

# GRAYSON PLACE VILLAS COMMUNITY ASSOCIATION

BOARD OF DIRECTORS MEETING

7.2.24

Regular Session 7:00PM

Professionally Managed By:

FirstService Residential



**Grayson Place Villas Community Association, Inc.**  
**Board of Directors Meeting**  
**7.2.24, 7:00pm, Clubhouse**  
**AGENDA**

Call Meeting to Order - President	7:00pm
Review Prior Meeting Minutes - Secretary	7:00pm
Financial Review - Treasurer	7:05pm
Manager's Report	7:10pm
<ul style="list-style-type: none"><li>• Collection Status Report</li><li>• Architectural Modification Review</li><li>• Violations Pending (none)</li></ul>	
Old Business - President	7:15pm
<ul style="list-style-type: none"><li>• Landscaping Review/Committee</li><li>• Rental Restriction Amendment</li></ul>	
New Business - President	7:20pm
<ul style="list-style-type: none"><li>• Incorporation of Villas Community</li><li>• Enforcement Program</li><li>• Tree Trimming/Removal</li><li>• eNeighbors Update</li></ul>	
Meeting Recap - Manager	7:25pm
Adjourn - President	7:26pm
Owners Forum	7:30pm

Next meeting Date & Time September 3<sup>rd</sup> 2024 7:00pm

Executive Session – if needed

Grayson Place Villas  
Homeowners Association Board Meeting  
May 7<sup>th</sup> 2024  
Minutes

- I. The meeting was called to order by President Scott Babcock at 7:49 p.m. Board members Scott Babcock present, Maureen Morrison present, along with Brad Walter of First Residential.
- II. Motion to approve minutes from meeting 11.14.23, 1.17.24, 1.30.24 and 3.5.24 made by Scott Babcock and seconded by Maureen Morrison, motion carried unanimously.
- III. Manager's Report reviewed including Collections Status Report, ARCs (none) and Violations.
- IV. Scott Babcock made motion to appoint Ernie Remy to fill vacant board position, Maureen Morrison motion carried unanimously.
- V. Meeting adjourned at 8:08pm.

**Grayson Place Villas Homeowners Association**  
**Financial Review for the Month Ended**  
**5.31.24**

The Association began the month with \$92,907 in the operating accounts, \$36,902 in reserves and \$103 of unpaid dues.

YTD revenue is \$70,634 against a budget of \$70,152, which is better than budget by \$482. Of the \$70,634 of revenue generated the Association has allocated of \$8,998 to the reserve account.

The Y-T-D expenses are \$38,462 verse a budget of \$78,311, which is \$39,848 under budget due to timing of invoicing by the landscaper Embassy. No areas exceed the budgeted amount by \$1,000.

The Association has added \$9,091 to the reserve account for the YTD period as a result of the planned reserve contribution and reserve interest income. The Association spent \$0 from reserves.

The Association ended the month with \$84,543 in the operating accounts, \$36,925 in reserves and unpaid dues of \$434.

11500 N Ambassador Drive  
Suite 360  
Kansas City MO 64153

		Operating Fund 2024	Reserve Fund 2024	Total
<b>Assets:</b>				
<b>Current Assets:</b>				
150010	US Bank Checking	84,542.89	0.00	84,542.89
180050.A10	MM-Reserve-US Bank	0.00	36,925.20	36,925.20
	<b>Total Cash Current Assets</b>	<b>84,542.89</b>	<b>36,925.20</b>	<b>121,468.09</b>
<b>Non-Cash Current Assets:</b>				
150300	Accounts Receivable - Operating	184.11	0.00	184.11
150335	Accounts Receivable - Master Fees	250.00	0.00	250.00
	<b>Total Non-Cash Current Assets</b>	<b>434.11</b>	<b>0.00</b>	<b>434.11</b>
	<b>Total Current Assets</b>	<b>84,977.00</b>	<b>36,925.20</b>	<b>121,902.20</b>
	<b>Total Assets</b>	<b>84,977.00</b>	<b>36,925.20</b>	<b>121,902.20</b>
<b>Liabilities &amp; Owner Equity:</b>				
<b>Current Liabilities:</b>				
250035	Accounts Payable - Master Fees	250.00	0.00	250.00
250110	Prepaid Dues - Operating	5,993.56	0.00	5,993.56
	<b>Total Current Liabilities</b>	<b>6,243.56</b>	<b>0.00</b>	<b>6,243.56</b>
	<b>Total Liabilities</b>	<b>6,243.56</b>	<b>0.00</b>	<b>6,243.56</b>
<b>Owners Equity</b>				
350200	Developer Contribution	5,000.00	0.00	5,000.00
350500	Retained Earnings-Operating	47,325.64	0.00	47,325.64
380500	Reserve Fund Prior Years	0.00	27,833.82	27,833.82
	Net Operating Income	26,332.80	0.00	26,332.80
	Net Reserve Income	0.00	9,091.38	9,091.38
	<b>Total Owners Equity</b>	<b>78,658.44</b>	<b>36,925.20</b>	<b>115,583.64</b>
	<b>Total Liabilities &amp; Owners Equity</b>	<b>84,902.00</b>	<b>36,925.20</b>	<b>121,827.20</b>

