

This instrument filed by  
Security Land Title Company

20040730-0013101 07/30/2004  
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Rebecca L. Davis T20040076701  
Johnson Co R0D B:200407 P:013101

STATE OF KANSAS

COUNTY OF JOHNSON

SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR THE CEDAR CREEK COMMUNITY  
FOR SOUTHGLEN OF CEDAR CREEK - SEVENTH PLAT  
(PHASE TWO OF SOUTHGLEN)

THIS SUPPLEMENTAL DECLARATION is made this \_\_\_\_\_ day of July, 2004, by Cedar Creek Properties, Inc., a Kansas corporation and West Olathe II L.L.C, a Kansas limited liability company (collectively, hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants for the Cedar Creek Community which was recorded on July 3, 1989, in Deed Book 3012, Page 59, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 299, et seq., on December 27, 1994, in Deed Book 4495, Page 254, et seq., and amended and restated in full by Amendment to the Declaration of Covenants for the Cedar

Creek Community recorded on August 21, 1996, in Deed Book 4967, Page 542, et. seq., and which was amended by that certain First Amendment to the Amended and Restated Declaration of Covenants for the Cedar Creek Community recorded in the aforesaid records on July 2, 1998, in Deed Book 5656, Page 427, et seq.

(collectively, the "Declaration"); and

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

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

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

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

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

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

## ARTICLE I

### Definitions

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

## ARTICLE II

### Amendments

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

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

third party will affect the validity of such amendment.

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

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

(SEAL)

By: Eileen Flink  
Eileen Flink, President

STATE OF KANSAS )

) ss.

COUNTY OF JOHNSON )

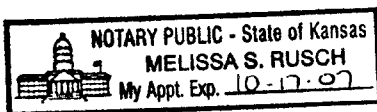
BE IT REMEMBERED that on this 28<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, of Cedar Creek Properties, Inc., a Kansas corporation, who is personally known to me to be the same person who executed the foregoing instrument in writing on behalf of said corporation, and such person 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.

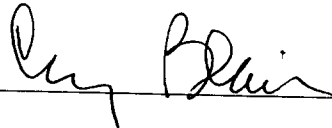
Melissa S. Rusch  
NOTARY PUBLIC

Melissa S. Rusch  
Print Name

My Commission Expires: 10-17-07




DECLARANT: WEST OLATHE II, L.L.C., a Kansas  
Limited Liability Company

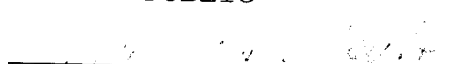
By:   
Clay Blair III, Member

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss.

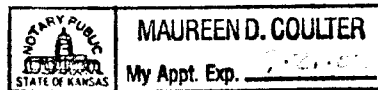
BE IT REMEMBERED that on this 15 day of July, 2004,  
before me, the undersigned, a Notary Public in and for said  
County and State, came Clay Blair III, Member of West Olathe II,  
L.L.C. a Kansas limited liability company, who is personally  
known to me to be the same person who executed the foregoing  
instrument in writing on behalf of said corporation, and such  
person 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

  
Print Name

My Commission Expires: July 2007



**EXHIBIT "A"**

**Additional Property**

Lots 131 - 160 and Tracts Y, Z, 1 and 2, Southglen of Cedar Creek, Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

STATE OF KANSAS

COUNTY OF JOHNSON

1600 1998 APR -6 P 3: 59.2

SARA F. ULLMANN  
REGISTER OF DEEDS

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

THIS SUPPLEMENTAL DECLARATION is made this 30th day of  
March, 1998, by Cedar Creek Properties, Inc., a Kansas  
corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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



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

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

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

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

## ARTICLE I

### Definitions

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

## ARTICLE II

### Amendments

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

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has

the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,  
a Kansas corporation

(SEAL)

By:

Charles T. Sunderland  
Charles T. Sunderland, President

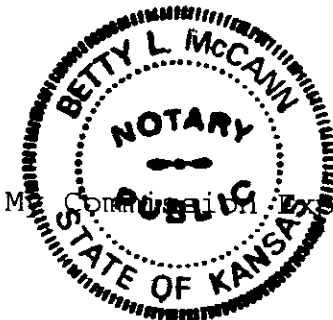
Attest:

Eileen F. Sollars  
Eileen F. Sollars, ----- Secretary

STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 30th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, ----- Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann  
Printed Name: Betty L. McCann  
Notary Public in and for said  
County and State

My Commission Expires: April 10, 1998

## EXHIBIT "A"

### Additional Property

Southglen - First Plat - Recorded in Book 102, Page 45 of the Public Records of Johnson County, Kansas.

