

**ROSEWALK PLACE HOMEOWNERS ASSOCIATION, INC.
BYLAWS**

**ARTICLE I
Name, Offices and Definitions**

Section 1. Name.

The name of the Association is Rosewalk Place Homeowners Association, Inc. (hereinafter the "Association").

Section 2. Definitions.

The capitalized words and terms used but not otherwise defined herein shall be deemed to have the same meanings as are given those words and terms in the Declaration of Covenants, Conditions and Restrictions of Rosewalk Place (the "Declaration"), as such Declaration may have been subsequently amended from time to time, and as 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 which is hereinafter referred to as the "Act," unless the context otherwise requires.

Section 3. Principal Office.

The principal office of the Association shall be located at 2310 Anderson Avenue, Manhattan, Riley County, Kansas, 66502.

Section 4. Other Offices.

The Association may also have offices at such other places both within and without the State of Kansas as its board of Directors may from time to time determine or the business of the Association may require.

**ARTICLE II
Members**

The qualifications and responsibilities of Members and the manner of their admission into the Association shall be as follows:

Section 1. Members.

Each Owner, by virtue of the ownership of a Unit, shall be a Member of this Association (individually, a "Member" and collectively, the "Members"); provided, however, each Unit shall have no more than one Membership. Each Owner shall remain a Member until such time as such ownership ceases for any reason. Developer

shall also be a Member of this Association and shall hold such membership rights as are set forth in the Declaration.

Section 2. Prohibition of Assignment, etc., of Member's Share in Funds of Association.

The share of a Member in the funds and assets of the Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner except as an appurtenance to the Member's Unit.

ARTICLE III
Member Meeting and Voting

Section 1. Place of Meetings.

The annual meeting of Members and all other meetings of Members shall be held at a location convenient to the Members.

Section 2. Annual Meetings.

The annual meetings of the Members shall be on or before March 31 of each year, at such time and place as is specified by the President (as defined below) or, in the absence of the President, by the Vice-President (as defined below) provided, that the Board, from time to time, at any regular or special meeting, may designate a different day for the annual meeting. At the annual meeting, directors shall be elected, reports on the affairs of the Association shall be considered, and any other business may be transacted which is within the power of the Members.

Written or electronic notice of each annual meeting shall be given to each Member entitled to vote, except as provided by K.S.A. 17-6520(b), either personally, by electronic mail, by regular mail or other means of electronic or written communication, charges prepaid, addressed to such Member at his address appearing on the books of the Association or given by him to the Association for the purpose of notice. If a Member gives no address or electronic mail address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the address of the Unit, the ownership of which entitles the Member to vote. All such notices shall be sent to each Member entitled thereto not less than ten (10) days nor more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by

statute. Notification of meetings must include: (a) a statement of the general nature of any proposed revisions to the Declaration or these Bylaws; (b) any budget proposals or changes; and (c) any proposal to remove an officer or director.

Section 3. Special Meetings.

Special meetings of the Members, for any purpose or purposes whatsoever, may be called at any time by the President or by a majority of the Board of Directors, or by Members holding not less than one-tenth (1/10) of the voting power of the Association. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of Members. Notices of any special meeting shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted. If a special meeting of the Members has not been set within thirty (30) days of the special meeting's calling, the requesting party may directly notify all of the Members of the special meeting.

Section 4. Adjourned Meeting and Notice Thereof.

Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members who are either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at such meeting.

When any Members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, if the time and place thereof are announced at the meeting at which such adjournment is taken.

Section 5. Voting.

