

OAKWOOD ESTATES
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND DEDICATION
OF EASEMENTS

TABLE OF CONTENTS

DECLARATION OF OAKWOOD ESTATES

ARTICLE ONE

Definitions.....	Page 4
------------------	--------

ARTICLE TWO

Property Subject to Declaration.....	Page 8
1. Existing Property.....	Page 8
2. Merger or Consolidation.....	Page 10

ARTICLE THREE

Membership.....	Page 10
1. Membership and Voting Rights in the Association.....	Page 10
2. Types of Membership in the Association.....	Page 10
(a) Class A.....	Page 11
(b) Class B.....	Page 11
3. Quorum Proxies, Voting.....	Page 11
4. Articles of Incorporation and Bylaws.....	Page 12

ARTICLE FOUR

Common Areas and Facilities – Rights of Owners and of the Association.....	Page 12
1. Enjoyment	Page 12
2. Delegation of Rights.....	Page 12
3. Regulations and Suspension of Rights.....	Page 12
4. Title to Common Area.....	Page 13

ARTICLE FIVE

Covenant for Maintenance Fees or Charges.....	Page 13
1. Creation of the Lien and Personal Obligation for Fees or Charges; Regular and Special Fees and Charges.....	Page 13
2. Purpose of Regular Fees or Charges.....	Page 13
3. Regular Fees or Charges; Limits Thereon.....	Page 14
4. Special Fees or Charges for Capital Improvements.....	Page 15
5. Special Fees for Noncompliance with Declaration.....	Page 16
6. Uniform Rate of Fees or Charges.....	Page 16
7. Date of Commencement of Regular Fees or Charges: Due Date.....	Page 16
8. Declarant's Payments during Sale and Development Period.....	Page 16
9. Duties of the Board of Directors with Respect to Fees or Charges.....	Page 17
10. Effect of Non-payment of Fees or Charges; Personal Obligation of the Owner; Lien; Remedies of Association; Maintenance and Enforcement of Lien by Declarant or Association.....	Page 17
11. Subordination of the Lien to Mortgages; Notice of Nonpayment to Mortgagee.....	Page 18

12. Notice.....	Page 19
13. Exempt Property.....	Page 19

ARTICLE SIX

Insurance.....	Page 19
1. Insurance to be Obtained and Maintained by Association.....	Page 19
2. Insurance to be Obtained and Maintained by Owner.....	Page 20

ARTICLE SEVEN

Management, Maintenance, and Repairs.....	Page 21
1. Manager or Managing Agent.....	Page 21
2. Maintenance, Repair, Alteration and Improvements.....	Page 22

ARTICLE EIGHT

New Construction, Improvements, and Alterations.....	Page 22
1. Architectural Control Committee.....	Page 22
2. Enforcement.....	Page 23
3. New Construction.....	Page 23
4. Improvements and Alterations.....	Page 23
5. Approval or Disapproval of Plans.....	Page 24
6. Limitations.....	Page 24
7. Certification of Compliance.....	Page 24
8. Rules and Regulations.....	Page 25
9. Right to Remove or Correct Violations.....	Page 25

ARTICLE NINE

Easements.....	Page 26
1. Easement to Association to Perform its Duties.....	Page 26
2. Easement for Utilities.....	Page 26
3. Easement to Correct Drainage.....	Page 26
4. Easements Run with the Land.....	Page 27

ARTICLE TEN

Use Restrictions.....	Page 27
1. Use of Land as Single Family Residence.....	Page 27
2. Use of Common Areas and Facilities.....	Page 27
3. Residential Units.....	Page 27
4. Occupancy Restrictions.....	Page 27
5. Leasing.....	Page 27

ARTICLE ELEVEN

General Restrictions.....	Page 28
1. Lot Frontage.....	Page 28
2. Lot Setback.....	Page 28
3. Permitted Height of Residential Units.....	Page 28
4. Dwelling Size.....	Page 29
5. Construction Requirements.....	Page 29

6. Temporary Structures and Outbuildings.....	Page 29
7. Signs.....	Page 29
8. Oil and Mining Operation and Oil Tanks.....	Page 30
9. Livestock and Poultry.....	Page 30
10. Sight Distance at Intersections.....	Page 30
11. Overhead Wires Prohibited.....	Page 30
12. Pergolas Prohibited.....	Page 30
13. Antennas and Clotheslines.....	Page 30
14. Parking in Streets.....	Page 31
15. No Noxious or Offensive Activities Permitted.....	Page 31
16. Fences and Enclosures.....	Page 31
17. Drainage.....	Page 31
18. Storage.....	Page 31
19. Repairs of Vehicles on Real Estate.....	Page 32
20. Further Subdivisions of Lots.....	Page 32
21. Limitation of Restrictions.....	Page 32

ARTICLE TWELVE

Change of Membership in Association.....	Page 32
--	---------

ARTICLE THIRTEEN

Association.....	Page 33
1. Duties.....	Page 33
2. Powers.....	Page 34
3. Implementation of Powers and Duties.....	Page 34
(a) Limitation Upon Liability of Association.....	Page 34
(b) Restraint Upon Assignment of Shares in Assets.....	Page 34
(c) Approval or Disapproval of Matters.....	Page 34
(d) Voting Rights.....	Page 35
(e) Books of Receipts and Expenditures.....	Page 35
(f) Legal Action.....	Page 35
(g) Borrow Money.....	Page 35

ARTICLE FOURTEEN

Condemnation.....	Page 35
-------------------	---------

ARTICLE FIFTEEN

Lots and Residential Units Subject to Declaration, Bylaws, and Rules and Regulations.....	Page 36
1. Enforcement.....	Page 36
2. Negligence.....	Page 37
3. Costs and Attorneys' Fees.....	Page 37
4. Abatement and Enjoinment of Violations by Residential Unit Owners.....	Page 37
5. Remedies Cumulative.....	Page 37

ARTICLE SIXTEEN

General Provisions.....	Page 38
1. Duration.....	Page 38
2. Amendments.....	Page 38
(a) Notice.....	Page 38
(b) Resolution of Adoption.....	Page 38

3. Partition.....Page 38

4. Severability..... Page 39

5. Notices..... Page 39

6. Captions.....Page 39

7. Construction.....Page 39

OAKWOOD ESTATES
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND DEDICATION
OF EASEMENTS

THIS DECLARATION AND DEDICATION is made this _____day of _____, 1988, by Diversified Concepts, Inc., a Kansas corporation, which is referred to in this Declaration as "Declarant."

WHEREAS, Declarant is the owner of record of the following described real estate:

A tract of land located in the Southeast Quarter of Section 23, Township 13 South, Range 19 East of the 6th P.M. in Douglas County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Section 23; thence along the south line of the Southeast Quarter of said Section 23 and along the south line of a tract conveyed to the State of Kansas for Kansas Highway No. 59 right-of-way recorded on Page 59 in Book 284 at the Douglas County Register of Deeds N 87°33'10" W, 342.00 feet. (Kansas Highway No. 59 right-of-way description: N 87°35' W); thence along a west line of the said Kansas Highway No. 59 tract N 2°25'00" E, 30.00 feet to the point of intersection of a west line of the said Kansas Highway No. 59 tract with the north right-of-way line of Leary Road, a public road in said Douglas County, being the POINT OF BEGINNING being Corner 1, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road being parallel to the south line of the Southeast Quarter of said Section 23 N 87°33'10" W, 17.98 feet to a point on the east line of a tract conveyed to Douglas County Rural Water District No. 5 recorded on Page 1906 in Book 304 at the Douglas County Register of Deeds, said point being Corner 2, marked by a 1/2" iron bar; thence along the east line of the said Water District tract N 2°26'50" E, 50.00 feet to the

