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Register of Deeds		T20200011121

**FIRST AMENDMENT TO  
COTTAGES AT DAYTON CREEK  
HOMES ASSOCIATION DECLARATION**

THIS FIRST AMENDMENT (“**Amendment**”) is made and entered into as of February 24, 2020, by PV INVESTMENTS, LLC a Kansas limited liability company, (“**Developer**”).

**WITNESSETH:**

WHEREAS, the Developer is the developer of the residential area in the City of Spring Hill, Johnson County, Kansas, commonly known as “Dayton Creek, Fourth Plat”; and

WHEREAS, the Developer has previously executed a certain document entitled Cottages at Dayton Creek Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the “**Recording Office**”) in Book 201909 at Page 0036462 (the “**Declaration**”); and

WHEREAS, the Declaration places certain covenants and assessments upon the following described residential lots (the “**Lots**”) and the following described common areas:

All of Lots 112 through 159, DAYTON CREEK, FOURTH PLAT,  
a subdivision of land in Spring Hill, Johnson County, Kansas.

WHEREAS, pursuant to Article XI of the Declaration, Developer, desires to amend the Declaration as provided herein;

NOW, THEREFORE, the Developer declare and agree as follows:

A. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Declaration.

B. Article III Section 3.2(c) of the Declaration is hereby amended and restated to read as follows:

“(c) The Homes Association shall provide lawn care, consisting of mowing and fertilizing of grass areas only (excluding designated natural areas) on all Lots, and shall maintain the landscaping (not trees) in the front yards only of the Lots, but such mandatory services shall not include the replanting or reseeding of sod or grass, the maintenance of landscaping in the side and rear yards of the Lots, the replacement of trees and landscaping on all Lots, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Homes Association (all of which excluded items shall be the responsibility of the applicable Owner), and if an Owner fences any part of its Lot then the Homes Association may charge back to such Owner any increase in cost to the Homes Association in providing lawn care services, if any. Any fence installed by an Owner shall include a gate of at least 54 inches in width.”

C. Article III Section 3.2(d) of the Declaration is hereby amended and restated to read as follows:

“(d) The Homes Association shall provide and pay for the costs of spring start-up and winterization of any lawn sprinkler system(s) on the Lots that have been sodded, except that the Homes Association shall not be obligated to pay for any damage caused by the negligence or willful misconduct of the Owner or the Owner’s guests or contractors (all of which excluded items shall be the responsibility of the applicable Owner).”

D. Article III Section 3.2(e) of the Declaration is hereby amended and restated to read as follows:

“(e) The Homes Association shall provide snow (**but not ice**) clearing for the driveways, front sidewalks from the driveways to the front porch and front porches on the Lots, as soon as possible when the accumulation reaches two inches (2”) or more and the snow has stopped. **The Homes Association shall not be required to apply any salt, ice melt, sand or chemical treatments to any such surfaces.**”

E. Article IV Section 4.3 of the Declaration is hereby amended and restated to read as follows:

“The monthly assessments provided for herein shall be based upon the calendar year (commencing in 2020) and shall be due and payable on the first day of each month; provided, however, that the first assessment for each Lot shall be due and payable only upon the Lot ceasing to be an Exempt Lot and shall be prorated as of the date thereof. If the effective date of any increase in the rate of assessment is other than the first day of the month, a proper portion (as

determined by the Board) of the amount of such increase for the remainder of such month shall be due and payable on such effective date. No Lot or its Owner shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first monthly assessment has been paid with respect to the Lot.

F. Exhibit A of the Declarations shall be deleted and replaced with new Exhibit A attached to this Amendment.

G. Pursuant to Article XI, Section 11.2 of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots so long as Developer owns any Lots and upon the recordation hereof in the Recording Office.

H. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed.

**DEVELOPER:**

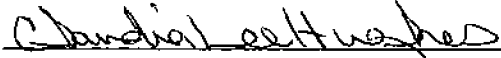
PV INVESTMENTS, LLC,  
a Kansas limited liability company

By:   
Bradley Vince, Managing Member

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF JOHNSON )

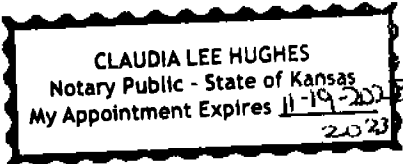
This instrument was acknowledged before me on February 24, 2020, by Bradley Vince, as Managing Member of PV INVESTMENTS, LLC, a Kansas limited liability company.

My Commission Expires:

  
Notary Public in and for said County and State

\_\_\_\_\_  
[SEAL]

Print Name: Claudia Lee Hughes



First Amendment  
February 24, 2020

Exhibit A

**SUMMARY OF HOMES ASSOCIATION SERVICES AND  
HOMEOWNER RESPONSIBILITIES**

<u>Item</u>	<u>Responsibility</u>
Lawn Care (Mowing & Fertilizing)	Association
Landscaping Maintenance, -Spring Mulch, shrub applications, shrub prunings and weeding -front yard only	Association
Landscaping Maintenance of Side and Backyards -HOA strongly encourages residents to hose water Newly Planted Shrubbery twice per week (deep soak) for the first 4 weeks and during extreme heat.	Homeowner
Landscaping and Tree Replacement	Homeowner
Lawn Care of areas behind fenced in patios (if applicable)	Homeowner
Sprinkler System (Start Up & Winterization)	Association
Sprinkler System (Repair and Replacement)	Homeowner
Snow Removal – Driveway, Sidewalk and Porch (2” Min) <b>(ice treatment of these areas is the responsibility of the Homeowner)</b>	Association
Snow Removal- Streets	City
Exterior Home Maintenance/Repair/Painting	Homeowner
Roof Repair/Maintenance	Homeowner
Trash Service	City/Homeowner
Irrigation Water Common Area	Association
Individual Homes	Homeowner
Exterior Building Casualty Insurance	Homeowner
Interior and Contents Insurance	Homeowner

Property Insurance Deductible	Homeowner
Driveway (Repair and Replacement)	Homeowner
Patio Concrete / Front Porches	Homeowner
Patio Enclosure	Homeowner
Fences -black steel fences only per Dayton Creek Fence Guidelines - <b>Homeowner must install a 54 Inch wide gate for lawn company access</b>	Homeowner
Windows/Doors/Screens Includes frames, sashes and hardware.	Homeowner
Lights on Exterior of Home	Homeowner
Gutters Replaced/Downspouts Cleaned Out	Homeowner
Common Area Grounds, Walking Trails	Association
Pool/Fitness Center, Basketball and Pickle Ball Courts	Association

**Disclaimer – This exhibit is merely a user friendly summary of the services of the Homes Association versus Owner responsibilities. In the case of any inconsistency between this summary and the Declaration, the Declaration shall control.**