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SADDLEBROOKE **HOMES ASSOCIATION DECLARATION**

THIS DECLARATION, made on this 20th day of May, 1993, by Highlands Group, a Kansas partnership (hereinafter referred to as "Developer"), the owners of all that property platted at SaddleBrooke as Shown by the recorded plat thereof, filed the _____ day of _____, 1993, as instrument number 2250432, in book 84 at page 7 in the office of the Register of Deeds of Johnson County, Kansas, the said SaddleBrooke being a subdivision in the City of Shawnee, County of Johnson, State of Kansas ("SaddleBrooke").

WITNESSETH :

WHEREAS, the Developer of SaddleBrooke is now developing the said subdivision for high class residential purposes and desires to create and provide for the maintenance of a residential neighborhood possessing features of more than ordinary value to a residential community.

NOW, THEREFORE, in order to assist themselves and their grantees in providing the necessary means to bring this about, Developer does hereby subject the 1st plat, Lots 1-47, SaddleBrooke, and subdivision in the City of Shawnee, County of Johnson, State of Kansas, to the following covenants, charges, and assessments.

SECTION 1. DEFINITION OF TERMS

The term "district" as used in the Declaration shall mean, unless extended as hereinafter provided, all of those lots above described, in SaddleBrooke, and all additional property which hereafter may be made subject hereto in the manner provided herein.

The term "Common Area" as used herein shall be deemed to mean all streets and all parks, recreational areas, tracts, local open spaces, gateways, entrance, and ornamental areas and similar places, together with all improvements which may be situated thereon, the use of which is dedicated to or set aside for the general use of all of the owners within the district.

The term "Developer" as used herein shall mean and refer to Highlands Group, a Kansas partnership, their successor or successors by any merger, consolidation, or sale or transfer of assets.

The term "owners" as used herein shall mean those persons or corporations, including the Developer, who may, from time to time, own lots within the district.

The term “lot” as used herein shall be deemed to be 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.

The term “improved lot” as used herein shall be deemed to be a lot on which a residence has been erected or is in the process of erection. Any other lots covered by this Declaration shall be deemed to be unimproved.

SECTION 2. MANAGEMENT AND MEMBERSHIP

All public places, together with all improvements thereon and thereto shall be under the management and control of the SaddleBrooke Homes Association (hereinafter referred to as the “Association”), subject to power exercised by the City of Shawnee, County of Johnson, State of Kansas, or any of them. The membership of the Association shall be limited to the owners of lots within the boundaries of the district. The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings, except as herein provided.

SECTION 3. USE OF COMMON AREAS AND PUBLIC PLACES

The owners of land within the district as it may exist from time to time shall have the exclusive right to the use of all undedicated Common Areas as designated on the 1st plat of SaddleBrooke, or as may be designated on subsequent plats of SaddleBrooke or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas, by the Developer.

SaddleBrooke Homes Association shall have the right and power to make reasonable rules and regulations which shall govern the use of the said undedicated Common Areas.

SECTION 4. POWERS AND DUTIES OF THE ASSOCIATION

In addition to the powers and duties granted by the other portions of this Declaration or by law, the Association shall have the following powers, any or all of which may be exercised or assumed by it when, at its discretion, it deems it to be necessary or advisable:

A. 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 recorded simultaneously herewith; provided, however, that this right of enforcement shall not serve to prevent such changes, releases, or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases, or modifications as are permissible under the Declarations or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, whenever and wherever such right of assignment exists. The expense and cost of any such enforcement proceedings

by the Association shall be paid by it. Nothing herein contained shall be deemed to prevent any owner from enforcing any building or use restrictions in his own name.

B. To care for, spray, trim, and protect and replant trees along streets and in other public places, to plant and replant, care for, mow, clip, and protect shrubbery and grass in all public places.

C. To pick up and remove loose material, trash, and rubbish of all kinds in the district, and to do any other things necessary or desirable in the judgment of the officers of said Association to keep the lawns of vacant and unimproved property in the district neat in appearance and in good order.

D. To provide such ornamental lights as the Association may deem advisable on private property.

E. To provide for the maintenance of swimming pools, green areas, playgrounds, tennis courts, public streets, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in any public street, Common Area, parking area, or other public place shown on the plat of SaddleBrooke, or created by separate instrument from land included as part of said SaddleBrooke or designated as Common Area on the plat of any additional land which may later be added to the district.

F. To exercise such control over easements as may be required.

G. To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

SECTION 5. METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable said Association to perform its duties and to construct, purchase, operate, or maintain the improvements herein provided for, all lots in the district, other than those owned by the Developer, shall be subject to an annual assessment to be paid to the Association by the respective owners thereof. No lot shall be subject to any such assessment prior to its:

1. Conveyance by the Developer or Builder to an owner (but not the conveyance by Developer to a Builder), or

2. the first use or occupancy of a residence on any lot. The amount of assessment shall be fixed by the Association, but until further action of said Association, shall be at the rate of Five Hundred Fifty and No/100 Dollars (\$550.00) per annum for each improved lot as herein defined.

The rate of assessment may be increased or decreased if, at a meeting of the members especially called for that purpose and of which notice is given, a three-fourths (3/4) majority of the votes cast at such meeting shall be cast for such increase or decrease.

The Developer may, at its sole discretion, make cash advances to the Association to eliminate outside borrowing by the Association to meet its net operating

cash requirements. The Developer may also, at its sole discretion, require that such advances be considered borrowings of the Association and further require the Association to evidence such borrowings by executing promissory notes, bearing interest at an effective rate satisfactory to the Developer.

SECTION 6. ASSESSMENTS DUE

The assessments provided for herein shall commence May 1, 1993, and the first such assessment shall be fixed and levied prior to May 1, 1993, and shall be due and payable on such date. Thereafter, each assessment shall be due and payable on the first day of January of each year. Provided, however, the first annual assessment for any lot conveyed by the Developer to the first owner thereof after May 1, 1993, shall be due and payable at such conveyance, and the amount of such assessment due and payable on such date shall be a sum equal to the number of full calendar days remaining after such conveyance in the year of such conveyance multiplied by an amount equal to one-three hundred sixty-fifth ($1/365$) of the regular annual assessment for such year, as fixed in the manner hereinabove provided. It will be the duty of the Association to give notice to all owners on or before that date on which the annual assessment is due of the amount of the assessment on each lot owned by them and when it is due. Failure of the Association to levy the assessment prior to January first of any year shall not invalidate any such assessment subsequently levied for that particular year, nor shall failure to levy assessment for any one year affect the right of the Association to do so for any subsequent year. By action of the Association, the assessments levied may be made payable in monthly installments in lieu of annually. When the assessment is levied subsequent to January first of any year, then the first installment thereon shall become due and payable not later than 30 days after the date of the levying of the assessment.

