

Prepared By:

Plum Creek Homeowners' Association, Inc.
700 South Sycamore Street
Gardner, Kansas 66030

Return to:

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Gardner, Kansas 66030

SUPPLEMENTAL AND RATIFYING DECLARATION – PLUM CREEK II & III

For: PLUM CREEK HOMEOWNERS' ASSOCIATION, Inc.
City of Gardner, Johnson County, Kansas

RECITALS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Plum Creek (the "Original Declaration") was recorded in the Office of the Register of Deeds of Johnson County, Kansas, on April 27, 2001, in Book 6997, Page 469, covering Plum Creek (the "Original Property"), a subdivision platted in Plat Book 118, Page 35; and

WHEREAS, the Original Declaration created *Plum Creek Homeowners' Association, Inc.*, a Kansas nonprofit corporation (the "Association"); and

WHEREAS, the developer caused the incorporation of *Plum Creek Homeowners' Association, Inc.* as a Kansas nonprofit corporation on July 5, 2007, under Business Entity Number 6186530, with its registered office at 3629 W. 133rd Street, Leawood, Kansas, the same business address used by the developer, thereby formalizing the Association's legal existence during the period of developer control and confirming the developer's intent that the Association serve as the governing body for the 3 phases of the Plum Creek subdivision; and

WHEREAS, this incorporation record confirms that the developer intended the *Plum Creek Homeowners' Association* to function as the unified governing entity for all phases of the subdivision, consistent with the shared design, amenities, and maintenance obligations applied throughout Plum Creek I, II, and III; and

WHEREAS, additional subdivisions known as *Plum Creek II* and *Plum Creek III* (collectively, the “Additional Property”) were subsequently platted in the City of Gardner, Kansas, and recorded in Book 131, Page 11, and Book 200410, Page 2593, respectively; and

WHEREAS, the developer of all three phases—*Indian Wells Development, LLC* and its successors *DD & Associates, Inc.* and *Cimmaron Homes*—constructed Plum Creek I, II, and III as a single, cohesive residential community with consistent design standards, amenities, and shared open spaces; and

WHEREAS, during the period of developer control, the developer, acting through Steve Shumate and operating as “Plum Creek Homeowners Association,” governed, budgeted, collected dues, and maintained common areas for all three phases as one community, thereby evidencing the developer’s clear intent that all phases function under the same homeowners association; and

WHEREAS, in the June 2008 correspondence to all homeowners, the developer, acting as “Plum Creek Homeowners Association,” cited personal health issues as the reason for prior delays in sending paperwork and completing filings, further supporting that any omission in recorded documentation was inadvertent and not reflective of intent to exclude any phase from the Association; and

WHEREAS, the developer appointed interim officers and directors from multiple phases, including Plum Creek III, to serve on the initial Board of Directors during the period of developer control, further demonstrating its intent that all phases, Plum Creek I, II, and III, be administered together under one homeowners association prior to turnover to homeowner governance; and

WHEREAS, the Original Declaration granted to the developer, *Indian Wells Development, LLC* (and its successor *DD & Associates, Inc.*), a limited right to waive or exclude undeveloped or unimproved property from the applicability of the covenants while under the developer’s ownership; and

WHEREAS, no such waiver or exclusion was ever recorded or exercised with respect to the platted subdivisions known as Plum Creek II and Plum Creek III, and said properties were subsequently developed and conveyed as residential lots consistent with the existing Plum Creek subdivision; and

WHEREAS, this confirms that the developer’s limited right of exclusion expired upon the sale of lots, and that it was the developer’s clear intent that all developed lots within Plum Creek I, II, and III be governed uniformly under the same Declaration of Covenants, Conditions, and Restrictions; and

WHEREAS, the Original Declaration expressly provides that its covenants and restrictions “shall run with the land and be binding upon all owners, their grantees, heirs, and assigns,” enforceable by the Association or any lot owner, thereby confirming the continuing applicability and enforceability of the Declaration to all lots within the Plum Creek subdivision as developed and conveyed; and

WHEREAS, the recorded plats for *Plum Creek I* (Plat Book 118, Page 35) and *Plum Creek III* (Book 200410, Page 2593) each expressly reference tracts and common areas to be maintained by the “Plum Creek Homeowners Association,” confirming the developer’s representation of unified association maintenance obligations; and

