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AMENDED BYLAWS
OF
PARK PLACE CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT CORPORATION

The Bylaws of Park Place Condominium Association, Inc. were amended and agreed upon by the required number of votes at the annual meeting of the Association on Tuesday, January 10, 2012.

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, together with vacated Floyd Street, adjoining the aforesaid Lots 1 thru 10, inclusive except as Floyd is superimposed on and occupies the same territory as a 10 foot road easement running parallel with and lying immediately adjacent to the South line of 87th Street, Block 1, FAIRVIEW MANOR, a subdivision in Overland Park, Johnson County, Kansas.

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AMENDED BYLAWS
OF
PARK PLACE CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I. PURPOSE, APPLICABILITY, OFFICES

Section 1. Definitions. All terms as defined in the declaration shall have the same meaning herein except where the context otherwise specifies or requires.

Section 2. These bylaws replace all previously adopted bylaws.

Section 3. Purpose. This Corporation (hereinafter called the "association") has been organized to provide for the administration, management, maintenance and care of the Condominium, a condominium established pursuant to the provisions of the "Apartment Ownership Act" of the State of Kansas, Section 58-3101 *et seq.* of the Kansas Statutes Annotated and filed August 15, 1983, Vol. 1899, Page 823, Register of Deeds, Johnson County, KS. (www.kslegislature.org/li/statute)

Section 4. Applicability of Bylaws. The provisions of these bylaws are applicable to the condominium and to the use and occupancy thereof. All present and future owners, mortgagees and occupants of units and their families and guests, and any other persons who may use or occupy the facilities of the condominium in any manner, are subject to the bylaws and the rules and regulations and any amendments thereto. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these bylaws and any rules and regulations made pursuant hereto, are accepted, ratified and will be complied with.

Section 5. Principal Office. The principal office of the association shall be a designated post office box and/or the residence of the current president of the association.

Section 6. Registered Agent. The registered agent shall be designated from time to time by the board of directors.

ARTICLE II. UNIT OWNERS

Section 1. Membership. Each unit owner shall be a member of the association and no other person or entity shall be entitled to membership.

Section 2. Place of Meetings. All meetings of the unit owners shall be held at such place as designated in a notice of the meeting.

Section 3. Annual Meetings. An annual meeting of the unit owners shall be held at 7:00 p.m. on the second Tuesday of July of each year if not a legal holiday,

and if a legal holiday, then at the same time on the next day following not a legal holiday. The purpose of the annual meeting shall be to elect members of the board of directors and for the transaction of such other business as may be properly brought before the meeting.

Section 4. Substitute Annual Meetings. If the annual meeting shall not be held on the date designated by the bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 5. Special Meetings. Special meetings of the unit owners may be called at any time by the board of directors or upon the written request of unit owners owning in the aggregate at least 10% of all unit interests.

Section 6. Notice of Meetings. The association shall notify unit owners of the time, date, and place of each annual and special unit owners meeting not less than ten (10) days or more than sixty (60) days before the meeting date. Notice may be by any method reasonably calculated to provide notice to the person. The notice for any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

- a) A statement of the general nature of any proposed amendment to the Bylaws;
- b) Any budget proposals or changes; and
- c) Any proposal to remove an officer or member of the board of directors.

In case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter other than the election of directors on which the vote of unit owners is expressly required. In the case of a special meeting the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 7. Quorum; Rules of Order. A quorum is present throughout any meeting of the unit owners of persons entitled to cast 30% of the votes in the association:

- a) Are present in person or by proxy at the beginning of the meeting;
- b) Have cast absentee ballots solicited in accordance with the association's procedures which have been delivered to the secretary in a timely manner; or
- c) Are present by any combination of paragraphs (a) and (b).

A quorum of the board of directors is present for purposes of determining the validity of any action taken at a meeting of the board of directors only if individuals entitled to cast a majority of the votes on that board are present at the

time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the board members present is the act of the board of directors unless a greater vote is required by the bylaws. (See K.S.A. 58-4613 (b)).

