

STATE OF KANSAS
COUNTY OF JOHNSON

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SARA F. ULLMANN
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CEDAR CREEK VILLAGE I
WITH ADDITIONAL RESTRICTIONS, RESERVATIONS AND COVENANTS
FOR NORTH SHORE ESTATES, SECOND PLAT

THIS SUPPLEMENTAL DECLARATION is made this 28th day of April, 2000, by Cedar Creek Properties, Inc., a Kansas corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

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

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

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

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

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

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to

such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Cedar Creek Village I Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

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

ARTICLE II

Additional Restrictions, Reservations and Covenants

2.1 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 II that the Association assume the responsibility for maintaining, repairing and replacing the individual grinder pumps, pressurized discharge lines and service connections ("Grinder Pump Systems") if actually installed within Units owned by the Owners of each of the following Units within the Additional Property: Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, North Shore Estates, Second Plat (the "Grinder Pump Lots"). However, ejector pumps and other non-grinder type installations and associated discharge lines and service connections shall be the sole responsibility of any Owner of any of the foregoing Grinder Pump Lots.

Accordingly, and in furtherance of this intent, the Declarant hereby obligates the Association to perform those services as hereinbefore described and subjects the Grinder Pump Lots to the Additional Restrictions, Reservations and Covenants described in this Article II.

2.2 Neighborhood and Individual Easements. Perpetual easements are hereby by the Declarant reserved for itself and for the Association, their agents, employees, successors, and assigns over, across, upon and under each of the Grinder Pump Lots containing Grinder Pump Systems located within the Additional

Property to permit the performance of such work and services described in Paragraph 2.1 of Article II of this Supplemental Declaration, as well as any other work and services that may be deemed necessary or desirable by the Association or its designee.

2.3 Neighborhood Covenants. Each Owner of the Additional Property described herein who acquires title to any portion of the Grinder Pump Lots containing Grinder Pump Systems shall be taken to hold, agree and covenant with the Association and every other Owner of any portion of the Additional Property that no maintenance, repair or replacement of any of the grinder pumps, pressurized discharge lines or service connections shall be undertaken by any party other than the Association except that such work may be performed by any Owner of a Unit 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

Each Owner of any portion of the Grinder Pump Lots shall be taken to hold, further agree and covenant with the Association and every other Owner of any portion of the Additional Property that any violation of any provision contained in this Section 2.3 shall result in the Owner(s) of the Grinder Pump Lots 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 violation.

2.4 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.

2.5 Neighborhood Assessments and Expenses. Neighborhood expenses incurred in performing those services described in this Article II shall be divided equally among only those units described herein as the Grinder Pump Lots (i.e., Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, North Shore Estates, Second Plat) which contain Grinder Pump Systems.

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, 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 Grinder Pump Lots with Grinder Pump Systems as provided in Paragraph 2.5 of Article II 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; and 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 Grinder Pump Lots within the Neighborhood within which the Additional Property is a part, subject to the written provisions of Article II, Paragraphs 2.5 hereof, and Article X, Section 3, of the Declaration.

ARTICLE III

Amendments

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

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

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

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

(SEAL)

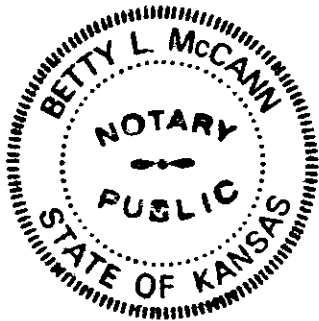
By: Charles T. Sunderland
Charles T. Sunderland, President

Attest: Eileen F. Sollars
Eileen F. Sollars, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28th day of April, 2000,
before me, the undersigned, a Notary Public in and for said County
and State, came Charles T. Sunderland, President, and Eileen F.
Sollars, Secretary, of Cedar Creek Properties, Inc., a Kansas
corporation, who are personally known to me to be the same persons
who executed the foregoing instrument in writing on behalf of said
corporation, and such persons duly acknowledged the execution of
the same to be the act and deed of same corporation.

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



Betty L. McCann
NOTARY PUBLIC

Betty L. McCann
Print Name

My Commission Expires: April 10, 2002

EXHIBIT "A"

Additional Property

North Shore Estates, Second Plat - Recorded in Book 111, Page 47 of the Public Records of Johnson County, Kansas.