northeast corner of the said Water District tract being Corner 3, marked by a 1/2" iron bar; thence along the north line of the said Water District tract N 87°33'10" W, 50.00 feet to the northwest corner of the said Water District tract being Corner 4, marked by a 1/2" iron bar; thence along the west line of said Water District No. 5 tract S 2°26'50" W, 50.00 feet to the north right-of-way line of said Leary Road being Corner 5, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road N 87°33'10" W, 1867.23 feet to Corner 6, marked by a 1/2" iron bar; thence N 2°02'20" E, 895.04 feet to Corner 7, marked by a 1/2" iron bar; thence along the north line of a tract recorded on Page 1074 in Book 364 at the Douglas County Register of Deeds N 86°59'51" W, 391.41 feet to the west line of the Southeast Quarter of said Section 23, being Corner 8, marked by a 1/2" iron bar; thence along the west line of the Southeast Quarter of said Section 23 N 1°57'03" E, 1718.90 feet to the Center Quarter Corner of said Section 23 being Corner 9, marked by a limestone; thence along the north line of the Southeast Quarter of said Section 23 S 87°52'35" E, 1964.57 feet to the northwest corner of a tract conveyed to Robert and Mary Leonard recorded on Page 219 in Book 344 at the Douglas County Register of Deeds being 700.71 feet N 87°52'35" W, of the East Quarter Corner of said Section 23 (said Leonard tract description: 700 feet WEST) said northwest corner of Leonard tract being Corner 10, marked by a 3"x4" concrete monument; thence along the west line of the said Leonard tract S 1°54'39"W, 777.50 feet (said Leonard tract description: 776 feet South) to the southwest corner of the said Leonard tract being Corner 11, marked by a 3"x4" concrete monument; thence along the south line of the said Leonard tract S 87°59'56" E, 418.20 feet (said Leonard tract description: EAST) to a point on a westerly right-of-way line of said Highway No. 59 being 282.43 feet N 87°59'56" W, of the southeast corner of the said Leonard (said Kansas Highway No. 59 right-of-way description: N 87°59' W, 282.2 feet) said point being Corner 12, marked by a 1/2" iron bar; thence along the westerly right-of-way of

said Kansas Highway No. 59 S 1°57'56" W, 73.00 feet (said Kansas Highway No. 59 right-of-way Description: S 1°54' W) to Corner 13, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 44°56'00" E, 109.70 feet to Corner 14, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 1°54'00" W, 1625.00 feet to Corner 15, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 68°14'00"W, 152.40 feet to Corner 16, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 2°25'00"W, 19.82 feet to the POINT OF BEGINNING, containing 131.07 acres more or less; which real estate is also described as follows:

Lots One (1) through Twenty-Nine (29), inclusive, and Tract A, in Oakwood Estates, a subdivision in Douglas County, Kansas.

WHEREAS, Declarant desires to place certain covenants, conditions, restrictions, easements, charges and liens, upon the above-described real estate for the benefit of Declarant, its successors, assigns, and its future grantees, and to protect the value and desirability of the residential development project to be known as "Oakwood Estates;" and

WHEREAS, Declarant has caused Oakwood Estates Homeowners' Association to be incorporated under the laws of the State of Kansas as a not-for-profit corporation, for the purpose of exercising the functions of a homeowners' association for the benefit of the above-described real estate.

NOW THEREFORE, Declarant hereby declares that the real property referred to and described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of such real estate. These easements, covenants, restrictions, and conditions shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in the real estate, or a part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

1. "Association" shall mean and refer to Oakwood Estates Homeowners' Association, a not-for-profit corporation, formed pursuant to the laws of the State of Kansas, by Articles of Incorporation filed with the Kansas Secretary of State on the _____ day of _____, 1988, and with the Register of Deeds for Douglas County, Kansas, on the _____ day of _____, 1988, in Book _____, at Page _____.

2. "Real Estate" shall mean and refer to the following-described real estate:

A tract of land located in the Southeast Quarter of Section 23, Township 13 South, Range 19 East of the 6th P.M. in Douglas County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Section 23; thence along the south line of the Southeast Quarter of said Section 23 and along the south line of a tract conveyed to the State of Kansas for Kansas Highway No. 59 right-of-way recorded on Page 59 in Book 284 at the Douglas County Register of Deeds N 87°33'10" W, 342.00 feet. (Kansas Highway No. 59 right-of-way description: N 87°35' W); thence along a west line of the said Kansas Highway No. 59 tract N 2°25'00" E, 30.00 feet to the point of intersection of a west line of the said Kansas Highway No. 59 tract with the north right-of-way line of Leary Road, a public road in said Douglas County, being the POINT OF BEGINNING being Corner 1, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road being parallel to the south line of the Southeast Quarter of said Section 23 N 87°33'10" W, 17.98 feet to a point on the east line of a tract conveyed to Douglas County Rural Water District No. 5 recorded on Page 1906 in Book 304 at the Douglas County Register of Deeds, said point being Corner 2, marked by a 1/2" iron bar; thence along the east line of the said Water District tract N 2°26'50" E, 50.00 feet to the northeast corner of the said Water District tract being Corner 3, marked by a 1/2" iron

bar; thence along the north line of the said Water District tract N 87°33'10" W, 50.00 feet to the northwest corner of the said Water District tract being Corner 4, marked by a 1/2" iron bar; thence along the west line of said Water District No. 5 tract S 2°26'50" W, 50.00 feet to the north right-of-way line of said Leary Road being Corner 5, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road N 87°33'10" W, 1867.23 feet to Corner 6, marked by a 1/2" iron bar; thence N 2°02'20" E, 895.04 feet to Corner 7, marked by a 1/2" iron bar; thence along the north line of a tract recorded on Page 1074 in Book 364 at the Douglas County Register of Deeds N 86°59'51" W, 391.41 feet to the west line of the Southeast Quarter of said Section 23, being Corner 8, marked by a 1/2" iron bar; thence along the west line of the Southeast Quarter of said Section 23 N 1°57'03" E, 1718.90 feet to the Center Quarter Corner of said Section 23 being Corner 9, marked by a limestone; thence along the north line of the Southeast Quarter of said Section 23 S 87°52'35" E, 1964.57 feet to the northwest corner of a tract conveyed to Robert and Mary Leonard recorded on Page 219 in Book 344 at the Douglas County Register of Deeds being 700.71 feet N 87°52'35" W, of the East Quarter Corner of said Section 23 (said Leonard tract description: 700 feet WEST) said northwest corner of Leonard tract being Corner 10, marked by a 3"x4" concrete monument; thence along the west line of the said Leonard tract S 1°54'39" W, 777.50 feet (said Leonard tract description: 776 feet South) to the southwest corner of the said Leonard tract being Corner 11, marked by a 3"x4" concrete monument; thence along the south line of the said Leonard tract S 87°59'56" E, 418.20 feet (said Leonard tract description: EAST) to a point on a westerly right-of-way line of said Highway No. 59 being 282.43 feet N 87°59'56" W, of the southeast corner of the said Leonard (said Kansas Highway No. 59 right-of-way description: N 87°59' W, 282.2 feet) said point being Corner 12, marked by a 1/2" iron bar; thence along the westerly right-of-way of said Kansas Highway No. 59 S 1°57'56" W, 73.00 feet (said Kansas Highway No. 59 right-of-way

Description: S 1°54' W) to Corner 13, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 44°56'00" E, 109.70 feet to Corner 14, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 1°54'00" W, 1625.00 feet to Corner 15, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 68°14'00" W, 152.40 feet to Corner 16, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 2°25'00"W, 19.82 feet to the POINT OF BEGINNING, containing 131.07 acres more or less; which real estate is also described as follows:

Lots One (1) through Twenty-Nine (29), inclusive, and Tract A, in Oakwood Estates, a subdivision in Douglas County, Kansas.

3. "Common Area and Facilities" shall mean that part of the Real Estate and all improvements located thereon owned by the Association for the common use and enjoyment of the residents of Oakwood Estates Subdivision, and shall include the following:

(a) All real estate owned in fee simple by the Association evidenced by warranty deed or deeds from the Declarant to the Association, recorded in the office of the Register of Deeds of Douglas County, Kansas.

(b) Any structures, trees, landscaping, lighting equipment, cable television equipment, apparatus, and lines, recreational equipment, decorative equipment, or other improvements owned by the Association and located upon Real Estate, including any entrance structures, plantings, and street markers or signs that may be constructed by the Association or the Declarant.

(c) Tract A (the "Park and Lake"), which is shown as Tract "A" on the Plat.

(d) All easements, rights, and appurtenances belonging thereto necessary to the existence, maintenance, and safety of the Residential Units and the Common Area and Facilities.

(e) All personal property owned by the Association intended for use by the Association in the exercise of its powers as set forth in this Declaration.

