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STATE OF KANSAS

Reference: Book _____

COUNTY OF JOHNSON

Page _____

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

THIS SUPPLEMENTAL DECLARATION is made this 6th day of
October _____, 1989, by Cedar Creek Properties, Inc.,
a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that
certain Declaration of Covenants, Conditions, and Restrictions
for the Cedar Creek Village I ("Declaration") recorded in Deed
Book 3012, Page 124, of the public records of Johnson County,
Kansas; and

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

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

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

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

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

REFILED TO CORRECT LEGAL DESCRIPTION.

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legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

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

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

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

By:

Charles T. Sunderland
Charles T. Sunderland, President

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1989 OCT 19 A 10:05.3

2400 SARA FULLMANN
REGISTER OF DEEDS

BY _____ DEP.

Gary L. Church
Gary L. Church, Assistant Secretary

KANSAS)
) SS
OF JOHNSON)

BE IT REMEMBERED that on this 6th day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1989 OCT 12 P 4:40.6

2200 SARA FULLMANN
REGISTER OF DEEDS

BY _____ DEP.

Betty L. McCann

NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1990

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

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

By:

Charles T. Sunderland
Charles T. Sunderland, President

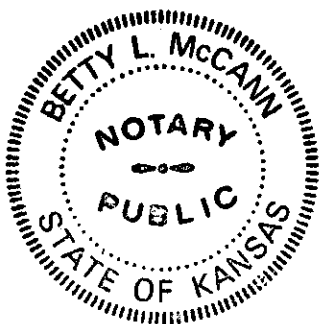
Gary L. Church
Gary L. Church, Assistant Secretary

KANSAS)

) SS

BE IT REMEMBERED that on this 18th day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: 4-10-90

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Second Plat, - Recorded in Book 72, Page 23 of the Public Records of Johnson County, Kansas

DESCRIPTION:

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

Commencing at the SE corner of the NE¼ of said Section 7, Township 13, Range 23; thence N. 3°52'44" W., along the East line of said NE¼, for a distance of 664.12 feet to the Point of Beginning of the following described tract; thence southwesterly along a curve to the right, which has an initial tangent bearing of S. 26°48'52" W., a radius of 466.00 feet, a central angle of 25°11'08", and a length of 204.84 feet; thence S. 52°00'00" W., a distance of 128.80 feet; thence southerly, along a curve to the left which has a radius of 325.00 feet, a central angle of 50°49'44", and a length of 288.32 feet; thence N. 87°59'19" W., a distance of 317.72 feet; thence S. 44°07'02" W., a distance of 107.54 feet; thence S. 40°25'58" W., a distance of 214.08 feet; thence N. 57°13'09" W., a distance of 354.79 feet; thence N. 65°43'28" W., a distance of 111.03 feet; thence S. 88°13'32" W., a distance of 131.15 feet; thence N. 40°36'53" W., a distance of 49.10 feet; thence N. 77°00'53" W., a distance of 115.75 feet; thence N. 50°53'43" W., a distance of 151.93 feet; thence N. 74°57'32" W., a distance of 214.66 feet; thence N. 86°07'55" W., a distance of 196.28 feet; thence N. 16°21'16" W., a distance of 94.01 feet; thence N. 45°12'24" E., a distance of 326.27 feet; thence N. 50°27'03" E., a distance of 129.82 feet; thence N. 47°52'16" E., a distance of 177.56 feet; thence N. 41°21'18" E., a distance of 148.05 feet; thence N. 30°40'44" E., a distance of 131.03 feet; thence N. 11°16'44" E., a distance of 228.22 feet; thence N. 48°36'59" E., a distance of 89.04 feet; thence N. 77°13'26" E., a distance of 137.96 feet; thence S. 80°11'50" E., a distance of 147.18 feet; thence S. 45°36'35" E., a distance of 64.74 feet; thence N. 57°10'26" E., a distance of 53.38 feet; thence S. 83°35'41" E., a distance of 342.83 feet; thence S. 69°25'13" E., a distance of 137.95 feet; thence N. 80°40'02" E., a distance of 147.26 feet; thence S. 28°57'19" E., a distance of 39.56 feet to a point of curvature; thence on a curve to the left which has a radius of 75.00 feet, a central angle of 131°14'07", and a length of 171.79 feet; thence S. 66°50'22" E., a distance of 238.07 feet; thence S. 90°00'00" E., a distance of 60.00 feet; thence S. 0°00'00" E., a distance of 374.00 feet to a point of curvature; thence along a curve to the left which has a radius of 466.00 feet, a central angle of 26°48'52", and a length of 218.09 feet to the Point of Beginning and containing 46.875 acres, more or less.

Except that part platted as CEDAR CREEK VILLAGE 1, Twelfth Plat.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Sixth Plat - Recorded in Book 72, Page 27 of the Public Records of Johnson County, Kansas

DESCRIPTION:

A parcel of land located in the NW $\frac{1}{4}$ of Section 8, Township 13 S., Range 23 E., in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$ of said Section 8; thence S. 87°57'29" W. along the N. line of said Section 8, a distance of 686.43 feet; thence S. 2°02'31" E. perpendicular to said N. line, a distance of 32.08 feet to the Point of Beginning; thence S. 27°38'18" E., a distance of 194.11 feet; thence S. 5°13'40" W., a distance of 174.56 feet; thence S. 25°58'32" W., a distance of 251.70 feet; thence S. 15°45'25" W., a distance of 88.10 feet; thence S. 45°13'42" W., a distance of 678.44 feet; thence S. 35°26'21" W., a distance of 325.63 feet; thence N. 90°00'00" W., a distance of 1140.65 feet to a point of curvature having a initial tangent bearing of N. 0°00'00" W.; thence along the arc of said curve to the right, having a central angle of 63°30'00", a radius of 520.00 feet and a length of 576.31 feet; thence N. 63°30'00" E., a distance of 234.32 feet to a point of curvature; thence along the arc of said curve to the left, having a central angle of 24°30'34", a radius of 288.00 feet, and a length of 123.20 feet; thence N. 39°04'28" E., a distance of 227.34 feet to a point of curvature; thence along the arc of said curve to the left, having a central angle of 74°26'57", a radius of 113.00 feet and a length of 146.83 feet; thence N. 55°25'12" E., a distance of 155.57 feet; thence S. 76°43'19" E., a distance of 128.07 feet; thence N. 78°47'08" E., a distance of 157.17 feet; thence N. 87°35'31" E., a distance of 29.33 feet; thence N. 73°48'15" E., a distance of 159.49 feet to a point of curvature; thence along the arc of said curve to the left, having a central angle of 18°48'15", a radius of 1100.00 feet and a length of 361.01 feet; thence N. 55°00'00" E., a distance of 194.97 feet to a point of curvature; thence along the arc of said curve to the right, having a central angle of 7°21'42", a radius of 570.00 feet and a length of 73.24 feet to the Point of Beginning, and containing 31.16 acres, more or less.

