

**SECOND AMENDED**  
**DECLARATION OF RESTRICTIONS**

**THE SYLVAN**

WHEREAS, THE SYLVAN CORPORATION, a Kansas corporation (the “Developer”), has heretofore executed a plat of

all of Lots 1 to 53, both inclusive, of THE SYLVAN,

which plat was recorded on the Sixth day of October, 1978, in Plat Book 45 at page 47, in the office of the Register of Deeds of Johnson County, Kansas, and has heretofore dedicated to the public all of the streets, drives, roads, avenues and terraces for street purposes as shown thereon;

WHEREAS, the Developer was the owner of all of the lots shown on the aforementioned plat of THE SYLVAN, and placed certain restrictions on the lots owned by it and shown on said plat, all of which restrictions shall be for the use and benefit of the present owner thereof and its future grantees;

WHEREAS, on September 4, 1980, the Developer caused to be filed of record in the office of the Register of Deeds of Johnson County, Kansas, a Declaration of Restrictions, in Volume 1599, pages 83 through 91; and

WHEREAS, on April 7, 1981, the Developer caused to be filed of record in the office of the Register of Deeds of Johnson County, Kansas, a first amendment to the Declaration of Restrictions, in Volume 1662, at page 243 (the Declaration filed in 1980, as amended, is hereinafter referred to as the “Declaration”);

WHEREAS, on December 23, 1999, the Sylvan Homes Association caused to be filed of record in the office of the Register of Deeds of Johnson County, Kansas, a Amendment to Declaration of Restrictions, in Volume 6437, at page 328 (the Declaration filed in 1980, as amended, is hereinafter referred to as the “Declaration”);

WHEREAS, the Sylvan Homes Association, a Kansas nonprofit corporation, is the Association and operating under the Declaration (the “Association”) and has taken the role of the Developer as that term is used in the Declaration, such that references to The Sylvan Corporation should be considered references to the Association.

NOW, THEREFORE, in consideration of the premises, the Association, for itself and for its successors and assigns, and for their future grantees, amends the Declaration as follows, pursuant to the terms of the Declaration.

1. The provision entitled “PERSONS BOUND BY THESE RESTRICTIONS.” is amended and restated to read as follows:

All people and corporations who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following

covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereof, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

2. SECTION 1. USE OF LAND, is amended and restated to read as follows:

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, although intended for residence purposes may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family. Leasing for single family use is allowed, so long as leases are for a term of no less than one year. Short term leasing or occupancy is not allowed. Home office businesses may be operating in residences so long as in compliance with Shawnee city codes, and so long as customer or non-resident employee parking is not required as part of the business operation.

3. SECTION 2. SETBACK OF RESIDENCES FROM STREET., is amended and restated to read as follows:

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted nearer to the street than is the building line or lines of said plat of the Sylvan on the lot or lots on which such residence is erected. Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by the Association in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided, further, that the Association shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and provided, further, that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such street.

Those parts of the residence that may project to the front of and be nearer to the street or streets than the building lines on said plat, and the distance that each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the building lines not to exceed 3 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the building lines not to exceed 4 feet.

(c) Vestibule Projections; Any vestibule not more than one story in height may project beyond the building lines not to exceed 4 feet.

4. SECTION 3. REQUIRED ROOF AND SIZE OF RESIDENCE. is amended and restated to read as follows:

Any residence erected on any of the lots hereby restricted shall contain a minimum of 2,000 square feet of enclosed floor area. Any two-story residence shall have a minimum of 2,800

square feet. Each residence shall have a roof which is composed of the following:

1. Slate; or
2. Clay tile; or
3. Concrete tile; or
4. Laminated Composition Shingles with all of the following characteristics:
  - a. "Architectural" shingle with shadow lines and relief imitating wood shingle or wood shake; and
  - b. Installed with valleys and flashings colored to be unobtrusive and inoffensive; and
  - c. Installed with preformed ridge shingles; and
  - d. Having the appearance and color range of natural weathered cedar shingles or weathered cedar shakes; and
  - e. Minimum of five (5) color blend granules; and
  - f. Initial layer required to be placed on solid decking; and
  - g. Minimum thickness of 3/16 inch measured at exposed butt end of overlap; and
  - h. Required to be U.L. Class A fire rated material; and
  - i. Any other shingle and roofing system which complies with all of the characteristics in Subsection 5, above, as determined by the Board of the Association.
  - j. At no time shall any "three-tab" or non-"architectural" system be acceptable.
  - k. As required in the International Residential Code, Table R301.1(1), as adopted by Shawnee Municipal Code 15.06.020 (C), ice barrier is required for all new construction, roof replacement and re-roof projections. All new roofs, reroofing projects and roof repairs must be in accordance with the city of Shawnee, Kansas, then current building and zoning code, whether a permit is required for the work, or not.
5. Standing seam metal roofs as an accent feature, with Board approval.

Proposed roof materials shall be submitted to the Board for approval prior to installation.

The word "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in garages, porches or attic.

Wind mills and turbines are not allowed in the subdivision. Satellite dishes exceeding the diameter provided in Section 10 shall not be allowed in the subdivision.

5. SECTION 6. OIL TANKS PROHIBITED. is amended and restated to read as follows:

No tank for the storage of fuel may be maintained on any of the lots hereby restricted. This restriction does not include portable propane tanks for recreational use.

6. SECTION 7. RESTRICTIONS ON MAINTAINING PETS. Is amended and restated to read as follows:

No wild, semi-wild, or domestic fowl, poultry, doves, pigeons, or exotic reptiles may be kept or maintained upon any of the lots hereby restricted. All other pets must be maintained in accordance with City of Shawnee Municipal Code Title 6 with the exception that no lots restricted shall maintain more than two cats, two dogs, two rabbits, two non-poultry avian, or any combination of the foregoing specific animals listed in this exception not exceeding two may be kept on any such lots without prior consent of the Association.