Meetings of the association must be conducted in accordance with the most recent edition of *Roberts Rules of Order Newly Revised*.

Section 8. Voting Rights at Annual Meeting. Only one vote per unit owned shall be allowed, either in person or by absentee ballot.

Section 9. Voting Procedures to Elect Board Members. No less than sixty days before the annual board meeting, the board of directors will notify all unit owners in writing that nominations for board members are open. Unit owners may then nominate any unit owner currently living on the premises whose dues are current for a position on the board in writing and delivered to the board president no later than 10 days after receipt of notification of open nominations or from the floor at the annual meeting.

- a) Unit owners may vote by secret paper ballot or by absentee paper ballot without being present at a meeting.
- b) The board of directors shall promptly deliver an absentee ballot to an owner at least 30 days before the meeting.
- c) Votes cast by absentee ballot must be included in the vote taken at the meeting.
- d) Absentee submitted ballots will be counted toward quorum.
- e) When a unit owner casts an absentee ballot, the board of directors will verify that the ballot is cast by the unit owner having the right to do so by a signature and condominium number placed on the outside of the return envelope. After verification of name and condominium number by the designated officer, the outside envelope will be discarded. Counted ballots will be kept for a period of one year.
- f) The board of directors shall specify the time and date by which a ballot must be delivered to be counted, which time and date may not be fewer than 3 days after the date the board of directors delivers the ballot

Section 10. Waiver of Notice. Any unit owner may at any time waive notice of any or all meetings of the unit owners in writing and such waiver shall be deemed equivalent to the giving of such notice.

Section 11. Informal Action by Unit Owners. Any action which may be taken at a meeting of the unit owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the association to be kept in the association's minute book

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Titles of Officers. The business and property of the association shall be directed by a board of directors composed of no less than five (5) persons and no more than seven (7) persons elected as provided herein by the voting members. The board of directors shall consist at minimum of a president, a vice president, a treasurer, and a secretary.

The size of the board of directors may be increased or decreased from time to time upon the affirmative vote of unit owners owning in the aggregate at least 51% of the units owned provided that said board shall not be less than 5 in number nor greater than 7 in number.

Section 2. Election, Term and Qualifications. The board of directors shall be composed of unit owners whose dues are current and shall be elected at an annual meeting of unit owners. Those persons who receive the highest number of votes (whether or not a majority or plurality) shall be deemed to have been elected.

The number of directors to be elected by the voting members will be that number necessary to succeed those directors whose terms expire, having been elected for staggered terms, and such directors shall serve for two-year terms. No elected board member may hold the same office for more than two consecutive terms (or more than four consecutive years).

Section 3. Necessity to Read Bylaws. Each newly elected board of directors shall within 15 days of the election hold an executive session, the sole purpose of which the president shall cause to be read aloud these bylaws in their entirety and the secretary shall note this action in the minutes which shall be duly posted.

Section 4. Removal. Unit owners present in person, by proxy, or by absentee ballot at any meeting of the unit owners at which a quorum is present, may remove any member of the board of directors elected by the unit owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal.

The unit owners may not consider whether to remove a member of the board of directors elected by the unit owners at a meeting of the unit owners unless that subject was listed in the notice of the meeting.

At any meeting at which a vote to remove a member of the board of directors is to be taken, the member being considered for removal must have a reasonable opportunity to speak before the vote.

Section 5. Vacancies. Elected board members may appoint a replacement at any time to fill any board vacancy which is not filled by unit owners pursuant to Section 3 above.

Section 6. Compensation. No board member may receive any compensation for board services.

Section 7. Powers and Duties.

The actions of the board in conducting the association's business affairs shall be evaluated and governed under the business judgment rule. Each director must (i) serve in a manner the director believes to be in the best interests of the association and the members; (ii) serve in good faith; and (iii) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.

