

# **“WHAT WE ARE, WHEN WE WERE”**

## **History of Deer Creek UDI Phase II POA Class 1, Inc.**

### ***FAWN RIDGE***

***“The Park created and maintained by the contributions, dedication and volunteerism of the owners.”***

In August of 1988 when the original owners bought-in at an approximate cost of \$6,000 the area around Deer Creek was much different than what you see today. The area of I-4 and US 27 where Posner Park shopping center is now located was inhabited by Circus World, and later by Baseball City, spring training camp for the Kansas City Royals. If you looked south beyond the power lines you would see orange groves, which is now housing. The area in front, where the bank and strip mall are located consisted of the original sales building and storage for RV's and equipment. The swamp area to the back of our park has been there from the beginning. The main clubhouse, large swimming pool, hot tub, golf pro shop, shuffle board courts and the first nine holes of the golf course had been completed. Entrance to the park was thru the main gate.

Deer Creek was under the ownership of Deer Creek Golf & Tennis Resort, Ltd. (Lawrence Maxwell) and several other corporate entities to present, which consisted of Phase I located to the north west of our present park. Phase II known to us as “Fawn Ridge” was being constructed, with concrete pads being poured and roads being excavated. The swimming pool, bath house and tennis courts were located as they are today. Four park models were placed on sites during 1988 and 1989.

In the mid 1990's due to the installation of park models in Phase I, Mr. Maxwell decided he wanted to buy back the deeds from the members (owners) for approximately \$5,000, which most owners refused. Owners were offered a second membership in another phase, which later was deemed illegal, and those who had purchased these memberships were reimbursed for the cost and maintenance fees they had paid. At this point the owners banded together and wanted to create their own entity in Phase II. In order to approach this legally it was decided to hire an attorney to fight for their rights. Many of the owners provided financing for the attorney.

Mr. Maxwell became very agitated with the owners and felt that they were a pain to him. In April of 1996 the Phase II owners came to an agreement with Mr. Maxwell, and in August, 1996 the courts handed down a judgment that is contained in the covenant describing the parameters of the Deer Creek Phase II. As long as the Phase II owners maintain their duties as described in the covenant it renews automatically every 10 years. The covenant outlines our legal responsibility in maintaining the pool, tennis court, bath house, laundry, four park models, roads and utilities.