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	May 2024 Budget	May 2024 Actual	Variance	Year to Date Budget	Year to Date Actual	Variance	Annual Budget 2024
<b>Income:</b>							
402020 Dues Income	21,060	21,148.91	88.91	105,300	105,388.91	88.91	257,580
402021 Dues Income to Master	-5,330	-5,240.00	90.00	-26,650	-26,040.00	610.00	-64,206
404000 Interest On Late Payments	0	2.70	2.70	0	19.58	19.58	0
404010 Late Fees	65	32.40	-32.60	464	238.60	-225.40	891
404570 Key/Card/FOB Income	0	25.00	25.00	0	25.00	25.00	0
407000 Interest Income	5	0.00	-5.00	36	0.00	-36.00	73
409100 Reserve Fund Transfer	0	0.00	0.00	-8,998	-8,998.00	0.00	-8,998
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<b>Total Income</b>	<b>15,800</b>	<b>15,969.01</b>	<b>169.01</b>	<b>70,152</b>	<b>70,634.09</b>	<b>482.09</b>	<b>185,340</b>
<b>Expenses</b>							
<b>Administrative</b>							
601000 Management Fees	1,123	1,123.00	0.00	5,615	5,615.00	0.00	13,476
601240 Social	0	0.00	0.00	0	224.04	-224.04	250
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<b>Total Administrative</b>	<b>1,123</b>	<b>1,123.00</b>	<b>0.00</b>	<b>5,615</b>	<b>5,839.04</b>	<b>-224.04</b>	<b>13,726</b>
<b>Land Services</b>							
602220 Mowing	9,324	11,655.00	-2,331.00	16,317	11,655.00	4,662.00	69,930
602260 Spring/Fall Cleanup	0	0.00	0.00	5,246	0.00	5,246.00	12,274
602310 Mulch	0	5,993.00	-5,993.00	11,846	5,993.00	5,853.00	11,846
602320 Bed Maintenance	1,840	1,840.00	0.00	2,760	1,840.00	920.00	12,880
602410 Trees & Shrubs	0	3,798.00	-3,798.00	8,864	3,798.00	5,066.00	16,828
602500 Water Sprinkler Maintenance	0	0.00	0.00	4,550	0.00	4,550.00	9,100
602520 Chemical Treatment	3,614	0.00	3,614.00	7,228	0.00	7,228.00	17,256
602885 Snow Removal	0	0.00	0.00	21,500	15,176.25	6,323.75	21,500
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<b>Total Land Services Expenses</b>	<b>14,778</b>	<b>23,286.00</b>	<b>-8,508.00</b>	<b>78,311</b>	<b>38,462.25</b>	<b>39,848.75</b>	<b>171,614</b>
<b>Total Expenses</b>	<b>15,901</b>	<b>24,409.00</b>	<b>-8,508.00</b>	<b>83,926</b>	<b>44,301.29</b>	<b>39,624.71</b>	<b>185,340</b>
<b>Operating Net Income +/-</b>	<u><b>-101</b></u>	<u><b>-8,439.99</b></u>	<u><b>-8,338.99</b></u>	<u><b>-13,774</b></u>	<u><b>26,332.80</b></u>	<u><b>40,106.80</b></u>	<u><b>0</b></u>

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	May 2024 Budget	May 2024 Actual	Variance	Year to Date Budget	Year to Date Actual	Variance	Annual Budget 2024
<b>Reserve Income</b>							
500100 Transfer To/From Operating	0	0.00	0.00	8,998	8,998.00	0.00	8,998
501200 Reserve Interest Income	0	23.44	23.44	0	93.38	93.38	0
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<b>Total Reserve Income</b>	<b>0</b>	<b>23.44</b>	<b>23.44</b>	<b>8,998</b>	<b>9,091.38</b>	<b>93.38</b>	<b>8,998</b>
	=	=====	=====	=====	=====	=====	=====
<b>Reserve Net Income +/-</b>	<b>0</b>	<b>23.44</b>	<b>23.44</b>	<b>8,998</b>	<b>9,091.38</b>	<b>93.38</b>	<b>8,998</b>

Unit	Owner	Status	Stage	Date	Delinq Balance	Plan Date	Last Paid	Paid Amount	Curr Balance
<b>G5-G100 Grayson Place Villas</b>									
0307	01 21927 W 120th St	C	1 FIRST NOTICE	06/14/2024	17.55		06/05/2024	162.00	17.55
0505	01 21932 W 121st Ter	P	1 FIRST NOTICE	09/14/2023	179.55		10/12/2023	162.00	17.55
0433	01 22125 W 121st St	C	1 FIRST NOTICE	06/14/2024	203.76				203.76
1415	01 22223 W 121st St	C	1 FIRST NOTICE	06/14/2024	500.91				500.91
1510	02 22098 W 120th Ter	C	1 FIRST NOTICE	06/14/2024	197.25		06/17/2024	162.00	35.25





