

Book: 899 Page: 2761



Riley County Scanning Label



Amy M. Manges  
Register of Deeds  
Riley County, Kansas  
Book: 899 Page: 2761  
Receipt #: 259790 Total Fees: \$242.00  
Pages Recorded: 14  
Date Recorded: 3/6/2025 2:21:31 PM

# BYLAWS

Of the

## Williamsburg Townhome Association

Manhattan, Kansas 66502

# TABLE OF CONTENTS

## Bylaws

## Of the

## Williamsburg Townhome Association, Inc.

<u>Article</u>	<u>Page(s)</u>
I: Adoption and Applicability of Bylaws	1-2
1 Adoption of Bylaws	1
2 Applicability of Bylaws	1
3 Owners	1
4 Change of Ownership in Association	1
5 Definitions	1-2
6 Office	2
II: Board of Directors	2-4
1 Powers and Duties	2
2 Managing Agent Support	2
3 Election and Terms of Office	3
4 Removal of Board of Director Members	3
5 Regular Meetings	3
6 Special Meetings	3
7 Executive Session of the Board	3
8 Quorum of Board of Directors	3
9 Rules of Order	4

10	Fidelity Bonds	4
11	Compensation	4
12	Liability of the Board of Directors	4
III:	Meetings	4-5
1	Annual Meetings	4
2	Place of Meetings	4
3	Special Meetings	4
4	Notice of Meetings	4
5	Adjournment of Meetings	4
6	Voting	4
7	Majority Vote	5
IV	Officers	5-7
1	Election of Officers	5
2	President	5
3	President-Elect	5
4	Secretary	5
5	Treasurer	6
6	Execution of Instruments of the Association	6
7	Compensation of Officers	6
8	Conflict of Interest	7
V	Committees	7-8
VI	Amendments to Bylaws	8
VII	Conflicts	8

**BYLAWS**  
**OF**  
**WILLIAMSBURG TOWNHOME ASSOCIATION, INC.**

**Article I: ADOPTION AND APPLICABILITY OF BYLAWS**

**Section 1. Adoption of Bylaws.** These Bylaws first adopted the 24<sup>th</sup> day of September 2008 and amended the 10<sup>th</sup> day of February 2025 are the Bylaws of Williamsburg Townhome Association, Inc. These Bylaws govern the operations of the Association. The Association members are the recorded owners and spouses of the described real estate located in the City of Manhattan, Kansas (See Exhibit A).

**Section 2. Applicability of Bylaws.** The name of the association to which these Bylaws are applicable is the "Williamsburg Townhome Association, Inc.", hereinafter referred to as the "Association", pursuant to the provisions of the Kansas Townhouse Ownership Act. The Association consists of the owners of each Townhouse Unit as referred to and defined in the 2025 Declaration of the Williamsburg Townhome Association, Inc., hereinafter referred to as the "Declaration". The Declaration provides rules and regulations for the Association.

**Section 3. Owners.** Every owner of a townhouse unit, as defined in the Declaration, and their spouse shall be a member of the Association. Owners shall be entitled to one vote for each Unit owned. When more than one person owns an interest in any unit, all such persons shall be owners. The vote for each unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

**Section 4. Change of Ownership in Association.** Change of Ownership in the Association shall be established by recording a deed or other instrument in the Office of the Register of Deeds of Riley County, Kansas, establishing a record title to a townhouse unit and the delivery to the Association of a copy of such instrument. The owner(s) designated by such instrument shall thereby become a member of the Association and the membership of the prior owner shall thereby be terminated.

**Section 5. Definitions:** The terms used in these Bylaws shall have the meanings stated in the Kansas Townhouse Ownership Act, K.S.A. 58-3701 through 58-3713, as such Act may be amended from time to time and included in the Declaration.

**5.1 Unit** means one single-family townhouse residential building and the lot on which it is situated. The building may be joined together with one additional single family residential building by a common wall and/or roof and/or foundation. The lots are identified and described on the plat as reference in the Declaration.

**5.2 Unit Owner** means the contract purchaser of the Unit who has complies with provisions of the Declaration.

**5.3 Board of Directors of the Association** means a body of seven (7) elected Owners who jointly oversee the activities of the Association.

5.4 Quorum means fifty percent (50%) of the body plus one (1). A Quorum of the membership may be achieved by written, signed and dated proxy votes for those members unable to attend when such a method is approved in advance by the body.

5.5 Meeting means a planned gathering of owners for the purpose of conducting Association business.

**Section 6. Office.** The office of the Association shall be the registered office as on file with the Secretary of State of the State of Kansas, or at such other location as hereafter designated by the Board of Directors of the Association.

