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20050427-0010304 04/27/2005
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Register of Deeds T20050022479
Johnson Co ROD B:200504 P:010304

DOCUMENT COVER SHEET

Title of Document:

Decl. of Restrictions

Grantor(s):

Cedar Creek Properties, Inc

Grantee(s):

Legal Description:

Cedar Creek Village I, 35th plat

STATE OF KANSAS
COUNTY OF JOHNSON

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
ADDING ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR THE TWENTY FIFTH PLAT (VILLAS OF SHADOW GLEN)

THIS SUPPLEMENTAL DECLARATION is made this 21st day of April, 2005, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H


WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I which was recorded on July 3, 1989, in Deed Book 3012, Page 124, et seq., of the Johnson County, Kansas public records, and which was amended by those certain Amendments to the Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I, recorded in the aforesaid records on April 2, 1991, in Deed Book 3326, Page 311, et seq., on October 29, 1991, in Deed Book 3449, Page 394, et seq., on November 23, 1993, in Deed Book 4155 at Page 243, et seq., on December 27, 1994, in Deed Book 4495 at Page 260, et seq., and on March 10, 1995, in Deed Book 4539 at Page 873, et seq., and amended and restated in full by Amendment to the Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I recorded on August 21, 1996, in Deed Book 4967 at Page 614, et seq. (collectively, the "Declaration"); and

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

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

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

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


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

ARTICLE I

Definitions

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

ARTICLE II

Additional Restrictions, Reservations and Covenants

The Declarant believes that it is in the best interests of the Cedar Creek Community, the Neighborhood within which the Additional Property lies, and each Owner of each portion of the Additional Property that the Association assume the responsibility for performing the following services for each Owner of each portion of the Additional Property and assess the costs therefor as Neighborhood Assessments for Neighborhood Expenses equally against said Owners of each portion of the Additional Property, together with other Owners, if any, within the Neighborhood, of which the Additional Property is a part:

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

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

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

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

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

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

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

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

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

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

(c) that all expenses incurred by the Association in performing the services herein described for the Owners of the

Additional Property shall be paid for by said Owners of the Additional Property in the form of Neighborhood Assessments;

(d) that notwithstanding the prohibitions herein contained, any of the work described in Paragraphs (a) and (b) hereof may be performed by any Owner of any portion of the Additional Property or said Owner's agents or subcontractors, but only if such work is performed:

(i) at the sole cost and expense of such Owner; and

(ii) with the consent of the Association and in strict accordance with the authorization, specifications and conditions (if any) imposed by said Association; and

(e) that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Additional Property who violates such provision, being liable to the Association and each and every other Owner of the Additional Property for all expenses incurred (including, to the extent permitted by law, attorneys' fees) in removing or replacing any articles or materials improperly placed upon the Unit or the Additional Property by the offending Owner and placing such Unit or Additional Property in the condition it was in prior to any such violative undertaking by the offending Owner.

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

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

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

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

Expenses and shall be assessed as Neighborhood Assessments against all Owners within the Neighborhood within which the Additional Property is located, as provided in Paragraph 2.5 of Article II hereof.

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

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

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

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

(c) In any year within which the Committee fails to timely submit its proposed budget, the Association shall prepare the budget for the Neighborhood, shall approve the expenses therein described as Neighborhood Expenses and shall assess said expenses as Neighborhood Assessments against all Owners within the Neighborhood within which the Additional Property is a part, subject to the provisions of Article II, Paragraph 2.5 hereof, and Article X, Section 3 of the Declaration.

ARTICLE III

Amendments

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

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

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

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

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

(SEAL)

By:

Eileen Flink
Eileen Flink, President

Attest:

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

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 21st day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, came Eileen Flink, President, and John H. Ross III, Secretary, of Cedar Creek Properties, Inc., a Kansas corporation, who are personally known to me to be the same persons who executed the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Melissa S. Rusch
NOTARY PUBLIC

Melissa S. Rusch
Print Name

My Commission Expires: 10-17-07

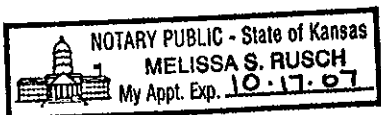


EXHIBIT "A"
Additional Property

Lots 1 through 19 and Tracts A and B, Cedar Creek Village I, Twenty Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, as recorded in Book 200503 at Page 009022.