

Mid America Title
Company, Inc.

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
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STATE OF KANSAS

1989 AUG 11 A 9:16.7

Reference: Book _____

COUNTY OF JOHNSON

BY
16 SARA FULLMANN
REGISTER OF DEEDS

Page _____

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

THIS SUPPLEMENTAL DECLARATION is made this 28th day of July, 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:

Charles T. Sunderland
Charles T. Sunderland, President

Gary L. Church
L. Church, Assistant Secretary



STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28th day of July, 1989, 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.



Helen M. Romans
NOTARY PUBLIC
Helen M. Romans
Print Name

My Commission Expires: 7/31/92

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Third Plat, Recorded in Book 72, Page 24 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the E½ of Section 7 and the NW¼ of Section 8, Township 13, Range 23, in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

Beginning at a point on the West line of the NW¼ of said Section 8, Township 13, Range 23, said point being 664.12 feet North of the SW corner of said NW¼; thence S. 55°20'25" E., a distance of 183.23 feet; thence S. 14°31'32" E., a distance of 152.49 feet; thence S. 31°17'19" W., a distance of 638.74 feet to a point in the SE¼ of said Section 7, Township 13, Range 23; thence N. 67°25'39" W., for a distance of 13.41 feet; thence S. 22°34'21" W., for a distance of 102.33 feet; thence Southwesterly along a curve to the left which has an initial tangent bearing of S. 74°54'58" E., a radius of 150.00 feet, a central angle of 19°09'43" and a length of 50.17 feet; thence S. 55°45'15" W., a distance of 175.32 feet; thence N. 39°14'53" W., a distance of 144.62 feet; thence S. 50°45'07" W., a distance of 47.17 feet; thence N. 39°14'53" W., a distance of 50.00 feet; thence N. 72°00'47" W., a distance of 162.91 feet; thence N. 57°13'09" W., a distance of 222.66 feet; thence N. 40°25'58" E., a distance of 214.08 feet to a point in the NE¼ of said Section 7; thence N. 44°07'02" E., a distance of 107.54 feet; thence S. 87°59'19" E., a distance of 317.72 feet; thence Northeasterly along a curve to the right which has an initial tangent bearing of N. 1°10'06" E., a radius of 325.00 feet, a central angle of 50°49'44", and a length of 288.32 feet; thence N. 52°00'00" E., a distance of 128.80 feet to a point of curvature; thence continuing Northeasterly along a curve to the left which has a radius of 466.00 feet, a central angle of 25°11'08", for a distance of 204.84 feet to the Point of Beginning, and containing 10.543 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Fourth Plat, Recorded in Book 72, Page 25 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the E½ of Section 7 and the W½ of Section 8, Township 13 S., Range 23 E., in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

Commencing at the SE corner of the NE¼ of said Section 7; thence S. 88°19'21" W., along the S. line of said NE¼ of said Section 7 for a distance of 203.79 feet; thence S. 1°40'39" E. perpendicular to the last described course, for a distance of 123.99 feet to the Point of Beginning of the hereinafter described tract; thence S. 67°25'39" E., a distance of 53.64 feet, to a point of curvature; thence Southeasterly along a curve to the right which has a radius of 280.00 feet, a central angle of 21°57'30", and a length of 107.31 feet; thence N. 42°11'16" E., a distance of 689.15 feet, to a point in the NW¼ of said Section 8, Township 13, Range 23; thence S. 51°33'35" E., a distance of 168.56 feet; thence S. 12°04'20" W., a distance of 281.88 feet to a point within the SW¼ of said Section 8; thence S. 7°47'14" W., a distance of 343.03 feet to a point of curvature; thence Southeasterly along a curve to the left which has a radius of 150.00 feet, a central angle of 57°17'19", and a length of 149.98 feet; thence S. 55°27'34" W., a distance of 108.06 feet; thence Southeasterly and Southerly along a curve to the right which has an Initial Tangent Bearing of S. 34°32'26" E., a radius of 280.00 feet, a central angle of 46°21'43", and a length of 226.57 feet; thence N. 78°10'43" W., a distance of 60.00 feet; thence Northerly and Northwesterly along a curve to the left which has an Initial Tangent Bearing of N. 11°49'17" E., a radius of 220.00 feet, a central angle of 73°15'34", and a length of 281.30 feet; thence S. 51°38'15" W., a distance of 894.62 feet, to a point in the SE¼ of said Section 7; thence N. 36°38'55" W., a distance of 352.39 feet; thence N. 3°55'51" W., a distance of 21.67 feet; thence Northeasterly along a curve to the left which has an Initial Tangent Bearing of N. 86°04'09" E., a radius of 150.00 feet, a central angle of 30°18'54", and a length of 79.36 feet; thence N. 55°45'15" E., a distance of 555.00 feet to a point of curvature; thence Northerly along a curve to the left which has a radius of 150.00 feet, a central angle of 45°29'28", and a length of 119.10 feet; thence S. 87°04'16" E., a distance of 35.58 feet; thence N. 26°49'33" W., a distance of 98.62 feet to a point of curvature; thence Northwesterly along a curve to the left which has a radius of 220.00 feet, a central angle of 40°36'06", and a length of 155.90 feet; thence N. 67°25'39" W., a distance of 53.64 feet; thence N. 22°34'21" E., a distance of 60.00 feet to the Point of Beginning and containing 14.097 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Fifth Plat, Recorded in Book 72, Page 26 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, Township 13 S., Range 23 E. in the City of Olathe, Johnson County, Kansas, and being more particularly described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$ of said Section 8; thence S. 3°04'31" E. along the E. line of said NW $\frac{1}{4}$, a distance of 68.74 feet to the Point of Beginning of the herein after described tract; thence continuing S. 3°04'31" E. along said E. line, a distance of 690.50 feet; thence S. 50°55'29" W., a distance of 196.00 feet; thence N. 87°34'31" W., a distance of 154.00 feet; thence S. 77°25'29" W., a distance of 106.00 feet; thence N. 89°07'11" E., a distance of 380.00 feet; thence N. 65°08'22" W., a distance of 132.71 feet; thence N. 45°13'42" E., a distance of 175.00 feet; thence N. 15°45'25" E., a distance of 88.10 feet; thence N. 25°58'32" E., a distance of 251.70 feet; thence N. 5°13'40" E., a distance of 174.56 feet; thence N. 27°38'18" W., a distance of 194.11 feet; thence easterly along a curve to the right which has an initial tangent bearing of N. 62°21'42" E., a radius of 570.00 feet, a central angle of 49°38'18", and a length of 493.82 feet; thence easterly along a curve to the left which has a radius of 497.69 feet, a central angle of 24°46'57" and a length of 215.27 feet to the Point of Beginning and containing 13.831 acres, more or less.

Mid America Title
Company, Inc.

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

STATE OF KANSAS

1989 AUG 11 A 9:15.9

Reference: Book _____

COUNTY OF JOHNSON

160 SARA FULLMANN
REGISTER OF DEEDS

Page _____

BY
SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

THIS SUPPLEMENTAL DECLARATION is made this 28th day of
July, 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

Definition:

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.

VOL 3031 PAGE 875

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

Gary L. Church
Gary L. Church, Assistant Secretary



STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 20th day of July, 1989, 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.



Helen M. Romans
NOTARY PUBLIC

Helen M. Romans
Print Name

My Commission Expires: 7/31/92

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Third Plat, Recorded in Book 72, Page 24 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the E½ of Section 7 and the NW¼ of Section 8, Township 13, Range 23, in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

Beginning at a point on the West line of the NW¼ of said Section 8, Township 13, Range 23, said point being 664.12 feet North of the SW corner of said NW¼; thence S. 55°20'25" E., a distance of 183.23 feet; thence S. 14°31'32" E., a distance of 152.49 feet; thence S. 31°17'19" W., a distance of 638.74 feet to a point in the SE¼ of said Section 7, Township 13, Range 23; thence N. 67°28'39" W., for a distance of 13.41 feet; thence S. 22°34'21" W., for a distance of 102.33 feet; thence Southwesterly along a curve to the left which has an initial tangent bearing of S. 74°54'58" E., a radius of 150.00 feet, a central angle of 19°09'43" and a length of 50.17 feet; thence S. 55°45'15" W., a distance of 115.32 feet; thence N. 39°14'53" W., a distance of 144.62 feet; thence S. 50°45'07" W., a distance of 47.17 feet; thence N. 39°14'53" W., a distance of 50.00 feet; thence N. 72°00'47" W., a distance of 162.91 feet; thence N. 57°13'09" W., a distance of 222.66 feet; thence N. 40°25'58" E., a distance of 214.08 feet to a point in the NE¼ of said Section 7; thence N. 44°07'02" E., a distance of 107.54 feet; thence S. 87°59'19" E., a distance of 317.72 feet; thence Northeasterly along a curve to the right which has an initial tangent bearing of N. 1°10'06" E., a radius of 325.00 feet, a central angle of 50°49'44", and a length of 218.32 feet; thence N. 52°00'00" E., a distance of 128.80 feet to a point of curvature; thence continuing Northeasterly along a curve to the left which has a radius of 466.00 feet, a central angle of 25°11'08", for a distance of 204.84 feet to the Point of Beginning, and containing 10.543 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Fourth Plat, Recorded in Book 72, Page 25 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the E $\frac{1}{2}$ of Section 7 and the W $\frac{1}{2}$ of Section 8, Township 13 S., Range 23 E., in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

