

MINUTES OF THE SENATE ELECTIONS AND LOCAL GOVERNMENT COMMITTEE

The meeting was called to order by Chairman Tim Huelskamp at 1:30 P.M. on March 9, 2006 in Room 423-S of the Capitol.

All members were present.

Committee staff present:

Martha Dorsey, Kansas Legislative Research Department
Mike Heim, Kansas Legislative Research Department
Ken Wilke, Revisor of Statutes
Zoie Kern, Committee Secretary

Conferees appearing before the committee:

Senator David Haley
Representative Terrie W. Huntington
Richard Jackson, Mayor Ottawa, Kansas
John Sheets Executive Director of Homes Association Kansas City, Missouri
Marilyn Nichols - Shawnee Register of Deeds
Ruth Glover - Kansas Human Rights Commission

Others attending:

See attached list.

Ken Wilke gave summary of **HB 2582** - Homeowners Association - prohibitions of discriminatory restrictive covenants.

Bill introduced by Representative Huntington. Discussion on **HB 2582**.

Senator David Haley gave testimony in favor of **HB 2582** (Attachment 1)

Representative Terrie Huntington gave testimony in favor of **HB 2582** (Attachment 2) and introduced a balloon to the bill (Attachment 3).

Major Richard Jackson of Ottawa, Kansas gave testimony in favor of **HB 2582** (Attachment 4).

John Sheets, Executive Director of The Homes Association of Country Club District, Kansas City, Missouri, gave testimony in favor of **HB 2582** (Attachment 5).

Marilyn Nichols Kansas Register of Deeds, Topeka, Kansas testified as an opponent to **HB 2582** (Attachment 6).

Ruth Glover of the Kansas Human Rights Commission gave testimony in favor of **HB 2582** (Attachment 7).

Written testimony was submitted in favor of **HB 2582** for Chris Neal Assistant Director of Kansas Governmental Affairs (Attachment 8).

Discussion.

HB 2582 tabled.

No action on **HB 2720**.

Meeting adjourned.

Respectfully submitted,

Zoie C. Kern, Committee Secretary

Senate Elections and Local Government Committee

Daily, 1:30 - 2:30 p.m. Room 423S

Senator Tim Huelskamp, Chair

Guest List for March 9, 2006
Please print in **BLACK** ink.

Name	Representing
<u>RICHARD JACKSON</u>	<u>CITY OF OTTAWA</u>
<u>Tyra Lyday</u>	<u>city of Ottawa</u>
<u>Ruth Elmer</u>	<u>KS Human Rights Com.</u>
<u>Bill Minner</u>	<u>KS Human Rights Commission</u>
<u>Brandon Myers</u>	<u>" " " "</u>
<u>William Deer</u>	<u>Federico Consulting</u>
<u>John Sheets</u>	<u>HACCO</u>
<u>Kirby Upjohn</u>	<u>HACCO</u>
<u>Marilyn Theobald</u>	<u>Register of Health Assoc.</u>
_____	_____
_____	_____
_____	_____
_____	_____

OFFICE
STATE CAPITOL BUILDING
ROOM 140-N
TOPEKA, KANSAS 66612-1504
(785) 296-7376
(785) 296-0103/FAX

STATE OF KANSAS

DISTRICT
CIVIC CENTER STATION
POST OFFICE BOX 171110
KANSAS CITY, KANSAS 66117
(913) 321-3210
(913) 321-3110/FAX



SENATE CHAMBER

DAVID B. HALEY
SENATOR
DISTRICT 4
WYANDOTTE COUNTY

SUPPORT
HB 2582

Homeowners Associations - Prohibition of Discriminatory Restrictive Covenants

Mr. Chairman and Members of the Elections and Local Government Committee:

Thank you for this opportunity to address HB 2582.

I will be brief.

When I read last summer in the Kansas City STAR that Missouri was deleting any homeowner's covenant referencing race or religion, etc., I immediately prefiled SB 328 which underscores my belief that Kansas (and every State) should do likewise. (My Senate bill lies dormant in your committee bill books.)

But, that's O.K.!

I submit that HB 2582, here today and just as good as SB 328, is simply "clean up" language. Why go to the trouble when Federal law has long prohibited written discriminatory clauses in housing based on race, religion, color, sex, disability, familial status, national origin and ancestry? Because it is still derogatory and inflammatory that such language remains in existence on a legal and/or public document. The House realized this is, obviously, a "no-brainer." My hope is that we, the Senate, recognize this as well and move favorably on HB 2582; perhaps even placing it on the Consent Calendar.

I am pleased to stand for questions.

MARCH 9, 2006

Elections and Local Government
March 9, 2006
Attachment 1

TERRIE W. HUNTINGTON
REPRESENTATIVE, 25TH DISTRICT
3216 WEST 68TH STREET
MISSION HILLS, KANSAS 66208
913-677-3582

STATE HOUSE—ROOM 182-W
TOPEKA, KANSAS 66612
(785) 296-7667
1-800-432-3924



TOPEKA

HOUSE OF
REPRESENTATIVES

COMMITTEE ASSIGNMENTS
VICE-CHAIR: ECONOMIC DEVELOPMENT
MEMBER: COMMERCE & LABOR
CORRECTIONS AND JUVENILE
JUSTICE

Testimony for HB 2582
Senate Elections and Local Government
Restrictive Home Owners Association Covenants
Submitted by Representative Terrie Huntington
March 1, 2006

In the early 1900's when land tracts were being developed for residential use, covenants were drafted that provided for easement rights, sewer right of ways, the definition of out buildings, the minimum amount that could be spent on a residence and other rights and restrictions. One Article of Incorporation included in many homes associations' covenants was who NOT to be allowed to purchase property in designated developments.

In 1948, the Supreme Court ruled on Shelley v. Kraemer, and the Court began removing various elements of discrimination as related to property ownership. Two decades later, most deed restrictions and homeowners associations had been changed. However, in the case of a developer in the 25th District, for the covenants to be amended there had to be a vote of 100% of the residents in the Homes Associations. Until recently that proved to be a stumbling block in eliminating embarrassing language.

On July 12, 2005, Missouri Governor Matt Blunt signed into law SB 168 that made it possible for the Officers of Homes Associations to delete any discriminatory language and forgo the notarized signatures of 100% of the residents.

HB 2582 provides for similar legislation, allowing for removal of only the restrictive covenants pertaining to discrimination against race and religion, thus bringing the homes association covenants into compliance with Federal Law. No other language can be changed, only that which Federal law prohibits. This amends KSA 44-1016 and KSA 44-1017 and provides legal remedies for those bylaws not amended in a timely manner.