#### Description

A tract of land lying in the Northwest One-Quarter of Section 16, Township 13 South, Range 23 East and in the Northeast One-Quarter of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, said tract being more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest One-Quarter of said Section 16; thence North  $87^{\circ}59'13''$  East along the North line of said Northwest One-Quarter a distance of 60.00 feet to a point; thence South  $01^{\circ}51'59''$  East parallel with the West line of said Northwest One-Quarter a distance of 58.87 feet to a point of curvature; thence along a curve to the left having a radius of 440.00 feet, a central angle of  $11^{\circ}29'37''$ , a chord bearing of South  $07^{\circ}36'48''$  East, and a length of 88.26 feet to a point; thence South  $13^{\circ}21'36''$  East a distance of 123.82 feet to a point of curvature; thence along a curve to the right having a radius of 500.00 feet, a central angle of  $20^{\circ}10'30''$ , a chord bearing of South  $03^{\circ}16'21''$  East, and a length of 176.05 feet to a point; thence South  $06^{\circ}48'53''$  West a distance of 282.49 feet to a point of curvature; thence along a curve to the left having a radius of 450.00 feet, a central angle of  $15^{\circ}20'07''$ , a chord bearing of South  $00^{\circ}51'10''$  East, and a length of 120.44 feet to a point; thence South  $08^{\circ}31'14''$  East a distance of 295.98 feet to a point of curvature; thence along a curve to the right having a radius of 600.00 feet, a central angle of  $11^{\circ}59'02''$ , a chord bearing of South  $02^{\circ}31'43''$  East, and a length of 125.50 feet to a point; thence South  $03^{\circ}27'49''$  West a distance of 117.14 feet to a point of curvature; thence along a curve to the left having a radius of 1350.00 feet, a central angle of  $00^{\circ}42'29''$ , a chord bearing of South  $03^{\circ}06'34''$  West, and a length of 16.68 feet to a point; thence North  $44^{\circ}22'33''$  East a distance of 529.16 feet to a point; thence South  $45^{\circ}37'27''$  East a distance of 154.00 feet to a point; thence South  $22^{\circ}02'55''$  East a distance of 107.00 feet to a point; thence South  $06^{\circ}54'51''$  West a distance of 40.00 feet to a point; thence South  $53^{\circ}46'19''$  West a distance of 70.72 feet to a point; thence South  $31^{\circ}14'39''$  East a distance of 141.86 feet to a point of curvature; thence along a curve to the left having a radius of 515.00 feet, a central angle of  $01^{\circ}53'53''$ , an initial tangent bearing of North  $57^{\circ}17'32''$  East, and a length of 17.06 feet to a point; thence South  $30^{\circ}47'58''$  East a distance of 187.44 feet to a point; thence South  $44^{\circ}10'45''$  East a distance of 56.35 feet to a point; thence South  $83^{\circ}08'11''$  East a distance of 107.83 feet to a point; thence South  $73^{\circ}55'19''$  East a distance of 373.31 feet to a point; thence North  $35^{\circ}45'29''$  East a distance of 113.78 feet to a point; thence South  $38^{\circ}30'43''$  East a distance of 95.00 feet to a point; thence South  $18^{\circ}44'52''$  East a distance of 100.00 feet to a point; thence South  $27^{\circ}46'15''$  West a distance of 113.00 feet to a point; thence North  $62^{\circ}13'45''$  West a distance of 16.15 feet to a point; thence South  $26^{\circ}28'38''$  West a distance of 195.66 feet to a point; thence South  $00^{\circ}25'55''$  East a distance of 137.00 feet to a point; thence South  $11^{\circ}25'54''$  West a distance of 236.85 feet to a point; thence South  $07^{\circ}41'28''$  West a distance of 175.48 feet to a point on the South line of said Northwest One-Quarter; thence South  $88^{\circ}11'10''$  West along said South line a distance of 1117.37 feet to a point, said point being the Southwest corner of said Northwest One-Quarter and also the Southeast corner of said Northeast One-Quarter; thence South  $87^{\circ}42'53''$  West along the South line of said Northeast One-Quarter a distance of 50.00 feet to a point of curvature; thence along a curve to the right having a radius of 550.00 feet, a central angle of  $17^{\circ}13'54''$ , an initial tangent bearing of North  $01^{\circ}51'24''$  West, and a length of 165.41 feet to a point; thence North  $15^{\circ}22'29''$  East a distance of 109.62 feet to a point of curvature; thence along a curve to the left having a radius of 840.00 feet, a central angle of  $26^{\circ}23'56''$ , a chord bearing of North  $02^{\circ}10'31''$  East, and a length of 387.03 feet to a point; thence North  $11^{\circ}01'27''$  West a distance of 274.60 feet to a point of curvature; thence along a curve to the right having a radius of 1450.00 feet, a central angle of  $14^{\circ}29'16''$ , a chord bearing of North  $03^{\circ}46'49''$  West, and a length of 366.64 feet to a point; thence North  $03^{\circ}27'49''$  East a distance of 117.14 feet to a point of curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $11^{\circ}59'02''$ , a chord bearing of North  $02^{\circ}31'43''$  West, and a length of 104.58