## Architectural Modifications Log

### Grayson Place Villas

Grayson Place Villas				
<b>Owner:</b>	Bruce Hollensbe Jane Hollensbe	<b>Unit Number:</b>	22294 W 120th Ter	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/09/2024
<b>Categories:</b>	Test	<b>Description:</b>	Exterior Painting	
<b>Owner:</b>	Robert Wilkerson Janet Wilkerson	<b>Unit Number:</b>	21926 W 120th St	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/12/2024
<b>Categories:</b>	Driveway	<b>Description:</b>	Driveway	
<b>Owner:</b>	William Heckman Cynthia Heckman	<b>Unit Number:</b>	22174 W 121st St	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/13/2024
<b>Categories:</b>	Test	<b>Description:</b>	Landscape	
<b>Owner:</b>	Diana Anderson Donita Brimmer	<b>Unit Number:</b>	22291 W 120th Ter	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/14/2024
<b>Categories:</b>	Test	<b>Description:</b>	Landscape	
<b>Owner:</b>	Linda Lynch	<b>Unit Number:</b>	21914 W 119th Ter	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/29/2024
<b>Categories:</b>	Fence	<b>Description:</b>	Fence	
<b>Owner:</b>	Eileen Tilley	<b>Unit Number:</b>	22010 W 121st St	
<b>Status:</b>	Closed	<b>Progress Code:</b>	Approved	<b>Received Date:</b> 05/30/2024
<b>Categories:</b>	Roof	<b>Description:</b>	Roof	

**RECORDING MEMORANDUM**

Instrument: 2024 Amendment to Villas of Prairie Haven Declaration of Restrictions

Grantor: Grayson Place Villas Homeowners Association  
c/o First Service Residential  
11500 N Ambassador Dr., Suite 360  
Kansas City, MO 64153

Grantee: Grayson Place Villas Homeowners Association  
c/o First Service Residential  
11500 N Ambassador Dr., Suite 360  
Kansas City, MO 64153

Date: \_\_\_\_\_, 2024

Legal Description: See Exhibit A, attached hereto and incorporated herein

County: Johnson County, Kansas

Reference: Book 200910, Page 4404

Return To: Sandberg Phoenix  
600 Washington Ave., 15th Floor  
St. Louis, MO 63101  
(314) 231-3332

The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**2024 AMENDMENT TO VILLAS OF PRAIRIE HAVEN  
DECLARATION OF RESTRICTIONS**

This 2024 Amendment to Villas of Prairie Haven Declaration of Restrictions is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by Grayson Place Villas Homeowners Association, a Kansas nonprofit corporation (“Association”).

**Recitals**

A. Grayson Place Villas (“Subdivision”) consists of the real property as described in the plat listed in Exhibit A attached hereto and incorporated herein (“Plat”).

B. The Plat is made subject to a “Villas of Prairie Haven Declaration of Restrictions” recorded at Book 200910, Page 4404 in the records of Johnson County, as may be amended (“Declaration”).

C. Pursuant to Article VIII Section 1 of the Declaration, the Owners are authorized to amend the Declaration by the approval of two-thirds (2/3) of Owners of Lots in the Subdivision.

D. The Owners desire to amend the Declaration, and this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

**Amendments**

1. *The Association has changed its name from “Villas of Prairie Haven Home Owners Services, Inc.” to “Grayson Place Villas Homeowners Association”. The following changes are made throughout the Declaration as they appear:*

- a. The name of the Declaration is amended to “Grayson Place Villas Declaration of Restrictions.”
- b. Anywhere the name “Villas of Prairie Haven Home Owners Services, Inc.” appears in the Declaration, it is replaced with “Grayson Place Villas Homeowners Association.”
- c. Anywhere the name “Villas of Prairie Haven” appears in the Declaration, it is replaced with “Grayson Place Villas.”

2. *Article I, Section 10 of the Declaration is amended as follows:*

“11. “Homes Association” or “Association” means Grayson Place Villas Homeowners Association, whether incorporated or unincorporated, formed for the purposes of serving as a homes association for the District.”

3. *A new Section 5 is added to Article XI to read as follows:*

“5. The Association shall have the power to impose fines and penalties, including the right to collect costs of enforcement of the Declaration and any rules and regulations adopted by the Board, including attorney’s fees, and the right to suspend membership rights (including the right to vote and to serve as a Director) for any violation of the Declaration or rules. The Board shall have the right to adopt an enforcement policy and fine schedule, at the Board’s discretion. The following procedures shall apply prior to imposition of fines or penalties (collectively, “penalty”):

- (a) Notice. The Board shall notify the alleged violator (“Respondent”) with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before the Board (which may be reduced if the Board believe that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fourteen (14) days of the notice. If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Declaration or rules by any person.
- (b) Hearing. If a hearing is timely requested by the Respondent, the hearing shall be held in private with the Board. The purpose of the hearing is to provide the Respondent with an opportunity to be heard and present facts and witnesses in response to the alleged violation prior to the levy of a penalty.
- (c) Good Faith Compliance. Any failure to comply with this Section shall not invalidate any fine levied so long as the Owner had notice of the hearing.
- (d) Repeat Violations. Fines may be levied on a daily basis for recurring and/or continuous violations and notice and opportunity to be heard need not be provided for subsequent violation of the same provision of the Declaration or rules unless: (a) the amount of the fine is 50% higher than the previous fine, or (2) the fine was levied more than two (2) years prior.
- (e) Fines are Collectible. Fines, penalties and other charges related to the enforcement of the governing documents, including attorneys’ fees, may be collected in the same manner as an assessment under this Declaration.