SECTION 7. LIEN ON REAL ESTATE

The entire assessment shall become a lien on said real estate as soon as it, or the first monthly installment thereof, is due and payable as above set forth. In the event of failure of any of the owners to pay any installment of such assessment on or before the first day of the second month following the due date of such installment, then such installment shall bear interest at the rate of 10% per annum or at the highest rate of interest payable under applicable law, whichever is lower, from the due date until paid.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES OR DEEDS OF TRUST

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessments; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or power of sale under such deed of trust, or prior to a conveyance to the mortgagee or beneficial owner in lieu of foreclosure. Such sale shall not relieve such property

from liability for any assessments or installations thereof thereafter becoming due nor from the lien or any such subsequent assessments or installments.

SECTION 9. WHEN DELINQUENT

Non-payment of any assessment provided for herein within 60 days from the due date shall cause said assessment to be deemed delinquent. Non-payment of any installment of any assessment provided for herein within 60 days from the due date of such installment shall cause the entire unpaid portion of said assessment, including all installments for the then calendar year due in the future, to be deemed delinquent. Payment of both principal and interest shall be enforced by filing a lien on said property in the office of the Register of Deeds and through proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to file the lien and to enforce such liens after they become delinquent.

SECTION 10. TERMINATION OF LIENS

Such liens shall continue for a period of one year from the date of delinquency and no longer unless within such year suit shall have been instituted for collection, in which case the lien shall continue until termination of the suit and until sale of the property under the execution of judgment establishing the same.

SECTION 11. BOARD OF DIRECTORS

The Association shall have a Board of Directors not more than five in number, elected by majority vote of the Association membership, who shall be charged with the management of the Association.

SECTION 12. MEMBERSHIP

Every person or entity who is a record owner of a free interest in any lot as defined herein, including a contract seller, shall be a member of the Homes Association; provided that any such person or entity, other than a contract seller who holds such interest merely as a security for the performance of an obligation, shall not be a member.

SECTION 13. VOTING RIGHTS

Until the Developer has sold more than 75% of the lots in the entire SaddleBrooke subdivision, the Developer shall be entitled to have three votes for each lot still retained by the Developer. Each other member shall have one vote for each lot in which he holds the interest required for membership by the proceeding section and upon which he shall not be delinquent in the payment of assessments; provided, however, when more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such lot.

SECTION 14. NOTICES

At least one week prior to any meeting of the Association, it shall give notice to all owners of lots in the district of the place, time, and purpose of regular and special meetings of the Association and shall designate the place where payment of assessments shall be made and other business in connection with said Association may be transacted; and, in case of any change of said address, the Association shall give notice to all the owners of lots in the district of its new address.

SECTION 15. DISTRICT MAY BE EXTENDED

The district may be extended by Developer to include any other lands added by Developer to SaddleBrooke by later plats; provided, however, that all of the land or lands to be added to the district shall at that time be subjected to a Homes Association Declaration, containing the same terms and provisions as are contained in this Declaration, including any future modifications hereof. The extension of said district shall be accomplished by and take effect of the filing of such a Homes Association Declaration in the office of the Register of Deeds in and for the county in which said land or lands are located.

SECTION 16. TO OBSERVE ALL LAWS

The Association shall at all times observe all applicable state, county, or other laws or regulations, and if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provision shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration.

SECTION 17. AMENDMENT AND TERMINATION

At any time the owners of 75% or more of the lots within the district, together and only with the Developer, or successor, may, by an appropriate instrument (in one or more counterparts) executed, acknowledged, and filed for record in the office of the Register of Deeds for Johnson County, Kansas:

A. Give additional powers or otherwise amend this Declaration;
or

B. Terminate this Declaration and release all of the lands then affected thereby from all of the terms and provisions hereof.

Anything set forth in this Section 17 to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power, and authority to modify, revise, amend, or change any of the terms and provisions of this Declaration, all as from time to time amended or supplemented, if either the Veteran's Administration ("VA") or the Federal Housing Administration ("FHA") or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the district or any part of the district or any lots in the district, for federally approved mortgage financing purposes under applicable VA, FHA, or similar programs, laws, and regulations.

SECTION 18. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the undersigned, their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed the day and year first above written.

HIGHLANDS GROUP,
a Kansas Partnership

By:

Don D. Donahoo

Name: Don D. Donahoo, President

for CASEY-MATT, INC.

By:

Kenneth E. Nichols, Pres

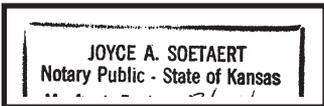
Name: Kenneth E. Nichols, President
for NW REALTY, INC.

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On this 20th day of May, 1993, before me, a Notary Public, personally appeared Don D. Donahoo & Kenneth E. Nichols, Don D. Donahoo, and Kenneth E. Nichols, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same of their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy J. Wilson
Notary Public Nancy J. Wilson

My Commission Expires:

9-19-95 _____

BYLAWS OF SADDLEBROOKE HOMES ASSOCIATION, INC.

ARTICLE I OFFICES

1.1 Name. The name of the corporation is Saddlebrooke Homes Association, Inc. It is incorporated under the laws of the State of Kansas as a not-for-profit corporation. This corporation is the homes association referenced in the Declaration (as defined below).

1.2 Location. The principal office of the Corporation shall be located in Shawnee, Kansas but meetings of members and directors may be held at such other places in Johnson County, Kansas as may be designated by the Board of Directors from time to time.

