

2403311

**SADDLEBROOKE 2ND PLAT
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION, made as of the 13th day of June, 1994, by HIGHLANDS GROUP, a Kansas general partnership (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a 2nd Plat of the subdivision known as "SaddleBrooke"; and

WHEREAS, such plat adds the following lots to the subdivision of SaddleBrooke (the "Additional Lots"), to wit:

Lots 72 through 87 and Tract A of SaddleBrooke 2nd Plat, a subdivision in the City of Shawnee, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Saddlebrooke Homes Association Declaration, dated as of May 20, 1993 (the "Original Declaration"), executed by the Declarant and filed with the Office of the Register of Deeds of Johnson County, Kansas on May 24, 1993, and recorded as Instrument No. 2250433 in Book 3941 at Page 502.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Section 15 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

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STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1994 JUN 13 P 4:01.2

SARA F. ULLMANN
REGISTER OF DEEDS

VOL 4356 PAGE 876

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed as of the date first above written.

HIGHLANDS GROUP, a Kansas general partnership

By: CASEY-MATT, INC.,
a partner

By: Don D. Donahoo, Pres.
Don D. Donahoo, President

By: N.W. REALTY, INC., a partner

By: Kenneth E. Nichols, Pres.
Kenneth E. Nichols,
President

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 13th day of June, 1994, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Don D. Donahoo, President of Casey-Matt, Inc., a Kansas corporation, and Kenneth E. Nichols, President of N.W. Realty, Inc., a Kansas corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporations, in their capacities as partners in and on behalf of Highlands Group, a Kansas general partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said corporations and partnership.

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

Nancy J. Wilson
Notary Public



NANCY J. WILSON
Print or Type Name

My commission expires:
9.19.95

PWS: K:\SNWOODCHT.HAY\21797.1

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

2403312

SADDLEBROOKE 2ND PLAT
DECLARATION OF RESTRICTIONS

10⁰⁰ 1994 JUN 13 P 4:01.3

SARA E. ULLMANN
REGISTER OF DEEDS

THIS DECLARATION, made as of the 13th day of June, 1994, by HIGHLANDS GROUP, a Kansas general partnership (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a 2nd Plat of the subdivision known as "SaddleBrooke"; and

WHEREAS, such plat adds the following lots to the subdivision of SaddleBrooke (the "Additional Lots"), to wit:

Lots 72 through 87 and Tract A of SaddleBrooke 2nd Plat, a subdivision in City of Shawnee, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Saddlebrooke Declaration of Restrictions, dated as of May 20, 1993 (the "Original Declaration"), executed by the Declarant and filed with the Office of the Register of Deeds of Johnson County, Kansas on May 24, 1993, and recorded as Instrument No. 2250434 in Book 3941 at Page 515,

NOW, THEREFORE, in consideration of the premises, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 14 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Additional Lots shall be subject to the following additional restrictions or provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. No electric furnaces, add-on electric heat pumps or electric water heaters shall be installed in or for any residence on the Additional Lots until January 1, 2003 without the prior written consent of the Developer; and

2. All final grading of each Additional Lot shall be in accordance with the master grading plan approved by the City of Shawnee, Kansas, any related grading plan furnished by the

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Developer for the development phase containing the Additional Lot and any specific site grading plan for the Additional Lot approved by the Developer. No landscaping, fences or other structures shall be installed or maintained that impede the flow of surface water. All sump pumps shall be drained away from adjacent residences. No changes in the final grading of any Additional Lot shall be made without the prior written approval of the Developer and, if necessary, the City. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer not requiring a lot grading plan and compliance therewith. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Additional Lots that the Developer may approve or supply shall be sufficient or adequate or that the Additional Lots will drain properly or to any Owner's or other person's satisfaction.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed as of the date first above written.

