

**LEAWOOD SOUTH  
TOWNHOUSE ASSOCIATION, INC.  
AMENDED, REORGANIZED AND RESTATED BYLAWS**

These Bylaws expand, interpret or specifically define certain portions of the Articles of Incorporation of the Leawood South Townhouse Association, Inc. and the Declaration to which it is subject.

To increase the Association's operating efficiency and to assure consistency in the manner in which it provides maintenance services, the Association hereby establishes these provisions. By adopting these Bylaws, the Members of the Association agree to be bound as follows:

**ARTICLE I. NAME, FISCAL YEAR AND FILINGS**

**SECTION 1. NAME.** This Corporation (the "Association") is a nonprofit corporation organized under the General Corporation Code of the State of Kansas as LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC. THE ARTICLES OF INCORPORATION OF THE ASSOCIATION (the "Articles") were filed in the Office of the Secretary of State of Kansas on November 8, 1971. *[Conforms with K.S.A. 58-4610 (8).]*

**SECTION 2. FILINGS.** The Secretary of the Association shall submit, or cause to be submitted, the Not-For-Profit Corporation annual report with filing fee and the IRS Annual Report, (Form 990-N), if required, annually prior to the Due Date. *[Conforms with 58-4616 (7).]*

**SECTION 3. FISCAL YEAR.** The Fiscal year of the Association shall begin on the 1<sup>st</sup> day of October, and end on the 30<sup>th</sup> day of September of each successive year.

**ARTICLE II. OFFICES**

The principal office of the Association in the State of Kansas shall be located at the address of the registered agent as found on the annual filing with the Kansas Secretary of State.

The Association may have other offices, either within or without the State of Kansas as the Board of Directors may determine, or as the affairs of the Association may require from time to time as long as their location does not place an unreasonable burden on the Members.

The Association shall have and continuously maintain in the State of Kansas a registered office and registered agent whose office is identical with the registered office. The registered office address need not be identical with the principal office, and the Board of Directors may change the office address from time to time.

**ARTICLE III**  
**MEMBERS**

**SECTION 1. CLASS OF MEMBERS.** The Association shall have one class of Members. The Members are referred to in the Declarations and Bylaws as "Members" or "Owners". The qualifications and rights of Members shall be set forth in the Leawood South Townhouse Association, Inc. 2015 Amended and Restated Declarations (the "Declarations"), filed for record in the Office of Register of Deeds in the Records and Tax Division of Johnson County, Kansas, as may from time to time be amended. The terms of Membership as well as all other Definitions in the Declarations are specifically incorporated into these Bylaws by reference.

**SECTION 2. NONDISCRIMINATION.** The Leawood South Townhouse Association does not discriminate on the basis of race, age, color, religion, national origin or ancestry, sex, gender, disability, veteran status, genetic information, sexual orientation or gender identity or expression.

**ARTICLE IV**  
**ANNUAL AND SPECIAL MEETINGS OF MEMBERS**

**SECTION 1. ANNUAL MEETING.** An annual meeting of the Members shall be held on the fourth Wednesday in the month of October of each year at such time and location as fixed by the Board of Directors, or on such other date as may be fixed by the Board of Directors and designated in the notice of the meeting, for the election of Directors and for the transaction of such other business as may properly come before the Meeting. *[Conforms with K.S.A. 58-4611 (a).]*

**SECTION 2. SPECIAL MEETINGS.** A special meeting of the Members may be held upon the call of the President or of the Majority of the Directors at any time. A meeting must be called whenever the Secretary is so requested in writing by at least ten (10) percent of the Voting Members. *[Conforms with K.S.A. 58-4611 (b).]*

**SECTION 3. PLACE OF MEETINGS.** Meetings of the Association shall be held at the principal office of the Association or at any other suitable place convenient to the Members. The Board of Directors may designate the location. *[Conforms with K.S.A. 58-4611 (b).]*

**SECTION 4. QUORUM.** Except as otherwise provided in these Bylaws or in the Declarations, the presence in Person, by Proxy or by Designated Alternate of the Voting Members representing twenty (20) percent of the total vote of the Association present throughout any meeting shall constitute a quorum at all meetings of the Association. Any provision in the Declarations concerning Quorums is specifically incorporated in this document, and the provisions in the Declarations shall control in the event of conflict. *[Conforms with K.S.A. 58-4613 (a).]*

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**SECTION 5. BUSINESS CONDUCTED.** The President, or in His absence the Vice President, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book, or other identifiable file, all resolutions adopted at the meeting, as well as a record of all business transactions occurring at the meeting. Unless otherwise directed by a vote of a Majority of the Members present, the order of business shall be as follows:

- Call to order;
- Reading of the minutes of the last annual meeting of the Members and every special meeting held subsequent to that meeting;
- Report of the Board;
- Report of the Treasurer;
- Report of Committees, if any;
- Election of Directors;
- Unfinished business; and
- Ratification and confirmation of approval for Board Actions taken, subject to the Declarations, these Bylaws and K.S.A 58-4612 (j) during a previous designated period;
- Adjournment. *[Conforms with K.S.A. 58-4612 (j).]*

**SECTION 6. NOTICE OF MEETINGS** Written or printed notice stating the place, day and hour of any meeting of the Voting Members shall be delivered, either personally, by mail, or by email to each Voting Member entitled to vote at such meeting not less than twenty (20) nor more than sixty (60) days before the date of a meeting, by or at the direction of the President or the Secretary or the officers or Persons calling the meeting. Notices shall state the purpose of the meeting; and the meeting agenda to be followed. They shall inform of the conferencing process to be conducted, by telephonic, video, or other means. Notices will explain how Members may participate by hearing the discussion and commenting as provided in the law. They shall include any enclosures showing pertinent details for issues that will be discussed at the meeting. Only matters described in the meeting notice may be considered at a special meeting. Notices shall be provided in the manner as described in Article IX, Section 4 below. *[Conforms with K.S.A. 58-4611 (c).]*