## **Article II: BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 1. Powers and Duties.** The affairs of the Association shall be governed by the Board of Directors of the Association, hereinafter referred to as the "Board". The Board shall have all of the powers necessary for the administration of the affairs of the Association, subject to the provisions of the Declaration and these Bylaws. Per KSA 58-4610, the Board will be comprised of seven (7) Unit owners. The Board's powers shall include the following:

- 1.1 To recommend an annual budget and to fix, levy and collect fees and charges approved by the Owners for the purpose of performing its duties under the Declaration.
- 1.2 To enforce rules and regulations consistent with the rights and duties established by the Declaration. The Board shall have the power to seek relief in any court for Declaration violations or to abate nuisances. In addition, the Board may, by contract or other agreement, enforce applicable ordinances of the City of Manhattan, Kansas or permit the City to enforce such ordinances for the benefit of the Association.
- 1.3 To establish and oversee standing and ad hoc committees consistent with the Declaration.

**Section 2. Managing Agent.** The Board may employ for the Association a management company or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. These shall include but are not limited to:

- 2.1 Invoices, collects, records and deposits members' Association dues.
- 2.2. Pays and records bills for services covered by Association dues.
- 2.3. Serves as the interface between the Association and vendors with regard to questions, problems and issues.
- 2.4. At the Board's request, negotiates service contracts for lawn and landscape, snow removal and trash service. (The Board votes to accept or reject these contracts.)

2.5 Provides financial information (cash journal, bank statements, invoice copies) to the treasurer monthly for analysis and/or audit.

2.6 Works with the treasurer to prepare a yearly budget analysis and create a proposed budget for the coming fiscal year.

**Section 3. Election and Terms of Office.** Members of the Board shall be elected for a three (3) year term. There shall be a limit of two successive terms. No one shall continue to serve on the Board after he/she ceases to be a Unit owner. Each member of the Board shall be elected by a majority of Unit owners, unless a Board member leaves the Board prior to the expiration of his/her term, in which case the Board may appoint another Owner to serve on the Board for the remainder of that term.

**Section 4. Removal of Board of Director Members.** At any regular or special meeting of the Owners, any member(s) of the Board may be removed for any reason by vote of a majority of Unit owners. Any member of the Board whose removal has been proposed by a minimum of five (5) Unit owners shall be given an Association hearing and opportunity to be heard prior to any vote to remove that Board member from office.

**Section 5. Regular Meetings.** The Board will meet every second Monday (unless notified otherwise). Per KSA 58-4612, regular Board meetings are held in open session to Unit owners, except during an Executive Session of a Board's regular meeting during which no final vote or action may be taken. Notice of regular meetings of the Board shall be given by the Secretary to each Owner at least five (5) business days prior to the day named for such meeting.

**Section 6. Special Meetings.** Special meetings of the Board may be called by the President on three (3) business days' notice to each Owner. Per KSA 58-4612, Special Board meetings are held in open session to Unit owners, except during an Executive session of a Board's regular meeting during which no final vote or action may be taken.

**Section 7. Executive Session of the Board.** An Executive session of the Board may be held only to:

7.1 Consult with the Association's attorney concerning legal matters.

7.2 Discuss existing or potential litigation or mediation, arbitration or administrative proceedings.

7.3 Discuss labor or personnel matters.

7.4 Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage.

7.5 Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

**Section 8. Quorum of Board of Directors.** Per KSA 58-4613, a quorum of at least four (4) Board members must be present for transaction of business. Each member of the Board shall be entitled to one (1) vote. A majority vote of those present constitutes the decision of the Board.

**Section 9. Rules of Order.** The President shall select the meeting rules, whether they be Roberts Rules of Order or otherwise. In any case, a member motion made and seconded must be put to a vote of the membership unless the motion is tabled. A motion may not be tabled if the intent to table is simply to delay a decision.

**Section 10. Fidelity Bonds.** The Board may, in its discretion, obtain reasonable and customary fidelity bonds for all officers and employees of the Association handling or responsible for funds of the Association. The premiums on such bonds shall constitute a common expense of the Association.

**Section 11. Compensation.** No Owner of the Board shall receive any compensation or credit towards any dues or assessments of the Association for acting as such, unless such compensation is reimbursement for actual expenses incurred on behalf of the Association.

**Section 12. Liability of the Board of Directors.** No member of the Board shall be liable for any mistake, judgment, negligence, or otherwise, in connection with his/her service on the Board, except for his/her own individual willful misconduct.