An amendment of the floor of the house mandates Homes Associations to have open meetings and mail financial reports. You have before you a letter signed by

Elections and Local Government
March 9, 2006
Attachment 2

Loring Leifer, representing the Prairie Hills Homes Association. She shares concerns about micromanaging Homes Associations, and I have those same concerns. This bill was not introduced to re-organize the rules and regulations of Kansas Homes Associations, which may require no dues, or several hundreds of dollars in dues, depending on the scope and desires of the neighborhood. It's a bill about discrimination, and the elimination of discriminatory language.

Thank you for your consideration of HB 2582.



Terrie W. Huntington

25th District

Fairway, Mission Hills, Mission Woods, Prairie Village,
Roeland Park, Westwood, Westwood Hills

Resolution Supporting the Removal of Covenant Language

Whereas restrictive covenants of a religious, ethnic and racial nature were used by real estate developers in Johnson County to promote the sale and financing of new and existing homes;

Whereas the sales and financing of these homes were based upon the exclusion of people of a specified religion, ethnicity, and race;

Whereas the 1948 Supreme Court decision of Shelley vs. Kraemer that made such covenants unenforceable did not stop the creation of new restrictive covenants of the same nature in the county;

Whereas the 1968 Fair Housing Act made the creation of such covenants illegal but did not require the deletion of the restrictive language from existing covenants of homeowner associations;

Whereas the residents of Johnson County, and the Greater Kansas City community, still suffer from the effects of such restrictive covenants;

Whereas the United Methodist Church of the Resurrection, located in Johnson County in the city of Leawood, Kansas, recognizes these covenants were a sin against God and that no reconciliation can take place until justice can be achieved;

Whereas the removal of such restrictive language would be a step toward achieving such justice and reconciliation;

Therefore, be it resolved, that the United Methodist Church of the Resurrection, calls upon the legislators of the Kansas House and Senate, and in particular the legislators from Johnson County, to support and pass legislation requiring the removal of religiously, ethnically and racially restrictive language from homeowner associations covenants.

The United Methodist Church of the Resurrection
13720 Roe Avenue
Leawood, Kansas 66224
www.cor.org

January 19, 2006.

7301 Booth Drive
Shawnee Mission, KS 66208

Phone: 913.831.7272

Fax: 913.831.7207

Email: leifer@tyrell.net

27 February 2006

Terrie Huntington
25th District State Representative
3216 W. 68th Street
Mission Hills, KS 66208

Subject: Eliminate Section 2 in HB 2582

Dear Terrie,

Thank you for the opportunity to express my views.

I was happy to see HB 2582, the bill that eliminates discriminatory covenants from homes associations, but dismayed to find that there were onerous amendments attached in Section 2 that have nothing to do with discrimination—one concerns mailing out an approved budget; the other requires that all board meetings be open.

As a nine-year volunteer on a homes association board, I think it is unfair to attach restrictions onto homes associations that don't apply to other not-for-profits. They represent an undue burden.

For example, the Prairie Hills Homes Association (a J. C. Nichols association) mails out a proposed budget *before* the annual meeting. We like input from our residents. HB 2582 bill would require a separate mailing *after* the budget has passed. This would cost us several hundred dollars and be completely redundant. We like to spend the small dues we collect on beautifying the neighborhood, holding social events, communicating news of interest—not waste it on redundant mailings.

As for open meetings, our monthly board meetings are already open to our residents. However, our by-laws specify that we have the right to hold special meetings to discuss matters that arise that we might want to first examine among ourselves. As far as I know, all non-profit organizations have the right discuss sensitive personnel matters and business in private. Why deny this to homes associations?

Most homes associations have more trouble getting people to come to their meetings, not keeping them out. If individual homes associations have problems with secrecy, members can demand revisions to their own by-laws.

I don't like the idea of making broad state laws to fix the problems of one or two homes associations that might be better addressed individually. I hope you will consider removing the two amendments from HB 2582 and letting the bill do what it was intended to do—remove discriminatory covenants.

Thank you for the attention.



Loring Leifer, Communication and Complaints Director
Prairie Hills Homes Association

HOUSE BILL No. 2582

By Representative Huntington and Feuerborn

1-10

10 AN ACT concerning ~~discrimination~~ [homeowners associations]; relat-
11 ing to certain ~~discriminating~~ restrictive covenants [~~concerning no-~~
12 ~~tification of the annual meeting and budget~~].

13
14 *Be it enacted by the Legislature of the State of Kansas:*

15 Section 1. (a) No declaration or other governing document of an as-
16 sociation shall include a restrictive covenant in violation of K.S.A. 44-1016
17 and 44-1017 and amendments thereto.

18 (b) ~~Notwithstanding any other provision of law or provision of the~~
19 ~~governing documents~~ [Within 60 days of the effective date of this
20 act], the board of directors of an association shall amend any declaration
21 or other governing document that includes a restrictive covenant in vio-
22 lation of K.S.A. 44-1016 and 44-1017, and amendments thereto, by re-
23 moving such restrictive covenant. Such amendment shall not require the
24 approval of the ~~dwellings owned by~~ members of the association. No other
25 change shall be required to be made to the declaration or [other] gov-
26 erning document of the association pursuant to this section. [Within 10
27 days of the adoption of the amendment, the amended declaration
28 or other governing document shall be recorded in the same man-
29 ner as the original declaration or other governing document. No
30 fee shall be charged for such recording.]

31 (c) ~~From and after January 1, 2006, if~~ [If] the commission, a city or
32 county in which the association is located provides written notice to an
33 association requesting that the association delete a restrictive covenant in
34 violation of K.S.A. 44-1016 and 44-1017, and amendments thereto, the
35 association shall delete the restrictive covenant within 30 days of receiving
36 the notice. If the association fails to delete the restrictive covenant in
37 violation of K.S.A. 44-1016 and 44-1017, and amendments thereto, the
38 commission, a city or county in which the association is located, or any
39 person adversely affected by such restrictive covenant may bring an action
40 against the homeowners association for injunctive relief to enforce the
41 provisions of subsections (a) and (b) of this section. The court may award
42 attorney's fees to the prevailing party.

43 (d) For the purposes of this section:



Senate
Elections & Local Govt.
March 9, 2006
Attachment 3

1 (1) "Association" means a non-profit homeowners association as de-
2 fined in K.S.A. 2005 Supp. 60-3611 and amendments thereto.