The board of directors shall have the power and duties necessary for the administration of the affairs of the condominium and may do all such acts and things, except such acts as by law may not be delegated to the board of directors. Such powers and duties of the board of directors shall include, but shall not be limited to, the following:

- a) Operation, care, upkeep, repair, maintenance and replacement of the common areas and facilities and payments and reserves therefore.
- b) Determination of the common expenses required for the affairs of the condominium, including without limitation, the operation and maintenance of the common areas and facilities.
- c) Collection of the common expenses from the unit owners.
- d) Employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the common areas and facilities.
- e) The adoption and amendment of such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the unit owners and occupants of the property. Written notice of such rules and regulations shall be given to all unit owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.
- f) Opening of bank accounts on behalf of the association and designating the signatories required therefor.
- g) Purchasing of units at foreclosure or other judicial sales in the name of the board of directors, or its designee, corporate or otherwise, on behalf of all unit owners.
- h) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with units acquired by the board of directors or its designee, corporate or otherwise, on behalf of all unit owners and organizing

corporations to act as designees of the board in acquiring title to units on behalf of all unit owners.

- i) Maintaining and repairing any unit, if such maintenance or repair is required or is necessary in the discretion of the board of directors to protect the common areas and facilities or any other unit or if the unit owner of such unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered or mailed by the board of directors to said unit owner, provided that the board of directors shall levy a special assessment against such unit owner for the costs of said maintenance or repair.
- j) Entering any unit when necessary in connection with any maintenance or construction for which the board of directors is responsible; provided, such entry shall be made during reasonable hours with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the board of directors and such expenses shall be treated as a common expense; and entering any unit for the purpose of correcting or abating any condition or situation deemed by the board of directors to be an emergency.
- k) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the board of directors. In the absence of such determination by the board of directors, such documents shall be signed by either the treasurer, or the assistant treasurer of the condominium, and countersigned by the president.
- l) Obtaining of insurance for the property pursuant to the applicable provisions of law.
- m) Making of repairs, additions and improvements to or alterations or restoration of the property in accordance with the other provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding.
- n) Engaging the services of a person to act as manager of the condominium at a compensation established by the board of directors, to perform any or all of the powers and duties of the association as specified by the association, except those which may be required to have approval of the board of directors or the unit owners.
- o) To enforce by any legal means or proceeding the provisions of the condominium documents.
- p) To pay all taxes and assessments of the condominium, other than the units, and to assess the same against the unit owners in the manner herein provided.
- q) To adopt a seal for the association.
- r) Hiring attorneys and other professionals.

- s) Any other powers and duties reserved to the board of directors in these bylaws.

Section 8. Association duties; restrictions; board of directors

discretion. The board of directors shall:

- a) Have the power to require that disputes between the association and unit owners or between two or more unit owners regarding Park Place be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.
- b) Promptly provide notice to unit owners of any legal proceedings in which the association is a party other than proceedings involving enforcement of rules, or covenants of restrictions, or to recover unpaid assessments or other sums due the association.
- c) Have the power to suspend any right or privilege of a unit owner that fails to pay an assessment, but may not:
 - 1) Deny a unit owner or other occupant access to owner's unit;
 - 2) Suspend a unit owner's right to vote except involving issues of assessments and fees; or
 - 3) Withhold services provided to a unit or a unit owner by the association if the effect of withholding the service would be to endanger the health, safety or property of any person.
- d) Have all other powers that may be exercised in this state by organizations of the same type as the association.
- e) The board of directors may determine whether to take enforcement action by exercising the association's power to impose sanctions or commencing an action for a violation of the bylaws and rules, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The board of directors does not have a duty to take enforcement action if it determines that under the facts and circumstances presented:
 - 1) The association's legal position does not justify taking any or further enforcement action;
 - 2) The covenant, restriction, or rule being enforced is, or is likely to be construed as inconsistent with law;
 - 3) 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
 - 4) It is not in the association's best interests to pursue an enforcement action.
- f) The board of director's decision under subsection (e) not to pursue enforcement under one set of circumstances does not prevent the

board of directors from taking enforcement action under another set of circumstances, but the board of directors may not be arbitrary or capricious in taking enforcement action.

