

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOUNTAIN HILLS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 17 day of October, 2016 by BT Residential, LLC, a Missouri limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on November 16, 2004, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Fountain Hills Homeowners Association, Inc., recorded in Official Records of the Public Records of Clay County, Missouri as Document Number T04903 ("Declaration") affecting the real property described as follows:

See Exhibit A

WHEREAS, pursuant to Paragraph 84 of Article XII of the Declaration, the Declaration may be amended at any time by the Declarant to clarify ambiguities; and

WHEREAS, Declarant desires to amend the Declaration to clarify certain covenants;

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

1. Section 6.3 is deleted in its entirety and replaced with the following:

6.3 Annual Assessment. Subject to the terms of this Article, each Lot owned by a Class A Member is hereby subject to an annual assessment ("Annual Assessment") for the purpose of creating a fund to be designated and known as the "Assessment Fund," which Annual Assessment will be paid by the Owner of each Lot in advance as the Association may determine from time to time. The Annual Assessment for each Lot shall be uniform. Anything to the contrary herein notwithstanding, the Declarant, in its sole discretion, shall fix the amount of the Annual Assessment until the

Declarant records the Certificate of Substantial Completion. Thereafter, the Annual Assessment may be modified or increased by the Board up to 110 percent of the previous year's maximum Annual Assessment without a vote of the Members. Any required increase that results in an Annual Assessment greater than 110 percent of the previous year's Annual Assessment must be approved by a simple majority vote of the Members. The Annual Assessment shall commence: (i) as to all Lots upon which a completed Unit has been constructed, on the first day of the month following the month in which a Lot is conveyed to a Class A Member; and (ii) as to other Lots, on the first day of the month following the date of completion of construction of the Unit thereon as confirmed by the issuance of a certificate of occupancy therefor. The Association shall, upon written demand and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether or not the Annual Assessment has been paid for the assessment period for any given Lot. Notwithstanding anything herein to the contrary, in the event a Builder continues to own a Lot after a period of 18 months has elapsed following the date the Declarant conveyed ownership of the Lot, the Builder: (a) shall be obligated to commence payment of the Annual Assessment effective with the first day of the month following the 18th month after initial conveyance; (b) shall be obligated to continue payment of the Annual Assessment from that point until such Lot is conveyed to a Class A Member; and (c) shall not, by virtue of having paid an Annual Assessment, be entitled to any voting rights within the Association.

Initial Working Capital Fund. Each Owner (except the Declarant or original home builder) of a Lot shall, at the time of conveyance to such Owner, pay to the Association an amount equal to the annual assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of annual assessments, but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions, or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the reserve fund.

2. Paragraph 45 is deleted in its entirety and replaced with the following:

45. Abiding by Rules and Regulations. All Owners and occupants shall abide by the By-laws and any Rules and Regulations adopted by the Association. Such Rules may include a procedure to levy fines to enforce these Restrictions.

3. In all other respects, the Declaration is ratified and confirmed.

IN WITNESS WHEREOF, the Declarant hereby certifies this Amendment has received the requisite approval pursuant to Article XII of the Declaration this 17 day of October, 2016.

Declarant: BT Residential, LLC

By: [Signature] Manager
Manager

KANSAS
Missouri Acknowledgment

KANSAS
STATE OF ~~MISSOURI~~)
COUNTY OF Johnson) ss:

On October 17, 2016, before me, the undersigned Notary Public, personally appeared Erika Feingold, to me known, who, being by me duly sworn, did say that he is Manager of BT Residential, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company, and the said Erika Feingold acknowledged that he executed the same as the free act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Kim Y. Miele
Notary Public
State of Kansas
My Appt. Expires 1-13-19

My commission expires:
1-13-19

[Signature]
Notary Public
Kim Y Miele
(printed name)