**North Lakes HOA**

**Document Index**

**As of August 18, 2021**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Document** | **Book** | **Page** | **Date** | **Description** | **Changes** |
| 1 | 042955 | 704 | 110 | May 1987 | Aviation and Noise Easement | No |
| 2 | 042958 | 704 | 113 | June 17, 1987 | North Lakes **Description of First Plat** | No |
| 3 | 042959 | 704 | 113 | June 17, 1987 | Declaration of Restrictions | Yes |
| 4 | 042947 | 704 | 102 | June 17, 1987 | Cooperative Agreement for Public Improvement | No |
| 5 | 043678 | 704 | 827 | June 25, 1987 | Homes Association Declaration | Yes |
| 6 | State |  |  | July 10, 1987 | Certificate of Incorporation | No |
| 7 | State |  |  | July 10, 1987 | Articles of Incorporation (not recorded Platte County) | Yes |
| 8 | NR |  |  | July 31, 1987 | By-Laws of NL HOA | Yes |
| 9 | NR |  |  | July 31, 1987 | Unanimous Written Consent of the Board **(Adoption of Bylaws)** | No |
| 10 | NR |  |  | Feb 1, 1988 | Unanimous Written Consent of the Board  **(Rules for the Lakes) Match up with same subject in Restrictions and combine** | Yes |
| 11 | 010648 | 723 | 750 | Oct 21, 1988 | First Extension of Declaration of Restrictions **(Adding HOA Restrictions to Plat 2)** | No |
| 12 | 011109 | 724 | 210 | Nov 2, 1988 | First Amendment to Declaration of Restrictions **(Revised to specify minimum size home of at least 2,000 sq. ft.)** | No |
| 13 | NR |  |  | July 28, 1989 | Amendment to Bylaws **(Attached to Bylaws 1987 and states Annual Meetings be held the 3rd Thu in July at 7pm every year)** | Yes |
| 14 | 007233 | 771 | 471 | June 3, 1992 | Memorandum Stuckey **(Ward Stuckey has certain rights to include within development because of adjacent land)** | No |
| 15 | 010948 | 775 | 180 | July 1, 1992 | Partial Assignment of Developer’s Rights | No |
| 16 | 011203 | 0775 | 433 | August 18, 1992 | Second Extension of Declaration of Restrictions  **(Adding HOA Restrictions to Plat 3)** | No |
| 17 | 0006164 | 0790 | 144 | May 5, 1993 | First Amendment to Homes Association Declaration ***Requires home buyer to pay 8 times monthly assessment at purchase*** | Yes |
| 18 | 0015723 | 0953 | 0426 | Sept 4, 2001 | Second Amendment To Declaration of Restrictions **(Change in Restrictions for laminated shingles with 112 notarized votes)** | No |
| 19 | NR |  |  | Oct 19, 2006 | Architectural Enforcement Policy – Board resolution but not voted on | No |
| 20 | NR |  |  | May 2019 | Policy on Solar Panel Collectors – Board resolution but not voted on | No |