HIGHLANDS GROUP, a Kansas general partnership

By: CASEY MATT, INC.
a partner

By: Don D. Donahoo, Pres
Don D. Donahoo, President

By: N.W. REALTY, INC., a partner

By: Kenneth E. Nichols, Pres
Kenneth E. Nichols,
President

STATE OF KANSAS
COUNTY OF JOHNSON

)
) SS.
)

BE IT REMEMBERED, That on this 13th day of June, 1994, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Don D. Donahoo, President of Casey-Matt, Inc., a Kansas corporation, and Kenneth E. Nichols, President of N.W. Realty, Inc., a Kansas corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporations, in their capacities as partners in and on behalf of Highlands Group, a Kansas general partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said corporations and partnership.

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



Nancy J. Wilson
Notary Public

NANCY J WILSON
Print or Type Name

My commission expires: 9-19-95

13073/23441
PWVS-KS: K:\3NM00\OCHI.KAY\21796.1

**SECOND AMENDMENT TO SADDLEBROOKE
DECLARATION OF RESTRICTIONS**

(Garage Doors, Construction Deposit)

THIS SECOND AMENDMENT TO SADDLEBROOKE DECLARATION OF RESTRICTIONS (hereafter the “Second Amendment”) is made effective on the date that all parties hereto have duly executed this Second Amendment, and is entered into by and among SaddleBrooke Homes Association, Inc., a Kansas not-for-profit corporation (the “Association”), and the undersigned record owners in fee simple of a majority of the Lots located within the SaddleBrooke Lots (said term being defined below).

RECITALS

A. The following described real property lots (referred to herein collectively as the “SaddleBrooke Lots”), located in the City of Shawnee, Johnson County, Kansas, consisting of 150 platted lots, are subject to the covenants, restrictions, easements and other provisions contained in the SaddleBrooke Documents (defined hereinafter):

Lots 1 through 47, SADDLEBROOKE 1ST PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 84 at page 7; and

Lots 1 through 19, THE ENCLAVES AT SADDLEBROOKE, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 86 at page 42 (Lots 4 through 7 of said plat being modified by A REPLAT OF LOTS 4 THRU 7 THE ENCLAVES AT SADDLEBROOKE, said Replat being recorded in Plat Book 102 at page 1, resulting in 18 lots in The Enclaves at SaddleBrooke); AND

Lots 72 through 87 and Tract A, SADDLEBROOKE 2nd PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 86 at page 43; AND

Lots 48 through 71, SADDLEBROOKE 3rd PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 92 at page 3.

Lots 88 through 96, SADDLEBROOKE 4th PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 100 at page 17; AND

Lots 1 through 36, SADDLEBROOKE ESTATES, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 100 at page 18.

B. By document entitled the "SaddleBrooke Declaration of Restrictions" dated May 20, 1993 and recorded as instrument number 2250434 in Volume 3941 at page 515 in the Office of the Register of Deeds of Johnson County, Kansas (hereafter the "Original Declaration of Restrictions"), Lots 1 through 47 of the SaddleBrooke 1st Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

C. By document entitled the "First Amendment to SaddleBrooke Declaration of Restrictions" dated June 30, 2006, and recorded as instrument number T20060039252 in Book 200608 at Page 1427 in the Office of the Register of Deeds of Johnson County, Kansas (hereinafter "First Amendment to SaddleBrooke Declaration of Restrictions"), Lots 1 through 47 of the SaddleBrooke 1st Plat were subjected to all of the provisions of the First Amendment to SaddleBrooke Declaration of Restrictions.

D. By document entitled "The Enclaves at SaddleBrooke Declaration of Restrictions" dated June 13, 1994 and recorded as instrument number 2403314 in Volume 4356 at page 884 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 1 through 19 of The Enclaves at SaddleBrooke plat were subjected to all of the provisions of the Original Declaration of Restrictions.

E. By document entitled "The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions" dated June 13, 1994 and recorded as instrument number 2403311 in Volume 4356 at page 876 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 72 through 87 and Tract A of the SaddleBrooke 2nd Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

F. By document entitled "SaddleBrooke 3rd Plat Declaration of Restrictions" dated July 27, 1995 and recorded as instrument number 2510615 in Volume 4639 at page 802 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 48 through 71 of the SaddleBrooke 3rd Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

G. By document entitled "SaddleBrooke 4th Plat Declaration of Restrictions" dated August 11, 1997 and recorded as instrument number 2730913 in Volume 5273 at page 708 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 88 through 96 of the SaddleBrooke 4th Plat were subjected to all of the provisions the Original Declaration of Restrictions.