Section 9. Conflict of Interest. The members of the board of directors shall exercise the degree of care and loyalty to the association required of an officer or director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under existing law.

ARTICLE IV. MEETINGS OF DIRECTORS

Section 1. Open Meetings; Executive Session Restrictions. Meetings of the board of directors and committees of the association authorized to act for the association must be open to the unit owners except during executive sessions. The board of directors and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session.

Section 2. Organization Meeting. The first meeting of the newly elected board of directors shall be held within fifteen (15) days following the meeting of the unit owners at which the board is elected.

Section 3. Regular Meetings. A regular meeting of the board of directors shall be held immediately after, and at the same place as the annual meeting or substitute annual meeting of the unit owners. The board of directors may provide by resolution the time and place for the holding of a regular meetings of the board.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or with the request of the president or by any three directors.

Section 5. Notice of Any Board Meetings. The notice for any meeting must state the time, date, and place of the meeting and the items on the agenda.

Unit owners must be given a reasonable opportunity at any meeting to comment regarding any matter affecting the common interest community.

Section 6. Quorum. A simple majority of the number of directors fixed by these bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 7. Organization. Each meeting of the board of directors shall be presided over by the president, and in the absence of the president by any person selected to preside by vote of the majority of the directors present.

Section 8. Record Keeping Requirements. The association or its agents must retain the following for five years unless otherwise provided:

- a) Detailed records of receipts and expenditures affecting the operation and administration of the association and other appropriate accounting records;
- b) Minutes of all meetings of its unit owners and board of directors other than executive sessions, a record of all actions taken by the unit owners or board of directors without a meeting, and a record of all actions taken by a committee in place of the board of directors on behalf of the association;
- c) The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the addresses at which the association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast.
- d) Its original or restated organizational documents, bylaws and all amendments to them and rules currently in effect;
- e) All financial statements and tax returns of the association for the past three years;
- f) A list of the names and addresses of its current board of directors' members and officers;
- g) Financial and other records sufficiently detailed to enable the association to comply with other requirements of law;
- h) Copies of current contracts to which it is a party;
- i) Records of board of directors or committee actions to approve or deny any requests for design or architectural approval from unit owners; and
- j) Ballots, absentee votes, and other records related to voting by unit owners for one year after the election, action, or vote to which they relate.

Section 9. Records Open to Unit Owners. All records retained by an association must be made available for examination and copying by a unit owner at the offices of the current management company of Park Place Condominiums.

- a) During reasonable business hours or at a mutually convenient time and location; and
- b) Upon 10 days written notice reasonably identifying the specific records of the association requested.

Records retained by the association may be withheld from inspection and copying to the extent that they concern:

- a) Personnel, salary, and medical records relating to specific individuals;
- b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;

- d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the bylaws or rules;
- e) Communications with the association's attorney which are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- f) Information the disclosure of which would violate law other than this act;
- g) Records of an executive session of the board of directors; or
- h) Individual unit files other than those of the requesting owner.

Section 10. Copy Fees. The association may charge a reasonable fee for providing copies of any records under this section and for supervising the unit owner's inspection.

- a) A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the unit owner. Copied records may be used for any reasonable purposes other than for commercial purposes.
- b) The association is not obligated to compile or synthesize information.

Section 11. Indemnification of Directors, Officers and Others. The association shall indemnify any director or officer or former director or officer of the association against expenses (including attorney's fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made a party) by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members of disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the association, or is or was serving at the request of the association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity or

arising out of his status as such, whether or not the association would have the power to indemnify him against such liability.