Commencing at the SE corner of the NE $\frac{1}{4}$ of said Section 7; thence S. 88°19'21" W., along the S. line of said NE $\frac{1}{4}$ of said Section 7 for a distance of 203.79 feet; thence S. 1°40'39" E. perpendicular to the last described course, for a distance of 123.99 feet to the Point of Beginning of the hereinafter described tract; thence S. 67°25'39" E., a distance of 53.64 feet, to a point of curvature; thence Southeasterly along a curve to the right which has a radius of 280.00 feet, a central angle of 21°57'30", and a length of 107.31 feet; thence N. 42°11'16" E., a distance of 689.15 feet, to a point in the NW $\frac{1}{4}$ of said Section 8, Township 13, Range 23; thence S. 51°33'35" E., a distance of 108.56 feet; thence S. 12°04'20" W., a distance of 281.88 feet to a point within the SW $\frac{1}{4}$ of said Section 8; thence S. 7°47'14" W., a distance of 343.03 feet to a point of curvature; thence Southeasterly along a curve to the left which has a radius of 150.00 feet, a central angle of 57°17'19", and a length of 149.98 feet; thence S. 55°27'34" W., a distance of 108.06 feet thence Southeasterly and Southerly along a curve to the right which has an Initial Tangent Bearing of S. 34°32'26" E., a radius of 280.00 feet, a central angle of 46°21'43", and a length of 226.57 feet; thence N. 78°10'43" W., a distance of 60.00 feet; thence Northerly and Northwesterly along a curve to the left which has an Initial Tangent Bearing of N. 11°49'17" E., a radius of 220.00 feet, a central angle of 73°15'34", and a length of 281.30 feet; thence S. 51°38'15" W., a distance of 894.62 feet, to a point in the SE $\frac{1}{4}$ of said Section 7; thence N. 36°38'55" W., a distance of 352.39 feet; thence N. 3°55'51" W., a distance of 21.67 feet; thence Northeasterly along a curve to the left which has an Initial Tangent Bearing of N. 86°04'09" E., a radius of 150.00 feet, a central angle of 30°18'54", and a length of 79.36 feet; thence N. 55°45'15" E., a distance of 555.00 feet to a point of curvature; thence Northerly along a curve to the left which has a radius of 150.00 feet, a central angle of 45°29'28", and a length of 119.10 feet; thence S. 87°04'16" E., a distance of 35.58 feet; thence N. 26°49'33" W., a distance of 98.62 feet to a point of curvature; thence Northwesterly along a curve to the left which has a radius of 220.00 feet, a central angle of 40°36'06", and a length of 155.90 feet; thence N. 67°25'39" W., a distance of 53.64 feet; thence N. 22°34'21" E., a distance of 60.00 feet to the Point of Beginning and containing 14.097 acres, more or less.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Fifth Plat, Recorded in Book 72, Page 26 of the Public Records of Johnson County, Kansas

DESCRIPTION:

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, Township 13 S., Range 23 E. in the City of Olathe, Johnson County, Kansas, and being more particularly described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$ of said Section 8; thence S. 3°04'31" E. along the E. line of said NW $\frac{1}{4}$, a distance of 68.74 feet to the Point of Beginning of the herein after described tract; thence continuing S. 3°04'31" E. along said E. line, a distance of 690.50 feet; thence S. 50°55'29" W., a distance of 196.00 feet; thence N. 87°34'31" W., a distance of 154.00 feet; thence S. 77°25'29" W., a distance of 106.00 feet; thence N 89°07'11" E., a distance of 380.00 feet; thence N. 65°08'22" W., a distance of 132.71 feet; thence N. 45°13'42" E., a distance of 175.00 feet; thence N. 15°45'25" E., a distance of 88.10 feet; thence N. 25°58'32" E., a distance of 251.70 feet; thence N. 5°13'40" E., a distance of 174.56 feet; thence N. 27°38'18" W., a distance of 194.11 feet; thence easterly along a curve to the right which has an initial tangent bearing of N. 62°21'42" E., a radius of 570.00 feet, a central angle of 49°38'18", and a length of 493.82 feet; thence easterly along a curve to the left which has a radius of 497.69 feet, a central angle of 24°46'57" and a length of 215.27 feet to the Point of Beginning and containing 13.831 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

This instrument filed by
Security Land Title Company

Acem.

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STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, MAY -5 A 10:07.5

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

SARA F. ULLMANN
REGISTER OF DEEDS

WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR THE SIXTEENTH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of May, 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 Volume 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

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 22, 23, 24, 25, 26, 27 and 28, Cedar Creek Village I, Sixteenth 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 22, 23, 24, 25, 26, 27 and 28, Cedar Creek Village I, Sixteenth 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.

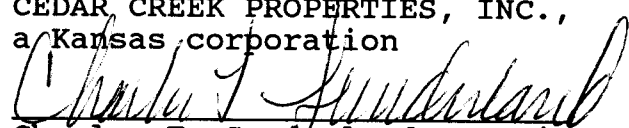
However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

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, President

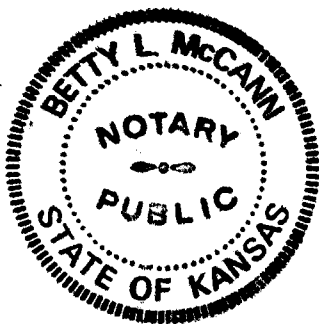
Attest:


Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 3rd day of May, 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

Additional PropertyDescription:

Parts 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 Northeast One-Quarter of said Section 7, Township 13, Range 23; thence S 88°19'21" W along the South line of said Northeast One-Quarter a distance of 968.85 feet to its intersection with the Southerly line of Cedar Creek Village I Second Plat, said point being the Point of Beginning; thence S 57°13'09" E along the Southerly line of said Second Plat and along the Southerly line of Cedar Creek Village I Third Plat a distance of 266.62 feet; thence S 72°00'47" E along the Southerly line of said Third Plat a distance of 162.91 feet; thence S 39°14'53" E along the said Southerly line a distance of 47.17 feet; thence S 39°14'53" E along the said Southerly line a distance of 144.62 feet to the most Southerly corner of Lot 10 of said Third Plat; thence S 56°56'40" W a distance of 241.05 feet; thence S 82°47'15" W a distance of 277.36 feet; thence N 85°11'45" W a distance of 533.92 feet; thence N 29°57'57" W a distance of 85.99 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of S 44°35'55" W, a radius of 318.96 feet, a central angle of 07°08'16" and a length of 39.74 feet to a Point of Compound Curvature; thence along a curve to the left having a radius of 125.00 feet, a central angle of 109°55'17" and a length of 239.81 feet; thence S 21°06'29" W a bearing of N 53°15'26" W, a radius of 175.00 feet, a central angle of 31°16'10" and a length of 95.51 feet; thence S 40°40'27" W a distance of 66.62 feet to the left having a radius of 150.00 feet, a central angle of 38°18'49" and a length of 100.31 feet; thence S 63°19'45" W a distance of 337.45 feet; thence S 71°17'21" W a distance of 133.24 feet; thence S 63°42'12" W a distance of 106.60 feet; thence N 28°58'17" W a distance of 158.00 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of S 59°05'28" W, a radius of 525.00 feet, a central angle of 03°52'31" and a length of 35.51 feet; thence N 29°40'28" W a distance of 122.26 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of N 08°12'15" E, a radius of 50.00 feet, a central angle of 78°04'31" and a length of 68.13 feet to a Point of Reverse Curvature; thence along a curve to the right having a chord bearing of N 10°41'33" W, a radius of 60.00 feet, a central angle of 40°16'54" and a length of 42.18 feet to a Point of Compound Curvature; thence along a curve to the right having a chord bearing of N 52°38'39" E, a radius of 200.00 feet, a central angle of 86°23'30" and a length of 301.56 feet to a Point of Tangency; thence S 84°09'36" E a distance of 92.13 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of N 83°26'45" E, a radius of 225.00 feet, a central angle of 24°47'18" and a length of 97.34 feet to a Point of Tangency; thence N 71°03'06" E a distance of 52.67 feet to a Point of Curvature; thence along a curve to the right having a chord bearing of N 77°46'33" E, a radius of 400.00 feet, a central angle of 13°26'53" and a length of 93.89 feet; thence N 05°30'00" W a distance of 50.00 feet; thence N 07°06'57" E a distance of 256.52 feet; thence N 72°39'05" E a distance of 111.43 feet; thence N 01°29'42" E a distance of 157.99 feet; thence N 64°28'24" E a distance of 123.57 feet; thence S 50°53'43" E a distance of 157.99 feet; thence along the Southerly line of Cedar Creek Village I Second Plat; thence S 74°57'32" E along the said Southerly line a distance of 214.66 feet; thence S 50°53'43" E along the said Southerly line a distance of 151.93 feet; thence S 77°00'53" E along the said Southerly line a distance of 115.75 feet; thence S 40°36'53" E along the said Southerly line a distance of 49.10 feet; thence N 88°13'32" E along the said Southerly line a distance of 131.15 feet; thence S 65°43'28" E along the said Southerly line a distance of 111.03 feet; thence S 57°13'09" E along the said Southerly line a distance of 310.83 feet to the Point of Beginning and containing 33.9463 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

This instrument filed by
Security Land Title Company
Acem.

