

**BYLAWS
OF
IRVINE ACRES HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE ONE
OFFICES**

The principal office of the Corporation shall be located at 8175 Lake Elbo Rd, Saint George, Kansas 66535.

**ARTICLE TWO
PURPOSES AND OBJECTS**

In amplification of the purposes for which the Corporation has been formed as set forth in the Articles of Incorporation, the purposes and objects are as follows:

- (A) To develop a community designed for safe, healthful, and harmonious living.
- (B) To promote the collective and individual property and civic interests and rights of all persons, firms, and Corporations owning property or Lots within all units, current or future, of the Irvine Acres Subdivision, in Pottawatomie County, Kansas.

The real estate encompassed and served by the Irvine Acres Homeowner's Association and by these Bylaws shall be increased automatically as additional phases or units of the Irvine Acres Subdivision are platted and developed. No amendment of these Bylaws shall be necessary or required to incorporate and include such future phases or units of Irvine Acres Subdivision into the Irvine Acres Homeowner's Association, and the real estate encompassing such future phases or units of the Irvine Acres Subdivision shall be included in the Irvine Acres Homeowner's Association as such units or phases are platted.

- (C) To care for the improvements and provide for the establishment or construction or maintenance of any meeting or recreational facilities of any kind dedicated to community use and other open spaces and other ornamental features within the above described tract, which now exist or which may subsequently be installed or constructed.

- (D) To assist the owners in maintaining in good condition and order all vacant Lots now existing or that subsequently will exist in the tract, and further assisting the owners of such Lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of the tract and to the value of the improved property in the tract, and to take any action with reference to such vacant Lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.

- (E) To enforce conditions, covenants, restrictions, and reservations as set forth in the Declaration of protective Covenants; to aid and cooperate with the members of the Irvine Acres Homeowner's Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their

property as are now or may hereafter be in existence; and to counsel with the Pottawatomie County Planning Commission having jurisdiction in relation to any zoning that may affect any portion of the subject property.

(F) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of Lots situated within the above described tracts, and their property interests in the Subdivision or future phases or units thereof.

(G) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(H) To exercise any and all powers that may be delegated to it by the owners of real property in the tract.

(I) This corporation shall not engage in political activity or pursue political purposes of any kind or character.

(J) To enter into cooperative agreements with any Homeowner's Associations in adjacent subdivisions, or Homeowner's Associations in other units or other phases of Irvine Acres Subdivision if any such separate Homeowner's Association be established; to share common areas and common facilities; or to otherwise cooperate in providing services to members of such Associations and to share in the upkeep and costs of such services or common areas.

(K) To contract with any private company or organization when deemed necessary, to perform any or all duties and obligations contained herein, or to manage the Association's affairs.

ARTICLE THREE DEFINITIONS

As used herein the following words and items shall have the following meanings:

(A) "Developer" shall mean and refer to David D. Nelson, Trustee of the David D. Nelson Trust Agreement dated January 12, 2005; Leon Harold Borck Trustee of the Leon Harold Borck Trust Agreement dated September 23, 1994, and David D. Nelson, Manager of the Elbo Creek LLC, a Kansas Limited Liability Company; its successors and assigns, and developer of the above described real estate and the grantor of the above described building Lots contained within all of the Irvine Acres Subdivision. David D. Nelson shall represent the ownership as the Developer.

(B) "Lot" shall mean and refer to each of the Lots delineated and numbered in any unit of Irvine Acres Subdivision and sold by the Developer for the exclusive purpose of constructing single family residential dwellings (one dwelling residence per Lot), or where

shown by the recorded plat and permitted by the zoning regulations of Pottawatomie County, Kansas, duplexes or multi-family structures, all in compliance with the covenants, conditions, restrictions, and easements set forth in any applicable Declaration of protective Covenants filed in the Office of the Register of Deeds of Pottawatomie County, Kansas, as to the above real estate.

(C) "Owner" shall mean and refer to the "owner of record," his/her or its successors or assigns, whether one or more persons or entities, of the fee simple title to any Lot within the Irvine Acres Subdivision. Owners include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

(D) "Common Area" shall mean and refer to that land delineated and so designated on any recorded plat within the Irvine Acres Subdivision and owned by the Association upon the conveyance of such common areas to the Association by the Developer.

