

**AMENDMENT TO  
TIMBER RIDGE VILLAS  
DECLARATION OF RESTRICTIONS**

15th THIS AMENDMENT (this "**Amendment**") is made and entered into as of January 15th, 2014 by and among the persons who have executed this document in their capacities as owners of record of certain of the lots described below (collectively the "**Owners**") and KINBAN, INC., a Kansas corporation, as the developer of the real property described below (the "**Developer**").

**WITNESSETH:**

WHEREAS, the Developer is the current developer of the residential area in the City of Merriam, Johnson County, Kansas, commonly known as "Timber Ridge Villas"; and

WHEREAS, the Owners and the Developer desire to amend that certain Timber Ridge Villas Declaration of Restrictions dated February 14, 2008, and recorded with the Office of the Register of Deeds of Johnson County, Kansas (the "**Recording Office**"), in Book 200802 at Page 003889 (the "**Declaration**"); and

WHEREAS, the Declaration places certain covenants and restrictions upon the following described residential lots (the "**Lots**") and the following described common areas:

Lots 1 through 41, and Tract A, TIMBER RIDGE VILLAS  
REPLAT, a subdivision in City of Merriam, Johnson County,  
Kansas.

WHEREAS, the Owners and the Developer desire to amend the Declaration as provided herein;

NOW, THEREFORE, the parties hereto declare and agree as follows:

A. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Declaration.

B. The final sentence of Section 12 of the Declaration is hereby amended to read as follows:

“Any type or variety of grass may be planted so long as such grass is sodded and not seeded.”

C. Pursuant to Section 19(a) of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the owners of record of at least (60%) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

D. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

**THE DEVELOPER:**

KINBAN, INC.

By: [Signature]  
Name: Steve Dobratz  
Title: Vice President

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF KS        )

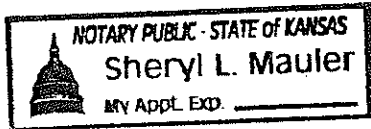
This instrument was acknowledged before me, a Notary Public, on January 15, 2014 by **Steve Dobratz**, as Vice President of KINBAN, INC., a Kansas corporation.

My Commission Expires:

6-14-17  
[SEAL]

[Signature]  
Notary Public in and for said County and State

Print Name: Sheryl L Mauler



**EXECUTION PAGE FOR DEVELOPER AS A LOT OWNER**

Lots Owned in Timber Ridge Villas Replat, Merriam, Johnson County, Kansas.

Lots 1, 2, 3, 8, 9, 10, 11, 12, 18, 19, 22, 23, 25, 26, 27, 29, 34, 37, 38, 39, 40  
and 41

The undersigned Lot Owner hereby approves and consents to the foregoing Amendment  
to Timber Ridge Villas Declaration of Restrictions.

Date: January 15, 2014

KINBAN, INC.

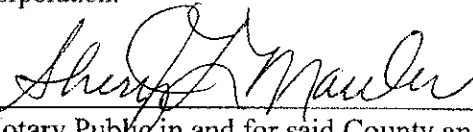
By:   
Steve Dobratz, Vice President

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF KS            )

This instrument was acknowledged before me, a Notary Public, on January 15, 2014 by **Steve Dobratz**, as Vice President of KINBAN, INC., a Kansas corporation.

My Commission Expires:

6-14-17  
[SEAL]

  
Notary Public in and for said County and  
State

Print Name: Sheryl L Mauler

**EXECUTION PAGE FOR LOT OWNERS**  
**(Entity)**

Lot(s) Owned in Timber Ridge Villas Replat, Merriam, Johnson County, Kansas.

Lots 5, 6, 28, 31 and 35

The undersigned Lot Owner hereby approves and consents to the foregoing Amendment to Timber Ridge Villas Declaration of Restrictions.

Dated: January \_\_\_\_\_, 2014.

SOUTH SUMMIT HOMES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on January \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of SOUTH SUMMIT HOMES, LLC, a \_\_\_\_\_ limited liability company.

My Commission Expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public in and for said County and State

Print Name: \_\_\_\_\_

458-478-5

**ARTICLES OF INCORPORATION  
OF  
TIMBER RIDGE VILLAS HOMES ASSOCIATION, INC.**

In compliance with the requirements of K.S.A. 17-6001 and for the purpose of forming a not-for-profit corporation, the undersigned, who is of lawful age, does hereby certify:

**ARTICLE I  
CORPORATE NAME**

The name of the corporation (the "Association") is:

Timber Ridge Villas Homes Association, Inc.

