

**BYLAWS
OF
NELSONS RIDGE HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE ONE
OFFICES

The principal office of the Corporation in the State of Kansas shall be located at 8450 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 the following described tracts located within:

A tract of land legally described as follows: Lots one (1) through forty-one (41), Unit One, Nelsons Ridge Subdivision, in Pottawatomie County, Kansas.

The real estate encompassed and served by the Nelsons Ridge Homeowner's Association and by these Bylaws shall be increased automatically as additional phases or units of the Nelsons Ridge 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 Nelsons Ridge Subdivision into the Nelsons Ridge Homeowner's Association, and the real estate encompassing such future phases or units of the Nelsons Ridge Subdivision shall be included in the Nelsons Ridge Homeowner's Association as such units or phases are platted.

(C) To care for the improvements and provide for the maintenance or establishment or construction of any community center, swimming pool, recreation facility, structures, lighting play areas, path systems, gateways, public easements, parkways, grass plots, parking areas, and any 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 Nelsons Ridge 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 arrange social and recreational functions for its members.

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

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

(K) To enter into cooperative agreements with any Homeowners Associations in adjacent subdivisions, or Homeowner's Associations in other units or other phases of Nelsons Ridge 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.

ARTICLE THREE DEFINITIONS

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

(A) "Developer" shall mean and refer to Nelsons Ridge, LLC; its successors and assigns, Nelsons Ridge, LLC being the owner and developer of the above described real estate and the grantor of the above described building lots contained within Nelsons

Ridge, Unit One, Subdivision, together with future units or phases of Nelsons Ridge Subdivision.

(B) “Lot” shall mean and refer to each of the above described Lots delineated and numbered One (1) through Forty-One (41), in Nelsons Ridge, Unit One, Subdivision, together with any other lots, situated within the tracts described in Article Two above, in adjacent subdivisions owned and being developed by Developer, or any future phases or units of Nelsons Ridge Subdivision owned and being developed by Developer as the same are platted and developed. Each “Lot” is held 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) The “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 fee title to any of the Lots which are a part of the above described real estate (being lots 1-41, inclusive in Nelsons Ridge, Unit One, Subdivision). Owners include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

(D) The “Common Area” shall mean and refer to that land delineated and so designated on the recorded plat within the Subdivision (or phases or units thereof), and situated within the tract described in Article Two above, to be owned by the Association upon the conveyance of such common areas to the Association by the Developer.

(E) The “Association” shall mean and refer to the Nelsons Ridge 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) The “Architectural Control Committee” shall mean the Developer alone until the last lot is sold within the tracts described in Article Two above (being lots 1-41, inclusive in Nelsons Ridge, Unit One, Subdivision, together with Lots in adjacent subdivisions or units or phases of Nelsons Ridge Subdivision which are owned by and being developed by Developer as the same are subsequently platted) or until the Developer relinquishes responsibility to the homeowners association.

(G) The “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) The “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, mail vote, 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:

(1) Every beneficial owner, as distinguished from a security owner, of any of the following lots, to wit: Lots One (1) through Forty-One (41) in Nelsons Ridge, Unit One, Subdivision, as particularly described in these bylaws, 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 additions of Nelsons Ridge Subdivision, or adjacent subdivisions, 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 Nelsons Ridge 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 or unit owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote. Where a Lot is platted an 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.

(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 Nelsons Ridge 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 effected by filing with the Secretary of the Corporation a written notice of assignment signed by the beneficial member.

ARTICLE FIVE MEETINGS OF MEMBERS

(A) Annual Meeting. An annual 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, in February of each year, beginning with the year 2013. The time and place shall be fixed by the Directors.

(B) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had 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.

(a) The notice shall inform the members of the issue to be considered and that at 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 to be made at the follow-up special meeting and that the members attending the follow-up special meeting would make the decision.

(b) 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. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than 20 days before the date of such meeting, or at the direction of the Secretary.

(E) Quorum. Except for the provisions of Paragraph (C) above, members holding 50 percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. 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 a 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 in the Subdivision (being Lot One (1) through Lot Forty-One (41), inclusive, together with certain land designated as Common Area on the recorded plat of said Nelsons Ridge Subdivision which are owned by and being developed by Developer as the same are subsequently platted, as well as additional units in the Nelsons Ridge Development) have been sold.

