

**AMENDMENT TO  
CONDOMINIUM DECLARATION OF  
GRAMERCY PLACE CONDOMINIUM ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS: That by a vote of more than 67% of the aggregate Unit Interests in the **GRAMERCY PLACE CONDOMINIUM ASSOCIATION** who are the owners of the real estate situated in the County of Johnson, State of Kansas, legally described on the attached exhibit "A" incorporated herein, do hereby subject the above-described property to the following amendments to the Declaration of Restrictions, to-wit:

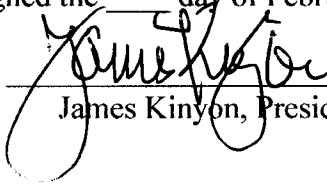
Section 32 (a) shall be amended as follows:


1. All owners (name on title at the Johnson County Register of Deeds) shall reside in and occupy each unit. No unit shall be rented or leased in the premises to any non-resident party. All unit owners that rent units currently shall be exempted from this requirement until such unit is sold or there is any title transfer whatsoever and only so long as the lease is approved and on file with the Association.
  
2. All carports shall be owned by Gramercy Place Condominium Association, Inc., or an owner who resides at Gramercy Place Condominium Association, Inc., (name on title). No carport shall be rented or leased in the premises to any non-resident party. All carport owners that rent carports currently shall be exempted from this requirement until such carport is sold or there is any title transfer whatsoever and only so long as the lease is approved and on file with the Association and a monthly fee is timely paid by the owner to the association.
  
3. The Board of Directors are authorized to initiate steps for the construction of additional carports to be sold to resident-owners or rented to resident-owners by the Gramercy Place Condominium Association, Inc.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. All other terms and provisions of the original Declaration except as amended herein shall remain unchanged and are hereby ratified. In the event any provision of this Amendment shall be in conflict with any other provision of the Declaration or any other document affecting the rights of the owners of Gramercy Place Condominium Association, this Amendment shall govern.

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon all persons claiming by, through or under it.

Signed the \_\_\_\_\_ day of February, 2006

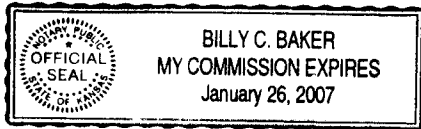
By   
James Kinyon, President of Gramercy Place Condominium Association.

  
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STATE OF KANSAS )  
 )ss:  
COUNTY OF JOHNSON )

On this 15 day of February 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, came James Kinyon, President of GRAMERCY PLACE CONDOMINIUM ASSOCIATION, and who is personally known to me to be such authorized officer, and who is personally known to me to be the same person who executed, as such authorized officer, the within instrument on behalf of said Homes Association as President of GRAMERCY PLACE CONDOMINIUM ASSOCIATION, and such person 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.



Billy C Baker  
NOTARY PUBLIC


My Commission Expires:  
1-26-2007

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EXHIBIT A

LAND

A part of Lot C and a part of Lot D, GRAMERCY PARK, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of said Lot C; thence N 89° 57' 30" E, along the North Line of said Lot C, a distance of 270 feet; thence N 0° 14' 00" E, a distance of 26.74 feet, to the most Northerly point of said Lot C, said point also being on the Westerly right of way line of Perry Lane, as now established; thence Southeasterly along the Westerly right of way line of said Perry Lane, said line being on a curve to the left, having a radius of 367.03 feet, a central angle of 29° 54' 25", and whose initial tangent bearing is S 23° 05' 35" E, a distance of 191.58 feet, to a point of tangency; thence S 53° E, a distance of 212.57 feet; thence S 0° E, a distance of 206.49 feet; thence S 90° W, a distance of 89.56 feet; thence S 0° E, a distance of 16.80 feet; thence S 51° 40' 30" E, a distance of 38.24 feet; thence S 0° E, a distance of 91.91 feet; thence N 90° E, a distance of 23 feet; thence S 0° E, a distance of 75.81 feet, to a point on the Northerly right of way line of Perry Lane, as now established; thence Southwesterly, Westerly and Northwesterly along the Northerly right of way line of said Perry Lane, said line being on a curve to the right, having a radius of 288.31 feet, a central angle of 30° 47' 29", and whose initial tangent bearing is S 66° 42' 31" W, a distance of 154.94 feet, to a point of tangency; thence N 82° 30' W, a distance of 38.78 feet, to a point of curvature; thence Northwesterly and Westerly on a curve to the left, having a radius of 984.93 feet, a central angle of 7° 16', a distance of 124.92 feet, to a point of tangency; thence N 89° 46' W, a distance of 208.16 feet, to a point on the Easterly right of way line of Switzer Road, as now established; thence N 0° 14' E, along the Easterly right of way line of said Switzer Road, a distance of 671.58 feet, to the point of beginning of subject tract.

  
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