



**SECOND AMENDMENT TO  
MELROSE RESERVE  
HOMES ASSOCIATION DECLARATION** ✓

THIS SECOND AMENDMENT TO DECLARATION is made as of the 26 day of April, 2016, by JSRE, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a Homes Association Declaration, dated and filed September 23, as Instrument Number 20150923-0007952, Book 201509, Page 007592, encumbering the following legally described tract:

MELROSE RESERVE, Lots 1 through 50, and Tracts "A" "B" "C" and "D", replat of part of HIGHLANDS AT THE VILLAGE OF ST. ANDREWS, FIRST PLAT, and part of the Southeast Quarter, Section 26, Township 13 South, Range 24 East, in the City of Overland Park, Johnson County, Kansas.

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a First Amendment to Homes Association Declaration, dated October 15, 2015, and filed October 16, 2015, as Instrument Number 20151016-0005217, Book 201510, Page 005217;

WHEREAS, Developer, as the present owner of more than 60% of the Lots within the Subdivision and developer of the above-described property, desires to amend the Declarations to provide certainty and clarity with respect to increases in Assessments;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby amends the Declarations as hereinafter set forth.

A. Amendment to Article IV. Article IV, is hereby removed and replaced in its entirety with the following:

**ARTICLE IV. ASSESSMENTS AND INITIATION FEE**

1. For the purpose of providing funds to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the Subdivision (other than Lots then owned by the Developer and Lots then owned by a builder prior to the earlier of initial occupancy of the residence thereon as a residence or the sodding of the yard) shall be subject to a monthly assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such monthly assessment per Lot shall be fixed periodically by the Board, subject to Section 2 below, and, until further action of the Board, shall be \$250.00 per month (which, at the discretion of the Board, shall be payable in the amount of \$750.00 per quarter).

2. The rate of monthly assessment upon each assessable Lot in the Subdivision may be increased as to and for each calendar year:

(a) For each of years 2016 through 2019, by the Board from time to time, without a vote of the members, by up to 20% over the rate of monthly assessment in effect for the preceding calendar year;

(b) After year 2019, by the Board from time to time, without a vote of the members, by up to 10% over the rate of monthly assessment in effect for the preceding calendar year; or

(c) At any time by any amount by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase.

Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of monthly assessment at an amount that will permit the Homes Association to perform its duties as specified in Section 2 of Article III above.

3. The monthly assessments provided for herein shall be based upon the calendar year (commencing in 2015) and shall be due and payable on the first day of each month (or, at the option of the Board, on a quarterly basis on the first day of each quarter); provided, however, that (i) the first full assessment for each Lot shall be due and payable only upon commencement of occupancy of the residence on the Lot as a residence and shall be prorated as of the date thereof, and (ii) prior to such initial occupancy, a partial assessment for a Lot shall be due and payable upon installation of the sod on the Lot (which partial assessment

shall be determined by the Developer). No Lot shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first monthly assessment has been paid with respect thereto.

4. The Board shall establish and maintain a reserve(s) for the future maintenance, repair and replacement of the Private Streets. A portion of the monthly assessments may be allocated to other reserves to provide funds for repair, maintenance and replacement of other major items and for other future expenditures and contingencies. Neither the Developer nor the Homes Association nor any member of the Board shall have any liability to any Owner or member of the Homes Association if no reserves are established or maintained or if any reserves are inadequate.

5. An initiation fee of \$595.00, plus a mailbox fee of \$300.00, for a total of \$895.00 shall be payable by the new Owner to the Homes Association, for use as part of the general funds of the Homes Association, upon each of the following events with respect to each Lot:

(i) The initial occupancy of the residence on the Lot after the residence is constructed (which initiation fee and mailbox fee is in addition to the first regular monthly assessment, as it may be prorated); and

(ii) Each subsequent transfer of ownership of the Lot for value shall pay the initiation fee, but not the mailbox fee.

B. Revocation of First Amendment/Limitation. The First Amendment to Homes Association Declaration is hereby revoked; provided, however, the revocation shall not apply to Lot 3, purchased after the filing of the First Amendment but prior to the filing of this Amendment.

C. No Other Changes. In all other respects, the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed the day and year first above written.

**THE DEVELOPER:**

JSRE, L.L.C.

By: 

Julia Sobek, Sole Owner

STATE OF KANSAS           )  
  ) ss.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on April 26, 2016 by Julia Sobek,  
as the sole member of JSRE, L.L.C., a Kansas limited liability company.

Megan E. Sullivan  
Notary Public in and for said County  
and State

My Commission Expires:

5/1/16  
[SEAL]

Print Name: Megan E. Sullivan