## **SECTION 7. VOTING AT MEMBERSHIP MEETINGS**

**a. Qualifications.** The voting rights of the Members shall be as set forth in the Declarations. These voting rights provisions are specifically incorporated in these Bylaws. Each Member of the Association who is an Owner of a fee interest in any Parcel containing a Living Unit shall have one vote for each such Living Unit owned provided that a Delinquency in payment of any Association Assessment and Suspension for non-payment

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does not exist. Provided, however, when more than one Person holds such interest or interests in a Living Unit, all such Persons shall be Members and the vote for such Living Unit shall be exercised as they, among themselves, shall determine. In no event shall more than one (1) vote be cast for each living Unit. Owners of a Living Unit may, by submitting to the Secretary a notarized document signed by all owners, designate an Alternate to vote on behalf of all Owners of a Living Unit, at all meetings of the Association. If a Member is a legal entity, that entity shall furnish a resolution of its Members or governing body, designating whom among them shall have that vote.

**b. Voting Authentication.** Before casting a vote at any meeting of the Association, each Living Unit Owner must have established the authenticity of His Ownership of His Living Unit, by such means as is determined by the Board of Directors. Notice of any meeting at which a vote will be taken must include a statement informing Owners of means to authenticate their vote. All votes for elections of Directors, Amendments to Declarations and/or Bylaws must be by written ballot. The Voting Member, or the Person who has the authenticated right to cast the vote for the Voting Member, shall sign the Ballot for Amendments to the Declarations and/or Bylaws Only one vote shall be allowed for each Unit.

**SECTION 8. PROXIES AND DESIGNATED ALTERNATE.** Voting Members may vote by Proxy or through their Designated Alternates. A Proxy is valid only for the meeting at which it is cast, must be dated and not revocable. The Proxy must bear an original signature or be Electronically Signed coming from the Voting Member's email.

(a). Proxies may be directed, meaning the vote by the holder of the Proxy must be voted in a specific manner for a singular issue, or it may be undirected, meaning the holder of the Proxy may vote in any manner on any issue at the meeting,

(b). Proxies may be undirected, meaning the holder of the Proxy may vote in any manner on any issue at the meeting. If an Undirected Proxy, one Proxy holder may not cast an Undirected Proxy or proxies representing more than fifteen (15) percent of the votes of the Association.

(c). Proxies may be for Quorum purposes only, meaning the holder of the Proxy must be present at the meeting but must abstain from all votes.

(d). The Designated Alternate of a Voting Member may cast a Proxy if the voting Member does not appear at a meeting and has not cast a Proxy.

**SECTION 9. MAJORITY AND MAJORITY OF ALL UNIT OWNERS.** As used in these Bylaws, the term "Majority" shall mean more than fifty (50) percent of those votes of

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Owners represented in Person, by Designated Alternate or by Proxy at a meeting at which a Quorum is present or represented by the total number of votes received, including Absentee Ballots. The term "Majority of All Unit Owners" means more than fifty (50) percent of the total votes of all units in the Townhouse Association.

**SECTION 10. WAIVER OF NOTICE.** Any Voting Member may, in writing waive notice of any meeting of the Voting Members, either before or after that meeting. A Voting Member or Designated Alternate who attends a meeting shall not be heard to complain about the inadequacy of notice of that meeting, unless He calls the point of order objecting to the lack of proper notice at the time the meeting is called to order. If an Owner fails to object in a timely manner to the inadequacy of notice of the meeting, that Owner shall be deemed to have waived notice of the meeting.

**SECTION 11. ADJOURNMENT OF MEETING.** If any meeting of the Association cannot be held because a Quorum is not present, a Majority of the Voting Members who are present at such meeting, either in Person or by Undirected Proxy or Designated Alternate, may adjourn the meeting to a time not less than twenty (20) nor more than thirty (30) days from the original meeting date. At the reconvened meeting, if a Quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted. Notice shall be given to Voting Members of the time and place for reconvening the meeting. The Voting Members present at a meeting at which a Quorum is present may continue to do business until adjournment. In the event that there is a withdrawal of enough Voting Members at this meeting to leave less than a Quorum, providing Voting Members or their Proxies or Designated Alternate representing at least twenty (20) percent of the total votes of the Association remain in attendance and provided further that any action taken is approved by at least a Majority of the Members required to constitute a Quorum, those actions will be deemed valid.

## **ARTICLE V. BOARD OF DIRECTORS**

**SECTION 1. GOVERNING BODY: COMPOSITION AND SELECTION.** A Board of Directors, each of whom shall have one (1) vote, shall govern the affairs of the Association. Each Director shall be a Member who has owned and lived in a Living Unit in the District for at least six (6) months immediately preceding election or appointment, or if owned by an entity, must have owned that Living Unit for at least six (6) months immediately preceding election or appointment, and the designated Person to serve must have lived in that Living Unit for at least six (6) months. No Person and His spouse or domestic partner, or other member of the same household may serve on the Board at the same time. In the case of an Owner that is a corporation or partnership, the Person designated in writing to the Secretary of the Association as the representative of such entity shall be eligible to serve as a Director. An Alternate is not qualified to serve as a Director. *[Conforms with K.S.A. 58-4610 (a) (3).]*

**SECTION 2. RECORDS OF PROCEEDINGS.**

**a. Minutes of Meetings.** At all meetings of the Board of Directors, any Committee, or Voting Members, the presiding officer shall require a recording of minutes by a duly appointed Secretary. *[Conforms with K.S.A. 58-4616 (a)(2).]*

**b. Approval of Minutes of Previous Meeting.** After the secretary of the meeting has prepared the minutes of the meeting set out above, the minutes shall be circulated to all Persons who voted on any proposed action at the meeting, including without limitation all Board Members who attended any Board of Directors meeting, for comment. The minutes shall be submitted for approval at the next regularly scheduled Board Meeting.