3 (2) "Commission" means the Kansas human rights commission as de-
4 fined in K.S.A. 44-1002 and amendments thereto.

5 ~~(3) "Dwelling" means a dwelling as defined in K.S.A. 2005 Supp. 60-
6 4701 and amendments thereto.~~

7 (e) This section shall be supplemental to and a part of the Kansas act
8 against discrimination.

9 ~~[Sec. 2. (a) An association shall:~~

10 ~~[(1) Open all meetings of the board of the homeowner's asso-~~
11 ~~ciation to all homeowners; and~~

12 ~~[(2) adopt an annual budget and within 30 days after the adop-~~
13 ~~tion of such budget mail a copy by first class mail to all homeowner~~
14 ~~members.~~

15 ~~[(b) For the purposes of this section "association" means a non-~~
16 ~~profit homeowners association as defined in K.S.A. 60-3611, and~~
17 ~~amendments thereto, which collects dues or fees.]~~

18 Sec. 2 [3]. This act shall take effect and be in force from and after
19 its publication in the statute book.

On page 2, by striking all in lines 9
through 17;

By renumbering section 3 as section 2

3-2

Memorandum

To: Elections and Local Government Committee

From: Richard Jackson

Date: March 9, 2006

Re: HB2582 Support

Although most Kansas City area residents are not aware, in more than 1200 documents involving thousands of homes contain racial language banning blacks, Jews and other ethnic groups in the form of restrictive covenants.

Many of these covenants were not removed, even after the U.S. Supreme Court ruled them unenforceable in 1948, and after they were banned by the Fair Housing Act of 1968 and their vestiges of discrimination kind of curse of the covenant-still linger locally.

On February 13, 2005, Kansas City Star reporter Judy L. Thomas wrote a story on restricted covenants called Curse of Covenants Persists. Restrictive rules, while unenforceable, have a lingering legacy. The article says that while these covenants are unenforceable the language could be psychologically damaging -- reinforcing old fears that racism is alive and well in America. Such restrictive covenants are not found in the Kansas City metro area alone, but exist throughout Kansas.

In the 1980s, the U.S. Department of Housing and Urban Development began requiring title companies to cross out the restrictions on copies of covenants or note in the margin that the provisions were to be considered deleted.

In 1999, the National Association of Real Estate Brokers launched an effort to purge discrimination from property-related documents nationwide. In 2005, the state of Missouri enacted legislation requiring homeowner associations to remove restrictive covenants.

Kansas has always been a leader in the area of fair housing legislation. I would encourage you to amend the Kansas Act against discrimination to include restrictive covenants. Some may argue that this is not a state issue, but a local issue. I would strongly disagree with that argument.

Thousands of homes across the state are in neighborhoods that still have illegal "restrictive covenants" prohibiting blacks and other ethnic groups from owning property.

In Kansas, some of these covenants exist in such progressive communities and subdivisions as: Indian Hills, Mission Hills, Prairie Village, Leawood and Tomahawk Road in Johnson County. Other cities include Wichita, Emporia, Coffeyville and Topeka. It is interesting to note that property owned by former Kansas Governor Alf Landon also carried restrictive covenants.

Many of these covenants, especially in the Kansas City Metro Area, were written by J.C. Nichols Company, in concert with Hare and Hare, a Kansas City landscape architect friend. Covenants written by them were some of the most restricted and difficult to do away with.

Some say the covenants still unduly influence where people live and should be removed from plats, deeds and homeowners' association by-laws.

Kansas has been a leader in the country in the area of fair housing laws. I would encourage that we continue along that path ensuring that everybody is treated fairly and with respect.

(Find attached covenants)

Mayor, City of Ottawa
President, Ottawa Black Awareness Committee
P. O. Box 40
Ottawa, KS 66067-0040
785-242-7450

4-2
EBC

Modif. of Dec.
702357
BK. 145-Pg 586

MISCELLANEOUS RECORD No. 29

KROH BROS., INC.,

3 3 5 6 0 5

437

TO
LEAWOOD ESTATES

DECLARATION OF RESTRICTIONS

WHEREAS, Kroh Bros., Inc., a corporation, has heretofore executed a plat of Leawood Estates; Lots 1 to 48, inclusive, which plat was recorded on the 4th day of April, 1945 in Book 11, of plats at Page 26, in the Office of the Register of Deeds of Johnson County, Kansas, and have heretofore dedicated to the public all of the streets, roads, lanes, and drives for streets or road purposes, respectively as are shown thereon and,

WHEREAS, said Kroh Bros., Inc., now desires to place restrictions on said lots as the same are marked and designated on said plats, for the use and benefit of its future grantees.

NOW, THEREFORE, In consideration of the premises, Kroh Bros., Inc., for itself and for its successors and assigns, and its and their grantees, hereby agrees that subject to the exceptions hereinafter provided, Lots 1 to 15, inclusive, and Lots 19 to 48, inclusive, Leawood Estates shall be and the same are hereby restricted as to their use in the manner hereinafter set forth.

1. No dwelling may be erected on the land hereindescribed, except upon a plot of ground with a street frontage of not less than 75 feet. No dwelling shall be constructed or converted for the use of more than one family. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently on any land herein described, no shall any residence of a temporary character be permitted, except that this paragraph shall not prohibit construction and occupancy of servants quarters or a guest house after the original dwelling mentioned in Paragraph No. 3, below, has been constructed.

2. No rolled roofing or any other roofing material not currently recognized as a permanent type of construction shall be used on any dwelling. Nor shall any building be constructed with exterior side walls of asphalt paper, tin, or any material not recognized as a substantial, permanent type of construction. All wood exteriors, except roofs, shall be covered with not less than three coats of good paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three months.

3. One story dwellings must have a ground floor area of not less than 1080 square feet and other dwellings a ground floor area of not less than 830 square feet, exclusive of porches, but inclusive of an attached garage; but no such garage shall be considered in this connection as having an area in excess of 180 square feet. Toilets must be an integral part of the building.

4. No construction shall be started on any building, nor any building moved onto the property, unless and until, the exterior design be first approved in writing by Kroh Bros., Inc. Kroh Bros., Inc., its successors or assigns, further are given and do hereby reserve the right to determine the location of all buildings on the respective lot or lots, and likewise the relation of the top of foundation to the street level. All such approvals shall be in writing.