**ARTICLE II  
REGISTERED OFFICE AND RESIDENT AGENT**

The registered office of the Association is located in the State of Kansas at 1017 Harrison, Great Bend, Kansas 67350. The name of its resident agent at such address is W R Robbins.

**ARTICLE III  
NO CAPITAL STOCK**

The Association shall not have authority to issue capital stock.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The purpose for which the Association is formed is to act as a non-profit homes association (within the meaning of Internal Revenue Code Section 528) for the benefit of the property owners in the subdivision located in Johnson, Kansas commonly known as "Timber Ridge Villas" composed of the following described lots, to-wit:

Lots 1 through 41 and Tract A, TIMBER RIDGE VILLAS REPLAT,  
a subdivision of land in City of Merriam, Johnson County, Kansas.

and for the property owners in any other area or areas which may be brought within the jurisdiction of the Association as provided in the Declaration (as defined below) and for this purpose to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation and the Bylaws of the Association, as amended from time to time, and in that certain Timber Ridge Villas Homes Association Declaration recorded in Book 201012 at Page 007618 in the Office of the Register of Deeds, Johnson County, Kansas (the "Recording Office"),

and that certain Timber Ridge Villas Declaration of Restrictions recorded in Book 200802 at Page 003889 in the Recording Office, each as amended and supplemented from time to time (collectively, the "Declaration");

(b) Fix, levy, collect and enforce, by any lawful means, payment of all charges and assessments made pursuant to the terms of the Declaration or Bylaws of the Association; pay all expenses in connection therewith and all other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, or dispose of real or personal property in connection with the affairs of the Association; and

(d) Have and exercise any and all powers, rights and privileges which a corporation organized not-for-profit under the laws of the State of Kansas may now or hereafter have or exercise; provided, however, that none of the powers, rights or privileges of the Association shall be exercised to carry on activities (otherwise than as an insubstantial part of its activities) which are not in furtherance of the purpose for which the Association is formed.

#### **ARTICLE V** **MEMBERSHIP**

Except for the Developer (as defined in Article VI), membership in the Association shall be limited to persons or entities who are record owners of the fee interest or of an undivided portion of the fee interest in any Lot (as defined in the Declaration) which is now or hereafter within the jurisdiction of the Association. Persons or entities (other than a contract seller) who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

No member of the Association shall be individually or personally liable for the debts, liabilities or obligations of the Association.

#### **ARTICLE VI** **VOTING RIGHTS**

"Developer" means Kinban, Inc., a Kansas corporation, and its successors and assigns.

"Turnover Date" means the earlier of: (i) the date as of which 95% of the Lots in the Subdivision (as such terms are defined in the Declaration and as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date Developer, in its absolute discretion, selects as the Turnover Date for voting purposes or for all purposes under the Declaration.

Until the Turnover Date, the Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner (as defined in the Declaration) of a Lot, including the Developer as an Owner, shall be a Class B member.

Until the Turnover Date, all voting rights of the members shall be held by the Class A member, except that the Class B members shall have the right to vote on certain matters as set forth in the Declaration.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the Subdivision and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, when more than one person is the Owner of any particular Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot.

During any period in which a member is delinquent in the payment of any assessment levied by the Association under the Declaration, the voting rights of such member shall be suspended by the Board of Directors until such assessment is paid in full.

Where a Lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to serve, if elected or appointed, as a director of the Association. Such designation shall be made by filing a written instrument to that effect with the Association.

#### **ARTICLE VII** **BOARD OF DIRECTORS**

The business and affairs of the Association shall be managed by a board of directors. The first board of directors shall consist of two (2) persons, who shall be vested with the power and authority to adopt the initial Bylaws of the Association and who shall hold office until their respective successors have been duly elected and qualified or until their respective earlier resignation or removal, all as provided in the Bylaws. Thereafter, the number of directors shall be fixed by the Bylaws, as amended from time to time, and directors shall be elected or appointed in the manner and for the terms provided in the Bylaws.

The names and addresses of the persons constituting the first board of directors are:

<u>Name</u>	<u>Address</u>
Paul Romero	14231 Metcalf Avenue Overland Park, KS 66223
Jacinda Zerr	14231 Metcalf Avenue Overland Park, KS 66223

No officer or director of the Association shall be individually or personally liable for the debts, liabilities or obligations of the Association.

