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Document: First Amendment to Declaration of Covenants, Conditions,
Easements and Restrictions for Coffee Creek Meadows

Dated: February 19, 2008

Party of the First Part: ARB Properties, Inc., a corporation

Party of the Second Part: Coffee Creek Meadows

Legal Description: See Exhibit "A"

Emi Lathrop & Gage

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR
COFFEE CREEK MEADOWS**

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Coffee Creek Meadows (the "Declaration") is made and entered into as of this 19th day of February, 2008, by ARB Properties, Inc., a Kansas Corporation (hereinafter referred to as "Developer").

WHEREAS, the Declaration, encumbering the real property described on Exhibit "A" attached hereto, was recorded in the Office of the Register of Deeds of Johnson County, Kansas at Book 200706, at Page 009614 on June 27, 2007; and

WHEREAS, the Declaration provides that the same may be amended by the Developer, so long as the Developer controls the Community; and

WHEREAS, the Developer, which is in control of the Community, wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 5.3, Neighborhood's Responsibility, of the Declaration, is hereby amended to read as follows:

5.3 Neighborhood's Responsibility.

The Owners of Units within each Neighborhood shall be responsible for paying, through Special or Specific Assessments, the costs of operating, maintaining and insuring certain improvements and services within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, lawn care, snow clearance, insurance, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided however, all Neighborhoods which are similarly situated shall be treated the same.

All maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall be performed in a manner consistent with the Community-Wide Standard.

2. Section 8.7, Specific Assessments, is hereby amended to add a subsections (c) and (d) as follows:

(c) Upon acquisition of record title to a Unit from the Developer or a builder, each purchaser of a Unit shall contribute to the working capital fund of the Association a one-time initiation fee equal to no more than two (2) months of the then current monthly assessment for such Unit, as determined by the Association Board, for working capital. The Developer shall have no obligation to make contributions to the working capital fund. The purpose of the working capital fund is to insure that the Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board for the performance of its obligations. Amounts paid into the fund are not to be considered as advance payment of Regular Assessments.

(d) Upon acquisition of record title to a Unit from the Developer or a builder, each purchaser of a Unit for which the Association is obligated to maintain casualty insurance herein, shall contribute an amount for insurance premiums as determined by the Board. The purpose of this payment is to insure that the Board will have cash available to pay insurance premiums applicable to the building in which the Unit is a part. Amounts so paid are not to be considered as advance payment of Regular Assessments

4. That the Declaration, including the amendments herein, is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and date first above written.

"Developer"

ARB PROPERTIES, INC., a Kansas corporation

By: Collin D. Acuff
Name: Collin D. Acuff, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 19th day of February, 2008, before me, a Notary Public in and for said state, personally appeared Collin D. Acuff, who stated that he is the Secretary of

ARB PROPERTIES, INC., a Kansas corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires:

Mary F. Martin
Notary Public Mary F. Martin

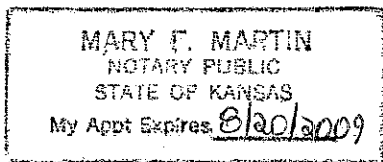


Exhibit "A"

Lots 1 – 49, inclusive, and Tracts A and R, COFFEE CREEK MEADOWS, 1st PLAT, a subdivision in the City of Olathe, Johnson County, Kansas

Lots 50 – 90, inclusive, and Tracts B through N, inclusive, COFFEE CREEK MEADOWS, 2nd PLAT, a subdivision in the City of Olathe, Johnson County, Kansas

Lots 91 and 92, and Tracts O through Q, inclusive, COFFEE CREEK MEADOWS, 3rd PLAT, a subdivision in the City of Olathe, Johnson County, Kansas