5. No business buildings shall be erected or business of any nature conducted on Lots 1 to 15, inclusive, and Lots 19 to 48, inclusive, nor shall anything be done thereon, which may be or become a nuisance to the neighborhood, except that this paragraph shall not apply to the growing of farm produce.

43
389

MISCELLANEOUS RECORD No. 29

438

tained on any one lot at any one time. At no time shall any livestock except dogs be permitted closer than 200 feet to any street.

7. The land within 100 feet of any street shall be used solely for lawn purposes, driveways and walks, and no fences shall be located closer to any street than the front of the main dwelling mentioned in Paragraph No. 3 above, provided, however, Kroh Bros., Inc., its successors or assigns, shall have, and do hereby reserve the right to permit such distances to be reduced to not less than twenty-five feet, except that in no event shall any residence or outbuilding be located closer to any street than the respective building lines for residences and outbuilding as shown on the recorded plat of Leawood Estates, Lots 1 to 48.

8. All fences must be suitable to and conforming to the improvements, the type, height and design to be approved in writing by Kroh Bros., Inc., before any such fence is constructed.

9. No sign of any kind shall be permitted on any lot. Mail boxes shall be grouped in locations to be determined by Kroh Bros., Inc.

10. No owner of an improved lot within the area affected by this declaration shall allow any grass or weeds on his lot within 250 feet of any street to attain a height in excess of 6 inches. On remainder of lot, no grass or weeds shall be permitted to attain a height in excess of 12 inches, providing, however, that this paragraph shall not apply to farm crops.

11. None of said lots or portions of lots shall ever be sold, conveyed, transferred, devised, leased or rented to or used, owned or occupied by any person of Negro blood or by any person who is more than one-fourth of the Semitic race, blood, origin, or extraction, including without limitation in said designation, Armenians, Jews, Hebrews, Turks, Persians, Syrians and Arabians, excluding, however, from the application of this paragraph partial occupancy by bona fide domestic servants employed thereon.

12. Kroh Bros., Inc., shall have, and do hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights of way or easements therefor over and upon any part of said land described herein.

13. Each of the restrictions above set forth shall continue and be binding upon Kroh Bros., Inc., and upon its successors and assigns, for a period of twenty years from January 1, 1945, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the owners of the fee simple title to the majority of the front feet of the lots herein described may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty year period, or of any successive five year periods thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing for such purposes, and filing the same for record at least one year prior to the expiration of this first twenty year period, or of any five year period thereafter.

14. The restrictions herein set forth shall run with the land, and bind Kroh Bros., Inc., its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with Kroh Bros., Inc., its successors and assigns, and with each of them to conform to, and observe said restrictions as to the use of said lots, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his, or their lifetime, or title to, said land, and the owner or owners of any of the

MISCELLANEOUS RECORD No. 29

439

in addition to ordinary legal action for damages, and the failure of the Kroh Bros., Inc., or the owner or owners of any other lot or lots in this addition, to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do thereafter. Kroh Bros., Inc., may by appropriate agreement, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment, or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign those rights, or any one, or more of them, at any time, or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

Kroh Bros., Inc.,

Attest: M. R. Ahern, Secretary. (Seal)

By John A. Kroh, President.

State of Missouri)
) SS
 County of Jackson)

On this 11th day of April, 1945, before me, appeared John A. Kroh, to me personally known, who being by me duly sworn, did say that he is the President of Kroh Bros., Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John A. Kroh acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires April 14, 1946. (Seal)

Evelyn Scott, Notary Public in and for said County and State.

This instrument was filed for record and recorded April 23, 1945 at 2:00 o'clock P.M.

(Seal)

Helen Hudson
 Register of Deeds.

4-5

MISCELLANEOUS RECORD No. 6.

511
389
868
87571

151

9 4 6 8 6 .

The J. C. Nichols Realty)
 Company, et al.)
 To)
 The Mission Hills Homes Co.)

D E C L A R A T I O N .

THIS AGREEMENT, Made on this 21st day of July, 1914, by and between The J. C. Nichols Realty Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri and A. C. Jones and Florence C. Jobee, his wife, J. A. Bowman and Minnie F. Bowman his wife, Arthur H. Buckley and Meda G. Buckley his wife, E. J. Vineyard and Mary L. Vineyard his wife, Charles F. Horner and Jessie L. Horner his wife and Oliver Mac Williams, a single man.

WITNESSETH: That Whereas, the parties to this agreement are the owners of all the following described real estate, situated and being in the County of Johnson and State of Kansas, to-wit:

Present boundaries of land affected.

All of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 of Mission Hills, a subdivision of land in Johnson County, Kansas, as the same is shown on the recorded plat thereof, on file and of record in the office of Register of Deeds of said County; and all of that part of Section 10, Township 12, Range 25 in Johnson County, Kansas, described as follows: Beginning at a point in the west line of Mission Drive which is 40 feet south of the north line of said Section 10; thence in a southerly and southeasterly direction along the west line of Mission Drive to the east line of said Section 10; thence south along the east line of said section 10 to its point of intersection with the center line of 59th Street produced west; thence west along the center line of 59th Street produced west to a point which is 300 feet distant from the west line of Mission Drive (measured along a line perpendicular thereto); thence in a northwesterly direction along a line parallel to and 300 feet distant from the west line of Mission Drive to a point 450 feet south of the north line of said Section 10; thence east along a line 40 feet south of and parallel to the north line of said Section 10 to the point of beginning in the west line of Mission Drive. And also all of that part of fractional Section 11, Township 12, Range 25 lying south and west of Mission Hills and north of a line described as follows: Beginning at a point in the State line between Missouri and Kansas, which is 300 feet south of the south line of 60th Street; thence west along a line parallel to the south line of 60th Street and 60th Street produced west, to the west line of said fractional Section 11.

By reference to Mission Drive, 59th Street and 60th Street is meant such drive and streets as shown on the recorded plat of Mission Hills.

Purpose of this agreement.

WHEREAS, some of the parties to this agreement have developed and improved a part of said tract of land, and have opened up and laid out certain streets thereon, and are intending to further develop and improve the same, and to lay out new streets; and all of the parties to this agreement are desirous of building up a first class and permanent neighborhood, possessing more than ordinary attractions with improvements of the most desirable character, and are desirous of providing means for such improvements and utilities for common use as are necessary or desirable in a first class residence neighborhood, and to provide means for paying for such utilities and improvements, and the parties to this agreement are desirous of co-operating with each other for such purposes.

