

STATE OF KANSAS) SS
SEDGWICK COUNTY)

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BILL MEEK
REGISTER OF DEEDS

DECLARATION

OF

MICROFILMED
OF RECORD

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

EAGLES LANDING AT NORTH OLIVER ADDITION



Dea Stumbitz

Deputy

After Recording Return To
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6/1/00

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
EAGLES LANDING AT NORTH OLIVER ADDITION**

THIS DECLARATION, made as of the 13th day of November, 2001, by Leewood Homes, Inc., a Kansas corporation ("Declarant").

RECITALS:

A. Declarant is the owner of certain real property in Sedgwick County, Kansas, legally described as: Eagles Landing at North Oliver Addition to Wichita, Sedgwick County, Kansas ("Eagles Landing" or the "Addition").

B. In order to insure the proper development thereof and adequate maintenance and government of the common areas and the rights of property owners and residents therein, it is necessary to establish binding covenants, conditions and restrictions applicable to said property hereafter described.

C. It is the purpose and intention of this Declaration that all of Eagles Landing at North Oliver Addition, except for Blocks E and F thereof and as otherwise may be provided herein, shall be held and/or conveyed subject to the provisions of this Declaration.

D. There shall be established the Eagles Landing Owners' Association (the "Eagles Landing Association"), consisting of the owners of the lots included within the Addition, excluding the owners of the Lots included in Blocks E and F, the principal purpose of which will be to enforce the provisions of this Declaration.

E. Declarant may, but shall not be required, to convey additional real property to the Eagles Landing Association.

NOW, THEREFORE, Declarant hereby declares that Eagles Landing (except for Blocks E and F thereof, which are hereby excluded) shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be

binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Association Memberships and Voting Rights

Section 1.01. Formation of Association. The Eagles Landing Owners' Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Association shall be mandatory for each owner of a Lot, as hereinafter defined. Each such owner is hereinafter referred to as an "Owner".

Section 1.03. Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot, but not including any Owners who have sold their interest under an executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the Member. When more than one person holds an interest in any Lot, all such persons shall be Members.

Section 1.04. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat covering the Addition, except for the lots in Blocks E and F thereof; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots that are combined into a single home site shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for assessments hereunder.

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot for any matter subjected to a vote of the membership of the Association. When more than one person holds an interest in any Lot, the votes for a Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to nine (9) votes in the Association for each Lot of which it is the Owner.

Section 1.06. Initial Operation. Notwithstanding the provisions of Section 1.05, the initial operation of the Association, and the appointment of members of the Design Committee pursuant to Section 5.08 hereof, shall be by Declarant until such time as Declarant turns over the operation thereof to the Association.

Section 1.07. Board of Directors. All actions of the Association shall be determined by its Board of Directors (the "Board"), except when a vote of the Members is specifically required by this Declaration, the Articles of Incorporation or the Bylaws before any action may be taken.

ARTICLE 2

Property Rights

Section 2.01. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common area described hereafter (the "Common Area"), and Declarant hereby covenants for itself, its successors and assigns, that it has or will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except for the lien of any then current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Declaration. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by Members of the Association. Said easement shall not be personal but shall be appurtenant to the Lots, whether or not specifically set forth in deeds to the Lots.

Section 2.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members of the Association and all residents of the Addition and upon the owners of Lots in Phase 2 of Woodland Lakes Estates who are hereby granted an easement of enjoyment in the Common Area.

Section 2.03. Description of Common Area. The Common Area in the Addition conveyed or to be conveyed to the Association and the use thereof is as provided in the recorded plats of the Addition, and is generally described as follows:

Reserves A and D Entry monuments, landscaping, open space, streets and utilities.

Reserves B, C and E Lakes, drainage purposes, landscaping, sidewalks, open space, berms and utilities as confined to easements.