4. "Common Expenses," shall mean and include the following:

(a) Expenses of administration; insurance expenses; and expenses incurred in the maintenance, operation, repair, and replacement of the Common Areas and Facilities and the portions of the real estate to be maintained by the Association; and

(b) Expenses declared common expenses by the Association and assessed against the Owners.

5. "Oakwood Estates Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in Oakwood Estates. That standard may be specifically determined and set forth by the Architectural Control Committee.

6. "Plat," shall mean and refer to the subdivision plat of Oakwood Estates Subdivision, filed in Plat Book ____, Page ____, in the office of the Register of Deeds of Douglas County, Kansas.

7. "Lot" shall mean and refer to a platted lot located within the Real Estate, as shown on the recorded subdivision Plat of Oakwood Estates.

8. "Residential Unit" shall mean and refer to one single-family detached residential building located on a single Lot.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot, including a contract purchaser of a Lot who has complied with the provisions of Article Twelve of this Declaration. The term "Owner" shall not mean any mortgagee unless and until such mortgagee has acquired fee simple title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

10. "Member" shall mean and refer to each Owner as provided in Article Three.

11. "Mortgagee" shall mean and refer to any person, persons, or entities holding a first mortgage secured by a Lot and improvements thereon.

12. "Declarant" shall mean and refer to Diversified Concepts, Inc.

13. "Oakwood Estates" shall mean and refer to the Oakwood Estates Subdivision in Douglas County, Kansas, consisting of approximately 131.07 acres, and fully described on the Plat.

14. "Person(s)" means a natural individual(s), corporation, partnership, trustee, or other legal entity capable of holding title to real property.

ARTICLE TWO

PROPERTY SUBJECT TO DECLARATION

1. Existing Property. The following real estate is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration:

A tract of land located in the Southeast Quarter of Section 23, Township 13 South, Range 19 East of the 6th P.M. in Douglas County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Section 23; thence along the south line of the Southeast Quarter of said Section 23 and along the south line of a tract conveyed to the State of Kansas for Kansas Highway No. 59 right-of-way recorded on Page 59 in Book 284 at the Douglas County Register of Deeds N 87°33'10" W, 342.00 feet. (Kansas Highway No. 59 right-of-way description: N 87°35' W); thence along a west line of the said Kansas Highway No. 59 tract N 2°25'00" E, 30.00 feet to the point of intersection of a west line of the said Kansas Highway No. 59 tract with the north right-of-way line of Leary Road, a public road in said Douglas County, being the POINT OF BEGINNING being Corner 1, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road being parallel to the south line of the Southeast Quarter of said Section 23 N 87°33'10" W, 17.98 feet to a point on the east line of a tract conveyed to Douglas County Rural Water District No. 5 recorded on Page 1906 in Book 304 at the Douglas County Register of Deeds, said point being Corner 2, marked by a 1/2" iron bar; thence along the east line of said Water District tract N 2°26'50" E, 50.00 feet to the northeast corner of the said Water District tract being Corner 3, marked by a 1/2" iron bar; thence along the north line of the said Water District tract N 87°33'10" W, 50.00 feet to the northwest corner of the said Water

District tract being Corner 4, marked by a 1/2" iron bar; thence along the west line of said Water District No. 5 tract S 2°26'50" W, 50.00 feet to the north right-of-way line of said Leary Road being Corner 5, marked by a 1/2" iron bar; thence along the north right-of-way line of said Leary Road N 87°33'10" W, 1867.23 feet to Corner 6, marked by a 1/2" iron bar; thence N 2°02'20" E, 895.04 feet to Corner 7, marked by a 1/2" iron bar; thence along the north line of a tract recorded on Page 1074 in Book 364 at the Douglas County Register of Deeds N 86°59'51" W, 391.41 feet to the west line of the Southeast Quarter of said Section 23, being Corner 8, marked by a 1/2" iron bar; thence along the west line of the Southeast Quarter of said Section 23 N 1°57'03" E, 1718.90 feet to the Center Quarter Corner of said Section 23 being Corner 9, marked by a limestone; thence along the north line of the Southeast Quarter of said Section 23 S 87°52'35" E, 1964.57 feet to the northwest corner of a tract conveyed to Robert and Mary Leonard recorded on Page 219 in Book 344 at the Douglas County Register of Deeds being 700.71 feet N 87°52'35" W, of the East Quarter Corner of said Section 23 (said Leonard tract description: 700 feet WEST) said northwest corner of Leonard tract being Corner 10, marked by a 3"x4" concrete monument; thence along the west line of the said Leonard tract S 1°54'39" W, 777.50 feet (said Leonard tract description: 776 feet South) to the southwest corner of the said Leonard tract being Corner 11, marked by a 3"x4" concrete monument; thence along the south line of the said Leonard tract S 87°59'56" E, 418.20 feet (said Leonard tract description: EAST) to a point on a westerly right-of-way line of said Highway No. 59 being 282.43 feet N 87°59'56" W, of the southeast corner of the said Leonard (said Kansas Highway No. 59 right-of-way description: N 87°59' W, 282.2 feet) said point being Corner 12, marked by a 1/2" iron bar; thence along the westerly right-of-way of said Kansas Highway No. 59 S 1°57'56" W, 73.00 feet (said Kansas Highway No. 59 right-of-way Description: S 1°54' W) to Corner 13, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas

Highway No. 59 S 44°56'00" E, 109.70 feet to Corner 14, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 1°54'00" W, 1625.00 feet to Corner 15, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 68°14'00" W, 152.40 feet to Corner 16, marked by a 1/2" iron bar; thence continuing along the westerly right-of-way line of said Kansas Highway No. 59 S 2°25'00"W, 19.82 feet to the POINT OF BEGINNING, containing 131.07 acres more or less; which real estate is also described as follows:

Lots One (1) through Twenty-Nine (29), inclusive, and Tract A, in Oakwood Estates, a subdivision in Douglas County, Kansas.

2. Merger or Consolidation. Upon a merger or consolidation of the Association with another not-for-profit corporation (such as a homeowners' association formed to operate and maintain adjacent real estate which might at a future time be developed as a compatible and harmonious residential development) the Association's properties, rights, and obligations may by operation of law be transferred to another surviving or consolidated not-for-profit corporation, or, alternatively, the properties, rights, and obligations of another not-for-profit corporation may by operation of law be added to the properties, rights, and obligations of the Association as the surviving not-for-profit corporation pursuant to a merger. The surviving or consolidated not-for-profit corporation may administer the covenants, conditions, and restrictions established by this Declaration for the existing property, together with the covenants and restrictions established upon any other property as one project. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants, conditions, and restrictions established by this Declaration for the existing property.

ARTICLE THREE

MEMBERSHIP

1. Membership and Voting Rights in the Association. Every person or entity who is an owner of fee simple interest in one or more Lots shall be a member of the Association. Ownership of a Lot shall be the sole qualification for Class A membership.

2. Types of Membership in the Association. The Association shall have two classes of voting memberships:

(a) Class A. Class A members shall be all Owners except Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by paragraph 1 of this Article Three. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Each Class B membership shall be issued to Declarant. Ten Class B memberships shall be issued to Declarant for each Lot owned by Declarant. Each Class B membership shall be entitled to one vote. As a deed is delivered by Declarant to the grantee of a Lot, such grantee shall receive a Class A membership, and ten Class B memberships shall be cancelled. All Class B memberships outstanding shall be surrendered by Declarant to the Board of Directors of the Association for cancellation upon the happening of either of the following events, whichever occurs first:

(i) When the total Class A memberships equal or exceed the total Class B memberships; or

(ii) July 1, 1993.

Upon surrender and cancellation of all outstanding Class B memberships, such memberships shall be converted to Class A memberships if Declarant shall be an owner of a Lot or Lots at such time. Upon surrender and cancellation of each Class B membership, Declarant shall have no right to vote such membership at any regular or special meeting of the Association for any purpose whatsoever.

3. Quorum, Proxies, Voting.

(a) The quorum requirements for meetings of the Association's members shall be as described in the Association's Bylaws.

(b) At all meetings of the Association's members, a Class A member may vote in person or by proxy executed in writing by such member. Such proxies shall be filed with the Secretary of the Association before or at the time of a 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 a member of his Lot. No owner of a Class A membership may vote more than one additional vote by proxy.

4. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws. In any event, if any provision set forth in this Declaration applicable to notice, voting, and quorum requirements is in conflict with any provision of Kansas law applicable to not-for-profit corporations on the date of this Declaration, or at any time after such date, the applicable provision of Kansas law shall control.

ARTICLE FOUR

COMMON AREAS AND FACILITIES - RIGHTS OF OWNERS AND OF THE ASSOCIATION

1. Enjoyment. Subject to paragraph 3 of this Article Four, each Owner shall have a right and easement of enjoyment in and to the Common Areas and Facilities and such easements shall be appurtenant to and shall pass with the title to each Lot. The Class A membership in the Association of each Owner shall be deemed to be conveyed or encumbered with the deed or mortgage applicable to each Lot, even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument. Each Owner may use the Common Areas and Facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other Owners.

2. Delegation of Rights. Any Owner may delegate his right of enjoyment of Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside in his Residential Unit.

3. Regulations and Suspension of Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the board of directors of the Association to prescribe rules and regulations and fees governing the use, operation and maintenance of all Common Areas and Facilities.

(b) The right of the Association to suspend the right of any Owner to use all facilities located upon Common Areas for any period during which any assessment against such Owner remains unpaid.

(c) The right of the Association to dedicate or transfer part of the Common Area to any public agency, authority or any public utility to provide necessary utility services to the Owners.

(d) The right of the board of directors of the Association to fix penalties for the violation of rules and regulations.

(e) The right of the Association to borrow money for the benefit of the Association and the Owners; provided, however, that the repayment of such loans shall not be or become the personal obligation of the Owners, except to the extent the repayment of such loans shall be made by the Association from assessments levied in accordance with Article Five of this Declaration.

4. Title to Common Area. Declarant may retain the legal title to the common area until such time as Declarant has completed improvements thereon and until such time as, in the opinion of Declarant, the Association is able to maintain the common area. Notwithstanding any provision herein, however, Declarant covenants that the common area shall be transferred and conveyed to the Association, free and clear of all liens and encumbrances, other than as specifically provided in this Declaration or shown on the subdivision plat of Oakwood Estates, not later than July 1, 1993.

ARTICLE FIVE

COVENANT FOR MAINTENANCE FEES OR CHARGES

1. Creation of the Lien and Personal Obligation for Fees or Charges; Regular and Special Fees and Charges. Each Owner, by accepting a deed to a Lot, whether expressed in the deed, hereby agrees to pay to the Association or its nominee:

(a) Regular fees or charges; and

(b) Special fees or charges for capital improvements to be fixed, established, and collected from time to time as hereinafter provided.

2. Purpose of Regular Fees or Charges. The regular fees or charges levied by the Association shall be used for the following purposes:

(a) Repair, maintenance, and care of the Park and Lake, and repair, replacement, and maintenance of trees, shrubs, grass, street lighting, walks and other exterior improvements located in or on the Common Area, as more fully set forth in Article Seven, paragraph 2, of this Declaration.

(b) Ad valorem and other taxes on land and improvements owned by the Association.

(c) Management of the Association, including necessary legal and accounting expenses.

(d) Contingency reserves as determined from time to time by the board of directors of the Association.

(e) Community cable television expenses, including the costs of maintaining and repairing satellite reception devices, wires, cables, conduits, and such other equipment and apparatus as may be necessary for the community cable television service for the Residential Units.

(f) Insurance premiums for all insurance secured by the board of directors pursuant to this Declaration. Such insurance premiums shall include premiums for public liability and property damage insurance covering all Common Areas and Facilities and workers' compensation insurance to the extent deemed necessary by the board of directors to comply with any applicable law.

(g) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration, or that the board of directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation, Bylaws, and in this Declaration.

3. Regular Fees or Charges; Limits Thereon. Prior to December 31 of each calendar year, the board of directors of the Association shall prepare a budget for the following calendar year which shall cover the estimated costs of maintaining the Common Areas and performing the obligations and exercising the powers established under this Declaration. On the basis of this budget, the monthly assessments for each Owner of each Lot for the following year shall be established by the Association on the basis that the costs as estimated under the budget shall be borne equally by the Owners of the Lots. On or before the first day each calendar year, a copy of the annual budget for such calendar year, together with the proposed regular fees or charges allocable to each Lot, shall be delivered to each Owners. If an annual budget is not made as required, a monthly payment in the amount required by the last prior budget shall be due from each Owner upon each payment date until changed by new regular fees and charges established by a new budget. Within sixty (60) days following the end of each calendar year, the board of directors shall send to each Owner an annual report of assets and liabilities of the Association determined as of the last day of such calendar year. All computations and reports relating to obligations to be performed by the Association under this article shall be accomplished in accordance with accepted accounting practices. Upon reasonable notice,

mortgagees and Owners shall have the right to examine the books and records of the Association at the Association's office.

(a) Until December 31, 1989, the maximum regular fees or charges shall be \$25.00 per Lot per month, payable quarterly on the first day of January, April, July, and October except that such fees or charges may be increased in order to provide community cable television services to the Residential Units.

(b) Regular fees or charges shall remain constant from January 1 through December 31 of each year.

(c) At the end of each calendar year, the Association shall determine, as soon as is reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the budget, the deficiency shall be taken into account and defrayed as part of the budget for the following calendar year. If there is an excess of regular fees or charges collected for such calendar year, such excess shall also be taken into account preparing the budget for the following calendar year.

(d) Notwithstanding the foregoing, the board of directors of the Association may not increase the regular fees or charges for any year more than twenty percent (20%) over the regular fees and charges for the preceding year without an affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Class A memberships and all of the Class B memberships who are present and voting in person or by proxy at a special meeting called for the purpose of considering such increase. Such special meeting shall be held not less than ten (10) days and not more than fifty (50) days after notice in writing to each member of the Association, stating the time, purpose, and place of such meeting.

4. Special Fees or Charges for Capital Improvements. In addition to the monthly fees or charges authorized by paragraph 3 of this Article Five, the board of directors may levy in any year a special fee or charge applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction and estimated repairs and replacements of any capital improvements. Such special fee or charge shall, however, require an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Class A memberships, and all of the Class B memberships who are present and voting in person or by proxy at a special meeting called for the purpose of considering the special fee or charge. Such special meeting shall be held not less than ten (10) days and not more than fifty (50) days after notice in writing to each member of the Association, stating the

time, purpose, and place of such meeting. Such special fees or charges shall be due and payable at the time and in the manner as approved by sixty-six and two-thirds percent (66 2/3%) of the Class A memberships and all of the Class B memberships voting at said meeting.

5. Special Fees for Noncompliance with Declaration. The Association may levy special fees or charges against any Owner to reimburse the Association for costs incurred for the purpose of bringing an Owner, his Residential Unit, or his Lot, into compliance with the provisions of the Declaration, the Articles, the Bylaws, and any Rules and Regulations, which special fees or charges may be assessed upon the vote of the board of directors after notice to the Owner and a reasonable opportunity for such Owner to be heard by the board of directors.

6. Uniform Rate of Fees or Charges. Both regular and special fees or charges, other than those imposed by paragraph 5, and those imposed on Lot 29, must be fixed by the board of directors of the Association at a uniform rate for all Lots.

7. Date of Commencement of Regular Fees or Charges: Due Date. Regular fees or charges shall be due and payable quarterly on the first day of January, April, July, and October, in equal installments, and shall be delinquent if not paid within five (5) days after becoming due and payable. An Owner, other than Declarant, shall become obligated to pay assessments upon the recording in the office of the Register of Deeds of Douglas County, Kansas, of a warranty deed-conveying fee simple title to such Owner, or upon the recording of an Affidavit of Equitable Interest in accordance with Article Twelve of this Declaration. The board of directors may, in its sole discretion, reduce the regular fees or charges assessed against the Owner of a Lot until a Residential Unit is constructed on such Lot. Assessments may also be paid by, for and on behalf of Owners by their mortgagees under such terms and agreements as the Association may from time to time deem appropriate by action of its board of directors.

8. Declarant's Payments during Sale and Development Period. Notwithstanding anything in this Declaration to the contrary, following the commencement of assessments and during the development and sale period (which shall mean the period up to the time that Class B membership is cancelled and surrendered). Declarant, even though a member of the Association, shall not be responsible for the payment of regular fees or charges except for any Residential Unit which it actually uses for purposes other than display for sale. However, Declarant shall be required to pay a proportionate share of the Association insurance cost and maintenance expenses actually incurred based upon the total number of Lots owned by Declarant at the time the expense is incurred. In no

event shall Declarant be responsible for the payment of any assessments for capital improvements during the development and sale period.