Unless the Board of Directors has fixed in advance a record date for purposes of determining entitlement to vote at the meeting, the record date shall be as of the close of business on the day next preceding the date on which the meeting shall be held. Each Member shall be entitled to one (1) vote for each Unit owned in the subdivision by the Member. When more than one person is the owner of a Unit, the votes for that Unit shall be cast as the owners shall determine, but in no event shall more than the vote allocated by the Declaration to the Unit be voted. The votes allocated to a Unit shall not be split

but shall be voted as a single whole. The election of Directors shall be without written ballot, unless requested by any Member, in which case the election of Directors shall be by written ballot. Whenever any corporate action is to be taken by vote of the Members, it shall, except as otherwise required by law or by the Articles of Incorporation, be authorized by a majority of the votes cast at a valid meeting of Members. No cumulative voting shall be permitted.

Section 6. Quorum.

A quorum at meetings of the Members shall consist of Members present, in person or by proxy, representing at least twenty percent (20%) of the total votes in the Association.

Section 7. Consent of Absentees.

The transactions of any meeting of Members, either annual or special, however called and regardless of notice, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Proxies.

Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of twelve (12) months from the date of its execution, unless the person executing it specified therein the length of time for which such proxy is to continue in force, and provided further, that no proxy may be given to a person who is not a Member of the Association.

Section 9. Inspection of Corporate Records.

The books of account and minutes of proceedings of the Members, the Board of Directors and of executive committees shall be open to inspection upon the written demand of any Member within five (5) days of such demand during ordinary business hours if for a purpose reasonably related to his interest as a Member. The list of Members entitled to

vote as often (10) days before the meeting, shall be prepared at least ten (10) days before every meeting of Members by the officer in charge of the Membership ledger, which shall be the Secretary, and shall be open to inspection by any Member, for any purpose germane to the meeting, during ordinary business hours for at least ten (10) days prior to such meeting. Such inspection may be made in person or by an agent or attorney authorized in writing by a Member and shall include the right to make abstracts. Demand of inspection other than at a Members' meeting shall be made in writing upon the President, secretary, assistant secretary or general manager of the Association. The list of Members entitled to vote shall be up-dated each day until the day of the meeting.

The Association shall retain copies of the following records for a period of five (5) years: (a) all receipts and expenditures; (b) minutes of all meetings except for executive sessions of the Board of Directors; (c) names of all Members, in alphabetical order, with addresses; (d) the Declaration of the Association, these Bylaws and the rules of the Association; (e) names and addresses of current Members of the Board; (f) the Association's most recent annual report, if any; (g) copies of current contracts to which the Association is a party; (h) records of architectural approvals, if any; and (i) ballots, proxies and other records relating to voting by the Members of the Association for one (1) year after the election, action or vote to which they pertain. The Association must also retain copies of all financial statements and tax returns for a period of five (5) years.

Section 10. Inspection of Bylaws.

The Association shall keep in its principal office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during ordinary business hours.

Section 11. Attendance of Mortgagee at Meetings.

Any Mortgagee of a Unit may attend and participate in any general or special meeting, but shall have no vote unless granted by proxy.

Section 12. Statement of Members and Votes.

At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all Members present in person or by

proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

Section 13. Order of Business at Annual and Other Meetings.

The order of business at the annual meetings of the Members, and, as far as is applicable and practical, at all other meetings of the Members shall be:

1. Certification of Members and votes present.
2. Proof of notice of meeting or waiver of notice.
3. Approval of minutes from previous meetings.
4. Reports of officers.
5. Reports of committees.
6. Old business.
7. New business.
8. Adjournment.

The presiding officer may vary such order as the presiding officer deems necessary. Notwithstanding the provisions of this Article III, Section 13 or anything herein to the contrary, Members shall be permitted to comment at all meetings of the Members.

ARTICLE IV

Directors

Section I. Powers.

Subject to limitations of the Articles of Incorporation, of the Bylaws, and of the Kansas Corporation Code as to action which shall be authorized or approved by the Members, and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the direction of, and the business and affairs of the Association shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to wit:

First: To select and remove all the other officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law or with the Articles of Incorporation or the Bylaws,

fix the compensation of agents and employees, and require from them security for faithful service.