- (e) Director Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (1) the Association's position lacks sufficient strength to justify taking any or further action, (2) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, (3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (4) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision under this Section shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

4. *A new Article XII is added to the Declaration to read as follows:*

#### **“ARTICLE XII. LEASING**

Leasing. The Association deems it to be in the best interests of the community as a whole to preserve the District as a community in which the Lots are predominantly occupied by the Owners. Accordingly, the purpose of this Section is to foster Owner-Occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by restricting leasing in the Subdivision.

1. Definitions. For purposes of this Section:

- (a) “Direct Family Member” means a spouse, child, parent, grandchild, grandparent, caregiver, in-law, stepchild, or sibling of the Owner.
- (b) “Lease” (whether capitalized or not) means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner or a Direct Family Member does not occupy the Lot.
- (c) “Owner-Occupied” means that the resident of the Lot is the record Owner of the Lot or a Direct Family Member of the Owner (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be Owner-Occupied if the Lot is occupied by a beneficiary of the trust, so long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or Direct Family Member of the grantor of the trust. If the Lot is owned by a corporation or limited liability company, the Lot shall be deemed to be Owner-Occupied if it is occupied by a controlling member or controlling shareholder.

2. Restriction on Leasing.

- (a) Except for leases that are in effect as of the Effective Date of this Amendment, there shall be no leasing of Lots in the Subdivision. There shall be no extension of such then-existing leases unless the extension is included in the terms of the existing lease.
- (b) The Board may waive the limitations on leasing in Subsection (a) above for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and the Board. In the event a waiver is granted, the Owner may lease the Lot in accordance with the regulations in Section (3) below.

3. Lease Regulations.

- (a) Written Lease. Any lease permitted under this Section shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.
- (b) Copy of Lease/Contact Information. The Owner shall furnish to the Board, at least ten (10) days before the commencement date of the Lease, a copy of the executed Lease and a lease addendum (if required by the Association) ("Addendum"), as well as the names, email address(es), and phone number(s), and/or any other information required by the Board, of the tenant(s), all occupants, and any broker or property management company that may be involved. At that time, the Owner must also provide the Board with updated contact information for such Owner, including an address for communications, phone number(s) and email address(es). The Lease shall comply with the Declaration and any rules and regulations adopted by the Board.
- (c) Current Leases. Any Owner who is leasing a Lot at the time of the Effective Date shall have thirty (30) days from the Effective Date to provide the Board with a copy of the lease and provide the contact information required by Subsection (2) above.
- (d) Persons Subject to Declaration. The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Declaration and any rules and regulations adopted by the Board.
- (e) Term of Lease. Any Lease allowed pursuant to this Article shall have a term of no less than three (3) months, or for as long as the Board may otherwise grant a hardship exception. Any renewal or extension of the Lease shall be

in writing and a copy submitted to the Board at least ten (10) days prior to its commencement date. No Lease may be sublet or assigned.

- (f) Short Term Rentals. No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes. This includes, but is not limited to any home exchange, swap or an agreement made via Airbnb®, VRBO® or their functional equivalent. Not less than the entire Lot may be leased. If a Lease is voluntarily terminated within 180 days of commencement, the Lot may not be leased for 180 days after the date of termination. Any agreement purporting to convey a license versus a lease shall be treated as a lease under this Declaration.
- (g) No Time-Share. No Lot may be conveyed under a time-sharing plan or functional equivalent. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is an owner of a Lot whereby the different owners of the legal entity share or divide time for the purposes of occupancy of the Lot.
- (h) No Boarding House. No Lot shall be used as a boarding house or rooming house.
- (i) Certification. The Owner certifies that he/she obtained a background check and provided a copy of the Declaration and any rules and regulations adopted by the Board to tenant, and tenant certifies that he/she received said documents, prior to signing the Lease.
- (j) Assignment of Rights. The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The Owner retains the right to vote, the duty to pay assessments, fines and other charges by the Association, and the obligation to maintain the Lot and carry a personal insurance policy on the Lot.
- (k) Rulemaking. The Board may adopt such rules, regulations, forms, Addendums, and schedules, as it deems reasonable and necessary to implement the provisions of this Section.
- (l) Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes.
- (m) Enforcement. The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to the Owner) of the Declaration or any rules and regulations adopted by the Board, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure,

to terminate the Lease by judicial proceeding, and shall have all other remedies under the Declaration. The Association shall assess the Owner of the leased Lot any and all costs and fees incurred in bringing such Owner's tenants into compliance with the Declaration or any rules and regulations adopted by the Board, or related to any legal proceeding, which shall be collectable as an assessment as set forth in this Declaration. In the event the Owner fails to pay any assessment and related charges and fees for sixty (60) days or more, the Association, upon written notice, may direct the tenant to pay rent directly to the Association which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner."

5. *A new Article XIII is added to the Declaration to read as follows:*

**"ARTICLE XIII ASSOCIATION**

1. The Association may be operated as an unincorporated entity or may be organized as a Kansas nonprofit corporation that may be organized solely upon the discretion of the Board.
2. The "Bylaws of Villas of Prairie Haven Home Owner Services, Inc." are the Bylaws of Grayson Place Villas Homeowners Association, and are renamed the "Bylaws of Grayson Place Villas Homeowners Association" for all purposes.
3. All members of the Board of Directors must provide the necessary information and cooperate with any reporting requirements as may be required by state or federal law."
4. *Except as otherwise provided herein, the Declaration shall remain unchanged and shall remain in full force and effect.*
5. *The Board is authorized to execute and record this Amendment upon its approval by the Owners and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Declaration.*
6. *This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, Johnson County, Kansas, and shall be applicable to events and circumstances occurring after said Effective Date.*

IN WITNESS WHEREOF, the Board of Grayson Place Villas Homeowners Association hereby execute this Amendment on the day and year first above written.

