This instrument filed by
Security Land Title Company **2628188**

STATE OF KANSAS

CROSS REFERENCE: VOLUME 3012
PAGE 124

COUNTY OF JOHNSON

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SARA F. ULLMANN
REGISTER OF DEEDS

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR CREEK VILLAGE I

THIS AMENDMENT is made this 20th day of June, 1996 by Cedar Creek Village I Association, Inc., a Kansas corporation.

BACKGROUND STATEMENT

WHEREAS, Cedar Creek Properties, Inc. ("Declarant") executed that certain Declaration of Covenants for Cedar Creek Village I which was recorded on July 3, 1989, in Volume 3012, Page 124, et seq., of the Johnson County, Kansas public records and which covered certain property shown on Cedar Creek Village I, First Plat, recorded on March 15, 1989, at Plat Book 72, Page 22 ("Original Declaration"); and

WHEREAS, additional property has been made subject to the Declaration by certain Supplemental Declarations recorded in the Johnson County, Kansas, public records, which property is more fully described on Exhibit "A" attached hereto (the "Supplemental Declarations"); and

WHEREAS, the Original Declaration has previously been amended by that certain amendment recorded on April 2, 1991, in Volume 3326, Page 311, of the Johnson County, Kansas, public records, and by those amendments recorded on October 29, 1991, in Volume 3449, Page 394; November 23, 1993, in Volume 4155, Page 243; December 27, 1994, in Volume 4495, Page 260; and March 10, 1995, in Volume 4539, Page 873, of such public records; and

WHEREAS, Article XIII, Section 2, of the Original Declaration, as amended, provides that it may be amended upon the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least sixty-seven (67%) of the total Class "A" votes in the Association, including sixty-seven (67%) of the total Class "A" votes held by Persons other than Declarant, and the consent of the Class "B" member, so long as such membership exists;

WHEREAS, pursuant to Article XIV, Section 4(b), any amendment which materially amends certain specified provisions of the Declaration, By-Laws or Articles of Incorporation of the Association also requires the approval of the Declarant, as long as it owns land subject to the Declaration, and the approval of "eligible holders" of first Mortgages on Units to which at least 51% of the votes of Units subject to a Mortgage appertain; and

WHEREAS, the requisite approval of this Amendment by the Voting Members, Class "B" Member, Declarant, and eligible holders, if any, of first Mortgages on Units has been obtained, as evidenced by their consents attached hereto;

NOW, THEREFORE, the Original Declaration is hereby amended by striking it in its entirety (but leaving in place and unchanged all of the Supplemental Declarations) and substituting in place of the Original Declaration the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I:

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CEDAR CREEK VILLAGE I

HYATT & STUBBLEFIELD, P.C.

Attorneys and Counselors

1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

- TABLE OF CONTENTS -

ARTICLE	SECTION		PAGE
I.		DEFINITIONS	1
	1.	Area of Common Responsibility	1
	2.	Articles of Incorporation; Articles	2
	3.	Association	2
	4.	Base Assessment	2
	5.	By-Laws	2
	6.	Cedar Creek Community	2
	7.	Cedar Creek Community Services Corporation	2
	8.	Class "B" Control Period	2
	9.	Common Area	2
	10.	Common Expenses	2
	11.	Community Properties	3
	12.	Community-Wide Standard	3
	13.	Declarant	3
	14.	Exclusive Common Area	3
	15.	General Common Area	3
	16.	Master Land Use Plan	3
	17.	Member	3
	18.	Mortgage	3
	19.	Mortgagee	3
	20.	Mortgagor	3
	21.	Neighborhood	4
	22.	Neighborhood Assessments	4
	23.	Neighborhood Expenses	4
	24.	Owner	4
	25.	Person	4
	26.	Private Recreational Parcel	4
	27.	Special Assessment	5
	28.	Supplemental Declaration	5
	29.	Unit	5
	30.	Village Properties	6
	31.	Voting Group	6
	32.	Voting Member	6
II.		PROPERTY RIGHTS	6
	1.	General	6
	2.	Exclusive Common Areas	7
	3.	Private Recreational Parcels	7

4967 PAGE 617

ARTICLE	SECTION		PAGE
III.		MEMBERSHIP AND VOTING RIGHTS	8
	1.	Membership	8
	2.	Voting	8
	3.	Neighborhoods and Voting Groups	9
IV.		MAINTENANCE	10
	1.	Association's Responsibility	10
	2.	Owner's Responsibility	11
	3.	Neighborhood's Responsibility	11
	4.	Party Walls and Party Fences	12
V.		INSURANCE AND CASUALTY LOSSES	13
	1.	Insurance	13
	2.	Individual Insurance	15
	3.	Damage and Destruction	16
	4.	Disbursement of Proceeds	17
	5.	Repair and Reconstruction	17
VI.		NO PARTITION	17
VII.		CONDEMNATION	17
VIII.		ANNEXATION OF ADDITIONAL PROPERTY	18
	1.	Annexation Without Approval of Class "A" Membership	18
	2.	Annexation With Approval of Class "A" Membership	19
	3.	Acquisition of Additional Common Area	19
	4.	Withdrawal of Property	19
	5.	Cedar Creek Covenants	19
	6.	Amendment	19
IX.		RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	20
	1.	Common Area	20
	2.	Personal Property and Real Property for Common Use	20
	3.	Rules and Regulations	20
	4.	Implied Rights	20
	5.	Governmental Interests	21

4967 PAGE 618

ARTICLE	SECTION		PAGE

X. ASSESSMENTS 21

1. Creation of Assessments 21
2. Computation of Base Assessment 22
3. Computation of Neighborhood Assessments 24
4. Special Assessments 24
5. Lien for Assessments 25
6. Reserve Budget and Capital Contribution 25
7. Date of Commencement of Assessments 25
8. Subordination of the Lien to First Mortgages 26
9. Capitalization of Association 26
10. Exempt Property 26

XI. ARCHITECTURAL STANDARDS 26

1. New Construction Committee 27
2. Modifications Committee 28
3. No Waiver of Future Approvals 28
4. Variance 28
5. Compliance With Guidelines 29

