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BYLAWS
OF
THE PRESERVE AT STRATTON OAKS HOMES ASSOCIATION

ARTICLE I
General

Section 1. **Name.** The name of the Association is The Preserve at Stratton Oaks Homes Association.

Section 2. **Not for Profit.** The Association is a corporation not organized for profit, and no dividends shall be declared by the board of directors nor shall any part of the net earnings or income of the Association be distributed to its members.

Section 3. **Corporate Purpose.** The Association has been organized to take all actions and do all things necessary or desirable to carry out the obligations and exercise the rights and powers imposed upon or given to the Association pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions for Stratton Oaks Homes Association executed by Pulte Homes of Greater Kansas City, Inc., a Michigan corporation (together with its successors or assigns under the Declaration, "**Declarant**"), and recorded with the Register of Deeds for Johnson County, Kansas, on January 25, 2005, in Book 200501 at Page 008108, as Document No. 20050125-0008108, as amended by the First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded on August 4, 2005, in Book 200508, Page 002834 as Document No. 20050804-002834 (as the same may be hereafter amended, the "**Declaration**").

Section 4. **Principal Office.** The principal office of the Association shall be located at 15700 College Boulevard, Suite 201, Lenexa, Kansas 66219, or at such other place in Johnson County, Kansas, as may be designated from time to time by resolution of the Board.

Section 5. **Other Offices.** The Association may also have offices at such other places both within and without the State of Kansas as may be designated from time to time by resolution of the Board.

ARTICLE II
Declaration; Control by Declarant

Section 1. **Declaration.** The Association is formed pursuant to the Declaration. Capitalized terms used in these Bylaws and not otherwise defined herein shall have the meanings set forth in the Declaration. If any provision of these Bylaws, as the same may be hereafter amended, is inconsistent with any provision of the Declaration, the provisions of the Declaration shall govern and control.

Section 2. **Control by Declarant.** Notwithstanding anything seemingly to the contrary contained in these Bylaws, as the same may be hereafter amended, Declarant shall have

and maintain absolute and exclusive control of the Association and the Appearance Control Committee, including appointment and removal in Declarant's sole discretion of all officers and directors of the Association and all members of the Design Review Committee, until the date set forth in Section 3.1 of the Declaration (the "**Turnover Date**"). Until the Turnover Date, Declarant will be entitled to cast all votes with respect to the election and removal of all officers and directors of the Association and members of the Appearance Control Committee and with respect to any other matter requiring the vote or approval of members of the Association or the Appearance Control Committee as set forth in the Declaration, these Bylaws or the Association's Articles of Incorporation, as the same may be hereafter amended.

Section 3. Declarant's Lender. If any lender to which Declarant assigns as security all or substantially all of Declarant's rights under the Declaration shall succeed to Declarant's interest by virtue of such assignment, and such lender shall hold Declarant's membership and voting rights on the same terms as they were held by Declarant.

ARTICLE III **Membership and Voting Rights**

Section 1. "Member" shall mean and refer to every person or entity that holds a membership in the Association, including Declarant and any beneficiary of a trust holding legal title to one or more Lots.

Section 2. Membership. Every Owner, including Declarant, shall be a Member of the Association, and each Owner, by acceptance of a deed for his Lot, covenants and agrees to be a Member of the Association, whether or not it shall be so expressed in any such deed or other conveyance. Ownership of a Lot shall be the sole qualification for membership, and there shall be only one (1) membership per Lot. Each Member shall have one (1) vote, which shall be exercised in person or by proxy by the Owner (or the person designated by an Owner comprised of more than one person and/or entity to hold such Owner's membership). However, no proxy shall be voted after three years from its date unless the proxy provides for a longer period. There shall be no cumulative voting in the election of directors or with respect to any other matter.

Section 3. Transfer of Membership. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make such a transfer except by the sale or encumbrance of a Lot is hereby deemed to be null and void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot. Members are required to provide the Association written notification upon the transfer, alienation or sale of their Lot to a new Owner.