9. Duties of the Board of Directors with Respect to Fees or Charges.

(a) At least thirty (30) days prior to December 31, 1988, and at least thirty (30) days prior to of each December 31 thereafter, the board of directors shall, by resolution, determine the amount of the regular fee or charge pursuant to Article Five, paragraph 3. Written notice of such regular fee or charge shall be given to each Owner. Failure of the Association to give written notice of any regular fee or charge prior to December 31 of any year shall not invalidate any such fee or charge levied thereafter, nor shall failure to levy any regular fee or charge for any one year affect the right of the Association's board of directors to do so for any subsequent year.

Any Owner who becomes subject to fee or charge subsequent to December 31 of any year by the recording of or an Affidavit of Equitable Interest for a Lot shall commence payment of such fee or charge on a pro rata basis commencing on the date such deed or affidavit is recorded.

(b) The board of directors shall upon demand at any time furnish to any Owner liable for fees or charges hereunder a certificate in writing signed by the president or secretary of the Association setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the board of directors for the issuance of such certificate. Such certificate may be recorded in the office of the Register of Deeds for Douglas County, Kansas, and upon recording shall constitute conclusive evidence of payment of any fee or charge for the period stated in the certificate.

(c) The Association, acting by its board of directors, shall enforce payment of the fees or charges in accordance with the provisions of paragraph 10 of this Article Five.

10. Effect of Non-payment of Fees or Charges; Personal Obligation of the Owner; Lien; Remedies of Association; Maintenance and Enforcement of Lien by Declarant or Association.

(a) If any fee or charge or any part thereof is not paid on the date when due, the unpaid amount of such fee or charge shall become delinquent and shall thereupon be a continuing lien on the Lot and Residential Unit, if any, of

the non-paying Owner. All such unpaid fees or charges, together with interest and any cost of collection, shall also be the personal obligation of the person who was the Owner of such Lot at the time such fee or charge became due, and shall also bind such Owner's heirs, executors, administrators, successors, and assigns. No Owner may waive or otherwise escape liability for the fees or charges provided herein by non-use of any common areas and facilities owned by the Association, or by abandonment of such Owner's Lot and Residential Unit.

(b) If any fee or charge is not paid within thirty (30) days after becoming delinquent, the same may bear interest at a rate equal to the maximum rate on notes and bonds then allowable in the State of Kansas, or fifteen percent (15%), whichever shall be the lesser, on such fee or charge from the date it was due, together with all expenses, including attorney's fees (if and to the extent allowed by law) incurred by the board of directors in attempting to collect such fee or charge if the board of directors by resolution, elects to assess interest on any such nonpaid fee or charge.

(c) The Association may by resolution elect to commence an action in the District Court of Douglas County, Kansas, against the Owner personally obligated to pay any fee or charge, and the owner of record of any Lot in the event it has been transferred, to enforce payment of delinquent fees or charges and to foreclose the lien against the Lot or the Lot and any Residential Unit thereon. The lien against any Lot shall continue for a period of two (2) years from the date of delinquency and no longer unless a foreclosure action shall have been filed. In the event such action is filed within one year from the date of delinquency, the lien shall continue until termination of the action and until sale of the Lot and any Residential Unit thereon under the execution of judgment establishing the same.

11. Subordination of the Lien to Mortgages; Notice of Nonpayment to Mortgagee. The lien of the fees or charges, regular and special, shall be subordinate and inferior to the lien of any first mortgage now or hereafter placed upon any Lot subject to fees or charges; provided, however, that such subordination shall apply only to the fee or charge which becomes due and payable prior to the sale, whether public or private, of such Lot pursuant to a decree of foreclosure of any such mortgage or a deed in lieu of foreclosure. Such sale or deed in lieu of foreclosure shall not relieve a Lot from liability for the amount of any fees or charges thereafter becoming due, nor from the lien of any subsequent fee or charge. Any holder of a first mortgage on a Lot who acquires title to such Lot pursuant to foreclosure or deed in lieu

of foreclosure shall take title free of any claims for unpaid fees or charges against the Lot which accrued prior to the date title is acquired by such holder.

12. Notice.

(a) 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."

(b) The board of directors, whenever so requested in writing by any mortgagee or contract seller of a Lot, shall promptly, in writing, notify the mortgagee or contract seller of any default in the performance by the individual lot owner or contract purchaser of any obligation under this Declaration and any then unpaid charges or fees assessed against the Lot.

(c) The board of directors, when giving notice to a lot owner of a default in payment of charges or fees, or any other default under the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations of the Association, shall within thirty (30) days following such default send a copy of such notice to the lot owner, including any contract seller, to the holder of a mortgage covering such Lot whose name and address have theretofore been furnished to the board of directors.

13. Exempt Property. The following property subject to this Declaration shall be exempted from the fees, charges, and liens created herein:

(a) All property dedicated to and accepted by any governmental unit or public utility for public use and purposes; and

(b) All Common Areas and Facilities.

ARTICLE SIX

INSURANCE

1. Insurance to be Obtained and Maintained by Association. The board of directors of the Association shall obtain and maintain to the extent reasonably available, at least the following:

(a) Public liability insurance, in such amounts and in such forms as may be considered appropriate by the board of directors, including, but not limited to, legal liability,

hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the Common Area and Facilities, respectively, such policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(b) Workers' compensation insurance to the extent necessary to comply with any applicable law; and

(c) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment, or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; and

(d) Such other policies of insurance, including casualty insurance on the Common Area and Facilities, as the board of directors shall from time to time determine to be necessary or desirable for the Association and the Owners.

Premiums for all insurance obtained and maintained by the Association pursuant to this paragraph 1 shall be common expenses of the Association. All such insurance shall be for the benefit of the Association, the Owners and their mortgagees, but such insurance shall be written in the name of the Association as trustee for such benefitted parties. The board of directors shall attempt to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association's board of directors, its manager, the Owners, and their respective tenants, servants, agents, and guests.

2. Insurance to be Obtained and Maintained by Owners.

(a) The Owner of any Lot on which a Residential Unit has been constructed shall obtain and maintain casualty insurance, insuring all improvements against loss by fire, lightning, windstorm or other casualty and extended coverage in an amount equal to a full replacement value (i.e., one hundred percent (100%) of replacement costs exclusive of land, foundation and excavation), respectively, with an "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive any "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. The Owner of any Lot located in an officially established flood hazard area, and

on which a Residential Unit has been constructed, shall also obtain and maintain flood insurance covering flood damage to such Residential Unit. All premiums for such insurance shall be paid by each Owner. All such insurance policies shall be in a form acceptable to the board of directors of the Association. Each Owner agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged Residential Unit in a manner consistent with the original construction. In the event the structure is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Architectural Control Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing a structure on a Lot, and the standard for returning the Lot to its natural state in the event the Owner determines not to rebuild or to reconstruct.

(b) All insurance policies shall, to the extent available, be subject to the following provisions:

(i) All policies shall be written with a company or companies licensed to do business in the State of Kansas holding a rating of A8 or better in Best's Insurance Guide, or some other equivalent insurance guide reference directory.

(ii) All policies shall provide that such policies may not be cancelled or substantially modified, including cancellation for nonpayment of premium, without at least thirty (30) days prior written notice to the Owner and any first mortgagee.

(iii) All policies shall contain a waiver of subrogation by the insurer as to claims against the Association, the board of directors, the Owner of any Lot and/or their respective agents, employees and tenants.

ARTICLE SEVEN

MANAGEMENT, MAINTENANCE, AND REPAIRS

1. Manager or Managing Agent. 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 subpara-

graphs l(a), (b) , (c) , (d) , (e) , and (f) of Article Thirteen of this Declaration. 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 or management company.

2. Maintenance, Repair, Alteration and Improvements

(a) By the Association: From the proceeds of fees and charges received pursuant to Article Five of this Declaration, the Association shall provide routine repair and maintenance of all Common Areas, including, without limitation, the Park and Lake, street lights, entrances to Oakwood Estates, and all trees, shrubs and grass within the Common Areas.