The Common Area may be used for recreation or other uses for the benefit of the Members as may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association only. All Members in good standing, their families, and guests

accompanying said Members, shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude Members, their families, and their guests if the Members owning the Lot in which they reside are in default in the payment of assessments to the Association or in the performance of any other obligation required by this Declaration. The Association shall have the right to suspend the rights of any Member in connection with such Members' use of the Common Area for any period during which any assessment remains unpaid and for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations.

There is hereby created an easement for access to the Common Area and for purposes of repair and maintenance thereof by the Association, which easement shall apply to those portions of Reserves B, C and E, if any, that may be conveyed as appurtenant to separate Lots. Such easement shall not be construed to grant any Member of the Association a right of access over or across any Lot for the use or enjoyment of Reserves B, C or E.

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant, and the Association as its successor, reserve the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. Declarant, and the Association as its successor, shall have the further right during the development of the Addition to alter and reconfigure the Common Area to accommodate developmental concerns as they may arise from time to time, including, but not limited to, granting further easements burdening the Common Area, including, without limitation, dedicating portions thereof for public rights of way and/or streets, granting easements for ingress and egress over and across the Common Area, and adding or deleting land area to the Common Area or any parcel thereof. This reconfiguration authority shall include, without limitation, the right of Declarant, so long as it exercises the authority of the Association pursuant hereto, and thereafter the Association, to convey portions of any platted reserve in the Addition to an Owner in order to avoid the existence strips or gores or other portions of reserves that, as a result of development, are more appropriately part of a platted Lot, it being intended hereby to permit Declarant, and the Association as its successor, to conform Lots and reserves in a harmonious way to avoid unnecessary difficulties in maintenance and irregularly shaped property lines. If any such conveyance occurs, the portion of the reserve conveyed shall become appurtenant to and a part of the Lot and thereafter subject to these covenants as such. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

ARTICLE 3

Assessments

Section 3.01. Assessments. All of the Lots shall be subject to an annual assessment charge (determined as described in Section 3.02) to be paid by the respective Owners thereof to the Association annually in advance on the first day of January in each year. The Board may permit the annual assessment charge to be paid annually, semiannually, or quarterly. Every Lot that is sold or transferred for the first time by Declarant to a non-affiliate third party (not including a transfer by Declarant to a builder) shall be subject to a separate "Initial Assessment," in an amount determined from time to time at the discretion of the Declarant (initially set at \$100 per Lot) and payable to the Declarant or the Association, as the case may be, by the non-affiliate third party upon the closing of such initial sale or transfer by Declarant. The Initial Assessment shall be made against a Lot only once. If Declarant sells or transfers a Lot to an affiliated third party, defined as a person or entity controlled by or under common control with Declarant, the Initial Assessment shall be payable to the Declarant or the Association, as the case may be, upon the sale or transfer of the Lot by such affiliate of Declarant to a non-affiliated third party. For purposes of this Section 3.01, the phrase "non-affiliated third party" means any person or entity, excluding any builder, that is not controlled by or under common control with Declarant. Notwithstanding the foregoing, Declarant shall not be obligated to pay any assessment for any Lot owned by Declarant until such time as a home has been erected thereon and is ready for occupancy. The obligation of any other Owner to pay assessments, as provided above, shall commence upon the purchase of the Lot and is not dependent upon there being improvements erected thereon. Suspension of the right to use the Common Area or voluntary non-use thereof, shall not relieve any Owner of the obligation to pay assessments to the Association. Neither shall any Owner have any right to withhold payment of assessments by virtue of the non-payment thereof by any other Owner or the violation of these covenants, conditions, and restrictions or any rule or regulation promulgated by the Association, by any other Owner.

Section 3.02. Determination of Assessments. Each year the Board shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. Lots in the Addition shall be assessed in equal amounts. The Board may, in its discretion, set aside a portion of assessments collected from the owners of Lots in the Eagles Landing at North Oliver Addition to contribute to the cost of upkeep of amenities located in another development if the Owners of Lots in Eagles Landing at North Oliver Addition are permitted to use or benefit from amenities located in such other development. The Board of the Association is also authorized, in its discretion, to enter into agreements with other Associations or owners of property adjacent to the Addition that give such other parties the right to enjoy amenities in the Addition in exchange for contributions from such other Association or property owners to cover some of the costs of keeping and maintaining amenities in Eagles Landing at North Oliver Addition.

Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the

Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

Notwithstanding the foregoing, no additional assessment levied in the event of an insufficiency or emergency may exceed fifteen percent (15%) of the annual assessment due and payable on January first of the year in which the additional assessment is levied unless an Association meeting is held in which a majority of the votes (determined in accordance with Section 1.05 hereof) of the Members attending the meeting are cast in favor of the additional assessment in excess of fifteen percent (15%).

Section 3.03. Use of Funds and Duties. The assessment fund shall be used for such of the following purposes as the Board of the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of Association and real property adjoining the Addition that is owned by third parties, as described in Section 3.02 (including, without limitation, any landscaping or similar easements or other interests in real property located in or adjacent to the Addition); for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area or any such easement, or on any real property, adjoining the Addition that is owned by third parties as described in Section 3.02, including any swimming pool; for collecting and disposing of garbage and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association; for purchase of insurance; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of said association; for doing any other thing necessary or advisable for the general welfare of the Members; or for any other purpose within the purpose for which the Association is incorporated.

Declarant may install a perimeter wall, and landscaping and sprinkler systems in the Common Area as Declarant may in its sole discretion determine. If such wall, landscaping, or sprinkler systems are installed by Declarant, the future maintenance, repair and replacement thereof and all monuments and logos in the Common Area shall be the responsibility of the Association.

The Association shall be obligated to expend such portion of the assessment fund as shall be necessary to maintain the Common Area and any such landscaping or other easement in a first class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Association.

The Association shall enforce, either in its own name or in the name of any Owner, all of the covenants, conditions and restrictions imposed hereby as the same may be modified from time to time and shall perform all duties and obligations of the Association as are otherwise provided for herein.

Section 3.04. Interest on Delinquent Assessments. All assessment charges that remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of one and one-half percent (1½ %) per month or at such other rate as may be established from time to time by the Board of the Association.

Section 3.05. Lien for Delinquent Assessments. The assessment charges of the Association shall be a lien and encumbrance on the Lot with respect to which said charge is made, as well as the personal obligation of the Lot's Owner. By the acceptance of title to a Lot, the Owner (not including thereby any mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay the Association all such charges that were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during such Owner's ownership thereof. A certificate in writing issued by the Association or its agents setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which certificate shall be binding upon said parties.

Section 3.06. Subordination of Assessment Lien. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment liens. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.07. Right of Association to Enforce Payment of Assessments. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, that may be necessary or advisable for the collection of such charge or charges, and the Association shall have the right to sue for and collect a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Section 3.08. Maximum Annual Assessment.

a. The maximum annual assessment for the Association may be increased for any subsequent year to an amount which is no more than fifteen percent (15%) above the maximum permitted annual assessment for the previous year without a vote of the Members.

b. The annual assessment for the Association for any year may be increased to an amount greater than that permitted by Subsection "a" of this Section only by an affirmative vote of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

c. The Board of the Association may fix the annual assessment at an amount not in excess of the maximum amount set forth in this Section without a Member vote.

Section 3.9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

ARTICLE 4

Covenants for Maintenance

Each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner's obligation hereunder shall commence upon acquisition of such Owner's Lot and shall include, but not be limited to, the mowing and cutting of all grass and weeds thereon regardless of whether such Lot may be improved.

If in the opinion of the Design Committee, as hereinafter defined, any Owner fails to perform such duties, the Association, upon approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (the "Maintenance Charge") shall be a binding personal obligation of such Owner that may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property as last known to the Association, and (c) the amount of the Maintenance Charge that is unpaid. The lien shall be

created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances that may thereafter in any manner arise or be imposed upon the Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE 5

Architectural Control

Section 5.01. Approval Required. No building, fence, wall, structure, projection from a structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Design Committee (the "DC"), its agents, assignees, or successors, as to (a) harmony of external design and location in relation to and effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship. "Structure" shall include any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type. If the DC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Design Committee decision to the Board of the Association, which may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present.