Section 4. Mortgagees. Notwithstanding the provisions of Section 2 of this Article, if an Owner has granted an irrevocable proxy or otherwise pledged the voting rights appurtenant to such Owner's membership in the Association to a mortgagee as additional security, the votes of such mortgagee shall be recognized if a copy of the proxy or other instrument pledging such voting rights has been provided to the Association. If more than one such instrument is provided,

the Association shall recognize the rights of the mortgagee under the instrument first provided and not revoked in writing. During the pendency of any proceeding to foreclose a mortgage (including any period of redemption), the mortgagee, or a receiver appointed in any such action, may (but need not), if and to the extent permitted by such mortgage or by the other documents evidencing or securing the loan secured by such mortgage, exercise any or all of the rights and privileges of the Owner under the Declaration and these Bylaws, including the right to exercise the voting rights appurtenant to such Owner's membership in the Association in the place and stead of the Owner. The provisions of this Section 4 are subject to the provisions of Section 2 of Article II relating to control by Declarant until the Turnover Date.

Section 5. Members of Record. A Member shall not be deemed a "member of record" and shall not be entitled to vote on any matter unless and until the Association has received notice of such Member's name and address, the name and address of the secured party holding the first mortgage on the Lot, if any, and the name of the Owner, if there are multiple Owners of a Lot, who shall be authorized to cast the vote with respect to the Lot. The Association shall have no duty or obligation to examine the real estate records or otherwise investigate or determine who are the Owners of Lots within the Property at any time, but may, upon receipt of notice of a Member's name and address, request evidence of record ownership of fee title to the Lot or Lots to which membership pertains. The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.

Section 6. Default under Declaration. The voting rights of any Member who is in default in the performance or observance of any covenant or obligation of an Owner under the Declaration shall be suspended, and such Member shall not be entitled to vote on any matter or decision, during the continuance of such default. The determination of whether any Member is so in default, and the time period during which such default exists, shall be made by the Board acting in good faith.

ARTICLE IV

Meetings and Actions of Members

Section 1. Annual Meetings. Until the Turnover Date (as defined in Section 2 of Article II hereof), Declarant, in its sole discretion, shall determine whether or not an annual meeting of the Members shall be held. If Declarant determines that no such meeting shall be held in any year, no notice need be given to the Members of such fact, but if Declarant determines that such meeting shall be held in any year, the meeting shall be noticed and held in the manner provided in these Bylaws for annual meetings of the Members after the Turnover Date. Any such annual meeting of the Members called by Declarant prior to the Turnover Date shall be solely for the purpose of consulting with the Members on such matters as Declarant may determine, and the Members shall have no voting rights with respect to any such matters. After the Turnover Date, the annual meeting of the Members shall be held during the first quarter of each year on such date as shall be set from time to time by the Board for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. Until the Turnover Date, Declarant, in its sole discretion, shall determine whether or not any special meeting of the Members shall be called

and held. If Declarant determines that such a meeting shall be held, the meeting shall be noticed and held in the manner provided in these Bylaws for special meetings of the Members after the Turnover Date. Any such special meeting of the Members called by Declarant prior to the Turnover Date shall be solely for the purpose of consulting with the Members of such matters as Declarant may determine, and the Members shall have not voting rights with respect to any such matters. After the Turnover Date, a special meeting of the Members may be called at any time, for any purpose or purposes, by Declarant (so long as Declarant is a Member of the Association), by the President, by the Board, or upon the written demand of at least five percent (5%) of the Members in number, and as provided for in the Declaration. Such demand of the Members shall be signed, dated and delivered to any corporate officer and shall state the purpose or purposes of the proposed meeting. The close of business on the thirtieth (30th) day before delivery of the Members' demand for a special meeting is the record date for the purpose of determining whether the 5% requirement has been met. Business transacted at any special meeting of the Members shall be limited to the purposes stated in the notice of such meeting.

