

SOMERSET PLACE
AMENDED DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND DEDICATION
OF EASEMENTS

THIS AMENDED DECLARATION is made and entered into this 16th day of April, 2008, by Somerset Place Homes Association, a Kansas corporation authorized to do business in the state of Kansas, hereinafter referred to as the DECLARANT or ASSOCIATION, pursuant to the consent of sixty percent (60%) of all memberships as authorized by ARTICLE XII of the SOMERSET PLACE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS, filed with the Johnson County Recorder of Deeds on or about February 5, 1976 as Document Number 1046489 at Volume 1090, page 668 et seq.

The numbers or designations of said lots, their current addresses and the Amended Declaration encompassing each and all of them are set forth hereinafter.

PURPOSE

The purpose of this Amended Declaration is to establish a beneficial and highly desirable mechanism whereby Somerset Place may become and remain an outstanding and prestigious residential area. This Amended Declaration is in the nature of a constitution setting forth the framework within which such desired result may be obtained.

Easements, if any, for vehicular access, utilities and beautification are among the benefits which must be established by this Amended Declaration. For beauty, utility and continuing high values over the years, provisions must be made for the maintenance of all buildings and improvements in Somerset Place and such provisions must include an enforceable means of obtaining such funds for the carrying out of these advantageous programs.

THE COMPOSITION OF SOMERSET PLACE

Said lots are designated and numbered from 1 to 15, inclusive, and are part and parcel of the sub-division known as SOMERSET PLACE. Their street or postal addresses currently run from 8300-8444 Somerset Drive, Prairie Village, Kansas 66207.

THE DECLARATION

Declarant hereby declares that all of the land described above and filed for record of Somerset Place consisting of, or providing for some fifteen (15) single family residences is, and shall be held, used, occupied, sold, conveyed, hypothecated or encumbered, and improved subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the above described property or any part thereof, and shall inure to the benefit of each and every such party.

ARTICLE I

DEFINITIONS

“ASSOCIATION” shall mean Somerset Place Homes Association, a Kansas not-for-profit corporation.

“MANAGEMENT COMPANY” shall be the entity hired by the Association to carry out the obligations of the Association.

“LOT” may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions herein contained.

“UNIT” shall mean that which is designed to be and used exclusively for single family residential purposes, and shall include both the lot and the residence.

“OWNER” shall mean the Owner in Fee Simple of any Unit.

“PROJECT” shall mean Somerset Place as it may ultimately be fully developed.

“SOMERSET PLACE” shall mean and refer to the subdivision in Prairie Village, Kansas, approved for development without, however, any commitment, undertaking or promise whatsoever to do so by Declarant within the approximately 5.223 acre tract lying just South of 83rd Street and just West of Somerset Drive, running North and South in Prairie Village, Kansas, and legally described as:

A part of the E 1/2 of the SE 1/4 of Section 28, Township 12, Range 25, now in the City of Prairie Village, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the E 1/2 of the SE 1/4 of said Section 28; thence N 90° E, along the North line of the E 1/2 of the SE 1/4 of said Section 28, a distance of 180 feet, to a point on the centerline of Somerset Drive, as now established; thence S 0° 01' W, along a line 180 feet East of and parallel to the West line of the E 1/2 of the SE 1/4 of said Section 28, and along the centerline of said Somerset Drive, a distance of 996.83 feet, to a point of curvature; thence Southerly and Southwesterly, along the centerline of said Somerset Drive, said line being on a curve to the right, having a radius of 500 feet, and a central angle of 45° 50' 12", a distance of 400 feet, to a point of compound curvature; thence Southwesterly, along the centerline of said Somerset Drive, said line being on a curve to the right, having a radius of 5730 feet, a central angle of 0° 23' 38", and whose initial tangent bearing is S 45° 51' 12" W, a distance of 39.39 feet, to a point on the

West line of the E 1/2 of the SE 1/4 of said Section 28; thence N 0° 01' E, along the West line of the E 1/2 of the SE 1/4 of said Section 12, and along the East line and its extension of TOWN AND COUNTRY ESTATES, a subdivision of land in Johnson County, Kansas, a distance of 1382.82 feet, to the point of beginning, containing 5.223 acres, more or less, of unplatted land.