Second: To conduct, manage, and control the affairs and business of the Association, and to make such reasonable rules and regulations therefore not inconsistent with the law or with the Articles of Incorporation or the Bylaws, as they may deem best. Notwithstanding the foregoing, before adopting, amending or repealing any rules, the Board must notify the owners of its intent and provide the text of the rule and the date on which the proposed action will be considered and after adopting, amending or repealing any rule, the Board must provide owners with a copy of the text of the change.

Third: To change the principal office and registered office for the transaction of the business of the Association from one location to another; to fix and locate from time to time one or more subsidiary offices of the Association within or without the State of Kansas; to designate any place for the holding of any Members' meeting or meetings.

Fourth: To appoint an executive committee and other committees, and to delegate to such committees any of the powers and authority of the Board in the management of the business and affairs of the Association, except the power to adopt, amend or repeal the Bylaws of the Association. Any such committee shall have at least one director as a Member.

Fifth: To prepare and provide to Members annually a report containing at least the following:

(i) A statement of any capital expenditures in excess of two (2%) percent of the current budget or Five Thousand (\$5,000.00) Dollars, whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years; (ii) a statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board; (iii) a statement of the financial condition of the Association for the last fiscal year; (iv) a statement of the status of any pending suits or judgments to which the Association is a party; (v) a statement of the insurance coverage provided by the Association; (vi) a statement of any unpaid assessments due and

payable to the Association, identifying the Unit and the amount of the unpaid assessment.

- Sixth: To adopt and amend budgets and to determine, establish, and collect assessments against Members to pay the Common Expenses.
- Seventh: To use the proceeds of assessments in the exercise of its powers and duties.
- Eighth: To maintain, repair, replace, and operate the Common Properties.
- Ninth: To restore, replace, and repair improvements as provided in the Declaration.
- Tenth: To enforce the provisions of the Declaration, these Bylaws, the Act, and the rules and regulations established by the Board or Association, including recovery of monetary penalties and injunctions, and including purchase of Units, in the name of Association, at foreclosure or other judicial sale.
- Eleventh: To obtain and maintain insurance as provided in the Declaration.
- Twelfth: To contract for management of the Units and to delegate to such manager such powers and duties as the Board shall determine, except such as are specifically required by the Declaration, these Bylaws, or the Act, to be done by the Board or the Members, provided that no such contract shall be entered into for a period exceeding one (1) year and shall provide, at a minimum, that it shall be terminable by the Association, for cause, upon thirty (30) days written notice. The Board shall notify all Members upon any change in the management of the Units and make any management contract available to the Members upon request.
- Thirteenth: To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and for proper care and maintenance of the Common Properties.
- Fourteenth: To pay all Common Expenses.

- Fifteenth: To contract for such services for the Units as the Board deems necessary or desirable.
- Sixteenth: To bring, prosecute, defend, settle and intervene in actions and lawsuits with respect to any cause of action relating to the Units, the Common Properties for which the Association has an obligation or duty. All costs and expenses incurred in connection with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties or the Members benefited thereby, shall be a Common Expense.
- Eighteenth: To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.
- Nineteenth: To perform such other acts as may be delegated to the Association or Board by applicable statutes, the Declaration, these Bylaws, or the Act, and to perform such other acts as may be incidental to or necessary in the performance of the foregoing.
- Twentieth: To borrow money for the repair, replacement, maintenance and reconstruction of Common Properties, and to pledge and pay assessments, and any and all other revenue and income for such purpose.
- Twenty-first: To impose from time to time, and collect, reasonable rates, fees and charges for the use, rental or operation of facilities and other amenities fanning all or part of the Common Properties.
- Twenty-second: To grant leases, licenses and concessions not to exceed one (1) year and utility easements through and over the Common Properties; provided, however, that after conveyance to owners of Units to which more than fifty (50%) percent of the voting power is allocated, the Association may by resolution of the Members at a meeting duly called for such purpose grant leases, licenses and concessions in excess of one (1) year and easements through and over the Common Properties.
- Twenty-third: To impose and collect reasonable charges, including attorneys' fees, for the evaluation, preparation and recordation of amendments to the Declaration, or statements of unpaid assessments.

