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COUNTY OF JOHNSON } SS
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STATE OF KANSAS
COUNTY OF JOHNSON

2002 OCT -7 P 6:20

REBECCA L. DAVIS
REGISTER OF DEEDS

SUPPLEMENTAL DECLARATION OF COVENANTS
FOR THE CEDAR CREEK COMMUNITY
FOR SOUTHGLEN OF CEDAR CREEK - SIXTH PLAT
(PHASE TWO OF SOUTHGLEN)

THIS SUPPLEMENTAL DECLARATION is made this 30th day of
September, 2002, by Cedar Creek Properties, Inc., a Kansas
corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of
Covenants for the Cedar Creek Community which was recorded on
July 3, 1989, in Deed Book 3012, Page 59, et seq., of the Johnson
County, Kansas public records, and which was amended by those
certain Amendments to the Declaration of Covenants for the Cedar
Creek Community recorded in the aforesaid records on April 2,
1991, in Deed Book 3326, Page 299, et seq., on December 27, 1994,
in Deed Book 4495, Page 254, et seq., and amended and restated in
full by Amendment to the Declaration of Covenants for the Cedar
Creek Community recorded on August 21, 1996, in Deed Book 4967,
Page 542, et. seq., and which was amended by that certain First
Amendment to the Amended and Restated Declaration of Covenants
for the Cedar Creek Community recorded in the aforesaid records
on July 2, 1998, in Deed Book 5656, Page 427, et seq.
(collectively, the "Declaration"); and

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

Property"); and

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

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

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

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

ARTICLE I

Definitions

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

ARTICLE II

Amendments

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

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

EXHIBIT "A"

Additional Property

Lots 107 - 130 and Tracts S, T, U, V, W and X, Southglen of Cedar Creek, Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.