ARTICLE II DEFINITIONS

- 2.1 Association** shall mean the SaddleBrooke Homes Association, Inc., its successors and assigns.
- 2.2 District** shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.
- 2.3 Common Areas** shall have the meaning set forth in the Declaration.
- 2.4 Lot** shall have the meaning set forth in the Declaration.
- 2.5 Owner** shall have the meaning set forth in the Declaration.
- 2.6 Developer** shall mean the “Developer” (or its assignee) under the Declaration.
- 2.7 Declaration** shall mean, collectively, (i) the SaddleBrooke Homes Association Declaration recorded as instrument number 2250433 in Volume 3941 at Page 502 in the Office of the Register of Deeds of Johnson County, Kansas (the Register’s Office), as such may be amended and supplemented from time to time, (ii) the SaddleBrooke Declaration of Restrictions recorded as instrument number 2250434 in Volume 3941 at Page 515 in the Register’s Office as such may be amended and supplemented from time to time; (iii) The Enclaves at SaddleBrooke Homes Association Declaration recorded as instrument number 2403313 in Volume 4356 at Page 881 in the Register’s Office, as such may be amended and supplemented from time to time; (iv) The Enclaves at SaddleBrooke Declaration
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Restrictions recorded as instrument number 2403314 in Volume 4356 at Page 884 in the Register's Office, as such may be amended and supplemented from time to time; and (v) any such additional declarations recorded with the Office of the Register of Deeds of Johnson County, Kansas which relate to the subdivisions commonly known as "SaddleBrooke," "The Enclaves at SaddleBrooke" or any other subdivision under the jurisdiction or coverage of the Association from time to time.

ARTICLE III **MEMBERSHIP**

3.1 Membership Generally. Membership in the Association shall be limited to persons or entities who are the Owners of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities (other than a contract seller) who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Suspension of Membership. During any period in which a member shall be in default in the payment of any assessment levied by the Association as provided in the Declaration, the voting rights of such member and rights of a member to receive services provided by the Association and the right to use any Common Areas in or available to the District shall be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended by the Board of Directors, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas in or available to the District.

ARTICLE IV **VOTING RIGHTS**

Until the Developer has sold more than 75% of the Lots in the entire subdivisions, the Developer shall be entitled to have three votes for each Lot still retained by the Developer. Each other member shall have one vote for each Lot in which he holds the interest required for membership and upon which he shall not be delinquent in the payment of assessments; provided, however, when more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

Where a Lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to

serve, if elected or appointed, as a director of the Association, such designation to be made by filing a written instrument to that effect with the Association.

ARTICLE V USE OF COMMON AREAS

5.1 Common Areas. The Owners of Lots within the District shall have the non-exclusive right to the use of all Common Areas to the extent not located on any Lot.

5.2 Rules and Regulations. The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas.

ARTICLE VI BOARD OF DIRECTORS

6.1 Number. The affairs of the Association shall be managed by a Board of Directors composed of five (5) directors. Each individual elected as a director shall serve for a term of three (3) years, and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

6.2 Qualification. All directors, other than the initial directors named in the Articles of Incorporation, shall be and remain members in good standing of the Association.

6.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

6.4 Compensation. No director shall receive compensation for the service he or she may render to the Association as a director. However, Homes Association dues shall be waived for those persons serving as a director, during their tenure of service on the Association's Board of Directors. The waiver of dues shall be retroactive to January 1st of the calendar year on which the director was elected and commenced duties on the Board of Directors, and end on December 31st of the final full year of service as a director. The dues waiver shall cease on January 1st of the year on which the director's elected term expires, or upon earlier resignation or removal as a director. If a director resigns, or is removed from the Association Board of Directors prior to the end of their term he or she shall pay a prorated amount of Homes Association dues calculated from the date of their

resignation or removal, to the end of the then current calendar year. Any director may also be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties as a director.

6.5 Newly Created Directorships. Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, unless it is otherwise provided in the Articles of Incorporation.

ARTICLE VII **MEETING OF DIRECTORS**

7.1 Annual Meetings. Annual meetings of the Board of Directors shall be held within 15 days following the annual meeting of the members at such place as may be fixed by the Board.

7.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such place and time as may be fixed from time to time by the Board.

7.3 Special Meetings. Special meetings of the Board of Directors may be held at such place and time as may be specified by and when called by the president of the Association or by any two or more directors.

7.4 Notice of Special Meetings. Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each director not less than five (5) days before the date of the special meeting, either personally or by mail, by or at the direction of the person(s) calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given if all directors shall be present.

7.5 Quorum. Unless otherwise required by law, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law or as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

7.6 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.7 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.8 Action Taken Without a Meeting. Unless otherwise restricted by the Articles of Incorporation of these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VIII **NOMINATION AND ELECTION OF DIRECTORS**

8.1 Nomination. Nomination for election to the Board of Directors may be made in writing delivered to the Secretary of the Association in advance of the annual meeting or from the floor at the annual meeting of the members.

8.2 Election. Election to the Board of Directors shall be by written ballot. At any such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 Commencement of Term of Office. A director shall be deemed elected at the time of his or her election, but he or she shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors.

ARTICLE IX
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

9.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

9.2 Rules and Regulations. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right to any Owner to use and enjoy and street for ingress and egress.

9.3 Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

9.4 Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

9.5 Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

9.6 Assessments. As more fully provided in the Declaration, provide for the levying of the regular assessments against each Lot and any special assessment against any Lot and to take all actions necessary or appropriate to collect the same.

9.7 Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

9.8 Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned by the Association and maintain officer's and director's liability insurance, all in such sums as may be deemed appropriate by the Board of Directors.

9.9 Bonding. Cause officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

9.10 Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

9.11 Committees. Appoint one or more committee. Any such committee shall be composed of at least one (1) director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall be any number of the members designated by the Board of Directors, but that quorum shall not consist of less than one-half (1/2) of the total number of members appointed to such committee. The Board may designate one (1) or more individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

9.12 Indebtedness of Association. Unless otherwise prohibited by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.13 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

ARTICLE X **MEETINGS OF MEMBERS**

10.1 Annual Meetings. The annual meeting of the Association shall be held on the third Saturday of January of each year, at such place and time as may be fixed by the Board of Directors. If the day for the annual meeting is a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership shall be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or

upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Place and Notice of Meetings. All meetings of the members shall be held in Johnson County, Kansas at such place as may be designated in the notice of the meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the person (s) duly calling the meeting, by mailing a copy of such notice, postage prepaid, not less than seven (7) days nor more than forty (40) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose (s) of the meeting. Such notice shall be deemed to be delivered when it is deposited in the United States mail with postage thereon so addressed to the member.

