

STATE OF KANSAS

COUNTY OF JOHNSON

2300432

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STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

93 SEP 24 P 4:13.5

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
FOR CEDAR GLEN, FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of
September, 1993, by Cedar Creek Properties, Inc., a
Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which

shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists.

However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:


Charles T. Sunderland, President

Attest:

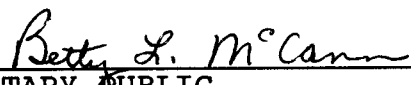

Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 22nd day of September, 1993, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

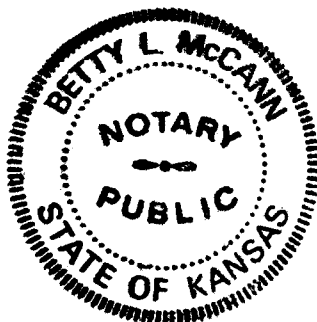

NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1994

-3-



VOL 4078 PAGE 349

EXHIBIT "A"

Additional Property

Cedar Glen, First Plat - Recorded in Book 84, Page 48 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7, Township 13, Range 23 and Southwest One-Quarter of Section 8, Township 13 South, Range 23 East now in the City of Olathe, Johnson County, Kansas and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8, Township 13, Range 23; thence South 87°45'51" West along the South line thereof a distance of 2130.33 feet to a point; thence North 02°14'09" West a distance of 1243.34 feet to the Point of Beginning; thence South 39°12'00" West a distance of 248.00 feet to a point; thence South 01°37'58" West a distance of 94.30 feet to a point in a curve; thence Westerly along a curve to the left having a radius of 225.00 feet, a central angle of 44°32'39", a chord bearing of South 69°21'38" West and a distance of 174.93 feet to a point of tangency; thence South 47°05'18" West a distance of 136.47 feet to a point of curvature; thence Westerly along a curve to the right having a radius of 214.53 feet, a central angle of 51°45'42", a chord bearing of South 72°58'09" West and a distance of 193.81 feet to a point of tangency; thence North 81°09'00" West a distance of 104.43 feet to a point of curvature; thence Westerly along a curve to the left having a radius of 240.62 feet, a central angle of 26°06'00", a chord bearing of South 85°48'00" West and a distance of 109.61 feet to a point; thence North 00°29'04" East a distance of 71.31 feet to a point; thence North 22°10'22" West a distance of 128.11 feet to a point in a curve; thence Westerly along a curve to the left having a radius of 302.55 feet, a central angle of 02°02'23", a chord bearing of South 62°42'48" West and a distance of 10.77 feet to a point; thence North 28°18'23" West a distance of 50.00 feet to a point; thence North 31°30'00" West a distance of 150.68 feet to a point; thence North 50°44'28" East a distance of 415.00 feet to a point; thence North 10°00'00" East a distance of 98.69 feet to a point; thence North 40°36'26" East a distance of 140.00 feet to a point; thence North 46°10'11" East a distance of 462.20 feet to a point in the Westerly right-of-way line of Cedar-Niles Boulevard as platted in Cedar Creek Village I Fourth Plat, said point being in a curve; thence Southerly along said right-of-way line and curve to the right having a radius of 220.00 feet, a central angle of 26°19'17", a chord bearing of South 01°20'21" East and a distance of 101.07 feet to a point; thence South 78°10'43" East along said Fourth Plat right-of-way line a distance of 60.00 feet to a point; thence South 11°49'17" West a distance of 86.34 feet to a point of curvature; thence Southerly along a curve to the left having a radius of 470.00 feet, a central angle of 62°37'17", a chord bearing of South 19°29'21" East and a distance of 513.69 feet to the Point of Beginning and containing 13.0710 acres, more or less.

This instrument filed by
Security Land Title Company
STATE OF KANSAS

2300433

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

93 SEP 24 P 4:14.6

COUNTY OF JOHNSON

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN, FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of
September, 1993, by Cedar Creek Properties, Inc., a
Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Community recorded in Deed Book 3012, Page 59 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 3326, Page 229 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By: Charles T. Sunderland
Charles T. Sunderland, President

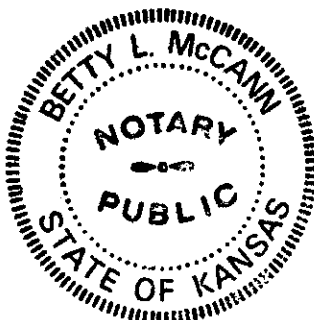
Attest: Gary L. Church
Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 22nd day of September, 1993, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1994

EXHIBIT "A"

Additional Property

Cedar Glen, First Plat - Recorded in Book 84, Page 48 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7, Township 13, Range 23 and Southwest One-Quarter of Section 8, Township 13 South, Range 23 East now in the City of Olathe, Johnson County, Kansas and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8, Township 13, Range 23; thence South 87°45'51" West along the South line thereof a distance of 2130.33 feet to a point; thence North 02°14'09" West a distance of 1243.34 feet to the Point of Beginning; thence South 39°12'00" West a distance of 248.00 feet to a point; thence South 01°37'58" West a distance of 94.30 feet to a point in a curve; thence Westerly along a curve to the left having a radius of 225.00 feet, a central angle of 44°32'39", a chord bearing of South 69°21'38" West and a distance of 174.93 feet to a point of tangency; thence South 47°05'18" West a distance of 136.47 feet to a point of curvature; thence Westerly along a curve to the right having a radius of 214.53 feet, a central angle of 51°45'42", a chord bearing of South 72°58'09" West and a distance of 193.81 feet to a point of tangency; thence North 81°09'00" West a distance of 104.43 feet to a point of curvature; thence Westerly along a curve to the left having a radius of 240.62 feet, a central angle of 26°06'00", a chord bearing of South 85°48'00" West and a distance of 109.61 feet to a point; thence North 00°29'04" East a distance of 71.31 feet to a point; thence North 22°10'22" West a distance of 128.11 feet to a point in a curve; thence Westerly along a curve to the left having a radius of 302.55 feet, a central angle of 02°02'23", a chord bearing of South 62°42'48" West and a distance of 10.77 feet to a point; thence North 28°18'23" West a distance of 50.00 feet to a point; thence North 31°30'00" West a distance of 150.68 feet to a point; thence North 50°44'28" East a distance of 415.00 feet to a point; thence North 10°00'00" East a distance of 98.69 feet to a point; thence North 40°36'26" East a distance of 140.00 feet to a point; thence North 46°10'11" East a distance of 462.20 feet to a point in the Westerly right-of-way line of Cedar-Niles Boulevard as platted in Cedar Creek Village I Fourth Plat, said point being in a curve; thence Southerly along said right-of-way line and curve to the right having a radius of 220.00 feet, a central angle of 26°19'17", a chord bearing of South 01°20'21" East and a distance of 101.07 feet to a point; thence South 78°10'43" East along said Fourth Plat right-of-way line a distance of 60.00 feet to a point; thence South 11°49'17" West a distance of 86.34 feet to a point of curvature; thence Southerly along a curve to the left having a radius of 470.00 feet, a central angle of 62°37'17", a chord bearing of South 19°29'21" East and a distance of 513.69 feet to the Point of Beginning and containing 13.0710 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

12⁰⁰ 1994 APR 28 P 3:20.9

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
FOR CEDAR GLEN, SECOND PLAT

THIS SUPPLEMENTAL DECLARATION is made this 28th day of
April, 1994, by Cedar Creek Properties, Inc., a
Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4155, Page 243 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration.

Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the

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EXHIBIT "A"

Additional Property

Cedar Glen, Second Plat - Recorded in Book 85, Page 32 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the above-described Southeast One-Quarter; thence South $88^{\circ}10'14''$ West along the South line thereof a distance of 1071.00 feet to the Point of Beginning; thence continuing South $88^{\circ}10'14''$ West along said South line a distance of 44.00 feet to a point; thence North $67^{\circ}11'02''$ West a distance of 340.94 feet to a point; thence North $35^{\circ}40'00''$ West a distance of 308.00 feet to a point; thence North $52^{\circ}43'30''$ East a distance of 537.11 feet to a Point of Curvature; thence Northerly along a curve to the left having a radius of 75.00 feet, a central angle of $19^{\circ}40'23''$, a chord bearing of North $42^{\circ}53'18''$ East and an arc length of 25.75 feet to a point; thence North $33^{\circ}03'07''$ East a distance of 137.60 feet to a point; thence North $47^{\circ}25'49''$ East a distance of 141.41 feet to a point in a curve; thence Northerly along a curve to the right having a radius of 249.79 feet, a central angle of $03^{\circ}30'00''$, a chord bearing of North $12^{\circ}45'00''$ West and an arc length of 15.26 feet to a point; thence North $11^{\circ}00'00''$ West a distance of 50.00 feet to a Point of Curvature; thence Northerly along a curve to the right having a radius of 1242.65 feet, a central angle of $02^{\circ}21'09''$, a chord bearing of North $09^{\circ}49'26''$ West and an arc length of 51.02 feet to a point; thence North $08^{\circ}38'51''$ West a distance of 80.65 feet to a Point of Curvature; thence Northerly along a curve to the left having a radius of 380.24 feet, a central angle of $07^{\circ}03'37''$, a chord bearing of North $12^{\circ}10'40''$ West and an arc length of 46.86 feet to a point; thence North $15^{\circ}42'29''$ West a distance of 50.00 feet to a point; thence North $74^{\circ}17'31''$ East a distance of 50.00 feet to a point; thence South $15^{\circ}42'29''$ East a distance of 50.00 feet to a Point of Curvature; thence Southerly along a curve to the right having a radius of 430.24 feet, a central angle of $07^{\circ}03'37''$, a chord bearing of South $12^{\circ}10'40''$ East and an arc length of 53.02 feet to a point; thence South $08^{\circ}38'51''$ East a distance of 80.65 feet to a Point of Curvature; thence Southerly along a curve to the left having a radius of 1192.65 feet, a central angle of $02^{\circ}21'09''$, a chord bearing of South $09^{\circ}49'26''$ East and an arc length of 48.97 feet to a point; thence South $11^{\circ}00'00''$ East a distance of 50.00 feet to a point; thence North $79^{\circ}00'00''$ East a distance of 75.84 feet to a point in a curve; thence Easterly along a curve to the left having a radius of 150.00 feet, a central angle of $41^{\circ}00'59''$, a chord bearing of North $89^{\circ}00'30''$ East and an arc length of 107.38 feet to a point; thence North $68^{\circ}30'00''$ East a distance of 72.61 feet to a point; thence North $50^{\circ}44'28''$ East a distance of 260.85 feet to the Northwest corner of Cedar Glen First Plat, a subdivision of land in the said City of Olathe; thence South $31^{\circ}30'00''$ East along the West line of said subdivision a distance of 150.68 feet to a point; thence South $28^{\circ}18'23''$ East along the said West line a distance of 50.00 feet to a point in a curve; thence Easterly along the said West line of Cedar Glen First Plat on a curve to the right having a radius of 302.55 feet, a central angle of $02^{\circ}02'23''$, a chord bearing of North $62^{\circ}42'48''$ East and an arc length of 10.77 feet to a point; thence South $22^{\circ}10'22''$ East along the said West line of Cedar Glen First Plat a distance of 128.11 feet to a point; thence South $00^{\circ}29'04''$ West along the said West line of Cedar Glen First Plat a distance of 71.31 feet to the Southwest corner of said Cedar Glen First Plat; thence Easterly along the South line of said Cedar Glen First Plat, on a curve to the right having a radius of 240.62 feet, a central angle of $06^{\circ}09'53''$, a chord bearing of North $75^{\circ}49'56''$ East and an arc length of 25.89 feet to a point; thence South $11^{\circ}05'07''$ East a distance of 50.00 feet to a point; thence South $07^{\circ}55'35''$ East a distance of 130.42 feet to a point; thence South $70^{\circ}58'12''$ East a distance of 66.83 feet to a point; thence South $72^{\circ}00'00''$ West a distance of 114.37 feet to a point; thence South $40^{\circ}34'24''$ West a distance of 253.26 feet to a point; thence South $54^{\circ}32'08''$ West a distance of 164.78 feet to a point; thence South $80^{\circ}52'00''$ West a distance of 193.85 feet to a point; thence South $42^{\circ}25'13''$ West a distance of 133.40 feet to a point; thence South $45^{\circ}29'00''$ West a distance of 234.95 feet to the Point of Beginning, containing 18.7399 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

