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**AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
HAVEN AT THE WILDERNESS**

This Amendment to Amended and Restated Declaration of Condominium for Haven at the Wilderness (“Amendment”) is made as of ^{August} July 7, 2006 by Valley Ventures, L.L.C., a Kansas limited liability company (the “Declarant”), Haven At The Wilderness Condominium Association, Inc., a Kansas non-profit corporation (the “Association”), and the parties executing this Amendment as “Owners” of Units, for the purpose of amending the Amended and Restated Declaration of Condominium for Haven at the Wilderness recorded with the Register of Deeds of Johnson County, Kansas in Book 200506 at Page 008983 (the “Declaration”). All capitalized terms used in this Amendment and not defined herein have the definitions set forth in the Declaration.

The parties do hereby amend the Declaration as set forth below:

1. Exhibit A to the Declaration is hereby amended to read as set forth on Exhibit A attached to this Amendment. This amendment causes the following described two tracts of real property to be released from the Declaration and to be no longer part of the Submitted Land or the Convertible Land or part of the Condominium Project:

1st Tract

ALL THAT PART OF TRACT "A", HAVEN AT THE WILDERNESS, 2ND PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE S 02°35'07" E, ALONG THE EASTERLY LINE OF SAID TRACT "A" AND THE WESTERLY LINE OF LOT 1, KCP&L REDEL PLACE, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, A DISTANCE OF 240.20 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUING S 02°35'07" E, ALONG THE EASTERLY LINE OF SAID TRACT "A" AND THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 440.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 87°24'53" W, A DISTANCE OF 37.79 FEET; THENCE S 69°10'16" W, A DISTANCE OF 117.90 FEET; THENCE S 47°36'24" W, A DISTANCE OF 158.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROE AVENUE, AS NOW ESTABLISHED; THENCE N 42°23'36" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROE AVENUE, A DISTANCE OF 241.34 FEET; THENCE N 47°36'24" E, A DISTANCE OF 108.81 FEET; THENCE N 02°35'07" W, A DISTANCE OF 90.01 FEET; THENCE S 87°24'53" W, A DISTANCE OF 30.78 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 46.53 FEET; THENCE CONTINUING NORTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 545.92 FEET, AN ARC DISTANCE OF 133.66 FEET; THENCE N 64°45'27" E, A DISTANCE OF 253.23 FEET; THENCE N 87°24'53" E, A DISTANCE OF 245.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.4264 ACRES, MORE OR LESS.

2nd Tract

ALL THAT PART OF TRACT "A", HAVEN AT THE WILDERNESS, 2ND PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE S 02°35'07" E, ALONG THE EASTERLY LINE OF SAID TRACT "A" AND THE WESTERLY LINE OF LOT 1, KCP&L REDEL PLACE, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, A DISTANCE OF 680.66 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 87°24'28" E, ALONG THE NORTHERLY LINE OF SAID TRACT "A" AND THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 506.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EASTERLY LINE OF SAID TRACT "A"; THENCE S 02°05'47" E, ALONG THE EASTERLY LINE OF SAID TRACT "A", A DISTANCE OF 372.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A"; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT "A" FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES; THENCE S 87°24'29" W, A DISTANCE OF 274.34 FEET; THENCE N 59°06'04" W, A DISTANCE OF 172.33 FEET; THENCE N 76°24'35" W, A DISTANCE OF 259.92 FEET; THENCE S 52°45'41" W, A DISTANCE OF 41.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROE AVENUE, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROE AVENUE ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 37°14'19" W AND A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 47.23 FEET; THENCE N 42°23'36" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROE AVENUE, A DISTANCE OF 68.57 FEET; THENCE N 47°36'24" E, A DISTANCE OF 158.11 FEET; THENCE N 69°10'16" E, A DISTANCE OF 117.90 FEET; THENCE N 87°24'53" E, A DISTANCE OF 37.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.9920 ACRES, MORE OR LESS.

The Association and the Owners shall no longer have any rights or responsibilities with respect to such two tracts of real property.

2. Section 1.15 (definition of Convertible Land) is hereby deleted from the Declaration.

3. The following definition of "Expandable Land" is hereby added to the Declaration as new Section 1.18A:

Section 1.18A. "Expandable Land" shall mean the real property legally described in Exhibit A-1 attached hereto, as to which Declarant has the right to amend this Declaration in the future to add all or part or parts thereof to the Submitted Land and the Condominium Project, as provided in Section 2.15 below.

4. Exhibit A-1 attached to this Amendment shall be Exhibit A-1 to the Declaration.

5. Section 2.4 of the Declaration is hereby amended to read as follows:

Section 2.4. Maximum Number of Units. The Condominium Project shall consist of a maximum of 54 Units, subject to Section 2.15 below.

6. Section 2.15 of the Declaration is hereby amended to read as follows:

Section 2.15. Expandable Land.

(a) The legal description of the Expandable Land is set forth on Exhibit A-1 to this Declaration.