Date: March 2, 2021

To: North Lakes Board Members

From: Ken Myers, Phil Conrady and Nathalie Carmean

Subject: Summary of recommended changes to By Laws documents

|  |  |  |
| --- | --- | --- |
|  |  | **Document #3: DECLARATION OF RESTRICTIONS**  May 20, 1987 (recorded June 17, 1987) |
| I |  | defined terms; page 3 - Association is incorrectly named “North Lakes Homeowners Association” (contradicts Corporation filing with State) should be North Lakes *Homes* Association. |
| II |  | This section addresses “persons bound by these restrictions” but uses “December 10, 2010” as the ending date. This also states that anyone who owns a property here is bound by the covenants and restrictions. Go to XXVI on page 18 and gets extended every 10 years. NOTE: Do people trying to purchase homes at North Lake need to get a copy of these restrictions and by laws before they purchase, or at Closing? |
| III | *a)*  *b)*  *c)* | Use of Land; …lots hereby restricted shall be designed for occupancy by a single family. No apartment, business…. nor business of any nature conducted on the land…to the neighborhood, delete Provided…North Lakes. *Add or increase normal vehicle or foot traffic of a single family as determined by the Board.*  *Suggested Copy: No residence, or part thereof, shall be rented or used for transient or hotel purposes (such as AirBNB or ), which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, i.e., rental to one or more persons of a portion of a residence only. LEASE WITH APPROVAL ON SPECIAL CIRCUMSTANCES ONLY BY THE BOARD. No lease shall be of less than the entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be in default of the lease. In the event that a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of the lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the leased property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences of the Subdivision. Residence Owner continues to be the responsible party to pay the Homes Association Dues.*  *NOTE We need to deal with internet businesses and other such businesses that don’t require traffic in and out of the home or leave as is…NO Business of any kind and then let them make appeal to the board. Should it be dealt with here or another place in the documents?*  *The HOA needs to limit commercial traffic for the safety of the neighborhood.*  *Internet or related type purchases and sales should be limited to no more than two deliveries/pickups per day.*  *Anyone doing babysitting should also limit the number of children to make sure vehicle traffic does not significantly increase.*  *Do we want to deal with Uber drivers? What if one household has multiple drivers and vehicles?*  We do need to deal with the people who appear to be selling cars (operating business out of house), as now there are at least two houses with numerous vehicles with dealer tags (maybe limit the number of cars that can be on the street or in the driveway?). Section XX speaks to the car issue.  No business outbuilding… and fence height; covered by DOR XIII. And by the Architectural Policy. |
|  |  |  |
| XVII |  | Outside Antennas Prohibited: States that antennas or satellite dishes must be erected inside the home such as attics. There are dishes on the outside of some homes in the development. This needs to be amended to cover these satellite dishes. |
|  |  |  |
| XIX |  | Your question regarding signage is covered here. Do you think any changes need to be made? |
|  |  |  |
| XI |  | We should also review, as the referenced materials are very restrictive, and a couple of homes maybe in non-compliance. |
| XX |  | *Delete completely existing Section and replace with:*  *SECTION XX. VEHICLES.*  *Except as provided below, no boats or motor vehicles, including automobiles, trucks, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, motorcycles or motor bikes (on or off road), and ATV’s or side by sides of any nature, may be parked, stored or kept on any lot except in an enclosed garage. However, two (2) passenger vehicles (on two-car garage) or three (3) passenger vehicles (on a three-car garage) both automobile or pickup truck defined as not larger than 1.5 tons, in operable, drivable condition may be parked on a hard surface driveway at any time. Any other passenger vehicles, recreational trailers, campers, trailers, and recreational vehicles not exceeding thirty (30) feet in total length which are owned by a person not permanently residing on the lot may be parked in the driveway or at the curb, but for no more than seventy-two (72) consecutive hours and during no more than any portion of seven out of fourteen consecutive days. No major repair work shall be performed on any vehicle or boat as defined above while parked on the driveway or on any Street. All vehicles that are not drivable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, Common area, or at the curb for more than twenty-four (24) consecutive hours.*  *No vehicle as referenced above shall park on the Street within fifty (25) feet from any inter-section including both 3 and 4 road inter-sections, but excluding cul-de-sacs.*  *Need to deal with the home owners that are selling cars from their home. Parking cars outside and having people come over and look at them. Can we have cars on the street with a “for sale” sign in them?* |
| *XXV* |  | *Needs to be deleted, requires yard light.* |
| XXXIIII |  | Mortgage Protection; *can we amend and add “a paragraph that asserts that any lien or past due HOA dues be a superior lien to any deed of trust lien placed on the property? Would this make mortgages then less interested in making loans? State Law may prevent this, need to check with counsel if we want to move forward with proposal.* |
| XXXIV |  | MODIFICATION OF RESTRICTIONS: …, may be amended or modified with the written consent of the owners of two-thirds (2/3) of the lots in North Lakes. Amendments to Bylaws vs. Restrictions vs. other documents? Needs to be consistent for all documents.  *Should this be changed to 2/3 of members present or in proxy at special called meeting? Again, as we have discussed and seen in the documents, there are different definitions on who and what are needed for voting. Jim Menown sent a document dated 04-05-2020 with some suggestions on how to organize the voting requirements into a table. Need to discuss how to present this information.* |
| *New* |  | *Do we want to put into place some kind of noise ordinance that limits mowing, hammering etc., say after 9 at night and before 8?* |