**Article III: MEETINGS**

**Section 1. Association Annual Meetings.** Annual meetings of the Owners shall be held on the third Tuesday of September of each year, or as otherwise determined by the Board. At such meetings, the Board shall be elected by ballot of the Owners. The Association may transact such other business at such meeting as may properly come before them including but not limited to approving minutes, budgets, electing officers, committee reviews and other such matters.

**Section 2. Place of Meetings.** Meetings shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners if so directed by the Board. The notice of any special meeting shall state the date, time, place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary to deliver to each Owner a notice of each annual or special meeting at least fifteen (15) but not more than thirty (30) days prior to such meeting, stating the date, time and place where it is to be held.

**Section 5. Adjournment of Meeting.** If any meeting cannot be held because a Quorum has not attended in person or by proxy, a majority of the Owners who are present at such meeting may adjourn the meeting.

**Section 6. Voting.** One Owner of each Unit, then in person or by proxy, shall be entitled to cast one (1) vote. The designation of any meeting proxy shall be made in writing, signed and dated by the person entitled to vote and shall be delivered to the Secretary prior to or at the meeting.

**Section 7. Majority Vote.** The vote of a majority of Owners at a meeting at which a Quorum shall be present shall be binding.

#### Article IV: OFFICERS

**Section 1. Designation and Election of the Officers.** The Principal officers of the Association shall be the President, the President-Elect, the Secretary and the Treasurer, all of whom shall be elected annually by the Board, generally at the annual meeting.

**Section 2. President.** The President shall be the chief executive officer of the Association with such general executive powers and duties of supervision and management as are usually vested in the office and shall carry into effect all directions and resolutions of the Board. The President shall preside at all meetings of the Board and Association. The President shall execute all bonds, notes, contracts, deeds, mortgages and any other instruments for and in the name of the Association. The President shall, unless the Board otherwise provides, be ex officio member of all standing committees.

**Section 3. President-Elect.** In the absence of the President, the President-Elect shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board may from time to time prescribe. The President-Elect will become the President at the conclusion of his/her term as President-Elect.

**Section 4. Secretary.** The Secretary will be elected by the Board members at/after the Annual Association Meeting and carry out the duties according to criteria set by the declaration, bylaws or other rules and regulations. The duties and responsibilities will include, but not be limited to:

4.1 Provide written notification of regular and special meetings to members of the Association and/or the Board of Directors, at least thirty (30) but not more than sixty (60) days in advance. The information provided should include date, time, place, purpose and attachments as appropriate or required; such as agendas, minutes, budgets, financial statements, proxy forms, etc. Notification may be delivered in person, email, U.S. mail or other agreed upon method.

4.2 Attend all annual and special meetings of the Association, regular and special meetings of the Board of Directors and committee meetings as directed or requested.

4.3 Record all actions and proceedings of the Board, regular and special meetings in minutes that are distributed to members and maintained in a book of minutes.

4.4 Provide a sign-in sheet to collect and tabulate proxy forms at the Annual Meeting as directed or requested.

4.5 Maintain all books, records, lists, correspondence and information, or duplicates (to include three (3) years of the Association's tax statements) required by the State of Kansas.

4.6 Send a copy of said minutes to each Owner within thirty (30) days of said meeting. It shall be the responsibility of the Secretary to give notice of all meetings of the Board and of the Association. The method of notice shall be at the discretion of the Board.

4.7 Perform such other duties and have such other authority as may be prescribed elsewhere in these bylaws or from the Board of Directors or Chief Executive Officer of the Association.

**Section 5. Treasurer.** The Treasurer will coordinate with the Management Company to assure the safekeeping of the funds and securities of the Association and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall render to the Association and the Board whenever they may require it, an account of all transactions of the Treasurer and the financial condition of the Association.

5.1 Audits the Association's financial records (cash journal, bank statements, etc.) at least once per year or at the Board's requires.

5.2 Works with the Manager to prepare a yearly budget and analysis for the coming fiscal year.

5.3 Maintains year-to-year records of budgets as approved by the Association membership.

5.4 Performs such other duties and has such other authority as may be prescribed elsewhere in these bylaws or from the Board of Directors or Chief Executive Officer of the Association.

**Section 6. Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deed, leases, checks and other instruments of the Association shall be executed by the President or by such other person or persons as may be designated by the Board.

**Section 7. Compensation of officers.** No officer shall receive from the Association any compensation or credit towards any dues or assessments of the Association for acting as such, unless such compensation is reimbursement for actual expenses incurred as an officer on behalf of the Association.