H. By document entitled "SaddleBrooke Estates Declaration of Restrictions", Lots 1 through 36 of the SaddleBrooke Estates Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

I. By document entitled "Bylaws of SaddleBrooke Homes Association, Inc." (referred to herein as the "Bylaws"), signed on August 16, 1995, various rules and regulations were adopted for the governance of the Association.

J. The SaddleBrooke Homes Association Declaration made May 20, 1993, the Original Declaration of Restrictions, the First Amendment to SaddleBrooke Declaration of Restrictions, The Enclaves Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of

Restrictions, the SaddleBrooke Estates Declaration of Restrictions, and the Bylaws are collectively referred to herein as the "SaddleBrooke Documents".

K. Section 13 of the Original Declaration of Restrictions provides for the manner in which its provisions may be amended or modified, in whole or in part, and specifically provides that "[t]he provisions of this Declaration maybe amended, modified, or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both: (a) the Owners (excluding therefrom the Developer if it is then an Owner) of a majority of the Lots (excluding those owned by the Developer), and (b) the Developer, or its successors and assigns."

L. By document entitled "Assignment of Developer Rights" dated July 12, 2005 and recorded as instrument number 20050042787 in Book 200508 at page 002035, the Developer of the SaddleBrooke Lots, Highlands Group; a Kansas general partnership ("Developer") assigned and conveyed to the Association all of the rights, reservations and privileges that it had or which were reserved by the Developer in the documents referred to therein as the SaddleBrooke Documents, which documents included, among others, the Original Declaration of Restrictions.

M. The undersigned are record owners (the "Majority Lot Owners") in fee simple of Lots (as said term is defined in the Original Declaration of Restrictions) located among the SaddleBrooke Lots, which Majority Lot Owners constituted a majority of the SaddleBrooke Lots.

N. Pursuant to Sections 9.1 and 9.13 of the Bylaws, the Board of Directors for the Association has the power to exercise all powers, duties and authority vested in or delegated to the Association and to perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise.

O. Section 4.A. of the SaddleBrooke Homes Association Declaration made May 20, 1993, authorizes the Association to "enforce either in its own name or in the name of any owner within the district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district including, but not limited to, that certain SaddleBrooke Declaration of Restrictions," and as amended.

P. Sections 3 and 6 of the Original Declaration of Restrictions, respectively, provide for Building Standards and Requirements (with 3(j) addressing garages) and time periods for the Commencement and Completion of Construction.

Q. The Majority Lot Owner and the Board of Directors, on behalf of the Association, desire and intend to amend and modify Sections 3 and 6 of the Original Declaration of Restrictions to allow for more discretion in the style of garage doors allowed, and to permit, allow and authorize the collection and enforcement of a Construction Deposit in order to incent the builder/property owner to comply with the time frames established in this Section 6 for the completion of construction, and by virtue of amending the Original Declaration of Restrictions, to thereby amend its application upon The Enclaves at SaddleBrooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions and all of the lots covered there under.

R. The Majority Lot Owners and the Association desire for the Original Declaration of Restrictions to be amended as hereinafter set forth.

S. The Recitals are to be made a material part of this Second Amendment and are to be incorporated into the Agreement as if fully set forth therein.

AGREEMENT

NOW THEREFORE, the undersigned Majority Lot Owners and Association hereby declare and amend the Original SaddleBrooke Declaration of Restrictions as follows:

1. Paragraph 3. **Building Standards and Requirements** subparagraph (j) regarding garages shall be deleted and replaced with the following language:

(j) Three-car garages are encouraged; all residences shall have a minimum two-car garage. Carports are specifically prohibited. Garage doors shall be designed to blend with the exterior of the residence. New and replacement garage doors must be approved by the Board of Directors, whose approval shall not be unreasonably withheld. Request for approval should be submitted in writing to the Board, with all pictures and specifications for the Board's review, and such review and determination shall be made in a reasonable and timely manner.