(E) "Association" shall mean and refer to the Irvine Acres Homeowner's Association, its successors or assigns. The Association is a nonprofit corporation governed by these Bylaws, whose major purpose is to manage and maintain collective common areas; common facilities; community services; and enforce the covenants, conditions, restrictions and easements set forth in the Declaration of protective Covenants.

(F) "Architectural Control Committee" shall mean the Developer alone until the last Lot is sold within the Irvine Acres Subdivision, or until the Developer relinquishes responsibility to the Homeowners Association.

(G) "Board of Directors" shall mean and refer to the elected board established by these Bylaws to execute policies and decisions of the membership, prosecute the Association's objectives and exercise the supervision, control and direction of the Association, and to carry out those other duties and responsibilities as provided for by the Bylaws.

(H) "Bylaws of the Association" shall mean and refer to these Bylaws duly adopted by the Association which shall govern the affairs of the Association such as membership, fees and dues, assessments, meetings, officers, elections, committees, amendments, liabilities, funds and dissolution.

ARTICLE FOUR MEMBERS

(A) Class of Members. The corporation shall have one class of members. The qualifications and rights shall be as follows:

(I) Every beneficial owner, as distinguished from a security owner, of any Lot within Irvine Acres Subdivision shall be a member. Membership shall be Mandatory and irrevocable and may not be separated from ownership of any Lot.

(2) Every beneficial owner, as distinguished from a security owner, of any Lot situated in future adjacent phases or units of Irvine Acres Subdivision which are being developed by Developer, as the same are platted, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any Lot.

(3) Every beneficial owner, as distinguished from a security owner, of any Lot platted for duplexes or for multi-family dwelling units, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any such Lot.

(4) Membership shall include an undertaking to comply with and be bound by the Articles of Incorporation, these Bylaws and amendments to them, and the policies, rules, and regulations at any time adopted by the corporation in accordance with these ' Bylaws.

(5) Membership in the Irvine Acres Homeowner' s Association shall terminate on such member's ceasing to be a beneficial owner of a building site or Lot in the property described in these Bylaws.

(B) Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one vote for each residential Lot of which he or she is a beneficial owner. Where two or more owners own a Lot, only one vote for such Lot shall be allowed, and such joint owners shall designate and register with the Secretary/Treasurer of the Association the name of that owner entitled to cast such single vote. Where a Lot is platted and zoned for duplexes or multi-family structures, only one vote shall be permitted for such Lot. Where a Lot is "split" or subdivided in conformity with the zoning regulations of Pottawatomie County, Kansas, then the owner of each Lot resulting from such division or split shall be entitled to one vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary/Treasurer.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(3) Assignment of Rights. A beneficial owner who is a member of the Irvine Acres Homeowner's Association may assign his or her membership rights to a tenant residing in or on the beneficial owner's building site or unit. Such assignment shall be affected by filing with the Secretary/Treasurer of the Corporation a written notice of assignment signed by the beneficial member.

ARTICLE FIVE
MEETINGS OF MEMBERS

(A) Annual Meeting. A meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Directors shall be held in Pottawatomie County, Kansas, each year. The time and place shall be fixed by the Board of Directors.

(B) Regular Meetings. In addition to the annual meeting, regular meetings of the members may be held at such time and place as shall be determined by the Board of Directors.

(C) Special Meetings. A special meeting of the members may be called by the Board of Directors under the following circumstances:

(1) A special meeting of the members must be called within 30 days by the President, or the Board of Directors, if requested by not less than 30% of the members having voting rights.

(2) Follow-up special meeting. Additionally, if at any annual or special meeting that is properly called, less than the sufficient number of members to constitute a Quorum were in attendance, then the President or Board of Directors may call a second special meeting by providing 10 days' notice to the members.

(3) The notice shall inform the members of the issue to be considered and that at a previous annual or special meeting a Quorum of members was not present to make a decision. The notice shall also inform the members of the decisions made at the follow-up special meeting and that the members attending the follow-up special meeting would make the decision.

(4) Notwithstanding the provisions of paragraph (D) and (E) below, at that follow-up special meeting only, the members holding 50 percent of the votes of those present at the follow-up special meeting may decide the issue.

(D) Notice of Meetings. Each Member shall be notified of the place, day, and hour of any meeting of members at which the Member is entitled to vote. Such notice shall be provided not less than 10 days before the date of the meeting.

(E) Quorum. For issues requiring a vote of the entire membership, a Quorum is 50% of the members eligible to vote. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.