XII. USE RESTRICTIONS 29

1. Signs 29
2. Parking and Prohibited Vehicles 30
3. Occupants Bound 30
4. Animals and Pets 30
5. Quiet Enjoyment 31
6. Unsightly or Unkempt Conditions 31
7. Antennas 31
8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc 31
9. Subdivision of Unit and Time Sharing 32
10. Firearms 32
11. Pools 32
12. Irrigation 32
13. Tents, Trailers and Temporary Structures 32
14. Drainage and Septic Systems 33
15. Tree Removal 33
16. Sight Distance at Intersections 33
17. Utility Lines 33
18. Air Conditioning Units 33
19. Lighting 33
20. Artificial Vegetation. Exterior Sculpture, and Similar Items 33

ARTICLE	SECTION		PAGE

	21.	Energy Conservation Equipment	33
	22.	Lakes, Ponds and Water Bodies	34
	23.	Playground	34
	24.	Fences	34
	25.	Business Use	34
	26.	On-Site Fuel Storage	36
	27.	Golf Carts	36
	28.	Leasing of Units	36
	29.	Laws and Ordinances	37
XIII.	**GENERAL PROVISIONS**		37
	1.	Term	37
	2.	Amendment	37
	3.	Indemnification	38
	4.	Easements of Encroachment	38
	5.	Easements for Utilities, Etc	39
	6.	Easement for Golf Balls	39
	7.	Severability	39
	8.	Right of Entry	40
	9.	Perpetuities	40
	10.	Litigation	40
	11.	Cumulative Effect; Conflict	40
	12.	Use of the Words "Cedar Creek	41
	13.	Compliance	41
	14.	Security	41
	15.	Notice of Sale or Transfer of Title	42
	16.	Enforcement	42
XIV.	**MORTGAGEE PROVISIONS**		42
	1.	Notices of Action	42
	2.	Special FHLMC Provision	43
	3.	Other Provisions for First Lien Holders	44
	4.	Amendments to Documents	44
	5.	No Priority	45
	6.	Notice to Association	45
	7.	Amendment by Board	45
	8.	Applicability of Article XIV	45
	9.	Failure of Mortgagee to Respond	45

4967 PAGE 620

ARTICLE	SECTION		PAGE
XV.	DECLARANT'S RIGHTS		46
XVI.	PRIVATE RECREATIONAL PARCELS		46
	1.	General	46
	2.	Conveyance of Private Recreational Parcels	47
	3.	Rights of Access and Parking	47
	4.	Assessments	48
	5.	Limitations on Amendments	48
	6.	Jurisdiction and Cooperation	48
XVII.	CEDAR CREEK COMMUNITY SERVICES CORPORATION		48
	1.	General	48
	2.	Jurisdiction and Cooperation	48
	3.	Easements to Community Services Corporation	48
	4.	Enforcement Action	49
	5.	Dispute Resolution	49
	6.	Amendment	49
	7.	Superiority of Cedar Creek Covenants	49

- TABLE OF EXHIBITS

Exhibit	Subject Matter	Page First Appearing
"A"	Land Initially Submitted	1

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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CEDAR CREEK VILLAGE I

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 20th day of June, 1996, by Cedar Creek Village I Association, Inc., a Kansas not-for-profit corporation.

Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"), as the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference, filed this Declaration to impose upon the Village Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Village Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Village Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Village Properties as are now or hereafter subjected to this Declaration.

All of the property described in Exhibit "A" and any additional property which has previously been or is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Village Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Kan. Stat. Ann. § 58-3101, et seq.

Article I
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Neighborhood become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Village Properties, or any public rights-of-way within or adjacent to the Village Properties, may be part of the Area of Common Responsibility.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Cedar Creek Village I Association, Inc., as filed with the Secretary of State of the State of Kansas.

Section 3. "Association" shall mean and refer to Cedar Creek Village I Association, Inc., a Kansas not-for-profit corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Kansas corporate law. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Village Properties.

Section 4. "Base Assessment" shall mean and refer to assessments levied against all Units in the Village Properties to fund Common Expenses.

Section 5. "By-Laws" shall mean and refer to the By-Laws of Cedar Creek Village I Association, Inc., attached hereto as Exhibit "B" and incorporated herein by reference, as they may be amended from time to time.

Section 6. "Cedar Creek Community" shall refer to all that real property which is now or hereafter made subject to that certain Declaration of Covenants for Cedar Creek Community recorded in the Johnson County, Kansas, public records, as it may be amended from time to time ("Cedar Creek Covenants").

Section 7. "Cedar Creek Community Services Corporation" shall refer to that not-for-profit corporation of the same name organized under the laws of the State of Kansas to own and operate certain property for the benefit of, and to provide certain services to, the owners of property within the Cedar Creek Community, as more particularly set forth in the Cedar Creek Covenants.

Section 8. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2, of the By-Laws.

Section 9. "Common Area" shall be an inclusive term referring to all General Common Area and all Exclusive Common Area, as defined herein.

Section 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction and installation of infrastructure, original capital improvements, or other initial construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 11. "Community Properties" shall mean and refer to the real property and facilities owned and/or controlled by Cedar Creek Community Services Corporation for the use and benefit of all owners and occupants of property within the Cedar Creek Community, as more particularly described in the Cedar Creek Covenants. The Declarant reserves the right to dedicate all or any portion of the Community Properties to the City of Olathe or Johnson County, Kansas, at any time in its sole discretion.

Section 12. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Village Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

Section 13. "Declarant" shall mean and refer to Cedar Creek Properties, Inc., a Kansas corporation, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" or in Article VIII, Section 1, hereof for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 14. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods, as more particularly described in Article II of this Declaration.

Section 15. "General Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, including any and all easements granted to the Association.

Section 16. "Master Land Use Plan" shall mean and refer to the plan for the development of the Village Properties and that portion of the property described in Article VIII, Section 1, hereof, which is owned by Declarant from time to time and subject to annexation to the Village Properties, which plan was prepared by Gary Corser for Declarant and is subject to modification from time to time in the sole discretion of Declarant.

