

STATE OF KANSAS

COUNTY OF JOHNSON

1997 JUN 16 P 3:08.6

SARA E. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I
ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR COTTAGES OF GLEN VIEW (FIRST PLAT)

THIS SUPPLEMENTAL DECLARATION is made this 7th day of May, 1997, 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

Additional Restrictions, Reservations and Covenants

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 portion of the Additional Property that the Association assume the responsibility for performing the following services for each Owner of each portion of the Additional Property and assess the costs therefor as Neighborhood Assessments for Neighborhood Expenses against said Owners of each portion of the Additional Property, together with other Owners, if any, within the Neighborhood, of which the Additional Property is a part, as provided in Section 2.5 below:

(A) mowing, trimming, edging, fertilizing and reseeding of turf installed in lawns in areas sodded in conjunction with the original construction of dwellings;

(B) continuing replacement, as necessary, of turf installed in lawns in areas sodded in conjunction with the original construction of dwellings;

(C) snow (but not ice) removal from driveways and sidewalks within a reasonable period of time after a snowfall ceases; and

(D) maintenance, preservation, providing insurance for and replacement of Neighborhood monumentation.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Additional Property to the following Additional Restrictions, Reservations and Covenants:

2.1 Neighborhood Easements. Perpetual easements are hereby by the Declarant reserved for the Declarant and for the Association, their agents, employees, successors and assigns, and each Owner of the Additional Property over, across, upon and under each Unit located within the Additional Property to permit the performance of such work and services described in Paragraphs (A) through (D) of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by the Neighborhood Committee (or the Neighborhood Association, if one is formed).

2.2 Individual Easements. The Declarant recites and agrees that because of the anticipated optimum location of dwellings upon the Units within the Additional Property certain Units may have inadequate side or rear yard setbacks to permit the Owners of such Units to perform ordinary and necessary maintenance not included within or described by Paragraphs (A) through (D) of Article II and repair upon the dwelling and appurtenances located upon the Unit without encroaching upon an adjoining Unit. For the limited purpose of permitting the Owners of the Additional Property thus affected to perform such ordinary and necessary maintenance and repair upon each such Owner's respective Unit(s) and for that purpose alone, a perpetual easement is by the Declarant hereby reserved for the Declarant, the Association, their agents, employees, successors and assigns and each Owner of the Additional Property, over, across, upon and under each Unit adjoining the affected Owner's Unit located within the Additional Property to permit the performance of such ordinary and necessary repairs and maintenance.

2.3 Neighborhood Covenants. Each Owner of the Additional Property herein legally described who acquires title to any portion of the Additional Property shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the aforesaid Additional Property, as follows:

(a) that no removal of any turf installed in lawns in conjunction with the original construction of dwellings shall be undertaken by any party other than the Association, except as hereinafter described in Section 2.3;

(b) that no maintenance, repair or replacement of any Neighborhood monumentation shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (d) of this Section 2.3;

(c) that all expenses incurred by the Association in performing the services herein described for the Owners of the Additional Property shall be paid for by said Owners of the Additional Property in the form of Neighborhood Assessments;

(d) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) and (b) hereof may be performed by any Owner of any portion of the Additional Property 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.

Each Owner of the Additional Property shall be taken to hold, further agree and covenant with the Association and every other Owner of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Additional Property 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 violative undertaking by the offending Owner.

2.4 Other Services. All other services, repairs, maintenance, restoration and replacement on Units within the Additional Property as required pursuant to the terms of the Declaration and the Supplemental Declaration shall be the sole responsibility of the respective Owners of such Units.

2.5 Neighborhood Expenses. Neighborhood Expenses incurred in performing those services described in Article II hereof shall be divided equally among the Units within the Additional Property.

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 of this Amended and Restated Supplemental Declaration, as well as other work or services deemed necessary or desirable by said Committee.