Additional Property

Cedar Creek Village I, Seventh Plat - Recorded in Book 72, Page 43 of the Public Records of Johnson County, Kansas

Description:

Commencing at the NE corner of the SW $\frac{1}{4}$ of Section 5, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas; thence S. 87°53'49" W along the N. line of the said SW $\frac{1}{4}$, a distance of 1505.85 feet to a point; thence S. 2°06'11" E., a distance of 793.53 feet to a point in the Southerly right-of-way of K-10 Highway; thence S. 5°46'34" W., a distance of 388.18 feet along the said right-of-way of K-10 Highway to the Point of Beginning of the herein described tract; thence along a curve to the left and in a Northeasterly direction, having an initial tangent bearing of N. 61°21'52" E., a radius of 160.00 feet, a central angle of 43°06'05", and a length of 120.36 feet to a point; thence S. 71°15'57" E., a distance of 151.15 feet to a point, said point being on a curve; thence on said curve to the left and in a Southeasterly direction, having an initial tangent bearing of S. 1°01'55" E., a radius of 163.00 feet, a central angle of 59°57'49", and a length of 170.59 feet to a point of reverse curvature; thence on said curve to the right and in a Southeasterly direction, having a radius of 555.00 feet, a central angle of 9°41'55", and a length of 93.95 feet to a point; thence S. 38°42'11" W., a distance of 110.00 feet to a point on a curve; thence on said curve to the left and in a Westerly and Southerly direction, having an initial tangent bearing of N. 51°17'49" W., a radius of 113.00 feet, a central angle of 105°57'44", and a length of 208.98 feet to a point; thence S. 22°44'27" W., a distance of 55.28 feet to a point; thence S. 26°32'55" W., a distance of 90.34 feet to a point on a curve; thence on said curve to the left and in a Southerly direction, having a radius of 188.00 feet, a central angle of 15°09'01", and a length of 49.71 feet to a point of compound curvature; thence on said curve to the left, having a radius of 474.00 feet, a central angle of 3°54'45", and a length of 32.37 feet to a point; thence S. 7°29'09" W., a distance of 259.53 feet to a point on a curve; thence on said curve to the right and in a Southwesterly direction, having a radius of 526.00 feet, a central angle of 18°19'45", and a length of 168.27 feet to a point; thence S. 25°48'54" W., a distance of 7.12 feet to a point on a curve; thence on said curve to the left and in a Southerly direction, having a radius of 474.00 feet, a central angle of 26°24'09", and a length of 218.42 feet to a point; thence S. 0°35'14" E., a distance of 120.86 feet to a point on a curve; thence on said curve to the right and in a Southerly direction, having a radius of 526.00 feet, a central angle of 9°43'32", and a length of 89.28 feet; thence S. 9°08'17" W, a distance of 115.39 feet to a point on a curve; thence on said curve to the left and in a Southerly direction, having a radius of 474.00 feet, a central angle of 5°56'02", and a length of 49.09 feet to a point of compound curvature; thence on said curve to the left and in a Southeasterly direction, having a radius of 288.00 feet, a central angle of 20°41'37", and a length of 104.02 feet to a point; thence S. 17°29'21" E., a distance of 65.72 feet to a point on a curve; thence on said curve to the left and in a Southeasterly direction, having a radius of 462.00 feet, a central angle of 13°46'54", and a length of 111.13 feet to a point, said point being in the N. line of Cedar Creek Village I, Sixth Plat; thence S. 55°25'12" W. along the N. line of said Cedar Creek Village I, Sixth Plat, a distance of 155.57 feet to a point on a curve; thence on said curve to the right having an initial tangent bearing of N. 37°18'43" W., a radius of 538.00 feet, a central angle of 6°44'17", and a length of 63.27 feet to a point of compound curvature; thence on said curve to the right, having a radius of 162.00 feet, a central angle of 14°30'51", and a length of 41.04 feet to a point; thence N. 16°21'22" W., a distance of 94.23 feet to a point on a curve; thence on said curve to the right and in a Northeasterly direction, having a radius of 526.00 feet, a central angle of 17°51'46", and a length of 163.98 feet to a point; thence N. 88°29'37" W., a distance of 28.45 feet to a point; thence N. 5°08'01" W., a distance of 212.58 feet to a point; thence N. 3°03'01" W., a distance of 171.01 feet to a point.

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Eighth Plat - Recorded in Book 74, Page 9 of the Public Records of Johnson County, Kansas

Description:

A tract of land in the SE $\frac{1}{4}$ of Section 6, Township 13 South, Range 23 East and the NE $\frac{1}{4}$ of Section 7, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the SE corner of the SE $\frac{1}{4}$ of said Section 6; thence N. 2°55'24" W. along the East line of said SE $\frac{1}{4}$, a distance of 193.70 feet to a point in said East line; thence S. 87°04'36" W., a distance of 457.26 feet to the Point of Beginning of the hereinafter described tract; thence S. 12°20'17" E., a distance of 540.31 feet to a point in the NE $\frac{1}{4}$ of said Section 7; thence S. 77°39'43" W., a distance of 55.00 feet; thence N. 39°08'26" W., a distance of 280.07 feet to a point of curvature; thence along a curve to the left which has a radius of 150.00 feet, a central angle of 180°00'00", and a length of 471.24 feet; thence S. 39°08'26" E., a distance of 79.94 feet; thence S. 64°48'09" W., a distance of 122.30 feet; thence S. 89°59'13" W., a distance of 156.96 feet to a point of curvature; thence Southerly along a curve to the right which has an initial tangent bearing of S. 16°34'30" E., a radius of 87.00 feet, a central angle of 200°39'06", and a length of 304.68 feet; thence N. 4°04'36" E., a distance of 51.36 feet; thence S. 85°55'24" E., a distance of 36.08 feet to a point of curvature; thence East and North along a curve to the left which has a radius of 14.00 feet, a central angle of 90°00', and a length of 21.99 feet; thence N. 4°04'36" E., a distance of 56.72 feet to a point of curvature; thence Northerly along a curve to the right which has a radius of 270.00 feet, a central angle of 13°27'34", and a length of 63.43 feet; thence N. 85°11'50" W., a distance of 52.63 feet; thence S. 65°08'55" W., a distance of 259.12 feet; thence N. 90°00'00" W., a distance of 165.25 feet; thence S. 44°43'51" W., a distance of 196.23 feet; thence N. 44°52'37" W., a distance of 155.59 feet; thence N. 44°33'43" E., a distance of 135.55 feet; thence N. 0°09'55" W., a distance of 170.37 feet; thence N. 83°22'57" E., a distance of 856.44 feet to a point of curvature; thence Northeasterly along a curve to the left which has an initial tangent bearing of N. 45°33'56" E., a radius of 175.00 feet, a central angle of 52°23'39", and a length of 160.03 feet to a point in the SE $\frac{1}{4}$ of said Section 6; thence N. 83°10'17" E., a distance of 50.00 feet; thence N. 69°59'36" E., a distance of 252.63 feet to a point of curvature; thence Easterly along a curve to the left which has an initial tangent bearing of S. 74°30'15" E., a radius of 150.00 feet, a central angle of 14°40'14", and a length of 38.41 feet; thence S. 89°10'29" E., a distance of 43.74 feet to the Point of Beginning and containing 10.100 acres, more or less.