NOW, the parties to this agreement do agree with each other that all of said real estate shall, in the manner and for the period of time hereinafter set forth, be subject to the following covenants, agreements, assessments, restrictions and charges as hereinafter set out.

Subject to Sewer Right of Way Deed.

All of the land above described shall be conveyed hereafter subject to the agreements and provisions contained in a certain sewer right of way deed from The J. C. Nichols Realty Company to Kansas City Missouri, said deed being recorded in Book 114, at page 34 in the office of the Register of Deeds of Johnson County, Kansas.

Other easements reserved.

And all of the lots hereinafter described as are affected shall be conveyed subject to all easements shown on the plat of Mission Hills as shown in Plat Book 5 page 9, in the office of the Register of Deeds of Johnson County, Kansas.

BUILDING RESTRICTIONS.

Definitions.

The word "street" as used in this agreement and in any deeds which may hereafter be given by The J. C. Nichols Realty Company, is intended to mean any public or private street highway, pedestrian way or other thoroughfare shown on the plat of Mission Hills or hereafter laid out in said tract for either the public use or the common use of owners in Mission Hills, whether designated as street,

Misc. Land Records
 JOHNSON COUNTY, KANSAS
 ARCHIVES & RECORDS MANAGEMENT
 Vol 6 Pg 154455

46

MISCELLANEOUS RECORD No. 6.

road, lane, path, way or otherwise. The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant, unless otherwise defined by the individual contracts and deeds.

lots restricted. All of Lots one (1) to ten (10) inclusive in Block two (2), all of Lots one (1) to eight (8) inclusive in Block Three (3) and all of lots in Blocks 5, 6, 7 and 8 in Mission Hills shall be subject to the following covenants, restrictions and reservations:

Use of lots. 1. All of said lots shall be used for private residence purposes only, and no flat nor apartment house, though intended for residence purposes, may be erected thereon. Each residence erected thereon shall be designed for occupancy by a single family.

Cost of residences. 2. Any residence erected on any of the above described lots shall cost not less than \$5,000.00.

Outbuildings. 3. Any out buildings erected on any of the above described lots shall correspond in style and architecture to the residence to which they are appurtenant.

Ownership or tenancy by Negroes prohibited. 4. None of said lots shall be conveyed to, used, owned or occupied by negroes as owners or tenants.

Contracts and deeds how construed. In any contracts or deeds heretofore made or which hereafter may be made by The J. C. Nichols Realty Company affecting any of the above described lots herein restricted, wherein certain lots are defined as being corner lots and certain front building lines are established on certain corner lots, both with reference to the adjoining street or streets, and it is provided that the main body of the residence to be erected on said lot shall not project or extend to the front of such building line or lines and nearer to certain streets than is shown or provided by certain building lines, or if in any such contracts or deeds it is provided that the main body of any residence erected on such lot or lots shall be a certain number of feet back from such street or streets adjoining such lot, it is understood and agreed that certain projections on such residence may extend to the front of or beyond such building line or lines, and may be nearer to such street or streets than the main body of such residence, as follows:

Window projections. Bay, bow or oriel, dormer or other projecting windows or stairway landings, other than the full two story or three story bay, bow or oriel windows or stairway landings may project beyond the front and side building line not more than five (5) feet.

Vestibule projections. Any vestibule not more than one story in height may project beyond the front and side building line not to exceed five (5) feet.

Miscellaneous projections. Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, or any projections for purely ornamental purposes may project beyond the front and side building line not to exceed five (5) feet.

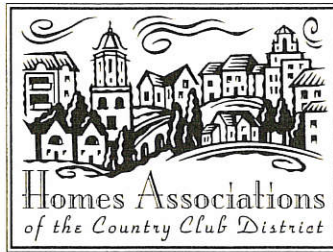
Porch projections. Unenclosed, uncovered and covered porches or balconies, porte-cocheres and terraces may project beyond the front building line not to exceed fifteen (15) feet; on corner lots any porches or balconies, covered or uncovered, enclosed or unenclosed, porte-cocheres and terraces may project beyond the side building line not to exceed ten (10) feet.

Projections into free spaces. If provision is made by The J. C. Nichols Realty Company in any contracts or deeds for certain free spaces appurtenant to any residence, then no part of any residence, except those projections defined above, may encroach upon such free spaces, and then only specifically provided in the individual contracts and deeds.

Pedestrian ways shall be included in required frontage. If in any contracts or deeds hereafter made it is provided that each residence shall have appurtenant thereto, not occupied by any other residence, a certain prescribed frontage of ground on the street on which the lot or tract fronts, pedestrian ways or other paths or places set apart or designed for use of pedestrians only and for the common use of all of the owners in Mission Hills, shall be included in the frontage so required.

Period of Restrictions. All of the building restrictions as above set forth shall continue and be binding upon the parties to this agreement and their respective heirs, successors and assigns, for a period of twenty-five (25) years from June 1, 1914, and shall automatically be continued thereafter for periods of twenty (20) years each, unless at least five (5) years prior to the expiration of this first twenty-five (25) year period or any subsequent twenty (20) year period, the owners of a majority of the net acreage of the land hereby restricted, exclusive of streets, shall execute and acknowledge an agreement or agreements in writing, releasing the land from any or all of the above restrictions as to all of the land hereby restricted, and file the same for record in the office of the Register of Deeds of Johnson County, Kansas; and the termination of this agreement as hereinafter provided shall in no way affect these building restrictions.

Extension of restrictions.



My name is John Sheets and I am the Executive Director of the Homes Associations of the Country Club District. It's a long and fairly dated name for a rather simple concept. We're a consortium of 41 homes associations, all in the Kansas City area, but which fall on both sides of the state line – with about 20 associations in Kansas and 20 in Missouri.

Our association was founded by the one of the pioneers of planned residential communities J.C. Nichols. Mr. Nichols designed and built his first residential neighborhood in the early 1900s and soon after formed the first authentic homeowners association in 1914 in Mission Hills, Kansas. As he proceeded to develop adjacent tracts along the Kansas-Missouri border, he designed each as a cohesive, identified neighborhood with its own homes association, funded by the homeowners and run by a volunteer board.

By the 1940s, it became apparent that each association had similar operations, objectives and challenges. So he formed my organization, the Homes Associations of the Country Club District, to provide administrative services for the volunteer neighborhood leaders and promote interaction among the various associations.

Subsequently the HACCD was incorporated as a “Not for Profit” corporation and for the last 60 years we have provided administrative services and general support to the homeowners and their leaders. We handle everything from what we call the “barking dog” problems – the single most common homeowner complaint – to the financial services and legal affairs of the associations – which is what brings me here today.