Twenty-fourth: To provide for indemnification of the Association's Officers and Directors and maintain Directors and Officers liability insurance in an amount of at least One Million Dollars (\$1,000,000.00).

Twenty-fifth: To assess against any Owner who fails or refuses to make any payment of the Common Expenses when due, the amount thereof, together with a late charge of Twenty Five Dollars (\$25.00) per month after the 10th day of the month in which the payment becomes due.

Twenty-sixth: To assess, after notice and an opportunity to be heard, levy reasonable fines for violations of the Act, the Declaration, these Bylaws, or the rules and regulations of the Association.

Notwithstanding the foregoing, the Board may not perform any of the following acts: (1) amend the Declaration of the Association, except as provided by law; (2) amend the Bylaws; (3) terminate the Association; (4) elect a Board Member except to fill vacancies on the Board until the next election of Board Member(s); and (5) determine the Board's qualifications, powers, duties, or terms of office.

Section 2. Number and Qualification of Directors.

The authorized number of Directors of the Association shall be no less than three (3) but no more than five (5) until changed by amendment to these Bylaws. Directors must be Members, or if an owner of a Unit is an entity, then a Director may be a person appointed by the entity.

Section 3. Election and Term of Office.

The term of office will be one (1) year. Directors shall be elected at each annual meeting of Members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of Members held for that purpose as soon thereafter as conveniently may be. Any Board Member may be removed from office, by action of the Members, in accordance with the following procedures: Upon the presentation to the President of the Association of a petition duly executed by thirty-four percent (34%) or more of all of the Members in favor of the removal from office of the Board Member(s) therein named, a special referendum meeting of the Members shall be promptly held to determine whether such Member or Members of the Board should be removed from office. Notice of such meeting shall be provided in

accordance with the provisions set forth in Article III, Section 2 above, except that the attempt of the Members to remove such Board Member(s) must be listed as an item in the notice of such meeting. At said meeting, upon the affirmative vote of two-thirds (2/3) of all of the Members then-entitled to vote to remove such Board Member(s) from office, such Board Member(s) shall be so removed. However, the Board Member(s) being considered for removal must have a reasonable opportunity to speak before the vote of the Members. Any vacancy on the Board created by the removal of a Board Member as herein provided shall be filled by an election of all of the Members in the manner provided in the Association's Articles or these Bylaws for the election of Directors.

Section 4. Vacancies.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. If at any time, by reason of death, resignation, or other cause, the Association should have no directors in office, then any officer or any Member or any executor, administrator, trustee or guardian of a Member or other fiduciary entrusted with like responsibility for the person or estate of a Member may call a special meeting of the Members in accordance with the provisions of these Bylaws, or may apply to the district court for a decree summarily ordering election as provided for by the Kansas Corporation Code. Each director so elected shall hold office until his successor is elected at an annual or a special meeting of the Members.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of Directors be increased, or if the Members fail, at any annual or special meeting of Members at which any director or directors are elected, to elect the full authorized number of Directors to be voted for at the meeting, or if any director or directors elected shall refuse to serve. The Members holding at least ten percent (10%) of the outstanding voting Memberships may call a meeting at any time to fill any vacancy or vacancies not filled by the directors, in accordance with the above procedures. If the Board of Directors accepts the resignation of a director rendered to take effect at a future time, the Board shall have power to elect a successor to take office when the resignation is to become effective. No reduction of the authorized number of Directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. Place of Meeting.

Regular and special meetings of the Board of Directors shall be held at any place within the State of Kansas which has been designated from time to time by resolution of the Board or by written consent of all Members of the Board. In the absence of such designation, all meetings shall be held at the principal office of the Association.