Additional Property

Cedar Creek Village 1, Ninth Plat, a Replat of part of the Sixth Plat - Recorded in Book 74, Page 10 of the Public Records of Johnson County, Kansas

Description:

A replat of Lots 1, 2, and 3 of Cedar Creek Village I Sixth Plat, being more particularly described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$ of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas; thence S. 87°57'29" W. along the North line of said Section 8, a distance of 686.43 feet to a point; thence S. 2°02'31" E., a distance of 32.08 feet to the NE corner of Cedar Creek Village I Sixth Plat; thence S. 27°38'18" E. along the East line of Cedar Creek Village I Sixth Plat, a distance of 100.00 feet to the Point of Beginning; thence continuing S. 27°38'18" E. along the West line of Lot 1 of Cedar Creek Village I Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, a distance of 94.11 feet to the SW corner of said Lot 1; thence S. 5°13'40" W. along the West line of Lots 2 and 3 of Cedar Creek Village I Fifth Plat, a distance of 174.56 feet to the SW corner of said Lot 3; thence S. 25°58'32" W. along the West line of Lots 4, 5, and 6 of Cedar Creek Village I Fifth Plat, a distance of 251.70 feet to the SW corner of said Lot 6; thence S. 15°45'25" W. along the West line of Lot 7 of Cedar Creek Village I Fifth Plat, a distance of 88.10 feet to the SW corner of said Lot 7; thence S. 45°13'42" W. along the Northwesterly line of Tract "36" of Cedar Creek Village I Fifth Plat and the South line of Lots 2 and 3 of Cedar Creek Village I Sixth Plat, a distance of 678.44 feet to a point of curvature in the Easterly right-of-way of Cedar Creek Parkway; thence along said right-of-way on a curve to the right having a radius of 515.00 feet, an initial tangent bearing of N. 54°33'39" W., a central angle of 35°59'55", and a length of 323.57 feet to a point of tangency; thence N. 18°33'44" W. along said Easterly right-of-way, a distance of 166.29 feet to a point; thence N. 12°54'15" W. along said Easterly right-of-way, a distance of 43.31 feet to a point; thence N. 25°25'37" W. along said Easterly right-of-way, a distance of 82.89 feet to a point of curvature; thence along a curve to the right, having a radius of 90.00 feet, a central angle of 101°44'31", and a length of 159.82 feet to a point of tangency in the Southerly right-of-way of 103rd Street; thence N. 73°48'15" E. along said Southerly right-of-way, a distance of 267.19 feet to a point of curvature; thence along a curve to the left, having a radius of 1200.00 feet, a central angle of 18°48'15", and a length of 393.84 feet to a point of tangency in said Southerly right-of-way; thence N. 55°00'00" E. along said Southerly right-of-way, a distance of 194.97 feet to a point of curvature in said Southerly right-of-way; thence along a curve to the right, having a radius of 470.00 feet, a central angle of 7°21'42", and a length of 60.39 feet to the Point of Beginning and containing 10.91 acres, more or less.

Additional Property

Cedar Creek Village 1, Tenth Plat - Recorded in Book 74, Page 11 of the Public Records of Johnson County, Kansas

Description:

A tract of land in the SE $\frac{1}{4}$ of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$ of said Section; thence S. 89°20'47" W. along the North line of said SE $\frac{1}{4}$ of said Section, a distance of 599.39 feet to a point; thence S. 0°39'13" E., a distance of 1040.53 feet to the Point of Beginning, said point being on the Southerly right-of-way of Valley Parkway; thence S. 83°15'25" E. along said Southerly right-of-way, a distance of 44.64 feet to a point of curvature; thence along said right-of-way on a curve to the right, having a radius of 440.00 feet, a central angle of 6°29'09", and a length of 49.81 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 76°46'16" W., a radius of 20.00 feet, a central angle of 109°09'21", and a length of 38.10 feet to a point of curvature; thence along a curve to the left, having a radius of 275.00 feet, a central angle of 40°47'13", and a length of 195.76 feet to a point of tangency; thence S. 46°42'49" E., a distance of 173.26 feet to a point of curvature; thence along said curve to the right, having a radius of 325.00 feet, a central angle of 13°40'54", and a length of 77.61 feet to a point; thence S. 46°42'49" E., a distance of 392.53 feet to a point of curvature; thence along said curve to the right, having a radius of 150.00 feet, a central angle of 42°48'13", and a length of 112.06 feet to a point of tangency; thence S. 3°54'36" E., a distance of 375.43 feet to a point; thence N. 83°02'22" W., a distance of 461.41 feet to a point of curvature; thence along said curve to the left, having a radius of 150.00 feet, a central angle of 171°27'53", and a length of 448.89 feet to a point; thence S. 69°59'36" W., a distance of 252.63 feet to a point; thence S. 83°10'17" W., a distance of 50.00 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 6°49'43" W., a radius of 175.00 feet, a central angle of 14°46'27", and a length of 45.12 feet to a point; thence S. 68°23'50" W., a distance of 118.31 feet to a point; thence N. 85°49'56" W., a distance of 208.12 feet to a point; thence N. 65°34'00" W., a distance of 57.74 feet to a point; thence N. 77°58'12" W., a distance of 146.20 feet to a point; thence N. 85°49'56" W., a distance of 85.29 feet to a point; thence N. 4°10'03" E., a distance of 16.34 feet to a point; thence N. 12°22'45" W., a distance of 216.45 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 77°37'15" E., a radius of 610.00 feet, a central angle of 15°24'11", and a length of 163.99 feet to a point of tangency; thence N. 62°13'04" E., a distance of 356.13 feet to a point of curvature; thence along said curve to the right, having a radius of 825.00 feet, a central angle of 26°25'34", and a length of 380.51 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 275.00 feet, a central angle of 135°21'27", and a length of 649.67 feet to a point of tangency; thence N. 46°42'49" W., a distance of 173.26 feet to a point of curvature; thence along a curve to the right, having a radius of 325.00 feet, a central angle of 44°34'45", and a length of 252.87 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 20.00 feet, a central angle of 81°09'12", and a length of 28.33 feet to the Point of Beginning and containing 15.588 acres, more or less.

STATE OF KANSAS

COUNTY OF JOHNSON

CROSS REFERENCES: VOLUME 3012
PAGE 124
VOLUME 3066
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VOLUME 3068
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VOLUME 3085
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VOLUME 3127
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VOLUME 3185
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VOLUME 3208
PAGE 929

AMENDMENTS TO THE AMENDED AND RESTATED
SUPPLEMENTAL DECLARATIONS
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CEDAR CREEK VILLAGE I ADDING ADDITIONAL
RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR CEDAR RIDGE (EIGHTH PLAT),
FOR THE BLUFFS (NINTH PLAT),
FOR THE LINKS (TENTH PLAT), AND
FOR CLUBSIDE (THIRTEENTH PLAT)

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

1991 JUN -3 P 2:37.6

1700 SARA F. ULLMANN
REGISTER OF DEEDS

THESE AMENDMENTS are made this 31st day of May,
1991, by Cedar Creek Properties, Inc. ("Declarant").