Reference: Book _____

Page _____

2243403

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR THE SIXTEENTH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of May, 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, Condition 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 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 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.

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
COUNTY OF JOHNSON
FILED FOR RECORD

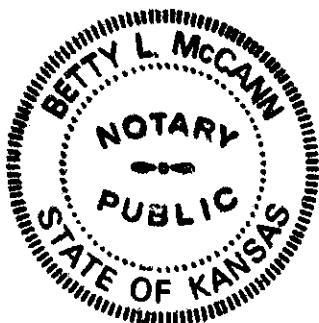
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SARA F. ULLMANN
REGISTER OF DEEDS

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 3rd day of May, 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

EVOL 3921 PAGE 187

Additional PropertyDescription:

Parts 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 Northeast One-Quarter of said Section 7, Township 13, Range 23; thence S 68°19'21" W along the South line of said Northeast One-Quarter a distance of 968.85 feet to its intersection with the Southerly line of Cedar Creek Village I Second Plat, said point being the Point of Beginning; thence S 57°13'09" E along the Southerly line of said Second Plat and along the Southerly line of Cedar Creek Village I Third Plat a distance of 266.62 feet; thence S 72°00'47" E along the Southerly line of said Third Plat a distance of 162.91 feet; thence S 39°14'53" E along the said Southerly line a distance of 50.00 feet; thence N 50°45'07" E along the said Southerly line a distance of 144.62 feet to the most Southerly corner of Lot 10 of said Third Plat; thence S 56°56'40" W a distance of 241.05 feet; thence S 82°47'15" W a distance of 85.99 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of S 44°35'55" W, a radius of 318.96 feet, a central angle of 07°08'16" and a length of 39.74 feet to a Point of Compound Curvature; thence along a curve to the left having a radius of 125.00 feet, a central angle of 109°55'17" and a length of 239.81 feet; thence S 21°06'29" W a bearing of N 53°15'26" W, a radius of 175.00 feet, a central angle of 31°16'10" and a length of 95.51 feet; thence S 40°40'27" W a distance of 66.62 feet; thence N 78°21'26" W a distance of 288.70 feet to a Point of Curvature; thence along a curve to the left having a radius of 150.00 feet, a central angle of 38°18'49" and a length of 100.31 feet; thence S 63°19'45" W a distance of 337.45 feet; thence S 71°17'21" W a distance of 133.24 feet; thence S 63°42'12" W a distance of 106.60 feet; thence N 28°58'17" W a distance of 158.00 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of S 59°05'28" W, a radius of 525.00 feet, a central angle of 03°52'31" and a length of 35.51 feet; thence N 29°40'28" W a distance of 122.26 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of N 08°12'15" E, a radius of 50.00 feet, a central angle of 78°04'31" and a length of 68.13 feet to a Point of Reverse Curvature; thence along a curve to the right having a chord bearing of N 10°41'33" W, a radius of 60.00 feet, a central angle of 40°16'54" and a length of 42.18 feet to a Point of Compound Curvature; thence along a curve to the right having a chord bearing of N 52°38'39" E, a radius of 200.00 feet, a central angle of 86°23'30" and a length of 301.56 feet to a Point of Tangency; thence S 84°09'36" E a distance of 92.13 feet to a Point of Curvature; thence along a curve to the left having a chord bearing of N 83°26'45" E, a radius of 225.00 feet, a central angle of 24°47'18" and a length of 97.34 feet to a Point of Tangency; thence N 71°03'06" E a distance of 52.67 feet to a Point of Curvature; thence along a curve to the right having a chord bearing of N 77°46'33" E, a radius of 400.00 feet, a central angle of 13°26'53" and a length of 93.89 feet; thence N 05°30'00" W a distance of 50.00 feet; thence N 07°06'57" E a distance of 256.52 feet; thence N 72°39'05" E a distance of 111.43 feet; thence N 01°29'42" E a distance of 157.99 feet; thence N 64°28'24" E a distance of 123.57 feet; thence S 74°57'32" E along the said Southerly line a distance of 214.66 feet; thence S 50°53'43" E along the said Southerly line a distance of 151.93 feet; thence S 77°00'53" E along the said Southerly line a distance of 115.75 feet; thence S 40°36'53" E along the said Southerly line a distance of 49.10 feet; thence N 88°13'32" E along the said Southerly line a distance of 131.15 feet; thence S 65°43'28" E along the said Southerly line a distance of 111.03 feet; thence S 57°13'09" E along the said Southerly line a distance of 310.83 feet to the Point of Beginning and containing 33.9463 acres, more or less.

STATE OF KANSAS

1200 1994 APR 28 P 3:21.1

COUNTY OF JOHNSON

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
(Seventeenth 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 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.

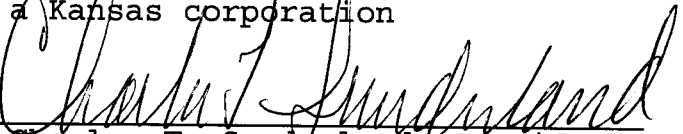
However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

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.

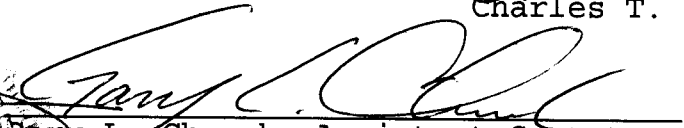
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

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

By:


Charles T. Sunderland, President

Attest:


Gary L. Church, Assistant Secretary

(SEAL)

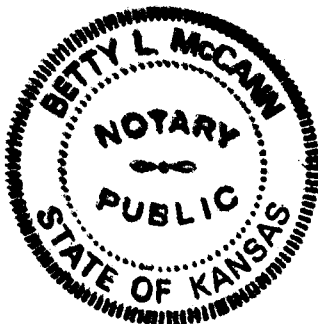
STATE OF KANSAS)


) ss.

COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 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.




NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Seventeenth Plat - Recorded in Book 86, Page 28 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 Northeast corner of the above-described Southeast One-Quarter; thence South $02^{\circ}08'34''$ East along the East line thereof a distance of 1118.41 feet to a point; thence South $87^{\circ}51'26''$ West a distance of 479.15 feet to the most Southerly corner of Lot 22 of Cedar Creek Village I Fourth Plat, said point being the Point of Beginning; thence South $50^{\circ}44'01''$ West a distance of 462.65 feet to a point; thence South $85^{\circ}49'25''$ West a distance of 99.62 feet to a point; thence South $74^{\circ}17'31''$ West a distance of 50.00 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $15^{\circ}42'29''$ West, a central angle of $13^{\circ}11'53''$, a radius of 300.00 feet and a length of 69.11 feet to a point; thence South $86^{\circ}03'21''$ West a distance of 234.78 feet to a point; thence North $13^{\circ}17'18''$ West a distance of 216.00 feet to a point; thence North $25^{\circ}15'59''$ West a distance of 50.92 feet to a point; thence North $00^{\circ}21'35''$ West a distance of 147.96 feet to a point; thence North $31^{\circ}26'59''$ West a distance of 141.98 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $16^{\circ}36'00''$ East, a central angle of $43^{\circ}10'31''$, a radius of 150.00 feet and a length of 113.03 feet to a point; thence North $70^{\circ}34'41''$ East a distance of 76.00 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $61^{\circ}17'29''$ West, a central angle of $07^{\circ}36'01''$, a radius of 275.00 feet and a length of 36.48 feet to a point; thence North $68^{\circ}53'31''$ West a distance of 183.13 feet to a point; thence North $21^{\circ}06'29''$ East a distance of 50.00 feet to a point; thence South $68^{\circ}53'31''$ East a distance of 183.13 feet to a point in a curve; thence along a curve to the right having an initial tangent bearing of South $68^{\circ}53'31''$ East, a central angle of $31^{\circ}32'59''$, a radius of 325.00 feet and a length of 178.96 feet to a point; thence North $37^{\circ}24'51''$ East a distance of 91.00 feet to a point; thence South $74^{\circ}25'09''$ East a distance of 421.90 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of South $74^{\circ}25'09''$ East, a central angle of $19^{\circ}31'05''$, a radius of 150.00 feet and a length of 51.10 feet to the Northwest corner of Lot 21 of Cedar Creek Village I Fourth Plat; thence South $03^{\circ}55'51''$ East along the West line of said Lot 21 a distance of 21.67 feet to a point; thence South $36^{\circ}38'55''$ East along the West line of Lots 21 and 22 of said Cedar Creek Village I Fourth Plat a distance of 352.39 feet to the Point of Beginning and containing 10.555 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