[Signatures on following page.]



[NO SEAL]

GRAYSON PLACE VILLAS HOMEOWNERS ASSOCIATION,

By: \_\_\_\_\_  
President

Print Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

Print Name: \_\_\_\_\_

STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me  
\_\_\_\_\_ appeared \_\_\_\_\_ who, being by me  
duly sworn, did say that he/she is the President of Grayson Place Villas Homeowners  
Association, a Kansas nonprofit corporation, and that said persons acknowledged said  
instrument to be his/her free act and deed on behalf of the Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **EXHIBIT A**

### **Grayson Place Villas Property Description**

All of lots 1 through 99, inclusive, Estates of Prairie Haven, Third Plat, a subdivision of land in City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

**GRAYSON PLACE VILLAS HOMEOWNERS ASSOCIATION**

**RESOLUTION ADOPTING ENFORCEMENT PROGRAM**

THIS RESOLUTION is adopted this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Directors (“Board”) of Grayson Place Villas Homeowners Association (“Association”), at a meeting duly called and a quorum being present.

WHEREAS, Grayson Place Villas (“Planned Community”) exists by virtue of the “Villas of Prairie Haven Declaration of Restrictions” recorded at Book 200910, Page 4404 in the records of Johnson County, as may be amended (“Declaration”); and

WHEREAS, compliance with the Association’s Governing Documents, including its rules and regulations, which all owners agreed to comply with upon acceptance of their deed, is important for harmony within the community; and

WHEREAS, it is vital for enforcement of the Association’s Governing Documents be carried out without selectivity or bias through consistent application while preserving the Association’s discretion; and

WHEREAS, the Board, with the assistance of counsel, has prepared an “Enforcement Program,” which is attached hereto and incorporated herein by reference.

NOW THEREFORE, the Board resolves that the Enforcement Program is adopted by the Board.

The President and Secretary of the Board of Directors of Grayson Place Villas Homeowners Association, by their signatures below, certify that this Resolution has been duly unanimously approved by the Board at a meeting duly held on the date and year appearing above.

Board of Directors  
Grayson Place Villas Homeowners  
Association

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

## **GRAYSON PLACE VILLAS HOMEOWNERS ASSOCIATION ENFORCEMENT PROGRAM**

**Section 1. Purpose.** The purpose of the Enforcement Program (“Program”) is to reach an appropriate balance between very strict enforcement and biased or capricious enforcement by incorporating the principles of Uniform Common Interest Owners Act Bill Of Rights, Section 8(b) and its comments (“BOR”) as provided under Section 8 below. For convenience, the alleged violator is referred to as “Respondent.”

**Section 2. Remedies.** As one goal of enforcement is to foster compliance moving forward under the individual and unique facts and circumstances of the alleged violation, it is imperative that the Board have flexibility to obtain a voluntary and amicable resolution. Without limiting the Association’s remedies at law or equity, the Board may exercise any (or in combination) of the following remedies:

- a. Send a warning letter,
- b. Levy a one-time fine, after notice and opportunity to be heard, including the ability to suspend a fine,
- c. Levy a daily fine, after notice and opportunity to be heard, including the ability to suspend such fines,
- d. Mediation, Arbitration, or Binding Arbitration if agreed upon by the Association and the Respondent,
- e. File a lawsuit to compel compliance and recover any unpaid fines, and
- f. Any other rights and remedies contained in the Association’s Governing Documents or at law or equity.

**Section 3. Intake.** Any person may notify the Association of an alleged infraction of the Association’s Governing Documents, and such person has the right to remain anonymous. If the Board determines that a violation is more likely to have occurred than not, the Board may exercise any of its available remedies.

**Section 4. Notice of Violation and Intent to Levy Fine.** If the Board determines that the alleged infraction warrants a fine, the Association shall provide notice to the Respondent with an opportunity to be heard. The notice shall be substantially similar as the enclosed form.

**Section 5. Hearing Procedures.** The purpose of a hearing is to provide the Respondent with an opportunity to be heard by presenting facts and witnesses in response to the alleged violation prior to the levy of a fine. *The hearing is not a formal trial and is not necessary unless the Board intends to impose a fine.* Unless otherwise requested by the Respondent, the hearing shall be conducted in executive session.

Any hearing held under this Program shall utilize the following procedures:

- a. The Chair of the meeting shall summarize the alleged violation,
- b. The Respondent shall be given the floor to speak and present facts and witnesses,
- c. After such presentation by the Respondent, the Board may, but is not required, to ask questions, and

- d. The Respondent shall be provided an opportunity to make a final statement.
- e. The Chair of the meeting shall announce that the hearing has concluded, and that a final decision of the Board shall be provided to the Respondent as provided in Section 6 below.

**Section 6. Determination of the Board.** The Board shall provide the Respondent a written result of the Board's decision. If a fine is levied, such fine(s) shall be recoverable in the same manner as unpaid assessments under the Association's Governing Documents.