(a) 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 limited purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association at least adequate to meet the Community-Wide Standard, as it from time to time exists. If 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 all Owners within the Neighborhood within which the Additional Property is located as provided in Paragraph 2.5 of Article II hereof.

(b) 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 it meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard; and

shall execute any contract proposed with any contractor so long as 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 would have to provide to 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.

(c) 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 all Owners within the Neighborhood within which the Additional Property is a part, subject to the provisions of Article II, Paragraph 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

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

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

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

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


DECLARANT:

CEDAR CREEK PROPERTIES, INC.,
A Kansas Corporation

By:


Charles T. Sunderland, President

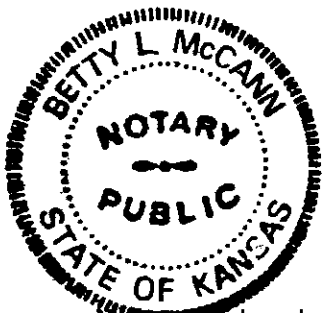
ATTEST:


Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 7th day of May, 1997, 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
Printed Name: Betty L. McCann
Notary Public in and for said
County and State

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

The Cottages of Glen View - First Plat - Recorded in Book 99, Page 35 of the Public Records of Johnson County, Kansas.

Description

Part of the Southwest One-Quarter of Section 8, Township 13 South, Range 23 East in the City of Olathe, Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the above-described Southwest One-Quarter; thence South 87°45'51" West on the South line thereof a distance of 1405.21 feet to a point; thence North 02°35'05" West a distance of 1556.89 feet to the Point of Beginning; thence South 76°41'11" West a distance of 276.56 feet; thence South 43°06'50" East a distance of 35.32 feet; thence South 46°53'10" West a distance of 93.91 feet; thence North 47°44'07" West a distance of 27.52 feet; thence South 67°14'45" West a distance of 154.31 feet; thence South 73°06'29" West a distance of 50.00 feet to a point on a curve; thence Northerly on a curve to the right having a radius of 225.00 feet, an initial tangent bearing of North 16°53'31" West, a central angle of 04°07'27" and a length of 16.20 feet; thence South 73°14'49" West a distance of 65.86 feet; thence South 59°21'16" West a distance of 177.68 feet to a point on a curve in the East Right-of-Way line of Cedar-Niles Blvd.; thence Northerly on said Right-of-Way line and on a curve to the right having a radius of 470.00 feet, an initial tangent bearing of North 43°57'47" West; a central angle of 55°47'04" and a length of 457.60 feet; thence North 11°49'17" East a distance of 16.83 feet; thence South 81°21'28" East a distance of 68.19 feet; thence North 83°05'04" East a distance of 183.73 feet; thence North 74°37'42" East a distance of 83.71 feet; thence North 63°28'41" East a distance of 82.24 feet; thence North 54°46'35" East a distance of 80.87 feet; thence North 46°31'06" East a distance of 81.60 feet; thence North 59°31'54" East a distance of 30.63 feet; thence North 89°22'32" East a distance of 291.83 feet; thence South 02°35'05" East a distance of 328.41 feet to the Point of Beginning and containing 7.584 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

1400 1997 JUN 16 P 3:08.4

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS
FOR THE CEDAR CREEK COMMUNITY
FOR COTTAGES OF GLEN VIEW - FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 7th day of May, 1997, 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.

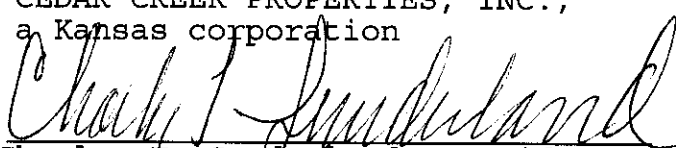
If any officer of a Member consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such officer has the authority so to consent and no contrary provision in the by-laws or articles of incorporation of such Member or in any Mortgage or contract between any Member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