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SARA F. ULLMANN
REGISTER OF DEEDS

AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CEDAR CREEK VILLAGE I
(SEVENTEENTH PLAT)

THIS AMENDMENT, is made this 8th day of June, 1995, 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 Cedar Creek Village I, recorded in Deed Book 3012, Page 124, of the public records of Johnson County, Kansas (the "Declaration");

WHEREAS, the Declaration has been amended by documents recorded April 2, 1991 in Volume 3326, Page 311, et seq., October 29, 1991 in Volume 3449, Page 394, et seq., November 23, 1993 in Volume 4155, Page 243, et seq., December 27, 1994 in Volume 4495, Page 260, et seq., and March 10, 1995 in Volume 4539 at Page 873;

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I, dated April 28, 1994, was recorded in Deed Book 4316, Page 215, of the public records of Johnson County, Kansas (the "Supplemental Declaration"); and

WHEREAS, pursuant to the terms of Article II of the Supplemental Declaration, so long as the Declarant still owns property described in Exhibit A to the Supplemental Declaration

or described in Article VII, Section 1 of the Declaration for development as part of the Village Properties (as therein defined), the Declarant may unilaterally amend the Supplemental Declaration, provided the amendment has no material adverse affect upon any right of any Owner.

WHEREAS, Declarant is the owner of property described in Exhibit A to the Supplemental Declaration and property described in Article VII, Section 1 of the Declaration for development as part of the Village Properties;

WHEREAS, Declarant desires to amend the Supplemental Declaration to include an additional parcel of real property (the "Additional Parcel") within the Additional Property subject to the Supplemental Declaration, which Additional Parcel, together with Lot 19, Cedar Creek Village I, Seventeenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof ("Lot 19") is to form a single Unit under the terms of the Declaration;

WHEREAS, the amendment has no material adverse affect on any right of any Owner as referenced in Article II of the Supplemental Declaration; and

WHEREAS, C. A. Koehler Contracting, Inc. and Janis M. Steinbrecher, holders of equitable interests in the Additional Parcel pursuant to certain currently-effective purchase agreements respecting the Additional Parcel and Lot 19, execute this Amendment in order to evidence their consent hereto.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Supplemental Declaration as follows:

1.

Exhibit A to the Supplemental Declaration is hereby amended by adding the following at the end thereof:

Additional Description

Tract 15, Shadow Glen Golf Course, Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

IN WITNESS WHEREOF, Declarant, C. A. Koehler Contracting, Inc. and Janis M. Steinbrecher do hereby set their hands and seals to this Amendment.

CEDAR CREEK PROPERTIES, INC.

By:

Charles T. Sunderland
Charles T. Sunderland, President

Attest:

Teresa Hoffman
Teresa Hoffman, Secretary

C. A. KOEHLER CONTRACTING, INC.

By:

Charles A. Koehler, Jr.
Charles A. Koehler, Jr., Vice President

(SEAL)

Attest:

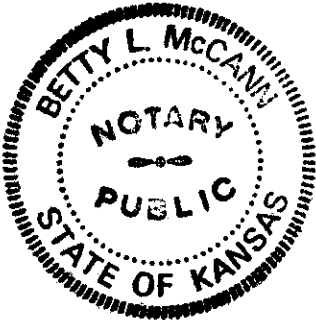
Charles A. Koehler, Jr.
Charles A. Koehler, Jr., Secretary

Janis M. Steinbrecher
Janis M. Steinbrecher, a single person

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Teresa Hoffman, 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

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 12 day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, came CHARLES A KOEHLER JR, Vice President, and CHARLES A KOEHLER JR, Secretary, of C. A. Koehler Contracting, 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.



Shirley Gibbons
NOTARY PUBLIC

SHIRLEY GIBBONS
Print Name

My Commission Expires: 5/29/98

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this
12 day of June, 1995 by Janis M. Steinbrecher, a
single person.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal at my office in Leawood, Kansas the
day and year above written.



Shirley G. Gibbons
NOTARY PUBLIC

SHIRLEY GIBBONS
Print Name

My Commission Expires: 5/29/98

STATE OF KANSAS

1200 1994 APR 28 P 3:21.0

COUNTY OF JOHNSON

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY
(Seventeenth 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.

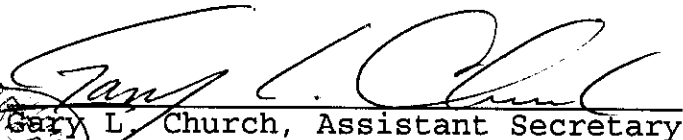
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

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

By:


Charles T. Sunderland, President

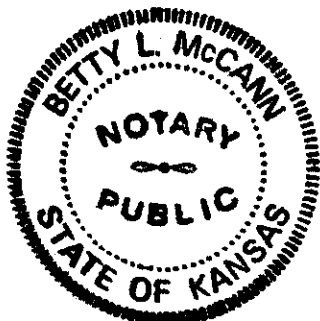
Attest:


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.




NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Seventeenth Plat - Recorded in Book 86, Page 28 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 Northeast corner of the above-described Southeast One-Quarter; thence South $02^{\circ}08'34''$ East along the East line thereof a distance of 1118.41 feet to a point; thence South $87^{\circ}51'26''$ West a distance of 479.15 feet to the most Southerly corner of Lot 22 of Cedar Creek Village I Fourth Plat, said point being the Point of Beginning; thence South $50^{\circ}44'01''$ West a distance of 462.65 feet to a point; thence South $85^{\circ}49'25''$ West a distance of 99.62 feet to a point; thence South $74^{\circ}17'31''$ West a distance of 50.00 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $15^{\circ}42'29''$ West, a central angle of $13^{\circ}11'53''$, a radius of 300.00 feet and a length of 69.11 feet to a point; thence South $86^{\circ}03'21''$ West a distance of 234.78 feet to a point; thence North $13^{\circ}17'18''$ West a distance of 216.00 feet to a point; thence North $25^{\circ}15'59''$ West a distance of 50.92 feet to a point; thence North $00^{\circ}21'35''$ West a distance of 147.96 feet to a point; thence North $31^{\circ}26'59''$ West a distance of 141.98 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $16^{\circ}36'00''$ East, a central angle of $43^{\circ}10'31''$, a radius of 150.00 feet and a length of 113.03 feet to a point; thence North $70^{\circ}34'41''$ East a distance of 76.00 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of North $61^{\circ}17'29''$ West, a central angle of $07^{\circ}36'01''$, a radius of 275.00 feet and a length of 36.48 feet to a point; thence North $68^{\circ}53'31''$ West a distance of 183.13 feet to a point; thence North $21^{\circ}06'29''$ East a distance of 50.00 feet to a point; thence South $68^{\circ}53'31''$ East a distance of 183.13 feet to a point in a curve; thence along a curve to the right having an initial tangent bearing of South $68^{\circ}53'31''$ East, a central angle of $31^{\circ}32'59''$, a radius of 325.00 feet and a length of 178.96 feet to a point; thence North $37^{\circ}24'51''$ East a distance of 91.00 feet to a point; thence South $74^{\circ}25'09''$ East a distance of 421.90 feet to a point in a curve; thence along a curve to the left having an initial tangent bearing of South $74^{\circ}25'09''$ East, a central angle of $19^{\circ}31'05''$, a radius of 150.00 feet and a length of 51.10 feet to the Northwest corner of Lot 21 of Cedar Creek Village I Fourth Plat; thence South $03^{\circ}55'51''$ East along the West line of said Lot 21 a distance of 21.67 feet to a point; thence South $36^{\circ}38'55''$ East along the West line of Lots 21 and 22 of said Cedar Creek Village I Fourth Plat a distance of 352.39 feet to the Point of Beginning and containing 10.555 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

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SARA F. ULLMANN
REGISTER OF DEEDS

AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS FOR THE CEDAR CREEK COMMUNITY
(SEVENTEENTH PLAT)

THIS AMENDMENT, is made this 8th day of June, 1995, 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 (the "Declaration");

WHEREAS, the Declaration has been amended by documents recorded April 2, 1991 in Volume 3326, Page 299, et seq., and December 27, 1994 in Volume 4495 at Page 254;

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions for the Cedar Creek Community, dated April 28, 1994, was recorded in Deed Book 4316, Page 211, of the public records of Johnson County, Kansas (the "Supplemental Declaration"); and

WHEREAS, pursuant to the terms of Article II of the Supplemental Declaration, so long as the Declarant still owns property described in Exhibit A to the Supplemental Declaration or described in Article VII, Section 1 of the Declaration for development as part of the Village Properties (as therein

defined), the Declarant may unilaterally amend the Supplemental Declaration, provided the amendment has no material adverse affect upon any right of any Owner.

