

Windsor Trace Homes Association Newsletter

February, 2009

Board of Director Elections

We held the elections for the board of Directors on Tuesday January 20th, 2009. The following are the elected Board of Directors:

- President Brian Hamilton
- Vice President Joe Mueller
- Treasurer David Fairchild
- Architectural Review Bob Seufferling
- Social Director Melissa Davis

Melissa declined the Secretary portion of her role on the Board of Directors. We thank her for the time she's given over the past several years and appreciate the time she is still willing to give as Activities Director, thank you Melissa. We could use a volunteer to join the board as Secretary, if interested Please call Brian or Joe at 913-390-8491 Brian and 913-839-1318 Joe.

This position on the board involves taking minutes from the board meetings and e-mailing the minutes to the HACCD (Homes Association of the Country Club District) to be published on the web site. Also as secretary you would take part in the meetings and assist with sending notices for various events.

Another change to the board is the position of Vice President. In this role I will continue to take complaints as I did as the Complaint Director. I will also help Brian with some of the many things he takes on as President like putting out Newsletters, working on the new Deeds Restrictions, and miscellaneous other functions.

Brian, David, and Bob have all agreed to continue their positions as President, Treasurer, and Architectural Review Director.

Anyone interested in attending the board meetings is always welcome. Brian sends out reminder cards several days to a week before the meetings take place. If you have any input and can not attend a meeting please feel free to call or e-mail me at 913-839-1318 or jdmthermo@yahoo.com.

Spring is Almost Here!!!!

In preparation for Spring and upcoming tight financial times, we're asking for volunteers who are interested in helping to mulch and plant in the common areas. Our idea is to take a Saturday morning in early Spring and landscape the common area gardens and entrance to our community. This will be a way to save hundreds of dollars by not having to hire landscapers and still keep our common areas looking nice, which protects the value of our properties. Anyone interested please call or e-mail any board members (names, phone numbers, and e-mail addresses are at the bottom of this newsletter). Thank you in advance for any time you can give. It will be a great way to save money and have fun with your neighbors!

Cook out on Joe and Robin's deck afterward

Home Project Preparations

It's that time of year when you may be planning home improvement projects for this Spring and Summer. Please remember to call Bob (913-390-9209) or Brian (913-390-8491) if you're planning on; putting up a fence, building a shed, painting your home, or any other major project that may require approval from the HOA Architectural Review. It's a pretty painless process and approvals do not take long. All you need is a color swatch or a basic drawing with dimensions and Bob will guide you through the rest. In no time you'll be working on your project and all your neighbors will be stunned and amazed by how beautifully it turned out!! Also remember to check out the Olathe web site in case you need any Building Permits.

Activities

We'll be looking for any suggestions on neighborhood activities for 2009. We're open to ideas from everyone. Last year both the Easter Egg Hunt and the Block Party were lots of fun, we plan to do those again. Any other ideas are welcome. Please let Melissa or any other board members know your ideas. Remember these can be family or adult oriented activities. We are looking for anything that gives us the opportunity to have fun together. We want to hear from you!

New Deeds Restrictions

The new Deeds Restrictions are complete! As promised last year we have amended the Deeds Restrictions which were written by the Developer of Windsor Trace. After the 2nd letter that went out last summer, we got a lot of feed back from homeowners that indicated they want to have a deeds restriction and a Home Owner's Association. Many of these folks helped in our review and amendment to the original document and we thank all of you for your help and input.

In summary, we cut out anything that is already covered by the Olathe City Ordinance or is no longer applicable to Home Owners in an established community. Now it's time to vote these into existence and get rid of the old restrictions that do not apply to us. This will require 75% approval from the homeowners. Please let us know if you would attend a town hall meeting to review and vote on these. In lieu of, or addition to, a meeting we will come door to door to review the new restrictions-for those who can not attend a meeting-and get your vote. You can call or e-mail Joe ([913-839-1318](tel:913-839-1318)/jdmthermo@yahoo.com) to let us know how you would like us to proceed.

This is a really important step in taking control of our own property so please take the time to look through the new deeds restrictions attached and, let us know how you'd like to vote; town hall meeting or door to door.

Ideas, Suggestions, Complaints, and Participation

We are in desperate need of your participation in Our Home Owner's Association. Please let us know your ideas, suggestions, or complaints about what we're doing or what you think we should be doing.