## **ARTICLE VIII** **INDEMNIFICATION**

The Association may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its Bylaws, by contract or in any other manner may agree to indemnify and protect any director, officer, employee or agent of the Association, to the fullest extent permitted by the laws of the State of Kansas; provided, however, that the only limitation upon the power granted to the Association by this paragraph shall be a prohibition against indemnification of any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

Without limiting the generality of the foregoing provisions of this Article VIII, to the fullest extent permitted or authorized by the laws of the State of Kansas, including, without limitation, the provisions of subsection (b)(8) of K.S.A. 17-6002 as now in effect and as it may from time to time hereafter be amended, no director of the Association shall be personally liable to the Association or to its members for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the limitation of liability provided by the immediately preceding sentence shall not adversely affect any right or protection of a director of the Association existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification. If the Kansas General Corporation Code is amended after the effective date of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association automatically shall be eliminated or limited to the fullest extent permitted by the Kansas General Corporation Code, as so amended.

## **ARTICLE IX** **DISSOLUTION**

The Association may be dissolved in the manner provided by the laws of the State of Kansas. Upon dissolution of the Association and after payment of or the making of adequate provision for all debts, liabilities and obligations of the Association, the remaining assets, both real and personal, of the Association shall be (i) to the extent required by law or appropriate, dedicated to an appropriate government entity or public agency or to a non-profit corporation, association, society, trust or other organization, determined by the board of directors to be devoted to purposes as nearly as practicable the same as those to which they were to be devoted by the Association, and (ii) any remaining assets shall be distributed in shares to the members of the Association in proportion to their relative voting rights.

## **ARTICLE X** **DURATION**

The Association shall have perpetual existence.



**ARTICLE XI  
BYLAWS**

The original Bylaws of the Association shall be adopted by the initial directors named herein. Thereafter, the Bylaws may be amended as provided therein.

**ARTICLE XII  
INCORPORATOR**

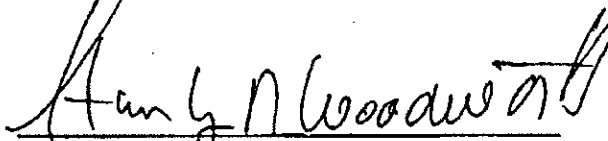
The name and mailing address of the incorporator are as follows:

<u>Name</u>	<u>Address</u>
Stanley N. Woodworth	c/o 6201 College Boulevard, Suite 500 Overland Park, Kansas 66211

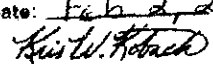
**ARTICLE XIII  
PROHIBITED ACTIVITIES**

No substantial part of the activities of the Association shall be the carrying on of propoganda, or otherwise attempting, to influence legislation, and the Association shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. No part of the net earnings or other assets of the Association shall inure to the benefit of any director, officer, member or other private individual having, directly or indirectly, any personal or private interest in the activities of the Association.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 1<sup>st</sup> day of February, 2012. The undersigned incorporator hereby declares, under penalty of perjury, according to the laws of Kansas, that the foregoing is true and correct.

  
Stanley N. Woodworth, Incorporator



I hereby certify this to be a true and correct copy of the original on file.  
Certified on this date: Feb 2, 2012  
KRIS W. KOBACH  
Secretary of State 

**STATEMENT OF UNANIMOUS CONSENT  
TO ACTION TAKEN IN LIEU OF THE FIRST  
MEETING OF THE BOARD OF DIRECTORS OF  
TIMBER RIDGE VILLAS HOMES ASSOCIATION, INC.**

In lieu of the first meeting of the Board of Directors of Timber Ridge Villas Homes Association, Inc., a Kansas not-for-profit corporation (the "Association"), the undersigned, being the sole person named to constitute the first Board of Directors of the Association, does hereby accept the office of director of the Association and does hereby consent to the adoption of, and does hereby adopt, the following resolutions:

RESOLVED, that the Certificate of Incorporation of the Association issued by the Secretary of State of Kansas, on the 1<sup>st</sup> day of February, 2012, and a copy of the Articles of Incorporation of the Association, be filed in the minute book of the Association.

\* \* \*

RESOLVED, that the Bylaws attached to this Statement of Unanimous Consent as Exhibit A and incorporated herein by reference be, and they hereby are, approved and adopted as the Bylaws of the Association.