ARTICLE II

MEMBERSHIP

1. Membership and voting rights in the Association. Every person or entity who is an Owner of a fee simple interest in one or more Units shall be a Member of the Association. Ownership of such Unit shall be the sole qualification of membership. All members shall be entitled to one vote for each unit in which they hold the interest required for membership as stated in Article II herein. When more than one person holds such interest in any unit, all such persons shall be Members and the vote for such Unit shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any one Unit.

2. Quorum, Proxies, Voting.

- a. Sixty percent (60%) of the outstanding membership of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the Association.
- b. At all meetings of the Association, a member may vote in person or by proxy executed in writing by such member. Such proxies shall be filed with the Secretary of the Association before or at the time of a meeting. No proxy shall be valid after twelve (12) months from the date of its execution. Every proxy shall be revocable and shall automatically cease

upon conveyance by a Member of his Unit. No one owner of a membership may vote more than one additional vote by proxy.

3. Articles of Incorporation and Bylaws. Except as specifically set forth in this Amended Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws. In any event, if any provisions set forth in this Amended Declaration applicable to notice, voting, and quorum requirements are in conflict with any provisions of Kansas laws applicable to not-for-profit corporations on the date of this Amended Declaration, or at any time after said date, the applicable provisions of Kansas laws shall control.

ARTICLE III

RIGHTS OF OWNERS AND OF THE ASSOCIATION

1. The Association, acting by and through its Board of Directors, has the power to grant licenses, rights-of-way and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person.
2. The Board of Directors of the Association may fix penalties for the violation of any of its rules and regulations as stated in this Amended Declaration or as may be amended or approved from time to time.

ARTICLE IV

MAINTENANCE

Because of the fact that Units, although separately owned, are a part of this Project, and said Project is designed to become an outstanding and prestigious residential area, Declarant does hereby set forth herein certain stipulations which shall govern the ownership or leasing of Units, and shall be binding on the Owners and Tenants of each Unit and upon the Association.

1. Each Owner or Tenant shall maintain each such Unit, including patio area(s), in a neat, clean and orderly condition. This requirement of maintenance shall particularly extend to all items which can be seen externally, including exterior and interior cleaning of windows, and replacement of broken glass and burned-out light bulbs, if any.
2. The following shall be the obligation of the Association: maintenance of lawns; trash and snow removal; sprinklers and common water system (not within the interior of any Unit). The Association may provide, at the discretion of the Association acting through its Board of Directors, an allowance to Owners for purposes of exterior painting of the Unit.
3. The cost of maintenance and upkeep of the Project shall be divided equally among all of the Units which are from time to time subject to this Amended Declaration. Such costs of maintaining the Project shall be the total costs necessarily expended for the proper maintenance, repair and aesthetic appeal of the Project.

ARTICLE V

MANAGEMENT COMPANY

The Association may employ, by contract, a Management Company to carry out all of the functions of the Association, as delineated in this Amended Declaration. The negotiated and agreed fee to be paid such Management Company shall be on a fair, reasonable and competitive basis, and shall be adjusted upwards or downwards from time to time as any such contract or understanding may provide or upon termination. The Management Company, under the direction of the Association, shall perform all maintenance as aforesaid, and shall keep appropriate books and records in accordance with generally accepted accounting principles. It is contemplated that the Management Company will be a profit-making company with sufficient incentive to assure the Owners that they will receive high-quality management service. All expenditures of the Management Company under its agreement with the Association, and the fee paid to the Management Company shall be included as maintenance costs in accordance with the provisions hereof and such costs shall be allocated to the Owners as herein provided.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