WHEREAS, Declarant is the owner of property described in Exhibit A to the Supplemental Declaration and property described in Article VII, Section 1 of the Declaration for development as part of the Village Properties;

WHEREAS, Declarant desires to amend the Supplemental Declaration to include an additional parcel of real property (the "Additional Parcel") within the Additional Property subject to the Supplemental Declaration, which Additional Parcel, together with Lot 19, Cedar Creek Village I, Seventeenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof ("Lot 19") is to form a single Unit under the terms of the Declaration;

WHEREAS, the amendment has no material adverse affect on any right of any Owner as referenced in Article II of the Supplemental Declaration; and

WHEREAS, C. A. Koehler Contracting, Inc. and Janis M. Steinbrecher, holders of equitable interests in the Additional Parcel pursuant to certain currently-effective purchase agreements respecting the Additional Parcel and Lot 19, execute this Amendment in order to evidence their consent hereto.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Supplemental Declaration as follows:

1.

Exhibit A to the Supplemental Declaration is hereby amended
by adding the following at the end thereof:

Additional Description

Tract 15, Shadow Glen Golf Course, Fifth Plat, a
subdivision in the City of Olathe, Johnson County,
Kansas, according to the recorded plat thereof.

IN WITNESS WHEREOF, Declarant, C. A. Koehler Contracting,
Inc. and Janis M. Steinbrecher do hereby set their hands and
seals to this Amendment.

CEDAR CREEK PROPERTIES, INC.

By:


Charles T. Sunderland

Charles T. Sunderland, President

Attest:

Teresa Hoffman

Teresa Hoffman, Secretary

C. A. KOEHLER CONTRACTING, INC.

By:

Charles A. Koehler, Jr.

Charles A. Koehler, Jr. Vice President

(SEAL)

Attest:

Charles A. Koehler, Jr.

Charles A. Koehler, Jr. Secretary

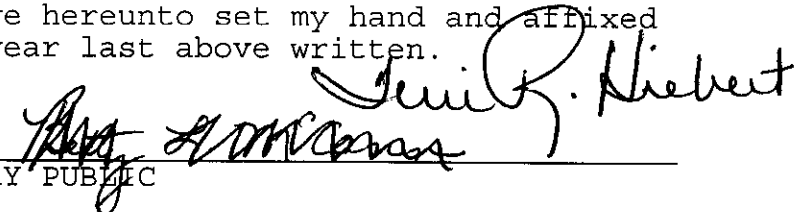
Janis M. Steinbrecher

Janis M. Steinbrecher, a single person

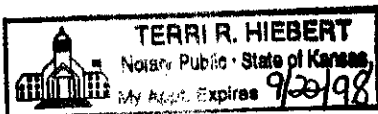
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 8th day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Teresa Hoffman, 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

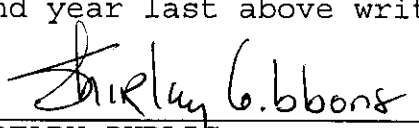
Print Name

My Commission Expires: April 10, 1998

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 12 day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, came CHARLES A KOEHLER, JR, VICE President, and Charles A Koehler, Jr, Secretary, of C. A. Koehler Contracting, 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



SHIRLEY GIBBONS

Print Name

My Commission Expires: 5/29/98

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this
12 day of June, 1995 by Janis M. Steinbrecher, a
single person.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal at my office in Leawood, Kansas the
day and year above written.

Shirley G. Gibbons
NOTARY PUBLIC

SHIRLEY GIBBONS
Print Name

My Commission Expires: 5/29/98



Accom STATE OF KANSAS

COUNTY OF JOHNSON

1994 OCT 19 P 3:11.3

1800 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 THE NINETEENTH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 17th 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 Volume 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

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 1, 2, 3, 4, 5, 6, 7, 8 and 9, Cedar Creek Village I, Nineteenth Plat (the "Grinder Pump Lots"). However, ejector pumps and other nongrinder 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 1, 2, 3, 4, 5, 6, 7, 8 and 9, Cedar Creek Village I, Nineteenth 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 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

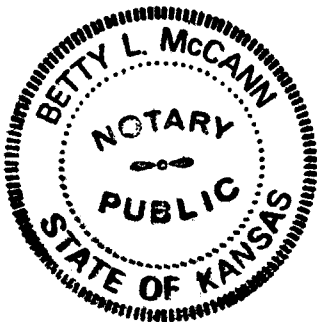


EXHIBIT "A"

Additional Property

Cedar Creek Village I, Nineteenth Plat - Recorded in Book 89, Page 11 of the Public Records of Johnson County, Kansas.

Description

Parts 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 Northeast One-Quarter of said Section 7, Township 13, Range 23; thence South $88^{\circ}19'21''$ West along the South line of said Northeast One-Quarter a distance of 2301.99 feet to its intersection with the Westerly line of Cedar Creek Village I Sixteenth Plat, said point being the Point of Beginning; thence South $07^{\circ}06'57''$ West on the said Westerly line a distance of 36.14 feet to the Southwest corner of Lot 28 in said Sixteenth Plat; thence South $05^{\circ}30'00''$ East on the said Westerly line a distance of 50.00 feet to a point in a curve on the North line of Lot 31 of said Sixteenth Plat; thence Southwesterly along the said North line of Lot 31 on a curve to the left having a radius of 400.00 feet, a central angle of $13^{\circ}26'53''$, a chord bearing of South $77^{\circ}46'33''$ West and a distance of 93.89 feet to a point; thence South $71^{\circ}03'06''$ West on the said North line of Lot 31 a distance of 52.67 feet to a point of curvature; thence Westerly on the North line of Lots 31, 32, 36 and 37 of said Sixteenth Plat on a curve to the right, having a radius of 225.00 feet, a central angle of $24^{\circ}47'18''$, a chord bearing of South $83^{\circ}26'45''$ West and a distance of 97.34 feet to a point; thence North $84^{\circ}09'36''$ West along the said North line of Lot 37 a distance of 92.13 feet to a point of curvature; thence Westerly and Southwesterly on the North line of Lot 37 and the Westerly line of Lot 38 of said Sixteenth Plat, on a curve to the left, having a radius of 200.00 feet, a central angle of $86^{\circ}23'30''$, a chord bearing of South $52^{\circ}38'39''$ West and a distance of 301.56 feet to a point of compound curvature; thence Southerly on the said Westerly line of Lot 38 on a curve to the left, having a radius of 60.00 feet, a central angle of $40^{\circ}16'54''$ and a length of 42.18 feet to a point of reverse curvature; thence Southerly on the West line of Lot 39 of said Sixteenth Plat on a curve to the right, having a radius of 50.00 feet, a central angle of $78^{\circ}04'31''$ and a distance of 68.13 feet to a point; thence South $42^{\circ}45'30''$ East on the said West line of Lot 39, a distance of 122.26 feet to a point; thence South $60^{\circ}17'05''$ West a distance of 124.28 feet; thence South $76^{\circ}35'59''$ West a distance of 192.00 feet; thence North $06^{\circ}59'00''$ East a distance of 150.00 feet; thence North $17^{\circ}37'51''$ West a distance of 363.74 feet; thence North $32^{\circ}04'02''$ East a distance of 222.19 feet; thence North $73^{\circ}32'33''$ East a distance of 197.26 feet; thence North $87^{\circ}22'20''$ East a distance of 174.85 feet; thence North $54^{\circ}52'23''$ East a distance of 256.57 feet; thence South $82^{\circ}57'59''$ East a distance of 142.12 feet; thence South $33^{\circ}10'29''$ East a distance of 83.78 feet to the Northwest corner of Lot 28 of said Sixteenth Plat; thence South $07^{\circ}06'57''$ West on the West line of said Lot 28 a distance of 220.38 feet to the Point of Beginning and containing 8.4778 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

STATE OF KANSAS }
COUNTY OF JOHNSON } ss
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SUPPLEMENTAL DECLARATION OF COVENANTS SARA F. ULLMANN
REGISTER OF DEEDS

FOR THE CEDAR CREEK COMMUNITY

FOR THE NINETEENTH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 17th 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 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 (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)

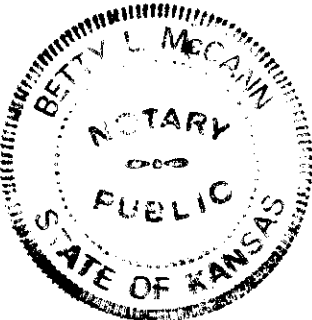
STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of 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 Creek Village I, Nineteenth Plat - Recorded in Book 89, Page 11 of the Public Records of Johnson County, Kansas.