|  |  |  |
| --- | --- | --- |
|  |  | **Document #5: HOMES ASSOCIATION DECLARATION**  (recorded June 25, 1987) |
| I |  | MEMBERSHIP IN ASSOCIATION. …(last para) The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings.  *We need to have counsel re-word this so it makes the Member responsible to the HOA to comply with all of the Restrictions and Rules and delete probably most of this sentence?* |
| VI | 1b  2(r) | Reference to “walks” as being maintained by the HOA. Aren’t the sidewalks in front and to the sides of people’s homes supposed to be maintained by the homeowner?  Suspend the rights …after notice and hearing as provided in the Bylaws …What is the actual process as defined right now? Written notice? Email notice? Hearing in front of board? This not clear and needs to be clarified.  *But I can’t find anything in the Bylaws that talks to the Notice or Hearing, has anyone else?* |
| VII | (2) | PROVIDING GENERAL FUNDS; …each lot as aforesaid may be increased by an amount not exceeding 100% of the original maximum annual assessment …provided that at a meeting of the members specially called for that purpose, … a majority of the members present at such meeting… Further …. may be increased … 200%... provided that at a meeting of the members specially called for that purpose, …60% of the members present at such meeting … NOTE: Should be changed to 2/3 of the members for consistency. |
|  | (3) | Rescinding (2) requires 2/3 of the members present at a specially called meeting. |
|  | (4) | … economic change, either by inflation or deflation, … assessment may increase or decrease greater than permitted …hereof. … at a meeting of the Association specially called for that purpose, ¾ of the members present at such meeting voting in the affirmative … then requires petition to Platte County Circuit Court … |
|  | (5) | to amend (2) or (4) requires members be notified by mail…  *can this be changed to mail or email? (What about those that opt out of email Legal issue on email and keep a paper trial. Need counsel.* |
|  | (7) | notices require US mail;  *can we amend to include email?* |
|  | (9) | … at the time of purchase, shall pay 4 times the current monthly assessments in advance …  *What are we doing now? Several places say different times. (We talked about fixing this for new residents. New homeowners should pay 1 quarter of assessments dues in advance at closing. Then get signed up with the Homeowners Association management group and they will begin receiving invoices before the next assessment is due.)* |
| VIII | (1) | Provides assessment liens are subordinate to valid mortgages.  *Can this be changed? Do any of the other HOA’s have this same language?*  *Interest rate should be State rate (changes yearly), and when past due notices are sent out make sure we state the rate. Months should be deleted, and restated as dues are past due on the 31st day after any assessment. Lien fees should be described as actual costs, and not a said amount. Can we add a paragraph that asserts that any lien placed by the HOA will be a superior lien to any mortgage lien placed on the property?*  *This section should be discussed with counsel on what we can do.* |
|  | (2) | … Association may file with Platte County Recorder of Deeds non-payment certificates …  *what are these and what do they do? Do we do a non-payment certificate now? Do we want to continue to do this? Is it a requirement to do all of this before we go after someone or have we violated our own rules.* |
| XIV | (j) | \*\*\* Each owner hereby authorizes the first Mortgagee of a first Mortgage on his lot to furnish information to the Board concerning the status of such first Mortgage and the loan which it secures.  *Unless there is some State Law that would be contrary to this, we have the right to mortgagee information (in particular the house we now own).* |
| XV |  | AMENDMENT: By written consent of the owners of 2/3 of the lots within the district … evidenced by a Declaration duly executed … owners and recorded … recorder of Deeds …  *This should be changed to 2/3 vote of members present at specially called meetings (but we are subject to the prior statement.)* |

|  |  |  |
| --- | --- | --- |
|  |  | **Document #7: ARTICLES OF INCORPORATION**  (filed with State July 10, 1987, not recorded Platte County)  *should be recorded with Recorder of Deeds* |
| 3 | (d)  (e)  (f) | borrow money … requires 2/3 all members;  dedicate, sell or transfer … of common properties; Requires instrument to be signed by 2/3 of members;  mergers … requires 2/3 all members;  *We need to be consistent on whether voting requirements require 2/3 of members at meetings or requires 2/3 of all members.* |
| 5 |  | “Board members need not be members of the Association.” (I thought they had to be members of the Association.) No, this would be common, as a Developer might want his attorney or someone from his group to be Board Member, etc.  *Do we want to recommend a change?* |
| 8 |  | What is the address of the registered office of the Corporation and who is the registered agent now? It is an office at 5716 N. Broadway in Gladstone.  *We should change this to Jennifer.* |
| 9A | 1.f | It appears Class A members (regular homeowners) are required to pay four months of HOA dues in advance, assuming when they buy the property. This is repeated in the **Homes Association Declaration** (June 25, 1987) Section VII (9). HOA dues collection is being handled by Homes Association of Kansas City; 4200 Somerset Dr. Suite 216, Prairie Village, KS 66208 913-385-2440. They collect dues every 3 months.  *We should change this Article 9 to collect 3 months dues in advance from a new homeowner at closing. Then they should fill out an application(?) to become a member and send to HOA manager and set them up in system so they can send invoice for the next 3-month period. The new homeowner should be supplied with a packet of information including a fresh copy of the HOA Articles, Declarations, Declarations of Restrictions and Architectural Policy.*  Second Extension to Declarations of Restrictions requires 8 months of prepay, but can’t find this document.  *We need to amend and delete this requirement.* |
| 9A | 2. | In our new set of Articles, do we need to delete this Class B. (Developer) and then go back into the rest of the documentation and clear out all references to the Developer?  *The Developer assigned and deeded his interest to the HOA, so not sure this would be necessary, just an expense, but question to ask Board and counsel.* |
| 9B | 1. | At membership meetings, all votes shall be cast in person or by proxy as established in the By-Laws*.*  *Since meetings are mentioned in other documents,* s*hall we change this to say any recorded Document?* |
| 13 |  | Articles maybe amended by a vote of 2/3 of the members.  *This should be changed to include, members must be in good standing and this 2/3 vote can be done at specifically called meetings, in person or proxy.* |