The 3 meetings we held to review and amend the Deeds Restrictions were the best I've taken part in for the past 2 years because there were more than just the board members present and everyone participated. Diversity of people and there thoughts and ideas will make us a stronger association and ultimately will protect the value of our biggest assets, our homes. Please contact any of the board members to participate in the Association.

Our next board meeting will be March 24th, 2009 Please come.

\$\$ Money \$\$

2008 Financial Review

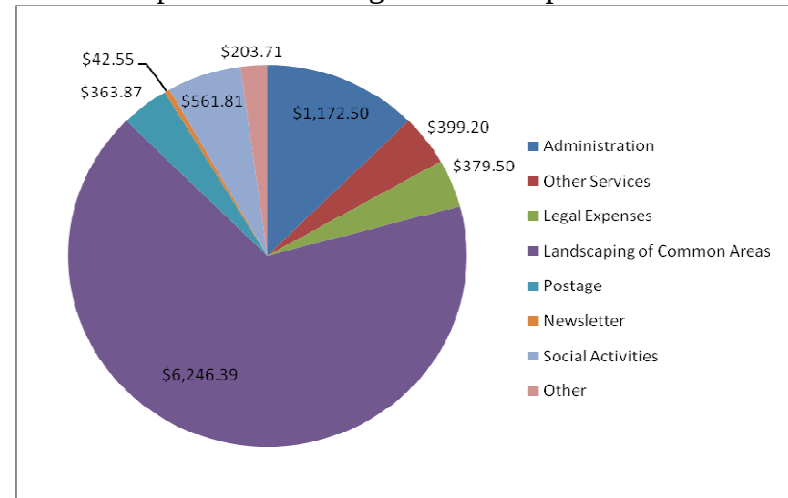
Total dues billed: \$10,050.00

Total outstanding dues and late fees: \$605.00*

Accounts Receivables

Total expenses: \$9,369.53

Below is a pie chart showing our 2008 expense totals:



Assets to start us out on 2009 expenses are \$14,734.51

***this includes the \$605.00 in accounts receivables**

Please keep in mind this money will be consumed by 2009 expenses until dues are collected in July. Our Receivables only come in once a year and have to carry us through the following year until dues are collected again.

Dues for 2009

Dues for 2009 will be due by July 15th. As we face more difficult financial times ahead we encourage anyone who feels they can more easily pay the annual \$75.00 dues by spreading payments out over a period of time to call Brian or Joe. We understand a lump sum amount can be difficult for some to come up with at one time. Currently there is a \$605.00 outstanding balance in dues and late fees from 2008.

Below is the 2009 dues/late fee schedule:

- July 15th \$75.00 due
- August 16th through September 15th \$90.00
- September 16th through October 15th \$115.00
- Add \$25.00 per month each month after September 16th.
- After 90days past due a *lien can be placed against a property.

Liens against properties because of unpaid dues will cost what ever amount is owed, at the time of full payment, plus the cost of placing and removing the lien.

To avoid late fees and/or liens against properties please call and arrange a payment schedule for dues if you are having a hard time with finances.

Below is a note to all of you written by one of our neighbors. This definitely echoes my feelings, and I think the feelings of everyone on the Board. Your thoughts and ideas are valued and needed. Our board members have been the same for years, and while they do an excellent job, they volunteer their time to keep things going year after year. We would love to see some new folks come in and take part in our association. Any time you can give is greatly appreciated!

Dear Friends and Neighbors,

As we drove through our neighborhood during this Christmas Season, we were pleased to see the many homes decorated with such warmth and charm...something not seen in many neighborhoods. It made us think of how blessed we are to have neighbors who take pride in their homes.

At this time of economic downturn with a bleak outlook for the days ahead, we know that our homes are our largest investments. We need to do all we can not only to protect those investments and take pride in their appearance but also to be thankful for the friendships formed as a result of being neighbors. We always feel comfortable being able to not only enjoy your friendship but to be able to call on our neighbors when we need help.

With this in mind, our Homeowners Association needs your ideas, suggestions and involvement to maintain the neighborhood standards that we enjoy now. Can you share your time and talents with us? We would so appreciate your input.

Our next Homeowners meeting is scheduled for Tuesday March 24th.

Won't you please take a little time from your busy schedules and join us? Your Homeowners Association needs you!!

