

JO CO KS	BK:201610	PG:008737
	20161025-0008737	
Electronic Recording		10/25/2016
Pages: 8	F: \$92.00	2:17 PM
Register of Deeds		T20160064474

Return to:
Andrew I. Spitsnogle
Duggan Shadwick Doerr & Kurlbaum LLC
11040 Oakmont
Overland Park, Kansas 66210

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CEDAR CREEK VILLAGE I
WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR CEDAR CREEK VILLAGE I, THIRTIETH PLAT,
A SUBDIVISION IN
THE CITY OF OLATHE
JOHNSON COUNTY, KANSAS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental Declaration") is made this 12th day of October, 2016, by 30th Plat of Cedar Creek, LLC, a Kansas limited liability company ("**Owner**") and Cedar Creek Development Company, Inc., a Kansas corporation ("**Developer**").

RECITALS:

A. Developer is the successor to Cedar Creek Properties, Inc., Declarant under those certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I recorded on August 21, 1996 in Book 4967, Page 614 ("**Declaration**").

B. Owner is owner of that certain real property located in Cedar Creek Village I, Thirtieth Plat, according to the recorded plat thereof (the "**Plat**"), recorded in the office of the Register of Deeds for Johnson County, Kansas, in Book 201603, Page 012019, as more particularly described in **Exhibit A** (the "**Additional Property**").

C. Pursuant to Article VIII, Section 1 of the Declaration, the Owner and the Developer desire to amend the Declaration to annex the Additional Property.

NOW, THEREFORE, in consideration of these mutual Agreements and other consideration, it is hereby agreed as follows:

1. That Owner and Developer, pursuant to Article VIII, Section 1 of the Declaration, hereby annex the Additional Property as additional Land to be covered by and subject to the Declaration.

2. That all terms and provisions of the Declaration and any amendments thereto will be binding on the Additional Property.

3. Article XIII shall be amended to add the following:

Section 17. Additional Easements. Additional easements have been reserved unto the Declarant, as Developer, the Association and Cedar Creek Community Services Corporation as provided in the Plat.

4. Additional Restrictions, Reservations and Covenants.

ARTICLE IV

4.1. The Declarant believes that it is in the best interests of the Cedar Creek Community, the Neighborhood within which the Additional Property lies, and each Owner of each Unit of the Additional Property identified within this Article IV that the Owners of Lots within the Additional Property (i.e., Lots 1 through 42, inclusive, Cedar Creek Village I, Thirtieth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof) through a Neighborhood Committee (or Neighborhood Association, if one is formed)

assume the responsibility for maintaining Tracts "A," "B," "C," "D," "E," "F," "G," "H," and "I" as shown on the Plat.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Owners of Lots within the Additional Property through a Neighborhood Committee (or Neighborhood Association, if one is formed) to maintain Tracts "A," "B," "C," "D," "E," "F," "G," "H," and "I" as provided in the Declaration and in this Supplemental Declaration.

4.2. Neighborhood and Individual Easements. Perpetual easements are hereby by the Declarant granted for the Owners of Lots within the Additional Property and any Neighborhood Committee or Neighborhood Association formed by them, their agents, employees, successors, and assigns over, across, upon and under Tracts "A," "B," "C," "D," "E," "F," "G," "H," and "I" to permit the performance of such work and services described in Paragraph 4.1 of Article IV of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by such Owners or their designee.

4.3. Other Services. All other services and all other repairs, maintenance, restoration and replacement as required pursuant to the terms of the Declaration respecting the Additional Property and all improvements and appurtenances thereunto belonging shall be the sole responsibility of the Owners of said Additional Property.

4.4. Neighborhood Assessments and Expenses. Neighborhood expenses incurred in performing those services described in this Article IV shall be divided equally among only those Lots comprising the Additional Property (i.e., Lots 1 through 42, inclusive, Cedar Creek Village I, Thirtieth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof).

4.5. Neighborhood Budgeting. Each year, the Neighborhood Committee (or the Neighborhood Association, if one is formed and then exists) shall prepare a proposed budget for the expenses necessary to perform the work and the services herein described in this Article IV, as well as other work or services deemed necessary or desirable by said Committee.

Such budget, as proposed by the Committee, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether or not such budget contemplates a level of service and maintenance deemed by said Association to be at least adequate to meet the Community-Wide Standard, as it from time to time exists. If the Association determines such standard is met by the proposed budget, the Association shall approve such budget and the expenses described in said budget shall become Neighborhood Expenses and shall be assessed as Neighborhood Assessments

against Owners of the Lots comprising the Additional Property as provided in Paragraph 4.4 of Article IV hereof.

Any budget submitted by the Committee may contemplate a higher level of service than that specified by the Community-Wide Standard and may contain proposed contracts with recommended contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines said budget meets or contemplates a level of service or maintenance at least equal to the Community-Wide Standard. The Association may execute any contract proposed with any contractor so long as the Association determines the proposed contract:

(1) contemplates a level of service equal to or greater than the Community-Wide Standard;

(2) requires the contractor to have liability insurance in the same amount as the contractor that would otherwise perform the work for the Association if the Committee had not submitted the proposed contract; and

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

In any year within which the Committee fails to timely submit its proposed budget, the Association shall prepare the budget for the Neighborhood, shall approve the expenses therein described as Neighborhood Expenses and shall assess said expenses as Neighborhood Assessments against the Owners of the Lots comprising the Additional Property, subject to the written provisions of Article IV, Section 2.5 hereof, and Article X, Section 3, of the Declaration.

5. Amendments.

ARTICLE V
Amendments

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

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

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

6. All other terms and provisions of the Declaration shall remain the same.

[Signature pages follow]

IN WITNESS WHEREOF, Owner and Developer have executed this Supplemental Declaration as of the date first above written.

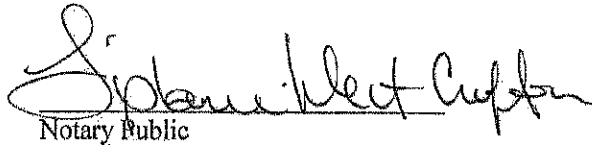
**CEDAR CREEK DEVELOPMENT
COMPANY, INC.**

By 
Ronald Mather, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BEFORE ME, the undersigned authority, a Notary Public, on this 28th day of October 2016, personally appeared Ronald Mather, President of Cedar Creek Development Company, Inc., a Kansas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Cedar Creek Development Company, Inc., in the capacity therein stated.

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


Notary Public

My commission expires:



30TH PLAT OF CEDAR CREEK, LLC

By: [Signature]
John Duggan, authorized signatory

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BEFORE ME, the undersigned authority, a Notary Public, on this 12th day of October 2016, personally appeared John Duggan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of 30th Plat of Cedar Creek, LLC, in the capacity therein stated.

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

[Signature]
Notary Public

My commission expires:



EXHIBIT A

Lots 1 through 42, inclusive, and Tracts "A" through "T", inclusive, Cedar Creek Village I, Thirtieth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.