Proposed Declaration of Restrictions Changes:

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| Original Restriction | Proposed Change |
| SECTION XII. FENCES, WALLS, SHRUBS AND ABOVE-GROUND POOLS:  No fence, wall, shrub, hedge, or above-ground swimming pool, shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without prior approval as to material, design, shape, location, type and height by the Architectural Control Committee. The Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII of the restrictions of MADISON HEIGHTS in its several plats, however said Architectural Control Committee shall approve fences along 70th Street only when the fences are six (6) foot tall privacy fences located on the line designated by the Architectural Control Committee and only when made of wood, with a gate built into such fence to allow the owner to mow and maintain the lot on both sides of said fence and the design is in accordance with the design of other fences along said road. All other fences in MADISON HEIGHTS shall be made of wood and four (4) feet in height, unless required by municipal ordinance to be taller, and then only to the height required by said ordinance. All fences shall provide a solid face with no spacing between boards. | **SECTION XII. FENCES, WALLS, SHRUBS AND ABOVE-GROUND POOLS:**  All fences in existence as of June \_\_\_, 2023 are hereby approved. No fence, wall, shrub, hedge, or above-ground swimming pool, shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without prior approval as to material, design, shape, location, type and height by the Architectural Control Committee. The Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII of the restrictions of MADISON HEIGHTS in its several plats. |
| SECTION XV. - RESTRICTIONS ON MAINTAINING PETS:  No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits or two  (2) birds, or any combination of the foregoing specific animals not exceeding two (2) in aggregate may be kept on any such lots without such consent. | **SECTION XV. - RESTRICTIONS ON MAINTAINING PETS:**  No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent in writing of the Architectural Control Committee, except that no animals shall be kept in violation of Title 6 – Animals, as defined by the Shawnee, Kansas Code of ordinances. |
| SECTION XXI. - DURATION OF RESTRICTIONS:  Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2021, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that the owners of the fee simple title to more than two-thirds (2/3) of all of the lots hereby restricted may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas. | **SECTION XXI. - DURATION OF RESTRICTIONS:**  Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until June \_\_\_, 2033, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that the owners of the fee simple title to more than two-thirds (2/3) of all of the lots hereby restricted may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas. |