

OAKSHIRE HOMES ASSOCIATION, INC.

ARTICLE 1. ASSOCIATION OF OWNERS

Section 1. These Bylaws are adopted in accordance with the Amended Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated March 9, 1995, with respect to OAKSHIRE, a subdivision in Overland Park, Johnson County, Kansas. Administration of Oakshire (the "Community") shall be vested in the Oakshire Homes Association, Inc. (the "Association"). The Community shall be operated and managed in accordance with the provisions of the Amended Declaration and Bylaws.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Oakshire Homes Association, Inc., its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Oakshire Homes Association, Inc.

Section 3. "Building" shall mean a structure composed of Units.

Section 4. "Common Areas" shall mean all land, including any and all improvements, within the Community, not within a Lot, owned by the Association for the common use and enjoyment of the Owners, and the tenants and invitees of each. "Common Area Facilities" shall mean all property, real and personal, which is constructed or located on, in, under or above the Common Areas, or which is used in connection therewith.

Section 5. "Declaration" shall mean and include the Amended Declaration dated March 9, 1995 and any and all amendments thereto.

Section 6. "Lot" shall mean and refer to that plot of land shown upon a recorded plat, survey, or map of the Community, within a Block, upon which a Unit is constructed and shall not include the Common Areas.

Section 7. "Member" shall mean and refer to the Owner or Owners of a Unit, or the occupant of a Unit if so designated in writing by the Owner thereof.

Section 8. "Member in Good Standing" shall mean and refer to a Member who is current with all payments relating to monthly fees, special assessment payments and insurance coverage, and compliant with individual unit maintenance responsibilities as delineated in the Declarations, Covenants and

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is subject to the Declaration and any amendments thereto, including contract sellers, but excluding any interest held merely as security, whether by mortgage or otherwise.

Section 10. "Parcel" shall mean and refer to the property described in Exhibit A of the Declaration.

Section 11. "Community" shall mean and refer to that certain real property which is or shall be described on any plat or amended plat of Oakshire and all buildings and improvements thereon, and

such additions as may be brought within it by a plat or amended plat and brought within the Declaration, originally or by amendment, and within the jurisdiction of the Association.

Section 12. "Unit" shall mean that portion of a Building which is designed and used solely for single-family residential purposes, except as provided in the Declaration and which is constructed upon a Lot. The area thereof shall be computed from the outside wall or center of the opposite common wall. Appurtenant thereto and included therein shall be membership in the Association as hereinafter set forth.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner becomes a Member of the Association upon receipt of a deed indicating ownership in fee simple of an Oakshire Lot (Unit). Membership is automatically transferred when title passes to a new Owner. When a Unit is owned by more than one person each shall be a Member. If a Unit is occupied by persons other than the Owner, the occupant is entitled to the use of Common Area Facilities. Membership in the Association, however, may be delegated to the occupant by the Owner only by written agreement which must be duly filed with the Management Company. Such delegation will be automatically cancelled when the occupant moves from the unit..

Section 2. Voting Rights. Members in good standing may vote at any annual or special meeting of the Association. A Unit Owners right to vote on issues involving assessments or fees may not be suspended. Voting may be in person or by written proxy duly filed with the Secretary of the Association as more fully set forth in the Bylaws. There shall be only one vote for each Unit.

ARTICLE IV. MEETINGS OF THE ASSOCIATION

Section 1. Annual Meeting. The annual meeting of the Association shall be held at 7:00 p.m. on the third Tuesday in February. The meetings shall be held at the Oakshire Clubhouse or at such other place as the Board may designate. Notice shall be given pursuant to Section 3. of this Article.

Section 2. Special Meetings. Special meetings may be held at any time upon a call by the President of the Association or at the request of any Board member or ten percent (10%) of all members of the Association. Upon receipt of such call, the Secretary of the Association shall send notices of the meeting pursuant to Section 3 of this Article.

Section 3. Notice. A written notice of every meeting of the Association stating whether it is an annual meeting or special meeting, and the purpose therefor, shall be given by the Secretary at least ten (10) days before the date set for such meeting. Notice shall be given to each member by either leaving the same at the Member's Unit or by mailing it, postage prepaid, addressed to such Member at the Member's Unit or such other address as the Member may designate in writing. Publication of any required notice described herein in the monthly newsletter and delivered to the Member's Unit shall be deemed as having fulfilled such notice requirement.

If the Board of Directors determines by a 2/3 vote of the membership of the membership of the Board that a special assessment is necessary to respond to an emergency, the special assessment shall become effective immediately and notice must be provided promptly to all Unit Owners.

Section 4. Quorum. At any meeting of the Association, the presence of more than fifty per cent (50%) of the Members, whether in person or by proxy, shall constitute a quorum, except as otherwise specifically set forth in Article V, Section 6 of the Declaration. The concurring vote of a majority of those Members represented shall be valid and binding on the Association, except as otherwise provided by these Bylaws and the Declaration.

Section 5. Proxies. The authority given by a Member to another person to represent such Member at meetings of the Association shall be in writing, signed by such Member or if a Unit is jointly owned, then by all joint owners. Such written authorization shall be filed with the Secretary of the Association, and unless limited by its terms, shall be deemed good and valid until revoked in writing.