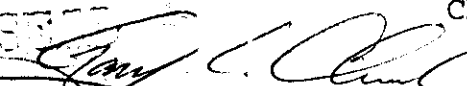
DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By:


Charles T. Sunderland, President

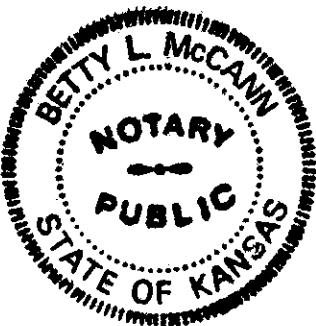
Attest:


Gary G. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 7th day of May, 1997, 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

The Cottages of Glen View - First Plat - Recorded in Book 99, Page 35 of the Public Records of Johnson County, Kansas.

Description

Part of the Southwest One-Quarter of Section 8, Township 13 South, Range 23 East in the City of Olathe, Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the above-described Southwest One-Quarter; thence South 87°45'51" West on the South line thereof a distance of 1405.21 feet to a point; thence North 02°35'05" West a distance of 1556.89 feet to the Point of Beginning; thence South 76°41'11" West a distance of 276.56 feet; thence South 43°06'50" East a distance of 35.32 feet; thence South 46°53'10" West a distance of 93.91 feet; thence North 47°44'07" West a distance of 27.52 feet; thence South 67°14'45" West a distance of 154.31 feet; thence South 73°06'29" West a distance of 50.00 feet to a point on a curve; thence Northerly on a curve to the right having a radius of 225.00 feet, an initial tangent bearing of North 16°53'31" West, a central angle of 04°07'27" and a length of 16.20 feet; thence South 73°14'49" West a distance of 65.86 feet; thence South 59°21'16" West a distance of 177.68 feet to a point on a curve in the East Right-of-Way line of Cedar-Niles Blvd.; thence Northerly on said Right-of-Way line and on a curve to the right having a radius of 470.00 feet, an initial tangent bearing of North 43°57'47" West; a central angle of 55°47'04" and a length of 457.60 feet; thence North 11°49'17" East a distance of 16.83 feet; thence South 81°21'28" East a distance of 68.19 feet; thence North 83°05'04" East a distance of 183.73 feet; thence North 74°37'42" East a distance of 83.71 feet; thence North 63°28'41" East a distance of 82.24 feet; thence North 54°46'35" East a distance of 80.87 feet; thence North 46°31'06" East a distance of 81.60 feet; thence North 59°31'54" East a distance of 30.63 feet; thence North 89°22'32" East a distance of 291.83 feet; thence South 02°35'05" East a distance of 328.41 feet to the Point of Beginning and containing 7.584 acres, more or less.

Accm.

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STATE OF KANSAS

COUNTY OF JOHNSON

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

1999 JUN 24 P 3: 35.0

SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I
ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR COTTAGES OF GLEN VIEW (SECOND PLAT)

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of
June, 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

Additional Restrictions, Reservations and Covenants

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 portion of the Additional Property that the Association assume the responsibility for performing the following services for each Owner of each portion of the Additional Property and assess the costs therefor as Neighborhood Assessments for Neighborhood Expenses against said Owners of each portion of the Additional Property, together with other Owners, if any, within the Neighborhood, of which the Additional Property is a part, as provided in Section 2.5 below:

(A) mowing, trimming, edging, fertilizing and reseeding of turf installed in lawns in areas sodded in conjunction with the original construction of dwellings;

(B) continuing replacement, as necessary, of turf installed in lawns in areas sodded in conjunction with the original construction of dwellings;

(C) snow (but not ice) removal from driveways and sidewalks within a reasonable period of time after a snowfall ceases; and

(D) maintenance, preservation, providing insurance for and replacement of Neighborhood monumentation.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Additional Property to the following Additional Restrictions, Reservations and Covenants:

2.1 Neighborhood Easements. Perpetual easements are hereby by the Declarant reserved for the Declarant and for the Association, their agents, employees, successors and assigns, and each Owner of the Additional Property over, across, upon and under each Unit located within the Additional Property to permit the performance of such work and services described in Paragraphs (A) through (D) of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or

desirable by the Neighborhood Committee (or the Neighborhood Association, if one is formed).