Section 6. Organizational Meeting.

Immediately following each annual meeting of Members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby waived.

Section 7. Annual Meetings.

The Board must meet at least twice annually during the period of Developer control of the Association, as set forth in the Declaration. After the termination of Developer control, the Board of Directors must meet at least annually. The location of board meetings shall always be at the Association's location or at a convenient place for the Members.

Section 8. Special Meetings.

Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President or, if the President is absent or unable or refuses to act, by the Secretary or by any other director. Notice of such special meetings, unless waived by attendance thereat or by written consent to the holding of the meeting, shall be given by written or electronic notice mailed at least five (5) days before the date of such meeting or be hand delivered or notified by email at least two (2) days before the date such meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon addressed to the director at his residence or usual place of business. If notice be given by electronic mail, such notice shall be deemed to be delivered when the same is sent to the most recently provided electronic mail address for a director.

Section 9. Notice of Board Meetings.

Unless the Board meeting is either an emergency or held pursuant to a notice previously provided to all Members, the Board must notify the Members of a board meeting at least seven (7) days in advance of such meeting. Notice of a board meeting shall include the

time, date, place and agenda. Copies of materials distributed to the Board except for unapproved minutes or materials for executive sessions shall be reasonably made available to Members.

Section 10. Quorum.

A majority of the total number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

Section 11. Meeting By Telephone.

Members of the Board of Directors of the Association, or any committee designated by such board, may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

Section 12. Adjournment.

A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the Board.

Section 13. Open Meetings.

Board of director meetings and committee meetings must be open to the Members except for executive sessions of the Board, which are limited to discussions involving: (1) consultation with the Association's attorney; (2) litigation or related alternative dispute resolution proceedings; (3) labor or personnel matters; (4) leases, commercial transactions or purchase if information released would compromise the Association's position; and (5) matters that would violate the privacy of any person.

Section 14. Votes and Voting.

All votes required of Directors hereunder may be by voice vote or show of hands, unless a written ballot is required, which request may be made by anyone director. Each director shall have one (1) vote. Every reference to a majority or other proportion of Directors shall refer to a majority or other proportion of the votes of such directors.

Section 15. Inspection of Books and Records.

Any director shall have the right to examine the Association's Membership ledger, list of its Members and its other books and records for a purpose reasonably related to such director's position as a director. When there is any doubt concerning the inspection rights of a director, the parties may petition the District Court, which may, in its discretion, determine whether an inspection may be made and whether any limitations or conditions should be imposed upon same.

Section 16. Fees and Compensation.

Directors shall not receive a salary for their services as directors, but may be paid for out-of-pocket expenses incurred in the performances of their duties as Directors.

Section 17. Director Indemnity.

The Association shall indemnify the Directors of the Association for all reasonable expenses and liabilities incurred as a result of their service to the Association.

ARTICLE V
Officers

Section I. Officers.

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, who shall, at all times, also be members of the Board of Directors of the Association. The Association may also have, at the discretion of the Board of Directors, a chairman of the Board, one or more vice-presidents, one or more assistant secretaries and one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. All officers, except the Secretary, must be Members. Any number of offices may be held by the same person.

Section 2. Election.

The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V shall be chosen annually by the Board of Directors, and each shall hold his/her office for a one (1) year term, unless such officer shall resign, or shall be removed or otherwise disqualified to serve.

Section 3. Subordinate Officers, Etc.

The Board of Directors may appoint such other officers as the business of the Association may require, each of whom shall have authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time specify, and shall hold office until he/she shall resign or shall be removed or otherwise disqualified to serve.

Section 4. Compensation of Officers.

No officer of the Association shall receive compensation for his/her services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

Section 5. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6. Removal and Resignation.

An officer of the Association may be removed in the same manner as is prescribed in Article IV, Section 3 above. Any officer may resign at any time upon written notice to the Association.