In his wisdom, J.C. Nichols, whose first developments pre-dated zoning and other municipal controls, attached iron-clad restrictions to the deeds of the properties he developed. There were proscriptions against commercial development within the neighborhoods, against hotels and boarding houses, against parking lots and warehouses, all of which have withstood legal challenge and have helped to preserve the residential character of the neighborhoods..

Unfortunately, the deed restrictions attached to properties before 1948 also included provisions preventing the sale of properties to Negroes. As you know, that restriction was deemed unenforceable in 1948 but as I mentioned earlier, the documents were iron-clad, well-crafted and drafted to prevent amendment. The provisions for amendment of the documents provided only a brief window for revision every 20 years and only with a nearly impossible to achieve one hundred percent ratification. As you well know, just physically *locating* 100 percent of the population – with absentee owners properties held in trust, properties in estates of deceased owners, part-time residents and other odd circumstances – is difficult. Then there's the added challenge and substantial expense of individually convincing each of those owners to sign a legal document and witnessing that signature.

So the language – unenforceable but nevertheless offensive – has remained in the documents for all these years. It's been an embarrassment to homeowners and to our associations but the cost and daunting logistical challenge of amending the documents was far beyond the limited resources of the associations.

Finally, in July of 2005, with the strong support of the HACCD, the Missouri legislature passed Senate Bill 168 which provides a simplified procedure for one-time amendment of the deed restrictions to delete the "No Negroes" clause. All of our Missouri associations quickly seized that opportunity and are now in the process of preparing and filing the necessary documents to remove the offensive language.

I'm here today, speaking on behalf of our Kansas associations, asking that you pass similar legislation in Kansas. As I mentioned earlier, this legislation would affect those associations formed before 1948, which, in our organization, would include three associations in Mission Hills, Kansas and three associations in Prairie Village Kansas, which represent approximately 4000 households.

On behalf of those 4000 households, I strongly encourage you to pass this legislation and allow us to remove the racial deed restrictions.

KANSAS REGISTER OF DEEDS ASSOCIATION

Marilyn L. Nichols
Shawnee County Register of Deeds
700 SE 7th Street, Room 108
Topeka, Kansas 66603-3932

TESTIMONY OF THE KANSAS REGISTER OF DEEDS ASSOCIATION
TO THE SENATE ELECTIONS AND LOCAL GOVERNMENT
COMMITTEE

HB 2582

March 9, 2006

Chairman Huelskamp and Distinguished Members of the Committee:

I am here as the Register of Deeds for Shawnee County as well as on behalf of the Kansas Register of Deeds Association. I thank you for the opportunity that allows me to offer this testimony before you today.

Our understanding of the intent of this bill is to prohibit a restrictive covenant from being discriminatory in nature and from violating Kansas's laws. In that respect the Kansas Register of Deeds Association has no opposition to that concept.

Our Association does oppose the language that requires our offices to record these "corrective" documents at no charge. This procedure would be setting a precedent in our offices of free recording fees not offered to any other customers other than internal county or city offices that require a document be "of record". We regularly record various corrective documents, or replacement documents, for clearing or correcting title encumbrances, or correcting legal descriptions or whatever the nature of the document states, but not without the appropriate recording fee. We are not sure why that amendment was made or why it should be required of us. We still incur the same costs for personnel and office equipment and preservation methods for this document as for any other. We respectfully request that the provision for recording at no cost be stricken from this legislation.

I thank you for your time and attention to this important matter and would be happy to stand for any questions.

ERROL V. WILLIAMS, Chairman
TOPEKA
BETH M. BRADRICK, Ph.D.
PITTSBURG
DAVID A. HANSON
TOPEKA
CLYDE HOWARD
MANHATTAN
LOU ANN THOMS
TOPEKA
ANTHONY VILLEGAS, SR.
KANSAS CITY
JEROME WILLIAMS
WICHITA

TTY (785) 296-0245
FAX (785) 296-0589
800# 1-888-793-6874



K A N S A S

KANSAS HUMAN RIGHTS COMMISSION

**LANDON STATE OFFICE BLDG. – 5TH FLOOR
900 S.W. JACKSON – SUITE 568 S.
TOPEKA, KANSAS 66612-1258
(785) 296-3206
www.khrc.net**

KATHLEEN SEBELIUS, GOVERNOR

WILLIAM V. MINNER
EXECUTIVE DIRECTOR
RUTH GLOVER
ASSISTANT DIRECTOR
BRANDON L. MYERS
CHIEF LEGAL COUNSEL
JUDY FOWLER
SENIOR LEGAL COUNSEL
BILL WRIGHT
TOPEKA INVESTIGATIVE
ADMINISTRATOR
ORIE KIRKSEY
TOPEKA INVESTIGATIVE
ADMINISTRATOR
JANE L. NEAVE
WICHITA INVESTIGATIVE
ADMINISTRATOR
RICK FISCHLI
RACIAL AND OTHER PROFILING
ADMINISTRATOR
KAREN K. MCDANELD
OFFICE MANAGER

Testimony of the
Kansas Human Rights Commission
Regarding
H.B. 2582
Before the
Senate Committee on Elections and Local Government Committee

March 9, 2006

Staff Attending: William V. Minner, Executive Director
Brandon L. Myers, Chief Legal Counsel
Ruth Glover, Assistant Director

This bill proposes to amend the Kansas Act Against Discrimination (KAAD) which is administered and enforced by the Kansas Human Rights Commission. KAAD generally prohibits housing discrimination based on race, religion, national origin, color, ancestry, sex, disability and familial status.

Restrictive covenants which operate to violate these KAAD prohibitions are illegal and unenforceable. However, it is our understanding that some homeowners' associations have such restrictions which were created when the associations were formed many decades ago and that provisions established by those organizational documents make it very difficult for the association membership to remove the restrictions. This bill seeks to supplement KAAD with provisions that would direct that such provisions would be removed and enforcement provisions should any association not comply, including authorization for KHRC to bring action for injunctive relief.

The State of Missouri passed a similar bill regarding discriminatory restrictive covenants last year and it our understanding that this section of the bill is essentially patterned upon the Missouri bill. Apparently the Missouri bill was prompted, at least in part, by articles in the Kansas City Star last year which outlined the existence of homeowners' association documents containing restrictive covenants, both in Missouri and Kansas.