**Section 7. Fines.** As provided in the Association's Governing Documents, the Association has the authority to levy reasonable fines after notice and opportunity to be heard.

In recognition that treating all violations equally for purposes of fines is inequitable, the Board does not adopt such a schedule; i.e., a violation that threatens the safety of others is not equal to a nominal violation. Instead, the Board shall adopt a fine schedule for the most common violations, which may be increased or changed annually simultaneously with the Association's budget. For all violations not otherwise identified on the schedule, the fine shall be reasonable to obtain compliance and prevent the Respondent from obtaining any monetary benefit, if any, related to the violation.

**Section 8. Discretion.** As provided in the BOR, the Board may determine to enforce its Governing Documents, but does not have a duty to do so if, under the facts and circumstances presented, that:

- a. The Association's legal position does not justify taking any, or further, enforcement action;
- b. The provision being enforced is, or likely to be construed as, contrary to law;
- c. Although a violation may exist, or have occurred, it is not so material as to be objectionable to a reasonable person or justify expending the resources of the Association; or
- d. Enforcement is not in the best interests of the Association.

The Board's decision to exercise its discretion under this Section does not prevent the Board from taking enforcement action so long as the Board is not doing so for a discriminatory purpose. No decision of the Board shall be considered waiver of any future violations.

**Section 9. Owner Enforcement.** Independent of this Enforcement Program, each Owner has the right to enforce the Association's Governing Documents in any particular instance; provided, however, an owner shall not have the authority to levy fines.

**Section 10. Material Omission.** Absent a material omission or intentional failure to comply with this Program, such omission or failure shall not invalidate or excuse enforcement.

**Section 11. Forms & Notice.** Enclosed are forms for the Association's administration of this Program, which are incorporated herein by reference. Any notices shall be provided in writing and sent to the Respondent's residence within the community unless the Respondent has provided a different mailing address.

**Section 12. Attorneys' Fees and Costs.** Any attorneys' fees and costs incurred by the Association shall be levied against the Respondent's residence and shall be the responsibility of the Respondent unless otherwise determined by a court.

**GRAYSON PLACE VILLAS HOMEOWNERS ASSOCIATION**

**ENFORCEMENT PROGRAM-FINE SCHEDULE**

This Fine Schedule lists the most common violations within the community, and, pursuant to the enforcement program, the Board has adopted this fine schedule. We trust you recognize that not all violations are equal. For example, a violation that results threatens the safety of others or property is not the same as a technical violation. All fines shall be levied after notice and opportunity to be heard is provided in the Enforcement Program.

<b>VIOLATION</b>	<b>FINE</b>
Rental violation	Up to \$5,000
Architectural violation	Up to \$5,000
Nuisance	Up to \$1,000

In addition to the above fines, for any ongoing or continuing violation, the Board may fine up to an additional \$50.00 per day for each day the violation persists.

[Date Adopted/ \_\_\_\_\_]

[Association's Letterhead]

DATE  
**WARNING NOTICE**

Owner's Name  
On-Site Address  
City, ST Zip

Owner's Name  
Off-Site Address  
City, ST Zip

Re: **Grayson Place Villas Homeowners Association**  
**[Insert General Description of Violation]**

Dear Owner's Name:

Please be advised that the Board received notice of an alleged infraction, and, in response, the Board is providing you with this warning notice.

On or about \_\_\_\_\_, it is alleged that \_\_\_\_\_.  
Such acts violate [CITE]. When you accepted title to your residence, you agreed to comply with the Governing Documents of the Association, including its rules and regulations.

The Board determined that a violation likely occurred and that this warning notice is the appropriate response under these circumstances. The Board will not be taking any additional action related to this matter, but the Board trusts you recognize that in the event of a similar violation in the future, the Board may exercise a different remedy, including the potential to levy a fine.

The Board sincerely looks forward to your voluntary compliance in the future as each individual owner and resident has the same responsibility to comply for the best interests of the community as a whole.

[Signature]



[Association's Letterhead]

DATE

**NOTICE OF VIOLATION**

Owner's Name  
On-Site Address  
City, ST Zip

Owner's Name  
Off-Site Address  
City, ST Zip

Re: **Grayson Place Villas Homeowners Association**  
**[Insert General Description of Violation]**

Dear Owner's Name:

Please be advised that the Board received notice of an alleged infraction, and, in response, the Board is providing you with this notice of violation.

On or about \_\_\_\_\_, it is alleged that \_\_\_\_\_.  
Such acts violate [CITE]. When you accepted title to your residence, you agreed to comply with the Governing Documents of the Association including its rules and regulations.

The Board determined that a violation likely occurred and intends to impose a fine as follow:

- One-time fine of \$ \_\_\_\_\_; [and]
- A daily fine of \$ \_\_\_\_\_ beginning [date].

Prior to the fines being levied, you are entitled to a hearing with the Board to offer facts and witnesses (if any) in support of your position. To schedule the hearing, please contact [contact information]. You must contact the Association to schedule the hearing within [DAYS] days from the above-date, and the hearing must be held within thirty (30) days of the above date.

Enclosed please find the Association's Enforcement Program for further information. The Board reserves its rights and remedies at law and in equity, such as filing a lawsuit to compel your compliance, and to recover any unpaid fines, costs, and attorney's fees incurred by the Association.