(b) By Individual Owners: The responsibility of each Owner shall be as follows: To maintain his Lot and Residential Unit and all structures, parking areas, and other improvements located thereon in the manner consistent with the Oakwood Estates Standard and these Declarations, the Bylaws, and the Rules and Regulations. Each Owner shall be obligated to maintain the lawns and landscaping on his lot, including the regular mowing, irrigating, fertilizing, trimming, and maintenance of lawns and the removal of all debris and unsightly objects therefrom. If an Owner fails to reasonably perform his maintenance responsibilities, the Association may perform such maintenance and assess the Owner for the cost thereof as an additional fee or charge, in addition to the fee or charge to which such Owner's Lot is subject. Such cost shall be paid by or on behalf of such Owner within thirty (30) days after written demand therefor from the board of directors of the Association, and shall be enforceable and secured by a lien as in the case of all other fees or charges. If, however, such maintenance shall not be required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to rectify the improper maintenance of his Lot and Residential Unit prior to the Association's entry thereon to perform such maintenance.

ARTICLE EIGHT

NEW CONSTRUCTION, IMPROVEMENTS, AND ALTERATIONS

1. Architectural Control Committee. There is hereby established an Architectural Control Committee, which shall

consist of three (3) persons to be appointed by Declarant. Following the cancellation and surrender of all Class B memberships, the board of directors may appoint the Architectural Control Committee, but so long as any of the Declarants shall be an Owner of any Lot, Declarant may appoint a majority of the members of the Architectural Control Committee. Declarant may surrender the right to appoint members of the Architectural Control Committee by a written instrument in recordable form and executed by Declarant. Following the termination of Declarant's right to appoint the members of the Architectural Control Committee, the board of directors shall constitute the committee if it fails to appoint an Architectural Control Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation or to make and finding, determination, ruling, or order, or to issue any permit, consent, authorization, approval for the like pursuant to the authority contained in this Declaration.

2. Enforcement. The board of directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Control Committee established in this Article. This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration, or so long as more than five (5) Lots shall not have been improved by the construction of a Residential Unit thereon.

3. New Construction. No Residential Unit or any other building, or construction of any kind, shall be erected, placed, or performed on any Lot until construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, location on the lot, finished grade elevation, front and side yard planting, landscaping and sprinkling plan. The term "construction," as used in this Article, shall include within its definition staking, clearing, excavating, and other similar site work. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans and specifications to be submitted to it, and may waive any submission requirement called for by this Article.

4. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Residential Unit or the grade or topography of his Lot without the prior written consent of the Architectural Control Committee. No permission or approval shall be required to repaint

in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Residential Unit or to paint the interior of his Residential Unit any color he desires.

5. Approval or Disapproval of Plans. The Architectural Control Committee shall have ten (10) days following submission in writing by the Owner of required plans, specifications, and other information, in which to approve or disapprove such plans and specifications, or to request additional information reasonably required by the Architectural Control Committee. If the Architectural Control Committee shall fail to approve or disapprove such plans, or to request additional information within such ten (10) day period, the plans shall be deemed to be approved and the requirements of this Article shall be deemed to have been fully complied with. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Association and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same.

6. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially complete within twelve (12) months following the date of commencement or within such longer period as the Committee shall specify in its approval. In the event construction is not commenced within such period, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

7. Certification of Compliance. Upon the completion of the construction or alteration of any Residential Unit, or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee, the Committee shall, at the request of the Owner, issue a certificate of

compliance which shall be prima facie evidence that the Residential Unit, building, or other improvements or structures referred to in the certificate have been approved by the Committee and constructed or installed in full compliance with the provisions of this article, and with such other provisions and requirements of this Declaration as may be applicable.

8. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Declaration. The decisions of the Architectural Control Committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the board of directors of the Association, and, upon the written request of such Owner, shall be entitled to a hearing before the board of directors. The vote of a majority of the board of directors shall be required to reverse or otherwise modify any decision of the Architectural Control Committee, but in no event, however, shall the vote of the Architectural Control Committee be reversed by the Board of Directors if Declarant is the Owner of any Lot or Lots.

9. Right to Remove or Correct Violations. In the event any Residential Unit, building, or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this article, then the same shall be considered to have been undertaken in violation of this article and without the required approval of the Architectural Control Committee, and, upon written notice from the board of directors or the Architectural Control Committee, such Residential Unit, building, or other structure or improvements shall be promptly removed. In the event it is not removed, or the violation is not otherwise terminated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees (but only after a resolution of the board of directors or the Architectural Control Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation. The costs (including legal and court costs) incurred by the Association to enforce the provisions hereof may be assessed against the Lot upon which such violation occurred. When the costs are so assessed, a statement

of such costs shall be delivered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitation) as provided in Article Five, paragraph 8 of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this article, or any other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE NINE

EASEMENTS

In addition to easements hereinbefore or hereinafter specifically created or reserved, the following easements are hereby created or reserved:

1. Easement to Association to Perform its Duties. An easement is hereby created in favor of the Association, permitting it to enter into or upon any Lot or Residential Unit for the purpose of performing its powers and duties as described herein and in the articles of incorporation and bylaws. The right established in this paragraph shall be exercised in a reasonable manner. Public utilities furnishing services for common use, such as water, electricity, gas, sewage, telephone, and cable television to the Residential Units shall have access to the common areas and facilities, the Lots and the Residential Units, as may be necessary for the installation, repair, or maintenance of such services.

2. Easement for Utilities. For the purpose of supplying utilities and various services to the Residential Units and common area. Declarant shall have and does hereby reserve easements to locate, construct, maintain, and use, or authorize the location, construction, maintenance and use of such portions of the Real Estate as Declarant may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and lines, community television antenna lines, fire warning and security systems and other utility lines and conduits for any and all purposes.

3. Easement to Correct Drainage. Until July 1, 1993, Declarant reserves an easement and right on, over, and under the properties, for the purpose of maintaining and correcting drainage of surface water in order to avoid erosion and to ensure reason-

able standards of health, safety, and appearance. Such easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary for such purposes, following which Declarant shall restore the affected property to its original condition to the extent reasonably practicable. Declarant shall give reasonable notice of its intent to take any such action provided under of this paragraph to all affected Owners, unless in the sole discretion of Declarant an emergency exists which must be remedied before such notice could reasonably be given.

4. Easements Run with the Land. All easements and rights herein established in this Declaration shall run with the land, and unless in gross, shall inure to the benefit of and be binding upon the Owners of all Lots located within the Real Estate, and their successors, heirs, and assigns, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE TEN

USE RESTRICTIONS

1. Use of Land as Single Family Residence. Each Residential Unit shall be constructed upon an individual Lot evidenced by a warranty deed to be recorded in the office of the Register of Deeds for Douglas County, Kansas. Each Lot conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions, and provisions of this Declaration.

2. Use of Common Areas and Facilities. The Common Areas and Facilities shall be used only for the purposes for which they are reasonably suited and only for such purposes which are incidental to the use and occupancy of the Residential Units.

3. Residential Units. The Residential Units are to be used only for providing living accommodations for the Owners, and for related uses and enjoyment. No Lot or Residential Unit shall be used for any commercial purpose.

4. Occupancy Restrictions. The number of persons unrelated by blood or marriage who shall be permitted to occupy a Residential Unit may be restricted by the vote of 80% of the Class A members and all of the Class B members at an annual or special meeting of such members.

5. Leasing. No Residential Unit shall be rented for transient purposes, or, without the prior written approval of the board of directors, to more than two (2) persons who are not related by blood or marriage. No leased Residential Unit shall be

occupied by more than three (3) persons who are not related by blood or marriage. No Residential Unit Owner shall be entitled to rent his Residential Unit if he is delinquent in the payment of any assessment required by this Declaration. All leases or rental agreements shall contain a provision to the effect that the rights of the tenant to use and occupy the Residential Unit shall be subject and subordinate in all respects to the provisions of this Declaration, the Bylaws, and to the Rules and Regulations of the Association. The provisions of this paragraph 5 shall not apply to any institutional mortgagee of any Residential Unit who obtains possession of a Residential Unit as a result of any remedies provided by law or in the mortgage, as a result of a foreclosure sale or other judicial sale, or as a result of any proceedings, arrangement, or deed in lieu of foreclosure.