10.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least 15% of the total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in these Bylaws, the Declaration of the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business entitled to be transacted by the members.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the start of the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of eleven (11) months from the date of its issuance or upon conveyance by the member of his or her Lot, whichever event shall occur first.

ARTICLE XI **OFFICERS AND THEIR DUTIES**

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the Board until the first annual meeting of

the Board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors, the newly elected Board shall elect officers to serve at the pleasure of the Board and until the next annual meeting of the Board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he or she enters upon the duties of the office to which he or she has been elected or appointed and furnishes any bond required by the Board of Directors or these Bylaws; but the Board of Directors may also require of such person his or her written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties consistent with these Bylaws as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever, in the Board's judgment, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board through the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the Board or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

11.6 Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the affairs and officers of the Association. He or she shall preside at all meetings of the membership and at all meetings of the Board of Directors. He or she shall be ex officio a member of all standing committees and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal, if any, of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 Compensation. Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of the duties of their offices.

ARTICLE XII **ASSESSMENTS**

12.1 Purpose. The assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers, maintain the improvements and render the services provided for in these Bylaws, the Declaration and the Articles of Incorporation.

12.2 Provisions Governing Assessments. Assessments shall be levied in the manner provided in the Declaration.

ARTICLE XIII **BOOKS AND RECORDS**

The books and records of the Association shall, at all times during reasonable hours and upon reasonable notice, be subject to inspection by any member for proper purposes. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available during reasonable hours for inspection by any member.

ARTICLE XIV
CORPORATE SEAL

If adopted by the Board of Directors, the Association shall have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal -- Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

ARTICLE XV
GENERAL PROVISIONS

15.1 Depositories and Checks. The moneys of the Association shall be deposited in such banks or financial institutions and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors from time to time.

15.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

15.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 Indemnification. The Association shall indemnify and advance expenses to each person who is or was an officer or director of the Association or a member of a committee to the full extent permitted by the laws of the State of Kansas from time to time.

ARTICLE XVI
AMENDMENT

These Bylaws may from time to time be altered, amended, or repealed, or new Bylaws may be adopted in any of the following ways: (i) by a two-thirds (2/3) vote of the members of the Association present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the entire Board of Directors, and any changes so made by the members may thereafter be further changed by three-fourths (3/4) vote of the entire Board of Directors; provided, however, that the power of the Board of Directors to alter, amend, or repeal Bylaws, or to adopt new Bylaws, may be denied as to any Bylaws or portion thereof by the members if at the time of enactment the members shall so expressly provide.

ARTICLE XVII
CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVIII
FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

ARTICLE XIX
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the statutes of Kansas, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members, directors or members of a committee of directors need be specified in written waiver or notice unless so required by the Articles of Incorporation or these Bylaws.

* * *

The undersigned secretary of SaddleBrooke Homes Association, Inc., a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said corporation adopted by the initial directors named in the Articles of Incorporation.

Dated: August 16, 1995



Kenneth E. Nichols, Secretary

SADDLEBROOKE

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made as of the 20th day of May, 1993, by HIGHLANDS GROUP, a Kansas partnership;

W I T N E S S E T H :

WHEREAS, Highlands Group has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as “SaddleBrooke; and

WHEREAS, such plat creates the subdivision of SaddleBrooke, composed of the following described lots, to wit:

Lots 1 through 47 of SaddleBrooke, a subdivision in the City of Shawnee, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, Highlands Group, as the present owner and developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the values, desirability, and attractiveness of the development and improvements constructed thereon and to keep the use consistent with the intent of the developer, all of which restrictions shall be for the use and benefit of Highlands Group and its future grantees, successors, and assigns;

NOW, THEREFORE, in consideration of the premises, Highlands Group, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definition of Terms Used, For purposes of this declaration, the following definitions shall apply:

(a) The term “Lot” shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District as defined below; provided, however, that if an Owner, other than the Developer, owns all of parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one “Lot”.

(b) The term “District” shall mean all of the above described lots in SaddleBrooke, all Common Areas, and all additional property which hereafter

may be made subject hereto in the manner provided herein.

(c) The term “Developer” shall mean and refer to Highlands Group, a Kansas Partnership, and its successors and assigns.

(d) The term “Owner” shall mean the record owner in fee simple of any lot, including the Developer.

(e) The term “Common Areas” shall mean:

(1) Street right-of-way;

(2) streets and street islands;

(3) gates, security devices, gateways, guard houses, entrances, monuments, beams, and other similar ornamental areas and related utilities; street lights; sprinkler systems; and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto;

(4) local open space; and

(5) all other similar areas and places, together with improvements thereon and thereto, the use, benefit, or enjoyment thereof is intended for all of the Owners within the District, whether or not any “Common Area” is located on any Lot.

(f) The term “street” shall mean any public or private street, road, terrace, circle, or boulevard shown on any recorded plat of all or part of the District.

(g) The term “Homes Association” shall mean Saddle-Brooke Homes Association, a Kansas not-for-profit corporation.

(h) The term “outbuilding” shall mean any man-made structure protruding above ground that is not directly attached to and a structural component of the residence to which it is appurtenant, including, without limitation, any gazebo, shack, pergola, detached garage, barn, shed, patio enclosure, dog house, play house, tree house, or tent.

(i) The term “Certificate of Substantial Completion” shall mean a certificate executed, acknowledged, and recorded by the Developer stating that all of the lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed.

(j) The term “Approving Party” shall mean:

(1) prior to the recording of the Certificate of Substantial Completion, the Developer, and

(2) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association.

2. Use of Land. 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; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings of any residence for model, office, sales, or storage purposes during the development of the District.

FIRST AMENDMENT TO SADDLEBROOKE DECLARATION OF RESTRICTIONS

*(Synthetic Shake, Slate or Tile, Stone Coated Steel Roofing,
and Asphalt Laminated Composition Shingles Roofs)*

THIS FIRST AMENDMENT TO SADDLEBROOKE DECLARATION OF RESTRICTIONS (hereafter the “First Amendment”) is made effective on the date that all parties hereto have duly executed this First 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 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. The Original 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”.

