

This instrument filed by
Security Land Title Company
accom

AMENDMENT TO
DECLARATION OF COVENANTS,
RESTRICTIONS, ASSESSMENTS AND EASEMENTS
OF VILLAS AT PARKSIDE

THIS AMENDMENT ("Amendment") is made this 1st day of January, ~~2003~~ 2004 by Parkside Villas, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the residential subdivision in the City of Shawnee, Johnson County, Kansas commonly known as "Parkside Villas"; and

WHEREAS, Declarant has previously executed a Declaration of Covenants, Restrictions, Assessments and Easements of Villas at Parkside (the "Declaration") and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") as instrument number 3633330 in book 9017 at page 944; and

WHEREAS, the Declaration places certain obligations and restrictions upon the real property described on Exhibit A attached hereto (the "Townhome Property").

WHEREAS, Declarant is the owner of all of the Townhome Property and they desire to amend the Declaration;

NOW, THEREFORE, Declarant declares and agrees as follows:

A. Section 1(a) of Article VIII of the Declaration is hereby amended to read as follows:

(a) maintain, repair and replace all improvements constituting a part of the Common Areas (including, without limitation, the Private Streets), all trunk, branch and common utility lines, all common sewer lines within the Townhome Property (including, without limitation, all sanitary sewer service lines from the applicable manhole or the point of connection at the main line to the entry point into the applicable building, but excluding those within the building), all water meters, and all mailboxes and mailbox stands;

B. Section 3(a)(vii) of Article XII of the Declaration is hereby amended to read as follows:

(a)(vii) The rate of annual assessment per Completed Unit for year 2003 and year 2004 shall be set by the Board and shall be in addition to any other assessments chargeable to a particular Completed Unit and in addition to the initiation fee described in Section 9 of this Article XII and the initial casualty insurance premium described in Section 8 of this Article XII. Thereafter, the rate of annual assessment upon each Completed Unit may be increased (i) by the Board from time to time, without a vote of the members, by up to 20% over the rate of annual assessment in effect for the preceding year, or (ii) at any time by any amount by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase. Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Association to perform its duties as specified in this Declaration.

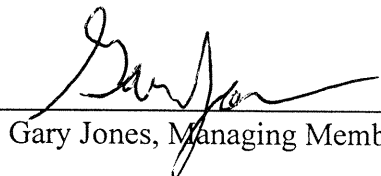
C. Section 8 of Article XII of the Declaration is hereby amended to read as follows:

8. Initial Casualty Insurance Premium. Upon closing of the sale of each Completed Unit by Declarant, the buyer shall pay to the Association that portion of the insurance premiums described in Article X, Section 1, attributable directly to such Unit for the premium period following closing.

D. Pursuant to Article XV of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Townhome Property upon (a) the execution hereof by the Declarant, and (b) the recordation hereof in the Recording Office. Declarant hereby certifies that this Amendment is made pursuant to authority vested in the Declarant by the Declaration.

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

PARKSIDE VILLAS, LLC

By: 
Gary Jones, Managing Member