**Section 8. Conflict of Interest.** No officer shall serve on the Board or vote on any matter the disposition of which results in a conflict of interest. For example, no officer shall vote on a banking matter if that officer is employed by a bank.

#### Article V: COMMITTEES

The Board will appoint and oversee standing and ad hoc committees consistent with Declaration. Committee assignments shall be for a term set by the Board but shall not exceed three (3) years and in all cases be limited to owners. Each year the current and new members of each committee will elect a chairperson. Standing committees include but are not limited to *Executive, Architectural Landscape, Nomination and Social*.

5.1 Executive. The Executive Committee will consist of the President, President-Elect, Secretary, and Treasurer. This committee will act on behalf of the Board between meetings of the Board.

5.2 Architectural Landscape. This committee will consist of at least five (5) members and is responsible for ensuring compliance with the Declaration, Bylaws and rules and regulations established for the enjoyment of the unit owners and for the preservation of the quality and appearance of the properties. Specifically, the committee will:

a. Receive requests from unit owners concerning something they wish to construct or install and advise them if their request falls within the stated guidelines. If so, then the committee shall provide the unit owners with a written consent of work and copy the Board and Property Manager (if applicable). If the request does not comply with the stated guidelines, the committee shall provide the unit owners, in writing, with reason or concerns regarding non-compliance and copy the Board and Property Manager as applicable.

b. When there is a violation, the committee will advise the Board and the Property Manager as applicable.

c. While the committee is responsible for making recommendations to the Board on the common areas, all changes and authorizations must be approved by the Board.

5.3 Nominating. This committee consists of two (2) or more members who will present to the Board candidates for membership on the Board, for officers and for committee membership. The Board shall appoint this committee no later than August 1 of each year.

5.4 Social. This committee consists of two (2) or more members. They are responsible for planning and making arrangements for the social activities of the Association. The Board shall appoint this committee at their regular scheduled meeting in January for a one-year appointment.

#### **Article VI: AMENDMENTS TO BYLAWS**

These Bylaws may be modified or amended by the vote of a majority of the Association members at a meeting duly held for such purpose.

#### **Article VII: CONFLICTS**

In case any of these Bylaws are contrary to or in conflict with the provisions of the Declaration, the applicable provisions of the Declaration shall control.

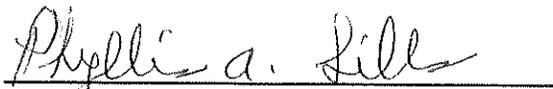
The foregoing was adopted as the Bylaws of Williamsburg Townhome Association, Inc., a corporation not for profit under the laws of the State of Kansas, at the meeting of its Owners on the 17th of September 2024.

**WILLIAMSBURG TOWNHOME ASSOCIATION**  
**A Kansas not for profit corporation**

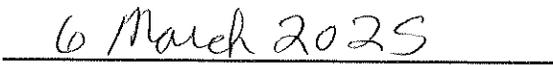
**ATTEST:**



**Steve Charland**  
**President**  
**Williamsburg Townhome Association**

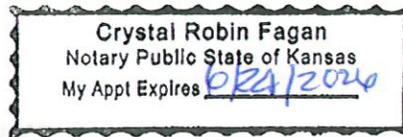


**Phyllis A. Sills**  
**Secretary**  
**Williamsburg Townhome Association**



**Date**

State of Kansas  
Riley County, Kansas



This instrument was acknowledged before me on March 6, 2020 by  
Steve Charland, President, and Phyllis Sills, Secretary, Williamsburg Townhome Association.

Name Crystal K. Fagan

Title Notary

My appointment expires 6/24/2020

## **EXHIBIT A**

### **Legal Description of Final Plats One through Nine**

- 1. Final Plat, Williamsburg Unit One (Lots 5, 6, 7, 8) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 2. Final Plat, Williamsburg Unit Two (Lots 10, 11) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 3. Final Plat, Williamsburg Unit Three (Lots 13, 14) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 4. Final Plat, Williamsburg Unit Four (Lots 16, 17) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 5. Final Plat, Williamsburg Unit Five (Lots 19, 20) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 6. Final Plat, Williamsburg Unit Six (Lots 22, 23, 25, 27, 28, 29, 30) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 7. Final Plat, Williamsburg Unit Seven (Lots 31, 32) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 8. Final Plat, Williamsburg Unit Eight (Lots 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**
- 9. Final Plat, Williamsburg Unit Nine (Lot 39A) a Residential Planned Unit Development, Manhattan, Riley County, Kansas**