7. SECTION 8. ABOVE GROUND SWIMMING POOLS PROHIBITED. is amended and restated to read as follows:

No above ground swimming pool may be constructed or maintained on any of the lots hereby restricted. Above ground hot tubs may be maintained if adequately screened. In ground pools shall be maintained in accordance with City of Shawnee, Kansas codes.

8. SECTION 9. BILLBOARDS, SIGNS AND ADVERTISING, AND SOLAR RESTRICTED. Is amended and restated to read as follows:

No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any of the lots hereby restricted without the prior consent, in writing of the Association; provided, however, that permission is hereby granted for the erection and maintenance of not more than one home for sale sign and for temporary special event signs,

Any solar collection devices must be approved by the Board prior to installation. The Board shall adopt rules and regulations on to implement this restriction which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale of the lot or tract upon which it is erected.

9. SECTION 11. AUTOMOBILE REPAIRING, OVER-NIGHT PARKING OF RECREATIONAL VEHICLES, CAR-VANS, CAR-TRUCKS, TWO OR THREE WHEELED MOTORIZED VEHICLES, TRUCKS, TRAILERS, BUGGYS, CAMPERS, INOPERATIVE MOTOR VEHICLES, BOATS OR DELIVERY VEHICLES RESTRICTED. is amended and restated to read as follows:

(a) No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the lots hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such lot.

(b) No recreational vehicles, car-vans, car-trucks, two, three or four wheeled motorized vehicles, golf carts, trucks, trailers, buses, campers, inoperative motor vehicles of any nature, boats, or delivery vehicles may *be* stored or parked on any portion of the lots hereby restricted for a period longer than twenty four (24) hours without the prior consent, in writing, of the Association.

10. SECTION 12. BURNING OF TRASH, LEAVES, OR OTHER WASTE PROHIBITED. is amended and restated to read as follows:

Any burning other than recreational fire pits shall be in compliance with the Code of the City of Shawnee, Kansas, and permits obtained as required.

11. SECTION 14. POLES, FENCES, AND WALLS RESTRICTED. is amended and restated to read as follows:

No poles, fence, wall or hedge shall be erected, constructed, constructed, planted or maintained upon any of the lots hereby restricted without prior written approval as to material, design, shape, location, species and heights, by the Association. No chain link or other metal fencing material is allowed. All fencing must comply with the Code of the City of Shawnee, Kansas, and permits obtained as required.

12. SECTION 15. MISCELLANEOUS PROVISIONS, subsection (d), is amended and restated to read as follows:

(d) Exterior Christmas lights and/or Decorations: No exterior holiday lights and/or decorations may be erected or maintained on any of the lots restricted except during a sixty (60) day period before and after the holiday.

13. SECTION 15. MISCELLANEOUS PROVISIONS, subsection (f), is amended and restated to read as follows:

(f) Exterior Basketball and Soccer Goals: No basketball or soccer goals are allowed in or adjacent to the street. Basketball goals may not be attached to the front of the house.

14. SECTION 15. MISCELLANEOUS PROVISIONS, subsection (j), is amended and restated to read as follows:

(j) Exterior House Colors: No residence or structure within the subdivision shall be painted with a color not in conformity and harmony with the other homes in the subdivision, without the prior written consent of the Association. The Association shall adopt rules and regulations including the colors permitted, including trim and primary house colors.

15. SECTION 15. MISCELLANEOUS PROVISIONS, subsection (k), is amended and restated to read as follows:

(k) Care and Maintenance of Residence and Structures: All of the lots hereby restricted and structures, landscaping and fences thereon shall at all times be kept in good care and maintenance.

16. SECTION 15, MISCELLANEOUS PROVISIONS, new subsection (l) is added, as follows

(l) No trash receptacles shall be kept in the front of the house or visible from the street except on the evening before pick up and day of service.

17. SECTION 16. DURATION OF RESTRICTIONS. is amended and restated to read as follows:

Each of the restrictions herein set forth and incorporated herein shall continue and be binding upon the Association and all people and entities who now own or shall hereafter acquire any interest in the lots hereby restricted, until January 1, 2029, and shall automatically be continued thereafter for successive periods of 5 years each. Provided, however, that any one or more of the restrictions herein set forth and incorporated herein may be amended when more than 50 percent of the voting lots hereby specifically restricted, and enumerated in this instrument, execute an appropriate agreement or agreements in writing for such purpose and file the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to the expiration of any successive 5-year period. Each lot is only eligible for one vote. A vote has had adequate participation in the event at least 20% of the lots have cast a vote. The Association shall notify owners of an opportunity to vote by either (1) sending a certified mail letter notifying the owner of the proposed amendment at least twenty-one days before said vote, or (2) by the owner signing a waiver of the mailing of the certified letter. Lots which are sent or waive such notice and fail to vote will not be counted in the process.

18. Except as amended herein, the Declaration remains in full force and effect by its terms.

19. The undersigned officer hereby certifies that the notices and votes required to amend and extend the Declaration were properly give and votes received and counted, as required by the Declaration.

IN WITNESS WHEREOF, Sylvan Homes Association, by authority of its Board of Directors, has caused this instrument to be executed by its president, as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

# SYLVAN HOMES ASSOCIATION

By TYSON BREHM  
President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Tyson Brehm,  
as president of Sylvan Homes Association.

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

NAME:  
Notary Public

My Commission Expires:

---