The association's indemnity of any person who is or was a director, officer, employee or agent of the association, or is or was serving at the request of the association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Section 11 or elsewhere in these bylaws shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

Section 12. Fidelity Bonds. The board of directors may require all officers and employees of the association handling or responsible for association funds to be covered by an adequate fidelity bond. The premiums on such bonds shall constitute a common expense.

Section 13. Liability of Individual Members of the Board of Directors. The members of the board of directors shall act in good faith in all matters concerning the common good of all unit owners. Each board member shall bear no personal liability as a board of director except for the following:

- a) Any breach of the director's duty of loyalty to the association or its unit owners;
- b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- c) For any transaction from which the director derived an improper personal benefit.

ARTICLE V. OFFICERS

Section 1. Election and Term. Following the annual meeting, the officers of the association shall be selected by and from among the elected board of directors.

Section 2. President. The president shall be the principal executive officer of the association and, subject to the control of the board of directors, shall supervise and control the management of the association. The president shall when present, preside at all meetings of the board and of the unit owners, and in general, shall perform all duties incidental to the office of the president and such other duties as may be prescribed from time to time by the board.

Section 3. Vice President. The vice president, in the absence or disability of the president, shall assume the role of president.

Section 4. Secretary. The secretary shall keep accurate, detailed records of the acts and proceedings of all meetings of unit owners and directors. He shall give, or cause to be given, all notices required by law and by these bylaws. He shall have general charge of the minute books and records of both the association and the board of directors. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incidental to the office of secretary and such other duties as may be assigned him from time to time by the president or by the board of directors.

Section 5. Treasurer. The treasurer shall have custody of all association funds and securities and shall receive, deposit or disburse the same under the direction of the board of directors. He shall keep full and accurate accounts of the finances of the association in books especially provided for the purpose. He shall cause a true statement of its assets and liabilities as of the close of each fiscal year, and the results of its operations and of changes in common profits for each fiscal year, all in reasonable detail, to be prepared and distributed to all unit owners and members of the board of directors on or before the 15th day of the third month following the close of each fiscal year. The statement so filed shall be kept available for inspection by any unit owner for a period as required by law. The treasurer shall mail or otherwise deliver a copy of the latest such statement to each unit owner annually covering the preceding calendar year. The treasurer shall also prepare and file or cause to be done all reports and returns required by federal, state or local law and shall generally perform all other duties as may be assigned to him from time to time by the president or the board of directors.

The board shall not approve the payment of bills or invoices which were not previously authorized by board action unless it is determined by the board of directors, in regular open session, that the service performed was sufficiently necessary or expedient to justify payment. Anyone submitting unauthorized bills or invoices shall do so at his own risk, recognizing that the board may reject payment.

ARTICLE VI. OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of the Common Charges. The board of directors shall from time to time, and at least annually, prepare a budget for the condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the condominium, and allocate and assess such common charges among the unit owners according to their respective unit interests.

The common expenses shall include such amounts as the board of directors may deem proper for the operation and maintenance of the property. It shall be the duty of the board of directors to maintain a reserve account.

The common expenses may also include such amounts as may be required for the purchase by the board of directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit which is to be sold at a foreclosure or other judicial sale.

The board of directors shall advise all unit owners, promptly in writing, of the amount of common expenses payable by each of them, respectively, as determined by the board of directors, as aforesaid, and shall furnish copies of each budget on which such common expenses are based, to all unit owners.

Section 2. Payment of Common Charges. All unit owners shall be obligated to pay the common expenses assessed by the board of directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the board shall determine.

Section 3. Collection of Assessments. The board of directors shall assess common expenses against the unit owners from time to time and at least monthly and shall take prompt action to collect any common expenses which remain unpaid for more than thirty (30) days from the due date for payment thereof.