Description

Parts 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 Northeast One-Quarter of said Section 7, Township 13, Range 23; thence South 88° 19' 21" West along the South line of said Northeast One-Quarter a distance of 2301.99 feet to its intersection with the Westerly line of Cedar Creek Village I Sixteenth Plat, said point being the Point of Beginning; thence South 07° 06' 57" West on the said Westerly line a distance of 36.14 feet to the Southwest corner of Lot 28 in said Sixteenth Plat; thence South 05° 30' 00" East on the said Westerly line a distance of 50.00 feet to a point in a curve on the North line of Lot 31 of said Sixteenth Plat; thence Southwesterly along the said North line of Lot 31 on a curve to the left having a radius of 400.00 feet, a central angle of 13° 26' 53", a chord bearing of South 77° 46' 33" West and a distance of 93.89 feet to a point; thence South 71° 03' 06" West on the said North line of Lot 31 a distance of 52.67 feet to a point of curvature; thence Westerly on the North line of Lots 31, 32, 36 and 37 of said Sixteenth Plat on a curve to the right, having a radius of 225.00 feet, a central angle of 24° 47' 18", a chord bearing of South 83° 26' 45" West and a distance of 97.34 feet to a point; thence North 84° 09' 36" West along the said North line of Lot 37 a distance of 92.13 feet to a point of curvature; thence Westerly and Southwesterly on the North line of Lot 37 and the Westerly line of Lot 38 of said Sixteenth Plat, on a curve to the left, having a radius of 200.00 feet, a central angle of 86° 23' 30", a chord bearing of South 52° 38' 39" West and a distance of 301.56 feet to a point of compound curvature; thence Southerly on the said Westerly line of Lot 38 on a curve to the left, having a radius of 60.00 feet, a central angle of 40° 16' 54" and a length of 42.18 feet to a point of reverse curvature; thence Southerly on the West line of Lot 39 of said Sixteenth Plat on a curve to the right, having a radius of 50.00 feet, a central angle of 78° 04' 31" and a distance of 68.13 feet to a point; thence South 42° 45' 30" East on the said West line of Lot 39, a distance of 122.26 feet to a point; thence South 60° 17' 05" West a distance of 124.28 feet; thence South 76° 35' 59" West a distance of 192.00 feet; thence North 06° 59' 00" East a distance of 150.00 feet; thence North 17° 37' 51" West a distance of 363.74 feet; thence North 32° 04' 02" East a distance of 222.19 feet; thence North 73° 32' 33" East a distance of 197.26 feet; thence North 87° 22' 20" East a distance of 174.85 feet; thence North 54° 52' 23" East a distance of 256.57 feet; thence South 82° 57' 59" East a distance of 142.12 feet; thence South 33° 10' 29" East a distance of 83.78 feet to the Northwest corner of Lot 28 of said Sixteenth Plat; thence South 07° 06' 57" West on the West line of said Lot 28 a distance of 220.38 feet to the Point of Beginning and containing 8.4778 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

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COUNTY OF JOHNSON 135
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SARA FULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR THE TWENTIETH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of October, 1995, 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 Volume 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, and 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 (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 2 through 43, Cedar Creek Village I, Twentieth Plat (the "Grinder Pump Lots"). However, ejector pumps and other nongrinder 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 2 through 43, Cedar Creek Village I, Twentieth 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

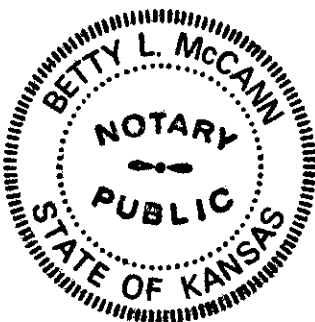
By: Charles T. Sunderland
Charles T. Sunderland, President

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

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

BE IT REMEMBERED that on this 23rd day of October, 1995, 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 Creek Village I, Twentieth Plat - Recorded in Book 92, Page 49 of the Public Records of Johnson County, Kansas.

Description

Parts of the SE¼ and SW¼ of Section 7, Township 13 S, Range 23 E and Lot 15 of Cedar Creek Village I Seventeenth Plat in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the SE corner of the said SE¼; thence S 88°10'14" W on the S line thereof a distance of 954.96 feet; thence N 01°49'46" W a distance of 932.87 feet to the most Northerly corner of Lot 49 as platted in Cedar Glen Second Plat, said point being the Point of Beginning; thence S 47°25'49" W on the NW line of said Lot 49 a distance of 141.41 feet to the most Northerly corner of Lot 50 of said subdivision; thence S 33°03'07" W on the NW line of Lots 50 and 51 of said subdivision a distance of 137.60 feet to a point on a curve in the Easterly line of Tract 13, Shadow Glen Golf Course Fifth Plat; thence Northwesterly on said Easterly line and on a curve to the left having a radius of 75.00 feet, an initial tangent bearing of N 33°03'07" E, a central angle of 148°56'15" and an arc length of 194.96 feet; thence S 64°04'41" W on said Easterly line a distance of 571.71 feet; thence N 61°30'32" W a distance of 992.80 feet to a point on a curve in the Easterly line of Tract 14, Shadow Glen Golf Course Fifth Plat; thence Northerly on said Easterly line and on a curve to the left having a radius of 150.00 feet, an initial tangent bearing of N 28°29'28" E, a central angle of 109°18'40" and an arc length of 286.18 feet; thence N 70°34'45" E on said Easterly line a distance of 318.14 feet to a point of curvature; thence Northerly on said Easterly line and on a curve to the left having a radius of 150.00 feet, a central angle of 136°34'45" and an arc length of 357.56 feet; thence N 62°31'00" E on said Easterly line a distance of 143.91 feet; thence S 76°15'00" E on said Easterly line a distance of 70.47 feet to a point on a curve; thence Easterly on said Easterly line and on a curve to the right having a radius of 50.00 feet, an initial tangent bearing of N 24°00'38" E, a central angle of 88°37'24" and an arc length of 77.34 feet to a point of reverse curvature; thence Easterly on said Easterly line and on a curve to the left having a radius of 60.00 feet, a central angle of 39°24'02" and an arc length of 41.26 feet; thence N 73°14'00" E on said Easterly line a distance of 186.94 feet to a point of curvature; thence Easterly on said Easterly line and on a curve to the right having a radius of 235.00 feet, a central angle of 76°46'00" and an arc length of 314.86 feet; thence N 60°00'00" E on said Easterly line a distance of 38.56 feet; thence S 78°21'26" E on said Easterly line a distance of 35.92 feet to a point of curvature; thence Easterly on said Easterly line and on a curve to the left having a radius of 150.00 feet, a central angle of 85°02'34" and an arc length of 222.64 feet to a point in the W line of Lot 19 as platted in Cedar Creek Village I Seventeenth Plat; thence S 31°26'59" E on the W line of Lots 19 and 18 of said subdivision a distance of 141.98 feet to the NW corner of Lot 17 of said subdivision; thence S 00°21'35" E on the W line of said Lot 17 a distance of 147.96 feet to the SW corner thereof; thence S 25°16'00" E on the W line of said subdivision a distance of 50.92 feet to the NW corner of Lot 16 of said subdivision; thence S 13°17'18" E on the W line of said Lot 16 a distance of 176.00 feet to the SW corner thereof; thence N 51°56'11" E on the S line of said Lot 16 a distance of 174.48 feet to the SE corner thereof, said point being on a curve; thence Southeasterly on a curve to the left and on the W Right-of-Way line of Cedar-Niles Circle as platted in said subdivision, having a radius of 325.00 feet, an initial tangent bearing of S 38°03'49" E, a central angle of 04°03'10" and an arc length of 22.99 feet; thence S 42°06'59" E on said Right-of-Way line a distance of 76.29 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the right having a radius of 300.00 feet, an initial tangent bearing of S 42°06'59" E, a central angle of 26°24'30", and an arc length of 138.28 feet to the NW corner of Cedar-Niles Circle Right-of-Way as platted in Cedar Glen Second Plat; thence S 15°42'29" E on the W Right-of-Way line of said Cedar-Niles Circle a distance of 50.00 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the right having a radius of 380.24 feet, a central angle of 07°03'37" and an arc length of 46.86 feet; thence S 08°38'51" E on said Right-of-Way line a distance of 80.65 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the left having a radius of 1242.65 feet, a central angle of 02°21'09" and an arc length of 51.02 feet; thence S 11°00'00" E on said Right-of-Way line a distance of 50.00 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the left having a radius of 249.79 feet, a central angle of 03°30'00" and an arc length of 15.26 feet to the Point of Beginning and containing 30.3273 acres, more or less.

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This instrument filed by
Security Land Title Company
Accm

STATE OF KANSAS

COUNTY OF JOHNSON

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

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SARA F. ULLMANN
REGISTER OF DEEDS

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SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR THE TWENTIETH PLAT, SHADOW HIGHLANDS

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of October, 1995, 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

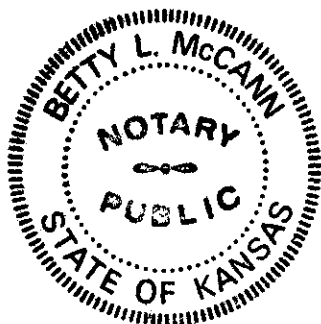
Attest:

Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 23rd day of October, 1995, 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 Creek Village I, Twentieth Plat - Recorded in Book 92, Page 49 of the Public Records of Johnson County, Kansas.