\* \* \*

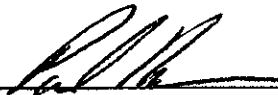
RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, each to serve at the pleasure of the Board of Directors until the next election of officers by the Board of Directors and until his or her successor shall have been elected and qualified or until his or her earlier resignation or removal:

Paul Romero	President
Jacinda Zerr	Vice President, Secretary and Treasurer

\* \* \*

RESOLVED, that the form of banking resolution for Farmers Bank & Trust attached hereto as Exhibit B and incorporated herein by reference be, and it hereby is, ratified and adopted.

Dated: February 2, 2012

  
\_\_\_\_\_  
Paul Romero

  
\_\_\_\_\_  
Jacinda Zerr

**BYLAWS OF**  
**TIMBER RIDGE VILLAS HOMES ASSOCIATION, INC.**

**ARTICLE I**  
**OFFICES**

1.1 **Name.** The name of the corporation is Timber Ridge Villas Homes Association, Inc. It is incorporated under the laws of the State of Kansas as a not-for-profit, non-stock corporation. The corporation is the homes association referenced in the Declaration (as defined below).

1.2 **Location.** The principal office of the corporation shall be located in Merriam, Kansas (or such other place specified by the Board of Directors). Except as otherwise required by law, meetings of members and directors may be held at such places in Johnson County, Kansas as may be designated by the Board of Directors from time to time in accordance with applicable law.

**ARTICLE II**  
**DEFINITIONS**

2.1 **"Association"** means Timber Ridge Villas Homes Association, Inc., its successors and assigns.

2.2 **"Subdivision"** means all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 **"Common Areas"** has the meaning set forth in the Declaration.

2.4 **"Lot"** has the meaning set forth in the Declaration.

2.5 **"Owner"** has the meaning set forth in the Declaration.

2.6 **"Developer"** means Kinban, Inc., a Kansas corporation.

2.7 **"Turnover Date"** has the meaning set forth in the Declaration.

2.8 **"Declaration"** means, collectively, the following documents: (i) Timber Ridge Villas Homes Association Declaration recorded in Book 201012 at Page 007618 in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), as such may be amended and supplemented from time to time, and (ii) Timber Ridge Villas Declaration of Restrictions recorded in Book 200802 at Page 003889 in the Recording Office, as such may be amended and supplemented from time to time.

2.9 **"Bylaws"** means these Bylaws, as may be amended from time to time in accordance with the provisions hereof.

### **ARTICLE III** **MEMBERSHIP**

3.1 Membership Generally. Except for the Developer as provided in the Declaration, membership in the Association shall be limited to persons or entities who are the Owners of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities (other than a contract seller) who hold an interest merely as security for the payment or performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Suspension of Membership. During any period in which a member shall be delinquent in the payment of any assessment levied by the Association as provided in the Declaration, the voting rights of such member shall be automatically suspended for matters involving assessments and fees (and for no other matters) until such assessment has been paid. In addition, the Board of Directors may, in accordance with applicable law, suspend the rights of the member to receive services provided by the Association and the right to use any Common Areas in or available to the Subdivision until such assessment has been paid. Such rights of a member may, in accordance with applicable law, be suspended by the Board of Directors, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors pursuant to the Declaration or these Bylaws.

### **ARTICLE IV** **VOTING RIGHTS**

4.1 Voting. Except as otherwise provided in the Declaration for the period prior to the Turnover Date, each member shall have one vote for each Lot in which he or she is the Owner; provided, however, when more than one person is the Owner of a Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such Lot. The vote of a Lot must be cast as a single lot, and fractional votes of such Lot's allocated vote shall not be allowed. Any one of the joint Owners of a Lot may cast their vote on the matter in question. In the event that differing votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

4.2 Representatives. Where a Lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to serve, if elected or appointed, as a director of the Association. Such designation shall be made by filing a written instrument to that effect with the Association.

### **ARTICLE V** **USE OF COMMON AREAS**

5.1 Common Areas. The Owners of Lots within the Subdivision shall have the non-exclusive right to the use of all Common Areas for their intended purposes.

5.2 Rules and Regulations. The Association shall have the right and the power to make and enforce reasonable rules and regulations which shall govern the use of the Common Areas.

**ARTICLE VI**  
**BOARD OF DIRECTORS**

6.1 **Number.**

(a) Prior to the Turnover Date, the affairs of the Association shall be managed by a Board of Directors composed of two (2) directors.