The DC may develop and promulgate policy guidelines for the application of the design review provisions. The policy guidelines may include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the DC and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board of the Association.

The provisions of this Section shall be applicable to Declarant only with respect to Lots which are improved with buildings which are or have been occupied.

Section 5.02. Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the DC, but in any event shall include a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots.

Section 5.03. Retention of Approved Plans and Specifications. Upon approval by the DC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, provided to the DC at the owner's expense, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5.04. Removal and Alteration of Structures; Lien.

a. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DC pursuant to the provisions of this Article, such alteration, structure, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the DC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after notice of such a violation the Owner of the Lot upon which such violation exists has not taken reasonable steps toward the removal or termination of the same, the Association or the DC shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property as last known to the Association, and (iii) the amount of the Removal and Alteration Charges that are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

c. If a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of one and one-half percent (1½ %) per month or such other rate as is established from time to time by the Board of the Association, shall be fully paid, the Association or the DC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges that created the lien that has been satisfied, (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser, encumbrancer, title insurer, or title examiner that the preexisting lien has been fully released.

d. If a Lot or Lots are transferred, sold, or assigned to a bona fide purchaser, and no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit relating to a charge accruing before such transfer, sale or assignment but filed subsequent to such transfer, sale or assignment shall be invalid and unenforceable.

Section 5.05. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the DC, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed; and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the DC exercises any discretionary or interpretive powers.

Section 5.06. Right of Inspection. The Association or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the DC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5.07. No Liability. Neither the DC, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 5.08. Membership of DC. The original members of the DC shall be three persons appointed by Declarant. Upon the death or resignation of any member of the DC, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Association shall have full authority to designate a successor. The act of a majority of the committee shall be binding and the majority of the committee may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this section to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph. Declarant shall relinquish such rights at such time as Declarant must cease to own any Lots in the Addition.

Section 5.09. Initial Policy Guidelines. The following initial policy guidelines have been established and the same may be changed from time to time pursuant to the provisions of Section 5.01 hereof but without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DC to determine then current policy guidelines.

- a. There shall be no rock yards and all yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.
- b. All roofs shall be "weathered wood" composition shingles or an equivalent specifically approved in writing by the Declarant or the DC.
- c. There shall be no underground homes.
- d. The plan and materials utilized for any retaining walls must be previously approved in writing by the DC.
- e. All basketball goals shall be either white or glass. No "home-made" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the DRC.
- f. All recreation and play equipment shall be located in the rear of any lot except for basketball goals.
- g. There shall be no above-ground swimming pools.
- h. No storage sheds shall be permitted except as may be specifically approved by the DC as to design and materials. Any approved out-building shall be constructed of the same material as the home.
- i. All vegetable gardens shall be in the back yards only.

- j. No zoysia or bermuda grass lawn shall be permitted.
- k. Dog runs must be screened from view from neighboring homes with fencing or other appropriate material.
- l. All exterior wood surfaces on homes (exclusive of redwood, cedar or other decking materials approved by DC) must be painted, or stained and sealed.
- m. All fences shall be expressly approved in writing by the DC.
- n. Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a structure that is subject hereto.
- o. Bay or bow windows or daylight windows may exceed setbacks by not more than 3 feet, if allowed by applicable building codes.
- p. Pad elevations will be set by Declarant's engineer at the cost of owner and any deviation therefrom and any resulting damage shall be the responsibility of the Owner.
- q. Lawns shall be mowed on a regular basis at an appropriate height so as to maintain a neat appearance.
- r. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than March 15 of the following year.
- s. All tennis and sports courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any wind screen shall be black or green. No fence may exceed 10 feet in height. The light source used for tennis courts shall be natural in color. Incandescent or metal halide lights are recommended. No other type of lighting may be utilized without the specific written approval of the DC. The light housing shall be a shoe box type fixture similar to the Envirolight II by ElSCO, designed to minimize ambient light loss. Lighting poles shall not exceed 16 feet in height without specific written approval of the DC. All tennis court plans must specify the light source and intensity; pole height; manufacturer of light; location of light standards around the court. Tennis courts may be built to the property line.
- t. All flagpoles and the type of flag that may be flown must be first approved by the DC.
- u. No window shall contain any reflective material such as aluminum foil.
- v. Pool buildings or gazebos may be constructed within any rear yard setback area established pursuant to Section 6.23 hereof, provided that the same shall not exceed one story in height and are allowed by applicable building codes.