The board of directors shall notify the holder of the first mortgage on any unit (of which it has notice) for which any common expenses assessed pursuant to these bylaws remain unpaid for more than thirty (30) days from the due date for payment thereof and in any other case where the unit owner of such unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 4. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the board of directors the common expenses as determined by the board, such unit owner shall be obligated to pay interest on such common expenses from the due date thereof at the maximum lawful rate, together with all expenses, including reasonable attorney fees incurred by the board in any proceeding brought to collect such unpaid common expenses.

The board shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including reasonable attorney fees, in an action to recover a money judgment for the same brought against such unit owner, or by foreclosure of the lien on such unit in like manner as a mortgage of real property.

The board of directors shall also have the right to impose uniform late payment charges for delinquent common expenses payments, which charges shall also be recoverable by the proceedings specified above.

Section 5. Lien and Personal Obligation. All common expenses provided for in this article, together with the interest and expenses, including reasonable

attorney fees as provided for herein, shall be a charge on and a continuing lien upon the unit against which the assessment is made, which such lien shall be prior to all other liens excepting only (i) tax liens on the unit in favor of any assessing unit and special district and (ii) all sums unpaid on a first mortgage of record.

Section 6. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the board of directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

The board of directors, acting on behalf of all unit owners, or on behalf of any one or more individual unit owners if so instructed, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same.

In the event a mortgagee holding a first mortgage of record on a unit or other purchaser (other than the association) purchases and takes title to a unit as a result of a foreclosure, or proceedings held in lieu of foreclosure by the mortgagee, with respect to the first mortgage on such unit, such acquirer of title, his successor and assigns, shall not be liable for the share of the assessment for common expenses of the association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer.

Section 7. Statement of Common Charges. The board of directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common expenses due from such unit owner. The board may charge a reasonable fee for providing such written report.

Section 8. Abatement and Enjoinment of Violations by Unit Owners and Suit for Damages. The violation of any rule or regulation adopted by the board of directors or the breach of any bylaw contained herein, shall give the board the right, in addition to any other rights set forth in these bylaws or at law or in equity:

- a) Enter the unit in which or as to which such violation or breach exists and to summarily abate and remove at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; and/or
- b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting unit owner and/or

- c) Maintain an appropriate legal action for damages resulting from such breach.
- d) Recovery of attorney fees.

Section 9. Maintenance and Repair. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities resulting from his failure to maintain and repair his unit.

Each unit owner shall, at his sole cost and expense, maintain in good condition, order and repair his unit and all appliances, wiring, utility lines, plumbing, and fixtures which are a part of his unit and any heating and air conditioning equipment and lines or other facilities exclusively serving his unit (even though located outside the unit in whole or in part).

All maintenance, repairs and replacements to the common areas and facilities (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to and paid by such unit owner), shall be made by the board and be charged to all the unit owners as a common expense; provided, however, there is excluded from the provisions contained in this section any repairs necessitated by casualty insured against by the board of directors to the extent the board receives insurance proceeds for such repairs.

Section 10. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, or any change in the exterior appearance thereof or to any limited common areas and facilities, without the prior written consent thereto of the board of directors. The board shall have the obligation to answer any such written request by a unit owner within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the board of directors to the proposed addition, alteration, improvement or change.

Section 11. Use of Common Areas and Facilities. A unit owner shall not interfere with the use of the common areas and facilities by the remaining unit owners and their families and guests.

Section 12. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or any other person authorized by the board of directors or the manager:

- a) For the purpose of making inspection; or
- b) For the purpose of correcting any condition originating in his unit or threatening another unit or the common areas and facilities; or
- c) For the purpose of performing installations, alterations or repairs to the mechanical or electrical equipment or other common areas and facilities in or adjoining his unit;

Provided, however, such requests for entry (except in the case of emergencies where no request shall be required) shall be made in advance at a time reasonably convenient to the unit owner.

In the case of an emergency, such right of entry shall be immediate whether the unit owner is present at the time or not.