2. Paragraph 6. **Commencement and Completion of Construction** of the Original SaddleBrooke Declaration of Restrictions provides: "Unless the following time periods are expressly extended by the Developer, construction of the residential building on a Lot shall be commenced within six months following the date of delivery of a warranty deed from the Developer to the purchaser of such Lot and shall be completed within six months after such commencement. In the event such construction is not commenced within such six-month period (or extension thereof); the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest, or other expenses paid or incurred by or for such Owner."

The following shall be added to supplement this Paragraph 6:

(a) The Association shall collect a Construction Deposit from the Owner in the amount \$12,000 due upon the date of issuance of the building permit (or footing and foundation) by the City of Shawnee, Kansas.

i. **6 months to complete exterior 100%:**

A. Time to commence at the issuance of building permit (or footing and foundation) by City of Shawnee, Kansas.

B. Completion date proposed by builder may be accepted, due to time of year of commencement, if approved by a simple majority of the HOA board. Must be presented to the board prior to issuance of the building permit.

ii. **Penalties:**

A. Upon failure to make initial 6 month (or agreed upon completion date) deadline, 25% of deposit will be forfeited to SaddleBrooke HOA.

B. 30 days past original deadline, additional 25% of initial deposit forfeited.

C. 60 days past original deadline, additional 25% of initial deposit forfeited.

D. 90 days past original deadline, remaining balance of initial deposit forfeited.

E. There will never be a consideration to reimburse forfeited funds due to noncompliance with deadline schedule and its enclosed provisions.

iii. Definitions of Completion:

- A. All rough-in framing, exterior siding, trim, roofing, and gutters shall be installed as well as all exterior painting shall be completed per approved plans and in compliance with HOA restrictions.
- B. All landscape plantings / improvements per approved plan must be 100% complete for front and rear elevations.
- C. Sod placement must be 100% installed for front and backyard.
- D. All remaining disturbed areas must have final stabilization in place, mulch, plantings, seed, sod, etc.

iv. Requests for Extensions:

- A. HOA Board, with simple majority vote, may consider and grant a time extension. Any extension must be requested by the builder/lot owner prior to any penalizing deadline, in writing, for board consideration.
- B. Request must be received by architectural chair and president, in writing, 10 calendar days prior to any deadline date.
- C. HOA board must respond to request, in writing, within 14 calendar days of receipt of request from builder/ lot owner.
- D. HOA board may hold a special meeting with board members to consider any time extension. A simple majority will suffice in any decision to grant or deny requests for time extension. The board and its association members are in no way obligated to consider any extension of time.
- E. Prior to any vote for a request for time extension, the president shall contact abutting association members within a 300' radius of property under construction for opinion when considering any extension of time.

v. Completion / walk-thru:

- A. Once the exterior is complete, the builder/lot owner must notify, in writing, the architectural chairperson to schedule a walk-thru of the exterior for compliance.
- B. The request must be received 7 calendar days prior to any deadline date to avoid penalty.
- C. The Architectural chairperson shall be the sole discretionary individual to determine compliance as it relates to completion. In absence of the Architectural chair, the current HOA president shall conduct the inspection.

vi. Acknowledgement:

By purchasing any individual vacant lot, the Owner acknowledges and agrees to the terms of these enclosed Declaration of Restrictions and their amendments and agrees to their terms and as such waives all right to sue for forfeited deposit monies to SaddleBrooke HOA for the builder/lot owner's inability to meet these guidelines, in whole or in part.

3. This amendment of and addition to Sections 3 and 6 of the Original Declaration of Restrictions shall amend The Enclaves at SaddleBrooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions insofar as said documents refer to the Original Declaration of Restrictions, and

wherever said documents refer to the SaddleBrooke Declaration of Restrictions, the amended provisions hereof, including to Sections 3 and 6, shall apply.

4. Except as expressly amended and modified herein, the Original Declaration of Restrictions, the First Amendment to SaddleBrooke Declaration of Restrictions, The Enclaves at SaddleBrooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions shall remain unchanged and unmodified and remain in full force and effect.