12⁰⁰

1994 APR 28 P 3:20.8

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN, SECOND PLAT

THIS SUPPLEMENTAL DECLARATION is made this 28th day of April, 1994, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Community recorded in Deed Book 3012, Page 59 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 3326, Page 299 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:

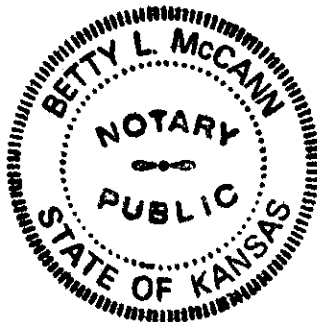
Charles T. Sunderland
Charles T. Sunderland, President

Attest: Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28th day of April, 1994, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen, Second Plat - Recorded in Book 85, Page 32 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the above-described Southeast One-Quarter; thence South $88^{\circ}10'14''$ West along the South line thereof a distance of 1071.00 feet to the Point of Beginning; thence continuing South $88^{\circ}10'14''$ West along said South line a distance of 44.00 feet to a point; thence North $67^{\circ}11'02''$ West a distance of 340.94 feet to a point; thence North $35^{\circ}40'00''$ West a distance of 308.00 feet to a point; thence North $52^{\circ}43'30''$ East a distance of 537.11 feet to a Point of Curvature; thence Northerly along a curve to the left having a radius of 75.00 feet, a central angle of $19^{\circ}40'23''$, a chord bearing of North $42^{\circ}53'18''$ East and an arc length of 25.75 feet to a point; thence North $33^{\circ}03'07''$ East a distance of 137.60 feet to a point; thence North $47^{\circ}25'49''$ East a distance of 141.41 feet to a point in a curve; thence Northerly along a curve to the right having a radius of 249.79 feet, a central angle of $03^{\circ}30'00''$, a chord bearing of North $12^{\circ}45'00''$ West and an arc length of 15.26 feet to a point; thence North $11^{\circ}00'00''$ West a distance of 50.00 feet to a Point of Curvature; thence Northerly along a curve to the right having a radius of 1242.65 feet, a central angle of $02^{\circ}21'09''$, a chord bearing of North $09^{\circ}49'26''$ West and an arc length of 51.02 feet to a point; thence North $08^{\circ}38'51''$ West a distance of 80.65 feet to a Point of Curvature; thence Northerly along a curve to the left having a radius of 380.24 feet, a central angle of $07^{\circ}03'37''$, a chord bearing of North $12^{\circ}10'40''$ West and an arc length of 46.86 feet to a point; thence North $15^{\circ}42'29''$ West a distance of 50.00 feet to a point; thence North $74^{\circ}17'31''$ East a distance of 50.00 feet to a point; thence South $15^{\circ}42'29''$ East a distance of 50.00 feet to a Point of Curvature; thence Southerly along a curve to the right having a radius of 430.24 feet, a central angle of $07^{\circ}03'37''$, a chord bearing of South $12^{\circ}10'40''$ East and an arc length of 53.02 feet to a point; thence South $08^{\circ}38'51''$ East a distance of 80.65 feet to a Point of Curvature; thence Southerly along a curve to the left having a radius of 1192.65 feet, a central angle of $02^{\circ}21'09''$, a chord bearing of South $09^{\circ}49'26''$ East and an arc length of 48.97 feet to a point; thence South $11^{\circ}00'00''$ East a distance of 50.00 feet to a point; thence North $79^{\circ}00'00''$ East a distance of 75.84 feet to a point in a curve; thence Easterly along a curve to the left having a radius of 150.00 feet, a central angle of $41^{\circ}00'59''$, a chord bearing of North $89^{\circ}00'30''$ East and an arc length of 107.38 feet to a point; thence North $68^{\circ}30'00''$ East a distance of 72.61 feet to a point; thence North $50^{\circ}44'28''$ East a distance of 260.85 feet to the Northwest corner of Cedar Glen First Plat, a subdivision of land in the said City of Olathe; thence South $31^{\circ}30'00''$ East along the West line of said subdivision a distance of 150.68 feet to a point; thence South $28^{\circ}18'23''$ East along the said West line a distance of 50.00 feet to a point in a curve; thence Easterly along the said West line of Cedar Glen First Plat on a curve to the right having a radius of 302.55 feet, a central angle of $02^{\circ}02'23''$, a chord bearing of North $62^{\circ}42'48''$ East and an arc length of 10.77 feet to a point; thence South $22^{\circ}10'22''$ East along the said West line of Cedar Glen First Plat a distance of 128.11 feet to a point; thence South $00^{\circ}29'04''$ West along the said West line of Cedar Glen First Plat a distance of 71.31 feet to the Southwest corner of said Cedar Glen First Plat; thence Easterly along the South line of said Cedar Glen First Plat, on a curve to the right having a radius of 240.62 feet, a central angle of $06^{\circ}09'53''$, a chord bearing of North $75^{\circ}49'56''$ East and an arc length of 25.89 feet to a point; thence South $11^{\circ}05'07''$ East a distance of 50.00 feet to a point; thence South $07^{\circ}55'35''$ East a distance of 130.42 feet to a point; thence South $70^{\circ}58'12''$ East a distance of 66.83 feet to a point; thence South $72^{\circ}00'00''$ West a distance of 114.37 feet to a point; thence South $40^{\circ}34'24''$ West a distance of 253.26 feet to a point; thence South $54^{\circ}32'08''$ West a distance of 164.78 feet to a point; thence South $80^{\circ}52'00''$ West a distance of 193.85 feet to a point; thence South $42^{\circ}25'13''$ West a distance of 133.40 feet to a point; thence South $45^{\circ}29'00''$ West a distance of 234.95 feet to the Point of Beginning, containing 18.7399 acres, more or less.

2437285

STATE OF KANSAS

COUNTY OF JOHNSON

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

12⁰⁰ 1994 OCT -7 P 1:52.7

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

FOR CEDAR GLEN, THIRD PLAT

THIS SUPPLEMENTAL DECLARATION is made this 6th day of October, 1994, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4155, Page 243 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration.

Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the

Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists.

However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

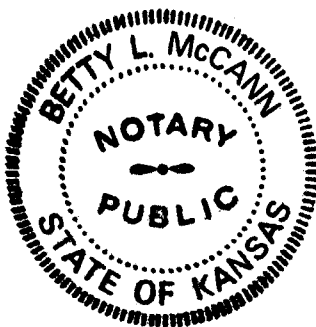
By: Charles T. Sunderland
Charles T. Sunderland, President

Attest: Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th day of October, 1994, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC
Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen, Third Plat - A Replat of All of Lots 64 through 72 of Cedar Glen - Second Plat, as platted in the Southeast One-Quarter of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, recorded in Book 88, Page 49 of the Public Records of Johnson County, Kansas.

Description

Commencing at the Southeast corner of the above described Southeast One-Quarter; thence South 88 degrees 10 minutes 14 seconds West along the South line thereof, a distance of 1071.00 feet to the most Southeasterly corner of Lot 60 of said Cedar Glen Second Plat; thence North 45 degrees 29 minutes 00 seconds East on the Southeasterly line of Lots 60, 61 and 62 of said subdivision a distance of 234.95 feet to the most Easterly corner of Lot 62 thereof; thence North 42 degrees 25 minutes 13 seconds East on the Southeasterly line of Lot 63 of said subdivision a distance of 78.00 feet to the most Easterly corner of Lot 63 thereof, said point also being the Point of Beginning of the herein described tract; thence North 45 degrees 48 minutes 27 seconds West on the Southwesterly line of Lot 64 of said subdivision a distance of 133.34 feet to the Northwesterly corner of said Lot 64; thence North 35 degrees 45 minutes 00 seconds East on the Northwest line of said Lot 64 a distance of 16.09 feet to a point of curvature; thence on the Northwesterly line of Lots 64 and 65 of said subdivision and on a curve to the right, having a radius of 184.43 feet, a central angle of 45 degrees 07 minutes 00 seconds, a distance of 145.23 feet and a chord bearing of North 58 degrees 18 minutes 30 seconds East to a point of tangency; thence North 80 degrees 52 minutes 00 seconds East on the Northwesterly line of said Lots 65 and 66 of said subdivision a distance of 89.00 feet to a point of curvature; thence on the Northwesterly line of Lots 66, 67, 68 and 69 of said subdivision and on a curve to the left, having a radius of 284.02 feet, a central angle of 42 degrees 13 minutes 12 seconds, a distance of 209.29 feet and a chord bearing of North 59 degrees 45 minutes 24 seconds East to a point of tangency; thence North 38 degrees 38 minutes 48 seconds East on the Northwesterly line of Lots 69, 70, 71 and 72 of said subdivision a distance of 231.00 feet to a point of curvature; thence on the Northwesterly line of said Lot 72 and on a curve to the right, having a radius of 190.62 feet, a central angle of 24 degrees 01 minutes 12 seconds, a distance of 79.91 feet and a chord bearing of North 50 degrees 39 minutes 24 seconds East to the North corner of said Lot 72; thence South 22 degrees 57 minutes 20 seconds East on the Northeasterly line of said Lot 72 a distance of 131.00 feet to the East corner thereof; thence South 30 degrees 07 minutes 17 seconds West on the Southeasterly line of said Lot 72 a distance of 55.44 feet to the South corner thereof; thence South 40 degrees 34 minutes 24 seconds West on the Southeasterly line of Lots 71, 70 and 69 of said subdivision a distance of 253.26 feet to the South corner of Lot 69 thereof; thence South 54 degrees 32 minutes 08 seconds West on the Southeasterly line of Lots 68 and 67 of said subdivision, a distance of 164.78 feet to a point; thence South 80 degrees 52 minutes 00 seconds West on the Southeasterly line of Lots 67, 66 and 65 of said subdivision a distance of 193.85 feet to the South corner of Lot 65 thereof; thence South 42 degrees 25 minutes 13 seconds West on the Southeasterly line of said Lot 64 of said Cedar Glen Second Plat a distance of 55.40 feet to the Point of Beginning, and containing 2.3344 acres, more or less.

2437286

STATE OF KANSAS

COUNTY OF JOHNSON

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

1200 1994 OCT -7 P 1:53.2

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN, THIRD PLAT

THIS SUPPLEMENTAL DECLARATION is made this 6th day of October, 1994, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Community recorded in Deed Book 3012, Page 59 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 3326, Page 299 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:

Charles T. Sunderland
Charles T. Sunderland, President

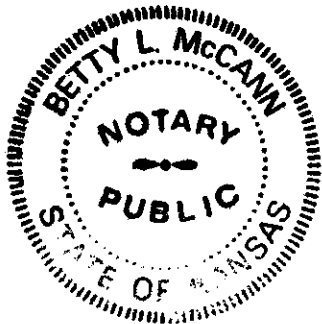
Attest:

Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th day of October, 1994, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen, Third Plat - A Replat of All of Lots 64 through 72 of Cedar Glen - Second Plat, as platted in the Southeast One-Quarter of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, recorded in Book 88, Page 49 of the Public Records of Johnson County, Kansas.

