

BYLAWS

OF

OAKWOOD ESTATES HOMEOWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

BYLAWS OF OAKWOOD ESTATES HOMEOWNERS' ASSOCIATION, INC.

Article I.	Adoption and Applicability of Bylaws.....	Page 1
Section 1.	Adoption of Bylaws.....	Page 1
Section 2.	Applicability of Bylaws.....	Page 1
Section 3.	Application.....	Page 1
Section 4.	Office.....	Page 1
Section 5.	Definitions.....	Page 1
Article II.	Board of Directors.....	Page 2
Section 1.	Number and Qualification.....	Page 2
Section 2.	Powers and Duties.....	Page 2
Section 3.	Managing Agent and Manager.....	Page 3
Section 4.	Election and Terms of Office.....	Page 3
Section 5.	Removal of Members of the Board of Directors.....	Page 4
Section 6.	Vacancies.....	Page 4
Section 7.	Organization Meeting.....	Page 4
Section 8.	Regular Meetings.....	Page 4
Section 9.	Special Meetings.....	Page 5
Section 10.	Waiver of Notice.....	Page 5
Section 11.	Quorum of Board of Directors.....	Page 5
Section 12.	Fidelity Bonds.....	Page 5
Section 13.	Compensation.....	Page 5
Section 14.	Liability of Board of Directors.....	Page 5
Section 15.	Common or Interested Directors.....	Page 6
Article III.	Members	Page 7
Section 1.	Association Responsibilities and Annual Meetings.....	Page 7
Section 2.	Place of Meetings.....	Page 7
Section 3.	Special Meetings.....	Page 7
Section 4.	Notice of Meetings	Page 7
Section 5.	Adjournment of Meetings.....	Page 8
Section 6.	Voting	Page 8
Section 7.	Majority of Owners.....	Page 8
Section 8.	Quorum.....	Page 9
Section 9.	Majority Vote.....	Page 9
Article IV.	Officers.....	Page 9
Section 1.	Designation	Page 9
Section 2.	Election of Officers.....	Page 9
Section 3.	Removal of Officers.....	Page 9
Section 4.	The President.....	Page 9
Section 5.	Vice President.....	Page 10
Section 6.	Secretary.....	Page 10
Section 7.	Treasurer.....	Page 10
Section 8.	Agreements, Contracts, Deeds, Check, etc.	Page 11
Section 9.	Compensation of Officers	Page 11
Article V.	Operation of the Property	Page 11
Section 1.	Common Expenses and Charges.....	Page 11

Section 2.	Insurance.....	Page 13
Section 3.	Board of Directors May Act for Owners.....	Page 13
Section 4.	Rules of Conduct.....	Page 13
Article VI.	Mortgages.....	Page 13
Section 1.	Notice to Board of Directors.....	Page 13
Section 2.	Notice of Unpaid Common Charges and Notice of Loss or Taking.....	Page 13
Section 3.	Notice of Default.....	Page 13
Section 4.	Examination of Books.....	Page 14
Article VII.	Records.....	Page 14
Section 1.	Records and Audits.....	Page 14
Section 2.	Statement of Account.....	Page 14
Article VIII.	Miscellaneous.....	Page 14
Section 1.	Notices	Page 14
Section 2.	Invalidity.....	Page 15
Section 3.	Captions.....	Page 15
Section 4.	Gender.....	Page 15
Section 5.	Waiver.....	Page 15
Article IX.	Amendments to Bylaws	Page 15
Article X.	Conflicts.....	Page 15
Section 1.	Conflicts.....	Page 15

BYLAWS
OF
OAKWOOD ESTATES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

ADOPTION AND APPLICABILITY OF BYLAWS

Section 1. Adoption of Bylaws. These Bylaws are adopted this 1 day of June, 1988, as the Bylaws of Oakwood Estates Homeowners ' Association, Inc.