**c. Separate Approval of Resolutions Required.** Each Board Resolution shall be made by a formal Resolution duly voted upon by the Board of Directors.

**d. Publishing of Approved Minutes to Unit Owners.** Minutes of all meetings of the Association, Board of Directors and Committees shall be published to the Owners by their preferred method of contact to include: hand delivered, postal mail, or email or posting on a community webpage, within seven (7) days after the meeting at which they were approved.

**SECTION 3. NUMBER OF DIRECTORS.** The number of Directors of the Association shall consist of not less than seven (7) and not greater than nine (9) Eligible Members of the Association elected by the Members in accordance with the provisions set forth in these Bylaws. *[Conforms with K.S.A. 58-4610.]*

**SECTION 4. TENURE OF BOARD MEMBERS.** Directors shall be elected to the Board for a term of three (3) years commencing on the date of the annual meeting. Members of the Board will be limited to two (2) consecutive terms. Members who have served two (2) consecutive terms will not be eligible for re-election to the Board for one (1) year.

**SECTION 5. NOMINATIONS AND VOTING FOR BOARD MEMBERS.**

**a. Nominations by Members.** Voting Members of the Association may make nominations for election to the Board of Directors. Nominations shall be made to the Secretary, at least thirty (30) days before the Annual Meeting. The Secretary shall communicate the names of such nominees to all Members at least twenty (20) days before the Annual Meeting.

**SECTION 6. ELECTION OF DIRECTORS.** The Election of Directors shall be conducted by printed ballot at the annual meeting of the Members in accordance with the notification of Members that was distributed at least twenty (20) days

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before the Annual Meeting. Ballots may be cast by voting members or their proxy or designated alternate.

**SECTION 7. COUNT AND ANNOUNCEMENT OF THE VOTE.** The ballots shall be documented by the Secretary of the Association assisted by two (2) Persons of His choosing to read the votes immediately upon close of the vote. The Secretary shall be recognized during the annual meeting to announce the results of the vote.

**SECTION 8. REMOVAL** Voting Members present by any approved method, at any meeting of the Membership at which there is a Quorum, and holding a Majority of the votes of that Quorum, may remove any Director with or without cause. Any Director whose Removal is sought shall be given notice prior to any meeting called for that purpose and the proposed Removal must be listed as an item in the Notice for the meeting. Further, the Director proposed for Removal must be given an opportunity to speak at such a meeting. Upon Removal of a Director as provided, the Director must vacate His seat at the Director's table. The Board may temporarily adjourn the meeting for not less than seven (7) days but no more than fourteen (14) days for the appointment of a replacement Director, if necessary to satisfy a Quorum, and for resumption of any other business to be conducted. *[Conforms with K.S.A. 58-4609.]*

**SECTION 9. VACANCIES.** Vacancies occur in the event of death, disability, resignation, loss of eligibility to serve as a Director, or Removal. Three (3) consecutive unexcused absences from duly noticed Board meetings shall be cause for loss of eligibility to serve as a Director. The absence of a Director at any meeting will be deemed excused, unless a Majority of the remaining Board Members vote at said meeting to deem the absence unexcused. The Board shall fill any vacancy on the Board, and the appointee shall hold that Directorship only until the next regularly scheduled election. Any Member so appointed may not be reappointed for that same Directorship but may run as a candidate for the Board in the annual election. *[Conforms with K.S.A. 58-4619 (a).]*

**SECTION 10. ELECTION OF OFFICERS.** Immediately following the annual meeting of the Members, the Board of Directors shall meet and, by secret ballot, shall elect from their number all officers provided for in these Bylaws, Article VI. *[Conforms with K.S.A. 58-4610 (2).]*

**SECTION 11. COMPENSATION.** No Director or Committee Member shall receive any compensation from the Association. However, any Director or Committee Member may be reimbursed for receipted expenses incurred on behalf of the Association upon approval of a Majority of the Directors.

**SECTION 12. MEETINGS, NOTICE TO BOARD AND VOTING MEMBERS.**

**a. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a

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Majority of the Directors, but at least four (4) such meetings shall be held during each Fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors and the voting Members not less than twenty (20) days prior to the meeting unless the meeting/s are scheduled at a regular date, time and place and noticed as a group to the Board and Voting Members. Notice may be given in Person, via postal mail, telephone, or via email and shall be provided in the manner as described in ARTICLE IX, SECTION 4 to follow. It shall be specifically agreed that notice left in voice mail shall be considered the same as Personal conversation. It shall be the duty of every Director and Voting Member to assure that the Association is provided with their preference of method of notice as well as current preferred contact information. If the Association is unable to deliver by email two (2) consecutive notices of any kind given by the Association, and such inability becomes known to the Association Secretary or manager, if any, then future notices shall be given by mail until such time as the Director or Voting Member provides the Association with a new email address for notice purposes of the Board. Notices sent by first class mail shall be postmarked by the United States mail at least twenty (20) days before the time set for the meeting. The first regular meeting of the Board of Directors shall be held immediately following and at the same place as the Annual meeting of the Members. If any Director or Voting Member attends the meeting, but fails to object to the inadequacy of notice of the meeting as the meeting is called to order, that Owner shall be deemed to have waived notice of the meeting.