Section 6. Temporary Adjournment. Any meeting of the Association may be adjourned to such place and time as may be determined by a vote of more than fifty per cent (50%) of the outstanding votes represented at such meeting, whether a quorum be present or not, without notice other than the announcement at such meeting. At the resumption of any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by the appropriate quorum at the meeting as originally called. *(See also Article V, Section 6 of the Declaration.)*

ARTICLE V. BOARD OF DIRECTORS

Section 1. Purpose. The affairs of the Association shall be governed by a Board of Directors, which shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law and are not reserved for the Members by the Declaration, the Articles of Incorporation, or these Bylaws.

The Board shall be composed of not less than nine (9) persons, elected to staggered three-year terms. At the expiration of the term of office of each Director, his successor shall be elected to serve a term of three (3) years, as set forth in Section 5 of this Article.

Section 2. Duties. The Association, through the Board of Directors, shall have the following duties:

- (a) To operate, maintain, repair and replace the Common Areas and Common Area Facilities, and the exterior of each building, as set forth in the Declaration, Article VI, Section 1.
- (b) To fix the amount of the annual and special assessments against each Lot pursuant to Section 3 and Section 4, respectively, of Article V of the Declaration, and to give the Owner or Owners of each Unit affected notice of such assessments as provided in the aforesaid provisions of the Declaration.
- (c) To collect all assessments, annual and special, from the Owners, including but not limited to foreclosure of the lien against any Lot for which assessments are not paid pursuant to the Declaration or to bring an action at law against the Owner obligated to pay the same, or both.
- (d) To designate, hire or contract with, and dismiss personnel necessary for the aforesaid maintenance and operation.
- (e) To do such other acts as from time to time are reasonably necessary to maintain the

quality, appearance, or both of them, or the Community.

(f) To keep or cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at each annual meeting of the Members and at any special meeting when such statement is requested in writing at least twenty-four (24) hours prior to such meeting by one-fourth ($\frac{1}{4}$) of the Members entitled to vote.

(g) To procure and maintain such insurance as set forth in the Declaration, and such other insurance as it deems prudent or necessary.

h) To maintain and publish a current Policy Manual.

Section 3. Powers. The Association, through the board, shall have the following powers:

(a) To adopt and publish rules and regulations in a Policy Manual to govern the use of the Common Areas and Common Area Facilities, and the personal conduct of the Members and their guests thereon and therein, and to establish penalties for the infraction thereof.

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(c) To perform, install and maintain any and all other functions, measures, and items deemed necessary by the Association for the convenience, benefit and enjoyment of the Owners, and to fix, levy and collect as a common expense or otherwise, any assessment necessary to pay the cost of any of the foregoing.

Section 4. Management. Each year the Board shall contract with a professional management agent or manager for such duties and services as the Board shall authorize, including but not limited to the duties and powers listed in the foregoing sections of this Article V. The compensation therefor shall be established by the Board and shall be considered as and included in common expenses. The Board may employ under contract any other employee or agent to perform such duties at such compensation as the Board may establish.

Section 5. Nominations. Annually, the current Association Vice President will serve as the chair of the Nominating Committee. He/she will select Unit Owners who are Association Members in Good Standing to serve as members of said committee. Members in Good Standing are defined as follows: current with all payments relating to monthly fees, special assessment payments and insurance coverage, and compliant with individual unit maintenance responsibilities as delineated in the Declarations, Covenants and Restrictions and the Association Board Policies.

Each year three (3) directors will be elected to serve a three (3) year term. The Nominating Committee will present the names for election at the Annual Meeting. Nominees must be Unit Owners in Good Standing as defined in Section 5, paragraph 1. The nominees will be elected by a majority of the outstanding votes present at such Annual Meeting. The three (3) candidates who receive the highest number of votes will be declared elected.

Section 6. Vacancies. Vacancies on the Board, except those caused by the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors to complete the remaining term, even though they may constitute less than a quorum. (Revised April 2010 Board meeting.)

Section 7. Removal of a Director. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a vote of not less than fifty-one percent (51%) of the Owners of record in good standing. The Unit Owners may not consider whether to remove a member of the Board of Directors or an officer elected by the Unit Owners at a meeting of the Unit Owners unless that subject was listed in the notice of the meeting. The right to vote shall rest with the Owners, and such right shall not be transferred or assigned. There shall be only one vote for each unit. A successor may then and there be elected to fill the vacancy by a similar vote. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director or corporation with which a Director may be involved for services performed by him for the Association, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board before the services are undertaken.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, provided that they shall meet at least annually. Notice stating time and place shall be given to each Director, personally or by mail addressed to his residence, or by telephone, at least three (3) days prior to the meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President or Secretary on three (3) days' notice to each Director, given personally or by mail addressed to his residence, or by telephone, stating the time, place and purpose of the meeting. Special meetings must be called by the President or Secretary at the written request of at least one-third (a) of the Directors.

