

This instrument filed by  
Security Land Title Company  
Accom

2905570

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**FIRST AMENDMENT TO  
WILDERNESS HOMES ASSOCIATION DECLARATION**

THIS FIRST AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "First Amendment") is made as of the 14 day of OCTOBER, 1998, by WILDERNESS DEVELOPERS, L.L.C.

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision") more accurately described on Exhibit A attached hereto and incorporated herein, the First Plat of which is recorded in the Office of the Register of Deeds of Johnson County, Kansas, in Book 100 of Plats at Page 43, as Document Number 2724272, is subject to certain restrictions set forth in that certain declaration entitled "The Wilderness Homes Association Declaration" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5469 at Page 959 (the "Declaration");

WHEREAS, the "Owners" (as such term is defined in the Declaration) desire to amend the Declaration by establishing "Maintenance Free Lots" (defined below) which Maintenance Free Lots shall receive certain lawn care and snow removal services which are not available to all Lots in the Subdivision;

WHEREAS, the Declaration provides that it may be amended only upon recordation in Johnson County, Kansas, of a Declaration duly executed and acknowledged by three-fourths (3/4) of the Owners;

WHEREAS, the undersigned party satisfies the Declaration's approval requirements.

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. Lots 1 through 22, First Plat, in the Subdivision, are hereinafter defined as "Maintenance Free Lots."

2. Subject to the terms set forth below in Paragraph 3 below, the Association shall (i) remove accumulated snow from the driveways on the Maintenance Free Lots and from sidewalks on the Maintenance Free Lots adjoining the streets and connecting the driveways to the residence front doors, and (ii) provide lawn care to the Maintenance Free Lots. Lawn care shall include mowing, fertilizing, and spraying grass on the Maintenance Free Lots. Lawn care shall not include the care of landscaping, shrubs, gardens or flowers located on the Maintenance Free Lots or the maintenance of sprinkler systems located on the Maintenance Free Lots. Pruning and spraying of trees on the Maintenance Free Lots will be provided on an as-needed basis, which shall be determined by the Association after consultation with the Grounds Maintenance Committee (hereinafter defined).

3. The scope, necessity, frequency, manner and quality of lawn care and snow removal services provided to the Maintenance Free Lots shall be determined by the Association after consultation with the Grounds Maintenance Committee. The Association is hereby

empowered to directly or indirectly provide the lawn care and snow removal services described herein, and to select any and all persons or companies the Association deems necessary or appropriate to provide such lawn care and snow removal services.

4. A Grounds Maintenance Committee shall be formed to advise and make recommendations to the Association about the necessity, scope, quality, frequency, and manner of lawn care and snow removal provided to the Maintenance Free Lots and to implement and oversee the Association's directives with regard to lawn care and snow removal. Any Owner concerns relating to snow removal or lawn care shall be directed to the Grounds Maintenance Committee or its designee. The Grounds Maintenance Committee shall consist of three (3) members. The Association's Board of Directors shall appoint two (2) members, and such appointed members may or may not own one or more Maintenance Free Lot. The remaining member (the "Owner Representative") shall be elected by a majority vote of the Owners of the Maintenance Free Lots. Each Maintenance Free Lot shall be entitled to one vote. The Owner Representative shall own one or more Maintenance Free Lot. Each person on the Ground's Maintenance Committee shall serve a term of two (2) years, except that the Owner Representative shall be immediately replaced if the Owner Representative no longer owns one or more Maintenance Free Lot. The Grounds Maintenance Committee shall meet on April 1 and October 1 of each year, and more frequently as they deem necessary. All decisions and actions of the Grounds Maintenance Committee shall be made by majority vote.

5. Each Owner of a Maintenance Free Lot (other than Developer) shall pay a Maintenance Assessment in addition to the Assessments described in Section 5 of the Declaration. The amount of the Maintenance Assessment shall be established by the Association after consultation with the Grounds Maintenance Committee, and shall be based upon bids from third-party service providers, historical expenditures for lawn care and snow removal services, and such other information deemed appropriate by the Association. The Maintenance Assessments shall be established on an annual basis on or before June 1<sup>st</sup> of each year (except for the period commencing on the date of this First Amendment and ending May 31, 1999, which Maintenance Assessments shall be established as of the date of this First Amendment). The Maintenance Assessments shall be paid in twelve monthly installments on the first day of each month commencing on the first day of the month following the conveyance of a Maintenance Free Lot from the Developer or builder to the Owner, and shall be adjusted monthly to reflect the number of Maintenance Free Lot Owners.

6. Failure of the Association to levy a Maintenance Assessment prior to June 1<sup>st</sup> of each year for the next succeeding fiscal year beginning on June 1<sup>st</sup> shall not invalidate any such Maintenance Assessment made for that particular year; nor shall failure to levy a Maintenance Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Maintenance Assessment is made subsequent to June 1<sup>st</sup> of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the Maintenance Assessment.

7. The terms and provisions set forth in Section 6 of the Declaration shall govern the Association's and the Owners' respective rights and obligations in the event an Owner fails to pay the Maintenance Assessment and the establishment of the liens therefor.

8. This First Amendment hereby establishes an easement on the Maintenance Free Lots in favor of the Developer, the Association, their agents, representatives, employees, and contractors for the purpose of entering the Maintenance Free Lots to provide the snow removal and lawn care described herein.

9. To the fullest extent permitted by law, neither Developer, the Association, the Grounds Maintenance Committee, nor any officer, director, or member (collectively, the "Releasee") thereof shall be liable to any Owner or any Association member, any invitee of any Owner or Association member or anyone claiming by, through, or under any Owner or Association member for any injury, damage, loss, liability, claim, or expense suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which Releasee reasonably believed to be within the scope of its duties.

10. All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

11. Except as otherwise modified herein, the Declaration shall remain in full force and effect.

12. This First Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By: Paul J. Robben  
Paul J. Robben, President

HAYES BROS. CONSTRUCTION CO., a Missouri  
Corporation

By: Ron Hayes Pres.  
Ron Hayes, President

1400  
STATE OF KANSAS ]  
COUNTY OF JOHNSON ] SS  
FILED FOR RECORD

1998 NOV -3 P4: 26 .1

SARA F. ULLMANN  
REGISTER OF DEEDS

STATE OF KANSAS )  
 ) SS:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this 14th day of October A.D., 19 98, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came PAUL J. ROBBEN, President of the WOODSTONE, INC., MEMBER OF WOODSTONE VENTURES, L.L.C., MEMBER OF WILDERNESS DEVELOPERS, L.L.C. a corporation duly organized, incorporated and existing under and by virtue of the laws of KANSAS and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

RONDA K. MILLS  
Notary Public - State of Kansas  
My Appt. Expires 8/10/02

Ronda K. Mills  
Notary Public

My commission expires \_\_\_\_\_

STATE OF KANSAS )  
 ) SS:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this 14th day of October A.D., 19 98, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RON HAYES, President of the HAYES BROS. CONSTRUCTION CO., a corporation duly organized, incorporated and existing under and by virtue of the laws of MISSOURI and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

RONDA K. MILLS  
Notary Public - State of Kansas  
My Appt. Expires 8/10/02

Ronda K. Mills  
Notary Public

My commission expires \_\_\_\_\_

EXHIBIT A

Legal Description

Lots 1 through 75, First Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.