Section 2. Applicability of Bylaws . The name of the association to which these bylaws are applicable is "Oakwood Estates" Homeowners' Association, Inc.," a Kansas not-for-profit corporation, the Articles of Incorporation for which were filed in the Office of the Kansas Secretary of State on the 1 day of June , 1988. Oakwood Estates Homeowners ' Association, Inc., is hereinafter referred to as the "Association," and shall consist of members who are owners of Lots as referred to and defined in one certain Declaration of Covenants, Conditions, Restrictions, and Dedication of Easements, recorded or to be recorded in the Office of the Register of Deeds of Douglas County, Kansas, and which is hereinafter referred to as the Declaration. The property, which includes "common areas and facilities" and the "Lots , " as defined in the Declaration, shall be administered and governed by these bylaws and in accordance with the Declaration, the duly adopted Rules and Regulations, and applicable local laws and ordinances

Section 3. Application. All present Owners, mortgagees, lessees and occupants of the Lots and improvements placed thereon, their employees, agents, guests and invitees and all other persons who may use the Lots and common areas and facilities in any manner are subject to these Bylaws, the Declaration, and the Rules and Regulations of the Association. The acceptance of a deed of conveyance, the entering into a contract for the purchase, or the entering into a lease for the occupancy or use of a Lot or improvements placed thereon shall constitute an agreement that the Declaration, these Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Office. The office of the Association shall be 1601 West 23rd, Suite 200 Lawrence, Douglas County, Kansas, or at such other location as hereafter designated by the Board of Directors of the Association.

Section 5. Definitions. All definitions set forth in Article One of the Declaration shall be applicable to these Bylaws unless otherwise specifically stated or prohibited by the context.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and Qualification. The business of the Association shall be conducted by its Board of Directors. Until Class B membership shall terminate, as provided in paragraph 2 of Article Three of the Declaration, the Board of Directors shall be composed ~~of three (3) persons appointed by the Declarant~~ of five (5) persons, one (1) of which shall be an original Declarant, as defined in Article One, Paragraph 12, of the Declaration(s); the remaining four (4) members of the Board of Directors are to be appointed by the Oakwood Estates Homeowners' Association, Inc. Thereafter, the Board of Directors shall be composed of five (5) persons, all of whom shall be Owners, or in the case of partnership owners, shall be members or employees of such partnership, or in the case of corporate owners, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners, shall be the fiduciaries or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association as stated herein, and may do all such acts and things to exercise and carry out such powers and duties subject to the provisions of the Declaration and these Bylaws, and except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Owners.

(a) The Association's powers shall include, but shall not be limited to, the following:

(i) To fix, levy, and collect fees and charges, whether regular or special, for the purpose of performing its duties under the Declaration.

(ii) To collect and pay as common expenses real estate and personal property taxes levied against the Common Area and facilities.

(iii) To make and enforce reasonable rules and regulations governing the use of Oakwood Estates, which rules and regulations shall be consistent with the rights and duties established by the Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the board, may, by contract or other agreement, enforce applicable ordinances of Douglas County, Kansas or permit Douglas County, Kansas to enforce ordinances on Oakwood Estates for the benefit of the Association and Owners.

(iv) To overturn , or veto, the decision of the Architectural Control Committee with regard to any decision made by the Architectural Control Committee pertaining to any residential plans which require a variance as set out in the Declarations. In order for the Board of Directors to overturn, or veto, the decision of the Architectural Control Committee, an Eighty percent (80%) vote, or four (4) of the five (5), of the members to vote against the decision of Architectural Control Committee will be required to effectuate said change.

(iv) To perform, carry out, and exercise any and all other powers, functions, measures, and tasks deemed necessary by the Association for the convenience, benefit, and enjoyment of the Owners, and to fix, levy, and collect any fees and charges necessary to pay the cost of any of the foregoing.

(b) The duties of the Association shall include, but shall not be limited to, the following:

(i) To improve, maintain, and repair the Common Area and Facilities and to replace items therein when necessary, all of which includes but is not limited to, the Park and Lake, grass areas, shrubs, trees, plants, entrances, curbs, walkways, drainage, and lighting facilities.

(ii) To maintain the lawns and landscaping on the Lots to the extent not effectively performed by any Lot Owner.

(iii) To pay all real estate and personal property taxes levied against the Common Area and facilities.