- I. Creation of the Lien and Personal Obligation Assessments. Each Owner of a Unit, by acceptance of a Deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association all assessments or charges, general and special, to be fixed, established, levied and collected from time to time as herein provided. Such

assessments, together with such interest thereon and such costs of collection thereof as may be hereinafter provided, shall be a charge on the land and/or improvements, and shall be a continuing lien upon the property against which each such assessment is made. Regardless of any alleged reason, claim, assertion or defense believed, advanced or made by any Unit Owner, timely payments are agreed to, and shall be made by any such Unit Owner of all such assessments and each such Unit Owner shall be jointly and severally liable for all such assessments or charges as fixed, established or levied against his or her Unit. Prior to the consummation of the transaction whereby Owner obtains Fee Simple Title to the Unit, there shall be paid by all such members to the Association or to the manager on behalf of the Association a sum equal to two (2) months of installments of assessments which will be, and become a part of the initial working capital contributions to the Association; thereafter, payment of annual assessments on a monthly basis shall be in accordance with paragraph 3 of this Article hereinafter.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Project, and, in particular, for the maintenance of the Units.
3. Annual Assessments. Annual assessments or charges shall be established as of January 1 of each year and shall remain constant throughout that calendar year, except as hereinafter set forth, and shall be subject to the following limitations thereon:
 - a. From and after January 1, 2008, the maximum annual assessment of

- \$2640.00 per Unit, shall be payable \$220.00 per Unit monthly which, as all monthly assessments, shall be paid on or before the first day of each calendar month and shall be delinquent after the 10th day of such month.
- b. From and after January 1, 2009, the maximum annual assessment may not be increased more than 10 percent (10%) above the maximum assessment for the previous calendar year, and allocated on a monthly basis.
 - c. From and after January 1, 2010, the maximum annual assessment may be increased above the amount provided in paragraph 3.b by an affirmative vote of at least sixty percent (60%) of all the Unit Owners who are present and voting in person or by proxy at a meeting called for such purpose by no less than ten (10) nor more than forty (40) days notice in writing to each Unit Owner, stating the time, purpose and place of said meeting.
 - d. After consideration and determination of current routine repair, maintenance, care and operational costs, and other needs of the Association, the Board of Directors shall levy the annual assessments for the forthcoming calendar year for each Unit payable monthly at an amount not in excess of the maximum allowable by this paragraph 3.
 - e. It is understood and agreed that in determining and budgeting such assessments, the Association shall take into consideration the fee of the Management Company as well as the mandatory separate annual reserve for anticipated major repairs or replacements. Annual assessments for each Unit Owner payable monthly for the ensuing calendar year shall be

established by the Association on the basis that said costs as estimated under the budget shall be borne equally by the Owners of such Units. In the event there is an excess of money collected from such annual assessments paid monthly over the costs of any such year, excluding, however, the total mandatory separate annual reserve accruing in the budget to provide required funds for repair or replacement, of major items in the Project, any such excess shall also be taken in to consideration in preparing the budget and the annual assessments to be paid monthly for the following calendar year.

4. Reserves for Replacement. The Association shall, at all times, to extent possible, include in the annual assessments levied pursuant to Article VI hereof adequate sums for the establishment and maintenance of a reserve fund for performance of the obligations of the Association and the repair, replacement or funding of such items and services as the Association is required to provide or perform. The amount of such annual assessment applicable to the reserve fund shall be funded by regular monthly payments from the Unit Owners. The Association shall set the reserve fund apart as a separate account on the books and records of the Association such that no part of such reserve fund may be used by the Association or any Unit Owner for ordinary operating expenses. Funds from said reserve fund may be disbursed by the Association only for the purpose of defraying the costs of repair or replacement of Association equipment or property or for the provision of an allowance to Unit Owners for purposes of exterior painting or maintenance.