ARTICLE SIX BOARD OF DIRECTORS

(A) General Powers. The affairs of the Nelsons Ridge Homeowner's Association shall be managed by the Board of Directors, subject to instructions by a majority (except as otherwise provided in these Bylaws) of the total membership at a regular meeting, or subject to the approval of a majority (except as others provided by these Bylaws) of the total membership as expressed by a vote of the membership. 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 annual 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 Nelsons Ridge Homeowner's Association and shall hold office for a term of two years. The Developer shall be a director until all of the Lots situated within the tracts described in Article Two above have been sold or until the Developer relinquishes the right. (being Lot One (1) through Lot Forty-One (41), inclusive, together with certain land designated as Common Area on the recorded plat of said Nelsons Ridge, Unit One, Subdivision).

(C) Regular Meetings. The Board of Directors shall meet regularly at least once per month, at a time and place it shall select.

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

(E) Notices. Notice of any special meeting of the Board of Directors shall be given a least 7 days prior to such meeting, by written notice delivered personally, sent by telephone facsimile (FAX) equipment, or sent by mail to each Director. Any Director may waive notice of any 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.

(G) 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.

(H) Vacancies. Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number 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 be a President, who shall be one of the Directors of the Corporation, and a Secretary/Treasurer.

(B) Qualifications and Method of Election. The Officers shall be members of the

Nelsons Ridge Homeowner's Association and shall be elected by the Board of Directors, and shall serve for a term of one year. The President shall be a member of the Board of Directors.

(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 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 and by one other officer. The Secretary/Treasurer shall be a member ex officio of the finance committee.

(E) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the un-expired 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) nor 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 within the tracts described in Article Two above (being Lot One (1) through lot Forty-One (41), as well as all future phases, inclusive, together with certain land designated as common Area on the recorded plat of said Nelsons Ridge, Unit One Subdivision which are owned by and being developed by Developer as the same are subsequently platted) has been sold.

(B) Architectural considerations and preservation of natural amenities are major planning objectives in the development of Nelsons Ridge, Unit One Subdivision, and in the development by the Developer. 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. Generally, improvement plans will include, but not be limited to:

(1) A site plan indicating property lines, location of proposed structure and/or site improvements, and location of easements and setbacks.

(2) A floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.

(3) Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line.

(4) No chain link fences will be allowed. Fences are to be constructed of plastic or Cedar wood. No fence will be over 6 feet in height, except fences surrounding swimming pools, and no fence will extend past the back corners of the house. No side yard or front yard fences will be allowed, except on corner lots, where side yard fences may be permitted upon approval by the Architectural Control Committee.

(D) All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Control committee shall use its discretion and reasonable judgment in evaluating and passing upon all such plans, and shall not be liable to any person for its actions in connection with submitted plans and specifications.

(E) The Architectural Control Committee shall act upon the plans and specifications submitted within seven (7) working days after receipt of all first time construction and within thirty (30) days for homeowner revisions and additions. If no action is taken by the committee within the specified periods, the plans shall be deemed approved. Should the committee reject a plan or request for changes and the plans are resubmitted, the committee shall have ten (10) days upon which to act on the resubmitted plans.

(F) 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, now or in the future.

ARTICLE NINE FEES, DUES, AND 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 dues 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 a part of the normal operation of the Association, Regular Assessments may be levied against the Lots in the development of Nelsons Ridge, Unit One 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 Association 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 Lot into compliance with the provision of this Declaration, the Association Bylaws, or applicable Association Rules.
- (ii) Fines levied or fixed by the Association Board of Directors as provided herein.
- (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 this Declaration, the Association Bylaws, or applicable Association Rules.
- (v) Any charge designated as a Special Assessment in this Declaration, the Association Bylaws, 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) annual assessments or charges, and (2) special assessments under such terms and conditions as are herein provided. The annual and special assessments, together with penalties, interest, costs, and reasonable attorneys 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 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 thirty (30) days after

the due date, 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. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis. Annual assessments shall commence on all Lots sold for occupancy on the first day of the month following such sale and shall be due the first day of every month thereafter. The annual assessment period shall run from January 1 to December 31. The treasurer shall immediately notify each Owner in writing of any increase in the annual assessments. Unsold Lots owned by the Developer shall not be subject to annual 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 of lots one (1) through forty-one (41).

(E) Maximum Assessments. The maximum annual assessment of an Owner shall not be in excess of One Hundred Eighty dollars (\$180.00) per Lot, or Fifteen dollars (\$15.00) per month. For such ordinary expenditures as maintenance of Common Areas and facilities, supervision and management, and similar expenses and services as authorized by the membership and/or the Board of Directors. After January 1, 2012, the maximum annual assessment (dues) shall not be increased by more than seven percent (7%) of the previous year's assessment for any calendar year unless by a two-thirds (66%) vote of concurrence and approval of those members present at the annual or special membership meeting of the Association.