(b) After the Turnover Date, the affairs of the Association shall be managed by a Board of Directors composed of five (5) directors. The directors elected or appointed after the Turnover Date shall, by means decided upon by the directors, divide into two groups of three (3) and two (2), respectively, for the purpose of initiating a staggered election of the Board of Directors. Each member of the first group of three (3) so chosen by the Board of Directors shall hold office for the initial term of two years or until his or her earlier resignation or removal. Each member of the second group of two (2) shall hold office for the initial term of one year or until his or her earlier resignation or removal. Thereafter, at the annual meeting to elect directors for the positions with terms expiring in that year, each individual elected as a director shall serve for a term of two years.

(c) Each individual elected as a director shall serve until the next applicable annual election and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

6.2 **Qualification.** After the Turnover Date, each director must be and remain a member (or designated representative of an entity that is a member) of the Association in good standing in order to be elected and remain as a director.

6.3 **Removal.** Except as provided by applicable law, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote on the election of such director. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor, or, if earlier, until the next regularly scheduled election of directors.

6.4 **Compensation.** No director shall receive compensation for the service he or she may render to the Association as a director. However, any director may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties.

6.5 **Newly Created Directorships.** Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, unless it is otherwise provided in the Articles of Incorporation or these Bylaws, and the directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and qualified, or until their earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

## **ARTICLE VII**

### **MEETING OF DIRECTORS**

7.1 **Annual Meetings.** The annual meeting of the Board of Directors shall be held within 15 days following the annual meeting of the members. Such annual meeting shall be held at such place as may be fixed by the Board in accordance with applicable law.

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

7.3 **Special Meetings.** Special meetings of the Board of Directors shall be held at such place and time as may be specified by and when called by the president of the Association or by any director.

7.4 **Notice of Meetings.** Written notice stating the time, date, place and agenda of a meeting of the Board of Directors and, for any special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each director and (unless the meeting was included in a schedule of Board meetings previously given to the members or is called to deal with an emergency) to the members, not less than five (5) days before the date of the meeting, either by hand delivery, by mail or by e-mail, by or at the direction of the person(s) calling the meeting; provided that notices may be sent by e-mail only to directors or members who have provided a written consent to the Association indicating their desire to receive notices at a specific e-mail address. Such notice shall be deemed to be delivered when hand-delivered, when deposited in the United States mail addressed to the director or member at his or her address as it appears on the records of the Association, with postage thereon prepaid, or when e-mailed to the director or member at his or her designated e-mail address.

7.5 **Quorum and Vote Requirements.** Unless otherwise required by law, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

7.6 **Adjournment.** If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.7 **Meetings by Conference Telephone or Similar Communications Equipment.** Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all directors, members and other persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.8 **Action Taken Without a Meeting.** To the extent permitted by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or any

committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

7.9 Meetings Open to Members. All meetings of the Board of Directors and committees thereof shall be open for attendance by all members of the Association to the extent required by law.

7.10 Conduct of Meeting. Meetings of the Board of Directors shall not be required to be conducted in accordance with Robert's Rules of Order Newly Revised (or any other edition thereof) unless specified by the Board of Directors for the specific meeting of the Board of Directors.

## **ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS**

8.1 Nomination. After the Turnover Date, nomination for election to the Board of Directors may be made in writing by any member delivered to the secretary of the Association in advance of the annual meeting or from the floor at the annual meeting of the members.

8.2 Election. After the Turnover Date, election to the Board of Directors shall be by written ballot. At any such election, the members entitled to vote or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 Commencement of Term of Office. A director shall be deemed elected at the time of his or her election, but he or she shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors.

## **ARTICLE IX POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the power to:

9.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by law or by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

9.2 Rules and Regulations. In accordance with applicable law, adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon and governing other matters within the authority of the Association, and to establish, levy and enforce fines and penalties for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke or suspend in any way the right of any Owner to use and enjoy any street for ingress and egress.

9.3 Amend Declaration. To the extent permitted by applicable law and the Declaration, cause the Association to adopt or otherwise approve amendments to the Declaration and authorize the President and Secretary of the Association to prepare, execute, certify and record such amendments to the Declaration.

9.4 Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

9.5 Records and Reports. Cause books and records of the Association and of the corporate affairs of the Association to be kept and maintained (or delegate such duties to a managing agent).

9.6 Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

9.7 Assessments. As more fully provided in the Declaration, provide for the establishment, levying and collection of assessments against each Lot and take all actions necessary or appropriate to collect the same, in accordance with applicable law.