The Association shall submit to Unit Owners not less frequently than annually reports as to the status of such reserve fund. The proportional interest of any Unit Owner in any such reserve fund shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

5. Uniform Rate of Fees or Charges. All fees or charges must be fixed by the Board of Directors of the Association at a uniform rate for all Units.
6. Late Charges. If an assessment or special assessment is not paid when due, the Association may consider, determine and assert that a default in one month's payment constitutes a default for the entire calendar year's assessment and declare the entire year's assessment immediately due and payable. In addition to such remedy, the Association may impose a Late Charge of \$25.00 per month for each delinquent payment, which Late Charge shall be imposed on the tenth of each month after which the assessment is not fully paid. All such Late Charges, in addition to all other charges, shall become a lien on the defaulting Unit as any other assessment until paid.
7. Notice. The mortgagee under each Unit will be given written notice by the Association if the Owner is in default of the payment of any dues or assessments imposed by the Association, or is in default with respect to any other obligation imposed by the Association, and the mortgagee will receive written notification from the Association of any default which is not cured within thirty (30) days.

8. Foreclosure of Lien. If any assessment made pursuant to the provisions hereof remains unpaid for thirty (30) days after the date upon which it is due, it may be foreclosed by suit by the Association in a like manner as a mortgage of real property, and Unit Owner shall be required to pay reasonable rental therefor. The Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage and convey any property acquired as a result of a successful bid. Suit to recover money charged for unpaid Maintenance assessments may be maintained without foreclosing or waiving the lien securing the same.

ARTICLE VII

INSURANCE

Each Unit Owner shall be required to obtain and maintain his own homeowners and casualty insurance in an amount equal to then current replacement value of the Unit. Upon request of the Association, the Unit Owner shall be required to show proof of such insurance either by the policy itself or a certificate of insurance.

ARTICLE VIII

RESTRICTIONS

1. The Association may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and may publish and/or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or

appropriate. Incorporated herein by reference and as fully effective as if set forth herein in full are the Restrictions and Requirements of the City of Prairie Village, Kansas, including but not limited to utility easements, set-back lines, free space required and the minimum required square footage of a lot. The Association may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

2. No residence shall be less than 1,650 square feet on the first floor exclusive of porches, garages and basement areas except if and when the residence is more than one story, in which event the minimum total square footage shall be 2,000; and except for the residence to be constructed on Lot 15 which shall not be less than 1,400 square feet on the first floor, or if such residence is more than one story, its minimum total square footage shall be 1,800. All plans are to be approved by the Association.
3. The Association reserves the right to make such changes and/or substitutions of materials and construction which are deemed necessary and in the best interest of the Project.
4. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior additions to or change or alteration therein be made including reconstruction after a casualty loss until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and/or any other proposed form of change including, without limitation, any other information specified by Association shall have been

submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Association.

5. No Unit or part of any Unit shall be used for a purpose other than a private, single family residence; provided, however, that part of a Unit, in conjunction with its use as a single family residence and purely as an ancillary use with no regular customers or inviting of customers to the Unit, or signs or advertising of any type, on or off the Unit, also may be used as an office by the Occupant with the prior written consent of the Association.
6. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed or other buildings shall be erected, used or maintained on any Unit at any time without the prior written consent of the Association.
7. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of said Units without the prior written consent of the Association.
8. No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any of said Units without the prior written consent of the Association.
9. Except as set forth under paragraph 5 of this Article hereinbefore, no sign shall be hung or displayed either on the inside or the outside of any Unit or otherwise or so as to be seen from the exterior, and no awnings, canopy, shutter, air conditioning

apparatus or unsightly projection or radio or television antenna shall be affixed to, or placed upon an exterior wall or roof or the Unit's premises without the prior written consent of the Association; provided, however, with the prior written consent of the Association, one "for sale" sign at any one time may be displayed by or on behalf of an Owner solely in the ground area in front of his Unit until sold, all in accordance with laws of the city of Prairie Village, Kansas.

10. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Project other than household pets, which shall be limited in accordance with the laws of the city of Prairie Village, Kansas. All pets shall be leashed when beyond the confines of the home and patio area but not to any fence. No pet will be kept, bred or maintained for commercial purposes.
11. No noxious or offensive trade or activity shall be carried on, upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Unit.
12. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles, and then limited to as brief a period of time as possible. No camper, boat or other similar vehicles shall be permitted to stand exposed to view on any driveway or other portion of

any lot longer than 14 hours in any 24-hour period. Garage doors shall be kept closed at all times, except during actual ingress and egress.

13. All roofing shall be constructed of either wood shingles, wood shake shingles or composition shingles. No Unit shall simultaneously have both wooden and composition roofing shingles. Any wooden roofing shingles shall be fireproof and of high quality. Composition roofing shingles shall be selected from a current list of pre-approved product, available from the Association, or as approved by the Association. All required city permits shall be obtained prior to commencement of any work in replacing or re-roofing any Unit and the Association shall be notified a minimum of fourteen (14) days prior to the commencement of such work.
14. The foregoing covenants of this Article VIII shall not apply to the activities of the Association. The Association may maintain in or upon such portions of the Properties as the Association determines, such facilities as in its sole discretion may be necessary or convenient, including, storage areas and signs.

ARTICLE IX

A. EASEMENTS

The property subject to this Amended Declaration shall be subject to a perpetual utility easement in gross to the Association, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Amended Declaration or amendments thereto,

The Association shall have, and does hereby reserve the right, to locate, maintain and

use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television, master television antenna system, a master lawn sprinkler system and other utilities, and conduits to said Unit premises for any and all utilities, pumps and systems, and to give or grant rights of use of easements therefor, over, under, through, and upon any part of the land subject to this Amended Declaration, except the portions thereof upon which Units have been erected.

B. MASTER LAWN SPRINKLER SYSTEM

The Association shall have, at any time or from time to time, the right of access to each and all of the lots described herein for the purpose of selecting, installing and completing a master lawn sprinkler system, and the Association and the Property Manager shall thereafter have at and upon all necessary times and occasions the right of access to each and all of said lots for the purpose of repair, maintenance, replacement or improvements in said master lawn sprinkler system. The Association shall purchase and install when determined by it, one water meter for said master lawn sprinkler system which shall be located in the aforesaid utility easement as solely determined by the Association, which water meter shall be the property of the Association. The Property Manager shall have the sole right, power and authority to regulate and control automatically the said master lawn sprinkler system. The Property Manager shall give reasonable notice, in writing or otherwise, in advance of the time schedule to be utilized in the operation of the master lawn sprinkler system, and if, as and when there is or are any changes therein, the Property Manager shall render similar reasonable advance notice to each Unit Owner. All costs and expenses of maintenance, repairs, replacements or

improvements and the cost of the water consumed by the operation of the entire master lawn sprinkler system shall be allocated and charged monthly to each Unit Owner on a pro rata basis.

ARTICLE X

ENFORCEMENT

The Association, its successors and assigns, and also the Owner or the Owners of any of the Property hereby restricted, shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the covenants, conditions and restrictions set forth above, in addition to any ordinary legal action for damages. The failure of the Association, its successors and assigns, or any Owner or Owners of the Property in the Association to enforce any of the covenants, conditions and restrictions set forth herein at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

ARTICLE XI

RELEASE OR MODIFICATION

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with and binding the land subject to this Amended Declaration, and shall remain in full force and effect for a term of twenty (20) years from the date this Amended Declaration is recorded, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified, changed or cancelled, in whole or in part, by a written agreement signed by not less than sixty percent (60%) of the Owners respectively of all memberships then subject to this Amended Declaration. Any agreement modifying, changing,

or cancelling these restrictions shall become effective upon the date of its recording in the Department of Records and Tax Administration of Johnson County, Kansas, and shall not be applicable to existing buildings in the Project except as herein set forth and so authorized.