2.2 Individual Easements. The Declarant recites and agrees that because of the anticipated optimum location of dwellings upon the Units within the Additional Property certain Units may have inadequate side or rear yard setbacks to permit the Owners of such Units to perform ordinary and necessary maintenance not included within or described by Paragraphs (A) through (D) of Article II and repair upon the dwelling and appurtenances located upon the Unit without encroaching upon an adjoining Unit. For the limited purpose of permitting the Owners of the Additional Property thus affected to perform such ordinary and necessary maintenance and repair upon each such Owner's respective Unit(s) and for that purpose alone, a perpetual easement is by the Declarant hereby reserved for the Declarant, the Association, their agents, employees, successors and assigns and each Owner of the Additional Property, over, across, upon and under each Unit adjoining the affected Owner's Unit located within the Additional Property to permit the performance of such ordinary and necessary repairs and maintenance.

2.3 Neighborhood Covenants. Each Owner of the Additional Property herein legally described who acquires title to any portion of the Additional Property shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the aforesaid Additional Property, as follows:

(a) that no removal of any turf installed in lawns in conjunction with the original construction of dwellings shall be undertaken by any party other than the Association, except as hereinafter described in Section 2.3;

(b) that no maintenance, repair or replacement of any Neighborhood monumentation shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (d) of this Section 2.3;

(c) that all expenses incurred by the Association in performing the services herein described for the Owners of the Additional Property shall be paid for by said Owners of the Additional Property in the form of Neighborhood Assessments;

(d) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) and (b) hereof may be performed by any Owner of any portion of the Additional Property 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.

Each Owner of the Additional Property shall be taken to hold, further agree and covenant with the Association and every other Owner of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Additional Property 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 violative undertaking by the offending Owner.

2.4 Other Services. All other services, repairs, maintenance, restoration and replacement on Units within the Additional Property as required pursuant to the terms of the Declaration and the Supplemental Declaration shall be the sole responsibility of the respective Owners of such Units.

2.5 Neighborhood Expenses. Neighborhood Expenses incurred in performing those services described in Article II hereof shall be divided equally among the Units within the Additional Property.

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 of this Supplemental Declaration, as well as other work or services deemed necessary or desirable by said Committee.

(a) 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 limited purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association at least adequate to meet the Community-Wide Standard, as it from time to time exists. If 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 all Owners within the Neighborhood within which the Additional Property is located as provided in Paragraph 2.5 of Article II hereof.

(b) 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 it meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard; and shall execute any contract proposed with any contractor so long as 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 would have to provide to 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.

(c) 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 all Owners within the Neighborhood within which the Additional Property is a part, subject to the provisions of Article II, Paragraph 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units subject to this Supplemental Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Supplemental Declaration; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this

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

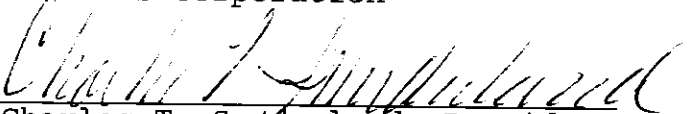
If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

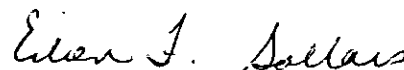
DECLARANT: CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By:


Charles T. Sunderland, President

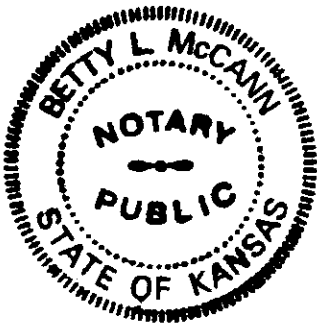
Attest:


Eileen F. Sollars, ----- Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 23rd day of June, 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

The Cottages of Glen View - Second Plat - Recorded in Book 108, Page 38 of the Public Records of Johnson County, Kansas.