**b. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a Majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors and the Voting Members not less than ten (10) days prior to the meeting and shall include a statement of the nature of any special business to be considered. The notice shall be given to each Director and Voting Member by their designated communication preference: via postal mail, telephone, or via email and shall be provided in the manner as described in ARTICLE IX, Section 4 to follow. It shall be specifically agreed that notice left in voice mail shall be considered the same as Personal conversation. Notices sent by first class mail shall be deposited in the United States mail at least ten (10) days before the time set for the meeting.  
*[Conforms with K.S.A. 58-4611 (c) (f).]*

**c. Place of Meeting: How Held.** Meetings shall be held at the place designated in the notice. With approval of a resolution by a Majority of the Board stating a meeting may be held by alternate means and informing as to the procedures to be followed, meetings of the Board of Directors may be conducted by telephonic, video or Other Conferencing Process. *[Conforms with K.S.A. 58-4611 (f) and 58-4612 (e).]*



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**d. Quorum of Board of Directors.** At all meetings of the Board of Directors, a Majority of the Directors, whether present in Person or by Advanced Electronic Communication, shall constitute a Quorum for the transaction of business, and the votes of a Majority of those Directors present at which a Quorum is present shall constitute the decision of the Board of Directors. A meeting at which a Quorum is initially present may continue to transact business, despite the withdrawal of one or more Directors, if any action taken is approved by at least a Majority of the required Quorum for that meeting. If any meeting of the Board cannot be held because a Quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than ten (10) nor more than thirty (30) days from the date for which the original meeting was called, with notice of the reconvened meeting to be given consistent with these Bylaws.

*[Conforms with K.S.A. 58-4611 (f) and 58-4612 (e).]*

**e. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors. In the President's absence the Vice-President shall preside. The Secretary or His designee shall keep minutes of meetings of the Board of Directors, recording in those minutes: attendance by Directors and method by which they are present, resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

**f. Rules of Order.** All meetings of the Association must be conducted in accordance with the most recent edition of Robert's Rules of Order, Newly Revised. *[Conforms with K.S.A. 58-4613 (c).]*

**g. Open Meetings.** All meetings of the Board shall be open to all Owners and any Owner shall be afforded a reasonable opportunity to comment regarding any manner affecting the Association. In such case, the President may reasonably limit the time any Owner may speak.

The President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Owners, to:

- discuss matters of a pending or threatened litigation or related alternative proceedings;
- consult with the Association's legal counsel;
- discuss matters of labor or Personnel matters;
- discuss leases;
- discuss commercial transactions or purchase, if information released would compromise the Association's position;
- have discussion that might violate the privacy of any Person.

A gathering of Members, Members of the Board and Committees at which no Association business is conducted, no minutes taken, and no

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action is taken is not considered a meeting. The Board of Directors and its Members may not use incidental or social gatherings of such groups or any other method to evade the open meeting requirements of this section.  
*[Conforms with K.S.A. 58-4612 (b).]*

**h. Conflicts of Interest.** Any Member of the Board who has a financial, personal or official interest in, or conflict (or appearance of a conflict), with any matter pending before the Board, of such a nature that the conflict prevents or may prevent that Member from acting on the matter in an impartial manner, that Board Member must excuse Himself from the proceedings, and must at that time vacate His seat and refrain from discussion and voting on that matter as a Board Member.

**i. Challenges to Meeting Procedures.** A challenge to the validity of an action of the Board of Directors for failure to comply with K.S.A. 58-4612 must be brought before the Board within 60 days from the date that the minutes of the Board of Directors meeting at which the action was taken are:

- approved by the Board or
- the date that the Record of that action is distributed to the Unit Owners,

whichever is later. If such Challenge is not made, the action will be considered valid unless set aside by a court of competent jurisdiction.  
*[Conforms with K.S.A. 58-4612 (i).]*

**SECTION 13. POWERS AND DUTIES OF THE BOARD.** The Articles of Incorporation, the Declarations and Bylaws, Federal, State, County and City laws govern the Board of Director's responsibilities. So governed, the Board of Directors shall have the responsibility for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs which are not reserved by law or the Association's governing documents to the Voting Members or the membership generally. In addition to the duties imposed by these Bylaws or, by any resolution of the Association that may in the future be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, including the following:

(a). Preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;  
*[Conforms with K.S.A. 58-4620 (a)(b).]*

(b). Levying Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments and establishing the period of the installment payments of the annual Assessments. Unless otherwise determined by the Board of Directors, the annual Assessment for each Unit's share of the Common Expenses shall be payable annually, or in

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equal monthly, semi-monthly or bi-annual installments, each such installment to be due and payable, in advance, on the first day of the appropriate month. Any proposed increase of the annual Assessment that exceeds ten (10) percent over the previous years amount shall require a vote of the Unit Owners. *[Conforms with K.S.A. 58-4620 (a)(b).]*

And, where not in conflict with the **DECLARATIONS: SECTION 9, GENERAL POWERS AND DUTIES OF THE ASSOCIATION.** *[In compliance with K.S.A. 58-4610 (4).]*

(c). Providing for the operation, care, upkeep and maintenance of all of the Common Area; *[Conforms with K.S.A. 58-4610 (4).]*

(d). Designating, hiring, and dismissing the Personnel necessary for the maintenance, operation, repair and replacement of the Association's property and the Common Area and, where appropriate, providing for the compensation of such Personnel for their labor and for the purchase of supplies and materials to be used by such Personnel in the performance of their duties. *[Conforms with K.S.A. 58-4610 (a)(3) and (4).]*

(e). Opening of bank accounts on behalf of the Association and designating signatories required; *[Conforms with K.S.A. 58-4610 (3).]*