BACKGROUND STATEMENT

WHEREAS, Cedar Creek Properties, Inc. ("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 that certain Amendment to the Declaration of Covenants,
Conditions and Restrictions from Cedar Creek Village I which
was recorded on April 2, 1991, in Deed Book 3326, page 311,
et seq., of the aforesaid records ("Declaration");

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I Annexing Additional Property was recorded on October 12, 1989, in Deed Book 3066, Page 35, et seq., of the Johnson County, Kansas, public records and re-recorded on October 19, 1989, in Deed Book 3068, Page 899, et seq., of said public records ("Supplemental Declaration");

WHEREAS, the Supplemental Declaration was amended and restated by instruments which were recorded on November 17, 1989, in Deed Book 3085, Page 63, et seq., of said public records ("Supplemental Declaration - Tenth Plat"); on February 22, 1990, in Deed Book 3127, Page 657, et seq., of said public records ("Supplemental Declaration - Eighth Plat"); on June 14, 1990, in Deed Book 3185, Page 722, et seq., of said public records ("Supplemental Declaration - Thirteenth Plat"); and on July 24, 1990, in Deed Book 3208, Page 929, et seq., of said public records ("Supplemental Declaration - Ninth Plat");

WHEREAS, the following amendments to the Supplemental Declaration - Eighth Plat, the Supplemental Declaration - Ninth Plat, the Supplemental Declaration - Tenth Plat, and the Supplemental Declaration - Thirteenth Plat do not have any material adverse effect upon any right of any Owner and merely clarify those Supplemental Declarations;

WHEREAS, the Declarant has approved the following amendments to the Supplemental Declaration - Eighth Plat, the

Supplemental Declaration - Ninth Plat, the Supplemental Declaration - Tenth Plat, and the Supplemental Declaration - Thirteenth Plat;

NOW, THEREFORE, the Supplemental Declaration - Eighth Plat, the Supplemental Declaration - Ninth Plat, the Supplemental Declaration - Tenth Plat, and the Supplemental Declaration - Thirteenth Plat are hereby amended as follows:

1.

Article II, Section 2.3(a) of the Supplemental Declaration - Eighth Plat, of the Supplemental Declaration - Ninth Plat, and of the Supplemental Declaration - Thirteenth Plat shall be amended by deleting the same in their entirety and substituting therefor the following:

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

2.

Article II, Section 2.2(a) of the Supplemental Declaration - Tenth Plat shall be amended by deleting the same in its entirety and substituting therefor the following:

(a) that no removal of any landscaping installed in conjunction with the original construction of dwellings shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

3.

Article II, Section 2.4 of the Supplemental Declaration - Eighth Plat, of the Supplemental Declaration - Ninth Plat, and of the Supplemental Declaration - Thirteenth Plat shall be amended by deleting the same in its entirety and substituting therefor the following:

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, including but not limited to removal and replacement of dead or diseased landscaping other than that installed in conjunction with the original construction of dwellings on Units, shall be the sole responsibility of the respective Owners of such Units. As used in this Article II, the phrase "installed in conjunction with the original construction of dwellings" shall refer to landscaping added by the builder or developer and shall not include trees or other vegetation existing prior to development of the Additional Property.

4.

Article II of the Supplemental Declaration - Tenth Plat shall be amended by adding thereto, immediately following Section 2.2, the following Section 2.2.1:

2.2.1 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, including but not limited to removal and replacement of dead or diseased landscaping other than that installed in conjunction with the original construction of dwellings on Units, shall be

the sole responsibility of the respective Owners of such Units. As used in this Article II, the phrase "installed in conjunction with the original construction of dwellings" shall refer to landscaping added by the builder or developer and shall not include trees or other vegetation existing prior to development of the Additional Property.

IN WITNESS WHEREOF, the undersigned Declarant does hereby set its hand and seal to these Amendments, this 31st day of May, 1991.

DECLARANT: CEDAR CREEK PROPERTIES, INC.

By: Charles T. Sunderland
Its PRESIDENT CHARLES T. SUNDERLAND

Attest: Gary L. Church
Its ASSISTANT SECRETARY
GARY L. CHURCH

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 31st day of May, 1991, 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 by official seal the day and year last above written.

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1994

2417N--05/24/91

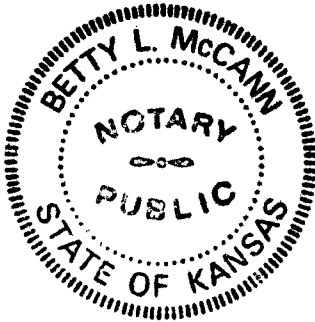


EXHIBIT A

Cedar Creek Village I, Eighth Plat - Recorded in Book 74, Page 9
of the Public Records of Johnson County, Kansas

Cedar Creek Village I, Ninth Plat - Recorded in Book 74, Page 10
of the Public Records of Johnson County, Kansas

Cedar Creek Village I, Tenth Plat - Recorded in Book 74, Page 11
of the Public Records of Johnson County, Kansas

Cedar Creek Village I, Thirteen Plat - Recorded in Book 75, Page 12
of the Public Records of Johnson County, Kansas

STATE OF KANSAS

COUNTY OF JOHNSON

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

20⁰⁰ 1989 NOV 17 P 3:02.1

SARA F. ULLMANN
REGISTER OF DEEDS

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS BY _____ DEP.
FOR CEDAR CREEK VILLAGE I ADDING
ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR THE LINKS
(TENTH PLAT)

THIS SUPPLEMENTAL DECLARATION, is made this 17th day of
November, 1989, by Cedar Creek Properties, Inc., a
Kansas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, on July 3, 1989, Declarant filed that certain Declaration of Covenants for the Cedar Creek Village I, recorded in Deed Book 3012, Page 124, of the public records of Johnson County, Kansas, as amended by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I dated October 6, 1989 and recorded in Deed Book 3066, Page 35, of the public records of Johnson County, Kansas, and refiled on October 19, 1989 in Deed Book 3068, Page 899 to correct the legal description (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 to amend and restate certain parts of the Supplemental Declaration dated October 6, 1989 described above and to impose covenants, conditions and restrictions on the Additional Property in addition to those contained in 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 equally 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:

- (A) mowing, trimming, edging, fertilizing, and reseeding of lawns, shrubs and trees, and removal of leaves from said lawns;
- (B) continuing replacement, as necessary, of landscaping installed in conjunction with the original construction of dwellings within the Additional Property;
- (C) irrigation of landscaping, lawns and common areas;
- (D) maintenance, repair and replacement of all irrigation equipment comprising the common irrigation systems;

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

(F) maintenance, preservation, providing insurance for and replacement of Neighborhood monumentation; and

(G) preparing the surface (including minor repairs only and scraping and priming as required) of "Painted Exterior Surfaces" ("Painted Exterior Surfaces" for purposes hereof referring to those surfaces of any structure(s) located upon any Unit being exposed to the out-of-doors and which such surface was painted at the time such structure was conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling) for repainting and repainting same.