ARTICLE ELEVEN

GENERAL RESTRICTIONS

1. Lot Frontage. All Lots, except Lots 4, 5, and 29 shall front on either Oakwood Circle or Oakwood Court. The Architectural Control Committee may, however, in its sole discretion, permit a different frontage in order to avoid unnecessary hardship or to comply with Oakwood Estates Area Standards.

2. Lot Setback. The Residential Unit built on each Lot shall have the following setbacks:

(a) A front yard setback of no less than seventy-five (75) feet and no more than one hundred (100) feet from the public street or road right-of-way on which such Lot fronts.

(b) A side yard setback of at least forty (40) feet from the property lines of the Lot on which such Residential Unit shall be built.

The Architectural Control Committee may, however, in its sole discretion, reasonably increase or decrease the front, side and rear yard setbacks in order to avoid unnecessary hardship or to comply with Oakwood Estates Area Standards.

3. Permitted Height of Residential Units. No Residential Unit shall exceed two and one-half (2 ½) stories in height, excluding, however, basements. For purposes of this paragraph 3, the word "story," shall be defined as it is defined in the Zoning Ordinance of the City of Lawrence, Kansas. The Architectural Control Committee may, however, in its sole discretion, allow the maximum height limitation to be increased in order to avoid unnecessary hardship or to comply with Oakwood Estates Area Standards.

4. Dwelling Size. The ground floor of the main structure of any one story Residential Unit, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet. The total square feet area for any Residential Unit containing more than one story shall not be less than 2,200 square feet, excluding open porches and garages. Each Residential Unit shall include a garage for parking at least two (2) cars, which shall be enclosed and attached to the Residential Dwelling to which it is appurtenant.

5. Construction Requirements. Exterior walls of all Residential Units, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, glass, glass blocks, any combination thereof, or any other materials approved by the Architectural Control Committee. Windows, doors, and louvers shall be of wood or metal and glass provided, however, that no exterior front of a Residential Unit shall contain less than twenty-five percent (25%) brick or stone. Roofs with a pitch of less than six (6) inches per foot shall be prohibited. Maximum roof pitch shall be eighteen (18) inches per foot. All exterior walls and roofs shall be as specified in this paragraph 5 unless approval is otherwise granted by the Architectural Control Committee. All driveways shall be hard surfaced with either concrete, asphalt, or chip and seal. No Residential Unit or appurtenant structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months, and for each month thereafter that the exterior of a Residential Unit shall stand in an unfinished condition, a fine of \$50.00 per day shall be assessed against the Owner as a special charge for which the Association shall have all enforcement, collection, and lien rights it has with respect to other charges and fees under this Declaration.

6. Temporary Structures and Outbuildings. No structure of a temporary character or other outbuilding shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No outbuilding or other detached structure appurtenant to a Residential Unit shall be erected on any Lot without the written approval of the Architectural Control Committee.

7. Signs. No sign of any kind shall be displayed to the public view on any Lot, except as follows: (a) one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; and (b) no more than two (2) signs placed on Lots owned by Declarant on Tract A, but only during the time Declarant shall own a Lot or Lots, describing Oakwood Estates and providing information pertaining to the sale of the Lots by Declarant. No professional or commercial signs of any type or form shall be allowed. Except as specifically permitted in this paragraph 7, no signs, advertisements, bill-

boards, or advertising structures of any kind may be erected or maintained on any said Lots without the written approval of the Architectural Control Committee.

8. Oil and Mining Operation and Oil Tanks. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for storage of fuel may be maintained above the surface of the ground on any said Lots without the written approval of the Architectural Control Committee.

9. Livestock, Poultry, and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes, except that the Architectural Control Committee may permit reasonable exceptions to this restriction with respect to Lot 29. Only dogs, cats, and other household pets may be kept on a Lot, other than Lot 29 as provided in this paragraph 9, so long as they are not kept, bred, or maintained for commercial purposes.

10. Sight Distance at Intersections. No wall, hedge, or shrub, planting, or other flora which obstructs or may obstruct line of sight vision at elevations between two and six feet above any street adjoining a Lot shall be placed or permitted to remain on any corner Lot within the triangular area formed by the streets and a line of the Lot connecting them at points twenty-five (25) feet from the intersection of the streets. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such line of sight vision.

11. Overhead Wires Prohibited. No power or telephone service connection lines may be erected or maintained above the surface of the ground on any of the Lots without the written approval of the Architectural Control Committee. Overhead wires may, however, be permitted within the easements as shown on the Plat for the purpose of delivering public utilities to the Lots.

12. Pergolas Prohibited. No pergola, or any detached structure intended primarily for ornamental purposes, may be erected on any part of a Lot without the written approval of the Architectural Control Committee.

13. Antennas and Clotheslines. No external television or radio antenna or any satellite dish or receiver shall be erected on or about any Lot or Residential Unit except with the written approval of the Architectural Control Committee. No clotheslines,

clothes' racks, or clothes' hangers shall be constructed or used unless completely concealed within enclosed areas of a Lot or Residential Unit.

14. Parking in Streets. No part of the Real Estate, including driveways, parking areas on a Lot, and the Private Street shall be used for the parking of trailers, mobile homes, boats, boat trailers, equipment, machinery, or trucks, other than pick-up trucks, except that recreational vehicles may be parked in the driveway of a Residential Unit for temporary periods not exceeding fourteen (14) days for the accommodation of an owner's guests and while preparing such vehicles for use by an owner or his family. Vehicles shall be parked only in garages or driveways. Kollmorgen Drive, Sommer Drive, Oakwood Circle, and Oakwood Court shall not be used by Owners or their guests, tenants, or invitees, for the overnight parking of vehicles.

15. No Noxious or Offensive Activities Permitted. No noxious or offensive activity shall be carried on within the Real Estate, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance or nuisance to the Owners. Each Owner shall refrain from making or permitting any disturbing noise by himself, his family, servants, employees, agents, visitors, licensees, lessees, and pets, and to refrain from permitting anything by such persons or pets that will interfere with the rights, comfort, or convenience of the other Owners. All trash or refuse shall be stored by each Owner within his Residential Unit or appurtenant garage. All trash and refuse shall be placed in closed containers or plastic bags, securely covered or tied, and delivered at such times, and to such locations, as may be determined by the Architectural Control Committee, for trash pickup by a private trash collection service or, if available, by a public trash collection service. In no event, however, shall trash or other debris be burned on any Lot.

16. Fences and Enclosures. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed, or maintained on any Lot except such fences or enclosures as may be authorized by the Architectural Control Committee. In no event, however, shall chain link fences be permitted.

17. Drainage. Each Owner shall refrain from interference with the established drainage pattern over his Lot or from adjoining or other Lots, and shall make adequate provision for proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered.

18. Storage. No storage of any type shall be allowed at any time on a Lot except within the private enclosed Residential Unit

or appurtenant garage, and any such storage shall not be stored in such manner as to be exposed to public view. An Owner may, however, store fireplace wood in the rear yard of a Residential Unit even though exposed to public view. Storage within a garage shall not be so great as to cause an Owner to not use his garage for the purpose of parking his car(s). No boat, camper, trailer, truck, mobile home, or self-propelled recreational vehicle of any type whatsoever may be parked, stored, or otherwise located at any location within the Real Estate except for a period of time reasonably necessary for loading or unloading of personal property into or from the same by an Owner.

19. Repairs of Vehicles on Real Estate. No major repair, rebuilding or maintenance of any vehicle shall be permitted except within the private enclosed garage, if any, of an Owner. No major repair, rebuilding or maintenance of any vehicle shall be permitted in open parking areas. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers and boats.

20. Further Subdivisions of Lots. No Lot shall be further subdivided or split in any way, and only one Residential Unit shall be permitted on a Lot. The provisions of this paragraph 20 shall not, however, pertain to Lot 29, Oakwood Estates Subdivision.

21. Limitation of Restrictions. The foregoing restrictions shall not apply to the activities of the Association or the activities of the Declarant, its agents and employees. The Declarant may, while constructing and selling Residential Units in or upon such portions of the real estate as Declarant may determine, maintain such facilities as in its sole discretion may be necessary or convenient, including but without limitation, offices, storage areas, model units and signs.