(f). Collecting the Assessment/Annual Assessments, depositing the proceeds thereof in a General Fund account in a bank depository which shall be approved by Board Resolution and using the proceeds to administer the Association; provided any reserve fund may be deposited in the Directors' best business judgment, and by resolution, in depositories other than banks. Special Assessment funds or insurance proceeds received for casualty losses shall be segregated into separate bank accounts approved by Board Resolution and not co-mingled with General Funds. *[Conforms with K.S.A. 58-4610 (a)(3).]*

(g). Making and amending Rules which are not in conflict with the Declarations or these Bylaws, which the Board of Directors deem to be in the best interest of the Safety, Health and Welfare interests of the Members of the Association, and to further clarify the purposes and intent of selective Covenants and restrictions contained in the Declarations; provided, however, before the adoption or amendment of any Rule or Regulation the Board must give notice to the Owners of the proposed action and provide the text of the Rule or Regulation and the date and place of the meeting at which the proposed action will be considered; provided further that, that Owners will be afforded the reasonable opportunity to express any concerns at that meeting, prior to the Board taking action; provided further that, notice will be given to the Owners of any meeting at which the Board is to take final action on said Rule or Regulation after considering comments from the Owners, and provided further, that upon adoption or amendment of any

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Rule or Regulation, notice of the text of the same shall promptly be provided to the Owners. *[Conforms with K.S.A. 58-4617 (a) (1)(2) and (b) and (c).]*

(h). Making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declarations and these Bylaws after damage or destruction by fire or other casualty; *[Conforms with K.S.A. 58-4610 (a)(4).]*

(i). Enforcing by legal means the provisions of the Declarations and Bylaws, adopted by the Owners, and the Rules and Regulations adopted by the Board and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association. *[Conforms with K.S.A. 58-4610 (a)(4).]*

(j). Obtaining and maintaining policies of insurance:

- against casualties and liabilities, as provided in the Declarations, and,
- policies against Errors and Omissions as provided in **ARTICLE VIII, Section 2** and paying the premiums for those policies.

*[Conforms with K.S.A. 58-4610 (a)(4).]*

(k). Paying the cost of all services rendered to the Association or its Members that are not chargeable directly to a specific Owner; *[Conforms with K.S.A. 58-4610 (a)(4).]*

(l). Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; *[Conforms with K.S.A. 58-4610 (a)(4).]*

(m). Making available in written form or electronically at a reasonable cost to a purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declarations, the Bylaws, or Rules governing the Unit. And, upon request providing at a reasonable cost to the purchaser of a Unit, financial statements of the Association; *[Conforms with K.S.A. 58-4616.]*

(n). Permitting utility suppliers to use portions of the Common Area and Easements of the Unit Owners reasonably necessary to the ongoing development or operation of the District and to monitor the restoration of those areas to a satisfactory condition after completion of the work. *[Conforms with K.S.A. 58-4610 (a)(4).]*

(o). Publish or cause to be published a monthly newsletter and to deliver the same without additional cost to Members in the same manner as are official notices; to include within each issue, printed subject to correction, a complete copy of the approved Minutes of all meetings of the Members, Board of Directors and Committees which have occurred since the publication of the

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preceding issue, along with a complete copy of the financial statement presented at the last regular meeting; and schedules of any future meetings of the Members, Board, or Committees; and *[Conforms with K.S.A. 58-4608 (a)(5).]*

(p). Establish a reasonable method for Unit Owners to communicate among themselves and with the Board of Directors concerning the Association;  
*[Conforms with K.S.A. 58-4608 (a) (5).]*

**SECTION 14. MANAGEMENT.** The Board of Directors may employ a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services for the Association, as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (g), and (i) of SECTION 13 of this ARTICLE. *[Conforms with K.S.A. 58-4610 (a)(4).]*

**SECTION 15. ACCOUNTS AND REPORTS.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise: *[Conforms with K.S.A. 58-4610 (a)(8).]*

(a). Accounting methods in general use under prudent business practices for not-for-profit corporations of the size and purpose of the Association, shall be employed; *[Conforms with K.S.A. 58-4610 (a)(8).]*

(b). Cash accounts of the Association shall not be commingled with any other accounts. *[Conforms with K.S.A. 58-4610 (a)(8)].]*

(c). Any financial or other interest that any Board Member or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(d). Financial reports shall be prepared for the Association at least quarterly containing: *[All of the below subheadings conform with K.S.A. 58-4616 (a)(1).]*

- an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- a statement reflecting all cash receipts and disbursements for the preceding period;
- a variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;
- a balance sheet as of the last day of the preceding period; and
- a delinquency report must be prepared listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such

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Assessments which remain delinquent (an installment of the annual Assessment shall be considered to be delinquent on the eleventh (11<sup>th</sup>) day of each applicable month unless otherwise determined by the Board of Directors); and

(e). An annual report shall be distributed to all Members within one hundred twenty (120) days after the close of the Fiscal year, consisting of at least the following:

- a balance sheet;
- an operating (income statement); and
- a statement of changes in financial position for the Fiscal year, which annual report shall be prepared on an audited or reviewed basis, as determine by the Board, by an independent public accountant.

**SECTION 16. BORROWING.** The Board of Directors shall have the power to borrow money for the purpose of emergency maintenance, repair or restoration of the Common Area without the approval of the Voting Members of the Association.

The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in the Declarations for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that Fiscal year. All funds borrowed must be used for the purposes stated in the resolution submitted for the Records of the Association.