Section 17. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 18. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 19. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 20. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 21. "Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development shall constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article III, Section 3) having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an additional owners association except in the case of a condominium or otherwise as required by law. Neighborhoods may be divided or combined in accordance with Article III, Section 3, of this Declaration.

Section 22. "Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article X, Section 1 of this Declaration.

Section 23. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Section 24. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Village Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association.

Section 25. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 26. "Private Recreational Parcel" shall mean any parcel of land within or adjacent to the Village Properties which is privately owned by Cedar Creek Properties, Inc., its successors, successors-in-title, or assigns, and which is operated as a private membership club or on a commercial basis for recreational purposes, which may include, but shall not be limited to,

golf courses, club houses, pools, tennis courts and any and all related and supporting facilities and improvements.

Section 27. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 28. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates Voting Groups as specified in Article III, Section 3(b) hereof. The term shall also refer to the instrument recorded by the Association pursuant to Article VIII, Section 2 of this Declaration to subject additional property to this Declaration.

Section 29. "Unit" shall mean a portion of the Village Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Village Properties. The term shall include all portions of the lot owned as well as any structure thereon. In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Land Use Plan or the site plan approved by Declarant, whichever is more recent, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Notwithstanding anything to the contrary herein, upon written notice to the Board of Directors setting forth such information as the Board may reasonably require, an Owner who owns two (2) adjoining single family lots as shown on a recorded subdivision plat filed by Declarant, with no more than one (1) dwelling constructed on such adjoining lots, may have such lots treated as a single Unit for all purposes including, but not limited to, assessments and voting. An Owner who owns more than two (2) adjoining lots may have two (2) of such lots treated as a single Unit as provided herein, but each additional lot owned shall constitute a separate Unit. The Owner of such adjoining Units shall not be required to prepare and record plats altering Unit boundaries in order for adjoining Units to be treated as a single Unit. In the event that title to any one of the adjoining lots treated as a single Unit pursuant to this Section is transferred or if construction of more than one (1) dwelling is commenced on the adjoining lots, then such

adjoining lots shall cease being treated as a single Unit and shall thereafter be treated as two (2) separate Units for all purposes. The Owner of adjoining lots treated as a single Unit hereunder shall give written notice to the Board of Directors at least ten (10) days prior to (a) transfer of title to either lot, or (b) commencement of construction of more than one (1) dwelling on such lots. This Section shall not apply to Units owned by the Declarant or any builder holding title to one or more lots primarily for purposes of constructing a dwelling or dwellings thereon for resale.

Section 30. "Village Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 31. "Voting Group" shall mean one (1) or more Voting Members who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Article III, Section 3(b), of this Declaration or, if the context permits, the group of Members whose Units are represented thereby.

Section 32. "Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Member shall be the next most senior officer.

Article II
Property Rights

Section 1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Association to limit the number of guests, and to adopt rules regulating the use and enjoyment of the Common Area;

(c) the right of the Association to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for violations of the Declaration, By-Laws, or rules of the Association after notice and a hearing pursuant to the Article III, Section 22 of the By-Laws;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to Article XIII, Section 5 hereof;

(e) the right of the Association to impose reasonable membership requirements and charge a reasonable admission or other fee for the use of any recreational facility situated upon the Common Area;

(f) the right of the Association to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(g) the rights of certain Unit Owners to the exclusive use of portions of the Common Areas, designated Exclusive Common Areas, as more particularly described in Section 2 below.

Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

The initial Common Area shall be conveyed to the Association prior to the conveyance of a Unit to any Unit purchaser other than a builder or developer holding title for the purpose of development and resale.

Section 2. Exclusive Common Areas. Certain portions of the Common Areas may be designated Exclusive Common Areas and reserved for the exclusive use of Owners and occupants of Units within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Units in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Common Area to the Association. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the total Association vote, including a majority of the votes within the Neighborhood(s) to which they are assigned.

Section 3. Private Recreational Parcels. Access to the Private Recreational Parcels within or adjacent to the Village Properties is strictly subject to the terms, conditions, rules and procedures established by the respective owners of the Private Recreational Parcels, as more particularly described in Article XVI of this Declaration. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Unit.

Article III
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member, as defined in Article I, representing the Neighborhood of which the Unit is a part.

In any situation where a Member is entitled personally to exercise the vote for his Unit and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, the Declarant so determines.

Section 3. Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article I. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of another owners association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or as otherwise required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefited Units as a Neighborhood Assessment pursuant to Article X hereof.

The senior elected officer of each Neighborhood Association or Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws. The next most senior officer shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as it, in its discretion, deems appropriate. Notwithstanding the above, each Voting Member shall cast only one (1) equal vote for election of directors.

Initially, each portion of the Village Properties described on a single plat or series of plats by the same name shall constitute a separate Neighborhood. The developer of any such Neighborhood may apply to the Board of Directors to divide the parcel constituting the Neighborhood into more than one (1) Neighborhood or to combine two (2) or more Neighborhoods into one (1) Neighborhood at any time. Upon a petition signed by a majority of the Unit Owners in the Neighborhood, any Neighborhood may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units included within the proposed Neighborhood(s). A Neighborhood consolidation shall automatically be deemed granted upon filing the required documents with the Board. A Neighborhood division requested by the Neighborhood or by the Neighborhood developer shall automatically be deemed granted unless the Board of Directors denies such application in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to

4967 PAGE 630

be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Voting Groups. In order to guarantee representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others, the Declarant shall establish Voting Groups for election of directors to the Board.

The Declarant shall establish Voting Groups not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the public records of Johnson County, Kansas, a Supplemental Declaration identifying each Voting Group and designating the Units within each group. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration of the Class "B" Control Period. Until such time as Voting Groups are established by Declarant, or in the event that Declarant fails to establish Voting Groups, all Units shall be assigned to the same Voting Group. Each Voting Group shall be entitled to elect the number of directors specified in Article III, Section 6 of the By-Laws. Any other members of the Board of Directors shall be elected at large by all Voting Members without regard to Voting Groups.