J. 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 “The 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.”

K. 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.

L. 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.

M. 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.

N. Section 3(d) of the Original Declaration of Restrictions provides that “Roofs shall be covered by cedar shakes, slate, or concrete tile and shall have a minimum roof pitch of 5 on 12. No asphalt shingle, gravel, or tar roofs are allowed. No flat roofs are allowed.”

O. The Majority Lot Owner and the Board of Directors, on behalf of the Association, desire and intend to amend and modify Section 3(d) of the Original Declaration of Restrictions to permit, allow and authorize additional roof coverings, 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.

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

Q. The Recitals are to be made a material part of this First 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(d) of the Original SaddleBrooke Declaration of Restrictions, which provides: “Roofs shall be covered by cedar shakes, slate, or concrete tile and shall have a minimum roof pitch of 5 on 12. No asphalt shingle, gravel, or tar roofs are allowed. No flat roofs are allowed” is hereby deleted in its entirety and replaced with the following provision, which provision shall constitute Section 3(d) of the Original Declaration of Restrictions:

3. Building Standards and Requirements.

(d) Permitted Roof Coverings.

1. All roofs shall be constructed with a minimum of pitch of 5 on 12. No asphalt shingle (except as provided in accordance with subparagraph (vi) below with respect to asphalt laminated composition shingles), gravel, or tar roofs are allowed. No recycled or reclaimed materials will be allowed. No flat roofs are allowed. All roofs of any residential structure constructed, and/or replaced shall conform to the following requirements, standards and specifications:

(i) Cedar shake wood shingles, that meet the following specifications:
Number 1 or 2 grade Wood Shakes must be at least 1/2” thick measured at the butt

(ii) Slate

(iii) Concrete or Clay Tile

(iv) Synthetic Shake, Slate or Tile (sometimes referred to as “lightweight slate or tile”) that meet the following standards and specifications:

Must be UL Listed Class A Fire Resistant
Must be UL Listed as Class 4 Impact Resistant,
Standard 2218
Wind Resistant to at least 90 mph

50 Year Warranty

Must have the appearance and color range of Natural Weathered Wood with a matte finish. Multi-colored tile or slate combinations may be used subject to approval by the “Approving Party”
Matching hip and ridge caps

- (v) Stone Coated Steel Roofing (and/or Ceramic Coated Metal Roofing), resembling Tile, Slate, or Wood Shakes, that meet the following standards and specifications:

Must be 26 Gauge Steel or heavier

Must be UL Listed Class A Fire Resistant

Must be UL Listed as Class 4 Impact Resistant, Standard 2218

Wind Resistant to at least 110 mph

50 Year Warranty

Must have the appearance and color range of Natural Weathered Wood, Dark Gray Slate, or Reddish Spanish Tile (as currently exists in the SaddleBrooke subdivision) Multi-colored Stone Coated Steel may be used, subject to approval by the “Approving Party” Coating of ceramic and stone, with a matte finish required Matching hip and ridge caps required.

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

a. Architectural shingle with shadow lines and or relief imitating a wood shingle or shake; 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 roof 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 pre formed hip and ridge shingles that imitate wood shingles or wood shakes in appearance; and

e. Must have the appearance and color range of natural weathered cedar shingles or weathered cedar shakes. No other colors, or color blends will be approved; and

f. Must be a minimum of 425 lbs per square, a square being 100 square feet as installed; and

g. 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 may not be installed over an existing shake or shingle roof;
and

h. Required to be U.L. Class A fire rated; and

i. Material is required to have at least a minimum life of 50 years (50 Year Warranty)

2. All roof coverings shall be installed with the necessary underlayment and other components of a specified roof assembly, as required by the Uniform Building Code (or the applicable residential building code adopted by the City of Shawnee, and shall be installed according to the manufacturer's specifications. All existing roofing materials shall be removed down to the stringers and/or 1x4's.

3. Construction and installation of any new roof, or replacement of all or a substantial portion of any existing roof on any existing residential structure shall not commence unless and until the Owner of the Lot has submitted, in writing, to the Approving Party, a description and specifications of the roofing materials to be used in the construction and/or replacement, and the Approving Party has approved the same in order to ensure compliance with the specifications as set forth herein."

2. This amendment of and to Section 3(d) 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 Section 3(d), shall apply.

3. Except as expressly amended and modified herein, the Original 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.

4. 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 First 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]

3. Building Standards and Requirements.

(a) Exterior walls of all buildings, structures, and all appurtenances thereto shall be of wood siding, wood shingles, wood shakes, stone, brick, split rock, stucco, plate glass, or any combination thereof. Simulated materials such as "Woodsmen" siding may be approved on a case-by-case basis by the Approving Party; board and batt is specifically prohibited.

(b) Exterior colors and color combinations that, in the opinion of the Approving Party, are inharmonious shall not be permitted. Each Owner must submit a color plan showing the color of the roof, exterior walls, shutters, trim, etc., to the Approving Party prior to initial construction on any Lot. The Approving Party shall have final approval of all exterior color plans.

(c) Windows shall be constructed of wood and glass and shall be thermopane. Exterior doors and louvers shall be constructed of wood, metal, and glass. Brite finished or colored windows, exterior doors, louvers, window screens, or exterior trim or accessories shall not be permitted. Mirror finishes on windows are specifically prohibited.

(d) Roofs shall be covered by cedar shakes, slate, or concrete tile and shall have a minimum roof pitch of 5 on 12. No asphalt shingle, gravel, or tar roofs are allowed. No flat roofs are allowed.

(e) Masonry fireplaces are encouraged. All exterior fireplaces, masonry or prefabricated, shall be supported by a full foundation. All fireplace caps shall be low profile. The Approving Party shall have final approval of all exterior design and material selections for fireplaces and chimneys.

(f) Exposed gutters shall be painted to match the fascia and downspouts to match the exterior siding unless copper is used.

(g) Wood exterior, except roofs, shall be covered with a workmanlike finish or two coats of high quality paint or stain. No building shall be permitted to stand with its exterior in any unfinished condition for longer than five months after start of construction.