feet to a point; thence North  $08^{\circ}31'14''$  West a distance of 118.51 feet to a point on the South line of Olathe Elementary No. 25, an addition to the City of Olathe, according to the recorded plat thereof; thence North  $88^{\circ}08'01''$  East along the South line of said Olathe Elementary No. 25 a distance of 25.73 feet to a point on the East line of said Northeast One-Quarter; thence North  $01^{\circ}51'59''$  West along the East line of said Olathe Elementary No. 25 and also along said East line a distance of 480.00 feet to a point on the North line of said Olathe Elementary No. 25; thence South  $88^{\circ}08'01''$  West along the North line of said Olathe Elementary No. 25 a distance of 19.73 feet to a point; thence North  $06^{\circ}48'53''$  East a distance of 47.90 feet to a point of curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $20^{\circ}10'30''$ , a chord bearing of North  $03^{\circ}16'21''$  West, and a length of 176.06 feet to a point; thence North  $13^{\circ}21'36''$  West a distance of 160.46 feet to a point of curvature; thence along a curve to the right having a radius of 560.00 feet, a central angle of  $11^{\circ}29'37''$ , a chord bearing of North  $07^{\circ}36'48''$  West, and a length of 112.34 feet to a point; thence North  $01^{\circ}51'59''$  West parallel with said East line a distance of 58.33 feet to a point on the North line of said Northeast One-Quarter; thence North  $87^{\circ}45'51''$  East along said North line a distance of 60.00 feet to a point, said point being the POINT OF BEGINNING.

STATE OF KANSAS

COUNTY OF JOHNSON

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

1998 APR -6 P 3: 59.1

1600  
SARA F. ULLMANN  
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR THE CEDAR CREEK COMMUNITY  
FOR SOUTHGLEN OF CEDAR CREEK - FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 30th day of  
March, 1998, by Cedar Creek Properties, Inc., a Kansas  
corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

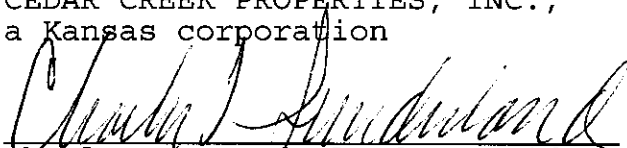
If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member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

(SEAL)

By:

  
Charles T. Sunderland, President

Attest:

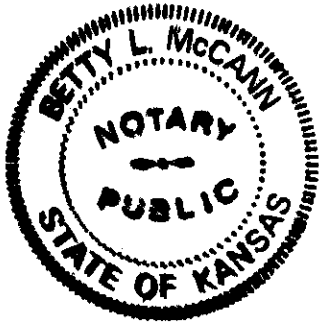
  
Eileen F. Sollers, ----- Secretary



STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 30th day of March, 1998,  
before me, the undersigned, a Notary Public in and for said County  
and State, came Charles T. Sunderland, President, and Eileen F.  
SOLLARS, ----- Secretary, of Cedar Creek Properties, Inc., a  
Kansas corporation, who are personally known to me to be the same  
persons who executed the foregoing instrument in writing on behalf  
of said corporation, and such persons duly acknowledged the  
execution of the same to be the act and deed of same corporation.

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



Betty L. McCann  
NOTARY PUBLIC

Betty L. McCann  
Print Name

My Commission Expires: April 10, 1998

## EXHIBIT "A"

### Additional Property

Southglen - First Plat - Recorded in Book 102, Page 45 of the Public Records of Johnson County, Kansas.