ARTICLE XII

AMENDMENTS

Except as otherwise provided Article XI, the covenants, conditions, provisions and restrictions of this Amended Declaration may be abolished or changed, at any time, in whole or in part, only with the consent of sixty percent (60%) of all memberships evidenced by a signed instrument.

ARTICLE XIII

GENERAL PROVISIONS

1. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this Amended Declaration; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Amended Declaration or against such sold or otherwise transferred Unit.
2. Consents. Any other provision of this Amended Declaration to the contrary notwithstanding, the Association shall not, without the prior written consent of all first mortgagees of record:
 - a. Abandon or terminate the Amended Declaration ; or

- b. Modify or amend any of the substantive provisions of the Amended Declaration; or
 - c. Change the method of determining the obligations, assessments or other charges which may be levied against any Unit or the Owner thereof as provided for in this Amended Declaration; or
 - d. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, or the upkeep in lawns and plantings in the Project.
3. Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit by the governing body of the City of Prairie Village, Kansas, or its delegate, provided, however, said notice may be delivered by other means.
4. Separability. Invalidation of any provision or restriction set forth herein or any part thereof by an order, judgment or decree of any court of law or equity, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain, and continue in full force and effect.
5. The captions contained in this Amended Declaration are for convenience only and are not a part of this Amended Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Amended Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

SOMERSET PLACE HOMES ASSOCIATION

By: Donna Potts
Printed Name: Donna Potts
Its: President

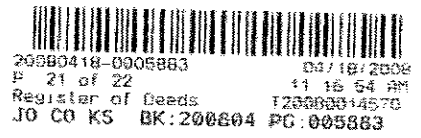
ATTEST:

[Signature]
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 16th day of April, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donna Potts President of SOMERSET PLACE HOMES ASSOCIATION, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

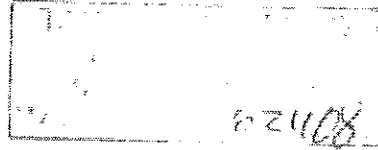
IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Tanna Peters
Notary Public

My Commission Expires:

6-24-08



JO CO KS	BK:202202	PG:000102
	20220201-0000102	
Electronic Recording		2/1/2022
Pages: 6	F: \$106.00	9:41 AM
Register of Deeds		T20220005386

COVER SHEET

Title of Document: Amendment to the Somerset Place Amended Declaration of Covenants, Conditions, Restrictions and Declaration of Easements

Date of Document: December 26, 2021

Grantor: Somerset Place Homes Association

Grantee: Somerset Place Homes Association

Legal Description: See Exhibit A

Reference Document: Book 1090, Beginning at Page 668
Recorded on February 10, 1976

Submitted by: Rod J. Hoffman
Martin, Pringle, Oliver, Wallace & Bauer, LLP
9401 Indian Creek Parkway, Suite 1150
Overland Park, KS 66210
(913) 491-5500

**AMENDMENT TO THE SOMERSET PLACE
AMENDED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
DECLARATION OF EASEMENTS**

THIS AMENDMENT to the Somerset Place Amended Declaration of Covenants, Conditions, Restrictions and Declaration of Easements is made this 26th day of December, 2021, by Somerset Place Homes Association, a Kansas non-profit corporation and its members (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, on February 10, 1976 Saul Ellis and Company, Inc., a Kansas Limited Liability Corporation ("Declarant"), filed that certain Declaration of Covenants, Conditions, Restrictions for Somerset Place, recorded in Records Book 1090, Page 668 et seq., of the Public Records of Johnson County, Kansas ("Declaration"); and

WHEREAS, pursuant to Article XII of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended at any time by the affirmative vote of Members representing the total votes of the Association; and

WHEREAS, a special meeting of the Association was held on December 6, 2021 for the purpose of considering this amendment at which meeting 11 votes were cast in favor of the Amendment and 0 votes were cast against this Amendment; and