(iv) To obtain and provide public liability, casualty, and other such insurance deemed necessary by the Association, as more specifically set forth in Article Six of the Declaration.

(v) To do and perform such other things as may from time to time be necessary to maintain the quality and appearance of Oakwood Estates.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Association a management company or a manager, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in subparagraphs (b)(i), (b)(ii), (b)(iii), (b)(iv), and (b)(v) of Section 2 of this Article II. No management contract or agreement shall, however, be for a period longer than three (3) years from the date of execution, and all such management contracts or agreements shall contain a provision allowing termination thereof by the Board of Directors at any time, with or without cause, on ninety (90) days prior written notice to the manager of the management company. The Board of Directors may not delegate to the manager or management company any of the duties set forth in subparagraphs (a)(i), (a)(iii), or (a)(iv) of Section 2 of this Article II.

Section 4. Election and Terms of Office. At the first annual meeting of the Owners, the term of office of two (2) members of the Board of Directors shall be fixed at three (3)

years, the term of office of two (2) members of the Board of Directors shall be fixed at two (2) years, and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Owners present in person or by proxy, provided a quorum of Owners is present in person or by proxy, as stated in Sections 7, 8, and 9 of Article III, and a successor may then or thereafter be elected by the Owners to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Owners shall, however, not have the right to remove a director elected by the Declarant pursuant to paragraph C of Article V of the Articles of Incorporation.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Owners, shall be filled by a vote of a majority of the members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors until the next annual meeting of the Owners, or until such person's prior removal in accordance with Section 5 of this Article, at which time the Owners shall elect a member of the Board of Directors to serve for the remaining part of the unexpired term, if any, of the member whose absence created the vacancy, or if no unexpired term remains, to serve for a three (3) year term.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the first annual meeting of the Owners shall be held within ten (10) days after said first annual meeting, at such time and place as shall be fixed by the Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given by the President or Secretary to

each member of the Board of Directors, in person or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given in person or by mail, telephone or telegraph, which notice shall inform as to the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors given as above described to the President and Secretary.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board, of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. Each member of the Board or Directors shall be entitled to one (1) vote in decisions or resolutions of the Board of Directors. At all meetings of the Board of Directors, a majority of the full Board of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may, in its discretion, obtain reasonable and customary fidelity bonds for all officers and employees of the Association, handling or responsible for funds of the Association. The premiums on such bonds shall constitute a common expense of the Association.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such unless such compensation is approved by a majority of Owners as hereinafter described in Sections 7, 8 and 9 of Article III.

Section 14. Liability of the Board of Directors. No member of the Board of Directors shall be liable to the Owners for any

mistake, judgment, negligence, or otherwise, in connection with his service on the Board of Directors, except for his own individual willful misconduct or gross negligence. The Owners shall indemnify and hold harmless each member of the Board of Directors against all claims, damages, costs and expenses, including reasonable attorneys' fees, in connection with his service on the Board of Directors (unless due to his willful misconduct or gross neglect) or arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made contrary to or in violation of the provisions of the Declaration or of these Bylaws. Agreements made by the Board of Directors on behalf of the Association may provide that the members of the Board of Directors and its officers as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners).

Section 15. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interest of the property. No contract or other transaction between the Association and one or more of its Directors, between the Association and any corporation, firm, or association (including the Declarant) in which one (1) or more of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested shall be either void or voidable because such director, or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract of transaction in good faith by a vote sufficient for the purpose; or

(c) A contract or transaction is commercially reasonable to the Association and the property at the time it is authorized, ratified, approved, or executed.

A common or interested director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer or not so interested.