5. This Agreement may be executed in multiple counterparts by some or all of the parties hereto and all identical (except for signature page) counterparts hereof shall be deemed one and the same Agreement. Furthermore, the signature pages on identical counterparts may be separated from the main body of the identical counterpart so signed and consolidated with other signature pages into an identical counterpart for the purposes and convenience of recording the Agreement in the office of the Recorder of Deeds for Johnson County, Kansas.

IN WITNESS WHEREOF, the SaddleBrooke Homes Association, Inc., a Kansas not-for-profit corporation, and the undersigned record owners in fee simple of a majority of the SaddleBrooke Lots have executed this Second Amendment to SaddleBrooke Declaration of Restrictions and subscribed their names hereunto on the date set forth in the notarial acknowledgments.

[Signature and Notarial Acknowledgement of Association on the following page.]

This Second Amendment to SaddleBrooke Declaration of Restrictions is hereby executed this 12th day of November, 2019, by

SaddleBrooke Homes Association, Inc.

By: [Signature]
(sign)

Shawn D. Johnson
(print)

Its: President
(title)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 12th day of November, 2019, before me personally appeared Shawn Johnson the President of the Board of the SaddleBrooke Homes Association, Inc., to me known to be the person described herein and who executed this Second Amendment to SaddleBrooke Declaration of Restrictions, and duly acknowledged the execution of the same and his/her authority to so execute.

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

[Signature]
Notary Public

My commission expires: 4/25/22

[Signatures and Notarial Acknowledgements of Owners on the following pages.]



**THIRD AMENDMENT TO SADDLEBROOKE
DECLARATION OF RESTRICTIONS**

(Use of Land, Roofing standards)

THIS THIRD AMENDMENT TO SADDLEBROOKE DECLARATION OF RESTRICTIONS (hereafter the “Third Amendment”) is made effective on the date that all parties hereto have duly executed this Third Amendment, and is entered into by and among SaddleBrooke Homes Association, Inc., a Kansas not-for-profit corporation (the “Association”), and the undersigned record owners in fee simple of a majority of the Lots located within the SaddleBrooke Lots (said term being defined below).

RECITALS

A. The following described real property lots (referred to herein collectively as the “SaddleBrooke Lots”), located in the City of Shawnee, Johnson County, Kansas, consisting of 150 platted lots, are subject to the covenants, restrictions, easements and other provisions contained in the SaddleBrooke Documents (defined hereinafter):

Lots 1 through 47, SADDLEBROOKE 1ST PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 84 at page 7; and

Lots 1 through 19, THE ENCLAVES AT SADDLEBROOKE, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 86 at page 42 (Lots 4 through 7 of said plat being modified by A REPLAT OF LOTS 4 THRU 7 THE ENCLAVES AT SADDLEBROOKE, said Replat being recorded in Plat Book 102 at page 1, resulting in 18 lots in The Enclaves at SaddleBrooke); AND

Lots 72 through 87 and Tract A, SADDLEBROOKE 2nd PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 86 at page 43; AND

Lots 48 through 71, SADDLEBROOKE 3rd PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 92 at page 3.

Lots 88 through 96, SADDLEBROOKE 4th PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 100 at page 17; AND

Lots 1 through 36, SADDLEBROOKE ESTATES, a subdivision in the City of Shawnee, Johnson County, Kansas according to the recorded plat thereof, said Plat being recorded in Plat Book 100 at page 18.

B. By document entitled the “SaddleBrooke Declaration of Restrictions” dated May 20, 1993 and recorded as instrument number 2250434 in Volume 3941 at page 515 in the Office of the Register of Deeds of Johnson County, Kansas (hereafter the “Original Declaration of Restrictions”), Lots 1 through 47 of the SaddleBrooke 1st Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

C. By document entitled the “First Amendment to SaddleBrooke Declaration of Restrictions” dated June 30, 2006, and recorded as instrument number T20060039252 in Book 200608 at Page 1427 in the Office of the Register of Deeds of Johnson County, Kansas (hereinafter “First Amendment to SaddleBrooke Declaration of Restrictions”), the SaddleBrooke Declaration of Restrictions were duly amended.