Description

Parts of the SE¼ and SW¼ of Section 7, Township 13 S, Range 23 E and Lot 15 of Cedar Creek Village I Seventeenth Plat in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the SE corner of the said SE¼; thence S 88°10'14" W on the S line thereof a distance of 954.96 feet; thence N 01°49'46" W a distance of 932.87 feet to the most Northerly corner of Lot 49 as platted in Cedar Glen Second Plat, said point being the Point of Beginning; thence S 47°25'49" W on the NW line of said Lot 49 a distance of 141.41 feet to the most Northerly corner of Lot 50 of said subdivision; thence S 33°03'07" W on the NW line of Lots 50 and 51 of said subdivision a distance of 137.60 feet to a point on a curve in the Easterly line of Tract 13, Shadow Glen Golf Course Fifth Plat; thence Northwesterly on said Easterly line and on a curve to the left having a radius of 75.00 feet, an initial tangent bearing of N 33°03'07" E, a central angle of 148°56'15" and an arc length of 194.96 feet; thence S 64°04'41" W on said Easterly line a distance of 571.71 feet; thence N 61°30'32" W a distance of 992.80 feet to a point on a curve in the Easterly line of Tract 14, Shadow Glen Golf Course Fifth Plat; thence Northerly on said Easterly line and on a curve to the left having a radius of 150.00 feet, an initial tangent bearing of N 28°29'28" E, a central angle of 109°18'40" and an arc length of 286.18 feet; thence N 70°34'45" E on said Easterly line a distance of 318.14 feet to a point of curvature; thence Northerly on said Easterly line and on a curve to the left having a radius of 150.00 feet, a central angle of 136°34'45" and an arc length of 357.56 feet; thence N 62°31'00" E on said Easterly line a distance of 143.91 feet; thence S 76°15'00" E on said Easterly line a distance of 70.47 feet to a point on a curve; thence Easterly on said Easterly line and on a curve to the right having a radius of 50.00 feet, an initial tangent bearing of N 24°00'38" E, a central angle of 88°37'24" and an arc length of 77.34 feet to a point of reverse curvature; thence Easterly on said Easterly line and on a curve to the left having a radius of 60.00 feet, a central angle of 39°24'02" and an arc length of 41.26 feet; thence N 73°14'00" E on said Easterly line a distance of 186.94 feet to a point of curvature; thence Easterly on said Easterly line and on a curve to the right having a radius of 235.00 feet, a central angle of 76°46'00" and an arc length of 314.86 feet; thence N 60°00'00" E on said Easterly line a distance of 38.56 feet; thence S 78°21'26" E on said Easterly line a distance of 35.92 feet to a point of curvature; thence Easterly on said Easterly line and on a curve to the left having a radius of 150.00 feet, a central angle of 85°02'34" and an arc length of 222.64 feet to a point in the W line of Lot 19 as platted in Cedar Creek Village I Seventeenth Plat; thence S 31°26'59" E on the W line of Lots 19 and 18 of said subdivision a distance of 141.98 feet to the NW corner of Lot 17 of said subdivision; thence S 00°21'35" E on the W line of said Lot 17 a distance of 147.96 feet to the SW corner thereof; thence S 25°16'00" E on the W line of said subdivision a distance of 50.92 feet to the NW corner of Lot 16 of said subdivision; thence S 13°17'18" E on the W line of said Lot 16 a distance of 176.00 feet to the SW corner thereof; thence N 51°56'11" E on the S line of said Lot 16 a distance of 174.48 feet to the SE corner thereof, said point being on a curve; thence Southeasterly on a curve to the left and on the W Right-of-Way line of Cedar-Niles Circle as platted in said subdivision, having a radius of 325.00 feet, an initial tangent bearing of S 38°03'49" E, a central angle of 04°03'10" and an arc length of 22.99 feet; thence S 42°06'59" E on said Right-of-Way line a distance of 76.29 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the right having a radius of 300.00 feet, an initial tangent bearing of S 42°06'59" E, a central angle of 26°24'30", and an arc length of 138.28 feet to the NW corner of Cedar-Niles Circle Right-of-Way as platted in Cedar Glen Second Plat; thence S 15°42'29" E on the W Right-of-Way line of said Cedar-Niles Circle a distance of 50.00 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the right having a radius of 380.24 feet, a central angle of 07°03'37" and an arc length of 46.86 feet; thence S 08°38'51" E on said Right-of-Way line a distance of 80.65 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the left having a radius of 1242.65 feet, a central angle of 02°21'09" and an arc length of 51.02 feet; thence S 11°00'00" E on said Right-of-Way line a distance of 50.00 feet to a point of curvature; thence Southerly on said Right-of-Way line and on a curve to the left having a radius of 249.79 feet, a central angle of 03°30'00" and an arc length of 15.26 feet to the Point of Beginning and containing 30.3273 acres, more or less.

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STATE OF KANSAS)
COUNTY OF JOHNSON) SS
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REBECCA L. DAVIS
REGISTER OF DEEDS

AFFIDAVIT

DOCUMENT RE-FILE

FOR USE ONLY IN JOHNSON COUNTY, KS

STATE OF Kansas)
COUNTY OF Johnson)

SS:

I, Eileen Flink do state that I have personal knowledge of the
(Print Name of Affiant)
statements and representations set forth in this affidavit.

INSTRUMENT INFORMATION:

BOOK	PAGE	STATE CORRECTION
7889	533-537	Adding to Page 537: Exhibit A, Additional Property Cedar Creek Village 1-24th Plat (Shadow Highlands), recorded in Book 123, Page 21 of the Public Records of Johnson County, Kansas (includes Lots 1-25 and Tracts 126 and 127.)

(State specifically the correction being made in the space above AND ON THE DOCUMENT BEING RE-FILED)

As the Affiant, I have the full authority from the signatories of the document to correct the error described above.

I, the undersigned and his/her company will indemnify and hold harmless the Register of Deeds of Johnson County, Kansas, from and against any and all loss, cost, or liability arising from the correction of the aforesaid error.

Affiant's Signature:

x Eileen Flink

(Eileen Flink)

Print Name

(State specifically the correction being made in the space above AND ON THE DOCUMENT BEING RE-FILED)

As the Affiant, I have the full authority from the signatories of the document to correct the error described above.

I, the undersigned and his/her company will indemnify and hold harmless the Register of Deeds of Johnson County, Kansas, from and against any and all loss, cost, or liability arising from the correction of the aforesaid error.

Affiant's Signature:

x Eileen Flink

(Eileen Flink)

Print Name

② This instrument filed by
Security Land Title Company

STATE OF KANSAS
COUNTY OF JOHNSON

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STATE OF KANSAS
COUNTY OF JOHNSON) SS
FILED FOR RECORD

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REBECCA L. DAVIS
REGISTER OF DEEDS

STATE OF KANSAS) SS
COUNTY OF JOHNSON)
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\$14.00 \$10.00 2002 AUG 26 P 3:53 R
REBECCA L. DAVIS
REGISTER OF DEEDS

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

THIS SUPPLEMENTAL DECLARATION is made this 17th day of
June, 2002, 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 executed 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, and as amended and restated in full by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Volume 4967, Page 614 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

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Ret- Ash Grove Cement Co.

BOOK 7889 PAGE 533

BOOK 8049 PAGE 775

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: Eileen Flink
Eileen Flink, President


Attest: John H. Ross III
John H. Ross III, Vice President & Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

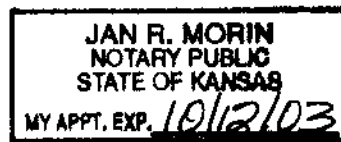
BE IT REMEMBERED that on this 17th day of June, 2002, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Vice President & Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be 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
Jan R. Morin
Print Name

My Commission Expires: October 12, 2003



Additional Property

Cedar Creek Village I – 24th Plat (Shadow Highlands), recorded in Book 123, Page 21 of the Public Records of Johnson County, Kansas (includes Lots 1 – 25 and Tracts 126 and 127.)