Section 3. Place of Meetings. All meetings of the Members shall be held at such place or places as may from time to time be fixed by the Board, or as shall be specified in the notices or waivers of notice thereof, and if the Board shall fail to fix the place for any meeting, such meeting shall be held at the Association's principal office.

Section 4. Notice of Meetings. Except when waived, written or printed notice of each meeting of the Members, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be personally delivered or given by first-class or registered mail not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member of record entitled to vote at such meeting.

Section 5. Waiver of Notice. Any notice provided or required to be given to the Members may be waived in writing by any of them, whether before or after the time of the meeting with respect to which such notice was to be given. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where the Member at the beginning of the meeting expressly objects to holding the meeting or transacting business at the meeting because the meeting is not lawfully called or convened.

Section 6. Membership List. The officer or other person designated by the Board who has charge of the membership records of the Association shall prepare, at least ten (10) days before each meeting of the Members, a complete list of the Members of record, arranged in alphabetical order, and showing the address of each such Member. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours at least ten (10) days prior to the meeting and continuing through the meeting, either at a place within the city where the meeting will be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member who is present. The membership list shall be the only evidence as to who are the Members of record entitled to examine the same or the books of the Association or to vote in person or by proxy at any meeting of the Members.

Section 7. **Quorum.** At any meeting of the Members after the Turnover Date, unless otherwise specified to the contrary in any provision of these Bylaws, the presence of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. The Board shall have the power and authority, in its own discretion, to reduce the quorum requirement to no less than five percent (5%) if the Association is unable to secure the 10% minimum at any properly called meeting of the Members or written ballot initiative.

Section 8. **Action at Meetings.** When a quorum is present at any meeting of the Members after the Turnover Date, the majority of votes of the Members who are present in person or by proxy shall decide any question brought before such meeting for a vote, unless the question is one upon which an express provision of the laws of the State of Kansas, the Declaration or the Association's Articles of Incorporation requires a different vote, in which case such express provision shall govern and control the decision on such matter.

Section 9. **Action Without a Meeting.** After the Turnover Date, any action which may be taken by the Members may be taken without a meeting if a consent or agreement in writing, setting forth the action so taken or approved, shall be signed by all of Members with respect to the subject matter thereof. Such agreement or consent shall be filed in the minute book of the Association.

Section 10. **Members' Right of Inspection.** Any Member of record, in person or by an attorney or other agent, upon written demand to the Association stating the purpose thereof, shall have the right during usual business hours to inspect, for any purpose reasonably related to such person's interest as a Member, the Association's Bylaws, membership list, books of account, records of the proceedings of the Members and directors, and the Association's other books and records, and to make copies or extracts therefrom at such Member's sole expense. When an attorney or other agent is the person who seeks to inspect any of such books or records, the demand to the Association shall be accompanied by a power of attorney or other written authorization to so act on behalf of the Member.

ARTICLE V **Directors**

Section 1. **Management.** All powers of management, direction and control of the Association, its properties and business affairs shall be vested in a board of directors (the "**Board**"). The directors, who need not be Members of the Association, shall act only as a board, and the individual directors shall have no power as such.

Section 2. **Number.** The initial number of directors which shall constitute the whole board shall be three (3). The first Board of this Association shall be the persons named in the Articles of Incorporation, or their successors. Until the Turnover Date, the number of directors may be changed by an amendment of these Bylaws adopted by the directors; provided, however, the number of directors shall always be an odd number equal to or greater than three (3). After the Turnover Date, the number of directors may be changed by an amendment of the Bylaws

adopted in the manner provided in Article X hereof; provided, however, the number of directors shall always be an odd number equal to or greater than three (3).

Section 3. **Selection.** Until the Turnover Date, Declarant shall from time to time appoint, remove and replace all directors in its sole discretion. After the Turnover Date, the directors shall be elected by the Members of the Association at the annual meeting of the Members, or, in the case of vacancies on the Board, selected in the manner provided in Section 4 of this Article.