Board of Directors Contact Information

President-Brian Hamilton
e-mail bajaham@sbcglobal.net
Phone 913-390-8491

Vice President-Joe Mueller
e-mail jdmthermo@yahoo.com
Phone 913-839-1318

Treasurer-David Fairchild
e-mail dfairchildks@comcast.net
Phone 913-397-7309

Architectural Review-Bob Seuferling
e-mail marci141@comcast.net
Phone 913-390-9209

Social Director-Melissa Davis
e-mail melissalynn_davis@hotmail.com
Phone 913-390-8394

Secretary-OPEN

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS OF
WINDSOR TRACE, A SUBDIVISION
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

This declaration is made this _____ day of _____, 20____, by Windsor Trace Homes Association, Inc.

WHEREAS, on _____, _____, the Declaration of Restrictions of Windsor Trace, a Subdivision in the City of Olathe, Johnson County, Kansas was recorded in the office of the Register of Deeds of Johnson County, Kansas, as document number _____ in Book _____ at Pages _____ (the "Original Declaration");

WHEREAS, Paragraph 23 of the Original Declaration provides that the covenants and restrictions shall continue and be in full force and effect, unless or until the then owners of the fee simple title of 75% of the lots execute and acknowledge an appropriate agreement and file the same in the office of the Register of Deeds of Johnson County, Kansas;

WHEREAS, the undersigned owners represent in excess of 75% of the then owners of the fee simple title of the lots in the subdivision;

WHEREAS, the owners wish to amend and restate the Original Declaration in the manner herein set forth;

WHEREAS, Windsor Trace Homes Association, Inc. hereinafter referred to as "WTHA" is the homes association of record of certain real property located in Johnson County, Kansas, and is desirous of placing certain restrictions on the real property described as follows:

WINDSOR TRACE, a subdivision of land in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof filed in the office of the Johnson County Register of Deeds as Document No. 2580946, in Book 94, at Page 25;

WHEREAS, it is the desire and intent of WTHA to restrict the above mentioned real property to preserve and enhance the value of the development and improvements constructed thereon.

NOW, THEREFORE, in consideration of the premises, WTHA, for it and its successors, transferees, grantees and assigns, does hereby subject the above-described property to the following restrictions:

1. DEFINITIONS:

- (a) "LOT" shall mean and refer to any separately numbered tract upon the recorded subdivision plat.
- (b) "DWELLING" or "UNIT" shall mean and refer to one enclosed living section of a building situated upon the property designed and intended for use and occupancy as a residence.
- (c) "OWNER" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any lot situated in the subdivision.
- (d) "WTHA" shall mean Windsor Trace Homes Association, Inc.

2. RESIDENCES: The real estate above described shall be improved, used and occupied for private residential purposes only. Any dwelling unit erected or maintained on any of the lots hereby restricted shall be designated for occupancy by no more than one family.
3. ARCHITECTURAL REVIEW COMMITTEE. There shall be an architectural review committee which shall consist of one committee chairman and two association board members, who must reside in the subdivision. The committee chairman will be appointed at the annual homes association meeting for election of board members and will serve for a period of one year. In the case of death or resignation of any such committee chairman during such elected period, WTHA board members shall appoint a successor who shall serve in lieu of such deceased or resigned committee chairman.
4. PLAN APPROVAL. Wherever this declaration specifies that written approval or consent be obtained for any plans, structures, additions, changes or appurtenances to the land bound by this declaration, such written approval shall be obtained from the architectural review committee, signed by the chairman of such committee and one acting WTHA board member. Plans and completed architectural review form shall be submitted to the committee chairman for approval. The committee shall either approve or disapprove of any plans, structures, additions, changes or appurtenances in writing within ten (10) working days after submission of same. In the event the committee fails to act with said ten (10) days, the plans, structures, additions, changes or appurtenances are deemed approved. All approved plans, structures, additions, changes and appurtenances to the land shall be completed timely and all construction shall be performed in a professional and workmanlike manner.
5. UNSIGHTLY PROJECTIONS. No air conditioning apparatus, television or radio antenna, satellite dish, solar panels or any unsightly projections shall be attached to or affixed to the front of dwelling.
6. FENCES. No fence shall be erected without prior written consent. The maximum height of any fence shall be six (6) feet. Fences shall not be constructed of chain link, chicken wire or metal material. No dog or animal pens or runs of any kind shall be permitted without prior written approval. Only dog or animal pens or runs surrounded by 6 foot fence will be considered for approval. Fences shall not be erected in the front or side yards of the dwellings and shall not be placed farther toward the front of the dwelling than a straight line extended from the rear building line of said dwelling. Any decorative or privacy fence for a side entrance or patio which extends forward of the rear building line shall not be constructed without prior written approval.
7. OFFENSIVE ACTIVITIES. No business and no noxious or offensive activities shall be carried out upon any lots, nor shall any thing be done thereon which may be or become a nuisance or annoyance to the neighbors or neighborhood.
8. ACCESSORY BUILDINGS. Any accessory building or garage must comply with the same design review as does a single family structure and no accessory building or garage may be occupied as a dwelling. Gazebos, cabanas and outside shelters for barbeque grills, as well as covered decks and patios, must be approved by written consent.