Articles of Incorporation and Homes Association Declaration are the controlling documents over the By-Laws.

|  |  |  |
| --- | --- | --- |
|  |  | **Document #8: BY-LAWS**  July 31, 1987 (not recorded) |
| III | 1.  3. | Annual Meetings should be held in July, per the Amendment to Bylaws dated July 28, 1989 attached to this document. *Has that been changed? NOTE: No documents available that show we are to meet in October of each year.*  Requirement for Notice of Meetings, *has this been amended? Should we amend to include email as a form of notice unless the member elects to opt out?* |
| III | 4. | At any meeting of members, a QUORUM can vote on any action. (Definition of an action?) A quorum requires 1/10 of the members (*present at the meeting or off all the members?*). (Exceptions would be in the Articles of Inc., Declaration, and By-Laws).  *Does the Board have a good handle on when this would be used versus as stated here?* |
| V | 2. | Election to the Board shall be by secret written ballot. (Need to clarify this or change it because this is not how we are doing it.)  *Are we doing this now? Should be clarified, would this be at a meeting, or can this be a mail in event?* |
| VII | 1.b. | Voting rights and use of pool can be suspended if assessments are in default; but if suspended for another reason, a notice and hearing must occur and rights can then only be suspended for 60 days.  *Maybe this should address reoccurring infractions or delinquencies, for example if the same infraction occurs more than twice, then on the third time same infraction, all rights get suspended for the remainder of the calendar year.*  *We also need to establish what and how a notice is delivered, and what is involved in a hearing.* |
|  | 2. c (3) | Foreclose the lien against any property for which assessments are not paid within 30 days after due date or bring legal action …  *This is confusing, does this refer to an annual assessment default or just the normal 1/4ly billing, and does this cover a certificate filing or how is a lien defined?* |
| XIII | 1. | Amendments; By-Laws may be amended, at a regular or special meeting of members, by a vote of a majority of a quorum of members present in person or by proxy.  *A quorum is referenced in III. 4, does this mean a quorum of members present, or a quorum of 1/10 of all members?* |

**Document #9: UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS**

**(Adoption of By-Laws)**

July 31, 1987 (not recorded, should it be?)

|  |  |  |
| --- | --- | --- |
|  |  | **Document #10: UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS**  **(Rules for the Lakes)**  February 1, 1988 (not recorded) |
|  |  |  |
| 2. |  | No boat, craft, dinghy or other floating device shall be stored in or on the banks of any The Lake (defined as the big lake). |
| 3. |  | No docks, piers, wharfs, floats or any other artificial protrusion shall be permitted in the waters of The Lake.  *Looks like we will have to remove the fountains.* |
| 6. |  | …. fishing … *should be amended to say catch and release* |

|  |  |  |
| --- | --- | --- |
|  |  | **Document #17: FIRST AMENDMENT TO HOMES ASSOCIATION DECLARATION**  Recorded May 5, 1993 |
|  |  |  |
| VII | 9 | amended HOA dues to 8 months in advance at time of purchase  *Needs to change to Articles 9A 1.f as proposed, since Articles are controlling document.* |

**Document #19: Architectural Enforcement Policy**

October 19, 2006 (not recorded)