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 itself 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 (G) of Article II of this Amended and Restated 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 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 original landscaping shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(b) that no installation, repair, replacement, restoration of all or any part of the common irrigation system, including, without limitation, water lines, water meters, connectors, sprinkler heads, controllers and controller boxes, shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(c) 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 (f) of this Section 2.2;

(d) that from and after the date upon which any structure(s) is first constructed and completed and the Unit complete with such structure(s) is conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling; no repair, replacement, maintenance in preparation for painting nor any painting of any Painted Exterior Surface (as hereinbefore defined) of such structure(s) shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(e) 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;

(f) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) through (e) 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; and

(g) that any violation of any provision contained in this Section 2.2 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 (including paint) 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.

2.3 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.

(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 that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

(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 X, Section 3, of the Declaration.

ARTICLE III

Amendments

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,
A Kansas Corporation,

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

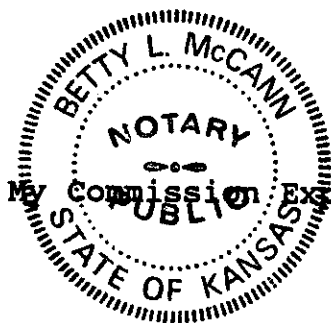
ATTEST:

Gary L. Church Assistant Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 17th day of November, 1989, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Charles T. Sunderland, President of Cedar Creek Properties, Inc., a Kansas corporation, and Gary L. Church, Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Betty L. McCann
Notary Public

My Commission Expires: April 10, 1990

EXHIBIT "A"

Additional Property

Cedar Creek Village 1, Tenth Plat - Recorded in Book 74, Page 11 of the Public Records of Johnson County, Kansas

Description:

A tract of land in the SE $\frac{1}{4}$ of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$ of said Section; thence S. 89°20'47" W. along the North line of said SE $\frac{1}{4}$ of said Section, a distance of 599.39 feet to a point; thence S. 0°39'13" E., a distance of 1040.53 feet to the Point of Beginning, said point being on the Southerly right-of-way of Valley Parkway; thence S. 83°15'25" E. along said Southerly right-of-way, a distance of 44.64 feet to a point of curvature; thence along said right-of-way on a curve to the right, having a radius of 440.00 feet, a central angle of 6°29'09", and a length of 49.81 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 76°46'16" W., a radius of 20.00 feet, a central angle of 109°09'21", and a length of 38.10 feet to a point of curvature; thence along a curve to the left, having a radius of 275.00 feet, a central angle of 40°47'13", and a length of 195.76 feet to a point of tangency; thence S. 46°42'49" E., a distance of 173.26 feet to a point of curvature; thence along said curve to the right, having a radius of 325.00 feet, a central angle of 13°40'54", and a length of 77.61 feet to a point; thence S. 46°42'49" E., a distance of 392.53 feet to a point of curvature; thence along said curve to the right, having a radius of 150.00 feet, a central angle of 42°48'13", and a length of 112.06 feet to a point of tangency; thence S. 3°54'36" E., a distance of 375.43 feet to a point; thence N. 83°02'22" W., a distance of 461.41 feet to a point of curvature; thence along said curve to the left, having a radius of 150.00 feet, a central angle of 171°27'53", and a length of 448.89 feet to a point; thence S. 69°59'36" W., a distance of 252.63 feet to a point; thence S. 83°10'17" W., a distance of 50.00 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 6°49'43" W., a radius of 175.00 feet, a central angle of 14°46'27", and a length of 45.12 feet to a point; thence S. 68°23'50" W., a distance of 118.31 feet to a point; thence N. 85°49'56" W., a distance of 208.12 feet to a point; thence N. 65°34'00" W., a distance of 57.74 feet to a point; thence N. 77°58'12" W., a distance of 146.20 feet to a point; thence N. 85°49'56" W., a distance of 85.29 feet to a point; thence N. 4°10'03" E., a distance of 16.34 feet to a point; thence N. 12°22'45" W., a distance of 216.45 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of N. 77°37'15" E., a radius of 610.00 feet, a central angle of 15°24'11", and a length of 163.99 feet to a point of tangency; thence N. 62°13'04" E., a distance of 356.13 feet to a point of curvature; thence along said curve to the right, having a radius of 825.00 feet, a central angle of 26°25'34", and a length of 380.51 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 275.00 feet, a central angle of 135°21'27", and a length of 649.67 feet to a point of tangency; thence N. 46°42'49" W., a distance of 173.26 feet to a point of curvature; thence along a curve to the right, having a radius of 325.00 feet, a central angle of 44°34'45", and a length of 252.87 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 20.00 feet, a central angle of 81°09'12", and a length of 28.33 feet to the Point of Beginning and containing 15.588 acres, more or less.

2473127

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

95 MAR 10 A 9:23.1

SARA F. ULLMANN
REGISTER OF DEEDS

STATE OF KANSAS

COUNTY OF JOHNSON

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR THE LINKS (EIGHTEENTH PLAT)

THIS SUPPLEMENTAL DECLARATION is made this 6th day of March, 1995, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Additional Restrictions, Reservations and Covenants

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 equally 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:

(A) mowing, trimming, edging, fertilizing and reseeding of lawns, shrubs and trees, and removal of leaves from said lawns;

(B) continuing replacement, as necessary, of landscaping installed in conjunction with the original construction of dwellings within the Additional Property;

(C) irrigation of landscaping, lawns and common areas;

(D) maintenance, repair and replacement of all irrigation equipment comprising the common irrigation systems;

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

(F) maintenance, preservation, providing insurance for and replacement of Neighborhood monumentation; and

(G) preparing the surface (including minor repairs only and scraping and priming as required) of "Painted Exterior Surfaces" ("Painted Exterior Surfaces" for purposes hereof referring to those surfaces of any structure(s) located upon any Unit being exposed to the out-of-doors and which such surface was painted at the time such structure was conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling) for repainting and repainting same.

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 itself 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 (G) 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 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 landscaping installed in conjunction with the original construction of dwellings shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(b) that no installation, repair, replacement or restoration of all or any part of the common irrigation system, including, without limitation, water lines, water meters, connectors, sprinkler heads, controllers and controller boxes, shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(c) 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 (f) of this Section 2.2;

(d) that from and after the date upon which any structure(s) is first constructed and completed and the Unit complete with such structure(s) is conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling; no repair, replacement, maintenance in preparation for painting nor any painting of any Painted Exterior Surface (as hereinbefore defined) of such structure(s) shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(e) 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;

(f) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) through (d) 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; and

(g) that any violation of any provision contained in this Section 2.2 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 (including paint) 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.

2.2.1 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 this Supplemental Declaration, including but not limited to removal and replacement of dead or diseased landscaping other than that installed in conjunction with the original construction of dwellings on Units, shall be the sole responsibility of the respective Owners of such Units. As used in

this Article II, the phrase "installed in conjunction with the original construction of dwellings" shall refer to landscaping added by the builder or developer and shall not include trees or other vegetation existing prior to development of the Additional Property.

2.3 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.