WHEREAS, the Board of Directors has proposed to amend and restate the Declaration in order to update the method of community governance, among other things; and

WHEREAS, notice of a special meeting of the Association for the purpose of considering this Amendment was given to each member on November 10, 2021; and

WHEREAS, sixty percent of the total votes in the Association, voted to amend the Declaration by adopting this amendment; and

NOW, THEREFORE, the Declaration is hereby amended by striking in their entirety and substituting in its place the following;

ARTICLE I

"ASSOCIATION" shall mean Somerset Place Homes Association, a Kansas not-for-profit corporation. The Association shall act through its Board of Directors.

ARTICLE VI

Section 1. Creation of the Lien and Personal Obligation Assessments. Each owner of a unit, by acceptance of a deed therefor, whether or not it shall be so

expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association all assessments or charges, general and special, to be fixed, established, levied and collected from time to time as herein provided. Such assessments, together with such interest thereon and such costs of collection thereof as may be hereinafter provided, shall be a charge on the land and/or improvements, and shall be a continuing lien upon the property against which each assessment is made. Regardless of any alleged reason, claim, assertion, or defense believed, advanced or made by any Unit Owner, timely payments are agreed to and shall be made by any Unit Owner of all such assessments and each such Unit Owner shall be jointly and severally liable for all such assessments or charges, as fixed, established or levied against his or her unit.

ARTICLE VIII

Section 1. No outdoor items including, but not limited to, buildings, fences, decks, driveways, hot tubs, or other structures shall be commenced, erected, or maintained upon the properties nor shall any exterior additions to or change or alteration therein be made including reconstruction after a casualty loss until the plans and specifications showing the nature, kind, shape, height, material and location of the same and/or any other proposed form of change including, without limitation, any other information specified by the Association shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Association.

Section 4. All exterior changes to residences including, but not limited to architectural details, setbacks, colors, materials or other matters relative to architectural style or details, shall be submitted to the Board of the Association for approval prior to work commencing. Paint colors shall be selected from pre-approved colors available from the Association. Incorporated herein by reference and as fully effective as if set forth herein in full are the Restrictions and Requirements of the City of Prairie Village, Kansas, including but not limited to utility easements, set-back lines, free space required and the minimum required square footage of a lot. The Association may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of the Article.

IN WITNESS WHEREOF, the undersigned owners and officers of Somerset Place Homes Association hereby certify that this Amendment has received the requisite approval pursuant to Article XII on this 26th day of January, 2022.

SOMERSET PLACE HOMES ASSOCIATION

Nancy S. Osgood
President

Ann H. Foster
Secretary

Nancy S. Osgood
Printed Name

ANN H. FOSTER
Printed Name

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 26th day of January 2022, before me personally appeared Nancy S. Osgood, who, being by me duly sworn, did say that Nancy S. Osgood is the President of Somerset Place Homes Association, a not-for-profit Corporation organized under the laws of the State of Kansas, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and said Patricia A. Steele acknowledged said instrument to be the free and deed of said not-for-profit Corporation.

WITNESS my hand and official seal hereto attached the day and year in this certificate above written.



Patricia A. Steele
Notary Public

My commission expires:
2/19/2025

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 26th day of January 2022, before me personally appeared Ann H. Foster, who, being by me duly sworn, did say that Ann H. Foster is the Secretary of Somerset Place Homes Association, a not-for-profit Corporation organized under the laws of the State of Kansas, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and said Patricia A. Steele acknowledged said instrument to be the free and deed of said not-for-profit Corporation.

WITNESS my hand and official seal hereto attached the day and year in this certificate above written.



Patricia A. Steele

Notary Public

My commission expires:
2/19/2025

EXHIBIT A

Lots 1 through 15, Somerset Place, a subdivision of land in Prairie Village, Johnson County, Kansas.