ARTICLE III

MEMBERS

Section 1. Association Responsibilities and Annual Meetings. The Owners will be members of the Oakwood Estates Homeowners' Association, Inc., a Kansas nonprofit corporation, which will have the responsibility, acting through its Board of Directors and the Association officers, subject to the terms and provisions of the Declaration and these Bylaws, of administering the affairs of the Association, establishing and collecting monthly and other assessments and as more particularly described in these Bylaws. Promptly after Class B membership shall terminate, as provided in paragraph 5.2 of the Declaration, Declarant shall notify all Owners thereof, and the first annual meeting of the Owners shall be held within thirty (30) days thereafter on a call issued by the President. At such meeting all but one member of the Board of Directors appointed by Declarant shall resign as members of the Board of Directors, and all Owners, including Declarant, if Declarant shall then own a Lot or Lots, shall elect a new Board of Directors. Thereafter, the annual meetings of the Owners shall be held on the 15th day of March of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meetings the Board of Directors shall be elected by ballot of the Owners in accordance with Section 4 of Article II of these Bylaws. So long as Declarant shall own one (1) or more Lots, Declarant shall be entitled to elect at least one (1) member of the Board of Directors who shall serve for a term of one (1) year. The Owners may transact such other business at such meeting as may properly come before them.

Section 2. Place of Meetings. Meetings of the members shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members if so directed by resolution of the Board of Directors or following the first annual meeting of members upon a petition signed and presented to the Secretary by not less than twenty-five percent (25%) of the voting interest in the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting of the members, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the date, time and place where it is to be held, and in the case of a special meeting the purposes of the meeting, to each member of record at the time the

notices are mailed. The delivery or mailing of a notice of a meeting to an Owner's residence within Oakwood Estates, or to such other address as such Owner has requested in writing that notices be sent, or to such Owner's last known address as carried in the Association's records, shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of members cannot be held because a quorum has not attended in person or by proxy, a majority of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the meeting was originally called.

Section 6. Voting. The Owner or Owners of each Lot, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast one (1) vote at all meetings of members. If a Lot is owned of record by one (1) person, his right to vote shall be established by filing with the Secretary of the Association a certified copy of the recorded deed to his Lot. A contract purchaser of a Lot shall be considered an Owner for voting purposes by the filing of an affidavit of equitable interest in accordance with Article Twelve of the Declaration. If a Lot is owned of record by more than one (1) person, or by a partnership, corporation or corporate fiduciary, the person entitled to cast the vote or votes for that unit shall be designated by a certificate (a) in the case of the individual owners, or partnership owner, including those holding in a fiduciary capacity, signed by all of the record owners of the Lot, a partner or fiduciary, respectively, and filed with the Secretary of the Association or (b) in the case of corporate or corporate fiduciary owners, signed by the President or Vice President and attested by the secretary of the corporation. Such certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change in ownership of the Lot. If a copy of an Owner's recorded deed or certificate is not on file as required by this section, the vote of such Owner shall not be considered in determining the presence of a quorum nor shall such vote be considered for any other purpose. The designation of any proxy shall be made in writing, signed by the person entitled to vote and shall be delivered to the Secretary prior to or at the meeting. No proxy shall be valid after twelve (12) months from the date of its execution. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his Lot. No owner of a Class A membership may vote more than one additional vote by proxy.

Section 7. Majority of Owners. As used in these Bylaws, any reference to a majority of members of the Association shall mean Owners having more than fifty percent (50%) of the total votes of the Owners present in person or by proxy and voting at any meeting of the members of the Association, the number of votes determined in accordance with the provision of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence is person or by proxy of Owners having at least fifty percent (50%) of the total authorized votes of all Owners shall constitute a quorum at all meetings of the members.

Section 9. Majority Vote. The vote of a majority of members at a meeting at which a quorum shall be present shall be binding on all Owners for all purposes except in those instances stated in the Declaration, these Bylaws, or by law, where a higher percentage vote is required.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board or Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

Section 4. The President. Unless the Board of Directors otherwise provides, the President shall be the chief executive officer of the Association with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation and he shall carry into effect all directions and resolutions of the Board of Directors. The President shall preside at all meetings of the Board of Directors and Association members. The President may execute all bonds, notes, contracts, deeds, mortgages and any other instruments for and in the name of the Association. He shall, unless the Board of Directors otherwise provides, be ex officio a member of all standing committees. He shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws of [sic; "or"] from time to time by the Board of Directors.