Description

Commencing at the Southeast corner of the above described Southeast One-Quarter; thence South 88 degrees 10 minutes 14 seconds West along the South line thereof, a distance of 1071.00 feet to the most Southeasterly corner of Lot 60 of said Cedar Glen Second Plat; thence North 45 degrees 29 minutes 00 seconds East on the Southeasterly line of Lots 60, 61 and 62 of said subdivision a distance of 234.95 feet to the most Easterly corner of Lot 62 thereof; thence North 42 degrees 25 minutes 13 seconds East on the Southeasterly line of Lot 63 of said subdivision a distance of 78.00 feet to the most Easterly corner of Lot 63 thereof, said point also being the Point of Beginning of the herein described tract; thence North 45 degrees 48 minutes 27 seconds West on the Southwesterly line of Lot 64 of said subdivision a distance of 133.34 feet to the Northwesterly corner of said Lot 64; thence North 35 degrees 45 minutes 00 seconds East on the Northwest line of said Lot 64 a distance of 16.09 feet to a point of curvature; thence on the Northwesterly line of Lots 64 and 65 of said subdivision and on a curve to the right, having a radius of 184.43 feet, a central angle of 45 degrees 07 minutes 00 seconds, a distance of 145.23 feet and a chord bearing of North 58 degrees 18 minutes 30 seconds East to a point of tangency; thence North 80 degrees 52 minutes 00 seconds East on the Northwesterly line of said Lots 65 and 66 of said subdivision a distance of 89.00 feet to a point of curvature; thence on the Northwesterly line of Lots 66, 67, 68 and 69 of said subdivision and on a curve to the left, having a radius of 284.02 feet, a central angle of 42 degrees 13 minutes 12 seconds, a distance of 209.29 feet and a chord bearing of North 59 degrees 45 minutes 24 seconds East to a point of tangency; thence North 38 degrees 38 minutes 48 seconds East on the Northwesterly line of Lots 69, 70, 71 and 72 of said subdivision a distance of 231.00 feet to a point of curvature; thence on the Northwesterly line of said Lot 72 and on a curve to the right, having a radius of 190.62 feet, a central angle of 24 degrees 01 minutes 12 seconds, a distance of 79.91 feet and a chord bearing of North 50 degrees 39 minutes 24 seconds East to the North corner of said Lot 72; thence South 22 degrees 57 minutes 20 seconds East on the Northeasterly line of said Lot 72 a distance of 131.00 feet to the East corner thereof; thence South 30 degrees 07 minutes 17 seconds West on the Southeasterly line of said Lot 72 a distance of 55.44 feet to the South corner thereof; thence South 40 degrees 34 minutes 24 seconds West on the Southeasterly line of Lots 71, 70 and 69 of said subdivision a distance of 253.26 feet to the South corner of Lot 69 thereof; thence South 54 degrees 32 minutes 08 seconds West on the Southeasterly line of Lots 68 and 67 of said subdivision, a distance of 164.78 feet to a point; thence South 80 degrees 52 minutes 00 seconds West on the Southeasterly line of Lots 67, 66 and 65 of said subdivision a distance of 193.85 feet to the South corner of Lot 65 thereof; thence South 42 degrees 25 minutes 13 seconds West on the Southeasterly line of said Lot 64 of said Cedar Glen Second Plat a distance of 55.40 feet to the Point of Beginning, and containing 2.3344 acres, more or less.

STATE OF KANSAS
COUNTY OF JOHNSON

14⁰⁰ 96 JUL -5 A 11:02.2
SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
FOR CEDAR GLEN - FOURTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4155, Page 243 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4495, Page 260 of the public records of Johnson County, Kansas, and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4539, Page 873 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A"

or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.


IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:


Charles T. Sunderland, President

Attest:

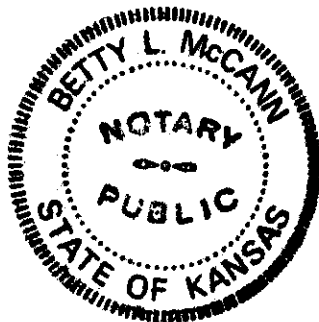

Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen - Fourth Plat - Recorded in Book 93, Page 41 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7-13-23 and the Southwest One-Quarter of Section 8-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South $87^{\circ}45'51''$ West on the South line thereof a distance of 1554.16 feet to a point; thence North $02^{\circ}14'09''$ West a distance of 396.50 feet to the Point of Beginning; thence South $58^{\circ}02'00''$ West a distance of 60.00 feet to a point of curvature; thence Westerly on a curve to the right having a radius of 257.29 feet, a central angle of $58^{\circ}28'00''$ and a length of 262.55 feet to a point; thence North $63^{\circ}30'00''$ West a distance of 179.50 feet to a point of curvature; thence Northwesterly on a curve to the left having a radius of 677.85 feet, a central angle of $13^{\circ}52'18''$ and a length of 164.11 feet to a point of compound curvature; thence Westerly on a curve to the left having a radius of 175.36 feet, a central angle of $34^{\circ}20'11''$ and a length of 105.09 feet to a point; thence North $21^{\circ}42'29''$ West a distance of 247.76 feet to a point; thence South $56^{\circ}15'34''$ West a distance of 136.77 feet to a point; thence South $60^{\circ}44'00''$ West a distance of 209.20 feet to a point; thence North $87^{\circ}28'38''$ West a distance of 198.47 feet to a point, said point being the most Easterly corner of Tract "75" in Cedar Glen Second Plat; thence North $70^{\circ}58'12''$ West on the East line of said Tract "75" a distance of 66.83 feet to a point; thence North $07^{\circ}55'35''$ West on the said East line of said Tract "75" a distance of 130.42 feet to the Northeast corner thereof; thence North $11^{\circ}05'07''$ West on the East line of said Cedar Glen Second Plat a distance of 50.00 feet to a point in a curve, said point being on the South line of Tract "70" in Cedar Glen First Plat; thence Easterly on the South line of said Cedar Glen First Plat on a curve to the right having a radius of 240.62 feet, a central angle of $19^{\circ}56'07''$ and a length of 83.72 feet to a point; thence South $81^{\circ}09'00''$ East on the said South line a distance of 104.43 feet to a point of curvature; thence Northeasterly on the said South line, on a curve to the left having a radius of 214.53 feet, a central angle of $51^{\circ}45'42''$ and a length of 193.81 feet to a point; thence North $47^{\circ}05'18''$ East on the said South line a distance of 136.47 feet to a point of curvature; thence Northeasterly on the said South line, on a curve to the right having a radius of 225.00 feet, a central angle of $44^{\circ}32'39''$ and a length of 174.93 feet to a point; thence North $01^{\circ}37'58''$ East on the said South line a distance of 94.30 feet to a point; thence North $39^{\circ}12'00''$ East on the said South line of Cedar Glen First Plat a distance of 248.00 feet to a point in a curve; thence Southeasterly on a curve to the left having a radius of 470.00 feet, a central angle of $12^{\circ}23'03''$ and a length of 101.59 feet to a point; thence South $63^{\circ}11'03''$ East a distance of 163.59 feet to a point of curvature; thence Southeasterly on a curve to the right having a radius of 530.00 feet, a central angle of $53^{\circ}35'33''$ and a length of 495.74 feet to a point; thence South $09^{\circ}35'30''$ East a distance of 119.80 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 470.00 feet, a central angle of $22^{\circ}22'30''$, and a length of 183.54 feet to a point; thence South $31^{\circ}58'00''$ East a distance of 25.00 feet to the Point of Beginning and containing 13.3339 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

12⁰⁰ 96 JUL -5 A11:01.3

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN - FOURTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Community recorded in Volume 3012, Page 59 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 3326, Page 299 of the public records of Johnson County, Kansas and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 4495, Page 254 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives,

successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By: Charles T. Sunderland
Charles T. Sunderland, President

Attest: Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

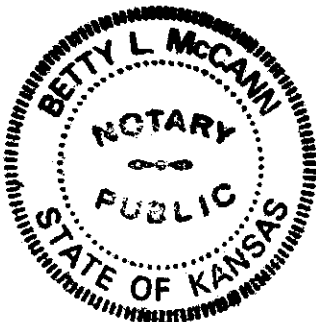


EXHIBIT "A"

Additional Property

Cedar Glen - Fourth Plat - Recorded in Book 93, Page 41 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7-13-23 and the Southwest One-Quarter of Section 8-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South 87°45'51" West on the South line thereof a distance of 1554.16 feet to a point; thence North 02°14'09" West a distance of 396.50 feet to the Point of Beginning; thence South 58°02'00" West a distance of 60.00 feet to a point of curvature; thence Westerly on a curve to the right having a radius of 257.29 feet, a central angle of 58°28'00" and a length of 262.55 feet to a point; thence North 63°30'00" West a distance of 179.50 feet to a point of curvature; thence Northwesterly on a curve to the left having a radius of 677.85 feet, a central angle of 13°52'18" and a length of 164.11 feet to a point of compound curvature; thence Westerly on a curve to the left having a radius of 175.36 feet, a central angle of 34°20'11" and a length of 105.09 feet to a point; thence North 21°42'29" West a distance of 247.76 feet to a point; thence South 56°15'34" West a distance of 136.77 feet to a point; thence South 60°44'00" West a distance of 209.20 feet to a point; thence North 87°28'38" West a distance of 198.47 feet to a point, said point being the most Easterly corner of Tract "75" in Cedar Glen Second Plat; thence North 70°58'12" West on the East line of said Tract "75" a distance of 66.83 feet to a point; thence North 07°55'35" West on the said East line of said Tract "75" a distance of 130.42 feet to the Northeast corner thereof; thence North 11°05'07" West on the East line of said Cedar Glen Second Plat a distance of 50.00 feet to a point in a curve, said point being on the South line of Tract "70" in Cedar Glen First Plat; thence Easterly on the South line of said Cedar Glen First Plat on a curve to the right having a radius of 240.62 feet, a central angle of 19°56'07" and a length of 83.72 feet to a point; thence South 81°09'00" East on the said South line a distance of 104.43 feet to a point of curvature; thence Northeasterly on the said South line, on a curve to the left having a radius of 214.53 feet, a central angle of 51°45'42" and a length of 193.81 feet to a point; thence North 47°05'18" East on the said South line a distance of 136.47 feet to a point of curvature; thence Northeasterly on the said South line, on a curve to the right having a radius of 225.00 feet, a central angle of 44°32'39" and a length of 174.93 feet to a point; thence North 01°37'58" East on the said South line a distance of 94.30 feet to a point; thence North 39°12'00" East on the said South line of Cedar Glen First Plat a distance of 248.00 feet to a point in a curve; thence Southeasterly on a curve to the left having a radius of 470.00 feet, a central angle of 12°23'03" and a length of 101.59 feet to a point; thence South 63°11'03" East a distance of 163.59 feet to a point of curvature; thence Southeasterly on a curve to the right having a radius of 530.00 feet, a central angle of 53°35'33" and a length of 495.74 feet to a point; thence South 09°35'30" East a distance of 119.80 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 470.00 feet, a central angle of 22°22'30", and a length of 183.54 feet to a point; thence South 31°58'00" East a distance of 25.00 feet to the Point of Beginning and containing 13.3339 acres, more or less.