w. All firewood stacks in excess of two cords of wood shall be screened from view from neighboring lots.

x. All forms of sculpture or "yard art" must first be approved by the DC.

Section 5.10. Master Drainage Plan - Violation and Enforcement. As part of the planning process, there has been established for the Addition, a master drainage plan. The City of Wichita has adopted a Stormwater Pollution Prevention Ordinance that specifies sediment and erosion control measures commonly known as "Best Management Practices" or "BMP's." Each Owner of a Lot and such Owner's builder shall be responsible for compliance with the master drainage plan and Wichita's BMP's. Construction that impairs the drainage or violates the master drainage plan must be remedied by such Owner at such Owner's expense. It shall not be Declarant's responsibility to enforce compliance with the master drainage plan or Wichita's BMP's and all other Owners in the Addition and the Association shall have the right to enforce the same against any other Owner.

ARTICLE 6

General Covenants and Restrictions

Section 6.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

Section 6.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, except that Declarant may make such splits, divisions or dispositions of Lots.

Section 6.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained upon any Lot unless completely enclosed within the attic of the residence, except by Declarant during the construction period for any home. Notwithstanding the foregoing, certain satellite receiving antennas of the approximate size of twenty-four (24) inches in diameter or less, if appropriately screened and/or landscaped so that the same are unobtrusive and not readily apparent from adjacent property, may be permitted if previously approved in writing by the DC. Neither the Declarant nor the DC shall interpret or apply this Section 6.03 in any way, or adopt any rules or regulations pursuant hereto, that unreasonably delays or prevents the installation, maintenance or use, unreasonably increases the cost of installation, maintenance or use, or precludes reception of an acceptable quality signal with respect to any television

broadcast signals, direct broadcast satellite services or multichannel multipoint distribution services in violation of applicable law or governmental regulations.

Section 6.04. Vehicles and Parking. No boat, boat trailer, house trailer, camper, camper trailer, horse or other livestock trailer, recreational vehicle, bus, specially equipped commercial pickup truck, or other commercial vehicle or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway. All other vehicles of all types shall be parked in the garage or driveway and shall not be continually parked on a regular basis in the street or common area.

Section 6.05. Fences. Only fences constructed pursuant to the DC's then current policy guidelines and specifically approved in writing in advance by the Declarant or the DC shall be permitted. Privacy fences immediately adjacent to patios that are appurtenant to a residence shall be permitted, but only upon receiving prior approval of the Declarant or the DC. No fences shall obstruct the view of the Common Area from other Lots.

Section 6.06. Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.07. Rights of Governmental Authorities; Offstreet Parking Requirement. Reserves "A" through "E", inclusive, in the Addition, have been designated as "Common Area" and are to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. If the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the appropriate governmental authority may serve a written Notice of Delinquency upon the Association setting forth the manner in which it has failed to fulfill the obligation. If said obligation is not fulfilled within the time specified, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should Declarant or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the appropriate governmental authority to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway.

Section 6.08. Lawns and Trees. All lawns shall be seeded or sodded at the first available planting time after completion of the residence. The type of grass utilized shall be in accordance with standards adopted by the DC. Perennial shrubs, bushes, or trees shall be planted on each lot within a reasonable time pursuant to plans approved by the DC. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife. The Association may designate certain trees, regardless of size, as not removable without written authorization from the DC. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hererof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason or such entry or inspection. Retaining walls and change of grade, as well as fences, earth berms, and mass plantings are prohibited within the platted 15 foot sidewalk, drainage and utility easements along street rights-of-way.