D. By document entitled the “Second Amendment to SaddleBrooke Declaration of Restrictions” dated November 21, 2019, and recorded as instrument number T20190066350 in Book 201911 at Page 6522 in the Office of the Register of Deeds of Johnson County, Kansas (hereinafter “Second Amendment to SaddleBrooke Declaration of Restrictions”), the SaddleBrooke Declaration of Restrictions were further duly amended.

E. By document entitled “The Enclaves at SaddleBrooke Declaration of Restrictions” dated June 13, 1994 and recorded as instrument number 2403314 in Volume 4356 at page 884 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 1 through 19 of The Enclaves at SaddleBrooke plat were subjected to all of the provisions of the Original Declaration of Restrictions.

F. By document entitled “The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions” dated June 13, 1994 and recorded as instrument number 2403311 in Volume 4356 at page 876 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 72 through 87 and Tract A of the SaddleBrooke 2nd Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

G. By document entitled “SaddleBrooke 3rd Plat Declaration of Restrictions” dated July 27, 1995 and recorded as instrument number 2510615 in Volume 4639 at page 802 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 48 through 71 of the SaddleBrooke 3rd Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

H. By document entitled “SaddleBrooke 4th Plat Declaration of Restrictions” dated August 11, 1997 and recorded as instrument number 2730913 in Volume 5273 at page 708 in the Office of the Register of Deeds of Johnson County, Kansas, Lots 88 through 96 of the SaddleBrooke 4th Plat were subjected to all of the provisions the Original Declaration of Restrictions.

I. By document entitled “SaddleBrooke Estates Declaration of Restrictions”, Lots 1 through 36 of the SaddleBrooke Estates Plat were subjected to all of the provisions of the Original Declaration of Restrictions.

J. By document entitled “Bylaws of SaddleBrooke Homes Association, Inc.” (referred to herein as the “Bylaws”), signed on August 16, 1995, various rules and regulations were adopted for the governance of the Association.

K. The SaddleBrooke Homes Association Declaration made May 20, 1993, the Original Declaration of Restrictions, the First Amendment to SaddleBrooke Declaration of Restrictions, The Enclaves Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions, the SaddleBrooke Estates Declaration of Restrictions, and the Bylaws are collectively referred to herein as the “SaddleBrooke Documents”.

L. Section 13 of the Original Declaration of Restrictions provides for the manner in which its provisions may be amended or modified, in whole or in part, and specifically provides that “[t]he provisions of this Declaration maybe amended, modified, or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both: (a) the Owners (excluding therefrom the Developer if it is then an Owner) of a majority of the Lots (excluding those owned by the Developer), and (b) the Developer, or its successors and assigns.”

M. By document entitled "Assignment of Developer Rights" dated July 12, 2005 and recorded as instrument number 20050042787 in Book 200508 at page 002035, the Developer of the SaddleBrooke Lots, Highlands Group; a Kansas general partnership ("Developer") assigned and conveyed to the Association all of the rights, reservations and privileges that it had or which were reserved by the Developer in the documents referred to therein as the SaddleBrooke Documents, which documents included, among others, the Original Declaration of Restrictions.

N. The undersigned are record owners (the "Majority Lot Owners") in fee simple of Lots (as said term is defined in the Original Declaration of Restrictions) located among the SaddleBrooke Lots, which Majority Lot Owners constituted a majority of the SaddleBrooke Lots.

O. Pursuant to Sections 9.1 and 9.13 of the Bylaws, the Board of Directors for the Association has the power to exercise all powers, duties and authority vested in or delegated to the Association and to perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise.

P. Section 4.A. of the SaddleBrooke Homes Association Declaration made May 20, 1993, authorizes the Association to "enforce either in its own name or in the name of any owner within the district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district including, but not limited to, that certain SaddleBrooke Declaration of Restrictions," and as amended.

Q. Section 6 of the Original Declaration of Restrictions provides for time periods for the Commencement and Completion of Construction.