2613271 ✓

STATE OF KANSAS
COUNTY OF JOHNSON

This Instrument filed by
Security Land Title Company

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

1800 96 JUL -5 A 11:03.8

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS SARA F. ULLMANN
REGISTER OF DEEDS

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR CEDAR GLEN - FIFTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of
June, 1996, by Cedar Creek Properties, Inc., a Kansas
corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4155, Page 243 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4495, Page 260 of the public records of Johnson County, Kansas, and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4539, Page 873 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28, and Article VIII, Section 1, of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1, of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Additional Restrictions, Reservations and Covenants

2.1 The Declarant believes that it is in the best interests of the Cedar Creek Community, the Neighborhood within which the Additional Property lies, and each Owner of each Unit of the Additional Property identified within this Article II that the Association assume the responsibility for maintaining, repairing and replacing the individual grinder pumps, pressurized discharge lines and service connections ("Grinder Pump Systems") if actually installed within Units owned by the Owners of each of the following Units within the Additional Property: Lots 114, 115, 116, 121, 122, 123, 124, 125, 126, 127 and 128, Cedar Glen, Fifth Plat (the "Grinder Pump Lots"). However, ejector pumps and other non-grinder type installations and associated discharge lines and service connections shall be the sole responsibility of any Owner of any of the foregoing Grinder Pump Lots.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Grinder Pump Lots to the Additional Restrictions, Reservations and Covenants described in this Article II.

2.2 Neighborhood and Individual Easements. Perpetual easements are hereby by the Declarant reserved for itself and for the Association, their agents, employees, successors, and assigns over, across, upon and under each of the Grinder Pump Lots

containing Grinder Pump Systems located within the Additional Property to permit the performance of such work and services described in Paragraph 2.1 of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by the Association or its designee.

2.3 Neighborhood Covenants. Each Owner of the Additional Property described herein who acquires title to any portion of the Grinder Pump Lots containing Grinder Pump Systems shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the Additional Property that no maintenance, repair or replacement of any of the grinder pumps, pressurized discharge lines or service connections shall be undertaken by any party other than the Association except that such work may be performed by any Owner of a Unit or said Owner's agents or subcontractors but only if such work is performed:

(i) at the sole cost and expense of such Owner; and

(ii) with the consent of the Association and in strict accordance with the authorization, specifications and conditions (if any) imposed by said Association; and

Each Owner of any portion of the Grinder Pump Lots shall be taken to hold, further agree and covenant with the Association and every other Owner of any portion of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Grinder Pump Lots who violates such provision, being liable to the Association and each and every other Owner of the Additional Property for all expenses incurred (including, to the extent permitted by law, attorneys' fees) in removing or replacing any articles or materials improperly placed upon the Unit or the Additional Property by the offending Owner and placing such Unit or Additional Property in the condition it was in prior to any such violation.

2.4 Other Services. All other services and all other repairs, maintenance, restoration and replacement as required pursuant to the terms of the Declaration respecting the Additional Property and all improvements and appurtenances thereunto belonging shall be the sole responsibility of the Owners of said Additional Property.

2.5 Neighborhood Assessments and Expenses. Neighborhood expenses incurred in performing those services described in this Article II shall be divided equally among only those units described herein as the Grinder Pump Lots (i.e., Lots 114, 115, 116, 121, 122, 123, 124, 125, 126, 127 and 128, Cedar Glen, Fifth Plat) which contain Grinder Pump Systems.

2.6 Neighborhood Budgeting. Each year, the Neighborhood Committee (or the Neighborhood Association, if one is formed and then exists) shall prepare a proposed budget for the expenses necessary to perform the work and the services herein described in this Article II, as well as other work or services deemed necessary or desirable by said Committee.

Such budget, as proposed by the Committee, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association to be at least adequate to meet the Community-Wide Standard, as it from time to time exists. If the Association determines such standard is met by the proposed budget, the Association shall approve such budget and the expenses described in said budget shall become Neighborhood Expenses and shall be assessed as Neighborhood Assessments against Owners of the Grinder Pump Lots with Grinder Pump Systems as provided in Paragraph 2.5 of Article II hereof.

Any budget submitted by the Committee may contemplate a higher level of service than that specified by the Community-Wide Standard and may contain proposed contracts with recommended contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines said budget meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard; and may execute any contract proposed with any contractor so long as the Association determines the proposed contract:

- (1) contemplates a level of service equal to or greater than the Community-Wide Standard;
- (2) requires the contractor to have liability insurance in the same amount as the contractor that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and
- (3) otherwise conforms to the Association's general requirements for terms and conditions in the Association's contracts with other contractors.

In any year within which the Committee fails to timely submit its proposed budget, the Association shall prepare the budget for the Neighborhood, shall approve the expenses therein described as Neighborhood Expenses and shall assess said expenses as Neighborhood Assessments against the Owners of the Grinder Pump Lots within the Neighborhood within which the Additional Property is a part, subject to the written provisions of Article II, Paragraphs 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" members, so long as such membership exists.

However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:

Charles T. Sunderland
Charles T. Sunderland, President

Attest:

Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

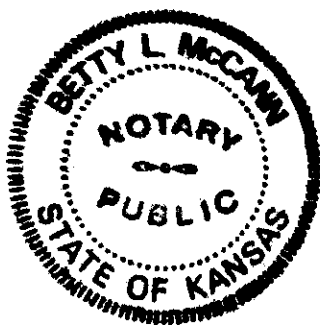


EXHIBIT "A"

Additional Property

Cedar Glen - Fifth Plat - Recorded in Book 95, Page 2 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7-13-23, the Southwest One-Quarter of Section 8-13-23 and the Northeast One-Quarter of Section 18-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South 87°45'51" West on the South line thereof a distance of 1505.25 feet to a point, said point being the Point of Beginning; thence South 87°45'51" West on said South line a distance of 60.64 feet to a point; thence North 06°04'18" East a distance of 25.27 feet to a point; thence South 87°45'51" West on a line 25.00 feet North of and parallel to the said South line of the Southwest One-Quarter of Section 8 a distance of 918.60 feet to a point; thence North 40°21'00" West a distance of 49.20 feet to a point in a curve; thence Southwesterly on a curve to the right having a radius of 258.58 feet, a chord bearing of South 66°49'15" West, a central angle of 34°20'30" and a length of 154.99 feet to a point; thence South 83°59'30" West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01" a chord bearing of South 68°17'30" West and a length of 115.87 feet to a point; thence North 37°24'31" West a distance of 50.00 feet to a point; thence North 50°36'51" West a distance of 150.47 feet to a point; thence South 73°36'09" West a distance of 303.95 feet to a point; thence South 88°10'14" West on a line 30 feet North of and parallel to the South line of the Southeast One-Quarter of said Section 7 a distance of 453.48 feet to a point in the Southeasterly line of Cedar Glen Second Plat; thence North 45°29'00" East on the said Southeasterly line a distance of 190.70 feet to a point; thence North 42°25'13" East on the said Southeasterly line of Cedar Glen Second Plat and on the Southeasterly line of Cedar Glen Third Plat a distance of 133.40 feet to a point; thence North 80°52'00" East on the said Southeasterly line of Cedar Glen Third Plat a distance of 193.85 feet to a point; thence North 54°32'08" East on the said Southeasterly line a distance of 164.78 feet to a point; thence North 40°34'24" East on the said Southeasterly line a distance of 253.26 feet to a point; thence North 72°00'00" East on the Southerly line of Tract "75" of Cedar Glen Second Plat a distance of 114.37 feet to a point; thence South 87°28'38" East a distance of 198.47 feet to a point; thence North 60°44'00" East a distance of 209.20 feet to a point; thence North 56°15'34" East a distance of 136.77 feet to a point; thence South 21°42'29" East a distance of 247.76 feet to a point in a curve; thence Easterly on a curve to the right having a radius of 175.36 feet, a chord bearing of North 85°27'37" East, a central angle of 34°20'11" and a length of 105.09 feet to a point of compound curvature; thence Southeasterly on a curve to the right having a radius of 677.85 feet, a central angle of 13°52'18" and a length of 164.11 feet to a point; thence South 63°30'00" East a distance of 179.50 feet to a point of curvature; thence Easterly on a curve to the left having a radius of 257.29 feet, a central angle of 58°28'00" and a length of 262.55 feet to a point; thence North 58°02'00" East a distance of 60.00 feet to a point; thence South 31°58'00" East a distance of 75.00 feet to a point of curvature; thence Southerly on a curve to the right having a radius of 280.00 feet, a central angle of 38°02'18" and a length of 185.89 feet to a point; thence South 06°04'18" West a distance of 153.67 feet to the Point of Beginning and containing 20.4013 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

1200 96 JUL -5 11:03.5

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN - FIFTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Community recorded in Volume 3012, Page 59 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 3326, Page 299 of the public records of Johnson County, Kansas and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community recorded in Volume 4495, Page 254 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives,

successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:

Charles T. Sunderland
Charles T. Sunderland, President

Attest:

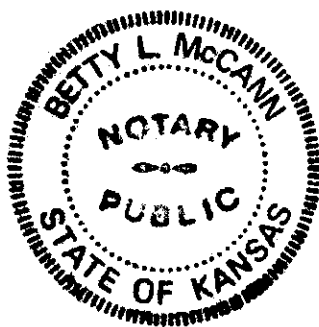
Gary L. Church
Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen - Fifth Plat - Recorded in Book 95, Page 2 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7-13-23, the Southwest One-Quarter of Section 8-13-23 and the Northeast One-Quarter of Section 18-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South 87°45'51" West on the South line thereof a distance of 1505.25 feet to a point, said point being the Point of Beginning; thence South 87°45'51" West on said South line a distance of 60.64 feet to a point; thence North 06°04'18" East a distance of 25.27 feet to a point; thence South 87°45'51" West on a line 25.00 feet North of and parallel to the said South line of the Southwest One-Quarter of Section 8 a distance of 918.60 feet to a point; thence North 40°21'00" West a distance of 49.20 feet to a point in a curve; thence Southwesterly on a curve to the right having a radius of 258.58 feet, a chord bearing of South 66°49'15" West, a central angle of 34°20'30" and a length of 154.99 feet to a point; thence South 83°59'30" West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01" a chord bearing of South 68°17'30" West and a length of 115.87 feet to a point; thence North 37°24'31" West a distance of 50.00 feet to a point; thence North 50°36'51" West a distance of 150.47 feet to a point; thence South 73°36'09" West a distance of 303.95 feet to a point; thence South 88°10'14" West on a line 30 feet North of and parallel to the South line of the Southeast One-Quarter of said Section 7 a distance of 453.48 feet to a point in the Southeasterly line of Cedar Glen Second Plat; thence North 45°29'00" East on the said Southeasterly line a distance of 190.70 feet to a point; thence North 42°25'13" East on the said Southeasterly line of Cedar Glen Second Plat and on the Southeasterly line of Cedar Glen Third Plat a distance of 133.40 feet to a point; thence North 80°52'00" East on the said Southeasterly line of Cedar Glen Third Plat a distance of 193.85 feet to a point; thence North 54°32'08" East on the said Southeasterly line a distance of 164.78 feet to a point; thence North 40°34'24" East on the said Southeasterly line a distance of 253.26 feet to a point; thence North 72°00'00" East on the Southerly line of Tract "75" of Cedar Glen Second Plat a distance of 114.37 feet to a point; thence South 87°28'38" East a distance of 198.47 feet to a point; thence North 60°44'00" East a distance of 209.20 feet to a point; thence North 56°15'34" East a distance of 136.77 feet to a point; thence South 21°42'29" East a distance of 247.76 feet to a point in a curve; thence Easterly on a curve to the right having a radius of 175.36 feet, a chord bearing of North 85°27'37" East, a central angle of 34°20'11" and a length of 105.09 feet to a point of compound curvature; thence Southeasterly on a curve to the right having a radius of 677.85 feet, a central angle of 13°52'18" and a length of 164.11 feet to a point; thence South 63°30'00" East a distance of 179.50 feet to a point of curvature; thence Easterly on a curve to the left having a radius of 257.29 feet, a central angle of 58°28'00" and a length of 262.55 feet to a point; thence North 58°02'00" East a distance of 60.00 feet to a point; thence South 31°58'00" East a distance of 75.00 feet to a point of curvature; thence Southerly on a curve to the right having a radius of 280.00 feet, a central angle of 38°02'18" and a length of 185.89 feet to a point; thence South 06°04'18" West a distance of 153.67 feet to the Point of Beginning and containing 20.4013 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

1200 96 JUL -5 A 11:03.5

SARA FULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN - FIFTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

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WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

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successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

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Amendments

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If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By: *Charles T. Sunderland*
Charles T. Sunderland, President

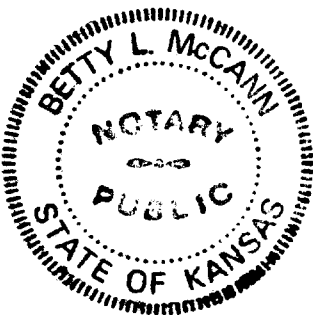
Attest: *Gary L. Church*
Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Glen - Fifth Plat - Recorded in Book 95, Page 2 of the Public Records of Johnson County, Kansas.

Description

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Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South 87°45'51" West on the South line thereof a distance of 1505.25 feet to a point, said point being the Point of Beginning; thence South 87°45'51" West on said South line a distance of 60.64 feet to a point; thence North 06°04'18" East a distance of 25.27 feet to a point; thence South 87°45'51" West on a line 25.00 feet North of and parallel to the said South line of the Southwest One-Quarter of Section 8 a distance of 918.60 feet to a point; thence North 40°21'00" West a distance of 49.20 feet to a point in a curve; thence Southwesterly on a curve to the right having a radius of 258.58 feet, a chord bearing of South 66°49'15" West, a central angle of 34°20'30" and a length of 154.99 feet to a point; thence South 83°59'30" West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01" a chord bearing of South 68°17'30" West and a length of 115.87 feet to a point; thence North 37°24'31" West a distance of 50.00 feet to a point; thence North 50°36'51" West a distance of 150.47 feet to a point; thence South 73°36'09" West a distance of 303.95 feet to a point; thence South 88°10'14" West on a line 30 feet North of and parallel to the South line of the Southeast One-Quarter of said Section 7 a distance of 453.48 feet to a point in the Southeasterly line of Cedar Glen Second Plat; thence North 45°29'00" East on the said Southeasterly line a distance of 190.70 feet to a point; thence North 42°25'13" East on the said Southeasterly line of Cedar Glen Second Plat and on the Southeasterly line of Cedar Glen Third Plat a distance of 133.40 feet to a point; thence North 80°52'00" East on the said Southeasterly line of Cedar Glen Third Plat a distance of 193.85 feet to a point; thence North 54°32'08" East on the said Southeasterly line a distance of 164.78 feet to a point; thence North 40°34'24" East on the said Southeasterly line a distance of 253.26 feet to a point; thence North 72°00'00" East on the Southerly line of Tract "75" of Cedar Glen Second Plat a distance of 114.37 feet to a point; thence South 87°28'38" East a distance of 198.47 feet to a point; thence North 60°44'00" East a distance of 209.20 feet to a point; thence North 56°15'34" East a distance of 136.77 feet to a point; thence South 21°42'29" East a distance of 247.76 feet to a point in a curve; thence Easterly on a curve to the right having a radius of 175.36 feet, a chord bearing of North 85°27'37" East, a central angle of 34°20'11" and a length of 105.09 feet to a point of compound curvature; thence Southeasterly on a curve to the right having a radius of 677.85 feet, a central angle of 13°52'18" and a length of 164.11 feet to a point; thence South 63°30'00" East a distance of 179.50 feet to a point of curvature; thence Easterly on a curve to the left having a radius of 257.29 feet, a central angle of 58°28'00" and a length of 262.55 feet to a point; thence North 58°02'00" East a distance of 60.00 feet to a point; thence South 31°58'00" East a distance of 75.00 feet to a point of curvature; thence Southerly on a curve to the right having a radius of 280.00 feet, a central angle of 38°02'18" and a length of 185.89 feet to a point; thence South 06°04'18" West a distance of 153.67 feet to the Point of Beginning and containing 20.4013 acres, more or less.

2613271✓

STATE OF KANSAS
COUNTY OF JOHNSON

This Instrument filed by
Security Land Title Company

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

1800
96 JUL -5 A 11:03.8

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I
WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR CEDAR GLEN - FIFTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas, as amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3326, Page 311 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 3449, Page 394 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4155, Page 243 of the public records of Johnson County, Kansas, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4495, Page 260 of the public records of Johnson County, Kansas, and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4539, Page 873 of the public records of Johnson County, Kansas (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28, and Article VIII, Section 1, of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1, of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Additional Restrictions, Reservations and Covenants

2.1 The Declarant believes that it is in the best interests of the Cedar Creek Community, the Neighborhood within which the Additional Property lies, and each Owner of each Unit of the Additional Property identified within this Article II that the Association assume the responsibility for maintaining, repairing and replacing the individual grinder pumps, pressurized discharge lines and service connections ("Grinder Pump Systems") if actually installed within Units owned by the Owners of each of the following Units within the Additional Property: Lots 114, 115, 116, 121, 122, 123, 124, 125, 126, 127 and 128, Cedar Glen, Fifth Plat (the "Grinder Pump Lots"). However, ejector pumps and other non-grinder type installations and associated discharge lines and service connections shall be the sole responsibility of any Owner of any of the foregoing Grinder Pump Lots.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Grinder Pump Lots to the Additional Restrictions, Reservations and Covenants described in this Article II.

2.2 Neighborhood and Individual Easements. Perpetual easements are hereby by the Declarant reserved for itself and for the Association, their agents, employees, successors, and assigns over, across, upon and under each of the Grinder Pump Lots

containing Grinder Pump Systems located within the Additional Property to permit the performance of such work and services described in Paragraph 2.1 of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by the Association or its designee.

2.3 Neighborhood Covenants. Each Owner of the Additional Property described herein who acquires title to any portion of the Grinder Pump Lots containing Grinder Pump Systems shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the Additional Property that no maintenance, repair or replacement of any of the grinder pumps, pressurized discharge lines or service connections shall be undertaken by any party other than the Association except that such work may be performed by any Owner of a Unit or said Owner's agents or subcontractors but only if such work is performed:

(i) at the sole cost and expense of such Owner; and

(ii) with the consent of the Association and in strict accordance with the authorization, specifications and conditions (if any) imposed by said Association; and

Each Owner of any portion of the Grinder Pump Lots shall be taken to hold, further agree and covenant with the Association and every other Owner of any portion of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Grinder Pump Lots who violates such provision, being liable to the Association and each and every other Owner of the Additional Property for all expenses incurred (including, to the extent permitted by law, attorneys' fees) in removing or replacing any articles or materials improperly placed upon the Unit or the Additional Property by the offending Owner and placing such Unit or Additional Property in the condition it was in prior to any such violation.

2.4 Other Services. All other services and all other repairs, maintenance, restoration and replacement as required pursuant to the terms of the Declaration respecting the Additional Property and all improvements and appurtenances thereunto belonging shall be the sole responsibility of the Owners of said Additional Property.

2.5 Neighborhood Assessments and Expenses. Neighborhood expenses incurred in performing those services described in this Article II shall be divided equally among only those units described herein as the Grinder Pump Lots (i.e., Lots 114, 115, 116, 121, 122, 123, 124, 125, 126, 127 and 128, Cedar Glen, Fifth Plat) which contain Grinder Pump Systems.

2.6 Neighborhood Budgeting. Each year, the Neighborhood Committee (or the Neighborhood Association, if one is formed and then exists) shall prepare a proposed budget for the expenses necessary to perform the work and the services herein described in this Article II, as well as other work or services deemed necessary or desirable by said Committee.

Such budget, as proposed by the Committee, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association to be at least adequate to meet the Community-Wide Standard, as it from time to time exists. If the Association determines such standard is met by the proposed budget, the Association shall approve such budget and the expenses described in said budget shall become Neighborhood Expenses and shall be assessed as Neighborhood Assessments against Owners of the Grinder Pump Lots with Grinder Pump Systems as provided in Paragraph 2.5 of Article II hereof.

Any budget submitted by the Committee may contemplate a higher level of service than that specified by the Community-Wide Standard and may contain proposed contracts with recommended contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines said budget meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard; and may execute any contract proposed with any contractor so long as the Association determines the proposed contract:

(1) contemplates a level of service equal to or greater than the Community-Wide Standard;

(2) requires the contractor to have liability insurance in the same amount as the contractor that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

(3) otherwise conforms to the Association's general requirements for terms and conditions in the Association's contracts with other contractors.

In any year within which the Committee fails to timely submit its proposed budget, the Association shall prepare the budget for the Neighborhood, shall approve the expenses therein described as Neighborhood Expenses and shall assess said expenses as Neighborhood Assessments against the Owners of the Grinder Pump Lots within the Neighborhood within which the Additional Property is a part, subject to the written provisions of Article II, Paragraphs 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" members, so long as such membership exists.

However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By: *Charles T. Sunderland*
Charles T. Sunderland, President

Attest: *Gary L. Church*
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

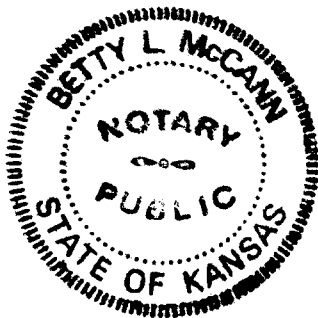


EXHIBIT "A"

Additional Property

Cedar Glen - Fifth Plat - Recorded in Book 95, Page 2 of the Public Records of Johnson County, Kansas.

Description

Parts of the Southeast One-Quarter of Section 7-13-23, the Southwest One-Quarter of Section 8-13-23 and the Northeast One-Quarter of Section 18-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest One-Quarter of said Section 8; thence South 87°45'51" West on the South line thereof a distance of 1505.25 feet to a point, said point being the Point of Beginning; thence South 87°45'51" West on said South line a distance of 60.64 feet to a point; thence North 06°04'18" East a distance of 25.27 feet to a point; thence South 87°45'51" West on a line 25.00 feet North of and parallel to the said South line of the Southwest One-Quarter of Section 8 a distance of 918.60 feet to a point; thence North 40°21'00" West a distance of 49.20 feet to a point in a curve; thence Southwesterly on a curve to the right having a radius of 258.58 feet, a chord bearing of South 66°49'15" West, a central angle of 34°20'30" and a length of 154.99 feet to a point; thence South 83°59'30" West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01" a chord bearing of South 68°17'30" West and a length of 115.87 feet to a point; thence North 37°24'31" West a distance of 50.00 feet to a point; thence North 50°36'51" West a distance of 150.47 feet to a point; thence South 73°36'09" West a distance of 303.95 feet to a point; thence South 88°10'14" West on a line 30 feet North of and parallel to the South line of the Southeast One-Quarter of said Section 7 a distance of 453.48 feet to a point in the Southeasterly line of Cedar Glen Second Plat; thence North 45°29'00" East on the said Southeasterly line a distance of 190.70 feet to a point; thence North 42°25'13" East on the said Southeasterly line of Cedar Glen Second Plat and on the Southeasterly line of Cedar Glen Third Plat a distance of 133.40 feet to a point; thence North 80°52'00" East on the said Southeasterly line of Cedar Glen Third Plat a distance of 193.85 feet to a point; thence North 54°32'08" East on the said Southeasterly line a distance of 164.78 feet to a point; thence North 40°34'24" East on the said Southeasterly line a distance of 253.26 feet to a point; thence North 72°00'00" East on the Southerly line of Tract "75" of Cedar Glen Second Plat a distance of 114.37 feet to a point; thence South 87°28'38" East a distance of 198.47 feet to a point; thence North 60°44'00" East a distance of 209.20 feet to a point; thence North 56°15'34" East a distance of 136.77 feet to a point; thence South 21°42'29" East a distance of 247.76 feet to a point in a curve; thence Easterly on a curve to the right having a radius of 175.36 feet, a chord bearing of North 85°27'37" East, a central angle of 34°20'11" and a length of 105.09 feet to a point of compound curvature; thence Southeasterly on a curve to the right having a radius of 677.85 feet, a central angle of 13°52'18" and a length of 164.11 feet to a point; thence South 63°30'00" East a distance of 179.50 feet to a point of curvature; thence Easterly on a curve to the left having a radius of 257.29 feet, a central angle of 58°28'00" and a length of 262.55 feet to a point; thence North 58°02'00" East a distance of 60.00 feet to a point; thence South 31°58'00" East a distance of 75.00 feet to a point of curvature; thence Southerly on a curve to the right having a radius of 280.00 feet, a central angle of 38°02'18" and a length of 185.89 feet to a point; thence South 06°04'18" West a distance of 153.67 feet to the Point of Beginning and containing 20.4013 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

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

1200
1998 SEP -3 P 2:38.3

SARA E. WILLIAMS
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

FOR CEDAR GLEN - SIXTH PLAT
(PHASE TWO OF CEDAR GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of September, 1998, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I which was recorded on July 3, 1989, in Deed Book 3012, Page 124, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book 3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155, Page 243, et seq., on December 27, 1994, in Deed Book 4495, Page 260, et seq., on March 10, 1995, in Deed Book 4539, Page 873, et seq., and amended and restated in full by Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded on August 21, 1996, in Deed Book 4967, Page 614, et seq. (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to

such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing

sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By:

Charles T. Sunderland
Charles T. Sunderland, President

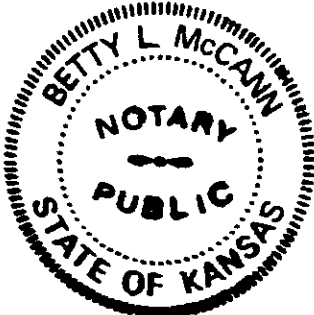
Attest:

Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 2nd day of September, 1998, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 2002

EXHIBIT "A"

Additional Property

Cedar Glen - Sixth Plat - Recorded in Book 104, Page 10 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 7-13-23, the Southwest One-Quarter of Section 8-13-23, the Northeast One-Quarter of Section 18-13-23, and the Northwest One-Quarter of Section 17-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest One-Quarter of said Section 17; thence North 87°45'51" East along the North line of said Northwest One-Quarter a distance of 1093.26 feet to the TRUE POINT OF BEGINNING; thence continuing North 87°45'51" East along the said North line a distance of 60.64 feet to a point; thence South 06°04'18" West a distance of 14.38 feet to a point of curvature; thence along a curve to the left having a radius of 220.00 feet, a central angle of 41°55'15", a chord bearing of South 14°53'19" East, and a length of 160.96 feet to a point; thence South 54°09'03" West a distance of 60.00 feet to a point of curvature; thence along a curve to the right having a radius of 280.00 feet, a central angle of 02°31'36", an initial tangent bearing of North 35°50'57" West, and a length of 12.35 feet to a point; thence South 61°48'11" West a distance of 32.02 feet to a point of curvature; thence along a curve to the right having a radius of 233.71 feet, a central angle of 37°48'48", a chord bearing of South 80°55'36" West, and a length of 154.24 feet to a point; thence North 80°10'00" West a distance of 71.03 feet to a point of curvature; thence along a curve to the left having a radius of 247.35 feet, a central angle of 11°28'13", a chord bearing of North 85°54'07" West, and a length of 49.52 feet to a point; thence South 00°07'53" West a distance of 154.01 feet to a point; thence North 62°55'37" West a distance of 63.47 feet to a point; thence North 27°06'58" West a distance of 109.51 feet to a point of curvature; thence along a curve to the left having a radius of 247.35 feet, a central angle of 25°13'10", an initial tangent bearing of South 62°35'47" West, and a length of 108.87 feet to a point; thence North 52°37'23" West a distance of 50.00 feet to a point; thence North 47°48'00" West a distance of 3.71 feet to a point of curvature; thence along a curve to the left having a radius of 185.60 feet, a central angle of 44°02'59", a chord bearing of North 69°49'30" West, and a length of 142.69 feet to a point; thence South 27°53'24" West a distance of 191.45 feet to a point; thence South 36°55'22" West a distance of 126.19 feet to a point; thence South 68°39'17" West a distance of 56.23 feet to a point; thence North 76°09'06" West a distance of 89.90 feet to a point; thence North 57°46'13" West a distance of 131.70 feet to a point; thence North 88°41'04" West a distance of 92.69 feet to a point; thence South 32°28'01" West a distance of 126.50 feet to a point; thence South 14°56'34" West a distance of 50.83 feet to a point; thence South 21°25'00" West a distance of 133.83 feet to a point; thence South 24°38'56" East a distance of 60.00 feet to a point; thence South 37°07'02" West a distance of 46.51 feet to a point; thence South 74°00'00" West a distance of 172.02 feet to a point; thence North 70°12'00" West a distance of 99.34 feet to a point; thence North 54°00'00" West a distance of 60.76 feet to a point; thence North 25°34'00" West a distance of 153.00 feet to a point; thence North 49°51'00" West a distance of 293.00 feet to a point; thence North 10°55'00" West a distance of 70.00 feet to a point; thence North 36°41'00" East a distance of 362.00 feet to a point; thence North 26°31'12" West a distance of 64.73 feet to a point; thence North 73°36'09" East a distance of 303.95 feet to a point; thence South 50°36'51" East a distance of 150.47 feet to a point; thence South 37°24'31" East a distance of 50.00 feet to a point of curvature; thence along a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01", a chord bearing of North 68°17'29" East, and a length of 115.87 feet to a point; thence North 83°59'30" East a distance of 50.00 feet to a point of curvature; thence along a curve to the left having a radius of 258.58 feet, a central angle of 34°20'30", a chord bearing of North 66°49'15" East, and a length of 154.99 feet to a point; thence South 40°21'00" East a distance of 49.20 feet to a point; thence North 87°45'51" East a distance of 918.60 feet to a point; thence South 06°04'18" West a distance of 25.27 feet to a point, said point being the Point of Beginning, and containing 19.4427 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

1200
STATE OF KANSAS } ss
COUNTY OF JOHNSON }
FILED FOR RECORD

1998 SEP -3 P 2:37.7

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN - SIXTH PLAT
(PHASE TWO OF CEDAR GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of September, 1998, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants for the Cedar Creek Community which was recorded on July 3, 1989, in Deed Book 3012, Page 59, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 299, et seq., on December 27, 1994, in Deed Book 4495, Page 254, et seq., and amended and restated in full by Amendment to the Declaration of Covenants for the Cedar Creek Community recorded on August 21, 1996, in Deed Book 4967, Page 542, et seq., and which was amended by that certain First Amendment to the Amended and Restated Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on July 2, 1998 in Deed Book 5656, Page 427, et seq. (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of

this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes

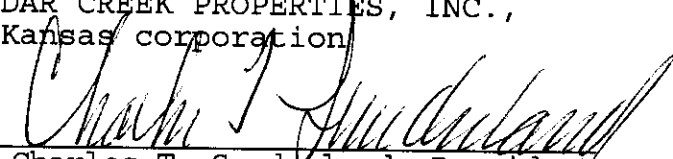
necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.


IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:


Charles T. Sunderland, President

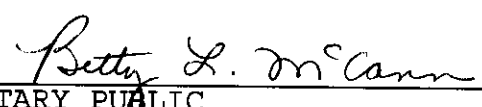
Attest:


Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 2nd day of September, 1998, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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


NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 2002

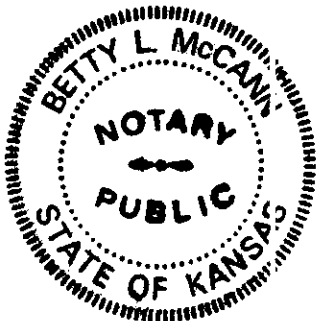


EXHIBIT "A"

Additional Property

Cedar Glen - Sixth Plat - Recorded in Book 104, Page 10 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 7-13-23, the Southwest One-Quarter of Section 8-13-23, the Northeast One-Quarter of Section 18-13-23, and the Northwest One-Quarter of Section 17-13-23 in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest One-Quarter of said Section 17; thence North 87°45'51" East along the North line of said Northwest One-Quarter a distance of 1093.26 feet to the TRUE POINT OF BEGINNING; thence continuing North 87°45'51" East along the said North line a distance of 60.64 feet to a point; thence South 06°04'18" West a distance of 14.38 feet to a point of curvature; thence along a curve to the left having a radius of 220.00 feet, a central angle of 41°55'15", a chord bearing of South 14°53'19" East, and a length of 160.96 feet to a point; thence South 54°09'03" West a distance of 60.00 feet to a point of curvature; thence along a curve to the right having a radius of 280.00 feet, a central angle of 02°31'36", an initial tangent bearing of North 35°50'57" West, and a length of 12.35 feet to a point; thence South 61°48'11" West a distance of 32.02 feet to a point of curvature; thence along a curve to the right having a radius of 233.71 feet, a central angle of 37°48'48", a chord bearing of South 80°55'36" West, and a length of 154.24 feet to a point; thence North 80°10'00" West a distance of 71.03 feet to a point of curvature; thence along a curve to the left having a radius of 247.35 feet, a central angle of 11°28'13", a chord bearing of North 85°54'07" West, and a length of 49.52 feet to a point; thence South 00°07'53" West a distance of 154.01 feet to a point; thence North 62°55'37" West a distance of 63.47 feet to a point; thence North 27°06'58" West a distance of 109.51 feet to a point of curvature; thence along a curve to the left having a radius of 247.35 feet, a central angle of 25°13'10", an initial tangent bearing of South 62°35'47" West, and a length of 108.87 feet to a point; thence North 52°37'23" West a distance of 50.00 feet to a point; thence North 47°48'00" West a distance of 3.71 feet to a point of curvature; thence along a curve to the left having a radius of 185.60 feet, a central angle of 44°02'59", a chord bearing of North 69°49'30" West, and a length of 142.69 feet to a point; thence South 27°53'24" West a distance of 191.45 feet to a point; thence South 36°55'22" West a distance of 126.19 feet to a point; thence South 68°39'17" West a distance of 56.23 feet to a point; thence North 76°09'06" West a distance of 89.90 feet to a point; thence North 57°46'13" West a distance of 131.70 feet to a point; thence North 88°41'04" West a distance of 92.69 feet to a point; thence South 32°28'01" West a distance of 126.50 feet to a point; thence South 14°56'34" West a distance of 50.83 feet to a point; thence South 21°25'00" West a distance of 133.83 feet to a point; thence South 24°38'56" East a distance of 60.00 feet to a point; thence South 37°07'02" West a distance of 46.51 feet to a point; thence South 74°00'00" West a distance of 172.02 feet to a point; thence North 70°12'00" West a distance of 99.34 feet to a point; thence North 54°00'00" West a distance of 60.76 feet to a point; thence North 25°34'00" West a distance of 153.00 feet to a point; thence North 49°51'00" West a distance of 293.00 feet to a point; thence North 10°55'00" West a distance of 70.00 feet to a point; thence North 36°41'00" East a distance of 362.00 feet to a point; thence North 26°31'12" West a distance of 64.73 feet to a point; thence North 73°36'09" East a distance of 303.95 feet to a point; thence South 50°36'51" East a distance of 150.47 feet to a point; thence South 37°24'31" East a distance of 50.00 feet to a point of curvature; thence along a curve to the right having a radius of 211.43 feet, a central angle of 31°24'01", a chord bearing of North 68°17'29" East, and a length of 115.87 feet to a point; thence North 83°59'30" East a distance of 50.00 feet to a point of curvature; thence along a curve to the left having a radius of 258.58 feet, a central angle of 34°20'30", a chord bearing of North 66°49'15" East, and a length of 154.99 feet to a point; thence South 40°21'00" East a distance of 49.20 feet to a point; thence North 87°45'51" East a distance of 918.60 feet to a point; thence South 06°04'18" West a distance of 25.27 feet to a point, said point being the Point of Beginning, and containing 19.4427 acres, more or less.

This instrument filed by
Security Land Title Company

3113239

~~3113125~~

STATE OF KANSAS] ss
COUNTY OF JOHNSON]
FILED FOR RECORD

(2)

STATE OF KANSAS

COUNTY OF JOHNSON

4/8⁰⁰ 200 MAY -2 P 2:52.9

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR CEDAR GLEN - SEVENTH PLAT
(PHASE TWO OF CEDAR GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 28th day of
April, 2000, by Cedar Creek Properties, Inc., a Kansas
corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I which was recorded on July 3, 1989, in Deed Book 3012, Page 124, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book 3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155, Page 243, et seq., on December 27, 1994, in Deed Book 4495, Page 260, et seq., on March 10, 1995, in Deed Book 4539, Page 873, et seq., and amended and restated in full by Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded on August 21, 1996, in Deed Book 4967, Page 614, et seq. (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property

BOOK 6548 PAGE 462

~~BOOK 6548 PAGE 6~~

described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Additional Restrictions, Reservations and Covenants

2.1 The Declarant believes that it is in the best interests of the Cedar Creek Community, the Neighborhood within which the Additional Property lies, and each Owner of each Unit of the Additional Property identified within this Article II that the Association assume the responsibility for maintaining, repairing and replacing the individual grinder pumps, pressurized discharge lines and service connections ("Grinder Pump Systems") if actually installed within Units owned by the Owners of each of the following Units within the Additional Property: Lots 183, 184, 185, 186, 187, 188 and 189, Cedar Glen, Seventh Plat (the "Grinder Pump Lots"). However, ejector pumps and other non-grinder type installations and associated discharge lines and service connections shall be the sole responsibility of any Owner of any of the foregoing Grinder Pump Lots.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Grinder Pump Lots to the Additional Restrictions, Reservations and Covenants described in this Article II.

2.2 Neighborhood and Individual Easements. Perpetual easements are hereby by the Declarant reserved for itself and for the Association, their agents, employees, successors, and assigns over, across, upon and under each of the Grinder Pump Lots containing Grinder Pump Systems located within the Additional

Property to permit the performance of such work and services described in Paragraph 2.1 of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by the Association or its designee.

2.3 Neighborhood Covenants. Each Owner of the Additional Property described herein who acquires title to any portion of the Grinder Pump Lots containing Grinder Pump Systems shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the Additional Property that no maintenance, repair or replacement of any of the grinder pumps, pressurized discharge lines or service connections shall be undertaken by any party other than the Association except that such work may be performed by any Owner of a Unit or said Owner's agents or subcontractors but only if such work is performed:

(i) at the sole cost and expense of such Owner; and

(ii) with the consent of the Association and in strict accordance with the authorization, specifications and conditions (if any) imposed by said Association; and

Each Owner of any portion of the Grinder Pump Lots shall be taken to hold, further agree and covenant with the Association and every other Owner of any portion of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Grinder Pump Lots who violates such provision, being liable to the Association and each and every other Owner of the Additional Property for all expenses incurred (including, to the extent permitted by law, attorneys' fees) in removing or replacing any articles or materials improperly placed upon the Unit or the Additional Property by the offending Owner and placing such Unit or Additional Property in the condition it was in prior to any such violation.

2.4 Other Services. All other services and all other repairs, maintenance, restoration and replacement as required pursuant to the terms of the Declaration respecting the Additional Property and all improvements and appurtenances thereunto belonging shall be the sole responsibility of the Owners of said Additional Property.

2.5 Neighborhood Assessments and Expenses. Neighborhood expenses incurred in performing those services described in this Article II shall be divided equally among only those units described herein as the Grinder Pump Lots (i.e., Lots 183, 184, 185, 186, 187, 188 and 189, Cedar Glen, Seventh Plat) which contain Grinder Pump Systems.

2.6 Neighborhood Budgeting. Each year, the Neighborhood Committee (or the Neighborhood Association, if one is formed and

then exists) shall prepare a proposed budget for the expenses necessary to perform the work and the services herein described in this Article II, as well as other work or services deemed necessary or desirable by said Committee.

Such budget, as proposed by the Committee, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association to be at least adequate to meet the Community-Wide Standard, as it from time to time exists. If the Association determines such standard is met by the proposed budget, the Association shall approve such budget and the expenses described in said budget shall become Neighborhood Expenses and shall be assessed as Neighborhood Assessments against Owners of the Grinder Pump Lots with Grinder Pump Systems as provided in Paragraph 2.5 of Article II hereof.

Any budget submitted by the Committee may contemplate a higher level of service than that specified by the Community-Wide Standard and may contain proposed contracts with recommended contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines said budget meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard; and may execute any contract proposed with any contractor so long as the Association determines the proposed contract:

- (1) contemplates a level of service equal to or greater than the Community-Wide Standard;
- (2) requires the contractor to have liability insurance in the same amount as the contractor that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and
- (3) otherwise conforms to the Association's general requirements for terms and conditions in the Association's contracts with other contractors.

In any year within which the Committee fails to timely submit its proposed budget, the Association shall prepare the budget for the Neighborhood, shall approve the expenses therein described as Neighborhood Expenses and shall assess said expenses as Neighborhood Assessments against the Owners of the Grinder Pump Lots within the Neighborhood within which the Additional Property is a part, subject to the written provisions of Article II, Paragraphs 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By:

Charles T. Sunderland
Charles T. Sunderland, President

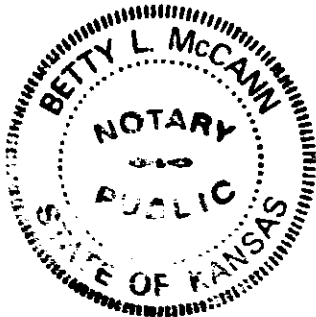
Attest:

Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28th day of April, 2000,
before me, the undersigned, a Notary Public in and for said County
and State, came Charles T. Sunderland, President, and Eileen F.
Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas
corporation, who are personally known to me to be the same persons
who executed the foregoing instrument in writing on behalf of said
corporation, and such persons duly acknowledged the execution of
the same to be the act and deed of said corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 2002

EXHIBIT "A"

Additional Property

Cedar Glen - Seventh Plat - Recorded in Book 112, Page 45 of the Public Records of Johnson County, Kansas.

Description

Parts of the Northeast One-Quarter of Section 18, Township 13 South, Range 23 East and the Northwest One-Quarter of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the said Northwest One-Quarter of Section 17; thence South 02°02'00" East on the West line of the said Northwest One-Quarter a distance of 383.94 feet to a point on the South line of Lot 169, Cedar Glen Sixth Plat, said point being the POINT OF BEGINNING; thence South 88°41'04" East on the South line of said Lot 169 a distance of 46.55 feet to a point; thence South 57°46'13" East on the South line of Lot 167 of said subdivision, a distance of 131.70 feet to a point; thence South 76°09'06" East on the South line of Lots 167 and 166 of said subdivision, a distance of 89.90 feet to a point; thence North 68°39'17" East on the South line of said Lot 166, a distance of 56.23 feet to a point; thence North 36°55'22" East on the Southeasterly line of said Lot 166 a distance of 126.19 feet to a point; thence North 27°53'24" East on the Southeasterly line of Lot 165 of said subdivision, a distance of 191.45 feet to a point on the Southerly Right-of-Way line of 111th Street as platted in said subdivision; thence Southeasterly on the said Southerly Right-of-Way line and on a curve to the right having an Initial Tangent Bearing of North 88°09'01" East, a Radius of 185.60 feet, a Central Angle of 44°02'59" and a Length of 142.69 feet to a point; thence South 47°48'00" East on the said Southerly Right-of-Way line, a distance of 3.71 feet to a point; thence South 52°37'23" East on the said Right-of-Way line, a distance of 50.00 feet to a point; thence Northeasterly on the said Southerly Right-of-Way line and on a curve to the right having an Initial Tangent Bearing of North 37°22'37" East, a Radius of 247.35 feet, a Central Angle of 25°13'10" and a Length of 108.87 feet to a point; thence South 27°06'58" East a distance of 109.51 feet to a point; thence South 62°55'37" East a distance of 63.47 feet to a point; thence South 49°42'29" East a distance of 19.85 feet to a point; thence South 09°04'00" East a distance of 108.26 feet to a point; thence South 40°03'40" West a distance of 207.57 feet to a point; thence Southwesterly on a curve to the left having an Initial Tangent Bearing of South 77°07'47" West, a Radius of 195.00 feet, a Central Angle of 25°57'53" and a Length of 88.37 feet to a point; thence South 51°09'54" West a distance of 273.78 feet to a point; thence Westerly on a curve to the right having a Radius of 175.00 feet, a Central Angle of 67°23'17" and a Length of 205.83 feet to a point of compound curvature; thence Northwesterly on a curve to the right having a Radius of 250.00 feet, a Central Angle of 11°12'53" and a Length of 48.93 feet to a point; thence South 70°35'17" West a distance of 56.59 feet to a point; thence South 40°27'32" West a distance of 119.13 feet to a point; thence South 43°02'38" East a distance of 104.67 feet to a point; thence South 30°24'56" West a distance of 17.50 feet to a point; thence South 39°16'39" West a distance of 138.75 feet to a point; thence South 63°05'24" West a distance of 159.55 feet to a point; thence South 89°37'42" West a distance of 150.03 feet to a point; thence North 71°37'15" West a distance of 43.37 feet to a point; thence North 32°35'07" West a distance of 134.07 feet to a point; thence North 02°06'53" East a distance of 66.34 feet to a point; thence North 42°16'28" East a distance of 218.09 feet to a point; thence North 25°20'53" East a distance of 82.79 feet to a point on the South line of Lot 144, Cedar Glen Sixth Plat; thence North 37°07'02" East on the said South line a distance of 46.51 feet to a point; thence North 24°38'56" West, on the Easterly line of said Lot 144, a distance of 60.00 feet to a point; thence North 218°25'00" East on the Easterly line of Lot 145 of said subdivision, a distance of 133.83 feet to a point; thence North 14°56'34" East a distance of 50.83 feet to the most Southerly corner of Lot 14 of said subdivision; thence North 32°28'01" East on the Easterly line of said Lot 146, a distance of 126.50 feet to a point; thence South 88°41'04" East on the South line of Lot 169 of said subdivision, a distance of 46.14 feet to the POINT OF BEGINNING and containing 12.6298 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

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

\$12.00

2000 MAY -2 P 2: 52.8

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR CEDAR GLEN - SEVENTH PLAT
(PHASE TWO OF CEDAR GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 28th day of April, 2000, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants for the Cedar Creek Community which was recorded on July 3, 1989, in Deed Book 3012, Page 59, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 299, et seq., on December 27, 1994, in Deed Book 4495, Page 254, et seq., and amended and restated in full by Amendment to the Declaration of Covenants for the Cedar Creek Community recorded on August 21, 1996, in Deed Book 4967, Page 542, et seq., and which was amended by that certain First Amendment to the Amended and Restated Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on July 2, 1998 in Deed Book 5656, Page 427, et seq. (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 27 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of

this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Community Services Corporation in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Community, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total Class "A" votes in the corporation and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes

necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

By:

Charles T. Sunderland
Charles T. Sunderland, President

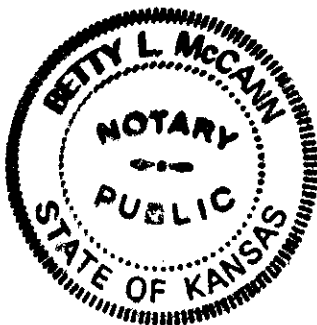
Attest:

Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28th day of April, 2000, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 2002

EXHIBIT "A"

Additional Property

Cedar Glen - Seventh Plat - Recorded in Book 112, Page 45 of the Public Records of Johnson County, Kansas.

Description

Parts of the Northeast One-Quarter of Section 18, Township 13 South, Range 23 East and the Northwest One-Quarter of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the said Northwest One-Quarter of Section 17; thence South 02°02'00" East on the West line of the said Northwest One-Quarter a distance of 383.94 feet to a point on the South line of Lot 169, Cedar Glen Sixth Plat, said point being the POINT OF BEGINNING; thence South 88°41'04" East on the South line of said Lot 169 a distance of 46.55 feet to a point; thence South 57°46'13" East on the South line of Lot 167 of said subdivision, a distance of 131.70 feet to a point; thence South 76°09'06" East on the South line of Lots 167 and 166 of said subdivision, a distance of 89.90 feet to a point; thence North 68°39'17" East on the South line of said Lot 166, a distance of 56.23 feet to a point; thence North 36°55'22" East on the Southeastery line of said Lot 166 a distance of 126.19 feet to a point; thence North 27°53'24" East on the Southeastery line of Lot 165 of said subdivision, a distance of 191.45 feet to a point on the Southerly Right-of-Way line of 111th Street as platted in said subdivision; thence Southeastery on the said Southerly Right-of-Way line and on a curve to the right having an Initial Tangent Bearing of North 88°09'01" East, a Radius of 185.60 feet, a Central Angle of 44°02'59" and a Length of 142.69 feet to a point; thence South 47°48'00" East on the said Southerly Right-of-Way line, a distance of 3.71 feet to a point; thence South 52°37'23" East on the said Right-of-Way line, a distance of 50.00 feet to a point; thence Northeasterly on the said Southerly Right-of-Way line and on a curve to the right having an Initial Tangent Bearing of North 37°22'37" East, a Radius of 247.35 feet, a Central Angle of 25°13'10" and a Length of 108.87 feet to a point; thence South 27°06'58" East a distance of 109.51 feet to a point; thence South 62°55'37" East a distance of 63.47 feet to a point; thence South 49°42'29" East a distance of 19.85 feet to a point; thence South 09°04'00" East a distance of 108.26 feet to a point; thence South 40°03'40" West a distance of 207.57 feet to a point; thence Southwesterly on a curve to the left having an Initial Tangent Bearing of South 77°07'47" West, a Radius of 195.00 feet, a Central Angle of 25°57'53" and a Length of 88.37 feet to a point; thence South 51°09'54" West a distance of 273.78 feet to a point; thence Westerly on a curve to the right having a Radius of 175.00 feet, a Central Angle of 67°23'17" and a Length of 205.83 feet to a point of compound curvature; thence Northwesterly on a curve to the right having a Radius of 250.00 feet, a Central Angle of 11°12'53" and a Length of 48.93 feet to a point; thence South 70°35'17" West a distance of 56.59 feet to a point; thence South 40°27'32" West a distance of 119.13 feet to a point; thence South 43°02'38" East a distance of 104.67 feet to a point; thence South 30°24'56" West a distance of 17.50 feet to a point; thence South 39°16'39" West a distance of 138.75 feet to a point; thence South 63°05'24" West a distance of 159.55 feet to a point; thence South 89°37'42" West a distance of 150.03 feet to a point; thence North 71°37'15" West a distance of 43.37 feet to a point; thence North 32°35'07" West a distance of 134.07 feet to a point; thence North 02°06'53" East a distance of 66.34 feet to a point; thence North 42°16'28" East a distance of 218.09 feet to a point; thence North 25°20'53" East a distance of 82.79 feet to a point on the South line of Lot 144, Cedar Glen Sixth Plat; thence North 37°07'02" East on the said South line a distance of 46.51 feet to a point; thence North 24°38'56" West, on the Easterly line of said Lot 144, a distance of 60.00 feet to a point; thence North 218°25'00" East on the Easterly line of Lot 145 of said subdivision, a distance of 133.83 feet to a point; thence North 14°56'34" East a distance of 50.83 feet to the most Southerly corner of Lot 14 of said subdivision; thence North 32°28'01" East on the Easterly line of said Lot 146, a distance of 126.50 feet to a point; thence South 88°41'04" East on the South line of Lot 169 of said subdivision, a distance of 46.14 feet to the POINT OF BEGINNING and containing 12.6298 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

STATE OF KANSAS }
COUNTY OF JOHNSON } ss
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SARA FULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

FOR CEDAR GLEN - EIGHTH PLAT
(PHASE TWO OF CEDAR GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of January, 2001, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I which was recorded on July 3, 1989, in Deed Book 3012, Page 124, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book 3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155, Page 243, et seq., on December 27, 1994, in Deed Book 4495, Page 260, et seq., on March 10, 1995, in Deed Book 4539, Page 873, et seq., and amended and restated in full by Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded on August 21, 1996, in Deed Book 4967, Page 614, et seq. (collectively, the "Declaration"); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("Additional Property"); and

WHEREAS, pursuant to the terms of Article I, Section 28 and Article VIII, Section 1 of the Declaration, the Declarant may submit certain additional property described in Article VIII, Section 1 of the Declaration to the terms of the Declaration and impose additional covenants and restrictions on such property; and

WHEREAS, the Additional Property is a portion of that property described in Article VIII, Section 1 of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to

such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Supplemental Declaration; or (e) for the purpose of subjecting additional property to the terms of this Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or described in Article VIII, Section 1 of the Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing

sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By:

Charles T. Sunderland
Charles T. Sunderland, President

Attest:

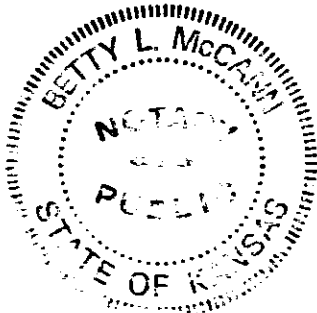
Eileen F. Sollars

Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 2nd day of January, 2001, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Betty L. McCann
NOTARY PUBLIC
Betty L. McCann
Print Name

My Commission Expires: April 10, 2002

EXHIBIT "A"

Additional Property

Cedar Glen - Eighth Plat - Recorded in Book 115, Page 21 of the Public Records of Johnson County, Kansas.

Description

Part of the Northwest One-Quarter of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the said Northwest One-Quarter; thence South 02°02'00" East on the West line thereof, a distance of 913.93 feet to a point; thence North 87°58'00" East a distance of 48.49 feet to the most Southerly corner of Lot 191, Cedar Glen Seventh Plat, said point being the POINT OF BEGINNING; thence North 40°27'32" East on the Southeasterly line of said Lot 191, a distance of 119.13 feet to a point; thence North 70°35'17" East a distance of 56.59 feet to a point on the Southerly line of Lot 192, of said Cedar Glen Seventh Plat; thence on said Southerly line and on a curve to the left having an Initial Tangent Bearing of South 50°13'56" East, a Radius of 250.00 feet, a Central Angle of 11°12'53" and a Length of 48.93 feet to a point of compound curvature; thence on said Southerly line and on the Southeasterly line of Lot 192 and 193 of said plat and on a curve to the left having a Radius of 175.00 feet, a Central Angle of 67°23'17" and a Length of 205.83 feet to a point; thence North 51°09'54" East on the Southeasterly line of Lots 193, 194, 195 and 196 of said plat a distance of 273.78 feet to a point; thence Northeasterly on the Southeasterly line of Lot 197 of said plat and on a curve to the right having a Radius of 195.00 feet, a Central Angle of 25°57'53" and a Length of 88.37 feet to a point; thence North 40°03'40" East on the Southeasterly line of Lot 198 and 199 of said plat a distance of 207.57 feet to a point; thence North 09°04'00" West on the Easterly line of Lot 199 of said plat, a distance of 108.26 feet to a point; thence North 49°42'29" West on the Northeasterly line of said Lot 199, a distance of 19.85 feet to a point; thence North 00°07'53" East on the Easterly line of Lot 164, Cedar Glen Sixth Plat, a distance of 154.01 feet to a point on the South Right-of-Way line of 111th Street as platted in said Sixth Plat; thence on the said South Right-of-Way and on a curve to the right having an Initial Tangent Bearing of North 88°21'47" East, a Radius of 247.35 feet, a Central Angle of 11°28'13" and a Length of 49.52 feet to a point; thence South 80°10'00" East on the said South Right-of-Way line a distance of 71.03 feet to a point; thence on the said South Right-of-Way line and on a curve to the left having a Radius of 233.71 feet, a Central Angle of 37°48'48" and a Length of 154.24 feet to a point; thence South 36°35'31" East a distance of 298.93 feet to a point; thence South 10°22'13" West a distance of 244.43 feet to a point; thence South 21°45'36" West a distance of 89.69 feet to a point; thence South 00°37'50" West a distance of 218.88 feet to a point; thence South 34°53'00" West a distance of 103.00 feet to a point; thence South 65°23'00" West a distance of 89.00 feet to a point; thence North 79°54'00" West a distance of 182.00 feet to a point; thence North 52°08'00" West a distance of 103.00 feet to a point; thence North 12°23'00" West a distance of 166.00 feet to a point; thence South 32°45'00" West a distance of 259.93 feet to a point; thence South 83°55'45" West a distance of 267.18 feet to a point; thence North 80°57'20" West a distance of 236.08 feet to a point; thence North 39°16'39" East on the Easterly line of Lot 190, Cedar Glen Seventh Plat, a distance of 19.28 feet to a point; thence North 30°24'56" East on the said Easterly line a distance of 17.50 feet to a point; thence North 43°02'38" West on the Northerly line of said Lot 190, a distance of 104.67 feet to the POINT OF BEGINNING and containing 11.9292 acres, more or less.