

Accom
This instrument filed by
Security Land Title Company

3754467

\$1400
\$1000

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

STATE OF KANSAS

COUNTY OF JOHNSON

2003 NOV 26 P 4:20 P

REBECCA L. DAVIS
REGISTER OF DEEDS

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

THIS SUPPLEMENTAL DECLARATION is made this 25th day of November, 2003, 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

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

the validity of such amendment.

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By: Eileen Flink
Eileen Flink, President

Attest:

John H. Ross III, Secretary

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 25th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



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

My Commission Expires: 10/17/07

BOOK 9699 PAGE 467

EXHIBIT "A"

Additional Property

Lots 1 – 44 and Tracts A, B, C, D and E, Woods at Southglen – First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, recorded in Book 133, at page 3.

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REBECCA L. DAVIS
REGISTER OF DEEDS

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

THIS SUPPLEMENTAL DECLARATION is made this 25th day of November, 2003, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

BOOK 9699 PAGE 459

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any

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

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

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

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

(SEAL)

By:

Eileen Flink
Eileen Flink, President

Attest:

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

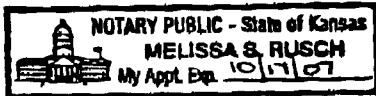
STATE OF KANSAS)

COUNTY OF JOHNSON)

) ss.

BE IT REMEMBERED that on this 25th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



Melissa S. Rusch
NOTARY PUBLIC

MELISSA S. Rusch
Print Name

My Commission Expires: 10/17/07

BOOK 9699 PAGE 462

EXHIBIT "A"

Additional Property

Lots 1 – 44 and Tracts A, B, C, D and E, Woods at Southglen – First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, recorded in Book 133, at page 3.

BOOK 9699 PAGE 463

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REGISTER OF DEEDS

STATE OF KANSAS
COUNTY OF JOHNSON

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

THIS SUPPLEMENTAL DECLARATION is made this 25th day of
November, 2003, 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

BOOK 9699 PAGE 464

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.

07/28/04 WED 10:03 FAX 913 780 2412 cedat CCRK 170P

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

the validity of such amendment.

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

DECLARANT:

CEDAR CREEK PROPERTIES, INC.,
a Kansas corporation

(SEAL)

By: Eileen Flink
Eileen Flink, President

Attest:

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

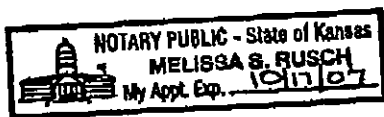
STATE OF KANSAS)

COUNTY OF JOHNSON)

ss.

BE IT REMEMBERED that on this 25th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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



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

My Commission Expires: 10/17/07

BOOK 9699 PAGE 467

EXHIBIT "A"

Additional Property

Lots 1 – 44 and Tracts A, B, C, D and E, Woods at Southglen – First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, recorded in Book 133, at page 3.

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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

BOOK 9699 PAGE 459

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

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ARTICLE II

Amendments

Prior to conveyance of the first Unit subject to this Supplemental Declaration, Declarant may unilaterally amend this Supplemental Declaration for any purpose. After such conveyance, the Declarant may unilaterally amend this Supplemental Declaration any

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

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

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

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

(SEAL)

By:

Eileen Flink
Eileen Flink, President

Attest:

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

STATE OF KANSAS)

COUNTY OF JOHNSON) ss.
)

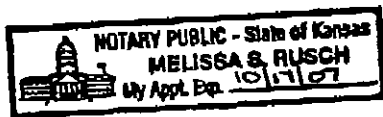
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Melissa S. Rusch
NOTARY PUBLIC

MELISSA S. Rusch
Print Name

My Commission Expires: 10/17/07



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EXHIBIT "A"**Additional Property**

Lots 1 – 44 and Tracts A, B, C, D and E, Woods at Southglen – First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, recorded in Book 133, at page 3.

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