(h) Exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the house. Foundations and walls that are exposed in excess of 24 inches above finish grade shall be covered with finished exterior materials compatible with the structure.

(i) Earth homes shall not be permitted

(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. Panel design garage doors are allowed only on pure Colonial-style residences. Glass or windows in garage doors are specifically prohibited.

(k) Owners are responsible to construct and maintain an energy-efficient residence. Minimum sidewall and ceiling insulation requirements are R-19 and R-30, respectively.

(l) Minimum finished floor areas are 1,800 square feet for a ranch; 2,200 square feet for a two-story with at least 1,100 square feet on each floor; and 2,200 square feet for a one and a one-half story with at least 1,500 square feet on the first floor. The Approving Party, in its sole discretion, may allow variances from the foregoing square footage requirements. All floor areas are exclusive of any porches, garages, attics, and basement areas, whether finished or unfinished.

(m) Fences, privacy screens, enclosures, decks, and boundary or retaining walls shall not be erected upon any Lot unless and until the location, design, configuration, and materials have been submitted to and approved in writing by the Approving Party. All fences in excess of four feet shall be wrought iron. Either wrought iron or dog-eared, four-foot cedar picket with Gothic-style, 4" x 4" cedar posts are acceptable for four-foot high fences, except that wood fencing is specifically prohibited backing to Developer-installed wrought iron fencing and backing to Quivira Drive.

(n) Large expanses of concrete shall be kept to a minimum. Specific approval for all three-car driveways and circle drives must be obtained in writing from the Approving Party before construction thereof on any Lot. The use of gravel, asphalt, or natural driveways is specifically prohibited. Finish colors, other than plain concrete, must be approved as part of the "color plan" set for in 3(b) above.

(o) Lots shall be fully sodded. Extensive landscaping is encouraged, and a minimum front yard landscaping expenditure (excluding sod and irrigation systems) of \$1,500 is required. Included in this landscaping expenditure shall be at least one 2" diameter Bradford Pear tree to be planted in the street right-of-way. A detailed landscape plan must be submitted to and approved by the Developer prior to installation. Both sod and required landscape installation shall be completed prior to first occupancy of the residence or the Owner shall be required to escrow funds, in the amount calculated by the Developer, before occupancy of the residence.

(p) Adequate construction procedures shall be followed to protect trees, shrubs, and other natural landscaping that may exist on the lot and adjacent lots. Trees specifically shall be protected from construction damage by barricades or fencing. Written permission is required from the Approving Party before removing any trees six inches and larger in diameter.

(q) Finish grading will be required on all Lots. This grading shall adequately handle all run-off water in a reasonable manner that is fully compatible with neighboring lots and that complies with the Developer's overall site grade plan. Straw bale or silt fencing shall be installed as required to control any and all washing and erosion until finish grading, sodding, and landscaping is complete.

4. Approval of Plans and Post-Construction Changes.

(a) No residence, building, outbuilding, or other structure may be erected upon or moved onto any Lot unless and until the building plans and specifications thereof have been submitted to and approved in writing by the Approving Party. Nor shall any change or alteration in such building plans and specifications thereof be made until such change or alteration has been submitted to and approved in writing by the Approving Party.

(b) The building plans and specifications shall include the following:

(1) A pre-construction survey that details the exact location of the residence or structure on the Lot, the top of foundation elevations, the proposed final grading of the Lot, and the size and location of all large trees that are within 25 feet of the residence and that are 6" or larger in diameter. The survey shall clearly indicate which large trees will be saved and which large trees will be removed.

(2) Complete set of final construction plans that includes final floor plans, final exterior elevations (all sides) drawn to show final grades, final roof plans, and final material selections.

(3) Final color plan that includes color chips for all exterior colors, including roof (if other than natural cedar), exterior walls, shutters, trim, and flat work (if other than natural concrete) colors.

(4) Final landscape plan.

Three sets each of all plans and specifications shall be submitted to the Approving Party who shall review them within a reasonable time. Once approved, two sets shall be signed and returned and one set kept for record.

(c) Following the completion of construction of any residence, building, or other structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Approving Party.

(d) All replacements of all or any portions of a structure because of age, casualty loss, or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Approving Party.

(e) The Approving Party shall not be liable to any person for any discretionary approval, disapproval, or failure to approve any matter submitted for its approval as required by the provisions of this Declaration.

5. Setbacks. The Developer reserves the right to require setbacks greater than those required by Code or shown on the plat.

6. Commencement and Completion of Construction. 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.

7. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no building or structure of any sort shall be placed, erected, or used for business, professional, trade, or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot and the improvements thereon in a neat, clean, and orderly fashion.

(c) No vehicle, truck, trailer, bus, camper, boat, airplane, or other apparatus shall be left, maintained, repaired, serviced, or stored on any Lot, except in an enclosed garage; provided, however, that motor vehicles may be parked in driveways and on streets for not more than a 24-hour period. Motor-

ized vehicles shall not be operated on any Lot or Common Area, other than in the street.

(d) No television, radio, citizens' band, short wave, or other antenna, clotheslines, or clothesline poles or other apparatus, awnings, canopy, satellite dish, 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.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales, or similar activities shall be held within the District without the written consent of the Approving Party.

(g) No mailbox, or standard therefor, shall be erected or installed without the prior approval of style, material, construction, and location being granted by the Developer.

(h) No speaker, horn, whistle, siren, bell, or other sound device, except those used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any residence or on any Lot.

(i) All public utilities shall be underground.

(j) All real estate "For Sale" signs shall be consistent with the design(s) and materials to be selected by the Approving Party.

(k) In the event of vandalism, fire, windstorm, or other damage, no buildings shall be permitted to remain in damaged condition for longer than three months.

8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. In no event, however, shall more than three dogs or cats or combination thereof be raised, bred, or kept on any Lot. No outside pet shelter pens or runs may be erected upon or moved onto any Lot.

9. Easement for Public Utilities; Drainage; Maintenance.

The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance, and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, and other utilities, and to give or grant rights-of-way shown on the recorded plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining, or moving any utility lines or services and shall inure to the benefit of all Owners in the District and the Homes Association as a cross-easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns; and the Homes Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Homes Association, operating any sprinkler system, and maintaining the Common Areas.