Article IV
Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including all private streets, situated upon the Common Areas, maintenance of all landscape easements shown on recorded plats covering any portion of the Village Properties, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration

affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those designated by Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Village Properties. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Cedar Creek Community Services Corporation, the Association, or a Neighborhood Association pursuant to the Cedar Creek Covenants, this Declaration, any Supplemental Declaration or any other declaration of covenants applicable to such Unit.

Each Owner shall maintain and fertilize all landscaping on his Unit and all landscaping between the Unit boundary and the curb of any street or the actual water's edge of any lake, pond, stream or other body of water adjacent to the Unit, unless so assumed or assigned as provided above. If there is an easement over the Unit for a jogging or bicycle path or trail, the Unit Owner shall be responsible for maintaining the grass or lawn within such easement area on either side of such path or trail, but shall have no responsibility for maintenance of trees, shrubs or other landscaping within the easement area or maintenance or repair of the path or trail itself. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article X, Section 4 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants

affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. A Neighborhood Association shall maintain all landscaping on the common property of the Neighborhood Association, if any, and all landscaping lying between the boundary of such common property and any adjacent street. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 4 of this Declaration.

Section 4. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall or fence may restore it, and if the other Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk property insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to property insurance on the Common Area, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration affecting the Neighborhood, obtain and continue in effect adequate blanket all-risk property insurance, if reasonably available, on properties within the Neighborhood. If all-risk insurance is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate and shall provide coverage for the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment, as defined in Article I hereof.

Insurance obtained on the properties within any Neighborhood, whether obtained by such Neighborhood or the Association, shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board shall also obtain a general liability policy covering the Area of Common Responsibility, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The general liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million ($3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand ($500,000.00) Dollar minimum property damage limit, or an aggregate limit of not less than Three Million ($3,000,000.00) Dollars.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article X, Section 1; provided, in the discretion of the Board of Directors, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited thereby. The policies may contain a reasonable deductible, and, in the case of property insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable

for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Kansas which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All policies on the Common Area shall be for the benefit of the Association and its Members; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Village Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Kansas City, Kansas, area.

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Units, plus reserves on hand. Fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

In addition to securing insurance as required by this Section, the Board shall require and monitor from all contractors retained by the Association certificates of insurance evidencing workers compensation, automobile liability, general liability and products/completed operations coverage, if and to the extent that the Board reasonably determines that such policies would be applicable to the contractor's activities under the contract, with policy limits in such amountsand provided by insurance companies of such financial size and rating as the Board deems prudent under the circumstances. The Association shall make every attempt to be designated as an additional named insured on the aforementioned policies with the insurance company providing thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal. Notwithstanding the above, the Board may, but shall not be obligated to, require such evidence of insurance with regard to any contract which involves payments to the contractor of less than Five Thousand ($5,000.00) Dollars in any year, unless the contract involves the performance of an inherently dangerous activity.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless either the Neighborhood Association for the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit,

the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within the Neighborhood and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other peril to all or any part of the Village Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Village Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Village Properties to substantially the same condition in which they existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association, if Common Area, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood, shall decide within sixty (60) days after the damage or destruction not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Village Properties shall be restored to their natural state and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments, provided, if the damage or destruction involves the common property of a Neighborhood, only the Owners of Units in the affected Neighborhood shall be subject to assessment therefor. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Village Properties or any part thereof seek any judicial partition unless the Village Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" vote in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibit "A" or any property subject to annexation pursuant to Article VIII, Section 1, hereof) by any authority having the power of condemnation or eminent domain, each Owner shall be

entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration or any property subject to annexation pursuant to Article VIII, Section 1, hereof, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described below has been subjected to this Declaration or December 31, 2018, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property located in Johnson County, Kansas and owned by Declarant on the date this Declaration is recorded and/or any additional real property acquired by Declarant after the date this Declaration is recorded within a radius of two (2) miles from the perimeter boundary of such property. Such annexation shall be accomplished by filing in the public records of Johnson County, Kansas, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that described

in Article VIII, Section 1, and following the expiration of the right in Section 1, any property described in Section 1, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members or alternates representing a majority of the Class "A" votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the public records of Johnson County, Kansas, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "A" or Article VIII, Section 1, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community pursuant to this Article VIII, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Village Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Cedar Creek Community desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Cedar Creek Community.

Section 5. Cedar Creek Covenants. No Supplemental Declaration purporting to annex property to this Declaration and the jurisdiction of the Association shall be effective unless and until such property is made subject to the Declaration of Covenants for the Cedar Creek Community in accordance with the terms thereof.

Section 6. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" or Article VIII, Section 1, hereof.

Article IX
Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Village Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Village Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration; provided, the Board shall have no authority to promulgate rules governing use or access to any Community Properties or Private Recreational Parcels. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association shall not be obligated to take any action to enforce the provisions of this Declaration, the By-Laws, or rules and regulations if the Board reasonably determines that the Association's position is not strong enough to justify taking such action or that the nature of the violation is minor or unobjectionable and thus does not warrant enforcement action. Such a decision shall not be construed as a waiver of the right of the Association to take enforcement action at a later time or under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, through the Board, by contract or other agreement, shall have the right to enforce city ordinances and county resolutions and to permit the City of Olathe and Johnson County to enforce ordinances and resolutions on the Village Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Governmental Interests. The Association shall permit the Declarant reasonable authority to designate sites within the Village Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

Article X
Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; and (c) Special Assessments as described in Section 4 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Village Properties, is deemed to covenant and agree to pay these assessments.