The Commission certainly does not have any opposition to this bill. It makes it easier for homeowners associations to purge these inappropriate restrictions from their governing documents.

Attached hereto is a letter submitted with regard to formulating the Fiscal Note on this bill. Our letter contains more specific analysis of the bill. We anticipate little impact on the KHRC if the bill passes. We

Elections and Local Government

March 9, 2006

Attachment 7

believe that affected entities in Kansas would likely use this law as the basis to purge such restrictions from their governing documents without being sued. The Missouri Commission indicated to us that there has been essentially no impact on it from the adoption of the Missouri law. We note only a modest amount of expense from updating our publications and posters, and perhaps some additional staff travel to perform duties under these provisions. Please note the reference to a cost in fiscal year 2006 is no longer relevant due to an amendment on the House side deleting a reference to January 1, 2006.

ERROL V. WILLIAMS, Chairman
TOPEKA
BETH M. BRADRICK, Ph.D.
PITTSBURG
DAVID A. HANSON
TOPEKA
CLYDE HOWARD
MANHATTAN
LOU ANN THOMS
TOPEKA
ANTHONY VILLEGAS, SR.
KANSAS CITY
JEROME WILLIAMS
WICHITA

TTY (785) 296-0245
FAX (785) 296-0589
800# 1-888-793-6874



K A N S A S

KANSAS HUMAN RIGHTS COMMISSION

**LANDON STATE OFFICE BLDG. – 5TH FLOOR
900 S.W. JACKSON – SUITE 568 S.
TOPEKA, KANSAS 66612-1258
(785) 296-3206
www.khrc.net**

January 13, 2006

KATHLEEN SEBELIUS, GOVERNOR
WILLIAM V. MINNER
EXECUTIVE DIRECTOR
RUTH GLOVER
ASSISTANT DIRECTOR
BRANDON L. MYERS
CHIEF LEGAL COUNSEL
JUDY FOWLER
SENIOR LEGAL COUNSEL
BARBARA GIRARD
STAFF ATTORNEY
BILL WRIGHT
TOPEKA INVESTIGATIVE
ADMINISTRATOR
ORIE KIRKSEY
TOPEKA INVESTIGATIVE
ADMINISTRATOR
JANE L. NEAVE
WICHITA INVESTIGATIVE
ADMINISTRATOR
RICK FISCHLI
RACIAL AND OTHER PROFILING
ADMINISTRATOR
KAREN K. MCDANELD
OFFICE MANAGER

Ben Cleeves
Division of the Budget
900 S.W. Jackson, Room 504
Topeka, KS 66612

Submitted via e-mail

RE: Requested Fiscal Note for HB 2582

Note: See also SB 328, which contains similar language to HB 2582

Note: See also HB 2544, which contains language similar to that of HB 2582

Dear Mr. Cleeves:

Please find below the Kansas Human Rights Commission's (KHRC) review of House Bill 2582 amending the Kansas Act Against Discrimination (KSA 44-1001 et seq) to prohibit discrimination in homeowners associations' restrictive covenants based on the protected classes of race, religion, color, sex, disability, familial status, national origin, and ancestry.

Analysis of the Proposed Legislation:

- Section 1 provides that no declaration or other governing document of a homeowners association shall include a restrictive covenant in violation of K.S.A. 44-1016 and 44-1017 and amendments thereto.
- Section 1 also provides that, notwithstanding any other provision of law or governing documents, the board of directors of a homeowners association shall amend any declaration or other governing document that includes a restrictive covenant in violation of K.S.A.44-1016 and 44-1017, and amendments thereto, by removing the illegal restrictive covenant. The amendment shall not require the approval of the dwellings owned by members of the association. No other change shall be required to be made to the declaration or governing document of the association pursuant to this section.
- Section 1 further provides that, from and after January 1, 2006, if the Kansas Human Rights Commission or the city or county in which the association is located provides written notice to an association requesting the association delete an illegal restrictive covenant as outlined above, the association shall delete the restrictive covenant within 30 days of receiving the notice.

7-3
300

- Section 1 also states that, if the association fails to delete the illegal restrictive covenant, the Kansas Human Rights Commission, a city or county in which the association is located, or any person adversely affected by such illegal restrictive covenant may bring an action against the homeowners association for injunctive relief to enforce the provisions outlined above. The court may award attorney's fees to the prevailing party.
- "Association" is defined, pursuant to K.S.A. 60-3611, as a nonprofit homeowners organization exempt from federal income tax pursuant to section 528 of the revenue code of 1986, as in effect on the date of this act.
- "Dwelling" is defined, pursuant to K.S.A. 60-4701, as a single-family house, duplex, or multifamily unit designed for residential use in which title to each individual unit is transferred to the owner under a condominium or cooperative system and shall include common areas and improvements that are owned or maintained by an association or by members of an association.
- Section 2 indicates the act takes effect upon its publication in the statute book.

As way of background, K.S.A. 44-1016 defines and prohibits unlawful acts in connection with the sale or rental of real property based on the protected classes of race, religion, color, sex, disability, familial status, national origin and ancestry. K.S.A. 44-1017 defines unlawful acts as to real estate loans based on the protected classes of race, religion, color, sex, disability, familial status, national origin, and ancestry.

The effective date of the legislation is unclear because section one references January 1, 2006, whereas section two references "upon its publication in the statute book", which is considered to be July 1, 2006.

Impact of the Proposed Legislation:

The *Kansas City Star*, on March 13, 2005, reported that, "...a *Kansas City Star* investigation last month that found that more than 1,200 documents involving thousands of homes in the Kansas City area still contain racist language banning blacks, Jews and other ethnic groups. The racially restrictive covenants were routinely recorded in plats and deeds for the first half of the 20th century and placed in many homes association documents not only in Kansas City, but nationwide. Though ruled unenforceable by the U.S. Supreme Court in 1948 and later deemed illegal by the federal Fair Housing Act, many of the restrictions were never removed, mainly because covenants were crafted in such a way that made them difficult to eliminate." The article goes on to report, "If the (Missouri) bill becomes law, it will help numerous homes associations in the Kansas City area deal with what they describe as an embarrassment that has been almost impossible to eliminate. Restrictions written prior to 1950 for many of the J.C. Nichols Co. subdivisions, for example, required that notices to amend the documents be filed five years in advance of their renewal dates-usually every 20 to 25 years-and that all homeowners must agree to the changes."