The Board sincerely looks forward to your voluntary compliance as each individual owner and resident has the same responsibility to comply for the best interests of the community as a whole.

[Signature]

[Association's Letterhead]

DATE

**NOTICE OF LEVY OF FINES**

Owner's Name  
On-Site Address  
City, ST Zip

Owner's Name  
Off-Site Address  
City, ST Zip

Re: **Grayson Place Villas Homeowners Association**  
**[Insert General Description of Violation]**

Dear Owner's Name:

As you recall, the Association provided you a notice of violation dated [date] ("Notice"). As requested, a hearing was conducted and the Board has determined that the facts warrant the levy of fine [or fines].

OR

As you recall, the Association provided you a notice of violation dated [date] ("Notice"). You did not request a hearing. Accordingly, this is your notice that the Board has levied fines as provided in the Notice.

You are hereby notified that the Board has levied fines as follow:

- One-time fine of \$ \_\_\_\_\_; [and]
- A daily fine of \$ \_\_\_\_\_ beginning [date].

The Board shall not take any additional action so long as you pay all outstanding fines within thirty (30) days of the above date and no further violation as provided in the Notice occur. If you fail to do so, the Board reserves its rights and remedies at law and in equity, such as filing a lawsuit to compel your compliance, and to recover any unpaid fines, costs, and attorney's fees incurred by the Association.

The Board sincerely looks forward to your voluntary compliance as each individual owner and resident has the same responsibility to comply for the best interests of the community as a whole.

[Signature]

Please  
Do Not  
Staple

AI

KANSAS SECRETARY OF STATE  
**Articles of Incorporation  
Domestic (Kansas) Corporation**

**INSTRUCTIONS FOR FILING  
ARTICLES OF INCORPORATION**

**SUBMIT THE DOCUMENTS  
WITHOUT THIS PAGE**

**Note: All documents filed by the Secretary of State's office are considered public record and may be viewable online. File this document directly online at <https://www.sos.ks.gov/businesses/register-a-business.html>.**

**How to complete the Articles of Incorporation for a domestic (Kansas) entity:**

Each of the numbered instructions below corresponds to a section on the form.

1. Indicate if the business entity will be for-profit or not-for-profit.
2. Provide the name of the corporation. All domestic corporations must contain a word of formation. Pursuant to K.S.A. 17-7919, that word must be one of the following in English or in any other language if they are written in Roman characters:

ASSOCIATION, CHURCH, COLLEGE, COMPANY, CORPORATION, CLUB, FOUNDATION, FUND, INCORPORATED, INSTITUTE, SOCIETY, UNION, UNIVERSITY, SYNDICATE, LIMITED, CO., CORP., INC., or LTD.

Check to see if the name of the covered business entity is in use by any other business entity already registered with our office online at <https://www.sos.ks.gov/eforms/BusinessEntity/Search.aspx>.

If the name is currently in use, either a letter of consent from the current business entity must be submitted with the formation document, or a different name must be used.

Letter of consent: Pursuant to K.S.A. 17-7933, the letter of consent must include an indication that the current business entity consents to the use of the name. This letter must be executed by an authorized person for the current business entity registered.

3. Provide the name of the resident agent.

Resident agent: This is either an individual or a business entity registered in Kansas (may be the business entity the articles of incorporation are for) who will receive any legal documents (e.g., subpoenas, court orders, summons, etc.) for the business entity named in section 2. If the resident agent is a business entity, search for the legal name of the business at <https://www.sos.ks.gov/eforms/BusinessEntity/Search.aspx>.

4. Provide the registered office for the resident agent.

Registered office: Must be an address in Kansas where the resident agent may be regularly present. The address must include the building number, street, city, state, and zip code. This can't be a PO box.

5. Provide the corporation's purpose statement. This statement is a general indication as to the nature of business of the business entity. Pursuant to K.S.A. 17-6002, you may state "the purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Kansas general corporation code, and by such statement all lawful acts and activities shall be within the purposes of the corporation, except for express limitations, if any."
- 6a. Provide a response indicating either that the business entity will be a stock corporation or a nonstock corporation.
- 6b. If the corporation is a stock corporation as indicated in section 6a, the total number of shares and the par value of those shares are required. If there are multiple classes of stock, each class must be indicated with the total number of shares and the par value.
7. Provide the names and postal addresses of each of the incorporators. Each incorporator named must sign in section 9.
8. If the power of the incorporator(s) is to cease upon the filing of the articles of incorporation, then the names and addresses of the directors must be provided. Otherwise, leave this section blank.
9. Each of the incorporators named in section 8 must sign.

Only submit the addendum with the articles of incorporation if the business entity will be income tax exempt under 26 USC 501(c)(3). Contact the Internal Revenue Service (IRS) for questions about tax exempt status.