(F) Special Assessments. Special assessments, payable in installments or otherwise, may be authorized and levied as special dues for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, maintenance, or the replacement of a capital improvement. Special assessments shall only be authorized by a two-thirds (66%) vote of concurrence and approval of those members present at the annual or special membership meeting of the Association.

(G) Notices-Increases and Special Assessments. The Board of Directors shall give written notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase the annual assessment in excess of seven percent (7%), or to consider or act upon a proposal for a special assessment. The notice shall be mailed to all members not less than twenty 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. The Board of Directors is authorized to increase an annual assessment after January 1, 2012, by seven percent (7%) (or less) per annum; but, shall first give reasonable notice of its intentions to do so to all members and shall hold a hearing to provide Owners and members an opportunity to express themselves on the subject. Increase in the annual assessment in excess of seven

percent (7%), or of a special assessment, may be approved by mail ballot when affirmative votes are received and signed by sixty-six percent (66%) of all members of the Association after such ballot has been completed. The mail ballot is to authorize such an assessment in lieu of those procedures to be followed at a meeting of the membership. No assessment shall be levied or authorized before the calendar year in which the assessment is authorized. Two thirds (2/3) of the Board of Directors shall concur with any proposal for a special assessment or the increase of the annual assessment in excess of seven percent (7%) before the proposal is submitted to the Association membership for its action.

ARTICLE TEN FISCAL YEAR

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

ARTICLE ELEVEN AMENDMENTS

Any proposed amendment to these Bylaws, or to the Articles of Incorporation, or to the Declaration of Protective Covenants, must be submitted in writing at any regular or special meeting of the members of the Corporation. Notice of any proposed amendment, including the specifics of any proposed amendment, shall be submitted to the members, together with the notice of the meeting of the members, at least twenty (20) days prior to such meeting. Such proposed amendment shall be read to the meeting by the Secretary, and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by a two thirds (2/3) majority of the members entitled to vote. Not such amendment shall be effective without the consent of the Developer until all of the Lots in the Subdivision (being Lot One (1) through Lot Forty-One (41), inclusive, together with certain land designated as Common Area on the recorded plat of said Nelsons Ridge, Unit One, Subdivision which are owned by and being developed by Developer as the same are subsequently platted, as well as additional units in the Nelsons Ridge Development) 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 subdivisions, or with adjacent units or phases of Nelsons Ridge which are owned by and 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 dues, 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 _____, 2012.

NELSONS RIDGE HOMEOWNER’S ASSOCIATION

NELSONS RIDGE, L.L.C.

BY: _____
David D Nelson, Manger

ACTION OF THE BOARD OF DIRECTORS
OF
NELSONS RIDGE HOMEOWNER'S ASSOCIATION, INC

The undersigned, being all of the members of the Board of Directors of Nelsons Ridge Homeowner's Association, Inc., a Kansas corporation (the "Corporation"), hereby consent that the following resolutions and actions shall be taken and take the following actions in the name of and on behalf of the Corporation:

1. Articles of Incorporation, Bylaws and Purpose of Consent. Articles of Incorporation for the Corporation were heretofore filed with the Secretary of State of Kansas. Bylaws were adopted immediately prior to the execution of this instrument by consent of the undersigned. The same shall be placed with the records of the proceeding of the members and directors of the Corporation. The purpose of this consent is to further perfect the initial organization of the Corporation. The Articles of Incorporation, as filed with the State of Kansas and Bylaws are hereby ratified and accepted as the Articles of Incorporation and Bylaws are hereby confirmed.

2. Election of Officers. Each of the following persons is elected to the office(s) of the Corporation set forth after his name:

<u>Name</u>	<u>Office</u>
David D Nelson	President

3. Compensation of Officers. Officers of the Corporation shall be compensated in such amounts and in such manner as may be directed from time to time by the Board of Directors.

4. Adoption of Corporate Seal. The Corporation shall not adopt a corporate seal, and the officers are authorized and directed to print the words "No Seal" on any document which otherwise would require the imprint of a corporate seal.

5. Adoption of Form of Stock Certificates. The Corporation shall have no stock certificates, but rather shall be comprised of one class of members. The qualifications and rights shall be as follows:

- (1) Every beneficial owner, as distinguished from a security owner, of any of the following lots, to wit: Lots One (1) through Forty-One (41) in Nelsons Ridge, Unit One, Subdivision, as particularly described in these bylaws, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any lot.

IN WITNESS WHEREOF, the undersigned has executed this consent as of this
_____ day of _____, 2012.

NELSONS RIDGE HOMEOWNER'S ASSOCIATION, INC.

BY: _____
Nelsons Ridge, LLC
David D Nelson, Manger