The Kansas Human Rights Commission does not expect a significant administrative or workload impact if HB 2544 is implemented for two reasons. First, we anticipate that most homeowners associations will willingly comply with the provisions of HB 2544, although publicity from the passage of the proposed legislation may bring this issue to the forefront for the public and increase inquiries to the Commission. Second, if a homeowners association declaration or governing document did contain a restrictive covenant based on a protected class of race, religion, color, sex, disability, familial status, national origin or ancestry and an attempt was made to exercise the illegal, unenforceable provision(s), an individual can already file a complaint with the Commission under the Kansas Act Against Discrimination.

7-4
401

Among other regulations designed to prohibit discrimination based on the protected classes, Kansas Administrative Regulation 21-60-5 states, "It shall be unlawful because of race, religion, color, sex, disability, familial status, national origin or ancestry for an agent, broker, person in the business of selling or renting or any other person for profit to restrict or attempt to restrict, by word or conduct, the choices of a person seeking, negotiating for, buying or real property so as to perpetuate, or tend to perpetuate, segregated housing patterns, or to discourage or obstruct choices in a community, neighborhood or development."

Further, Kansas Administrative Regulation 21-60-6 (b) states, in part, "Discriminatory notices, statements and advertisements, but are not limited to:.....(2) expressing to agents, brokers, employees, prospective sellers or renters or any other persons a preference for or limitation on any purchaser or renter because of race, regulation, color, sex, disability, familial status, national origin, or ancestry."

The above regulations were promulgated in support of the existing provisions of the Kansas Act Against Discrimination, which involves a complaint process. HB 2544 provides an alternative to the existing complaint process, namely by providing a means to remove the illegal provision(s) without the approval of the owners. Further, if the homeowners association fails to delete an illegal restrictive covenant within 30 days of receiving the covenant, the Kansas Human Rights Commission, the city or county in which the development is located, or any person may bring an action against the homeowners association for injunctive relief. The proposed legislation is significant in that it states a public policy prohibiting discrimination.

The State of Missouri passed HB 832, which contains language almost identical to that of HB 2544, during their last legislative session. It became effective on January 1, 2006. According to the Nebraska Equal Opportunity Commission, Nebraska does not have a statute similar to HB 2544. However, individuals can file complaints under the Nebraska Fair Housing Act regarding alleged illegal acts based upon their protected classes. The Oklahoma Civil Rights Commission indicated that individuals may file complaints against homeowners associations that discriminate based on one of their protected classes. We were unable to contact the Colorado Civil Rights Division.

Fiscal Impact:

It is difficult to estimate the number of actions the Commission might need to pursue or the number of contacts received under this bill. We expect that most homeowners associations will willingly comply with the proposed legislation's provisions without our involvement. As such, the fiscal impact on the agency should be limited and we conservatively estimate approximately 100 inquiries in FY 2007 and subsequent years, versus the almost 10,000 public contacts made in FY 2005. Based on our experience in employment, housing, and public accommodation complaints in FY 2005, we estimate that approximately 11 of the inquiries will advance beyond the initial stage.

Minimal additional costs will be incurred for communication costs to answer inquiries, the reprinting of statute books and housing posters, miscellaneous office supplies, and travel for the filing of injunctions. Court filing fees are waived for State agencies. No additional FTE are scheduled as it is anticipated existing personnel can incorporate any additional duties.

Since it is unclear if the effective date of the bill is January 1, 2006 or July 1, 2006, we estimated a nominal expense for implementation in FY 2006 in case the effective date is January 1, 2006. We used 50 inquiries, with five progressing beyond the initial stage. FY 2006 expenses include communication expenses for

7-5
60

answering inquires, printing of books and posters, miscellaneous office supplies, and travel for the filing of injunctions.

<i>Detailed Computation of Expenditures to Implement the Bill:</i>					
	Total FTE	FY 2006	FY 2007	FY 2008	FY 2009
Salaries and Wages by Classification					
N/A		0	0	0	0
Benefits		0	0	0	0
Total Salaries & Wages		0	0	0	0
Contractual Services (list items)					
Object Code: 200 Communications		144	287	381	381
220 Printing/Advertising		418	418	427	427
250 Travel		86	171	176	176
Total Contractual		648	876	984	984
Commodities (list items)					
Object Code: 370 Stationery/Office Supplies		62	124	126	126
Total Commodities		62	124	126	126
Capital Outlay (list items)—N/A					
Object Code: 400 Capital Outlay		0	0	0	0
Aid to Local Units of Govt.					
Total	0	710	1,000	1,110	1,110
<i>Detailed Computation of Revenue Impact (increase or decrease) Created by the Bill and the Funds Affected:</i>					
		FY 2006	FY 2007	FY 2008	FY 2009
Annualized Revenue Impact					
SGF	0	710	1,000	1,110	1,110
Other Funds					
TOTAL REVENUE IMPACT	0	710	1,000	1,110	1,110

We hope this submission meets your needs. Should you have any questions or concerns, please feel free to contact me at 296-2806 or Ruth.Glover@khrc.state.ks.us.

Sincerely,

Ruth Glover
 Assistant Director

cc: File

76



**HOME BUILDERS ASSOCIATION
OF GREATER KANSAS CITY**



600 EAST 103RD STREET • KANSAS CITY, MISSOURI 64131-4300 • (816) 942-8800 • FAX (816) 942-8367 • www.kchba.org

Testimony in Support of HB 2720
Senate Elections and Local Government Committee
March 8, 2006

Chairman Huelskamp and members of the committee:

I appreciate the opportunity to offer written testimony today in support of House Bill 2720. The Home Builders Association of Greater Kansas City is a trade association which represents the interests of nearly 1,300 builder and associate members metro-wide. Our member ranks include, but are not limited to, builders, developers, realtors, residential lenders, etc. who have long supported a development approval process that is fair-minded and accountable. The provisions in HB 2720 aid in accomplishing this goal by ensuring that an applicant receive a thorough explanation as to why a proposal is non-compliant with local sub-division regulations. Therefore, it is our fervent belief that HB 2720 will bring about a plat approval process that is much more even-handed in the consideration of projects.

In providing a written explanation as to the rationale behind a project not meeting with local subdivision regulations, the process will limit the possibility of a potential capricious or arbitrary decision from being made. Furthermore, the bill will also help to more clearly define the roles of the city council and planning commission in their consideration of projects. In our industry, as in business in general, more clearly defined (and consistent) rules and regulations will provide for an easier environment in which to work. Consequently, we would ask for your consideration, and support of House Bill 2720.

Chris Neal
Asst. Director of Kansas Government Affairs