Base Assessments shall be levied equally on all Units; provided, until six (6) months after the date on which title to a Unit is conveyed by Declarant, the Base Assessment levied on such Unit shall be twenty-five (25%) percent of the Base Assessment levied on Units subject to full assessment. Neighborhood Assessments shall be levied equally against all Units in the Neighborhood(s) benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use and benefit of particular Units shall be levied on a pro rata basis among the benefited Units, if so directed by the Neighborhood in writing to the Board of Directors. Special Assessments shall be levied as provided in Section 4 below.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Kansas law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have

been paid. The Association may require the advance payment of a processing fee not to exceed Fifty ($50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment and any Neighborhood Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the Declarant shall annually elect either:

(a) to pay full Base Assessments on its unsold Units, and, so long as any Unit Owner is obligated to pay only twenty-five (25%) percent of the full Base Assessment under Section 7 hereof, the difference between the amount the Owner is obligated to pay and the full Base Assessment; or

(b) to pay to the Association the difference between the amount of Base Assessments levied on all other Units subject to assessment under Section 7 of this Article and the amount of actual expenditures (exclusive of Neighborhood Expenses) required to operate the Association during the fiscal year; or

(c) to pay all Association expenses directly and obtain reimbursement from the Association for that share of such expenses allocable to Units subject to full assessment under Section 7 which are not owned by Declarant.

Unless the Declarant otherwise notifies the Board of Directors in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared. The budget shall also include as a line item all amounts payable or estimated to be payable by the Association for the coming fiscal year to the Cedar Creek Community Services Corporation, which amounts shall have first priority for payment out of the income of the Association.

The Base Assessment to be levied against each Unit for the coming year shall be set at a rate which the Board reasonably expects to be sufficient to cover the budgeted Common Expenses, taking into account any other sources of income available to the Association (e.g., Declarant subsidies, user fees, rental income, etc.) and any surplus from prior years. The Board may also consider any assessment income expected to be generated from additional property reasonably expected to become subject to partial or full assessment during the year. The Declarant may enter into an agreement with the Association to subsidize the Association's budget (in addition to any amounts paid by Declarant under Section 1 above) in order to reduce the rate of Base Assessments which might otherwise be levied by the Association during the period of such subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years unless the Declarant otherwise agrees in writing.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Voting Members by Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in Article II, Section 4, of the By-Laws, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood, and provided, further, the right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments.

(a) Entire Membership. The Association may levy Special Assessments from time to time provided such assessment receives the affirmative vote or written consent of Voting Members or their alternates representing a majority of the total Class "A" votes in the Association and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against the Units

in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Neighborhood and an opportunity for a hearing.

Section 5. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. Any action to enforce the lien for unpaid assessments on a Unit must be commenced within five (5) years of the date of recording of a notice of lien for such unpaid assessments against such Unit.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and notice of Base Assessments, as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence as to each Unit on the later of the following: (a) the first day of the first month following the date on which the Unit becomes subject to this Declaration; or (b) the effective date of the first budget adopted by the Board pursuant to Section 2 of this Article. Notwithstanding the above, the Owner of each Unit shall be obligated to pay only twenty-five (25%) percent of the regular Base Assessment levied on his Unit until six (6) months after the date on which the Declarant conveys title to the Unit, or the date on which a temporary or permanent certificate of occupancy is issued, whichever comes first. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Kansas, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from Owners of all the Units, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual Base Assessment per Unit for that year as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) all Common Area;

(b) all Private Recreational Parcels;

(c) all Community Properties; and

(d) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

Article XI
Architectural Standards

No construction (which term shall include, without limitation, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs (other than those which are dead or

diseased or otherwise permitted to be removed pursuant to Article XII, Section 15 hereof) shall take place except in strict compliance with this Article and the provisions of Article XVI, Section 5, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 1 and 2 below. Notwithstanding the above, the NCC may permit clearing of underbrush as necessary to survey property prior to approval of plans and specifications as required herein, provided a written request for such authorization is submitted to the NCC prior to commencing such clearing. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full to review any application.

All dwellings constructed on any portion of the Village Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to construction or improvements or modifications to the Common Area by or on behalf of the Association, nor to any such activities undertaken by Declarant within the Village Properties.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Village Properties. Until one hundred (100%) percent of the Village Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures. The design and development guidelines may vary by Neighborhood and may contain more stringent requirements for Units fronting on any lake or golf course. Copies shall be available from the New Construction Committee for review. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Village Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Section 2. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the MC shall not take any action nor approve any plans inconsistent with the guidelines promulgated by the NCC.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the NCC. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the Board from the Village Properties without liability to any person, subject to the notice and hearing procedures contained in Article III, Section 22 of the By-Laws.

Article XII
Use Restrictions

The Village Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association) as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Units and the Common Areas, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Notwithstanding anything to the contrary contained in this Declaration, these use restrictions shall not apply to that portion of the Village Properties, if any, owned and/or controlled by the Cedar Creek Community Services Corporation, (the "Community Properties"), and the Association shall have no authority to promulgate rules and regulations affecting the Community Properties except with the prior consent of the Cedar Creek Community Services Corporation.

Section 1. Signs. No sign of any kind shall be erected within the Village Properties without the written consent of the Board of Directors, except entry and directional signs installed by Declarant and such signs as may be required by legal proceedings. If permission is granted to any Person to erect a sign within the Village Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Village Properties shall be permitted within the Village Properties.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood having jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Village Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Village Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article III, Section 22 of the By-Laws.

(c) Operation. Motorcycles, motor bikes, mopeds and other motor vehicles, other than golf carts, shall be operated only on paved streets, unless other approved by the Board of Directors. Operation of golf carts within the Village Properties shall be restricted to paved streets and designated golf cart paths.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Village Properties, except that dogs, cats, or other usual and common household pets may be permitted in a Unit up to a maximum number as determined by the Board but not to exceed the maximum number allowed under City of Olathe

ordinance. and horses may be permitted in certain Neighborhoods designated by Declarant or the Board.

However, those pets which are permitted to roam free, or, in the sole discretion of the Association. endanger the health. make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Village Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person.

Section 5. Quiet Enjoyment. All portions of a Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times, and nothing shall be done, maintained, stored or kept outside of enclosed structures on a Unit which, in the determination of the Board of Directors, causes an unclean, unhealthy or untidy condition to exist, is obnoxious to the eye; emits foul or obnoxious odors, or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants of other Units.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Common Areas, or on any portion of a Unit outside of an enclosed structure, which in the determination of the Board of Directors tends to cause embarrassment, discomfort, annoyance, or nuisance to other persons using the Common Areas or the occupants of other Units. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Village Properties, except with prior written approval of, and subject to rules promulgated by, the Board of Directors.