Section 6.09. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Association. The Association may from time to time publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot, but in no event shall more than two (2) dogs and two (2) cats per Lot be permitted. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site.

Section 6.10. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as may be provided herein and except for the usual and customary real estate broker signs advertising a Lot as "for sale". The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs. The Association may remove nonconforming signs upon three (3) days notice to the Owner, such removal to be at the cost of said Owner.

Section 6.11. Temporary Buildings/Modular Homes. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on a Lot. Modular or pre-engineered homes are prohibited.

Section 6.12. No Storage; Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and

recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making the pick-up. At all other times, such containers shall be stored in a manner so that they cannot be seen from adjacent and surrounding property. The Association may, in its sole discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of trash containers permitted and the permitted storage of the same.

Section 6.13. Utilities; Pipes. All utilities shall be installed below the surface of the ground. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.14. Association Right to Trim, Prune or Mow. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given not less than fifteen (15) days' prior written notice of such action. The Association shall have the right to mow any vacant lot on which the grass or weeds exceed twelve inches (12") in height after the giving of one notice as aforesaid and shall have the right to charge a reasonable sum therefore which charge shall be added to the assessment next due from such owner.

Section 6.15. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and running or bicycle paths, if any, located in the Common Area. Garage doors that face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.

Section 6.16. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 6.17. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the Addition.

Section 6.18. Maintenance of Drainage Channels and Swales. Each Owner shall, at their expense, maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, any drainage channels and swales located on any Lot owned by such Owner.

Section 6.19. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood. Notwithstanding the foregoing, the Lots may be used by the Owner of any such Lot to provide home-based baby-sitting services to no more than four (4) children who are not residents of the home; provided that the Owner shall not post any sign on the Lot or any of the improvements on the Lot advertising or otherwise relating to such baby-sitting service.

Section 6.20. Model Homes and Real Estate Offices. Notwithstanding the provisions hereof, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office including a temporary mobile or modular structure until all homes in the development are sold.

Section 6.21. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.22. Land Use. None of the Lots in the Addition may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, applicable zoning regulations, and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 6.23. Set-Back Requirements. No building, structure, or other improvement may be constructed or maintained on any Lot that will violate any set-back lines shown on the recorded plat of the Addition.

Section 6.24. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by, applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall govern and control.

Section 6.25. Drainage. Upon the completion of construction of a residence or other improvements to a Lot, the owner of such Lot shall cause the same to be graded to strictly comply with the master drainage plan and Wichita's BMP's referenced in Section 5.10 hereof.

ARTICLE 7

Enforcement

The Association, Declarant, or any Owner, together or separately, 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 Association, Declarant, or other Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Failure by the Association, Declarant, 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. Neither shall failure by the association to enforce the provisions hereof against any Owner nor violation hereof by any Owner be deemed a waiver of any provision hereof as to any other Owner.

ARTICLE 8

Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Area, to the property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During the ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed provided that each such annexation is approved in writing by two-thirds

(2/3) of the votes of the Members of the Association in attendance in person or by proxy, at a meeting called for such purpose.

ARTICLE 9

Power of Assignment and Delegation

Declarant shall have the right and power to assign and delegate to any person or entity or to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration.

ARTICLE 10

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 11

Amendment

Section 11.01. Covenants Running With the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 11.02. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management to the Association shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that such amendment shall not materially adversely affect any right of any then existing mortgage holders or Lot Owner.

Section 11.03. Amendment; Other. Amendments to this Declaration other than those provided for in Section 11.02 shall be proposed and adopted in the following manner:

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

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the owners of not less than two-thirds of the votes in the Addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

c. Sedgwick County. Notwithstanding anything else in this Article 11 to the contrary, Section 6.07 shall not be amended without the prior approval of the City of Wichita.

d. Recording. A copy of each amendment provided for in this Section 11.03 shall be certified by the Board as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 13 day of November, 2001.