R. The Majority Lot Owner and the Board of Directors, on behalf of the Association, desire and intend to amend and modify Section 6 of the Original Declaration of Restrictions to permit, allow and authorize the collection and enforcement of a Construction Deposit in order to incent the builder/property owner to comply with the time frames established in this Section 6 for the completion of construction, and by virtue of amending the Original Declaration of Restrictions, to thereby amend its application upon The Enclaves at Saddle- Brooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions and all of the lots covered there under.

S. The Majority Lot Owners and the Association desire for the Original Declaration of Restrictions, as amended, to be amended as hereinafter set forth.

T. The Recitals are to be made a material part of this Third Amendment and are to be incorporated into the Agreement as if fully set forth therein.

AGREEMENT

NOW THEREFORE, the undersigned Majority Lot Owners and Association hereby declare and amend the Original SaddleBrooke Declaration of Restrictions as follows:

1. Section 2, **Use of Land**, shall be deleted in its entirety and replaced with the following provision:

“(a) General. None of the Lots may be improved, used, or occupied for other than single-family, private residential purposes, and no duplex, flat, or apartment house, although intended for residential purposes, may be erected thereon. No residential building may be relocated and moved onto any Lot. No trailer or outbuilding erected on any Lot shall at any time

be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of such lots or used for human habitation.

(b) Leasing / Rental of a single-family, private residence

1. General: No person, firm, corporation or investment company shall be permitted to purchase and own or lease any Lot/dwelling for the primary and/or sole purpose of leasing the Lot/dwelling to the general public.

2. Short-term leases: Any single family dwelling shall be occupied, by the Lot Owner, for a period of not less than 12 consecutive months prior to leasing or renting his/her dwelling. After 12 months of consecutive owner occupancy, a Lot Owner may lease his/her dwelling for a term of not less than 90 days under a residential lease agreement to individual persons for the purpose of single family residential habitation. Under no circumstances shall any short-term leases (i.e., less than 90 days) or nightly, weekend or vacation rentals be permitted.

3. Variances: The Board shall be entitled to grant reasonable variances in its sole discretion to the restrictions contained in this Section 2 in order to prevent undue hardship to any Owner or for any other good cause shown to exist by a Lot Owner (e.g., job relocation, extended illness, etc.). Any such variance may be granted upon such conditions as the Board shall determine in its sole discretion.

4. Enforcement: In addition to all other legal or equitable remedies available, the Association shall be entitled to recover from the Lot Owner all reasonable costs and attorney fees incurred by the Association in any legal action by the Association pertaining to the enforcement of the terms and conditions of this Section 2, **Use of Land.**”

2. Section 3, **Building Standards and Requirements**, Subparagraph (d)(1)(vi) shall be deleted in its entirety and replaced with the following provision:

“(vi) Asphalt Laminated Composition Shingles that meet the following standards and specifications:

- a. Architectural shingle with shadow lines and or relief of imitating a wood shingle or shake or slate; and
- b. Must have a minimum thickness of 3/16 inch measured at the exposed butt end of overlap, creating the shadow line or individual thickness of the ply of roofing material; and
- c. Required to be installed with sheet metal valleys and flashing. The shingles themselves may not be used to form closed valleys; and
- d. Required to be installed with matching and preformed hip and ridge shingles that imitate the approved shingle in color in appearance for the approved project; and
- e. Must be in compliance with the current approved roofing materials list for SaddleBrooke homes association asphalt laminate shingles for shingle material AND shingle colors; and
- f. Required to be installed over solid decking placed either directly on the roof rafters or atop existing spaced sheathing lumber. All existing roofing materials shall be removed down to the stringers and/or 1x4's.