Section 6. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Village Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Village Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect, install and maintain, or to permit a third party to erect, install and maintain, an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Village Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. No clotheslines, above-ground storage tanks, or garbage cans shall be placed, kept or stored outside of the dwelling on a Unit, except that garbage cans may temporarily be placed outside the

dwelling, in accordance with rules adopted by the Board, on the day scheduled for garbage pickup while awaiting pick up, but shall be promptly removed following garbage pickup. Mechanical equipment and other similar items permitted on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Village Properties and shall not be allowed to accumulate thereon. No basketball hoops or backboards shall be attached to any structure on a Unit other than a free-standing pole painted black or painted to match the exterior of the dwelling on the Unit; all backboards shall be clear glass or of similar clear material, and nets shall be kept in good condition.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Units which it owns.

Section 10. Firearms. The discharge of firearms within the Village Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

Section 11. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Village Properties shall be installed, constructed or operated within the Village Properties unless prior written approval has been received from the NCC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration. This Section 12 shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII, Section 1.

Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant or the NCC during initial construction within the Village Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Village Properties. Tents or awnings may be placed on the Common Areas or a

Unit for a period not to exceed twenty-four (24) hours with the prior approval of the Board of Directors.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except with prior approval of the Modifications Committee in accordance with Article XI hereof. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow; provided, drainage and water flow shall not be altered in any manner which would unreasonably interfere with the use of any Unit not owned by the Declarant. Septic tanks and drain fields are prohibited on the Properties.

Section 15. Tree Removal. No trees or shrubs shall be removed from any Unit unless approved in accordance with Article XI of this Declaration, except for trees or shrubs which are diseased or dead, or which need to be removed to promote the growth of other trees or shrubs, or for safety reasons. No vegetation, living or dead, including tree limbs, wood and other by-products, shall be cut, disturbed or removed from the Common Area except by the Declarant or with the prior approval of the Board of Directors.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Village Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between Thanksgiving Day and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Village Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 22. Lakes, Ponds and Water Bodies. All lakes, ponds, and streams within the Village Properties, if any, other than Shadow Lake, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors; provided, fishing from shorelines or banks shall be permitted with proper licenses. Under no circumstances shall swimming be permitted in lakes, ponds or streams. Use of Shadow Lake shall be subject to such restrictions as are contained in the Community Declaration. This Section shall not apply to prohibit use by the owner of a Private Recreational Parcel of lakes, ponds, or streams within the Private Recreational Parcel. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Village Properties. No docks, piers or other structures shall be constructed on or over any body of water within the Village Properties, except such as may be constructed by the Declarant or the Association.

Section 23. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Village Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Fences. No dog runs, animal pens or other enclosures specifically designed and used to contain dogs shall be permitted on any Unit., except as approved in accordance with Article XI of this Declaration. No hedges, walls, or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 25. Business Use.

(a)No trade or business, other than a child care business in compliance with subsection (c) below, may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not readily apparent or readily detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Village Properties; (iii) the business activity does not involve door-to-door solicitation of residents of the Village Properties; (iv) the business activity does not noticeably increase traffic or the number of vehicles parked within the Village Properties above the average level of other Units in the area as a result of regular and frequent visitation of the Unit by clients, customers, suppliers, employees or other business contacts; and (v) the business activity is consistent with the residential character of the Village Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Village Properties, as may be determined in the sole discretion of the Board. A business activity satisfying these limitations may employ no more than one person to work in the dwelling on the Unit who does not permanently reside in such dwelling. Any vehicle used by such employee shall be parked only in the garage or driveway serving the Unit and shall be subject to the restrictions set forth in Section 2 of this Article XII.

VOL. 4967 PAGE 655

(b) The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This Section shall not apply to the Private Recreational Parcels nor to any activity conducted by the Declarant or with the Declarant's consent with respect to the development and sale of the Village Properties or the Declarant's use of any Units which it owns within the Village Properties, including the operation of a timeshare or similar program.

(c) Notwithstanding the above, nothing in this Section shall preclude an Owner or occupant residing in a Unit from conducting a child care business in such Unit, provided that the operator submits an application to the Association in such form as the Board may require and provided such business complies with all limitations set forth in this subsection (c). A "child care business" for the purposes of this Declaration, is defined as providing supervision and care for two or more persons who are unrelated to the care giver and who do not permanently reside in the Unit in exchange for any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(i) Compliance with Local Law. The child care business shall comply with all applicable state and local laws and licensing requirements, if any.

(ii) Insurance. The operator of the child-care business shall obtain and maintain in effect at all times liability insurance in such amounts as the Board and the Cedar Creek Community Services Corporation may specify, insuring against all claims for personal injury or death arising out of the operation of the child care business, the presence of the children cared for within the Village Properties, and their use of any facilities maintained by the Association or the Cedar Creek Community Services Corporation. Such insurance policies shall name the Association and the Cedar Creek Community Services Corporation as additional insureds and, upon request, the operator shall provide certificates evidencing such insurance to the Association and the Cedar Creek Community Services Corporation.

(iii) Limitation on Number of Children. The child care business shall not provide care or supervision for more than six children under the age of 16 at a time, including all children under the age of 16 who permanently reside in the Unit.

(iv) Limitation on Employees. No person who does not permanently reside in the Unit shall be employed in the Unit as a care giver or otherwise to assist in operation of the child care business.

(v) Limitation on Hours of Operation. The child care business shall be conducted only Monday through Friday between the hours of 6:30 a.m. and 6:30 p.m., unless otherwise approved by the Board.

(vi) Operational Rules. The Board and the Cedar Creek Community Services Corporation are specifically authorized to adopt rules regulating child care operations within the Village Properties, including rules limiting parking of vehicles, traffic flow, and use of recreational facilities in connection with child care businesses, in order to minimize the impact of such businesses upon any portion of the Village Properties.

Section 26. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Village Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and the owners of Private Recreational Parcels shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 27. Golf Carts. No golf carts shall be operated within the Village Properties, except within a Private Recreational Parcel, if any, operated as a golf course and related facilities.