Section 7. Chairman of the Board.

The chairman of the Board, if there be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and

duties as may be from time to time assigned to the chairman by the Board of Directors or prescribed by these Bylaws.

Section 8. President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. The President shall preside at all meetings of the Members and, in the absence of the chairman of the Board, at all meetings of the Board of Directors. The President shall be ex officio a Member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 9. Vice-President.

In the absence or disability of the President, the vice-president or vice-presidents, if there be such an officer or officers, in order of their rank as fixed by the Board of Directors, or if not ranked, the vice-president designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The vice-presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

Section 10. Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and Members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at Members' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the Association's transfer agent, a Membership ledger showing the names of the Members and their addresses.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board of Directors required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 11. Treasurer.

The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection to any director.

The treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of the treasurer's transactions and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The treasurer shall, if required by the Board of Directors, be bonded.

Section 12. Execution of Agreements, etc.

All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any two (2) individual persons, both of which are officers of the Board or by such other person or persons as may be designated from time to time by the Board.

Section 13. Officers Indemnity.

The Association shall indemnify the Officers of the Association for all reasonable expenses and liabilities incurred as a result of their service to the Association.

ARTICLE VI
Assessments

Section 1. Obligation of Members to Pay Assessments: Amount of Levy.

Each Owner shall be severally liable for the Common Expenses that are levied against his/her Unit while an Owner. Each Unit shall be assessed an equal base assessment and for any Common Expenses not covered thereby, each Unit shall be assessed in accordance with that Unit's percentage of ownership.

Section 2. Annual Budget.

On or before April 1 of each fiscal year, beginning with the fiscal year beginning January 1, 2017, the Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. Prior to the adoption of the budget: (a) all Members must receive notice that the Board is proposing said budget at least ten (10) days in advance; (b) a copy of the proposed budget must be available to any Member who requests it; and (c) Members must be given a reasonable opportunity to comment on the proposed budget before the Board adopts the budget.

Section 3. Reserve Funds.

The Board shall establish such maintenance funds and reserves from time to time as it deems necessary or desirable, including the following:

- (a) Reserve Fund for Replacements. To this fund shall be credited all sums collected or set aside for the purpose of effecting replacements of structural elements, and other Common Properties.
- (b) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of Assessments and other contingencies.
- (c) Maintenance Fund. To this fund shall be credited collections of assessments for all Common Expenses for the current year as well as common profits and surplus from the previous year.

The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

Section 4. Failure to Prepare Budget and Levy Annual Assessments Deficiencies.

The failure of the Board to prepare or delay of the Board in preparing any budget, and to levy or in levying Assessments, shall not constitute a waiver or release of the Members' obligation to pay Assessments whenever the same shall be determined and levied by the Board. Until a new Assessment is levied by the Board, each Member shall continue to pay the Assessment previously levied in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an Assessment shall not in any way affect its validity or the obligation of Members to pay such Assessment.

Section 5. Assessment Roll: Statement.

All Assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Association for inspection at all reasonable times by Members and Mortgagee, and their duly authorized representatives. The assessment roll shall be made available by the Treasurer and/or by a third-party management company appointed by the Association. Such roll shall include, for each Unit, the name and address of the Owner, all Assessments, levied, and the amount of all Assessments unpaid. The Association, upon written request, shall furnish to an Owner, or his/her authorized agent, a statement setting forth the amount of unpaid Assessments currently levied against his/her Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding upon the Association and all owners. For such statement a reasonable fee may be charged by the Board.

Section 6. Default and Enforcement.

If any Assessment, or installment thereof, remains delinquent for ten (10) days, then that Assessment, and all other assessments then a lien against that Unit, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Association. The Board shall provide written notice to each Mortgagee with respect to a Unit if the Owner is delinquent thirty (30) days and shall notify the Mortgagee that all sums are due and payable and that the Board may foreclose.