Section 11. Authority to Act. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of a majority of the Directors present shall be the acts of the whole Board. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting. Any business which might have been transacted at the meeting as originally called may be transacted at the subsequent meeting.

ARTICLE VI. OFFICERS

Section 1. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The board may appoint an Assistant Treasurer and an Assistant Secretary and other officers as necessary. One person may hold the office of Secretary and Treasurer, otherwise each office shall be held by different persons.

Section 2. The officers of the Association shall be elected annually by the Board and shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. The President shall be the Chief Executive Officer of the Association and shall preside at meetings of the Association and of the Board.

Section 4. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If the Vice President is absent or unable to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as requested by the President

Section 5. The Treasurer shall have the responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements. He shall be responsible for the deposit of all monies of the Association in such depositories as may be designated by the Board.

Section 6. The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association and shall give notices provided by these Bylaws and the Declaration. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a Secretary pro tem who shall keep the minutes of such meeting.

Section 7. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two of the following: President, Vice President, Secretary or Treasurer, or by such other person or persons as may be designated by the Board.Section 8. No officer shall receive any compensation for acting as such, unless a resolution authorizing remuneration for services shall have been unanimously adopted by the Board before any such services are undertaken.

ARTICLE VII. OBLIGATION OF OWNERS

Section 1. The Owner or Owners of every Unit shall be obligated to pay the annual and special assessments pursuant to Article V. of the Declaration by acceptance of a deed for any Unit. Such assessments shall be established and paid pursuant to the Declaration, and all Owners shall be subject to the remedies set forth in the Declaration if such assessments are not paid in a timely fashion.

Section 2. No Owner/occupant shall actively or passively cause damage to his Unit or any other Unit or the Common Areas or Common Area Facilities, or permit or perform any activity which may be noxious or a nuisance or injure the reputation of the Community. Each Owner must perform maintenance and promptly repair any defects in his Unit which, if omitted, would affect the Common Areas, other Units, or the Community in whole or in part. All internal installations in the Unit, such as water, light, power, sewage, telephone, sanitary installations, and all other accessories belonging to the Unit, shall be repaired and maintained at the Owner's expense.

Refer to the Board Policy Manual (*see Article VI, Section 1 of the Amended Declaration*) for specific Owner responsibility for exterior Unit maintenance.

Each Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any of the foregoing damaged through the Owner's negligent act or omission.

Section 3. The Oakshire Board of Directors or its designated agent shall have the right to enter each and any Unit in case of an emergency originating therein or threatening damage to any Unit, any other Unit, the Common Areas or Common Area Facilities or for the failure of any Owner to comply with the requirements set forth in Section 2 of this article, whether or not the Owner or occupant is present at the time, which rights are more fully set forth in Article VI, Sections 3 and 4 of the Declaration.

ARTICLE VIII. LIABILITY OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

Section 1. No Director or Officer of the Association shall be liable for the acts or defaults of any other Officer or Director thereof, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct.

Section 2. Each Officer and Director of the Association, and any member of a standing or ad hoc committee established by the board, shall be indemnified by the Association, against all costs, expenses and liabilities, including attorneys' fees, actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director or Officer of the Association member of a standing or ad hoc committee of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct toward the Association in the performance of his duties.

ARTICLE IX. REGULATIONS

Section 1. In order to assure the peaceful and orderly use and enjoyment of the Community, the Board may adopt, modify and revoke, in whole or in part, such reasonable rules and regulations governing the conduct of persons with respect to the Common Areas and Common Area Facilities. All such rules and regulations will be published in a Policy Manual which will reflect all current operating policies.

ARTICLE X. OPERATION OF ASSOCIATION

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee as provided in these Bylaws, and such other committees as are appropriate.

Section 2. The books, records and papers of the Association shall be subject to inspection by any Member and/or the holder of any mortgage or similar lien during reasonable business hours. The Declaration and Bylaws of the Association also shall be available for inspection by any Member at the principal office of the Association and additional copies may be purchased at reasonable cost.

ARTICLE XI. AMENDMENT

These Bylaws may be amended by a vote of seventy-five percent (75%) of the Unit Owners who are Association Members in Good Standing. Any changes must be in accordance with Kansas laws.

ARTICLE XII. GENERAL PROVISIONS

Section 1. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 2. The use of any gender in these Bylaws shall be deemed to include either or both genders,

Section 3. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

Section 4. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one of such provisions shall not affect the validity or enforceability of any other provision.

Section 5. In the event of any conflict between these Bylaws and the provisions of the Laws of the State of Kansas, the latter shall govern and apply.

Section 6. The Association or the Board on behalf of the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any and all restrictions, conditions, covenants, reservations, liens, obligations and charges now or hereafter imposed by the provision of these Bylaws, or by the Articles of Incorporation or by the Declaration.

ARTICLE XIII. ADOPTION OF BYLAWS

The Board of Directors of the Oakshire Homes Association, Inc. hereby adopts the foregoing Amended Bylaws of the Oakshire Homes Association, Inc. this 18th day of November 2010.

OAKSHIRE HOMES ASSOCIATION, INC.

By (s)

President _____