(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 that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

(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 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
Charles T. Sunderland, President

Gary L. Church
Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th day of March, 1995, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

- 7 -

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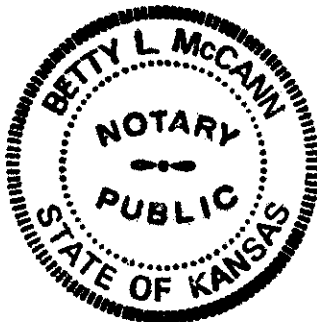


EXHIBIT "A"

Additional Property

Cedar Creek Village I, Eighteenth Plat - Recorded in Book 88, Page 35 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of the above-described Southeast One-Quarter; thence South 87° 38' 37" West along the South line of said Southeast One-Quarter a distance of 1436.69 feet to a point; thence North 02° 21' 23" West a distance of 218.81 feet to the Southwest corner of Cedar Creek Village I Tenth Plat; said point being the Point of Beginning; thence North 85° 46' 00" West a distance of 131.36 feet to a point; thence South 87° 18' 00" West a distance of 132.28 feet to a point; thence North 88° 52' 00" West a distance of 102.55 feet to a point; thence North 09° 12' 08" West a distance of 205.61 feet to a point in a curve; thence Northeasterly along a curve to the left having a radius of 310.00 feet, a central angle of 10° 26' 50", a chord bearing of North 50° 09' 32" East and a length of 56.52 feet to a point; thence North 35° 32' 58" East a distance of 50.00 feet to a point in a curve; thence Easterly along a curve to the left having a radius of 353.00 feet, a central angle of 47° 55' 43", a chord bearing of South 78° 24' 54" East and a length of 295.29 feet to the Northwest corner of Cedar Creek Village I Tenth Plat; thence South 12° 22' 45" East along the West line of said Tenth Plat a distance of 216.45 feet to a point; thence South 04° 10' 03" West continuing along the West line of said Tenth Plat a distance of 16.34 feet to the Point of Beginning and containing 1.9245 acres, more or less.

Accom
This instrument filed by
Security Land Title Company

STATE OF KANSAS

2473126

COUNTY OF JOHNSON

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

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SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR THE EIGHTEENTH PLAT, THE LINKS

THIS SUPPLEMENTAL DECLARATION is made this 6th day of March, 1995, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

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

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

By:

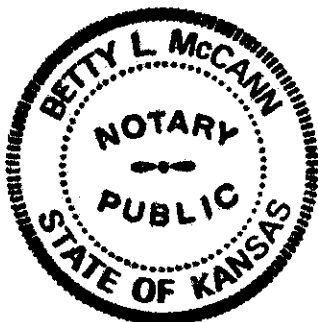

Charles T. Sunderland, President


Gary L. Church, Assistant Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th day of March, 1995, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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




NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Eighteenth Plat - Recorded in Book 88, Page 35 of the Public Records of Johnson County, Kansas.

Description

Part of the Southeast One-Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of the above-described Southeast One-Quarter; thence South 87° 38' 37" West along the South line of said Southeast One-Quarter a distance of 1436.69 feet to a point; thence North 02° 21' 23" West a distance of 218.81 feet to the Southwest corner of Cedar Creek Village I Tenth Plat; said point being the Point of Beginning; thence North 85° 46' 00" West a distance of 131.36 feet to a point; thence South 87° 18' 00" West a distance of 132.28 feet to a point; thence North 88° 52' 00" West a distance of 102.55 feet to a point; thence North 09° 12' 08" West a distance of 205.61 feet to a point in a curve; thence Northeasterly along a curve to the left having a radius of 310.00 feet, a central angle of 10° 26' 50", a chord bearing of North 50° 09' 32" East and a length of 56.52 feet to a point; thence North 35° 32' 58" East a distance of 50.00 feet to a point in a curve; thence Easterly along a curve to the left having a radius of 353.00 feet, a central angle of 47° 55' 43", a chord bearing of South 78° 24' 54" East and a length of 295.29 feet to the Northwest corner of Cedar Creek Village I Tenth Plat; thence South 12° 22' 45" East along the West line of said Tenth Plat a distance of 216.45 feet to a point; thence South 04° 10' 03" West continuing along the West line of said Tenth Plat a distance of 16.34 feet to the Point of Beginning and containing 1.9245 acres, more or less.

Accom

STATE OF KANSAS

COUNTY OF JOHNSON

FILED
JOHNSON COUNTY, KANSAS

1996 APR 17 P 4 31.7

SARA F. ULLMANN
REGISTER OF DEEDS

2000

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR THE TWENTY-FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 15th day of April, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Additional Restrictions, Reservations and Covenants

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 equally 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:

(A) mowing, trimming, edging, fertilizing, and reseeding of lawns, shrubs and trees, and removal of leaves from said lawns;

(B) continuing replacement, as necessary, of landscaping installed in conjunction with the original construction of dwellings within the Additional Property;

(C) irrigation of landscaping, lawns and Common Areas;

(D) maintenance, repair and replacement of all irrigation equipment comprising the common irrigation systems;

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

(F) maintenance, preservation, providing insurance for and replacement of Neighborhood monumentation; and

(G) preparing the surface (including minor repairs only and scraping and priming as required) of "Painted Exterior Surfaces" ("Painted Exterior Surfaces" for purposes hereof referring to those surfaces of any structure(s) located upon any Unit being exposed to the out-of-doors and which such surface was painted at the time such structure was conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling) for repainting and repainting same.

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 itself 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 (G) 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 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 landscaping installed in conjunction with the original construction of dwellings shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(b) that no installation, repair, replacement or restoration of all or any part of the common irrigation system, including, without limitation, water lines, water meters, connectors, sprinkler heads, controllers and controller boxes, shall be undertaken by any party other than

the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(c) 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 (f) of this Section 2.2;

(d) that from and after the date upon which any structure(s) is first constructed and completed and the Unit complete with such structure(s) is conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling; no repair, replacement, maintenance in preparation for painting nor any painting of any Painted Exterior Surface (as hereinbefore defined) of such structure(s) shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (f) of this Section 2.2;

(e) 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;

(f) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) through (d) 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; and

(g) that any violation of any provision contained in this Section 2.2 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 (including paint) 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.

2.2.1 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, including but not limited to removal and replacement of dead or diseased landscaping

other than that installed in conjunction with the original construction of dwellings on Units, shall be the sole responsibility of the respective Owners of such Units. As used in this Article II, the phrase "installed in conjunction with the original construction of dwellings" shall refer to landscaping added by the builder or developer and shall not include trees or other vegetation existing prior to development of the Additional Property.

2.3 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.

(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 that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

(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 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
Charles T. Sunderland, President

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

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 15th day of April, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

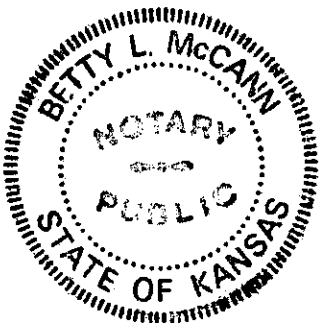


EXHIBIT "A"

Additional Property

Cedar Creek Village I, Twenty-First Plat - Recorded in Book 93, Page 1 of the Public Records of Johnson County, Kansas.