(F) Proxies. At any meeting of the members, a Member entitled to vote may vote by proxy executed in writing by the Member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(G) Voting by Mail. Where Directors or Officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

(H) Action by Consent. Any action to be taken at a meeting of the members of the Corporation may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

(I) No such amendment shall be effective without the consent of the Developer until all of the Lots and Common Areas within Irvine Acres Subdivision which are owned by and being developed by the Developer have been sold.

ARTICLE SIX BOARD OF DIRECTORS

(A) General powers. The affairs of the Irvine Acres Homeowner's Association shall be managed by the Board of Directors. The Board of Directors shall: procure and maintain adequate liability and hazard insurance on the property owned by the Association; cause the common areas to be maintained in a high quality manner, including landscaping, maintenance, and replacement; determine the regular assessment for each Lot, as provided by these Bylaws; and perform such other acts and duties as provided by the Articles of Incorporation and these Bylaws.

(B) Number, Tenure, and Qualifications. There shall be three (3) Directors. Each Director shall be a member of the Irvine Acres Homeowner's Association and shall hold office for a term of three (3) years. The Developer shall be a director until all of the Lots situated within Irvine Acres Subdivision have been sold or until the Developer relinquishes the right.

(C) Regular Meetings. The Board of Directors shall meet as needed at a time and place it shall select.

(D) Special Meetings. A special meeting of the Board of Directors may be called by the President or by any two Directors.

(E) Notices. Notice of any special meeting of the Board of Directors shall be given at least 10 days prior to such meeting.

(F) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at such meeting, a majority of the Directors present may adjourn the meeting, without further notice.

(E) Manner of Acting. The act of a majority of the Directors present at a meeting at

which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(F) Vacancies. Any vacancy occurring on the Board of Directors shall be filled by election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the un-expired term of his or her predecessor in office.

ARTICLE SEVEN OFFICERS

(A) Officers. The Officers of the Corporation shall consist of a President and a Secretary/Treasurer.

(B) Qualifications and Method of Election. The Officers shall be members of the Irvine Acres Homeowner's Association and shall be elected by the Board of Directors. They shall serve for a term of one year. Officers may be re-elected for subsequent terms of one year.

(C) President. The President shall preside at all meetings of the Corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the corporation, and shall serve as a member ex officio of all standing committees.

(D) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all of the meetings of the Corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary/Treasurer shall be custodian of all corporate records. The Secretary/Treasurer shall receive all corporate funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the Secretary/Treasurer or by the President. The Secretary/Treasurer shall be a member ex officio of the finance committee.

(E) Vacancies. A vacancy in any office may be filled by any member of the Board of Directors for the unexpired portion of the term.

ARTICLE EIGHT ARCHITECTURAL CONTROL COMMITTEE

(A) The Association shall have a standing committee to be named The Architectural Control committee, consisting of not less than one (1) no more than three (3) members, to be appointed by the Board of Directors to review and implement the requirements of this section. The Developer will be the sole member of this committee until the last Lot in all of Irvine Acres Subdivision has been sold.

(B) Architectural considerations and preservation of natural amenities are major planning objectives in the development of Irvine Acres Subdivision. The items outlined herein are not intended to be unduly restrictive or inflexible, but rather to be used as minimum

standards to attain and maintain a desirable level of consistency and quality in community appearance and generally maintain property values throughout the Subdivision.

(C) Pursuant to the Declarations of protective covenants, no building, structure, or improvement including, but not limited to basement excavation, grading, wall, fences, major landscaping, etc., shall be commenced, constructed, or maintained on any Lot, nor shall any exterior addition, change, or alteration thereto be made until proposed improvement plans have been submitted and approved in writing by the Architectural Control Committee.

(D) Approval of plans by the Association in no way abates or deletes compliance with or the securing of any approvals, permits, codes, or ordinances which may be required by Pottawatomie County, or other governing authority, now or in the future.

ARTICLE NINE ASSESSMENTS

(A) Purposes. Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas and facilities within the Subdivision, including future phases or units thereof being developed by the Developer, or where cooperative agreements have been entered into with other Homeowners Associations, then for facilities set out or contemplated by such cooperative agreements, and to promote the general recreation, health and safety, and welfare of the Owners. Subject to the other provisions of these Bylaws, the Regular Assessment for the Association shall be determined annually by the Board of Directors. Unsold Lots owned by Developer shall not be subject to annual or special assessments. The types of assessments include:

(1) Regular Assessment. As part of the normal operation of the Association, Regular Assessments may be levied against the Lots in the Development of Irvine Acres Subdivision. Except as otherwise specifically provided herein, each Owner of a Lot shall pay as its Regular Assessment its proportionate share of the common expenses of the Association, as may be provided for in the Bylaws, or as determined by the Board of Directors.