9.8 Certificates. Issue, or cause an appropriate officer to issue, upon request by any member, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

9.9 Insurance. Procure and maintain liability insurance, property insurance and other insurance on property owned or controlled by and the activities of the Association, and officer's and director's liability insurance, all with such coverages and in such sums as may be deemed appropriate by the Board of Directors.

9.10 Bonding. Cause officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

9.11 Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

9.12 Committees. Appoint one or more committees. Any such committee shall be composed of at least one (1) director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall be any number of the members designated by the Board of Directors, but that quorum shall not consist of less than one-half (1/2) of the total number of members appointed to such committee. The Board may designate one (1) or more individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Notwithstanding the foregoing, the Architectural Committee shall be appointed, constituted and governed as provided in the Declaration.

9.13 Indebtedness of Association. Unless otherwise prohibited by the Declaration, borrow money and incur indebtedness in the name of the Association for purposes of the



Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

9.14 Alternative Dispute Resolution. Require that disputes between the Association and a member(s) be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.

9.15 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation or home owners association under the laws of the State of Kansas.

## **ARTICLE X**

### **MEETINGS OF MEMBERS**

10.1 Annual Meetings. The annual meeting of the members of the Association shall be held in November or December of each year, on such date and at such place and time as may be fixed by the Board of Directors. At each annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, and any other business within the powers of the membership may be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Place and Notice of Meetings. All meetings of the members shall be held in Johnson County, Kansas at such place as may be designated in the notice of the meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the person(s) duly calling the meeting, by hand delivering, by mailing or by e-mailing a copy of such notice not less than ten (10) days (two (2) days in case of an emergency) nor more than sixty (60) days prior to such meeting to each member, addressed to the member's address or e-mail address last appearing on the books of the Association or by giving such notice within such timeframe by any other method reasonably calculated to provide notice to the member; provided, however, notices may be sent by e-mail only to members who have provided a written consent to the Association indicating their desire to receive notices at a specific e-mail address. Such notice shall specify the time, date, and place of the meeting and the items on the agenda, and, in the case of a special meeting, the specific matters to be addressed at the meeting. Such notice shall be deemed to be delivered when it is hand delivered, or deposited in the United States mail with postage thereon so addressed to the member, or when it is e-mailed to the member at his or her designated e-mail address, or when it is given by any other method reasonably calculated to provide notice to the member.

10.4 Quorum and Vote Requirements. The presence at a meeting, in person, by proxy, or (if applicable) by absentee ballot, of members entitled to cast at least 20% of the total votes of the membership on the specific actions shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote

thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in these Bylaws, the Declaration or the Articles of Incorporation or by law, a majority vote of those entitled to vote and present at a meeting at which a quorum is present shall be necessary to transact any business entitled to be transacted by the members.

10.5 Proxies; Absentee Ballots. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the secretary of the Association before the start of the meeting. Every proxy shall be revocable (by giving notice of revocation) and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of eleven (11) months from the date of its issuance or upon conveyance by the member of his or her Lot, whichever event shall occur first. Voting by absentee ballot may be allowed if the Board of Directors specifically authorizes in advance the use of absentee ballots for a specific meeting. If absentee ballots are authorized by the Board of Directors for a specific meeting, then such absentee ballot voting will be conducted in accordance with the procedures approved by the Board of Directors in accordance with applicable law.

10.6 Conduct of Meetings. Meetings of the members shall be conducted as authorized by the Board of Directors. Meetings of the members shall not be required to be conducted in accordance with Roberts Rules of Order Newly Revised (or any other edition thereof) unless specified by the Board of Directors for the specific meeting of the members.

10.7 Voting Without a Meeting. The Association may conduct a vote of the members without holding a meeting of the members in accordance with the provisions of applicable law.