Section 28. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board of Directors. Notwithstanding this limitation on term, Units in Neighborhoods consisting solely of rental apartments may be leased for terms of less than one (1) year; provided, no lease shall have an initial term of less than thirty (30) days without the prior written approval of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-

Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 29. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Village Properties and any violation thereof may be considered a violation of this Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Article XIII
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Village Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Village Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this 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 statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (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; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) necessary to comply with Kansas law; 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 in Article VIII, Section 1, of this Declaration for development as part of the Village Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

Thereafter and otherwise, this 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. In addition, the approved requirements set forth in Article XIV hereof shall be met, if applicable. Notwithstanding the above, 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 Declaration or the By-Laws, 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.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment and for maintenance of such encroachments, between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units or any Unit and any Private Recreational Parcel due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

BOOK 4967 PAGE 659

Section 5. Easements for Utilities, Etc.

(a) There are hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or in Article VIII, Section 1, of this Declaration, the Association, and the designees of each (which may include, without limitation, Johnson County, the City of Olathe, and any utility), access and maintenance easements upon, across, over, and under all of the Village Properties as reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Village Properties. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of these easements shall promptly be repaired. The exercise of these easements shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant thereof. Nothing in this Section 5(a) shall give any person a right to enter the dwelling on a Unit without the permission of the Owner or occupant of the Unit.

(b) There are also hereby reserved for all utility providers easements over the Village Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes, who may enter onto Units for such purposes without prior notice; provided, the exercise of said easements shall not extend to permitting entry into the dwelling on any Unit.

(c) Notwithstanding anything to the contrary contained in this Section 5, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Village Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

Section 6. Easement for Golf Balls. Every Unit and the Common Area and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon the Common Area, Units or common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

BOOK 4967 PAGE 660

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules; provided, nothing herein shall authorize any person to enter any dwelling or other building constructed on a Unit without permission of the Owner, except that entry may be had into structures other than single family detached dwellings if necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the permission of the Board of Directors, and all police, fire and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, such entry as is authorized hereunder shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Unit to perform maintenance or cure any condition which may increase the possibility of a fire or other hazard, in the event an Owner fails or refuses to perform such maintenance or cure such condition within a reasonable time after request by the Board.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all Members of the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 11. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

VOL 4967 PAGE 661

Section 12. Use of the Words "Cedar Creek". No Person shall use the words "Cedar Creek" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the words "Cedar Creek" in printed or promotional matter where such term is used solely to specify that particular property is located within the Cedar Creek Community and the Association shall be entitled to use the words "Cedar Creek" in its name.

Section 13. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Owners.

Section 14. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Village Properties designed to make the Village Properties safer than they otherwise might be. NEITHER THE CEDAR CREEK COMMUNITY SERVICES CORPORATION, THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE VILLAGE PROPERTIES, HOWEVER, AND NEITHER THE CEDAR CREEK COMMUNITY SERVICES CORPORATION, THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE CEDAR CREEK COMMUNITY SERVICES CORPORATION, THE ASSOCIATION, THEIR RESPECTIVE BOARDS OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE CEDAR CREEK COMMUNITY SERVICES CORPORATION, THE ASSOCIATION, THEIR RESPECTIVE BOARDS OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR

LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE CEDAR CREEK COMMUNITY SERVICES CORPORATION, THE ASSOCIATION, THEIR RESPECTIVE BOARDS OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE VILLAGE PROPERTIES.

Section 15. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

Section 16. Enforcement. Subject to the requirements of Article III, Section 22 of the By-Laws, the Association, acting through the Board of Directors, and any aggrieved Unit Owner, shall have the right to enforce the terms of this Declaration, the By-Laws, the rules and regulations of the Association or any decision of the Association made pursuant to the foregoing.

Article XIV
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Village Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Village Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has

continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first Mortgagees or Voting Members representing at least sixty-seven (67%) percent of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Village Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the

lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. Other Provisions for First Lien Holders. To the extent possible under Kansas law:

(a) Any restoration or repair of the Village Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the eligible holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such eligible holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such eligible holders are allocated.

Section 4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 3 (a) and (b) of this Article, or to the addition of land in accordance with Article VIII.

(a) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first Mortgages on Units to which at least sixty-seven (67%) percent of the votes of Units subject to a Mortgage held by an eligible holder appertain, shall be required to terminate the Association.

(b) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of eligible holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to a Mortgage held by an eligible holder appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use the Common Area;

(vi) responsibility for maintenance and repair of the Village Properties;

(vii) expansion or contraction of the Village Properties or the addition, annexation, or withdrawal of Village Properties to or from the Association;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Association where professional management has been required by an eligible holder; or

(xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

Section 5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 6. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 7. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 8. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Kansas law for any of the acts set out in this Article.

Section 9. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XV
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Johnson County, Kansas. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property described in Article VIII, Section 1, hereof in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Village Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVI
Private Recreational Parcels

Section 1. General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Recreational Parcel. Rights to use the Private Recreational Parcels, if any, will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Recreational Parcels. The owners of the Private Recreational Parcels shall have the right, from time to time in their sole and absolute discretion

BOOK 4967 PAGE 667

and without notice, to amend or waive the terms and conditions of use of their respective Private Recreational Parcels, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether.

Section 2. Convevance of Private Recreational Parcels. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other Person with regard to the construction, continuing ownership, or operation of the Private Recreational Parcels as depicted upon the Master Land Use Plan, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Private Recreational Parcels may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Private Recreational Parcels by/to an independent Person, (b) the conversion of the Private Recreational Parcels membership structure to an "equity" club or similar arrangement whereby the members of the Private Recreational Parcels or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Recreational Parcel(s), or (c) the conveyance, pursuant to contract, option, or otherwise, of the Private Recreational Parcels to one or more affiliates, shareholders, employees, or independent contractors of Declarant. As to any of the foregoing or any other alternative, no consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer. Notwithstanding the above, under no circumstances shall the Declarant convey any Private Recreational Parcel to the Association and no Owner shall have any right or interest in any Private Recreational Parcel by virtue of ownership or occupancy of a Unit.