ARTICLE VII
Miscellaneous

Section 1. Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors. Notwithstanding anything herein to the contrary, a third-party management company engaged by the Association to assist the Association in the management of the Association shall have the ability to issue checks to vendors and to receive all dues and other amounts owed to the Association (e.g., late fees, utility deposit refunds, etc.).

Section 2. Annual Report.

No annual report to Members shall be required, but the Board of Directors may cause to be sent to the Members reports in such form and at such times as may be deemed appropriate by the Board of Directors.

Section 3. Contracts, Deeds, Etc., How Executed.

The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents to enter into any contract to execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount, provided, however, that any contracts, agreements, deeds or other instruments conveying land or any interest therein, and any other documents shall be executed on behalf of the Association by the President, or by any other specific officer, agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the Association by the President or the Board of Directors.

Section 4. Fiscal Year.

The fiscal year of the Association shall be the calendar year.

Section 5. Subdivision.

No owner may subdivide or convert, relocate the boundaries of, or alter, his/her Unit, except as otherwise provided in the Declaration.

Section 6. Parliamentary Authority.

Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these Bylaws, the Act or any statutes of the State of Kansas applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian if he/she deems it necessary.

Section 7. Compliance with the Act; Conflict; Severability.

These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any such term, provision, limitation, paragraph or clause of these Bylaws or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

Section 8. Notice.

Notices provided for in these Bylaws, the Declaration, or the Association Rules, shall be either electronic or in writing, unless specifically mentioned herein, and shall be addressed to the Association at the address specified in these Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Members at such time. All notices to Members shall be to the last mailing address and/or electronic mail address (to the extent that a Member has an electronic mail address) of a Member designated by such Member and shown on the records of the Association. In the absence of such a designation by a Member, notice may be given by hand delivery, U.S. Mail or commercial delivery service, electronically, or any other method reasonably calculated to provide notice to such Member. Any Member may designate a different address or addresses for notice to it by giving written notice of its change of address to the Association. Notices addressed as set forth above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment thereof. In the interest of establishing a reasonable method of communication between the Association and the Members. or

between Members, the Association shall provide the designated mailing address and/or electronic mail address of all Members to any Member who shall request such information.

Section 9. Interpretation of Bylaws.

Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

ARTICLE VIII

Amendments

Section 1. Power of Members and Directors to Amend Bylaws.

The Bylaws of the Association may from time to time be repealed, restated, amended or altered, or new Bylaws may be adopted, by not less than sixty-seven (67%) percent of the Units.

Section 2. Power of Corporate Officers to Amend the Declaration on Behalf of the Association.

Following the required approval of a proposed amendment by the Members of the Association as set forth in the Declaration, the President of the Association shall be permitted to amend the Declaration on behalf of the Association. The Secretary of the Association shall attest the amendment to the Declaration and shall state whether the amendment to the Declaration was properly adopted. Both the President and the Secretary of the Association shall acknowledge the amendment of the Declaration as officers of the Association.

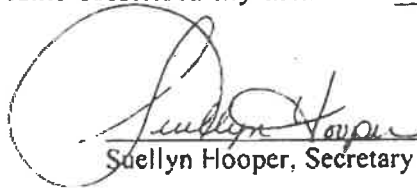
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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

- (1) That I am the duly elected and acting secretary of Rosewalk Place Homeowners Association, Inc., a Kansas corporation organized not for profit; and
- (2) That the foregoing Bylaws, comprising twenty-two (22) pages, constitute the Bylaws of said Association, as duly adopted on the ____ day of January, 2017.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this ____ day of January, 2017.


Suellyn Hooper, Secretary

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED that on this 20th day of January, 2017, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Suellyn Hooper, as Secretary of Rosewalk Place Homeowners Association, Inc., who is personally known to me to be the same person who executed the foregoing Bylaws as Secretary of such Association and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.


Notary Public

My appointment expires: 7/22/20