WHEREAS, since development, the Association has owned, maintained, and insured Tracts A, B, C (Plum Creek I), D (Plum Creek II), and E, F, G, and H (Plum Creek III) as the common property of the *Plum Creek Homeowners Association*; and

WHEREAS, homeowners from all phases, including Plum Creek II and III, have consistently paid dues, voted in Association matters, and served as officers and directors, evidencing both the developer's original intent and the community's long-standing acknowledgment of inclusion within the Association; and

WHEREAS, the omission of a formally recorded annexation for Plats II and III was therefore an inadvertent administrative oversight by the developer, not an intent to exclude those properties from the Association; and

WHEREAS, this *Supplemental and Ratifying Declaration* is intended solely to correct that administrative oversight, memorialize the long-standing and continuous operation of the Association across all three phases, and preserve consistency in covenants, assessments, and maintenance responsibilities for all homeowners; and

WHEREAS, the Association and a majority of Owners now desire to ratify and confirm that Plum Creek II and Plum Creek III shall be subject to the same covenants, conditions, and restrictions as the Original Property; and

WHEREAS, this document is executed pursuant to the authority granted under the Original Declaration and Kansas law and is intended to be recorded in the land records of Johnson County, Kansas, to confirm and memorialize the Association's existing authority over all included property.

NOW, THEREFORE, the Association hereby declares as follows:

ARTICLE I – ADDITIONAL PROPERTY SUBJECT TO DECLARATION

The real property described in Exhibit A (Plum Creek II and Plum Creek III) is hereby made subject to all provisions of the Original Declaration recorded in Book 6997, Page 469. This action is taken pursuant to the authority of the Association as the duly organized homeowners association of the existing Plum Creek subdivision, with the consent of the required percentage of Owners and in recognition of the established administration and maintenance of the Additional Property by the Association since its development.

This Declaration is intended to ratify and memorialize existing governance authority and continuous administration, and does not constitute the creation of a new or expanded annexation right.

Upon recording, Plum Creek I, II, and III shall together constitute a single subdivision governed by the PLUM CREEK HOMEOWNERS' ASSOCIATION, Inc., and subject to the Original Declaration as supplemented herein.

Assessments: All lots in the Additional Property shall pay the same assessments as other members.

ARTICLE II – RATIFICATION

All prior actions, payments, and participation by owners in Plum Creek II and III are hereby ratified as valid acts of members.

The Association has continuously existed and filed annual reports with the Kansas Secretary of State since its original incorporation, evidencing uninterrupted governance and good-faith administration over all phases.

This Declaration shall run with and bind the Additional Property and benefit all owners.

ARTICLE III – GENERAL PROVISIONS AND EFFECTIVENESS

Conflicts: In the event of conflict, this Declaration controls as to the property addressed herein.

Execution Authority: This Declaration is executed by the Association through duly authorized officers, approved by Owners representing a majority of the total ownership interests, as provided in the governing Declaration.

Effective Date: This Declaration shall be effective upon recording with the Office of the Register of Deeds of Johnson County, Kansas.

Nothing herein creates new or increased restrictions, assessments, enforcement rights, liens, or obligations beyond those already in effect through the established practices and participation of homeowners within Plum Creek II and III.

EXECUTION

See Exhibit A attached hereto for legal descriptions of the properties annexed hereby.

Executed this 8 day of January, 2026.
PLUM CREEK HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Laura McKinney, President

By: [Signature]
Lori Whitson, Secretary

STATE OF KANSAS)

COUNTY OF JOHNSON) ss.

This instrument was acknowledged before me on this 8 day of January, 2026,
by Laura McKinney, President, and Lori Whitson, Secretary, of Plum Creek Homeowners' Association,
Inc., a Kansas nonprofit corporation, acting on behalf of said corporation.

Notary Public: [Signature]

My Commission Expires: 2-11-2029



EXHIBIT A -- LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS DECLARATION

Plum Creek I

Lots 1 through 44 and Tracts A, B, and C, PLUM CREEK, a subdivision in the City of Gardner, Johnson County, Kansas, recorded in Plat Book 118 at Page 35.

Plum Creek II

Lots 45 through 75 and Tract D, PLUM CREEK II, recorded July 1, 2003, in Plat Book 131 at Page 11.

Plum Creek III

Lots 76 through 119 and Tracts E, F, G, and H, PLUM CREEK III, recorded October 7, 2004, in Book 200410 at Page 2593.

