

987733

DECLARATION CREATING PINEHURST ESTATES
HOMES ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned N. W. Dible Company, a partnership, consisting of John D. Hickok and William H. Hickok, is the owner of the following described real estate situated in Johnson County, Kansas, to-wit:

"All of the subdivision of PINEHURST ESTATES, now or hereafter platted, a subdivision in Overland Park, Johnson County, Kansas," and

does hereby create and establish an association to be known as Pinehurst Estates Homes Association.

The membership of the association shall consist of the owners from time to time of the improved lots in said subdivision as now or hereafter platted as Pinehurst Estates. "Improved lots" shall mean those lots which have streets in front of them and sewer lines available to them.

The said association shall be under and subject to the direction, management, and control of said N. W. Dible Company, until such time as it shall turn over the direction, management and control thereof to a duly organized Pinehurst Estates Homes Association, consisting of owners of improved lots in said Pinehurst Estates.

In order to carry out the purpose of the association, it shall have the following duties and powers, to-wit:

1. To enforce, either in its own name, or in the name of any owner, any and all restrictions and agreements which are imposed on said properties, or may hereafter be imposed thereon, provided, that nothing herein contained shall prevent any owner from enforcing said restrictions at his own expense.
2. To own and maintain all common areas including but not limited to the islands, berm areas, the perimeter landscaped areas bordering on Antioch Street, 103rd Street, Lowell Street and 101st Street, and to replant, if necessary, protect, trim and care for all plantings and grass in or on such common areas. The term common areas shall include all areas within easements, provided, that each lot owner shall be responsible for the maintenance of the street easement area between the front lot line of such lot owner and the curb.
3. If desired to provide for the removal of trash, rubbish or gar-

hago, provided the same is not a governmental function at any time.

4. To do or provide for such other matters as are proper and incidental to the purposes of the association.

The powers and duties contained in paragraph two and four above shall be performed by the N. W. Dible Company at its own expense during 1974. For the years 1975, 1976, and 1977, N. W. Dible Company shall perform such obligations and at the end of each such year it shall divide the total expense it has incurred during such year for such maintenance work by 373, being the total number of lots in the subdivision. The owner of each lot purchased shall be sent a statement in the amount that results from such calculation which shall not exceed \$8.00 per month per lot. Such sum shall be due within 30 days of billing and collectible in the same manner as Homes Association assessments as hereinafter set forth. Commencing with the year 1978 all such functions shall be performed by the Homes Association and paid for from its annual assessments as hereinafter set forth.

METHOD OF PROVIDING GENERAL FUNDS

Each improved lot shall be subject to an annual assessment payable on January 1st of each year, but not sooner than January 1, 1975.

The amount of such assessment shall be fixed by the association by a vote of the owners of the improved lots, at a meeting held in accordance with the by-laws of said association, after due notice of said meeting.

Written or printed notice addressed to the respective owners at the last address listed with the association, and deposited in the United States mail, shall be deemed sufficient and proper notice of the levy of said assessment. If the owner shall fail to pay said assessment within sixty days after the depositing of such notice, then the assessment shall be delinquent and shall bear interest at the rate of eight per cent per annum from date of delinquency, until finally paid.

ENFORCEMENT OF LIEN

If not paid before becoming delinquent, the amount of the assessment plus interest shall become a lien on the lot or lots against which assessment has been made and the association may at its discretion file certificates of non-payment of assessments in the office of the Registrar of Deeds

of Johnson County, Kansas, whenever any such assessments are delinquent. Such liens may be enforced as liens on the real estate in any court of competent jurisdiction. It shall be the duty of the association to enforce such liens before the expiration thereof. For each certificate filed with the Registrar of Deeds, the association shall be entitled to collect from the owner of the property described therein a fee of \$5.00 which fee is hereby declared to be a lien upon the real estate so described in said certificates. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

Such liens shall continue for a period of five years from the date of delinquency, unless within such time suit shall have been filed for the collection of the assessment or foreclosure of the lien, in which case the lien shall continue until the termination of the suit and until the sale of the property under the execution of the judgment establishing same or until the judgment is otherwise satisfied.

COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the parties hereto, their grantees, successors, heirs and assigns, and all other persons, their heirs, executors, administrators, successors and assigns who may subject their land to the terms thereof by a proper instrument in writing.

IN WITNESS WHEREOF, the said N. W. Dible Company has caused these presents to be signed by two of its partners this 21st day of May, _____, 1974.

N. W. DIBLE COMPANY, a partnership

by

John D. Hickok
John D. Hickok, partner

William H. Hickok
William H. Hickok, partner

STATE OF KANSAS)
) ss
County of Johnson)

On this 21st day of May, 1974, before me, appeared John D. Hickok and William H. Hickok, to me personally known, who being by me duly sworn, did say that they are the partners of N. W. Dible Company, and that said instrument was signed and sealed in behalf of its partners, by authority of its members, and said John D. Hickok and William H. Hickok acknowledged said instrument to be the free act and deed of said Pinehurst Estates Homes Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Johnson County, Kansas, the day and year last above written.



Cecilia M. Battle
NOTARY PUBLIC, Cecilia M. Battle

My Commission Expires August 13, 1976

STATE OF KANSAS)
COUNTY OF JOHNSON) ss
FILED FOR RECORD

1974 JUN 4 PM 2 27 3

Marguerite M. Brenner
600
MARGUERITE M. BRENNER
REGISTER OF DEEDS
BY _____ DEP