## **ARTICLE XI**

### **OFFICERS AND THEIR DUTIES**

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice president, a secretary and a treasurer. The president and vice president shall be elected from among the members of the Board of Directors. The Association may have such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. At each annual meeting of the Board of Directors, the newly elected Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board and until their successors are duly elected and qualified or until their earlier resignation or removal. An officer shall be deemed qualified when he or she enters upon the duties of the office to which he or she has been elected or appointed and furnishes any bond required by the Board of Directors or these Bylaws; but the Board of Directors may also require of such person his or her written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers and agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties consistent with these Bylaws as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever, in the Board's judgment, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board (which may be by delivery to the president or the secretary). Such resignation shall take effect on the date of receipt of such notice by the Board or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

11.6 Multiple Offices. Any two (2) or more offices may be held by the same person.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the affairs and officers of the Association. He or she shall preside at all meetings of the membership and at all meetings of the Board of Directors. He or she shall be a non-voting ex officio member of all standing committees (and may also be a voting member of any such committee, in the capacity of an official appointee, as the case may be) and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal, if any, of the Association and affix it on all papers required to have the seal affixed thereto, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of secretary.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 Compensation. Officers of the Association shall not receive any compensation or salary for their services as officers, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of the duties of their offices.

## **ARTICLE XII** **ASSESSMENTS AND BUDGETS**

12.1 Purpose. The assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers, maintain the improvements and render the services provided for in these Bylaws, the Declaration and the Articles of Incorporation.

12.2 Provisions Governing Assessments. Assessments shall be levied in the manner provided in the Declaration and any applicable law.

12.3 Annual Operating Budget. The Board of Directors shall prepare and adopt an annual budget covering the estimated costs of operating and administering the Association for the following fiscal year and determine the level of assessments. Notice of any meeting of the Board of Directors at which the annual budget will be considered shall be given to the members at least ten (10) days prior to the meeting date and a copy of the proposed budget must be made available to any member who requests it. The Board shall cause the budget and notice of assessments to be levied against each Lot for the following fiscal year to be delivered to each member at least thirty (30) days prior to the beginning of the Association's fiscal year, but in all events a copy of the annual budget shall be made available, within 30 days after adoption, to each member of the Association upon the request of such member.

## **ARTICLE XIII** **BOOKS AND RECORDS**

The Association shall maintain books and records as required by applicable law. The books and records of the Association shall, at all times during reasonable business hours and upon reasonable advance written notice, be subject to inspection by any member for proper purposes, subject to any legal right of the Association to withhold certain records.

## **ARTICLE XIV** **CORPORATE SEAL**

If adopted by the Board of Directors, the Association shall have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal-Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

## **ARTICLE XV** **GENERAL PROVISIONS**

15.1 Depositories and Checks. The moneys of the Association shall be deposited in such banks or financial institutions and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors from time to time.

15.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

15.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 Indemnification.

(a) Indemnification and Advancement of Expenses. The directors and officers of the Association shall be indemnified by the Association to the maximum extent permitted by law. Expenses incurred by a director or officer of the Association in defending a civil or criminal action, suit or proceeding 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 the director or officer to repay such amount if it is ultimately determined that the director or officer is not entitled to be indemnified by the Association as authorized by the Kansas General Corporation Code. The foregoing right of indemnification and advancement of expenses shall in no way be exclusive of any other rights of indemnification and advancement of expenses to which any such director or officer may be entitled by agreement, vote of members or of disinterested directors, or otherwise.

(b) Continuation of Rights. All rights of indemnification and advancement of expenses under these Bylaws and under the Kansas General Corporation Code shall continue as to a person who has ceased to be an officer or director and shall inure to the benefit of the heirs, executors and administrators of such a director or officer.

(c) Indemnification Insurance. The Association may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Association against any such expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Kansas General Corporation Code.

**ARTICLE XVI**  
**AMENDMENT**

These Bylaws may from time to time be altered, amended, or repealed, or new Bylaws may be adopted by a two-thirds (2/3) vote of the members of the Association entitled to vote who are present, in person, by proxy, or (if applicable) by absentee ballot, at a meeting at which a quorum is present. Notwithstanding the foregoing, these Bylaws may not be amended in any manner that would cause the provisions hereof to conflict with any of the lawful provisions of the Declaration or the Articles of Incorporation or conflict with any applicable law.

**ARTICLE XVII**  
**CONFLICT**

In the case of any conflict between any lawful provision of the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of

any conflict between any lawful provision of the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and any applicable statute, the applicable statute shall control.

**ARTICLE XVIII**  
**FISCAL YEAR**

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

**ARTICLE XIX**  
**WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the statutes of Kansas, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members, directors or members of a committee of directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

\* \* \*

The undersigned secretary of Timber Ridge Villas Homes Association, Inc., a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original bylaws of said corporation adopted by the initial directors named in the Articles of Incorporation.

Dated: February 2, 2012.

  
\_\_\_\_\_  
Jaunda Zerr, Secretary