#### Description

A tract of land lying in the Northwest One-Quarter of Section 16, Township 13 South, Range 23 East and in the Northeast One-Quarter of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, said tract being more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest One-Quarter of said Section 16; thence North  $87^{\circ}59'13''$  East along the North line of said Northwest One-Quarter a distance of 60.00 feet to a point; thence South  $01^{\circ}51'59''$  East parallel with the West line of said Northwest One-Quarter a distance of 58.87 feet to a point of curvature; thence along a curve to the left having a radius of 440.00 feet, a central angle of  $11^{\circ}29'37''$ , a chord bearing of South  $07^{\circ}36'48''$  East, and a length of 88.26 feet to a point; thence South  $13^{\circ}21'36''$  East a distance of 123.82 feet to a point of curvature; thence along a curve to the right having a radius of 500.00 feet, a central angle of  $20^{\circ}10'30''$ , a chord bearing of South  $03^{\circ}16'21''$  East, and a length of 176.05 feet to a point; thence South  $06^{\circ}48'53''$  West a distance of 282.49 feet to a point of curvature; thence along a curve to the left having a radius of 450.00 feet, a central angle of  $15^{\circ}20'07''$ , a chord bearing of South  $00^{\circ}51'10''$  East, and a length of 120.44 feet to a point; thence South  $08^{\circ}31'14''$  East a distance of 295.98 feet to a point of curvature; thence along a curve to the right having a radius of 600.00 feet, a central angle of  $11^{\circ}59'02''$ , a chord bearing of South  $02^{\circ}31'43''$  East, and a length of 125.50 feet to a point; thence South  $03^{\circ}27'49''$  West a distance of 117.14 feet to a point of curvature; thence along a curve to the left having a radius of 1350.00 feet, a central angle of  $00^{\circ}42'29''$ , a chord bearing of South  $03^{\circ}06'34''$  West, and a length of 16.68 feet to a point; thence North  $44^{\circ}22'33''$  East a distance of 529.16 feet to a point; thence South  $45^{\circ}37'27''$  East a distance of 154.00 feet to a point; thence South  $22^{\circ}02'55''$  East a distance of 107.00 feet to a point; thence South  $06^{\circ}54'51''$  West a distance of 40.00 feet to a point; thence South  $53^{\circ}46'19''$  West a distance of 70.72 feet to a point; thence South  $31^{\circ}14'39''$  East a distance of 141.86 feet to a point of curvature; thence along a curve to the left having a radius of 515.00 feet, a central angle of  $01^{\circ}53'53''$ , an initial tangent bearing of North  $57^{\circ}17'32''$  East, and a length of 17.06 feet to a point; thence South  $30^{\circ}47'58''$  East a distance of 187.44 feet to a point; thence South  $44^{\circ}10'45''$  East a distance of 56.35 feet to a point; thence South  $83^{\circ}08'11''$  East a distance of 107.83 feet to a point; thence South  $73^{\circ}55'19''$  East a distance of 373.31 feet to a point; thence North  $35^{\circ}45'29''$  East a distance of 113.78 feet to a point; thence South  $38^{\circ}30'43''$  East a distance of 95.00 feet to a point; thence South  $18^{\circ}44'52''$  East a distance of 100.00 feet to a point; thence South  $27^{\circ}46'15''$  West a distance of 113.00 feet to a point; thence North  $62^{\circ}13'45''$  West a distance of 16.15 feet to a point; thence South  $26^{\circ}28'38''$  West a distance of 195.66 feet to a point; thence South  $00^{\circ}25'55''$  East a distance of 137.00 feet to a point; thence South  $11^{\circ}25'54''$  West a distance of 236.85 feet to a point; thence South  $07^{\circ}41'28''$  West a distance of 175.48 feet to a point on the South line of said Northwest One-Quarter; thence South  $88^{\circ}11'10''$  West along said South line a distance of 1117.37 feet to a point, said point being the Southwest corner of said Northwest One-Quarter and also the Southeast corner of said Northeast One-Quarter; thence South  $87^{\circ}42'53''$  West along the South line of said Northeast One-Quarter a distance of 50.00 feet to a point of curvature; thence along a curve to the right having a radius of 550.00 feet, a central angle of  $17^{\circ}13'54''$ , an initial tangent bearing of North  $01^{\circ}51'24''$  West, and a length of 165.41 feet to a point; thence North  $15^{\circ}22'29''$  East a distance of 109.62 feet to a point of curvature; thence along a curve to the left having a radius of 840.00 feet a central angle of  $26^{\circ}23'56''$ , a chord bearing of North  $02^{\circ}10'31''$  East, and a length of 387.03 feet to a point; thence North  $11^{\circ}01'27''$  West a distance of 274.60 feet to a point of curvature; thence along a curve to the right having a radius of 1450.00 feet, a central angle of  $14^{\circ}29'16''$ , a chord bearing of North  $03^{\circ}46'49''$  West, and a length of 366.64 feet to a point; thence North  $03^{\circ}27'49''$  East a distance of 117.14 feet to a point of curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $11^{\circ}59'02''$ , a chord bearing of North  $02^{\circ}31'43''$  West, and a length of 104.58

feet to a point; thence North  $08^{\circ}31'14''$  West a distance of 118.51 feet to a point on the South line of Olathe Elementary No. 25, an addition to the City of Olathe, according to the recorded plat thereof; thence North  $88^{\circ}08'01''$  East along the South line of said Olathe Elementary No. 25 a distance of 25.73 feet to a point on the East line of said Northeast One-Quarter; thence North  $01^{\circ}51'59''$  West along the East line of said Olathe Elementary No. 25 and also along said East line a distance of 480.00 feet to a point on the North line of said Olathe Elementary No. 25; thence South  $88^{\circ}08'01''$  West along the North line of said Olathe Elementary No. 25 a distance of 19.73 feet to a point; thence North  $06^{\circ}48'53''$  East a distance of 47.90 feet to a point of curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $20^{\circ}10'30''$ , a chord bearing of North  $03^{\circ}16'21''$  West, and a length of 176.06 feet to a point; thence North  $13^{\circ}21'36''$  West a distance of 160.46 feet to a point of curvature; thence along a curve to the right having a radius of 560.00 feet, a central angle of  $11^{\circ}29'37''$ , a chord bearing of North  $07^{\circ}36'48''$  West, and a length of 112.34 feet to a point; thence North  $01^{\circ}51'59''$  West parallel with said East line a distance of 58.33 feet to a point on the North line of said Northeast One-Quarter; thence North  $87^{\circ}45'51''$  East along said North line a distance of 60.00 feet to a point, said point being the POINT OF BEGINNING.