No water from any roof, downspout, basement, or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line; nor shall any other connection of any kind be made to a sewer line.

10. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owner of Lots in the District, shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use, and such easement shall be appurtenant to, and shall automatically pass with, the title to each Lot.

(b) Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without any cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion. The Homes Association shall at all times be responsible for the proper maintenance of all Common Areas.

(c) The right and easement of enjoyment of the Owners in the District to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance, and utility easements over, under, upon, and through such Common Areas as provided in Section 11 above.

(d) No owner shall improve, destroy, or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Any gates of similar security facilities that may be installed as or in a Common Area shall be constructed and operated in a manner so as to permit access at all times by emergency vehicles.

(f) The Developer and the Homes Association shall have the right to make additional rules, regulations, and restrictions pertaining to the use of any Common Area.

11. Covenants, Running with Land; Enforcement. The agreements, restrictions, and reservations herein set forth are, and shall be, covenants running with the land into whomsoever's hands any of the property in the District shall come. The Developer, and its successors, assigns, and grantees, and all parties claiming by, through, or under them, shall conform to and observe such agreements, restrictions, and reservations.

The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive and mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions, or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

12. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer, and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

13. Release or Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect until December 31, 2028, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the then Owners of a majority of the Lots may release the District, or any part thereof, from all or part of such provisions as of December 31, 2028, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging, and recording an appropriate agreement in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be 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.

Anything set forth in this Section 13 to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power, and authority to modify, revise, amend, or change any of the terms and provisions of this Declaration, all as from time to time amended or supplemented, if either the Veteran's Administration ("VA") or the Federal Housing Administration ("FHA") or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the District or any part of

14. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging, and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions, and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

15. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer has caused this Declaration to be duly executed the day and year first written above.

HIGHLANDS GROUP,
a Kansas Partnership
Casey-Matt, Inc.

By: 

Name: Don D. Donahoo

Title: President

NW Realty, Inc.

By: 

Name: Kenneth E. Nichols

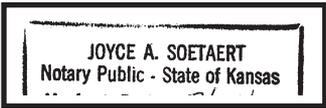
Title: President

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On this 20th day of May, 1993, before me appeared Don D. Donahoo, to me personally known, who, being by me duly sworn, acknowledged he is the President of Casey-Matt, Inc., a Kansas Corporation, and that said instrument was signed on behalf of said corporation and said person acknowledged said instrument to be the free act and deed of said corporation.

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



Nancy J. Wilson
Notary Public Nancy J. Wilson

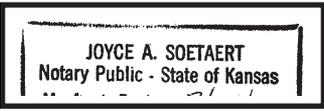
My Commission Expires:
9-19-95

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On this 20th day of May, 1993, before me appeared Kenneth E. Nichols, to me personally known, who, being by me duly sworn, acknowledged he is the President of NW Realty, Inc., a Kansas Corporation, and that said instrument was signed on behalf of said corporation and said person acknowledged said instrument to be the free 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.



Nancy J. Wilson
Notary Public Nancy J. Wilson

My Commission Expires:
9-19-95

SADDLEBROOKE HOMES ASSOCIATION, INC.

By: _____
Mike Thompson, President

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS _____ day of _____, 2006, before me, the undersigned, a Notary Public, personally appeared Mike Thompson, to me known to be the person described in and who signed the foregoing instrument as the President of SADDLEBROOKE HOMES ASSOCIATION, INC., a Kansas not-for-profit corporation, and acknowledged he was endowed with the authority to execute said instrument, said instrument was signed on behalf of said corporation, and said signature to be the free act and deed of said corporation for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

**ATTACHMENT TO FIRST AMENDMENT TO SADDLEBROOKE
DECLARATION OF RESTRICTIONS**

**HOMEOWNERS' CONSENT AND APPROVAL TO
FIRST AMENDMENT TO SADDLEBROOKE DECLARATION OF RE-
STRICTIONS**

(Synthetic Shake, Slate or Tile, Stone Coated Steel Roofing,
and Asphalt Laminated Composition Shingles Roofs)

LOT #/LEGAL DESCRIPTION: _____

ADDRESS: _____

OWNER(S): _____

The above named record owner(s) of the Lot and Property afor-
described, and as member(s) of the SaddleBrooke Home Association, Inc. (herein-
after referred to as "Owners") hereby state, affirm and warrant that he/she/they
have read and reviewed the foregoing FIRST AMENDMENT TO SADDLE-
BROOKE DECLARATION OF RESTRICTIONS, and hereby consent, ratify,

THE ENCLAVES AT SADDLEBROOKE HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made on this 13th day of June, 1994, by Highlands Group, a Kansas general partnership (the “Declarant”);

W I T N E S S E T H :

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a plat called The Enclaves at SaddleBrooke, as an additional 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 1 through 19 of the Enclaves at SaddleBrooke, 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 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.

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

The Association shall have as one of its powers and duties the obligation to spray, chemically treat, fertilize and mow (but not plant, seed or replace) all grass lo-

on the Additional Lots. This lawn care activity shall be handled primarily through a special committee of members of the Association residing in or owning the Additional Lots, which committee shall be appointed by owning the Additional Lots, which committee shall be appointed by and serve at the pleasure of the Board of Directors of the Association. To fund this lawn care activity and no other activity of the Association, the Additional Lots (other than those owned by the Developer) shall be subject to a monthly assessment to be paid to the Association by the owners of the Additional Lots. Such monthly assessments for each Additional Lot shall commence at the same time the annual assessment for such lot commences. The amount of monthly assessment shall be fixed by the Association, and until further action of the Association, shall be \$100.00 per month. The rate of monthly assessment may be increased or decreased (a) by the Board of Directors from time to time, without a vote of the members residing in or owning the Additional Lots, but up to 25% over/under the rate in effect on the preceding July 1st or (b) by up to 50% over/under the rate in effect on the preceding July 1st, by a vote of the members residing in or owning the Additional Lots at a meeting of such members called (in whole or in part) for that purpose and of which notice is duly given and if a majority of such members present at such meeting authorize such increase or decrease by an affirmative vote therefor; provided, however, that the Board, without a vote of such members, shall always have the power to set, and shall set, the rate of monthly assessment at an amount that will permit the Association properly to perform its lawn-care duties described above. The monthly assessments shall be a lien upon the applicable Additional Lot and, except as expressly provided above, shall be an obligation and collected like the annual assessments. The Association may cease to provide the lawn care service to any Additional Lot during any period that the lot is delinquent in the payment of the monthly assessment, and no such cessation of services shall result in any reduction or elimination of any monthly assessment due from the owner before, during or after such cessation. No owner may waive or otherwise avoid liability for any monthly assessment by declining the lawn care service provided through the Association. At the option of the Board of Directors of the Association, the monthly assessment for lawn care maybe converted into an additional annual assessment specifically for lawn care services paid once per year by the owners of the Additional Lots.