Description

PARTS OF THE SOUTHWEST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 6 AND THE NORTHWEST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF SECTION 7, ALL BEING IN TOWNSHIP 13 SOUTH, RANGE 23 EAST, CITY OF OLATHE, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER OF SECTION 7; THENCE N02°27'13"W ON THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1183.88 FEET TO THE POINT OF BEGINNING; THENCE S87°46'00"W A DISTANCE OF 575.00 FEET TO A POINT; THENCE N37°30'00"W A DISTANCE OF 120.00 FEET TO A POINT; THENCE N23°28'00"E A DISTANCE OF 175.01 FEET TO A POINT; THENCE N43°37'34"E A DISTANCE OF 347.70 FEET TO A POINT; THENCE N24°41'00"E A DISTANCE OF 181.66 FEET TO A POINT; THENCE N35°33'32"E A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S54°26'28"E, A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 08°57'28" AND A LENGTH OF 35.18 FEET TO A POINT; THENCE N25°12'00"E A DISTANCE OF 205.06 FEET TO A POINT; THENCE N50°43'00"E A DISTANCE OF 56.58 FEET TO A POINT; THENCE N10°53'00"W A DISTANCE OF 165.71 FEET TO A POINT; THENCE N36°22'00"W A DISTANCE OF 72.35 FEET TO A POINT; THENCE N17°13'00"E A DISTANCE OF 165.20 FEET TO A POINT ON A CURVE; THENCE WESTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N70°31'57"W, A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 23°33'48" AND A LENGTH OF 195.35 FEET TO A POINT; THENCE N04°05'45"W A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N85°54'15"E, A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 18°24'15" AND A LENGTH OF 40.15 FEET TO A POINT; THENCE N67°30'00"E A DISTANCE OF 38.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET; A CENTRAL ANGLE OF 90°00'00" AND A LENGTH OF 196.35 FEET TO A POINT ON THE SOUTH LINE OF SHADOW GLEN GOLF COURSE SECOND PLAT; THENCE N67°30'00"E ON THE SAID SOUTH LINE A DISTANCE OF 63.36 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ON THE SAID SOUTH LINE AND ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S35°37'05"E; A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 19°52'16" AND A LENGTH OF 52.02 FEET TO A POINT; THENCE S55°29'21"E ON THE SAID SOUTH LINE A DISTANCE OF 194.30 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON THE SAID SOUTH LINE AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; A CENTRAL ANGLE OF 30°40'52" AND A LENGTH OF 80.32 FEET TO A POINT; THENCE S86°10'14"E ON THE SAID SOUTH LINE A DISTANCE OF 213.62 FEET TO A POINT; THENCE S88°30'37"E ON THE SAID SOUTH LINE A DISTANCE OF 197.56 FEET TO A POINT; THENCE S86°40'13"E ON THE SAID SOUTH LINE A DISTANCE OF 200.96 FEET TO A POINT; THENCE S05°42'54"E ON THE SAID SOUTH LINE A DISTANCE OF 9.96 FEET TO THE NORTHWEST CORNER OF CEDAR CREEK VILLAGE I EIGHTH PLAT; THENCE S00°09'55"E ON THE WEST LINE OF SAID PLAT A DISTANCE OF 170.37 FEET TO A POINT; THENCE S44°33'43"W ON THE SAID WEST LINE AND ITS EXTENSION THEREOF A DISTANCE OF 152.00 FEET TO A POINT; THENCE S14°48'36"W A DISTANCE OF 270.94 FEET TO A POINT; THENCE S03°12'00"W A DISTANCE OF 275.00 FEET TO A POINT; THENCE S35°40'00"W A DISTANCE OF 435.00 FEET TO A POINT; S49°00'00"W A DISTANCE OF 145.00 FEET TO A POINT; THENCE S67°00'00"W A DISTANCE OF 195.00 FEET TO A POINT; THENCE S87°46'00"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.2187 ACRES, MORE OR LESS.

EXCEPT NSEGCI, NORTH SHORE ESTATES, 2ND PLAT, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS.

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