Acem

(2)

STATE OF KANSAS

COUNTY OF JOHNSON

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

1999 AUG 17 P 4: 39.4

SARA F. ULLMANN  
REGISTER OF DEEDS

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

THIS SUPPLEMENTAL DECLARATION is made this 16th day of August, 1999, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

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

## ARTICLE I

### Definitions

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

## ARTICLE II

### Amendments

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

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has

the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,  
a Kansas corporation

(SEAL)

By:

Charles T. Sunderland  
Charles T. Sunderland, President

Attest:

Eileen F. Sollars  
Eileen F. Sollars, Secretary

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

1999 AUG 19 P 3:52.8

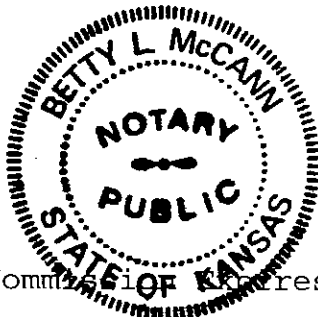
STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

1600

SARA FULLMANN  
REGISTER OF DEEDS

BE IT REMEMBERED that on this 16<sup>th</sup> day of August, 1999, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann  
Printed Name: Betty L. McCann  
Notary Public in and for said  
County and State

My Comm. Expires: April 10, 2002

## EXHIBIT "A"

### Additional Property

Southglen - Second Plat - Recorded in Book 111, Page 50 of the Public Records of Johnson County, Kansas.

#### Description

A tract of land lying in the Northwest One-Quarter of Section 16, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, said tract being more particularly described as follows:

Commencing at the Northeast corner of the Northwest One-Quarter; thence South  $87^{\circ}59'13''$  West along the North line of said Northwest One-Quarter a distance of 1863.18 feet; thence South  $02^{\circ}00'47''$  East a distance of 760.83 feet to the TRUE POINT OF BEGINNING; thence South  $45^{\circ}37'27''$  East a distance of 80.00 feet to a point; thence South  $59^{\circ}58'00''$  East a distance of 145.94 feet to a point; thence North  $82^{\circ}13'20''$  East a distance of 121.47 feet to a point; thence North  $66^{\circ}25'07''$  East a distance of 83.94 feet to a point; thence South  $07^{\circ}46'40''$  East a distance of 223.86 feet to a point; thence North  $85^{\circ}55'39''$  East a distance of 5.20 feet to a point of curvature; thence along a curve to the left having a radius of 350.00 feet, a central angle of  $04^{\circ}10'54''$ , a chord bearing of North  $83^{\circ}50'12''$  East and a length of 25.54 feet to a point; thence South  $10^{\circ}04'21''$  East a distance of 24.11 feet to a point; thence South  $31^{\circ}28'00''$  East a distance of 73.89 feet to a point; thence South  $46^{\circ}12'17''$  East a distance of 87.81 feet to a point; thence South  $65^{\circ}11'47''$  East a distance of 106.28 feet to a point; thence South  $74^{\circ}40'10''$  East a distance of 163.59 feet to a point; thence North  $89^{\circ}28'56''$  East a distance of 62.83 feet to a point; thence North  $73^{\circ}24'13''$  East a distance of 155.47 feet to a point; thence South  $16^{\circ}35'47''$  East a distance of 31.46 feet to a point of curvature; thence along a curve to the right having a radius of 830.00 feet, a central angle of  $12^{\circ}48'12''$ , a chord bearing of South  $10^{\circ}11'41''$  East, and a length of 185.47 feet to a point; thence South  $03^{\circ}47'36''$  East a distance of 85.62 feet to a point of curvature; thence along a curve to the left having a radius of 975.00 feet, a central angle of  $15^{\circ}17'04''$ , a chord bearing of South  $12^{\circ}26'04''$  East, and a length of 260.09 feet to a point of reverse curvature; thence along a curve to the right having a radius of 975.00 feet, a central angle of  $12^{\circ}22'16''$ , a chord bearing of South  $13^{\circ}53'28''$  East, and a length of 210.52 feet to a point of compound curvature; thence along a curve to the right having a radius of 2124.90 feet, a central angle of  $04^{\circ}53'03''$ , a chord bearing of South  $05^{\circ}15'49''$  East, and a length of 181.14 feet to a point of reverse curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $01^{\circ}23'05''$ , a chord bearing of South  $03^{\circ}30'50''$  East, and a length of 12.09 feet to a point; thence South  $87^{\circ}30'16''$  West a distance of 87.58 feet to a point of curvature; thence along a curve to the right having a radius of 500.00 feet, a central angle of  $02^{\circ}11'24''$ , an initial tangent bearing of North  $16^{\circ}52'11''$  West and a length of 19.11 feet to a point; thence South  $79^{\circ}52'52''$  West a distance of 94.54 feet to a point; thence North  $87^{\circ}04'49''$  West a distance of 188.68 feet to a point; thence North  $51^{\circ}54'24''$  West a distance of 51.28 feet to a point; thence North  $68^{\circ}57'28''$  West a distance of 260.64 feet to a point on the East line of Southglen of Cedar Creek, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof; thence North  $26^{\circ}28'38''$  East along the East line of said Southglen of Cedar Creek a distance of 152.81 feet to a point on the South Right-of-Way of 114<sup>th</sup> Street, as now established; thence South  $62^{\circ}13'45''$  East a distance of 16.15 feet to a point; thence North  $27^{\circ}46'15''$  East a distance of 50.00 feet to a point on the North Right-of-Way of said 114<sup>th</sup> Street; thence North  $62^{\circ}13'45''$  West along said Right-of-Way a distance of 20.80 feet to a point of curvature; thence along a curve to the left having a radius of 325.00 feet, a central angle of  $25^{\circ}09'46''$ , a chord bearing of North  $74^{\circ}48'38''$  West, and a length of 142.73 feet; thence North  $17^{\circ}15'45''$  East a distance of 89.69 feet to a point on the North line of said Southglen of Cedar Creek; thence North  $73^{\circ}55'19''$  West along the North line of said Southglen of Cedar Creek a distance of 373.31 feet to a point; thence North  $83^{\circ}08'11''$  West a distance of 107.83 feet to a point; thence North  $44^{\circ}10'45''$  West a distance of 56.35 feet to a point; thence North  $30^{\circ}47'58''$  West a distance of 187.44 feet to a point of curvature; thence along a curve to the right having a radius of 515.00 feet, a central angle of  $01^{\circ}53'53''$ , an initial tangent