Description:

A tract of land in the Northwest One-Quarter and Southwest One-Quarter of Section 8, township 13 South, Range 23 East in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the West One-Quarter corner of said Section 8; thence North 88 degrees 05 minutes 14 seconds East on the North line of the Southwest One-Quarter of said Section 8 a distance of 803.28 feet to the POINT OF BEGINNING, said point being on the Easterly line of Tract 9, Shadow Glen Golf Course Third Plat; thence North 07 degrees 32 minutes 41 seconds West on the said Easterly line a distance of 97.77 feet to a point; thence North 17 degrees 27 minutes 49 seconds East on the said Easterly line a distance of 179.86 feet to a point; thence South 64 degrees 46 minutes 28 seconds East a distance of 129.36 feet to a point; thence South 03 degrees 42 minutes 38 seconds East a distance of 208.06 feet to a point on the North line of the said Southwest One-Quarter; thence North 88 degrees 05 minutes 14 seconds East on the said North line a distance of 258.64 feet to a point; thence South 02 degrees 35 minutes 05 seconds East a distance of 748.58 feet to the Northeast corner of Cottages of Glen View First Plat; thence South 89 degrees 22 minutes 32 seconds West on the North line of said subdivision a distance of 291.83 feet to a point; thence South 59 degrees 31 minutes 54 seconds West on the said North line a distance of 30.63 feet to a point; thence South 46 degrees 31 minutes 06 seconds West on the said North line a distance of 81.60 feet to a point; thence South 54 degrees 46 minutes 35 seconds West on said North line a distance of 80.87 feet to a point; thence South 63 degrees 28 minutes 41 seconds West on the said North line a distance of 82.24 feet to a point; thence South 74 degrees 37 minutes 42 seconds West on the said North line a distance of 83.71 feet to a point; thence South 83 degrees 05 minutes 04 seconds West on the said North line a distance of 183.73 feet to a point; thence North 81 degrees 21 minutes 28 seconds West on the said North line a distance of 68.19 feet to a point on the Easterly right-of-way line of Cedar Niles Boulevard as it now exists; thence North 11 degrees 49 minutes 17 seconds East on the said Easterly right-of-way line a distance of 69.51 feet to a point of curvature; thence Northerly on said right-of-way line and on a curve to the left having a radius of 280.00 feet, a central angle of 38 degrees 25 minutes 38 seconds and an arc length of 187.79 feet to a point; thence North 63 degrees 23 minutes 39 seconds East on the Easterly line of Tract 9, Shadow Glen Golf Course Third Plat, a distance of 50.04 feet to a point; thence North 33 degrees 13 minutes East on the said Easterly line a distance of 98.66 feet to a point; thence South 62 degrees 45 minutes East on the said Easterly line a distance of 64.00 feet to a point; thence South 89 degrees 57 minutes East on the said Easterly line a distance of 50.00 feet to a point; thence North 51 degrees 17 minutes East on the said Easterly line a distance of 49.24 feet to a point; thence North 35 degrees 34 minutes East on the said Easterly line a distance of 127.59 feet to a point; thence North 07 degrees 47 minutes 14 seconds East on the said Easterly line a distance of 321.00 feet to a point; thence North 12 degrees 04 minutes 20 seconds East on the said Easterly line a distance of 150.04 feet to the POINT OF BEGINNING and containing 12.2691 acres, more or less.

BOOK 8049 PAGE 779

BOOK 7889 PAGE 537

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STATE OF KANSAS
COUNTY OF JOHNSON
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REBECCA L. DAVIS
REGISTER OF DEEDS

AFFIDAVIT DOCUMENT RE-FILE FOR USE ONLY IN JOHNSON COUNTY, KS

STATE OF Kansas)
COUNTY OF Johnson)

SS:

I, Eileen Flink do state that I have personal knowledge of the
(Print Name of Affiant)
statements and representations set forth in this affidavit.

INSTRUMENT INFORMATION:

BOOK	PAGE	STATE CORRECTION
7889	529-532	Adding to Page 532: Exhibit A, Additional Property Cedar Creek Village 1-24th Plat (Shadow Highlands), recorded in Book 123, Page 21 of the Public Records of Johnson County, Kansas (includes Lots 1-25 and Tracts 126 and 127.)

(State specifically the correction being made in the space above AND ON THE DOCUMENT BEING RE-FILED)

As the Affiant, I have the full authority from the signatories of the document to correct the error described above.

I, the undersigned and his/her company will indemnify and hold harmless the Register of Deeds of Johnson County, Kansas, from and against any and all loss, cost, or liability arising from the correction of the aforesaid error.

Affiant's Signature:

x Eileen Flink

(Eileen Flink)
Print Name

SUBSCRIBED AND SWORN TO before me on August 8, 2002 (date).

Expiration Date: October 12, 2003

JAN R. MORIN
Notary Public Signature
BOOK 8049 PAGE 780

USE OF THIS FORM FOR CORRECTION OF CLERICAL ERRORS ONLY. FILING FEE FOR AFFIDAVIT \$6.00.

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2.00
8.00 OK
Ash Grove Cement Co.
PO Box 25900
O.P., KS 66225

JAN R. MORIN
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXP. 10/12/03

0. This instrument filed by
Security Land Title Company

3430963

refile 3461618

\$4.00
\$12.00

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

STATE OF KANSAS

COUNTY OF JOHNSON

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STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

SUPPLEMENTAL DECLARATION OF COVENANTS

REBECCA L. DAVIS
REGISTER OF DEEDS

2002 AUG 26 P 3:53 7

FOR THE CEDAR CREEK COMMUNITY

REBECCA L. DAVIS
REGISTER OF DEEDS

FOR SHADOW HIGHLANDS - TWENTY FOURTH PLAT

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 2002, 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.

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BOOK 7889 PAGE 529

Ret - Ash Grove Cement Co.

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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 Owner. 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 or 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 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: Eileen Flink
Eileen Flink, President

Attest: John H. Ross III
John H. Ross III, Vice President & Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

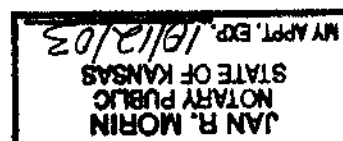
BE IT REMEMBERED that on this 17th day of June, 2002, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Vice President & Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to 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.

Jan R. Morin
NOTARY PUBLIC
Jan R. Morin
Print Name

My Commission Expires: October 12, 2003

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Additional Property

Cedar Creek Village I - 24th Plat (Shadow Highlands), recorded in Book 123, Page 21 of the Public Records of Johnson County, Kansas (includes Lots 1 - 25 and Tracts 126 and 127.)
Description:

A tract of land in the Northwest One-Quarter and Southwest One-Quarter of Section 8, township 13 South, Range 23 East in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the West One-Quarter corner of said Section 8; thence North 88 degrees 05 minutes 14 seconds East on the North line of the Southwest One-Quarter of said Section 8 a distance of 803.28 feet to the POINT OF BEGINNING, said point being on the Easterly line of Tract 9, Shadow Glen Golf Course Third Plat; thence North 07 degrees 32 minutes 41 seconds West on the said Easterly line a distance of 97.77 feet to a point; thence North 17 degrees 27 minutes 49 seconds East on the said Easterly line a distance of 179.86 feet to a point; thence South 64 degrees 46 minutes 28 seconds East a distance of 129.36 feet to a point; thence South 03 degrees 42 minutes 38 seconds East a distance of 208.06 feet to a point on the North line of the said Southwest One-Quarter; thence North 88 degrees 05 minutes 14 seconds East on the said North line a distance of 258.64 feet to a point; thence South 02 degrees 35 minutes 05 seconds East a distance of 748.58 feet to the Northeast corner of Cottages of Glen View First Plat; thence South 89 degrees 22 minutes 32 seconds West on the North line of said subdivision a distance of 291.83 feet to a point; thence South 59 degrees 31 minutes 54 seconds West on the said North line a distance of 30.63 feet to a point; thence South 46 degrees 31 minutes 06 seconds West on the said North line a distance of 81.60 feet to a point; thence South 54 degrees 46 minutes 35 seconds West on said North line a distance of 80.87 feet to a point; thence South 63 degrees 28 minutes 41 seconds West on the said North line a distance of 82.24 feet to a point; thence South 74 degrees 37 minutes 42 seconds West on the said North line a distance of 83.71 feet to a point; thence South 83 degrees 05 minutes 04 seconds West on the said North line a distance of 183.73 feet to a point; thence North 81 degrees 21 minutes 28 seconds West on the said North line a distance of 68.19 feet to a point on the Easterly right-of-way line of Cedar Niles Boulevard as it now exists; thence North 11 degrees 49 minutes 17 seconds East on the said Easterly right-of-way line a distance of 69.51 feet to a point of curvature; thence Northerly on said right-of-way line and on a curve to the left having a radius of 280.00 feet, a central angle of 38 degrees 25 minutes 38 seconds and an arc length of 187.79 feet to a point; thence North 63 degrees 23 minutes 39 seconds East on the Easterly line of Tract 9, Shadow Glen Golf Course Third Plat, a distance of 50.04 feet to a point; thence North 33 degrees 13 minutes East on the said Easterly line a distance of 98.66 feet to a point; thence South 62 degrees 45 minutes East on the said Easterly line a distance of 64.00 feet to a point; thence South 89 degrees 57 minutes East on the said Easterly line a distance of 50.00 feet to a point; thence North 51 degrees 17 minutes East on the said Easterly line a distance of 49.24 feet to a point; thence North 35 degrees 34 minutes East on the said Easterly line a distance of 127.59 feet to a point; thence North 07 degrees 47 minutes 14 seconds East on the said Easterly line a distance of 321.00 feet to a point; thence North 12 degrees 04 minutes 20 seconds East on the said Easterly line a distance of 150.04 feet to the POINT OF BEGINNING and containing 12.2691 acres, more or less.