Section 4. **Vacancies.** Until the Turnover Date, any vacancies, however created, and any newly created directorships resulting from an increase in the number of directors, shall be filled by appointment by Declarant. After the Turnover Date, any vacancies, however created, and any newly created directorships resulting from an increase in the number of directors, shall be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and each director so chosen shall hold office until the end of the term for which his or her predecessor was elected, unless sooner displaced as provided in this Article. If, at any time after the Turnover Date there are no directors in office, then either (a) any officer or any Member of the Association may call a special meeting of the Members, in accordance with the provisions of Section 2 of Article IV hereof, for the purpose of electing directors, or (b) the Members may elect a new Board by written consent as provided in Section 9 of Article IV, and each director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced as provided in this Article.

Section 5. **Election and Term of Office.** After the Turnover Date, directors shall be elected by the Members at any annual meeting of the Members. The elected directors shall serve for staggered three (3) year terms of offices. At the expiration of the initial term of office of each such director, his or her successor shall be elected to serve a term of three (3) years and thereafter, all directors shall be elected to serve terms of three (3) years. Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. **Removal.** After the Turnover Date, any one or more directors, whether selected by the directors or by the Members, may at any time be removed from office, with or without cause, at any special meeting of the Members called for such purpose, by a majority of the votes of the Members who are present in person at such meeting or by proxy. A director elected by the board to fill the vacancy of a director elected by the members may be removed without cause by the members, but not the board.

Section 7. **Resignation.** Any director may resign at any time upon written notice to the Association. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Association, and the acceptance of such resignation shall not be necessary to make it effective.

Section 8. **Compensation.** No director shall receive compensation for the services he or she may render to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties as a director.

ARTICLE VI
Meetings and Actions of Directors

Section 1. Annual and Regular Meetings. Until the Turnover Date, the Board, in its sole and absolute discretion and upon majority vote of the directors, shall determine whether an annual meeting of the Board (an "Annual Board Meeting") shall be called and held. An Annual Board Meetings called prior to the Turnover Date shall be noticed and held as provided in this ARTICLE VI. All Annual Board Meetings held prior to the Turnover Date shall be convened during the first quarter of the calendar year, on such date as the Board shall designate. After the Turnover Date, an Annual Board Meeting shall be held each calendar year immediately following the annual meeting of the Members, at the location of such meeting of the Members or such other place as may be selected by the Board.

Section 2. Special Meetings. Special meetings of the Board may be called at any time by the President or at least twenty percent (20%) of the directors then in office. A special meeting may be held at any place within or without the State of Kansas as designated in the notice of such meeting.

Section 3. Notice of Special Meetings. Written notice of each special meeting of the Board, stating the place, day and hour of the meeting, and the business to be conducted at such meeting, shall be either (a) mailed to each director at his or her residence or place of business at least three (3) days before the day on which the meeting is to be held, or (b) personally delivered or sent by overnight courier or by fax at least two (2) days before the day on which the meeting is to be held. The notice may be given by any person having authority to call the meeting as provided in Section 2 of this Article. Any meeting of the Board shall be deemed properly called and convened without any notice thereof having been given if all directors shall be present.

Section 4. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them, whether before or after the time of the meeting with respect to which such notice was to be given. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting unless the director, upon arriving at the meeting, objects to the meeting because the meeting is not lawfully called or convened.

Section 5. Quorum. At any meeting of the directors, a majority of the directors then holding office shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, the directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Action at Meetings. When a quorum is present at any meeting of the directors, the vote of a majority of the directors present at such meeting shall be the act of the Board.

Section 7. Action Without a Meeting. Any action by the directors may be taken without a meeting if a consent or agreement in writing, setting forth the action so taken or approved, shall be signed by all of the directors then holding office. Such agreement or consent

shall be filed in the minute book of the Association and shall be effective when the last director signs the consent or agreement unless the consent specifies a different effective date.