Section 13. Rules of Conduct. Rules and regulations concerning the use of the units and the common areas and facilities shall be promulgated and amended by the board of directors.

Copies of such rules and regulations shall be furnished by the board to each unit owner 30 days prior to the time when the same shall become effective.

Infraction of rules and regulations may result in fines assessed by the board of directors against the owner(s) and/or person(s) responsible for the infraction. (See rules and regulations.)

ARTICLE VII. DAMAGE OR DESTRUCTION TO IMPROVEMENTS

If the improvements (defined as the buildings and other improvements on the land, including the units, but excluding any unit owner items) shall be damaged or destroyed in whole or in part, then the board of directors shall proceed with due diligence to adjust all claims on hazard insurance maintained by the association and shall secure competitive bids or estimates from at least two contractors to perform the repair and restoration of the improvements.

The board of directors shall call a meeting of the unit owners to take place upon the earlier of (i) the date 10 days after final adjustment of any claims on such hazard insurance and receipt of such bids or estimates or (ii) 100 days after the date of such damage or destruction. The purpose of such meeting shall be to decide by a majority vote or 51% of unit owners as to whether to repair, reconstruct and rebuild the improvements.

ARTICLE VIII. AMENDMENT TO BYLAWS

These bylaws may be amended by a vote of unit owners cast in person or by absentee vote at a meeting duly held in accordance with the provisions of these bylaws. A description of any proposed amendment shall accompany the notice of any meeting at which such proposed amendment is to be voted upon. All unit owners shall be bound to abide by any such amendment upon the same being passed and duly recorded.

Such amendments shall be effective thirty (30) days after approval of a majority or 51% of unit owners and having been duly recorded according to Kansas law.

ARTICLE IX. COMPLIANCE WITH BYLAWS, RULES AND REGULATIONS.

Each unit owner shall comply strictly with the bylaws and with the rules and regulations adopted by the board of directors and unit owners.

Failure to comply with any of the same shall be grounds for an action to recover sums due for fines, damages or injunctive relief or all assessed by the board of directors on behalf of the association.

CERTIFICATE OF APPROVAL

On this 17 day of January 2012, the amended bylaws of Park Place Condominium Association, Inc., a non-profit corporation, were approved and accepted by a quorum of two-thirds of voting members who were present at the annual meeting of the association.

Jill Klose
President, Jill Klose
Park Place Condominium Assn., Inc

Elisabeth Birky
Secretary, Elisabeth Birky
Park Place Condominium Assn. Inc.

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On this date personally appeared before me, a Notary Public for the above-named County and State, the above-named Jill Klose who is personally known to me to be the same person who executed the foregoing instrument in writing and duly acknowledged execution of the same.

IN WITNESS WHEREOF, I have herewith subscribed my name and affixed my official seal this 17th day of January, 2012.

Debby L. Swank
Notary Public

DEBBY L. SWANK
Notary Public-State of Kansas
My Appt. Expires 5-24-2015

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On this date personally appeared before me, a Notary Public for the above-named County and State, the above-named Elisabeth Birky who is personally known to me to be the same person who executed the foregoing instrument in writing and duly acknowledged execution of the same.

IN WITNESS WHEREOF, I have herewith subscribed my name and affixed my official seal this 17th day of January, 2012.

DEBBY L. SWANK
Notary Public-State of Kansas
My Appt. Expires 5-24-2015

Debby L. Swank
Notary Public

Transition Annual Meeting. Because board officers are to be elected at the annual meeting held in January 2012, no elections will be held at the June 2012 annual meeting. The sole purpose of that first annual meeting to be held in June 2012 will be to present an annual budget.

Board officers whose terms would expire in January 2013 will have their terms extended by six months so that the board elections for 2013 will take place at the annual meeting to be held in June of that year.

Additionally, board officers whose terms would expire in January 2014 will have their terms extended six months so that the board elections for 2014 will take place at the annual meeting to be held in June of that year.