bearing of South 55°23'39" West and a length of 17.06 feet to a point; thence North 31°14'39" West a distance of 141.86 feet to a point; thence North 53°46'19" East a distance of 70.72 feet to a point; thence North 06°54'51" East a distance of 40.00 feet to a point; thence North 22°02'55" West a distance of 107.00 feet to a point; thence North 45°37'27" West a distance of 154.00 feet to a point on the West line of said Southglen of Cedar Creek; thence North 44°22'33" East a distance of 390.00 feet to a point, said point being the Point of Beginning, and containing 23.6150 acres, more or less.

This instrument filed by  
Security Land Title Company

3030085

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STATE OF KANSAS

COUNTY OF JOHNSON

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

1999 AUG 19 P 3:52.6

SARA FULLMANN  
REGISTER OF DEEDS

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

1999 AUG 17 P 4:39.3

SARA FULLMANN  
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR THE CEDAR CREEK COMMUNITY  
FOR SOUTHGLEN OF CEDAR CREEK - SECOND PLAT

THIS SUPPLEMENTAL DECLARATION is made this 16th day of August, 1999, 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

BOOK 6294 PAGE 584

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

(SEAL)

By:

Charles T. Sunderland  
Charles T. Sunderland, President

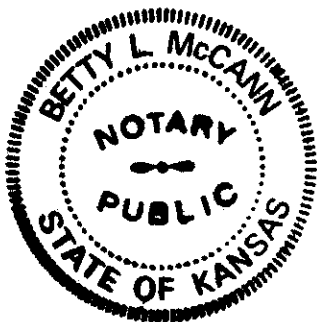
Attest:

Eileen F. Sollars  
Eileen F. Sollars, Secretary

STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 16<sup>th</sup> day of August, 1999, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Eileen F. Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann  
NOTARY PUBLIC

Betty L. McCann  
Print Name

My Commission Expires: April 10, 2002

## EXHIBIT "A"

### Additional Property

Southglen - Second Plat - Recorded in Book 111, Page 50 of the Public Records of Johnson County, Kansas.

#### Description

A tract of land lying in the Northwest One-Quarter of Section 16, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, said tract being more particularly described as follows:

Commencing at the Northeast corner of the Northwest One-Quarter; thence South  $87^{\circ}59'13''$  West along the North line of said Northwest One-Quarter a distance of 1863.18 feet; thence South  $02^{\circ}00'47''$  East a distance of 760.83 feet to the TRUE POINT OF BEGINNING; thence South  $45^{\circ}37'27''$  East a distance of 80.00 feet to a point; thence South  $59^{\circ}58'00''$  East a distance of 145.94 feet to a point; thence North  $82^{\circ}13'20''$  East a distance of 121.47 feet to a point; thence North  $66^{\circ}25'07''$  East a distance of 83.94 feet to a point; thence South  $07^{\circ}46'40''$  East a distance of 223.86 feet to a point; thence North  $85^{\circ}55'39''$  East a distance of 5.20 feet to a point of curvature; thence along a curve to the left having a radius of 350.00 feet, a central angle of  $04^{\circ}10'54''$ , a chord bearing of North  $83^{\circ}50'12''$  East and a length of 25.54 feet to a point; thence South  $10^{\circ}04'21''$  East a distance of 24.11 feet to a point; thence South  $31^{\circ}28'00''$  East a distance of 73.89 feet to a point; thence South  $46^{\circ}12'17''$  East a distance of 87.81 feet to a point; thence South  $65^{\circ}11'47''$  East a distance of 106.28 feet to a point; thence South  $74^{\circ}40'10''$  East a distance of 163.59 feet to a point; thence North  $89^{\circ}28'56''$  East a distance of 62.83 feet to a point; thence North  $73^{\circ}24'13''$  East a distance of 155.47 feet to a point; thence South  $16^{\circ}35'47''$  East a distance of 31.46 feet to a point of curvature; thence along a curve to the right having a radius of 830.00 feet, a central angle of  $12^{\circ}48'12''$ , a chord bearing of South  $10^{\circ}11'41''$  East, and a length of 185.47 feet to a point; thence South  $03^{\circ}47'36''$  East a distance of 85.62 feet to a point of curvature; thence along a curve to the left having a radius of 975.00 feet, a central angle of  $15^{\circ}17'04''$ , a chord bearing of South  $12^{\circ}26'04''$  East, and a length of 260.09 feet to a point of reverse curvature; thence along a curve to the right having a radius of 975.00 feet, a central angle of  $12^{\circ}22'16''$ , a chord bearing of South  $13^{\circ}53'28''$  East, and a length of 210.52 feet to a point of compound curvature; thence along a curve to the right having a radius of 2124.90 feet, a central angle of  $04^{\circ}53'03''$ , a chord bearing of South  $05^{\circ}15'49''$  East, and a length of 181.14 feet to a point of reverse curvature; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $01^{\circ}23'05''$ , a chord bearing of South  $03^{\circ}30'50''$  East, and a length of 12.09 feet to a point; thence South  $87^{\circ}30'16''$  West a distance of 87.58 feet to a point of curvature; thence along a curve to the right having a radius of 500.00 feet, a central angle of  $02^{\circ}11'24''$ , an initial tangent bearing of North  $16^{\circ}52'11''$  West and a length of 19.11 feet to a point; thence South  $79^{\circ}52'52''$  West a distance of 94.54 feet to a point; thence North  $87^{\circ}04'49''$  West a distance of 188.68 feet to a point; thence North  $51^{\circ}54'24''$  West a distance of 51.28 feet to a point; thence North  $68^{\circ}57'28''$  West a distance of 260.64 feet to a point on the East line of Southglen of Cedar Creek, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof; thence North  $26^{\circ}28'38''$  East along the East line of said Southglen of Cedar Creek a distance of 152.81 feet to a point on the South Right-of-Way of 114<sup>th</sup> Street, as now established; thence South  $62^{\circ}13'45''$  East a distance of 16.15 feet to a point; thence North  $27^{\circ}46'15''$  East a distance of 50.00 feet to a point on the North Right-of-Way of said 114<sup>th</sup> Street; thence North  $62^{\circ}13'45''$  West along said Right-of-Way a distance of 20.80 feet to a point of curvature; thence along a curve to the left having a radius of 325.00 feet, a central angle of  $25^{\circ}09'46''$ , a chord bearing of North  $74^{\circ}48'38''$  West, and a length of 142.73 feet; thence North  $17^{\circ}15'45''$  East a distance of 89.69 feet to a point on the North line of said Southglen of Cedar Creek; thence North  $73^{\circ}55'19''$  West along the North line of said Southglen of Cedar Creek a distance of 373.31 feet to a point; thence North  $83^{\circ}08'11''$  West a distance of 107.83 feet to a point; thence North  $44^{\circ}10'45''$  West a distance of 56.35 feet to a point; thence North  $30^{\circ}47'58''$  West a distance of 187.44 feet to a point of curvature; thence along a curve to the right having a radius of 515.00 feet, a central angle of  $01^{\circ}53'53''$ , an initial tangent

bearing of South 55°23'39" West and a length of 17.06 feet to a point; thence North 31°14'39" West a distance of 141.86 feet to a point; thence North 53°46'19" East a distance of 70.72 feet to a point; thence North 06°54'51" East a distance of 40.00 feet to a point; thence North 22°02'55" West a distance of 107.00 feet to a point; thence North 45°37'27" West a distance of 154.00 feet to a point on the West line of said Southglen of Cedar Creek; thence North 44°22'33" East a distance of 390.00 feet to a point, said point being the Point of Beginning, and containing 23.6150 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

\$14.00  
\$10.00

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

2002 OCT -7 P 6:20

REBECCA L. DAVIS  
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR THE CEDAR CREEK COMMUNITY  
FOR SOUTHGLEN OF CEDAR CREEK - SIXTH PLAT  
(PHASE TWO OF SOUTHGLEN)

THIS SUPPLEMENTAL DECLARATION is made this 30th day of  
September, 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. 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: Eileen Flink  
Eileen Flink, President

Attest:

John H. Ross III  
John H. Ross III, Secretary

STATE OF KANSAS           )  
                                  ) ss.  
COUNTY OF JOHNSON       )

BE IT REMEMBERED that on this 30th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, 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, 2006



EXHIBIT "A"

Additional Property

Lots 107 - 130 and Tracts S, T, U, V, W and X, Southglen of Cedar Creek, Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

STATE OF KANSAS

COUNTY OF JOHNSON

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I  
FOR SOUTHGLEN OF CEDAR CREEK - SIXTH PLAT  
(PHASE TWO OF SOUTHGLEN)