LEEWOOD HOMES, INC.

By Joe H. Lee
Joe H. Lee, President

RESTRICTIVE COVENANT

THIS DECLARATION made this 3rd day of August, 2001, by Leewood Homes, Inc., a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

EAGLES LANDING AT NORTH OLIVER

Lots 1 through 56, Block A

Lots 1 through 24, Block B

Lots 1 through 59, Block C

Lots 1 through 24, Block D

WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.


NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Eagles Landing at North Oliver, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Leewood Homes, Inc.

By: 
Joe H. Lee, President

COPY

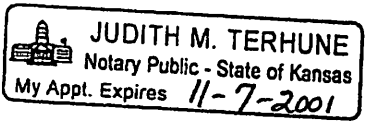
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of August, 2001, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Joe H. Lee, as President of Leewood Homes, Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the corporation.

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

Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-2001)



FEB 7 3 23 PM '0

BILL MEEK
REGISTER OF DEEDS

MICROFILMED
OF RECORD



Linda Baker
Deputy

GRANTOR Leewood Homes, Inc

GRANTEE Eagles Landing @ North Oliver Add

TYPE OF DOCUMENT Misc

NUMBER OF PAGES 4

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- CC
- CK
- UC

- CN
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- SE

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KSA 28-115

20.00
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→ Sherwood & Harper PO Box 820 Wichita KS 67201

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
EAGLES LANDING AT NORTH OLIVER ADDITION**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Eagles Landing at North Oliver Addition ("Addition") was filed with the Register of Deeds of Sedgwick County, Kansas, at Film 2327 at Page 2387; and,

WHEREAS, Leewood Homes, Inc. was the Declarant in the Declaration; and,

WHEREAS, Section 11.02 reserved to the Declarant the right to amend the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Eagles Landing at North Oliver Addition is hereby amended as follows:

1. Section 1.08 shall be added to read as follows:

Section 1.08. Turnover of Operations. Declarant shall convey legal title to the Association of the Common Area in an "as is" condition subject to all easements, rights-of-way, mortgages, encumbrances, and liens for non-delinquent ad valorem taxes and special assessments. Declarant shall appoint residents to serve on the Board of the Association at such time as residences are occupied on five (5) lots. Promptly thereafter, the Board shall elect the officers and adopt the By-Laws of the Association. The Board shall diligently carry on the duties of the Association as specified in the Declaration.

2. Section 2.02 shall be amended to read as follows:

Section 2.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members of the Association and all residents of

the Addition and upon the owners of Lots in Eagles Landing at North Oliver Addition who are hereby granted an easement of enjoyment in the Common Area.

3. Section 6.05 shall be amended as follows:

Section 6.05. Fences. Only fences constructed pursuant to the DC's then current policy guidelines and specifically approved in writing in advance by the Declarant or the DC shall be permitted. Privacy fences immediately adjacent to patios that are appurtenant to a residence shall be permitted, but only upon receiving prior written approval of the Declarant or the DC. No fences shall obstruct the view of the Common Area from other Lots.

4. Section 6.15 shall be amended as follows:

Section 6.15. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks. Garage doors that face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.

5. Article 7 shall be amended to read as follows:

Section 7.01. Enforcement of Covenants. The Association, Declarant, or any Owner, together or separately, 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 Association, Declarant, or other Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Section 7.02. Failure to Enforce Covenants. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the Association to enforce the provisions hereof against any Owner nor violation hereof by any Owner be deemed a waiver of any provision hereof as to any other Owner.

Section 7.03. Suspension of Vote. Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.

This Amendment is executed by Declarant as of this 5th day of February, 2003.

LEEWOOD HOMES, INC.

BY Joe H. Lee, Pres.
JOE H. LEE, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by JOE H. LEE, President of LEEWOOD HOMES, INC., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

January 12, 2004

Marilyn G. Appelhans
Notary Public