**SECTION 17. ENFORCEMENT.** The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the Living Unit of the violating Owner, and to suspend an Owner's right to vote on financial issues, or to use the Common Area, for violation of any duty imposed under the Declarations, these Bylaws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit the coming in or going out from a Unit, or withhold services provided to a Unit or a Unit's Owner, if the effect of withholding the service would be to endanger the health, safety, or property of any Person. In the event that any Occupant of a Unit violates the Declarations, Bylaws, or a Rule and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within thirty (30) days of it's imposition, and if proper notice is given by the Board, the Owner shall be held responsible for the fine. The failure of the Board to enforce any provisions of the Declarations, Bylaws or any Rule shall not be deemed a waiver of the Board to do so in the future. *[Conforms with K.S.A. 58-4617 (c) and 58-4621 (a).]*

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**a. NOTICE.** Prior to imposition of any sanction below, the Board or its agent shall serve the alleged violator with written notice including and/or describing:

- the nature of the alleged violation;
- the proposed action to be imposed;
- a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors, for a hearing; and
- a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice;
- if a timely challenge is not made the sanction stated in the notice shall be imposed. *[Conforms with K.S.A. 58-4601 (b)(3) and 58-4608 (b). A vote is necessary.]*

**b. HEARING** A hearing, if requested within the allotted ten (10) day period, shall be held by the Covenants Committee, if any, or the Board, at which time the Owner shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction imposed, proof of proper notice shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors, or the Covenants Committee, if any, may, but shall not be obligated to, suspend any proposed sanctions if the violation is cured within the ten (10) day period after notice is given. Such Suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and Rules by any violator. *[Conforms with K.S.A. 58-4601 (b)(3) and 58-4608 (b).]*

**c. APPEAL.** Following a hearing before a Covenants Committee, the alleged violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, within thirty (30) days from the hearing, the alleged violator must have caused the manager, President or Secretary of the Association to receive written notice of an appeal. Such notice shall be considered delivered when deposited in the United States mail addressed to any of the above named parties, at the address as it appears on the Records of the Association, with postage prepaid. *[Conforms with K.S.A. 58-4601(b)(3) and 58-4608 (b).]*

**d. ADDITIONAL ENFORCEMENT RIGHTS.** The Board of Directors may determine whether to take enforcement action by exercising the

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Association's power to impose sanctions or commencing an action for a violation of the Declarations, these Bylaws, or the Association's Rules and Regulations, including whether to compromise any claim for unpaid Assessment or other claim made by it. The Board does not have duty to take enforcement action if it determines that, under the facts and circumstances presented: (i) The Association's legal position does not justify taking any enforcement action; (ii) the Covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with law; (iii) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) it is not in the Association's best interest to pursue an enforcement action. The Board's decision under subsection (ii) not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be Arbitrary or Capricious in taking enforcement action. The Association, a Unit Owner, or any other Person subject to these Declarations, Bylaws and Rules and Regulations may bring a legal action to enforce a right granted or an obligation imposed by the law, the Declarations, Bylaws, Rules or Regulations after first subjecting the concern to Non-binding Alternative Dispute Resolution as described in **SECTION 19. NON-BINDING ALTERNATIVE DISPUTE RESOLUTION** below. In any court proceeding, it is specifically agreed that the court may award reasonable payment of attorney's fees and costs to the prevailing party. *[Conforms with K.S.A. 58-4621.]*

**SECTION 18. DISPUTE RESOLUTION FOR DECLARATIONS AND BYLAWS VIOLATION.** If a unit occupant wishes to complain about an alleged violation of the Declarations or Bylaws they shall complete a dispute resolution form available from any Board Member and file such completed form with the Board of Directors. Anonymous complaints will not be accepted.

**SECTION 19. NON-BINDING ALTERNATIVE DISPUTE RESOLUTION.** Before any judicial or administrative proceeding shall be commenced or prosecuted by the Association against an Owner, an Owner against the Association, or by an Owner against another Owner pertaining to the Association, the Owner or Owners shall submit to nonbinding dispute resolution. Such Alternative Dispute Resolution shall be in two parts: (a) First, the parties shall meet face to face and attempt in good faith to settle the dispute through means of negotiation; (b) Second, the parties shall retain an experienced Mediator or a retired judge, the costs of which shall be borne equally by the parties, to attempt to resolve the dispute in good faith in accordance with applicable Kansas Supreme Court Rules. If either party shall commence a judicial or administrative proceeding prior to undertaking nonbinding alternative dispute resolution, then in addition to any other remedies they may have, attorneys' fees and expenses may be awarded against the initiating party in the proceeding for failure to comply with this provision. *[Conforms with K.S.A. 58-4621.]*



**SECTION 20. ACTIONS BY THE BOARD OF DIRECTORS PRESUMED VALID** Any action exercised by the Board of Directors under procedures set forth in these Bylaws, if exercised in good faith, shall be deemed valid and enforceable. A challenge to the validity of an action of the Board of Directors for failure to comply with K.S.A. 58-4612 and/or the Declarations and Bylaws may not be brought more than 60 days after the minutes of the Board of Director's meeting at which the action was taken are:

- approved by the Board or
- the date that the Record of that action is distributed to the Unit Owners,

whichever is later. If such Challenge is not made, the action will be considered valid unless set aside by a court of competent jurisdiction. *[Conforms with K.S.A. 58-4612 (j).]*