Section 5. Vice President. In the absence of the President or in the event of his disability, inability or refusal to act, the Vice President shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. Secretary. The Secretary may attend all meetings of the Board of Directors and all meetings of the members of the Association and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association to be kept for that purpose. He shall perform like duties for the executive and other standing committees when requested by the Board of Directors or any such committee to do so. It shall be the principal responsibility of the Secretary to give, or cause to be given, notice of all meetings of the Board of Directors and of the Association members, but this shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. The Secretary shall cause all books, records, lists and information, or duplicates, required to be maintained in Kansas, or elsewhere, to be so maintained.

The Secretary shall keep in safe custody the seal of the Association, if such a seal is authorized by the Board of Directors, and shall have authority to affix the seal to any instrument requiring it, and when so affixed, he shall attest the seal by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature.

The Secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors or the chief executive officer of the Association.

The Board of Directors shall have the right to designate an Assistant Secretary, who need not be a member of the Board of Directors, and in the absence of the Secretary or in the event of his disability, inability or refusal to act, the Assistant Secretary may perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of the funds and securities of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and shall keep, or cause to be kept, all other books of account and accounting records of the Association. He shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors or by any officer of the Association to whom such authority has been granted by the Board of Directors. He shall disburse, or permit

to be disbursed, the funds of the Association as may be ordered, or authorized generally by the Board of Directors, and shall render to the chief executive officer of the Association and the Board of Directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction, and of the financial condition of the Association.

He shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors. He shall have the general duties, powers and responsibility of a treasurer of a corporation. If required by the Board of Directors, he shall give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board of Directors, for the faithful performance of the duties of his office, and for the restoration to the Association, in the case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control which belong to the Association.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other Instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such unless such compensation is approved by a majority of the Association members as described in Section 7, 8 and 9 of Article III hereof.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Common Expenses and Charges. Assessments against the Owners shall be made as provided by the Declaration and by the Board of Directors and paid by the Owners to the Association in accordance with the following provisions:

(a) Share of Expense -- Common Expenses. Each Owner shall be liable for his share of the common expenses, as set forth in the Declaration.

(b) Assessments. All assessments, the authority of which to levy is granted to the Association or the Board of Directors by the Declaration, these Bylaws or as otherwise permitted, shall be paid by the Owners to the Association as set forth in the Declaration, Bylaws, or lawful resolution of the Board of Directors authorizing such assessment. All assessments, other than those described in the Declaration

and separate charges made against an Owner for his failure to fulfill his obligations under the Declaration, Bylaws, or Rules and Regulations, shall be made equally upon each Owner.

(c) Accounts. All sums collected by the Association from assessments may be commingled in a single fund but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as determined by the Board of Directors but shall include the following:

(i) Common Expense Account--to which shall be credited collections of assessments for all common expenses as well as payments received as income from the rental or use of any of the common areas and facilities;

(ii) Alteration and Improvement Account--to which shall be credited all sums collected for alteration and improvement assessments;

(iii) Emergency Account--to which shall be credited all sums collected for emergencies;

(iv) Reserve Account--to which shall be credited all funds required by the Board of Directors for working capital of the Association, general operating reserves, reserves for replacement and maintenance, and funds required to make up deficits in the expenses for any prior year.

(d) Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Lot the name and address of the Owner or Owners, the assessments, and the amounts of all assessments paid and unpaid.

(e) Liability for Assessments. The owner of a Lot and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance of the Lot. Such liability may not be avoided by a waiver of the use and enjoyment of any common area or facility or by abandonment of the Lot for which the assessments are made.

(f) Lien for Assessment. The creation, existence and enforcement of a lien or liens against any Lot or Owner for failure to pay any assessment shall be governed by the applicable provisions of the Declaration.

(g) Statement of Common Charges. Upon written request therefore, the Board of Directors shall provide any Owner with

a written statement of all unpaid common charges due from such Owner. Such statement shall be furnished within ten (10) days after receipt of said request.

Section 2. Insurance. The Board of Directors of the Association shall be required to obtain and maintain, to the extent obtainable, the insurance coverages described in Article Six of the Declaration.