Description

A tract of land lying in the Southwest One-Quarter of Section 8, 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 Southeast Corner of said Southwest One-Quarter; thence South $87^{\circ}45'51''$ West along the South line of said Southwest One-Quarter a distance of 1405.21 feet to the TRUE POINT OF BEGINNING; thence continuing South $87^{\circ}45'51''$ West along said South line a distance of 96.39 feet to a point on the East line of Cedar Glen Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, said point being on the East Right-of-Way of Cedar Niles Boulevard, as now established; thence North $06^{\circ}04'18''$ East along said East line a distance of 153.67 feet to a point of curvature; thence along a curve to the left having a radius of 280.00 feet, a central angle of $38^{\circ}02'18''$, a chord bearing of North $12^{\circ}56'51''$ West, and a length of 185.89 feet to a point; thence North $31^{\circ}58'00''$ West a distance of 100.00 feet to a point on the East line of Cedar Glen Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, said point also being a point of curvature; thence along said East line along a curve to the right having a radius of 470.00 feet, a central angle of $22^{\circ}22'30''$, a chord bearing of North $20^{\circ}46'45''$ West, and a length of 183.54 feet to a point; thence North $09^{\circ}35'30''$ West a distance of 119.80 feet to a point of curvature; thence along a curve to the left having a radius of 530.00 feet, a central angle of $53^{\circ}35'33''$, a chord bearing of North $36^{\circ}23'16''$ West, and a length of 495.74 feet to a point; thence North $63^{\circ}11'03''$ West a distance of 163.59 feet to a point of curvature; thence along a curve to the right having a radius of 470.00 feet, a central angle of $19^{\circ}13'16''$, a chord bearing of North $53^{\circ}34'25''$ West, a length of 157.67 feet to a point on the South line of Cottages of Glen View First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof; thence North $59^{\circ}21'16''$ East along said South line a distance of 177.68 feet to a point; thence North $73^{\circ}14'49''$ East a distance of 65.86 feet to a point of curvature; thence along a curve to the left having a radius of 225.00 feet, a central angle of $04^{\circ}07'27''$, an initial tangent bearing of South $12^{\circ}46'04''$ East and a length of 16.20 feet to a point; thence North $73^{\circ}06'29''$ East a distance of 50.00 feet to a point; thence North $67^{\circ}14'45''$ East a distance of 154.31 feet to a point; thence South $47^{\circ}44'07''$ East a distance of 27.52 feet to a point; thence North $46^{\circ}53'10''$ East a distance of 93.91 feet to a point; thence North $43^{\circ}06'50''$ West a distance of 35.32 feet to a point; thence North $76^{\circ}41'11''$ East a distance of 276.56 feet to the Southeast corner of said Cottages of Glen View First Plat; thence South $02^{\circ}35'05''$ East a distance of 1556.89 feet to a point, said point being the Point of Beginning, and containing 10.2685 acres, more or less.

①

STATE OF KANSAS
COUNTY OF JOHNSON

1400
STATE OF KANSAS }
COUNTY OF JOHNSON } ss
FILED FOR RECORD
1999 JUN 24 P 3:34.9
SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS
FOR THE CEDAR CREEK COMMUNITY
FOR COTTAGES OF GLEN VIEW - SECOND PLAT

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of
June, 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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

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

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

By:

Charles T. Sunderland
Charles T. Sunderland, President

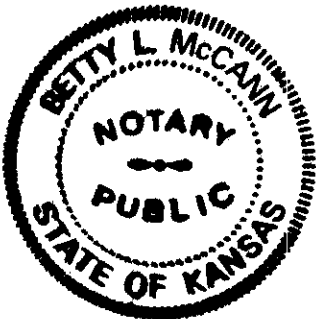
Attest:

Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 23rd day of June, 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

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