(b) The Declarant hereby reserves the right and option to expand the Submitted Land and the Condominium Project from time to time in the future to include all or any part or parts of the Expandable

Land. Such right and option shall be exercised by the Declarant amending Exhibit A to add to the Submitted Land such portion(s) of the Expandable Land that the Declarant then desires to add to the Submitted Land and the Condominium Project. There are no limitations on this right and option of the Declarant, except as provided in this Section 2.15. In particular, no consent of the Board of Directors or any Owner shall be required for the Declarant to exercise such right and option or to so amend Exhibit A.

(c) The Declarant's right and option to expand the Submitted Land and the Condominium Project shall automatically expire on June 19, 2012 and may not be exercised by the Declarant at any time thereafter.

(d) There are no limitations as to which portions (if any) of the Expandable Land may be added by the Declarant to the Submitted Land and the Condominium Project. Different portions of the Expandable Land may be added to the Condominium Project at different times and there are no limitations fixing the boundaries of those portions by legal descriptions.

(e) The maximum number of Units that may be added to the Condominium Project from the Expandable Land is 84.

(f) The structures to be erected on any Expandable Land added to the Submitted Land and the Condominium Project shall be generally compatible and consistent with structures on other portions of the Submitted Land in terms of structure type, quality of construction, the principal materials to be used, and architectural style; provided, however, no assurances are given with respect thereto and the Declarant reserves the right to make such changes with respect to future structures as the Declarant deems appropriate. In particular, and without limitation, the Declarant reserves the right to construct "townhomes" style Buildings and Units on the Expandable Land.

(g) In addition to construction of additional Buildings, other improvements may be made by the Declarant on the Expandable Land added to the Submitted Land and the Condominium Project that are generally comparable to those improvements on the rest of the Submitted Land.

(h) Units to be constructed on any Expandable Land added to the Submitted Land and the Condominium Project shall be substantially identical to the Units on other portions of the Submitted Land; provided, however, no assurances are given with respect thereto and the Declarant reserves the right to make such changes in the types and compositions of the Units as the Declarant deems appropriate. In connection therewith, the

Declarant shall have the right to amend and update Exhibit C attached hereto without the consent of the Board of Directors or any other Owner.

(i) The Declarant reserves the right to create Limited Common Elements within the Expandable Land added to the Submitted Land and the Condominium Project.

(j) Upon the completion of Units as Completed Units on the Expandable Land added to the Submitted Land, the Declarant and the Board of Directors shall update and amend Exhibit B to this Declaration to be effective as of the completion of such Completed Units.

7. Section 2.17 of the Declaration is hereby amended to read as follows:

Section 2.17. Share of Common Element Interest and Common Expense Liability.

(a) Except as set forth in subsection (d) below, each Owner of a Completed Unit shall have and be deemed to own, by virtue of their respective ownership of a Completed Unit, an equal share or percentage of the undivided interests in all the Common Elements for the entire Condominium Project. The extent or amount of such ownership and liability for each Completed Unit shall be expressed as a percentage of Common Element Interest which shall total 100% for all Completed Units and be the same percentage for each Unit (except as set forth in subsection (d) below). For example, if there are 54 Completed Units, each Completed Unit would have a Common Element Interest of 1.85185% (being $1/54^{\text{th}}$). For purposes of the Act, each Completed Unit shall be deemed to have a "par value" of one (1) point (except as set forth in subsection (d) below).

(b) The initial allocation of the Common Element Interest and Common Expense Liability to each Completed Unit is set forth in Exhibit B attached hereto. As and when additional Units are constructed upon the Expandable Land added to the Submitted Land and the Condominium Project and become Completed Units, the Declarant and the Board of Directors shall execute and record an amendment to this Declaration and Exhibit B to reallocate the Common Element Interest and Common Expense Liability of all Completed Units based upon the total number of Completed Units in an equal share or percentage per Completed Unit (except as set forth in subsection (d) below). Such amendment by the Declarant and the Board of Directors shall not require the consent of any other Owner or any Eligible Mortgagee. Except as otherwise provided in this Section or elsewhere in this Declaration, the Common Element Interest of each Completed Unit shall not be altered without the consent of all Owners expressed in an amendment to the Declaration duly recorded.

(c) In the event one (1) or more of the Units are taken by condemnation, the proportionate interests of the remaining Owners in the Common Elements shall be readjusted appropriately, and appropriate amendments to this Declaration shall be made.

(d) In the event that, pursuant to Section 2.15 above, the Declarant exercises the right and option to add part(s) of the Expandable Land to the Submitted Land and the Condominium Project and to construct "townhome"-style buildings and Units thereon, the Declarant shall have the right to assign to such townhome-style Completed Units a par value of greater than one (1) point (such as, without limitations, 1.3 points). In the event that the "townhome"-style Units are assigned a par value of greater than one (1) point, then the Common Element Interest of every Completed Unit shall be automatically adjusted to a percentage equal to a fraction the numerator of which is the number of par value points assigned to such Completed Unit and the denominator of which is the total number of par value points of all Completed Units.