9. AWNINGS, DECK OR PATIO COVERINGS, ETC. Any window or door awnings, lattices or coverings, clothes lines, stove pipes, exhaust flues, chimneys or any other additions, modifications, alterations or improvements to the grounds of exterior portions of any dwelling shall be prohibited unless prior written consent is obtained.
10. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. The Windsor Trace Homes Association Board of Directors, shall have the authority to determine what constitutes a nuisance. Upon such determination, such animal will be removed from the subject lot within three weeks of notification to the owner thereof of such determination or, in the event that a further determination is made that there is a potential for danger from the animal, then within 48 hours of such notification.
11. EXTERIOR BASEMENT FOUNDATIONS AND WALLS. Exterior basement foundation and walls which are exposed in excess of eighteen (18) inches above final grade level at any point shall be painted the same color as the house, or covered with siding compatible in color and material with the structure.
12. EASEMENTS. WTHA reserves the right to construct pipelines, sewers, drains, gas, electricity and water lines upon, over and across all easements and rights-of-way shown on recorded plat.
13. LANDSCAPING AND TREES. Trees which might threaten a foundation or drainage system or might pose a safety hazard may be removed at the discretion of the owner. Live trees posing a maintenance issue by overhang onto adjacent property must be maintained by home owner whose property possesses the tree trunk. Live trees planted by home owner may not pose a threat, nuisance or safety hazard to surrounding neighbors or community.
14. TEMPORARY STRUCTURES. No trailer, modular home, manufactured or prefabricated home, mobile home or other structure of temporary nature may be placed on a lot for use as a dwelling. No existing structures may be moved onto a lot from another location, all construction must be new.
15. ENFORCEMENT. WTHA or any owner of any tract or lot in said subdivision shall have the right to seek from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce compliance with any of said restrictions, and may bring any other proper legal action at law or equity.
16. UNFINISHED STRUCTURE. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition without commencement of repairs within three (3) months.
17. REQUIRED BUILDING MATERIALS AND COLORS. Exterior walls of all buildings, structures and appurtenances thereto shall be of brick, stone, wood siding, wood paneling, seamless vinyl siding, seamless steel siding, seamless aluminum siding, plate glass, masonite, or combination thereof. Windows, doors and louvers shall be of wood, vinyl, colored metal and glass. Roofs shall be covered with "weathered wood" composition

shingles. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing. All wood and masonite exteriors, except roofs shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing.

18. MISCELLANEOUS RESTRICTIONS.

- (a) Fuel storage tanks are prohibited.
- (b) Above ground swimming pools and above ground hot tubs are prohibited, unless completely fenced in a manner approved in writing.
- (c) No automotive repair or rebuilding or any other form of remodeling or refurbishing, whether for hire or otherwise, shall occur on any of the lots hereby restricted except on a non-commercial basis and not for hire within the confines of any enclosed garage build on the said premises and as permitted under the other provisions in these restrictions.
- (d) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots hereby restricted, except that such storage shall be permitted within the garage of any dwelling constructed on any of the lots hereby restricted. Nothing in this section, however, shall be construed to prohibit the regular parking of not more than three (3) automobiles in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.
- (e) Motorized vehicles shall not be operated on any vacant lot or common areas, except for mowing and other maintenance by employees or contractors of WTHA.

19. SEVERABILITY. Unenforceability of any one of these covenants by judgment or court order shall in no way affect any of the other terms or provisions of these restrictions, which shall remain in full force and effect.

20. DURATION. The above covenants and restrictions shall continue and be in full force and effect, unless or until the then owners of the fee simple title of 75% of the lots situated in said subdivision may release the land or any part thereof from any one or more of said restrictions, at any time, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing same in the office of the Register of Deeds of Johnson County, Kansas.

21. COVENANTS RUNNING WITH THE LAND. The provisions of this Declaration of Restrictions shall be deemed to be covenants running with the land and shall be binding upon WTHA and upon the Owners and their respective heirs, administrators, executors, trustees, successors, assigns and grantees.