## **ARTICLE VI. OFFICERS**

**SECTION 1. OFFICERS ELECTED, TERM OF OFFICE AND VACANCIES.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each Annual Meeting of the Voting Members, as described in **ARTICLE V, SECTION 6.** Those officers shall be a President, Vice President, Treasurer and a Secretary. In the event of a vacancy in any office arising because of death, resignation, loss of eligibility to serve, Removal or otherwise, the Board of Directors may appoint an Owner to serve as a replacement until the next annual election. The Owner appointed by the Board may not be appointed for a consecutive year but may stand for election. The Board of Directors may appoint such other officers, and consultants, (who may or may not be Directors), as it shall deem desirable, (for example a Parliamentarian), such officers and consultants to have the authority and perform the duties prescribed from time to time by the Board of Directors. No Director may hold more than one office, unless said office is one of an Assistant; provided, however, that the President may not simultaneously hold an additional office. *[Conforms with K.S.A. 58-4610 (a) (1-3).]*

**SECTION 2. PRESIDENT.** The President shall be the chief executive officer of the Association. The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. The President shall preside at all meetings of the Members and at all meeting of the Board, and He shall perform such duties and exercise such powers as may be prescribed in these Bylaws or from time to time delegated to Him by the Board. *[Conforms with K.S.A. 58-4610 (a) (1-3).]*

**SECTION 3. VICE PRESIDENT.** The Vice President shall perform all the duties and exercise all the powers of the President during His absence or disability. The Vice President shall also perform such other duties as may be delegated to Him from time to time by the President. *[Conforms with K.S.A. 58-4610 (a) (1-3).]*

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**SECTION 4. SECRETARY.** The Secretary or designated Person shall keep regular minutes of the meetings of the Members and of the Board, shall keep and maintain all necessary Association Records, and shall also perform such other duties as may be delegated to Him from time to time by the Board. *[Conforms with K.S.A. 58-4610 (a) (1-3).]*

**SECTION 5. TREASURER.** The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declarations and may delegate under His supervision all or part of the preparation and notification duties to a finance committee, if any, management agent, if any, or both. The Treasurer shall be responsible for the collection of all Assessments and, except as to funds that may be in temporary custody of a managing agent, (which should be under the treasurer's supervision), shall have the custody of all moneys of any kind or character belonging to the Association. Under the supervision of the Board, the Treasurer shall make disbursements or arrange for them to be made and have charge of all financial affairs of the Association. The Treasurer shall prepare, or have prepared, a full financial report listing in general all income and expenses, assets and liabilities of the Association for the previous Fiscal year at each annual meeting of the Members. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of His duties in such sum and with such surety or sureties, as the Board of Directors shall determine. The Association shall pay for the cost of such a bond. *[Conforms with K.S.A. 58-4610 (a) (1-3).]*

**SECTION 6. POWERS AND DUTIES.** In addition to the duties and powers listed in SECTIONS 2, 3, 4, and 5 of this ARTICLE, the Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. *[Conforms with K.S.A. 58-4610 (a) (3).]*

**SECTION 7. REMOVAL OF OFFICERS.** Any officer elected or appointed by the Board of Directors may be removed by vote of two-thirds (2/3) of the Board of Directors, with or without cause, whenever in its judgment the best interests of the Association would be served, but such Removal shall be Without Prejudice to the contract rights, if any, of the officer so removed. *[Conforms with K.S.A. 58-4610 (a) (3).]*

**SECTION 8. RESIGNATION.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later date specified in the resignation, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 9. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC.** All agreements, contracts, deeds, leases, checks and other written instruments of the Association shall be executed by at least two (2) officers or by such other Person or Persons as may be designated by resolution of the Board of Directors.

## **ARTICLE VII COMMITTEES**

*[Conforms with K.S.A. 58-4610 (a)(4).]*

**SECTION 1. GENERAL.** Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Board of Directors present at a meeting at which a Quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee, or with Rules adopted by the Board of Directors. Notices of any committee meeting shall be provided to Owners in the same manner as notices required for Board meetings as set forth in ARTICLE V.

**SECTION 2. COVENANTS COMMITTEE.** In addition to any other committees that may be established by the Board of Directors pursuant to SECTION 1 of this ARTICLE, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and not more than five (5) Members of the Association. Acting in accordance with the provisions of the Declarations, the Bylaws, and resolutions that the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to ARTICLE V. SECTION 17 b of these Bylaws.

**SECTION 3. LANDSCAPE AND ARCHITECTURAL COMMITTEE.** In addition to any other committees that may be established by the Board of Directors pursuant to SECTION 1 of this ARTICLE, the Board of Directors may appoint a Landscape and Architectural Committee consisting of at least three (3) and no more than five (5) Members of the Association. Acting in accordance with the provisions of the Declarations, this committee shall be the review committee for landscaping and architectural repairs, replacement and improvement projects. Owners shall submit plans for particular project(s) to the Committee for review and approval prior to starting the project(s).

## **ARTICLE VIII**

### **INDEMNIFICATION**

**SECTION 1. LIABILITY OF OFFICERS, DIRECTORS AND OTHER PARTIES AND INDEMNIFICATION.** Subject to the applicable Kansas Statutes, and subject to compliance with the Act, the officers, Directors and committee members shall not be liable to the Association or any Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all contractual liability to others arising out of contracts made by the officers or Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Association's

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governing documents except to the extent that such liability is satisfied by Directors and officers liability insurance. *[Conforms with K.S.A. 60-3601.]*