THIS SUPPLEMENTAL DECLARATION is made this 30<sup>th</sup> day of  
September, 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, Conditions, and Restrictions for Cedar Creek Village I  
which was recorded on July 3, 1989, in Deed Book 3012, Page 124,  
et seq., of the Johnson County, Kansas public records, and which  
was amended by those certain Amendments to the Declaration of  
Covenants, Conditions, and Restrictions for Cedar Creek Village  
I, recorded in the aforesaid records on April 2, 1991, in Deed  
Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book  
3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155  
at Page 243, et seq., on December 27, 1994, in Deed Book 4495 at  
Page 260, et seq., and on March 10, 1995, in Deed Book 4539 at  
Page 873, et seq., and amended and restated in full by Amendment  
to the Declaration of Covenants, Conditions, and Restrictions for  
Cedar Creek Village I recorded on August 21, 1996, in Deed Book  
4967 at Page 614, et. seq. (collectively, the "Declaration"); and

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

STATE OF KANSAS } ss \$1400  
COUNTY OF JOHNSON }  
FILED FOR RECORD \$10.00

2002 OCT -7 P 6:20 PM

REBECCA L. DAVIS  
REGISTER OF DEEDS

BOOK 8194 PAGE 784

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: Eileen Flink  
Eileen Flink, President

Attest: John H. Ross III  
John H. Ross III, Secretary

STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 30th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, 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  
Printed Name: Betty L. McCann  
Notary Public in and for said  
County and State

My Commission Expires: April 10, 2006





EXHIBIT "A"

Additional Property

Lots 107 - 130 and Tracts S, T, U, V, W and X, Southglen of Cedar Creek, Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

This instrument filed by  
Security Land Title Company

20040730-0013102 07/30/2004  
P: 1 of 7 F: \$32.00 07:55:57 AM  
Rebecca L. Davis T20040076701  
Johnson Co ROD B:200407 P:013102

STATE OF KANSAS

COUNTY OF JOHNSON

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I  
FOR SOUTHGLEN OF CEDAR CREEK - SEVENTH PLAT  
(PHASE TWO OF SOUTHGLEN)

THIS SUPPLEMENTAL DECLARATION is made this \_\_\_\_\_ day of  
July, 2004, by Cedar Creek Properties, Inc., a Kansas corporation  
and West Olathe II L.L.C., a Kansas limited and liability company  
(collectively, hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of  
Covenants, Conditions, and Restrictions for Cedar Creek Village I  
which was recorded on July 3, 1989, in Deed Book 3012, Page 124,  
et seq., of the Johnson County, Kansas public records, and which  
was amended by those certain Amendments to the Declaration of  
Covenants, Conditions, and Restrictions for Cedar Creek Village  
I, recorded in the aforesaid records on April 2, 1991, in Deed  
Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book  
3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155  
at Page 243, et seq., on December 27, 1994, in Deed Book 4495 at

Page 260, et seq., and on March 10, 1995, in Deed Book 4539 at Page 873, et seq., and amended and restated in full by Amendment to the Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I recorded on August 21, 1996, in Deed Book 4967 at Page 614, et. seq.(collectively, the "Declaration"); and

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

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

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

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

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

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

## ARTICLE I

### Definitions

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

## ARTICLE II

### Amendments

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

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any

Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,  
a Kansas corporation

(SEAL)

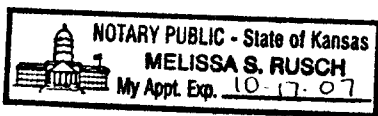
By: Eileen Flink  
Eileen Flink, President

STATE OF KANSAS )

COUNTY OF JOHNSON ) ss.

BE IT REMEMBERED that on this 28<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President of Cedar Creek Properties, Inc., a Kansas corporation, who is personally known to me to be the same person who executed the foregoing instrument in writing on behalf of said corporation, and such person 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.



Melissa S. Rusch  
Printed Name: Melissa S. Rusch  
Notary Public in and for said  
County and State

My Commission Expires: 10-17-07

DECLARANT:

OLATHE II, L.L.C., A Kansas  
Limited Liability Company

By: Clay Blair  
Clay Blair III, Member

STATE OF KANSAS )

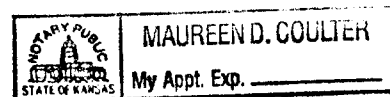
COUNTY OF JOHNSON ) ss.

BE IT REMEMBERED that on this \_\_\_\_ day of July, 2004,  
before me, the undersigned, a Notary Public in and for said  
County and State, came Clay Blair III, Member of Olathe II,  
L.L.C., a Kansas limited liability company, who is personally  
known to me to be the same person who executed the foregoing  
instrument in writing on behalf of said corporation, and such  
person 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.

Maureen D. Coulter  
Printed Name: Maureen D. Coulter  
Notary Public in and for said  
County and State

My Commission Expires: 07/30/2004



**EXHIBIT "A"**

**Additional Property**

Lots 131 - 160 and Tracts Y, Z, 1 and 2, Southglen of Cedar Creek, Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.