Section 3. Board of Directors May Act for Owners. Whenever in the Declaration or these Bylaws, the Board of Directors or the members thereof are authorized or directed to acquire, hold, lease, mortgage, or convey any part of or interest in the properties, or to acquire any lien thereon, or to acquire or receive the proceeds to any policy of insurance or other monies, goods, or chattels, with respect to the properties, such action shall be carried out in the names of the members of the Board of Directors and their successors in office from time to time, as trustees, on behalf of some or all of the Owners, as the case may be.

Section 4. Rules of Conduct. Reasonable rules and regulations concerning the use of the Lots and the common areas and facilities may be made by the Board of Directors from time to time. Copies of such rules and regulations shall be furnished by the Board of Directors to each Owner prior to the time they shall become effective.

ARTICLE VI

MORTGAGES

Section 1. Notice to Board of Directors. An Owner who mortgages his Lot shall notify the Board of Directors of the name and address of his mortgagee and the Board of Directors shall maintain such information, in a book entitled "Mortgages of Lots."

Section 2. Notice of Unpaid Common Charges and Notice of Loss or Taking. The Board of Directors, whenever so requested in writing by any mortgagee of a Lot, shall promptly, in writing, notify the mortgagee of any default in the performance by the individual Lot mortgagor of any obligation under the Declaration, these Bylaws, or the Rules and Regulations, and any then unpaid common charges due from the Owner of the mortgaged Lot.

Section 3. Notice of Default. The Board of Directors, when giving an Owner notice of a default in payment of common charges or other default, shall within thirty (30) days following such default send a copy of such notice to the Owner, including any contract seller, and to the holder of a mortgage covering such Lot whose name and address have been previously furnished to the Board of Directors.

Section 4. Examination of Books. Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Association at reasonable times on weekdays, but not more often than once a month.

ARTICLE VII

RECORDS

Section 1. Records and Audits. The Board of Directors shall keep or cause to be kept detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the members of the Association, and financial records and books of account of the Association, Including a chronological listing of receipts and expenditures as well as a separate account for each Lot which, among other matters, shall contain the amount of each assessment of common charges against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be given by the Board of Directors to all Owners at least semi-annually. In addition, an annual report of the assets and liabilities, including receipts and expenditures of the Association, shall be delivered by the Board of Directors to all Owners, and to all mortgagees of Lots who have requested the same, within sixty (60) days after the end of each calendar year.

Section 2. Statement of Account. Upon ten (10) days notice to the Board of Directors or manager and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE VIII

MISCELLANEOUS

Section 1. Notices. All notices to the Association or to the Board of Directors hereunder, except as otherwise provided herein, shall be in writing and sent by registered or certified mail to the Board of Directors at its office at 1601 West 23rd Street, Suite 200, Lawrence, Kansas 66044, or to such other address as the Board of Directors may hereafter designate from time to time. Notices to any Owner, except as otherwise provided herein, shall be deemed given when sent by regular or certified United States mail to his address within Oakwood Estates or to such other address requested by the Owner by prior notice to the Association. All notices

to contract sellers or mortgagees of Lots shall be sent by regular or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices sent by regular or certified United States Mail shall be deemed to have been given when deposited in the United States mail in the manner aforementioned.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the other parts of these Bylaws.

Section. 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE IX

AMENDMENT TO BYLAWS

These Bylaws may be modified or amended only by Declarant, or the Declarant and the Board of Directors, until Class B membership shall terminate. Thereafter these Bylaws may be modified or amended by the vote of eighty percent (80%) of the Owners at a meeting of Owners duly held for such purpose.

ARTICLE X

CONFLICTS

Section 1. Conflicts. In case any of these Bylaws are contrary to or in conflict with the provisions of the Declaration, the applicable provisions of the Declaration shall control.

The foregoing were adopted as the Bylaws of Oakwood Estates Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Kansas, at the first meeting of its Board of Directors on 1st, June 1988.

OAKWOOK ESTATES HOMEOWNERS' ASSOCIATION, INC.

By (signed Mark S. Ledom)
President

ATTEST:

(signature affixed)
Secretary

oakwood estates bylaws – AGMT 53

1992 amendment by the Declarants incorporated into the text September 2003, and *shown in italics on Page 2.*

(v1.0 retype: MS Word file created via OCR software, June-September 2003)