Section 8. Conference Telephone and Similar Communications. Any director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall be deemed to constitute presence in person at such meeting.

ARTICLE VII **Officers**

Section 1. Selection. Until the Turnover Date, Declarant shall from time to time appoint, remove and replace all officers of the Association, in Declarant's sole discretion. After the Turnover Date, the officers shall be elected by the Board at each annual meeting, or at such other times as the board deems necessary or appropriate. Such officers shall include a President, a Secretary and a Treasurer and may also include a Vice President and such other officers and assistant officers as the Board may from time to time determine, each of whom shall serve for a term of one year. Any number of offices may be held by the same person. Officers need not be directors of the Association.

Section 2. Duties. The officers of the Association shall have the following duties:

a. **President.** The President shall be the chief executive and operating officer of the Association, with general executive powers and duties of supervision and management of the business of the Association, and shall see that all orders and resolutions of the Board are carried out. The President shall execute all contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association except when the execution thereof is expressly delegated by these Bylaws or by the Board to some other officer or agent of the Association. The President shall preside at all meetings of the Members and directors at which the President is present, and shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws.

b. **Vice President.** The Vice President shall perform such duties and have such powers as the Board may from time to time prescribe or which the President may from time to time delegate. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall execute contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association, and shall preside at all meetings of the Members and directors, except that if the Vice President is not available to preside at a meeting of the Board, the President shall designate a member of the board to so preside.

c. **Secretary and Assistant Secretary.** The Secretary or Assistant Secretary shall record all proceedings of the Board and the Members in a book to be kept for that purpose and shall perform like duties for committees when required. The Secretary may also give, or cause to be given, notices of all meetings of the Members and special meetings of the Board, and

shall keep, or cause to be kept, a list of Members of record, and shall perform such other duties as may be prescribed by the Board or which the President may from time to time delegate. The Secretary, or such other person as the Board designates, shall have custody of the corporate seal of the Association and shall have authority to affix the seal to any instrument requiring it. The Secretary or an Assistant Secretary may attest any document or instrument signed by the President, Vice President or other authorized person on behalf of the Association.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or, if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe, or which the President may from time to time delegate.

d. **Treasurer and Assistant Treasurer.** The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. Subject to the provisions of this Article, the Treasurer shall disburse the funds of the Association, keeping appropriate records of such disbursements, and shall render to the Board, at its regular meetings or when the Board so requires, an account of all transactions as Treasurer and of the financial condition of the Association. If required by the Board, the Treasurer, or any Assistant Treasurer, shall give the Association a bond (which shall be renewed as often as the Board requires), in such amount and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of this office.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe, or which the President may from time to time delegate.

Section 3. **Vacancies.** Until the Turnover Date, any vacancies, however created, and any newly created offices, shall be filled by appointment by Declarant. After the Turnover Date, any vacancies, however created, and any newly created offices, shall be filled by the Board, and each officer so chosen shall hold office until the next annual election, unless sooner displaced as provided in this Article, and until his or her successor is duly chosen and qualified.

Section 4. **Removal.** After the Turnover Date, all officers shall serve at the pleasure of the Board, and any one or more officers may at any time be removed from office, with or without cause, by the Board.

Section 5. **Resignation.** Any officer may resign at any time upon written notice to the Board. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Board and the election and qualification of the

resigning officer's successor, and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Compensation. The compensation of all officers of the Association shall be as fixed by the Board from time to time.

ARTICLE VIII **Committees**

Section 1. Appearance Control Committee. As provided for in further detail in the Declaration, the Association shall have an Appearance Control Committee (the "**Committee**") which shall consist of three (3) Members designated and replaced from time to time by Declarant or by the Board as provided in the Declaration. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Property is developed with a unit or home and is sold to a third party purchaser, and said power and duty of Declarant to designate and replace members of the Committee shall cease at the time the last Lot of the Property is developed with a unit or home and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of the Association or in a committee duly appointed by such Board.