Section 3. Rights of Access and Parking. The Private Recreational Parcels and their members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors, and designees of the Private Recreational Parcels shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Village Properties reasonably necessary to travel from/to the entrance to the Village Properties to/from the Private Recreational Parcel(s), respectively, and, further, over those portions of the Village Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Recreational Parcel(s). Without limiting the generality of the foregoing, members of the Private Recreational Parcels and permitted members of the public shall have the right to park their vehicles on the roadways located within the Village Properties at reasonable times before, during, and after golf tournaments and other similar functions held by/at the Private Recreational Parcels. The Declarant and the Association shall have the right, without the need for membership approval, to grant to the foregoing parties such further easements of access over portions of the Common Areas as they may deem necessary or desirable to the intended use of the Private Recreational Parcels, provided such easements do not unreasonably interfere with the intended use of the Common Areas.

Section 4. Assessments. The owners of the Private Recreational Parcels shall not be obligated to pay any assessments hereunder; provided, the Association may enter into a

contractual arrangement or covenant to share costs with the owners of any Private Recreational Parcel whereby such owner will contribute funds for, among other things, a higher level of Common Area maintenance.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Recreational Parcels, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by two-thirds (2/3) of the owners of the Private Recreational Parcels subject to this Declaration. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Recreational Parcels shall cooperate to the maximum extent possible in the operation of the Village Properties and the Private Recreational Parcels. Each shall reasonably assist the other in upholding the Community-Wide Standard. Except as specifically provided herein or in the By-Laws, the Association shall have no power to promulgate rules and regulations affecting activities on or use of the Private Recreational Parcels without the prior written consent of the owners of all the Private Recreational Parcels.

Article XVII
Cedar Creek Community Services Corporation

Section 1. General. Every Owner, by acceptance of a deed to a Unit within the Village Properties, acknowledges that such Unit is subject to the Declaration of Covenants for the Cedar Creek Community (the "Cedar Creek Covenants") recorded in the Johnson County, Kansas, public records, in addition to this Declaration, and that use of the Unit and the other properties within the Cedar Creek Community is subject to the Cedar Creek Covenants and the rules and regulations promulgated by the Cedar Creek Community Services Corporation.

Section 2. Jurisdiction and Cooperation. The Association shall be a member of the Cedar Creek Community Services Corporation and shall have all of the rights and obligations conferred and imposed upon it pursuant to the Cedar Creek Covenants and the Articles of Incorporation and By-Laws of the Cedar Creek Community Services Corporation, including the obligation to pay a portion of the common expenses of Cedar Creek Community Services Corporation and to participate on its board of directors. The Association shall cooperate with the Cedar Creek Community Services Corporation in performing their respective responsibilities under this Declaration and the Cedar Creek Covenants.

Section 3. Easements to Community Services Corporation. The officers, agents, employees, and contractors of Cedar Creek Community Services Corporation shall have a non-exclusive easement in and upon the Village Properties for the purpose of performing and satisfying its duties and obligations as set forth in the Cedar Creek Covenants.

BOOK 4967 PAGE 669

Section 4. Enforcement Action. A breach of any of the limitations, restrictions, conditions, or covenants set forth in this Declaration, or the continuing violation thereof, or the failure of the Association to properly perform its maintenance responsibilities under this Declaration, may be enjoined, abated, or remedied by Cedar Creek Community Services Corporation upon the majority vote of its Board of Directors, in accordance with its By-Laws. The failure of Cedar Creek Community Services Corporation to take action to enforce any of the limitations, restrictions, conditions, or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter, and no liability shall be imposed on or incurred by Cedar Creek Community Services Corporation as a result of such failure. The prevailing party in any action at law or in equity instituted by Cedar Creek Community Services Corporation hereunder shall be entitled to all costs incurred in connection therewith, including, without limitation, reasonable attorney's fees.

Section 5. Dispute Resolution. Cedar Creek Community Services Corporation may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other owners association within the Cedar Creek Community, as specified in the Declaration of Covenants for the Cedar Creek Community.

Section 6. Amendment. No amendment to this Declaration which materially affects the rights or interests of Cedar Creek Community Services Corporation shall be valid or effective unless approved in writing by the Board of Directors of Cedar Creek Community Services Corporation.

Section 7. Superiority of Cedar Creek Covenants. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of the Declaration of Covenants for the Cedar Creek Community; provided, however, in the event of conflict between or among the provisions of this Declaration, the By-Laws, Articles of Incorporation, or rules and regulations of the Association and the Declaration of Covenants for Cedar Creek Community, or the Articles of Incorporation or By-Laws of Cedar Creek Community Services Corporation, the latter shall control. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are more restrictive than those contained in the Cedar Creek Covenants.

IN WITNESS WHEREOF, the undersigned officers of Cedar Creek Village I Association, Inc., hereby certify that the foregoing Amended and Restated Declaration was duly approved by the requisite vote of the membership and eligible holders, if any, of Mortgages on Units, as of this 20th day of June, 1996.

CEDAR CREEK VILLAGE I ASSOCIATION, INC.,
a Kansas not-for-profit corporation

[SEAL]

By: _____
Charles T. Sunderland, President

Attest: _____
Gregory F. Chirpich, Secretary

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 20th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Gregory F. Chirpich, Secretary, of Cedar Creek Village I Association, Inc., a Kansas not-for-profit 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 STATE OF KANSAS

_____
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

BOOK 4967 PAGE 671

CONSENT OF DECLARANT

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 20th day of June, 1996.

CEDAR CREEK PROPERTIES, INC., a Kansas corporation

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

Attest: Teresa Hoffman
Teresa Hoffman, Secretary

[SEAL]

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 20th day of June, 1996, before me, the undersigned, a Notary Public in and for said County and State, came Charles T. Sunderland, President, and Teresa Hoffman, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of same corporation.

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

Betty L. McCann
NOTARY PUBLIC

BETTY L. McCANN NOTARY PUBLIC STATE OF KANSAS

Betty L. McCann
Print Name

My Commission Expires: April 10, 1998

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