Officers and Directors shall have no Personal liability with respect to any contract made by them on behalf of the Association. The Liability of any Member arising out of any contract made by the Officers or Directors, or out of the Indemnification of the officers or Directors, or for damages as a result of injuries arising in connection with the Association Property solely by virtue of Membership in the District, or for liabilities incurred by the Association, shall be limited to the total liability claimed, multiplied by a percentage determined by dividing the number of Members against whom liability is claimed for a given occurrence, into an integer of one (1). Every agreement made by the Officers, the Directors or the managing agent on behalf of the Association shall, if obtainable, provide that the Officers, Directors or managing agent as the case may be, are acting only as agents for the Association and shall have no Personal liability except as Members, and that each Member’s liability shall be multiplied by percentage determined by dividing the number of Members against whom liability is claimed for a given occurrence, into an integer of one (1). The Association shall indemnify and hold harmless each of the Members of any committee from and against all liability to others arising out of the duly exercise of such Member’s responsibility unless such Member’s action shall have been taken in bad faith or contrary to the provisions of the Association’s governing documents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was an Officer or Director of the Association or Member of any committee, against the expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in, or not opposed to, the best interest of the Association. *[Conforms with K.S.A. 60-3611.]*

### **SECTION 2. INSURANCE FOR OFFICERS, DIRECTORS AND OTHERS PERFORMING DUTIES.**

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any Director, Officer, or other Person serving in any capacity at the request of the Board of Directors, against any liability asserted against or incurred by said Person in such capacity, or arising out of the said Person’s status as such whether or not the Association would have the power to indemnify the Person against such liability under the provisions of applicable law. *[Conforms with K.S.A. 58-4610 (a)(3).]*

## **ARTICLE IX. MISCELLANEOUS**

**SECTION 1. PARLIMENTARY RULES.** Except as may be modified by Board Resolution, Robert’s Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Kansas law, the Articles of Incorporation , the Declarations, or these Bylaws. *[Conforms with K.S.A. 58-4613 (c).]*

**SECTION 2. CONFLICTS.** If there are conflicts between the provisions of Kansas law, the Articles of Incorporation, the Declarations, and these Bylaws, the Provisions of Kansas Law, the Declarations, the Articles of Incorporation and the Bylaws (in that order) shall control. *[Conforms with K.S.A. 58-4622 (a).]*

**SECTION 3. BOOKS AND RECORDS.** *[Conforms with K.S.A. 58-4616 (a).]*

**a. Books and Records Maintenance.** The Association shall maintain the following books and Records for a minimum of five (5) years unless a different time is specified below:

- all receipts and expenditures;
- minutes of all meetings except executive sessions;
- names of all Owners, in alphabetical order, with addresses;
- the Declarations, these Bylaws, and Rules and Regulations;
- financial statements and tax returns but only for three (3) years;
- names and addresses of current Board Members;
- annual reports, if any;
- copies of current contracts to which the Association is a party;
- Records of architectural approvals, if any; and
- ballots, proxies and other Records relating to voting by Owners for one year after an election, action or vote to which they pertain.

**b. Inspection by Members and Owner's Agents.** The books and Records maintained by the Association are available for inspection and copying by any Owner or His designated agent upon ten (10) days written notice to the Association. Said notice shall reasonably identify the specific Records of the Association that are requested. The Association shall not be obligated to compile or synthesize the information or Records and will charge a reasonable fee for copying of the same. Provided however, books and Records of the Association may be withheld from copying and inspection to the extent they concern:

- personnel,
- salary,
- medical Records relating to specific individuals;
- contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- existing or potential litigation or mediation, arbitration, or administrative proceedings;

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- matters involving federal, state or local administrative or other formal proceedings currently or expected to be before a governmental tribunal for enforcement of Declarations, Bylaws, or rules;
- communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- information the disclosure of which would violate law;
- Records of an executive session of the Board of Directors; or
- individual Unit files other than those of the requesting Owner.

**c. Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, Records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

**SECTION 4. NOTICES, MANNER OF PROVIDING.** All meeting or other notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given unless otherwise provided in these Bylaws: *[Conforms with K.S.A. 58-4618 (b).]*

### ***If to a Member:***

When deposited in the United States mail, postage prepaid, addressed to the Member at the address as it appears on the Records of the Association. If notice is emailed to the email address of the Member as it appears on the Records of the Association, it shall be deemed delivered at the time it is sent. If the Member has selected email as their preference for notices from the Association it shall be the duty of the Member to assure that the Association is provided with the Member's current email address. If the Association is unable to deliver by email two (2) consecutive notices by the Association, and such inability becomes known to the Association Secretary or property manager, then future notices shall be given by mail until such time as the Member provides the Association with a functioning email address for notice purposes.

### ***If to the Association:***

When delivered to the Association, if Personally delivered to an Officer or Director of the Association, or when deposited in the United States mail postage prepaid, addressed to the principal office of the Association to the managing agent, if any at such address as shall be designated by notice in writing to the Members pursuant to this Section.

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**SECTION 5. AMENDMENT.** These Bylaws may be amended by the affirmative vote, in whatever form is allowable under the Declarations and Bylaws, of Voting Members representing a Majority of the total votes in the Association in a meeting duly noticed. Any amendment, to be effective, must be recorded in the public Records of Johnson County, Kansas. The Secretary of the Association may prepare, execute, certify and record amendments to the Declarations and Bylaws on behalf of the Association. If any Owner votes in favor of any amendment to these Bylaws, it will be conclusively presumed that such Owner has the authority cast such a vote and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. *[Conforms with K.S.A. 58-4610 (a)(5) (6).]*

**KNOW ALL MEN BY THESE PRESENTS**

That we, the undersigned, being all of the Persons elected by the Members of the Association to act as the Board of Directors of the Association hereby assent to the foregoing Amended and Restated Bylaws and adopt the same as Bylaws of the Corporation.

IN WITNESS WHEREOF, we have hereunto set our hands

[Signatures and certifications omitted]

NOTE: These 2015 Amended, Reorganized and Restated Bylaws were approved by vote of the membership at a Special Meeting on August 18, 2015. They were filed with Johnson County, Kansas, Tax and Records on September 28, 2015, in the Office of Register of Deeds and recorded in: BK: 201509 PG: 008910