(2) Special Assessment. Special Assessments shall be levied by the Developer or Association against an Owner to reimburse the Association for:

(i) Costs incurred in bringing an owner or his/her Lot into compliance with the provision of the Declarations, the Association Bylaws, or applicable Association Rules.

(ii) Fines levied or fixed by the Association Board of Directors.

(iii) Reimbursement to the Developer in those cases where Pottawatomie County draws a draft on the Developer's irrevocable letter of credit for the Development as a result of

an Owner's failure to pay the tax obligations or special assessments for County bonded improvements to the Lot.

(iv) Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with a Special Assessment in accordance with the Declarations, the Association Bylaws, or applicable Association Rules.

(v) Any charge designated as a Special Assessment in the Declarations, the Association Bylaw, or applicable Association Rules.

(B) Obligations and Lien. The Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the Association (1) regular assessments, and (2) special assessments under such terms and conditions as are herein provided. The regular and special assessments, together with penalties, interest, costs, and reasonable attorney's fees, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each assessment, associated expense, and obligation shall pass with the land to successor Owner in title. Further, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by the Secretary/Treasurer of the Association setting forth the assessments owned to date on the specified Lot.

(C) Delinquent Obligations. If any assessment is not paid within the time frame set forth in the notice of delinquency, a ten percent (10%) penalty shall be added to the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by no use of the Common Area or abandonment of his Lot.

(D) Collections. Regular assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis. Each new Owner shall be responsible for all applicable Assessments, which are due on the date of closing on the property. The dues will be prorated beginning on the date of closing. The annual assessment period shall run from January 1st, to December 31st. Each Owner shall be notified of any increase in the Regular Assessments. Unsold Lots owned by the Developer shall not be subject to Regular or Special Assessments; however, the Developer shall maintain all unsold Lots. It is further understood the Developer shall maintain Common Areas until such time as the Association can financially assume such responsibilities, but not later than the sale of the last Lot in Irvine Acres Subdivision.

(E) Maximum Assessments. Once established, the maximum Regular Assessment shall not be increased by more than fifteen percent (15%) of any previous year's assessment unless by a two-thirds (67%) vote of concurrence and approval of a Quorum present at the annual or special membership meeting of the Association.

(F) Notices of Increases and Special Assessments. The Board of Directors shall give notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase the Regular Assessment in excess of fifteen percent (15%), or to consider or act upon a proposal for a special assessment. The notice shall be provided to all members not less than ten (10) days in advance of the meeting, and shall specify the time, date, and place of the meeting, the nature of the increase in the assessment, and the reason(s) therefore.

ARTICLE TEN
FISCAL YEAR

The fiscal year of the Corporation shall be on a calendar year basis, commencing January 1st and ending December 31st.

ARTICLE ELEVEN
AMENDMENTS

Any proposed amendment to these Bylaws, or to the Articles of Incorporation, or to the Declaration of protective Covenants, must be provided to the members of the Association. Notice of any proposed amendment shall be provided to the members at least ten (10) days prior to such meeting. The text of such proposed amendment shall be included with the notice of the meeting. In addition, the text of any proposed amendment shall be read at the meeting, and shall be printed on ballots distributed to all members in attendance at the meeting. A proposed amendment shall become effective when approved by two thirds (67%) majority of a Quorum at the meeting. No such amendment shall be effective without the consent of the Developer until all of the Lots in the Irvine Acres Subdivision have been sold.

ARTICLE TWELVE
COOPERATIVE
AGREEMENTS

The Board of Directors is authorized and empowered to enter into cooperative agreements with any Homeowners Associations in adjacent subdivision , or with adjacent units or phases of Irvine Acres Subdivision which are owned by the being developed by Developer as the same are subsequently platted, or to otherwise cooperate in providing services to members of such associations, and to share in the upkeep and cost of such services or Common Areas. Any increase in assessments, or any special assessments resulting from any such cooperative agreement shall be subject to the provisions of Article Nine above.

Dated and executed by the Developer this _____, day of _____ 2020.

IRVINE ACRES HOMEOWNER'S ASSOCIATION

BY: _____
David D. Nelson, Developer