EXHIBIT B – SUPPORTING DOCUMENTATION OF DEVELOPER INTENT AND CONTINUOUS HOA ADMINISTRATION

(On file with the Association)

This Exhibit B is provided for historical and evidentiary reference in support of the *Supplemental and Ratifying Declaration – Plum Creek II & III*, demonstrating the developer's intent, the unified administration of all phases, and the continuous operation of the Plum Creek Homeowners' Association, Inc. ("Association") since its inception.

All supporting documentation referenced in Exhibit B is maintained on file by the Association and available for inspection upon reasonable request.

Recorded Subdivision Plats

Plum Creek (Plat I) – Plat Book 118, Page 35, Johnson County, Kansas, recorded April 27, 2001.

References "Tracts A, B, C – to be maintained by the Plum Creek Homeowners Association."

Plum Creek II – Plat Book 131, Page 11, Johnson County, Kansas, recorded 2003.

Plum Creek III – Book 200410, Page 2593, Johnson County, Kansas, recorded October 2004.

Plat map expressly references tracts maintained by the "Plum Creek Homeowners Association."

Developer and Incorporation Records

Articles of Incorporation – Plum Creek Homeowners' Association, Inc., filed July 5, 2007, Kansas Business Entity ID # 6186530.

Registered Office: 3629 W 133rd Street, Leawood, Kansas 66209 (same business address as developer DD & Associates / Indian Wells Development). Showing Developer control over all homes and HOA.

State Filings – Annual Reports filed 2008–2025, showing continuous corporate status.

Developer Correspondence and Transition Communications

Developer Letter – June 2008:

Notice from Steve Shumate (DD & Associates / Indian Wells Development), acting as "Plum Creek Homeowners Association," to all homeowners in Phases I, II, and III concerning dues, maintenance, and transition of the Association to homeowner governance.

Interim Directors' Letter to Homeowners – March 2009:

Announcement of the first homeowners' meeting for election of a permanent Board, addressed to "Home Owners in Plum Creek". Furthermore citing Plum Creek I, II, and III, explicitly as members of the Association.

Developer Resignations – March & May 2009:

Formal resignations of Stephen J. Shumate (President) and Dennis J. Howard (Secretary/Treasurer) from Plum Creek Homeowners' Association, Inc., marking transfer of governance from developer control to homeowner administration.

Foundational Association Documents

Declaration of Covenants, Conditions, and Restrictions (Original) – Recorded April 27, 2001 (Book 6997, Page 469 et seq.).

By-Laws of Plum Creek Homeowners' Association, Inc. – Adopted under developer control, reaffirmed by subsequent homeowner Boards.

Summary Statement

Collectively, these documents establish:

Continuous operation of the Plum Creek Homeowners' Association, Inc. as a Kansas nonprofit corporation since 2007;

Unified maintenance and assessment structure across Plats I, II, and III;

Developer and interim Board acknowledgment of all three phases as a single community under one Association; and

The absence of any recorded waiver or exclusion removing Plum Creek II or III from the Association's authority or obligations.

This Exhibit B is incorporated by reference and maintained **on file with the Association** for verification of historical intent and administrative continuity.

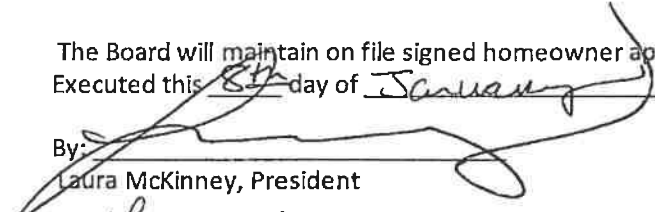
OWNER APPROVAL CERTIFICATION – Notary Not Required

The undersigned officers of the Plum Creek Homeowners' Association, Inc. hereby certify that this Supplemental and Ratifying Declaration – Plum Creek II & III has been approved by Owners representing a majority of all Lots within Plum Creek I, II, and III, in accordance with the provisions of the Declaration. Approval was obtained through written consent, with executed approval forms maintained in the Association's records.

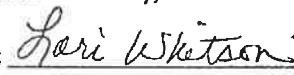
No provision of the Declaration requires approval by more than a majority of the total ownership interests for this action.

The Board will maintain on file signed homeowner approval forms evidencing such consent.

Executed this 8th day of January, 2026.

By: 

Laura McKinney, President

By: 

Lori Whitson, Secretary