22. HOMES ASSOCIATION. A Homes Association was formed upon recordation with the Register of Deeds the Articles of Incorporation by Lone Elm Development on July 3, 2001 thus creating the Homes Association known by the name of "WINDSOR TRACE HOMES ASSOCIATION, INC."

- A. MEMBERSHIP IN ASSOCIATION. Every Owner shall be a member of WTHA and WTHA shall administer all common areas. Membership shall be

appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. VOTING RIGHTS. There shall be one class of voting membership in WTHA which rights shall be exercised as provided below:

- (1) CLASS A. Class A members shall be all owners and such members shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members; however, they shall all collectively exercise the one vote with respect to any dwelling.

C. COVENANT AND LIEN FOR ASSESSMENTS.

- (1) Each Owner shall contribute his pro rata share of the costs and expenses of WTHA, as more fully set forth below, to WTHA. WTHA, through its Board of Directors is charged with the responsibility and authority for enacting, adopting and enforcing assessments for, including but not limited to, the following purposes: Operations of WTHA, maintenance, taxes, insurance; legal, tax, and other professional services, upkeep, other obligations of WTHA, capital improvements, enforcement of or non-compliance with the covenants, emergencies and reasonable reserve for any of the above. The aggregate of these items may not exceed \$25 per month per member unless 75% of the eligible members so approve. Invoices for assessments may be submitted at any interval fixed by WTHA. Capital improvements shall likewise be funded by assessment where properly authorized, as provided elsewhere herein. The \$25 limitation shall not apply to capital improvements.
- (2) Should any owner cause or allow to be caused any violation of this Declaration of Restrictions, and allow such violation to continue in effect after written notice to said owner and the expiration of a reasonable time in which to comply, as set forth in the written notice, a non-compliance assessment may be levied by the Board of Directors against such owner. The amount of any such assessment may include costs incurred by WTHA in attempting to secure compliance, including but not limited to, reasonable attorneys' fees, and non-compliance penalties as established by the Board of Directors.
- (3) Each owner of any lot, by acceptance of a deed thereafter, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments levied by WTHA. The assessment together with interest, costs, and expenses of collection, including but not limited to reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, collection expense and attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The Board of Directors shall adopt a collection policy for overdue assessments and may amend the same from time to time. Suit to recover a money

judgment for such personal obligation, together with costs and reasonable attorney's fees, may be maintained by WTHA without foreclosing or waiving the lien securing payment of same against the lot. No owner may avoid or diminish such real property or personal obligation by waiver of the use and enjoyment of any of his real property or by abandonment of his real property.

- (4) A Written or printed notice, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with WTHA shall be deemed to be sufficient and proper notice for these purposes or for any other purpose of this Declaration where notices are required.

D. MAINTENANCE OF COMMON AREA. WTHA shall provide for the perpetual maintenance of all common areas, to include the entrance markers and screening easement. Each owner shall be responsible for the maintenance of such owners lot and any improvements thereon. In the event that WTHA fails to adequately and properly maintain any common area, the City of Olathe, Kansas is hereby granted a perpetual easement to enter upon the common area to maintain same.

E. EASEMENTS AND RIGHT-OF-WAY. WTHA and, as provided herein, the City of Olathe, shall have the right of access and an easement to, over and through all of the common area, dedicated easements and platted easements contained within WTHA and the subdivision for all purposes which enable such parties to perform their obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of utilities for the common area in the subdivision.

23. AMENDMENT. By the affirmative vote of seventy-five percent (75%) of the votes of Owners in person or by proxy at a meeting called for such purpose, evidenced by a Declaration duly executed and acknowledged by such Owners and recorded in the Office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument on the date and year first above written.

WINDSOR TRACE HOMES ASSOCIATION, INC.

By _____
R. Brian Hamilton, President

STATE OF KANSAS

COUNTY OF JOHNSON

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me a Notary Public in and for said County and State, came R. Brian Hamilton, President of WINDSOR TRACE HOMES ASSOCIATION, a person who is personally known to me to be the same person who has the authority and who executed the foregoing instrument of writing and such person duly acknowledged his execution of the same.

IN WITNESS WHEREOF, I have hereunto set my bond and affixed my official seal the day and year last above written.

NOTARY PUBLIC

My appointment expires:

Lot 1:

[Title of ownership]

[Name]

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me the undersigned, a Notary Public in and for said County and State aforesaid, came _____, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Lot 2:

[Title of ownership]

[Name]