Please  
Do Not  
Staple

**AI**

**KANSAS SECRETARY OF STATE  
Articles of Incorporation  
Domestic (Kansas) Corporation**

**INSTRUCTIONS FOR FILING  
ARTICLES OF INCORPORATION**

**SUBMIT THE DOCUMENTS  
WITHOUT THIS PAGE**

**Note: All documents filed by the Secretary of State's office are considered public record and may be viewable online. File this document directly online at <https://www.sos.ks.gov/businesses/register-a-business.html>.**

**Fee Schedule**

**Articles of Incorporation**

The filing fee for the articles of incorporation is as follows:

- For-profit Corporation paper filing:..... \$90
- For-profit Corporation online filing: ..... \$85
- Not-for-profit Corporation paper filing: ..... \$20
- Not-for-profit Corporation online filing:..... \$20

**Mail to:**

Kansas Secretary of State  
Memorial Hall, 1st Floor  
120 SW 10th Avenue  
Topeka KS 66612

Checks and credit/debit cards are accepted for payment. Make checks payable to the Kansas Secretary of State. Once processing the articles of incorporation are completed, a certified copy of the articles of incorporation will be mailed to the address of the sender.

**Filing Online**

Create and file the articles of incorporation at <https://www.sos.ks.gov/businesses/register-a-business.html>. If filed online, do not complete and mail the paper form. E-checks and credit/debit cards are accepted for payment. Processing happens within minutes and your certified copy of the articles of incorporation can be printed from the above website without delay.

Please  
Do Not  
Staple

**AI**

KANSAS SECRETARY OF STATE  
**Articles of Incorporation**  
**Domestic (Kansas) Corporation**

**COVER PAGE**  
**ARTICLES OF INCORPORATION**

*Note: The credit/debit card information will be destroyed upon the filing of the document.*

**Contact Information**

**Contact Person**

**Direct Phone Number for Contact Person**

**Payment Information**

**Credit/Debit Card Number**

**Expiration Date**

**Billing Zip Code**

Please  
Do Not  
Staple



**KANSAS SECRETARY OF STATE**  
**Articles of Incorporation**  
**Domestic (Kansas) Corporation**



Memorial Hall, 1st Floor (785) 296-4564  
120 S.W. 10th Avenue kssos@ks.gov  
Topeka, KS 66612-1594 https://sos.ks.gov

Please complete the form, print, sign and mail to the Kansas Secretary of State with the filing fee. Selecting 'Print' will print the form and 'Reset' will clear the entire form.

**This form must be accompanied by the correct filing fee or the document will not be accepted for filing. (See instructions for details.)**

**1. Indicate type of business entity:**

**For-profit corporation**  
(fee \$90) 51-01

**Not-for-profit corporation**  
(fee \$20) 51-02  
(If the entity intends to seek 501(c)(3) status with the IRS, include the IRS-compliant 501(c)(3) articles addendum page.)

**2. Name of corporation:**  
Include word of formation. See instructions for allowed words.

Grayson Place Villas Homeowners Association

**3. Name of resident agent:**  
Must be an individual, the business entity named in section 2, or an entity already registered with our office. **Do not leave blank.**

Scott Babcock

**4. Registered office in Kansas for the resident agent:**  
Must be a street, rural route, or highway. **A PO box is unacceptable.**

Street Address (A PO Box is unacceptable)  
22207 W 121st St

City	State	Zip
Olathe	KS	66061

**5. Nature of corporation's business or purpose:**

A homeowners' association for governance and administration of Grayson Place Villas (aka Villas of Prairie Haven), real property subject to the Villas of Prairie Haven Declaration of Restrictions" recorded at Book 200910, Page 4404 in the records of Johnson County, as may be amended ("Declaration"). The "Board" as defined in the Declaration shall act as the Board of Directors of the corporation in all matters except those reserved exclusively to the Members pursuant to the Declaration.

**6a. Will this corporation have the authority to issue capital stock?**

Yes (Continue with 6b)  No (Continue with 7)

**6b. If authorized to issue stock, indicate the number of shares authorized:**

Shares	Class	Par Value
		/ea.
Shares	Class	Par Value
		/ea.
Shares	Class	Without Nominal or Par Value
Shares	Class	Without Nominal or Par Value

This must be completed if answering Yes to section 6a.

**7. Name and mailing address of each incorporator:**

Each incorporator must sign in section 9.

Do not leave blank.

If additional space is needed, please provide attachment.

Name			
Scott Babcock			
Address			
22207 W 121st St			
City	State	Zip	Country
Olathe	KS	66061	USA
Name			
Maureen Morrison			
Address			
21930 W 120th St			
City	State	Zip	Country
Olathe	KS	66061	USA

**8. Name and mailing address of each member of board of directors:**

This must be completed if incorporator's power terminates once document is filed.

If additional space is needed, please provide attachment.

Name			
Scott Babcock			
Address			
22207 W 121st St			
City	State	Zip	Country
Olathe	KS	66061	USA
Name			
Maureen Morrison			
Address			
21930 W 120th St			
City	State	Zip	Country
Olathe	KS	66061	USA

**9. I/We declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct.**

(Signatures must correspond to names of incorporators listed in section 7.)

Signature of Incorporator

X

Signature of Incorporator

X

**AI**  
Add.

KANSAS SECRETARY OF STATE  
**IRS Compliant 26 USC 501(c)(3)**  
**Article Provisions**  
Addendum

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



**Attachment to Articles of Incorporation**  
**for Grayson Place Villas Homeowners Association**

7. Name and mailing address of each incorporator (cont'd):

Ernie Remy  
22238 W 121st St.  
Olathe, KS 66061

8. Name and mailing address of each member of the board of directors (cont'd):

Ernie Remy  
22238 W 121st St.  
Olathe, KS 66061