*Should be reviewed by counsel, and if approved, recorded.*

**Document #20: Solar Panels Policy**

May 2019 (not recorded)

*Should be reviewed by counsel, and if approved, recorded.*

|  |  |  |
| --- | --- | --- |
|  |  | **OTHER CONSIDERATIONS** |
|  |  |  |
|  |  | *Require member to provide a copy of any “permit” from the City when doing any kind of work on the property. This includes remodeling and related permits such as drop off dumpsters. (Define where dumpster can be located and how long it can be there before it has to be moved. If dumpster in street, they have to have a permit for certain number of days. If we put our own rules, then have to define it and then have right to enforce it. Also, must not be in violation to what the city says.* |
|  |  |  |
|  |  | *Do we want a Lake curfew? (Limited to kids under 18? What trying to accomplish? Not sure we have a right to do this.)* |
|  |  |  |
|  |  | *Do we need provision for Drones? 1. Which would have to be probably the same as the City. 2. In our case we might be able to argue we are in an Easement with MCI, and that MCI probably doesn’t allow them in the Easement area, we need to check. (What are the city ordinances and airport easement ordinances on the/laws for drones?)* |
|  |  | *Do we want to have provision that all the recorded docs need to be reviewed every 5 years to make adjustments?* |
|  |  |  |
|  |  | *Possible collection Late Fees and Collection Policy Effective NOTE: Need to discuss with our management company that sends invoices and make sure we line up with them and are consistent.*  *The following policy relates to the method by which the association will pursue past due accounts, assess late fees and enter into payment plans.*   1. *Association Dues -Monthly installments (“dues”) of annual assessments are due*   *and payable on the first (1st) day of each month.*   1. *Late Fees- If full payment of monthly dues is not received by the fifteenth (15th) day of the month, then a late fee of $25.00 will be assessed. Late fees are due and payable as soon as they are incurred. Late fees will apply to the month of the late dues payment only. There shall be no late fees assessed on late fee bal- ances only. However, partial payments of monthly dues shall be considered late under this policy and a late fee shall be assessed on the fifteenth (15th) day of the month unless the monthly dues are paid in full within the fifteen (15) day deadline.* 2. *Late Notices -The association, at its option and within its sole discretion, may send notices to delinquent owners at sixty (60) and ninety (90) day intervals. The ninety (90) day notice may include a ten (10) day demand statement for payment in full of all outstanding dues and late fees. If payment in full is not received within the ten (10) days of such notice, the account may be turned over to the association’s legal counsel and/or a lawsuit or foreclosure proceeding may be brought against the member by the association. The association, at its option,*   *may elect to pursue the matter in conciliation or district court or may pursue fore- closure. All attorneys’ fees and court costs will be assessed to the member. In the event that legal counsel is retained, the member will be responsible for all attor- ney and collection fees and costs incurred by the association.*   1. *Payment Plans - If a member is in arrears on dues owed to the association, a payment plan may be entered into with the member. However, the following rules apply to all payment plans.*    1. *The management staff may approve plans for six months or less. Any and all payment plans longer than six months must be approved by the board.*    2. *All payment plans must be in writing and signed by the delinquent owner.*   *As a general rule: When an account is turned over to legal counsel specifically for fore- closure proceedings, such action may receive the approval of the board of directors.* |
|  |  |  |
|  |  | *We don’t have a dispute resolution or complaint handling policy for guidelines on how the board can interact with a homeowner is a dispute.* |
|  |  |  |
|  |  | *Possible Drone Policy: (Do we bring in the airport easement rules?*  *Use of any remote-controlled devices (including “toy” helicopters, planes or other such devices), video recording devices (including, but not limited to video cameras), drones or other unmanned aircraft (collectively, “Drones”) by private parties is subject to all licensing and approval requirements of applicable state and federal governments, as well as applicable governmental and/or quasi-governmental agencies.*  *Drones may not be used for recreational purposes on Common Elements or to conduct surveillance or observation of a third party on Association Common Elements or property owned or occupied by someone other than the party conducting the surveillance/ observation without said third party’s knowledge and consent. Use of Drones to invade the privacy of a third party’s home or property (including, but not limited to, recording of activities within a home or property) is prohibited.*  *Notwithstanding the foregoing, use of Drones for the following limited purposes is permitted: (i) evaluating damage by insurers or their agents or (ii) aerial photography of a home by a licensed real estate agent or broker, or said real estate professional’s agent, in conjunction with the marketing and sale of a home in the North Lakes community.* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |