

STATE OF KANSAS

Reference: Book \_\_\_\_\_

COUNTY OF JOHNSON

Page \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

THIS SUPPLEMENTAL DECLARATION, is made this 16th day of July, 1990, 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 ("Declaration") recorded in Deed Book 3012, Page 59, of the public records of Johnson County, Kansas; 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; and

WHEREAS, the Declarant did, on September 11, 1989, previously record this Supplemental Declaration with the Register of Deeds of Johnson County, Kansas in Volume 3048, at Page 540, as Document No. 1894406, and it was later discovered that a line of text was unintentionally omitted from page 3 thereof and this document is being filed to correct such error.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereto 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 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 on 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 percent (75%) 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 Owner 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: John H. Ross III  
John H. Ross III, Vice President

ATTEST:

Gary L. Church  
Gary L. Church, Assistant Secretary

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

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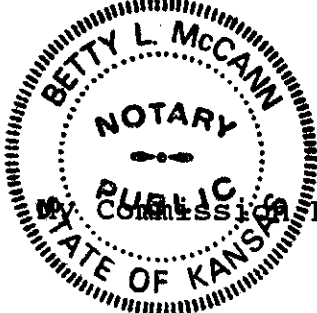
1400 SARA E. ULLMANN  
REGISTER OF DEEDS

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss:

BY \_\_\_\_\_ DEP.

BE IT REMEMBERED that on this 16th day of July, 1990, before me the undersigned, a Notary Public in and for the County and State aforesaid, came John H. Ross III, Vice President of Cedar Creek Properties, Inc., a Kansas corporation, and Gary L. Church, Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said 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  
Betty L. McCann  
Notary Public

Expires: April 10, 1994

## EXHIBIT "A"

## Additional Property

Cedar Creek Village 1, Eleventh Plat, a Replat of the First Plat - Recorded in Book 74, Page 12 of the Public Records of Johnson County, Kansas

Description:

The following is a replat of part of Lots 44 and 45, and all of Lots 46 thru 56 of Cedar Creek Village I, First Plat, and part of the SW $\frac{1}{4}$  of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the NW corner of the SW $\frac{1}{4}$  of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas; thence S. 2°55'24" E., along the West line of said SW $\frac{1}{4}$  for a distance of 1436.43 feet; thence N. 87°04'36" E., along a line which is perpendicular to the last described course, for a distance of 256.15 feet to the Point of Beginning of the hereinafter described tract, said point also being the Northwestern corner of Lot 56, Cedar Creek Village I, First Plat; thence Easterly along a curve to the left which has an initial tangent bearing of S. 83°14'26" E., a radius of 1260.00 feet, a central angle of 5°30'39", and a length of 121.19 feet to the Northeast corner of said Lot 56; thence S. 2°25'22" E., along the Westerly right-of-way line of North Lake Avenue for a distance of 45.23 feet; thence Southeasterly along a curve to the left which has a radius of 337.18 feet, a central angle of 23°34'02", and a length of 138.69 feet to a point of reverse curvature; thence continuing Southeasterly along a curve to the right which has a radius of 1193.25 feet, a central angle of 6°18'29", and a length of 131.37 feet; thence Southwesterly and Southeasterly along a curve to the left which has an initial tangent bearing of S. 48°21'49" W., a radius of 120.34 feet, a central angle of 106°40'21", and a length of 224.06 feet; thence S. 15°11'25" W., a distance of 49.93 feet; thence Southerly along a curve to the left which has a radius of 598.55 feet, a central angle of 19°34'38", and a length of 204.52 feet to a point of reverse curvature; thence Southerly and Southwesterly along a curve to the right which has a radius of 150.00 feet, a central angle of 47°48'28", and a length of 125.16 feet; thence S. 43°25'16" W., a distance of 96.86 feet; thence Southwesterly along a curve to the left which has a radius of 335.00 feet, a central angle of 20°41'21", and a length of 120.96 feet to the Southeasterly corner of Lot 44, said Cedar Creek Village I, First Plat; thence N. 52°19'16" W. along the Southerly line of said Lot 44, a distance of 133.33 feet; thence Northerly and Northwesterly on a curve to the left along the Westerly line of said Lot 44, which has an initial tangent bearing of N. 20°08'05" E., a radius of 75.00 feet, a central angle of 55°09'50", and a length of 72.21 feet; thence N. 70°30'44" E., a distance of 54.67 feet; thence N. 48°43'58" E., a distance of 74.63 feet; thence N. 31°29'20" E., a distance of 51.38 feet; thence N. 12°10'43" E., a distance of 49.77 feet; thence N. 2°11'08" E., a distance of 80.85 feet; thence N. 22°11'46" W., a distance of 84.23 feet; thence N. 19°45'23" W., a distance of 55.81 feet; thence N. 8°17'27" E., a distance of 81.98 feet; thence N. 8°14'46" E., a distance of 101.04 feet; thence N. 16°43'37" W., a distance of 68.61 feet; thence N. 0°54'56" W., a distance of 74.77 feet; thence N. 34°49'57" W., a distance of 66.15 feet; thence N. 54°50'19" W., a distance of 38.93 feet; thence N. 27°58'28" E., a distance of 132.67 feet to the Point of Beginning and containing 3.8007 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Twelfth Plat, a Replat of the Second Plat - Recorded in Book 74, Page 13 of the Public Records of Johnson County, Kansas

Description:

The following is a replat of Lots 40 thru 47, Tract "9", Tract "17", and part of 106th Terrace as platted in Cedar Creek Village I, Second Plat, located in the NE $\frac{1}{4}$  of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Beginning at the NW corner of Lot 48, Cedar Creek Village I, Second Plat, a subdivision of land in the City of Olathe, Johnson County, Kansas; thence N. 2°49'40" W., along the Easterly line of Lot 39, said Cedar Creek Village I Second Plat, a distance of 106.12 feet; thence S. 81°35'46" W., along the Northerly line of said Lot 39, a distance of 153.02 feet to a point in the Easterly right-of-way line Highland Lane; thence Northwesterly and Westerly along said right-of-way on a curve to the left which has an initial tangent bearing of N. 8°24'14" W., a radius of 50.00 feet, a central angle of 100°25'22", and a length of 87.64 feet to a point of reverse curvature; thence Westerly on a curve to the right which has a radius of 60.00 feet, a central angle of 28°23'08", and a length of 29.73 feet; thence Westerly along a curve to the right which has a radius of 385.53 feet, a central angle of 22°56'27", and a length of 154.36 feet; thence Northerly and Northeasterly on a curve to the right which has a radius of 181.85 feet, a central angle of 104°00', and a length of 330.09 feet; thence N. 46°30'00" E., a distance of 215.40 feet; thence Northeasterly and Easterly on a curve to the right which has a radius of 97.69 feet, a central angle of 83°30'10", and a length of 142.37 feet; thence Southeasterly along a curve to the right which has a radius of 350.00 feet, a central angle of 25°23'25", and a length of 155.10 feet; thence S. 24°36'25" E., a distance of 85.16 feet; thence Southeasterly on a curve to the left which has a radius of 370.49 feet, a central angle of 21°00' and a length of 135.79 feet to a point of reverse curvature; thence Southeasterly and Southerly along a curve to the right which has a radius of 289.87 feet, a central angle of 52°00' and a length of 263.08 feet, to a point of reverse curvature; thence Southerly along a curve to the left which has a radius of 200.00 feet, a central angle of 13°07'40", and a length of 45.82 feet to the Northeasterly corner of said Lot 48, Cedar Creek Village I, Second Plat; thence S. 83°15'55" W. along the Northerly line of said Lot 48, a distance of 157.00 feet to the Point of Beginning and containing 5.492 acres, more or less.

STATE OF KANSAS

Reference: Book \_\_\_\_\_

COUNTY OF JOHNSON

Page \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

THIS SUPPLEMENTAL DECLARATION is made this 8th day of September, 1989, 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 ("Declaration") recorded in Deed Book 3012, Page 59, of the public records of Johnson County, Kansas; 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 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 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.

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:

John H. Ross III  
John H. Ross III, Vice President

Attest:

Gary L. Church  
Gary L. Church, Assistant Secretary

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

~~(SEAL)~~

1400  
1989 SEP 11 A 9:59.2

SARA F. ULLMANN  
REGISTER OF DEEDS

STATE OF KANSAS )  
COUNTY OF JOHNSON )

SS

BY \_\_\_\_\_ DEP.

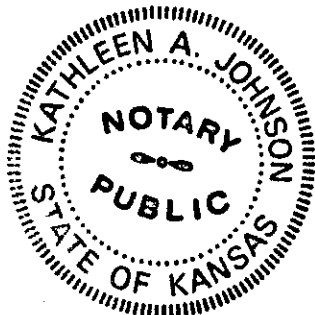
BE IT REMEMBERED that on this 8th day of SEPTEMBER, 1989, before me, the undersigned, a Notary Public in and for said County and State, came John H. Ross III, Vice President, and Gary L. Church, Assistant Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me 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.

Kathleen A. Johnson  
NOTARY PUBLIC

KATHLEEN A. JOHNSON  
Print Name

My Commission Expires: July 14, 1992





## EXHIBIT "A"

## Additional Property

Cedar Creek Village 1, Eleventh Plat, a Replat of the First Plat - Recorded in Book 74, Page 12 of the Public Records of Johnson County, Kansas

Description:

The following is a replat of part of Lots 44 and 45, and all of Lots 46 thru 56 of Cedar Creek Village I, First Plat, and part of the SW $\frac{1}{4}$  of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

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EXHIBIT "A"

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1894407 ✓

STATE OF KANSAS

Reference: Book \_\_\_\_\_

COUNTY OF JOHNSON

Page \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

THIS SUPPLEMENTAL DECLARATION is made this 8th day of September, 1989, 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 ("Declaration") recorded in Deed Book 3012, Page 124, of the public records of Johnson County, Kansas; 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 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 on 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:

John H. Ross III  
John H. Ross III, Vice President

Attest:

Gary L. Church  
Gary L. Church, Assistant Secretary

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

~~(SEAL)~~

1400  
1989 SEP 11 A 9:50.9

SARA FULLMANN  
REGISTER OF DEEDS

STATE OF KANSAS )

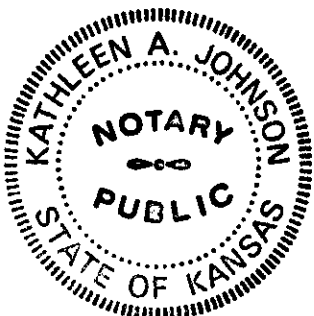
) SS

COUNTY OF JOHNSON )

BY \_\_\_\_\_ DEP.

BE IT REMEMBERED that on this 8th day of SEPTEMBER, 1989, before me, the undersigned, a Notary Public in and for said County and State, came John H. Ross III, Vice 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.



Kathleen A. Johnson  
NOTARY PUBLIC

KATHLEEN A. JOHNSON  
Print Name

My Commission Expires: July 14, 1992

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Eleventh Plat, a Replat of the First Plat - Recorded in Book 74, Page 12 of the Public Records of Johnson County, Kansas

Description:

The following is a replat of part of Lots 44 and 45, and all of Lots 46 thru 56 of Cedar Creek Village I, First Plat, and part of the SW $\frac{1}{4}$  of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the NW corner of the SW $\frac{1}{4}$  of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas; thence S. 2°55'24" E., along the West line of said SW $\frac{1}{4}$  for a distance of 1436.43 feet; thence N. 87°04'36" E., along a line which is perpendicular to the last described course, for a distance of 256.15 feet to the Point of Beginning of the hereinafter described tract, said point also being the Northwestern corner of Lot 56, Cedar Creek Village I, First Plat; thence Easterly along a curve to the left which has an initial tangent bearing of S. 83°14'26" E., a radius of 1260.00 feet, a central angle of 5°30'39", and a length of 121.19 feet to the Northeasterly corner of said Lot 56; thence S. 2°25'22" E., along the Westerly right-of-way line of North Lake Avenue for a distance of 45.23 feet; thence Southeasterly along a curve to the left which has a radius of 337.18 feet, a central angle of 23°34'02", and a length of 138.69 feet to a point of reverse curvature; thence continuing Southeasterly along a curve to the right which has a radius of 1193.25 feet, a central angle of 6°18'29", and a length of 131.37 feet; thence Southwesterly and Southeasterly along a curve to the left which has an initial tangent bearing of S. 48°21'49" W., a radius of 120.34 feet, a central angle of 106°40'21", and a length of 224.06 feet; thence S. 15°11'25" W., a distance of 49.93 feet; thence Southerly along a curve to the left which has a radius of 598.55 feet, a central angle of 19°34'38", and a length of 204.52 feet to a point of reverse curvature; thence Southerly and Southwesterly along a curve to the right which has a radius of 150.00 feet, a central angle of 47°48'28", and a length of 125.16 feet; thence S. 43°25'16" W., a distance of 96.86 feet; thence Southwesterly along a curve to the left which has a radius of 335.00 feet, a central angle of 20°41'21", and a length of 120.96 feet to the Southeasterly corner of Lot 44, said Cedar Creek Village I, First Plat; thence N. 52°19'16" W. along the Southerly line of said Lot 44, a distance of 133.33 feet; thence Northerly and Northwesterly on a curve to the left along the Westerly line of said Lot 44, which has an initial tangent bearing of N. 20°08'05" E., a radius of 75.00 feet, a central angle of 55°09'50", and a length of 72.21 feet; thence N. 70°30'44" E., a distance of 54.67 feet; thence N. 48°43'58" E., a distance of 74.63 feet; thence N. 31°29'20" E., a distance of 51.38 feet; thence N. 12°10'43" E., a distance of 49.77 feet; thence N. 2°11'08" E., a distance of 80.85 feet; thence N. 22°11'46" W., a distance of 84.23 feet; thence N. 19°45'23" W., a distance of 55.81 feet; thence N. 8°17'27" E., a distance of 81.98 feet; thence N. 8°14'46" E., a distance of 101.04 feet; thence N. 16°43'37" W., a distance of 68.61 feet; thence N. 0°54'56" W., a distance of 74.77 feet; thence N. 34°49'57" W., a distance of 66.15 feet; thence N. 54°50'19" W., a distance of 38.93 feet; thence N. 27°58'28" E., a distance of 132.67 feet to the Point of Beginning and containing 3.8007 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Twelfth Plat, a Replat of the Second Plat - Recorded in Book 74, Page 13 of the Public Records of Johnson County, Kansas

Description:

The following is a replat of Lots 40 thru 47, Tract "9", Tract "17", and part of 106th Terrace as platted in Cedar Creek Village I, Second Plat, located in the NE $\frac{1}{4}$  of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Beginning at the NW corner of Lot 48, Cedar Creek Village I, Second Plat, a subdivision of land in the City of Olathe, Johnson County, Kansas; thence N. 2°49'40" W., along the Easterly line of Lot 39, said Cedar Creek Village I Second Plat, a distance of 106.12 feet; thence S. 81°35'46" W., along the Northerly line of said Lot 39, a distance of 153.02 feet to a point in the Easterly right-of-way line Highland Lane; thence Northwesterly and Westerly along said right-of-way on a curve to the left which has an initial tangent bearing of N. 8°24'14" W., a radius of 50.00 feet, a central angle of 100°25'22", and a length of 87.64 feet to a point of reverse curvature; thence Westerly on a curve to the right which has a radius of 60.00 feet, a central angle of 28°23'08", and a length of 29.73 feet; thence Westerly along a curve to the right which has a radius of 385.53 feet, a central angle of 22°56'27", and a length of 154.36 feet; thence Northerly and Northeasterly on a curve to the right which has a radius of 181.85 feet, a central angle of 104°00', and a length of 330.09 feet; thence N. 46°30'00" E., a distance of 215.40 feet; thence Northeasterly and Easterly on a curve to the right which has a radius of 97.69 feet, a central angle of 83°30'10", and a length of 142.37 feet; thence Southeasterly along a curve to the right which has a radius of 350.00 feet, a central angle of 25°23'25", and a length of 155.10 feet; thence S. 24°36'25" E., a distance of 85.16 feet; thence Southeasterly on a curve to the left which has a radius of 370.49 feet, a central angle of 21°00' and a length of 135.79 feet to a point of reverse curvature; thence Southeasterly and Southerly along a curve to the right which has a radius of 289.87 feet, a central angle of 52°00' and a length of 263.08 feet, to a point of reverse curvature; thence Southerly along a curve to the left which has a radius of 200.00 feet, a central angle of 13°07'40", and a length of 45.82 feet to the Northeasterly corner of said Lot 48, Cedar Creek Village I, Second Plat; thence S. 83°15'55" W. along the Northerly line of said Lot 48, a distance of 157.00 feet to the Point of Beginning and containing 5.492 acres, more or less.