Description

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence S 89°20'47" W, along the North line of said Southeast Quarter, a distance of 1833.83 feet to a point; thence S 0°39'13" E, a distance of 1936.12 feet to the Point of Beginning said point being on the Northerly right-of-way line of Shadow Circle, as now established; thence N 70°47'00" E, a distance of 105.00 feet to a point; thence N 69°45'00" E, a distance of 346.90 feet to a point; thence N 83°27'00" E, a distance of 208.13 feet to a point; thence N 56°35'00" E, a distance of 193.39 feet to a point; thence S 29°00'00" E, a distance of 66.20 feet to a point; thence S 54°00'00" E, a distance of 136.46 feet to a point; thence S 23°36'00" E, a distance of 148.36 feet to a point on the Northerly right-of-way line of Shadow Circle, as now established; thence Southwesterly along said Northerly right-of-way line on a curve to the left with an initial tangent bearing of S 67°43'51" W, having a radius of 825.00 feet and a length of 79.38 feet; thence S 62°13'04" W, continuing along said Northerly right-of-way line, a distance of 356.13 feet to a point of curvature; thence Southwesterly along a curve to the right, continuing along said Northerly right-of-way line, having a radius of 610.00 feet and a length of 163.99 feet to a point of compound curvature; thence Westerly, continuing along said Northerly right-of-way line on a curve to the right, having a radius of 353.00 feet and a length of 352.61 feet to a point; thence N 45°08'49" W, continuing along said Northerly right-of-way line, a distance of 90.61 feet to a point of curvature; thence Northwesterly, continuing along said Northerly right-of-way line on a curve to the right, having a radius of 385.00 feet and a length of 108.68 feet to the Point of Beginning and containing 6.6606 acres, more or less.

Accom

2710027

This instrument filed by
Security Land Title Company

STATE OF KANSAS

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

COUNTY OF JOHNSON

1997 JUN -5 P 1:34.4

2400
SARA F. ULLMANN
REGISTER OF DEEDS

AMENDMENT TO

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CEDAR CREEK VILLAGE I

ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS

FOR THE TWENTY-FIRST PLAT

THIS AMENDMENT is made this 14th 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, on July 3, 1989, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded in Deed Book 3012, Page 124 of the public records of Johnson County, Kansas;

WHEREAS, said declaration has been amended by documents recorded April 2, 1991 in Volume 3326, Page 311, et seq., October 29, 1991 in Volume 3449, Page 394, et seq., November 23, 1993 in Volume 4155, Page 243, et seq., December 27, 1994 in Volume 4495, Page 260, et seq., March 10, 1995 in Volume 4539 at Page 873 et seq., and as amended and restated in its entirety by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded August 21, 1996 in Volume 4967, Page 614, et seq. (said declaration as so amended collectively referred to herein as the "Declaration");

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions of Cedar Creek Village I, dated April 15, 1996, was recorded in Book 4853, Page 441 of the public records of Johnson County, Kansas (the "Supplemental Declaration") regarding property described on Exhibit A attached hereto;

WHEREAS, pursuant to the terms of Article III of the Supplemental Declaration, so long as the Declarant still owns property described in Exhibit A to the Supplemental Declaration or described in Article VII, Section 1 of the Declaration for development as part of the Village Properties (as therein defined), the Declarant may unilaterally amend the Supplemental Declaration, provided the amendment has no material adverse affect upon any right of any Owner;

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

WHEREAS, the Declarant and the undersigned Owners together own one hundred percent (100%) of the Units affected by and subject to this Amendment, and do evidence their consent to and approval of this Amendment by their signatures affixed hereto; and

WHEREAS, the amendment has no material adverse affect on any right of any owner as referenced in Article III of the Supplemental Declaration.

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

1.

Article II is hereby deleted in its entirety and the following substituted in lieu thereof:

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 equally 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:

(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 conjunction with the original construction of dwellings;

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

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

(E) preparing the surface (including minor repairs only and scraping and priming as required) of "Painted Exterior Surfaces" ("Painted Exterior Surfaces" for purposes hereof referring to those surfaces of any structure(s) located upon any Unit being exposed to the out-of-doors and which such surface was painted at the time such structure was conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling) for repainting and repainting same.

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 itself 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 (E) 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 (E) 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 Paragraph (e) of this 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 (e) of this Section 2.3;

(c) that from and after the date upon which any structure(s) is first constructed and completed and the Unit complete with such structure(s) is conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling; no repair, replacement, maintenance in preparation for painting nor any painting of any Painted Exterior Surface (as hereinbefore defined) of such structure(s) shall be undertaken by any party other than the

Association, except as hereinafter described in Paragraph (e) of this Section 2.3;

(d) 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;

(e) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) through (c) 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; and

(f) 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 (including paint) 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 that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

(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.

IN WITNESS WHEREOF, Declarant and the undersigned owners do hereby set their hands and seals to this Amendment.

CEDAR CREEK PROPERTIES, INC., OWNER OF LOTS
2-4, 6-9 and 11-17

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

(SEAL)

Attest: Teresa Hoffman
Teresa Hoffman, Secretary

GALBREATH, INC., OWNER OF LOTS 5 AND 10

By: William L. Galbreath
William L. Galbreath, President

~~XXXXXX~~

Attest: XX
XX Secretary

BARBARA K. REDA, OWNER LOT 1

Barbara K. Reda

Barbara K. Reda, A Married Person

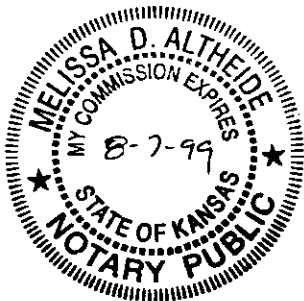
Charles T. Sunderland

Charles T. Sunderland Husband of Barbara K. Reda, joins in the execution of the foregoing for the sole purpose of evidencing his consent thereto

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 14th day of MAY, 1997, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Teresa Hoffman, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Melissa D. Altheide
NOTARY PUBLIC

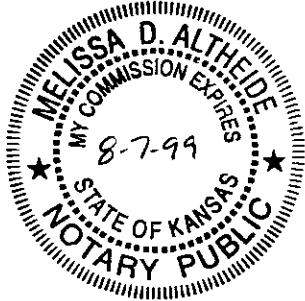
MELISSA D. ALTHEIDE
Print Name

My Commission Expires: AUG. 7, 1999

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 14th day of May, 1997, before me, the undersigned, a Notary Public in and for said County and State, came William L. Galbreath, President, ~~and~~ ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxx~~ ~~Secretary~~ of Galbreath, Inc., a Kansas corporation, who ~~are~~ ^{is} 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.



Melissa D. Altheide
NOTARY PUBLIC

MELISSA D. ALTHEIDE
Print Name

My Commission Expires: Aug. 7, 1999

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 21st day of May, 1997, by Barbara K. Reda and Sam R. Reda, JR wife and husband.

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

Karen S. Christensen
NOTARY PUBLIC

Karen S. Christensen
Print Name

My Commission Expires: Sept. 9, 2000

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Twenty-First Plat - Recorded in Book 93,
Page 1 of the Public Records of Johnson County, Kansas.