Shingles shall not be installed over an existing shake or shingle roof; and

- g. Required to be U.L. Class A fire rated; and
- h. Material is required to have at least a minimum life of 50 years (50 year warranty)”

3. Section 7, **Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous**, subparagraph (d) shall be deleted in its’ entirety and replaced with the following provision:

“(d) No television, radio, citizens’ band, short wave, or other antenna, clothesline, poles or other apparatus, canopy, satellite dish (larger than 22” in diameter), solar panels or other unsightly projections shall be attached to any residence or constructed or erected upon any Lot. No air conditioning apparatus shall be attached to or placed in the front of any residence. Transparent fiberglass basketball goals, on separate freestanding posts may be constructed or erected upon any Lot if approved in writing by the Approving Party. No lights or other illumination shall be higher than the residence. No above ground swimming pool or hot tub shall be maintained above the surface of the ground; provided, however, that above-ground hot tubs may be maintained if adequately screened and if approved in writing by the Approving Party. Temporary holiday lighting shall not be in use, or illuminated, for periods longer than 90 days either consecutive days or cumulative days in one calendar year; Temporary lighting shall be defined per current Shawnee municipal code.”

4. Section 7, **Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous**, is further hereby amended to include a new Paragraph (l) which shall state and provide:

“(l) Fabric Awnings shall be allowed at the rear of the property, only, covering decks and/or patios and shall be fully retractable, with enclosed storage, and colors complimenting existing home exterior.”

5. This Third Amendment shall hereby amend the Original Declaration of Restrictions, the First Amendment to the SaddleBrooke Declaration of Restrictions, the Second Amendment to the SaddleBrooke Declaration of Restrictions, The Enclaves at SaddleBrooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions, and any amendments thereto.

6. Except as expressly amended and modified herein, all terms and conditions of the Original Declaration of Restrictions, the First Amendment to SaddleBrooke Declaration of Restrictions, the Second Amendment to SaddleBrooke Declaration of Restrictions, The Enclaves at SaddleBrooke Declaration of Restrictions, The Estates at SaddleBrooke 2nd Plat Declaration of Restrictions, the SaddleBrooke 3rd Plat Declaration of Restrictions, the SaddleBrooke 4th Plat Declaration of Restrictions and the SaddleBrooke Estates Declaration of Restrictions, as amended, shall remain unchanged and unmodified and remain in full force and effect.

7. This Third Amendment to SaddleBrooke Declaration of Restrictions may be executed in multiple counterparts by some or all of the parties hereto and all identical (except for signature page) counterparts hereof shall be deemed one and the same Agreement. Furthermore, the signature pages on identical counterparts may be separated from the main body of the identical counterpart so signed and consolidated with other signature pages into an identical counterpart for the purposes and convenience of recording the Agreement in the office of the Recorder of Deeds for Johnson County, Kansas.

IN WITNESS WHEREOF, the SaddleBrooke Homes Association, Inc., a Kansas not-for-profit corporation, and the undersigned record owners in fee simple of a majority of the SaddleBrooke Lots have executed this Second Amendment to SaddleBrooke Declaration of Restrictions and subscribed their names hereunto on the date set forth in the notarial acknowledgments.

[Remainder of this page left blank intentionally.]

Signatures and Notarial Acknowledgements on the following pages]

This Third Amendment to SaddleBrooke Declaration of Restrictions is hereby executed this _____ day of _____, 2021, by

SADDLEBROOKE HOMES ASSOCIATION, INC.

By:

(*sign*)

(*print name*)

Its:

(*title*)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2021, before me personally appeared _____, the _____ of the Board of the SaddleBrooke Homes Association, Inc., to me known to be the person described herein and who executed this Third Amendment to SaddleBrooke Declaration of Restrictions, and duly acknowledged the execution of the same and his/her authority to so execute.

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

Notary Public

My commission expires: _____

This Third Amendment to SaddleBrooke Declaration of Restrictions is hereby executed this _____ day of _____, 2021, by the SaddleBrooke Homes Association, Inc. Lot Owner(s) in fee simple of the Lot(s) commonly known as:

Lot Number(s): _____

(street address of Lot)

By:

(sign)

(sign)

(print name)

(print name)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2021, before me personally appeared _____ the lot owner(s) of the
aforescribed lot in the SaddleBrooke Homes Association, Inc., to me known to be the person(s)
described herein and who executed this Third Amendment to SaddleBrooke Declaration of Restrictions,
and duly acknowledged the execution of the same and his/her authority to so execute.

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

Notary Public

My commission expires: _____