8. Paragraph (b) of Section 12.1 of the Declaration is hereby amended to read as follows:

(b) In addition to Declarant's rights to amend this Declaration and the Exhibits to add parts of the Expandable Land to the Submitted Land and the Condominium Project as provided in Section 2.15, Declarant reserves and shall have the absolute unilateral right and power to amend this Declaration, to the extent necessary to (i) cause the Declaration to comply with the Act or conform to the requirements then governing the making of a Mortgage loan or the purchase, guaranty, or insurance of Mortgages by an institutional lender or an institutional guarantor or insurer of a Mortgage on a Unit, (ii) update Exhibit A, Exhibit B (subject to Section 2.17(b)), or Exhibit C of this Declaration, (iii) comply with any requirement the City makes as a condition to approval by the City of some matter relating to the development of the Condominium Project, (iv) correct any typographical error, or factual error or omission that needs to be corrected in the opinion of the Declarant, or (v) make any alteration or change that the Declarant determines to be necessary or appropriate in connection with any replat of any part of the Condominium Project. No such amendment by the Declarant shall require the consent of any Owner or the Board.

9. Clause (ix) of Section 13.1 of the Declaration (relating to consents required from Eligible Mortgagees) is hereby amended to read as follows:

(ix) except as provided in Section 2.15 above, expansion or contraction of the Condominium Project, or the addition,

annexation or withdrawal of property to or from the Condominium Project;

10. This Amendment is being made by the Declarant, the Association and the Owners of at least 60% of the Common Element Interests of the Units. The undersigned officers of the Association hereby certify that (i) presently there are no "Eligible Mortgagees" and (ii) this Amendment was duly adopted in accordance with the provisions of this Article XII of the Declaration. This Amendment shall be effective only upon recording in the Recording Office.

DECLARANT:

ASSOCIATION:

VALLEY VENTURES, L.L.C.

HAVEN AT THE WILDERNESS
CONDOMINIUM ASSOCIATION, INC.

By: RDC HOLDINGS, LLC,
Managing Member

By: *Paul J. Robben*
Paul J. Robben, President and Secretary

By: *Paul J. Robben*
Paul J. Robben, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

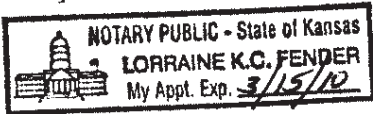
This instrument was acknowledged before me on August 4, 2006, by Paul J. Robben, in his capacity as a Member of and on behalf of RDC Holdings, LLC, a Kansas limited liability company, in its capacity as Managing Member of and on behalf of Valley Ventures, L.L.C., a Kansas limited liability company.

Lorraine K.C. Fender
Notary Public in and for said County and State

My Commission Expires:

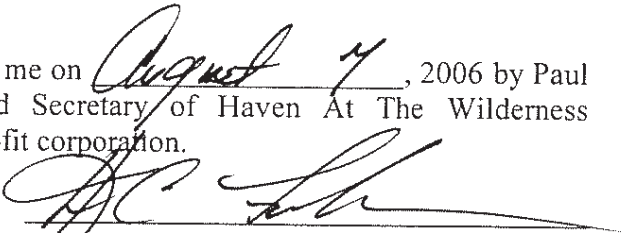
3/15/2010
[SEAL]

Print Name: Lorraine K.C. Fender



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on August 7, 2006 by Paul J. Robben in his capacities as President and Secretary of Haven At The Wilderness Condominium Association, Inc., a Kansas non-profit corporation.



Notary Public in and for Said County and State

Print Name: LORRAINE K.C. FENDER

My Commission Expires:
3/15/2010

[SEAL]



**AMENDMENT TO DECLARATION OF CONDOMINIUM
EXECUTION PAGE FOR UNIT OWNERS
(Developer as Owner)**

Units Owned in Haven at the Wilderness, Overland Park, Johnson County, Kansas

See attached list.

Dated: August 7, 2006

VALLEY VENTURES, L.L.C.

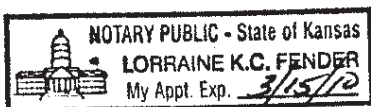
By: RDC HOLDINGS, LLC,
Managing Member

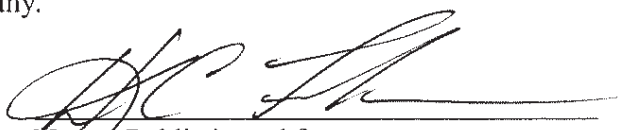
By: 
Paul J. Robben, Member

ACKNOWLEDGEMENT

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

This instrument was acknowledged before me on August 7, 2006 by Paul J. Robben, in his capacity as a Member of and on behalf of RDC Holdings, LLC, a Kansas limited liability company, in its capacity as Managing Member of and on behalf of Valley Ventures, L.L.C., a Kansas limited liability company.




Notary Public in and for
Said County and State

Print Name: Lorraine K.C. Fender

My Commission Expires:

3/15/10
[SEAL]


028819 / 060281
SNWOO 247720

**ATTACHMENT TO
EXECUTION PAGE FOR
DEVELOPER AS OWNER**

<u>BUILDING NO.</u>	<u>UNIT NO.</u>
9	110
9	210
9	230
10	210
11	210
11	240
12	210
12	220
12	240
13	210
13	240
14	210
14	220
14	230
14	240
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