Accom.
STATE OF KANSAS
COUNTY OF JOHNSON

FILED
JOHNSON COUNTY, KANSAS

1200
1996 APR 17 P 4 31.6

SARA FULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR THE TWENTY-FIRST PLAT

THIS SUPPLEMENTAL DECLARATION is made this 15th day of April, 1996, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

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

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

By:

Charles T. Sunderland
Charles T. Sunderland, President

Attest:

Gary L. Church
Gary L. Church, Assistant Secretary

(SEAL)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 15th day of April, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gary L. Church, Assistant Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

Betty L. McCann

Print Name

My Commission Expires: April 10, 1998

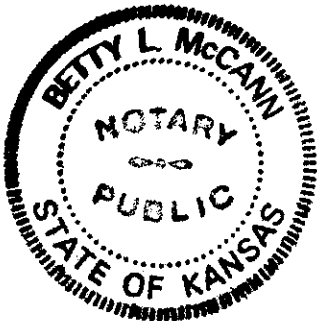


EXHIBIT "A"

Additional Property

Cedar Creek Village I, Twenty-First Plat - Recorded in Book 93, Page 1 of the Public Records of Johnson County, Kansas.

Description

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence S 89°20'47" W, along the North line of said Southeast Quarter, a distance of 1833.83 feet to a point; thence S 0°39'13" E, a distance of 1936.12 feet to the Point of Beginning said point being on the Northerly right-of-way line of Shadow Circle, as now established; thence N 70°47'00" E, a distance of 105.00 feet to a point; thence N 69°45'00" E, a distance of 346.90 feet to a point; thence N 83°27'00" E, a distance of 208.13 feet to a point; thence N 56°35'00" E, a distance of 193.39 feet to a point; thence S 29°00'00" E, a distance of 66.20 feet to a point; thence S 54°00'00" E, a distance of 136.46 feet to a point; thence S 23°36'00" E, a distance of 148.36 feet to a point on the Northerly right-of-way line of Shadow Circle, as now established; thence Southwesterly along said Northerly right-of-way line on a curve to the left with an initial tangent bearing of S 67°43'51" W, having a radius of 825.00 feet and a length of 79.38 feet; thence S 62°13'04" W, continuing along said Northerly right-of-way line, a distance of 356.13 feet to a point of curvature; thence Southwesterly along a curve to the right, continuing along said Northerly right-of-way line, having a radius of 610.00 feet and a length of 163.99 feet to a point of compound curvature; thence Westerly, continuing along said Northerly right-of-way line on a curve to the right, having a radius of 353.00 feet and a length of 352.61 feet to a point; thence N 45°08'49" W, continuing along said Northerly right-of-way line, a distance of 90.61 feet to a point of curvature; thence Northwesterly, continuing along said Northerly right-of-way line on a curve to the right, having a radius of 385.00 feet and a length of 108.68 feet to the Point of Beginning and containing 6.6606 acres, more or less.

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

STATE OF KANSAS

COUNTY OF JOHNSON

2000 1999 OCT 25 P 4: 08 9
SARA FULLMANN
REGISTER OF DEEDS

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

ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR THE TWENTY SECOND PLAT (THE LINKS)

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of October, 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 equally 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:

(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 conjunction with the original construction of dwellings;

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

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

(E) preparing the surface (including minor repairs only and scraping and priming as required) of "Painted Exterior Surfaces" ("Painted Exterior Surfaces" for purposes hereof referring to those surfaces of any structure(s) located upon any Unit being exposed to the out-of-doors and which such surface was painted at the time such structure was conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling) for repainting and repainting same.

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 itself 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 (E) 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 (E) 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 Paragraph (e) of this 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 (e) of this Section 2.3;

(c) that from and after the date upon which any structure(s) is first constructed and completed and the Unit complete with such structure(s) is conveyed to an Owner for that Owner's occupancy as, or for use in conjunction with, a single-family dwelling; no repair, replacement, maintenance in preparation for painting nor any painting of any Painted Exterior Surface (as hereinbefore defined) of such structure(s) shall be undertaken by any party other than the Association, except as hereinafter described in Paragraph (e) of this Section 2.3;

(d) 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;

(e) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) through (c) 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; and

(f) 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 (including paint) 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 that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

(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
Charles T. Sunderland, President

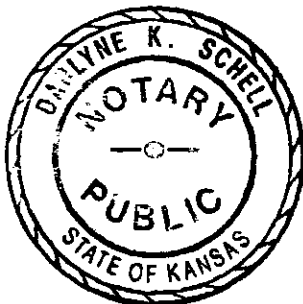
Attest:

Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 22nd day of October, 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 said corporation.

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



Darlyne K. Schell
NOTARY PUBLIC

Darlyne K. Schell
Print Name

My Commission Expires: May 4, 2002

EXHIBIT "A"

Additional Property

Cedar Creek Village I, Twenty Second Plat - Recorded in Book 101, Page 15 of the Public Records of Johnson County, Kansas.

Description

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence S 89°20'47" W, along the North line of said Southeast Quarter, a distance of 1037.84 feet to a point; thence S 0°39'13" E, a distance of 1660.31 feet to the most Northerly corner of Lot 15, CEDAR CREEK VILLAGE I, TWENTY FIRST PLAT, a platted subdivision in the City of Olathe, Johnson County, Kansas, said point also being the Point of Beginning; thence N 56°35'00" E, a distance of 189.61 feet to a point; thence S 70°00'00" E, a distance of 59.95 feet to a point; thence S 89°55'00" E, a distance of 148.86 feet to a point; thence N 77°06'06" E, a distance of 301.90 feet to a point; thence N 62°16'50" E, a distance of 83.81 feet to a point on the Westerly right-of-way line of Shadow Circle, as now established; thence Southerly, Southwesterly and Westerly along said right-of-way line on a curve to the right with an initial tangent bearing of S 27°43'11" E, having a radius of 275.00 feet and a length of 558.51 feet to a point of reverse curvature; thence continuing along said right-of-way line on a curve to the left, having a radius of 825.00 feet and a length of 301.13 feet to the Southeast corner of Lot 17, of said CEDAR CREEK VILLAGE I, TWENTY FIRST PLAT; thence N 23°36'00" W, along the East line of said Lot 17, a distance of 148.36 feet to the Northeast corner thereof; thence N 54°00'00" W, along the Easterly line of Lots 15 and 16, CEDAR CREEK VILLAGE I, TWENTY FIRST PLAT; a distance of 136.46 feet to a point in the Northeasterly line of said Lot 15; thence N 29°00'00" W, continuing along the Northeasterly line of said Lot 15, a distance of 66.20 feet to the Point of Beginning, and containing 4.8542 acres, more or less.

Aecm

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

①

STATE OF KANSAS

COUNTY OF JOHNSON

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1200
SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS

FOR THE CEDAR CREEK COMMUNITY

FOR THE TWENTY SECOND PLAT (THE LINKS)

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of October, 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

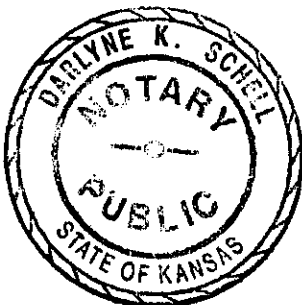
Attest:

Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 22nd day of October, 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.



Darlyne K. Schell
NOTARY PUBLIC

Darlyne K. Schell
Print Name

My Commission Expires: May 4, 2002

EXHIBIT "A"

Additional Property

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