Section 2. Term; Successors; Compensation; Liability.

a. Each member of the Committee shall serve on the Committee until such member resigns or is removed by the party who appointed such member to serve on such Committee. Without limiting the foregoing, the appointing party may remove its appointed member of the Committee at any time for any reason.

b. In the event of the death, resignation or removal by the appointing party of any member of the Committee, such appointing party shall have full authority to designate and appoint a successor within a reasonable period of time. If no such appointment is made on a timely basis, the remaining member(s) of the Committee shall appoint a successor member.

c. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 3. Authority. The Committee shall have the rights, powers, duties and obligations set forth in the Declaration.

Section 4. Termination. The Committee shall cease to exist on the date on which, with the prior written approval of Declarant (if the Committee was created and sanctioned by the Declarant and the Declarant has not relinquished control or its right to give such approval) or the Board, all the members of the Committee file a document declaring the termination of the Committee.

Section 5. Other Committees. The Association may have such other committees as may be deemed necessary or desirable from time to time, the members of which shall be appointed and shall have such rights, powers, duties and obligations as shall be determined by the Board.

ARTICLE IX **Notices; Record Date**

Section 1. Written Notice. Except as may be otherwise required by the laws of the State of Kansas, all notices to directors and Members of record shall be in writing and given in the manner provided in these Bylaws.

Section 2. Waiver. Whenever any notice is required to be given by the laws of the State of Kansas or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 3. Record Date. The Board shall have the power to establish a date which is not less than ten (10) days nor more than sixty (60) days preceding the date of any meeting of Members or the date established for the making of any decision by the Members without a meeting, as the record date for determination of who are the Members of record entitled to vote thereon; and if the Board establishes such a record date, then only the persons who are Members of record on such date shall be entitled to notice of and to vote at such meeting or any adjournment thereof or to vote on any such decision (subject, however, to all of the other provisions of these Bylaws regarding voting rights).

ARTICLE X **Amendments**

Until the Turnover Date these Bylaws may be amended, altered or repealed by the Declarant. Thereafter, these Bylaws may be amended, altered or repealed by a vote of the directors or the Members in accordance with the terms of these Bylaws. No amendment shall be contrary to or supersede the provisions of the Declaration or the Articles of Incorporation.

ARTICLE XI **Indemnification**

Section 1. General. The Association shall indemnify and hold harmless every director and officer, his or her heirs, executors and administrators, against all loss, cost, judgment and expense, including attorneys' fees, to the fullest extent permitted by the laws of the State of Kansas, as amended from time to time. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in connection with the defense of a civil or criminal action, suit or proceeding or in connection with the initiation of an action, suit or proceeding by such person to enforce his right to indemnification and advancement of expenses pursuant this section, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on

behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association. In no event shall any advance be made in instances where the Association reasonably determines that such person's conduct was knowingly fraudulent, deliberately dishonest or willful misconduct. The Association may obtain indemnification insurance for such purpose. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions and any premiums for indemnification insurance shall be treated and handled by the Association as a common expense; provided, however, that nothing in this Article XI shall be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or damage or liabilities incurred by him or her solely in his or her capacity as an Owner.

Section 2. Definition of Association. For purposes of this Article, references to "the Association" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify any person identified in Section 1 of this Article, so that any such person who served in any such capacity for such constituent corporation, or is or was serving in any such capacity at the request of such constituent corporation, shall stand in the same position under this Article with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 3. Continuance of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to an indemnified person who has ceased to serve in such capacity and shall inure to the benefit of the indemnified person's heirs, executors and administrators.

ARTICLE XII **COMPLIANCE**

These Bylaws are designed to comply with the requirements of the Kansas Corporation Code. In case any provision of these Bylaws shall conflict with the provisions of such statutes, the provisions of the statutes in question will apply.