ARTICLE TWELVE

CHANGE OF MEMBERSHIP IN ASSOCIATION

Change of membership in the Association shall be established by recording a deed or other instrument in the Office of the Register of Deeds of Douglas County, Kansas, establishing a record title to a Lot and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior Owner shall thereby be terminated. In the event a Lot shall be sold pursuant to a contract by the terms of which the record title to the Lot shall not pass until full payment of the purchase price has been made by the contract purchaser, an Affidavit of Equitable Interest setting forth the name of the contract purchaser and a description of the Lot sold shall be made by both

the contract seller and the contract purchaser, and recorded in the Office of the Register of Deeds of Douglas County, Kansas. A copy of such Affidavit of Equitable Interest shall be provided to the Association, together with the address of the contract seller to which notices required by this Declaration or the Bylaws shall be mailed. The contract purchaser as named in such Affidavit of Equitable Interest shall thereupon be considered the Owner of the Lot described therein for all purposes of this Declaration, the Bylaws, and Rules and Regulations of the Association, and, by entering into such purchase contract, agrees to assume all obligations imposed upon the Owner of such Lot as are imposed by this Declaration, the Bylaws, and Rules and Regulations of the Association. In no event, however, shall the contract seller be released from any obligation as the Owner of the Lot described in such Affidavit until a deed conveying fee simple title to the Lot to the contract purchaser shall have been recorded in the office of the Register of Deeds of Douglas County, Kansas, and a copy of such deed delivered to the Association. In lieu of recording a deed with the Register of Deeds, a final order entered by a court of competent jurisdiction transferring ownership of a Lot shall transfer such title, provided a certified copy of such final order is delivered to the Association.

ARTICLE THIRTEEN

ASSOCIATION

1. Duties. The Association shall have the following duties:

(a) 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, walkways, drainage, and lighting facilities.

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

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

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

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

2. Powers. The Association shall have the following powers:

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

(b) To collect and pay as common expenses real estate taxes levied against the Common Area.

(c) 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 this 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 county ordinances or permit the County of Douglas to enforce ordinances on the Real Estate for the benefit of the Association and the Owners.

(d) 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.

3. Implementation of Powers and Duties. The Association shall carry out its duties and exercise its powers pursuant to the following provisions:

(a) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the properties, the Association shall not be liable to any Owner, his family, invitees, guests, or tenants, for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

(b) Restraint Upon Assignment of Shares in Assets. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot.

(c) Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote

of such Owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

(d) Voting Rights. Members of the Association shall be entitled to voting rights as set forth in Article Three of this Declaration.

(e) Books of Receipts and Expenditures. The board of directors shall keep detailed accurate records, in chronological order, of receipts and expenditures affecting the Common Areas and Facilities and the operations under this Declaration, and such record shall specify and itemize the maintenance and repair expenses or the Association and any other expenses incurred. Such records and any vouchers authorizing payments shall be available for examination by Owners at convenient weekday hours.

(f) Legal Action. The Association shall have the right and authority, but not the obligation, for and on behalf of the Owners to initiate or defend any legal action or claim arising out of their ownership of Lots or Residential Units, and to negotiate any settlement thereof as a special assessment that may be levied upon the Owner or Owners against whom such legal action or claim shall have been asserted.

(g) Borrow Money. The board of directors shall have the right to borrow money to meet requirements from time to time for working capital, common expenses, and emergencies; however, no single loan shall exceed \$5,000.00, loans at any time outstanding shall not exceed \$20,000.00 in the aggregate, and no loan shall be entered into having a maturity date in excess of five (5) years. Any loan or loans in excess of such limits or for a longer maturity shall be made only with the affirmative vote in person or by proxy of at least seventy-five percent (75%) of the Class A members and all of the Class B members at an annual or special meeting of the members.

ARTICLE FOURTEEN

CONDEMNATION

In the event of condemnation or the exercise of the power of eminent domain by which the federal government, the State of Kansas, a political subdivision, or any other corporation, agency or authority having the power of condemnation or eminent domain seeks to acquire any of the Common Areas or Facilities, such condemning authority may conduct negotiations with the board of

directors of the Association and the board of directors may execute and deliver the appropriate conveyance in return for the agreed consideration. The board of directors shall allocate such consideration, whether received through negotiation or condemnation, to the repair, replacement, or restoration of common areas and facilities, and any amount then remaining may be used to discharge the Association's obligations imposed by this Declaration.

ARTICLE FIFTEEN

LOTS AND RESIDENTIAL UNITS SUBJECT TO DECLARATION, BYLAWS, AND RULES AND REGULATIONS

All present and future owners of Lots and tenants and occupants of the Residential Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws of the Association, and Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of deed or conveyance or the entering into a lease, a contract to purchase, or occupancy of any Lot or Residential Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot and Residential Unit situated thereon, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. An Owner shall automatically be a member of the Association, and shall remain a member of the Association unit until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Failure of an Owner to comply with this Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to time, shall entitle the Association or other Owners to the following relief, in addition to the remedies that may be provided by law:

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the further right by three-fourth's vote of its entire Board of Directors to levy fines up to and including

One Thousand Dollars (\$1,000.00), against any Owner who has breached or threatens to breach any of the provisions of this Declaration, the Bylaws of the Association, or the Rules and Regulations of the Association, and to charge such fines as an additional assessment against such Owner in accordance with Article Five.

2. Negligence. An Owner shall be liable for the expense of any maintenance, repair, or replacement to or of the Common Areas and Facilities or any Lot or Residential Unit, including his own, rendered necessary by his act, neglect or carelessness, or by that of any member of his household, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association.

3. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, the Bylaws, or the Rules and Regulations of the Association, as they may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

4. Abatement and Enjoinment of Violations by Residential Unit Owners. The violation of any of the Rules and Regulations adopted by the board of directors, or the breach of any Bylaw, or the breach of any provision of this Declaration, shall give the board of directors the right, in addition to any other rights set forth herein: (a) to enter on or in the Lot or Residential Unit on or in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event any action is brought against an Owner claiming, asserting, or enforcing a lien against the Owner's Lot or Residential Unit, the Owner shall give prompt written notice thereof to the board of directors.

5. Remedies Cumulative. All rights, remedies and privileges granted to the Association or the Owners, or any Owner, pursuant to the terms, provisions, covenants, or conditions of this Declaration, the Bylaws or the Rules and Regulations of the Association, shall be deemed to be cumula-

tive, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE SIXTEEN

GENERAL PROVISIONS

1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the real estate subject to this Declaration, and shall inure to the benefit of and be enforceable by Oakwood Estates Homeowner's Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to abolish these covenants, conditions, and restrictions, or to change them in whole or in part; provided, further, that no such agreement to change shall be applicable to existing buildings on the properties; and provided, further, that no such change shall be effective on less than thirty (30) days' prior written notice to all Owners.

2. Amendments. This Declaration may be amended only by the Declarant, or the Declarant and the Board of Directors, until Class B membership shall be terminated pursuant to paragraph 2 of Article Three. This Declaration may thereafter be amended in the following manner:

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by any four (4) members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, any amendment of this Declaration shall require the approval of eighty percent (80%) of the Owners.

3. Partition. Except as is permitted in this Declaration, there shall be no physical partition of the Common Area and

Facilities of any part thereof. This paragraph shall not be construed, however, to prohibit the board of directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

4. Severability. The invalidity in whole or in part of covenants or restrictions, or any paragraph, subparagraph, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of the remaining portions thereof.

5. Notices. Unless otherwise provided in this Declaration, all notices or other communications under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent by United States mail:

(a) if to an Owner, at the address which the Owner has designated in writing and filed with the Association or, if no such address has been designated, at the address of the Residential Unit of such Owner; or

(b) if to the Association, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this paragraph.

6. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, modify, or supplement this Declaration or the intent of any provision thereof.

7. Construction. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of _____, 1988.

DIVERSIFIED CONCEPTS, INC.

By: _____

J. E. Santaularia, President

By: _____

Mark S. Ledom, Vice President

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 1988, before me, the undersigned, a notary public in and for the county and state aforesaid, came J. E. Santaularia, President, and Mark S. Ledom, Vice President, of Diversified Concepts, Inc., a Kansas corporation, who are personally known to be to be the same persons who executed, as such officers, the foregoing Declaration 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.

Notary Public
My Appointment Expires:_____

oakwood estates declaration - AGMT53

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