**AMENDMENT TO
THE ENCLAVES AT SADDLEBROOKE
HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, (“Amendment”) is made and entered into by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the “Owners”) and Highlands Group, as the developer of the lots described below (the “Developer”);

WITNESSETH :

WHEREAS, the Developer is the developer of the residential subdivision in the City of Shawnee, Johnson County, Kansas, commonly known as “SaddleBrooke”, which includes an area called “The Enclaves at SaddleBrooke”; and

WHEREAS, the Developer has previously executed a certain The Enclaves at SaddleBrooke Homes Association Declaration (the “Declaration”) and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on June 13, 1994, as Instrument No. 2403313 in Volume 4356 at Page 881; and

WHEREAS, the Declaration places certain obligations and restrictions upon the following described residential lots (the “Lots”) :

Lots 1 through 19 of THE ENCLAVES AT SADDLEBROOKE,
a subdivision of land in City of Shawnee, Johnson County,
Kansas, according to the recorded plat thereof.

WHEREAS, the Owners and the Developer desire to amend and modify the Declaration as provided herein.

NOW, THEREFORE, the parties hereto declare and agree as follows:

1. The parties desire that the homes association not be required to provide lawn care for the Lots. Therefore, the third to last and second to last paragraphs of the Declaration (which begin with “Notwithstanding the foregoing” and end with “owners of the Additional Lots.”) are hereby deleted in their entirety. The homes association shall have the power to negotiate with a third party lawn care service (s) selected by the homes association, for the purpose of making such service and a special rate available for those Lots which elect to use such service

The homes association shall have the power to negotiate with a third party lawn care service (s) selected by the homes association, for the purpose of making such service and a special rate available for those Lots which elect to use such service and which rate shall be paid directly by the owners of such electing Lot; to such third party.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

Dated: 3-31, 1995 HIGHLANDS GROUP,
a Kansas general partnership

By: Casey-Matt, Inc., a partner

By: 
Name: Don D. Donahoo, President

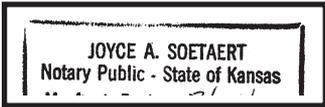
By: N.W. Realty, Inc., a partner

By: 
Name: Kenneth E. Nichols, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 31st day of March, 1995, 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 hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy J. Wilson
Notary Public Nancy J. Wilson

My Commission Expires:

9-19-95

**AMENDMENT TO
THE ENCLAVES AT SADDLEBROOKE
HOMES ASSOCIATION DECLARATION
EXECUTION PAGE FOR LOT OWNERS**

Lot (s) Owned in The Enclaves at SaddleBrooke:

Lots 1 through 11

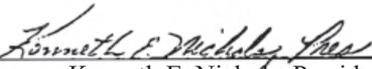
Lots 13 through 19

HIGHLANDS GROUP,
a Kansas general partnership

By: Casey-Matt, Inc., a partner

By: 
Name: Don D. Donahoo, President

By: N.W. Realty, Inc., a partner

By: 
Name: Kenneth E. Nichols, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 31st day of March, 1995, 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.

THE ENCLAVES AT SADDLEBROOKE **DECLARATION OF RESTRICTIONS**

THIS DECLARATION, made as of the 13th day of June, 1994, by HIGHLANDS GROUP, a Kansas partnership;

WITNESSETH :

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a plat called The Enclaves at SaddleBrooke, as an additional 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 1 through 19 of the Enclaves at SaddleBrooke,
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, 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 prior written consent of the Developer.

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 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.

3. Exterior walls of all buildings, structures and all appurtenances thereto on the Additional Lots shall be specifically approved by the Approving Party and shall be of premium wood siding, wood shingles, wood shakes, stone, brick, split rock, stucco, plate glass, or a combination thereof. "Woodsman" - type siding and board and batt shall be prohibited on the Additional Lots.

4. All fences on the Additional Lots shall be wrought iron.

5. An underground water sprinkler system covering the entire yard shall be installed on each Additional Lot. Such installation shall be completed prior to first occupancy of the residence or the Owner shall be required to escrow funds, in the amount calculated by the Developer, before occupancy of the residence. The Owner of each Additional Lot shall use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months.

6. The minimum yard landscaping expenditure (excluding sod and irrigation systems) shall be \$2,500.00 for each Additional Lot.

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*
Name: Don D. Donahoo, President

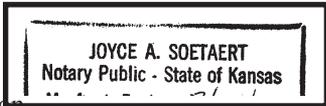
By: N.W. Realty, Inc., a partner

By: *Kenneth E. Nichols, Pres*
Name: 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 hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy J. Wilson
Notary Public Nancy J. Wil-

SCB

My Commission Expires:
9-19-95

THE ESTATES AT SADDLEBROOKE
2ND PLAT
DECLARATION OF RESTRICTIONS

THIS DECLARATION, made on this 13th day of June, 1994, by HIGHLANDS GROUP, a Kansas partnership;

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, 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 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 Developer for the development phase containing the Additional Lots 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 Lots 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
Name: Don D. Donahoo, President

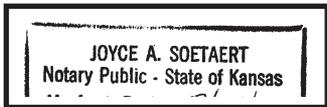
By: N.W. Realty, Inc., a partner

By: Kenneth E. Nichols, Pres
Name: 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 hereunto set my hand and affixed my official seal on the day and year last above written.



Nancy J. Wilson

Notary Public Nancy J. Wilson

My Commission Expires:

9-19-95