

AMENDED AND RESTATED BYLAWS OF THE PRAIRIE HILLS HOMES ASSOCIATION

ARTICLE ONE OFFICES

The Prairie Hills Homes Association ("**Association**") may have such corporate offices, and may have such registered agent and address, within the state of Kansas as the Board of Directors of the Association ("**Board**") may determine from time to time.

ARTICLE TWO PURPOSES

The purposes and objectives of the Association shall be to promote civic and general welfare for the residents and owners of real property in the Prairie Hills Subdivision. "**Prairie Hills Subdivision**" shall include all such area in Johnson County, Kansas within the "district" as defined in the Association's Homes Association Declaration dated July 7, 1950, filed as document number 402621 in Book 46 Miscellaneous, Page 158 in the office of the Register of Deeds of Johnson County, Kansas, as amended ("**Declaration**").

Such purposes may include, but are not limited to, the preservation and enhancement of property values in the Subdivision; aiding and cooperating in the enforcement of applicable declarations of restrictions that bind such property; and fulfillment of the purposes, directives and goals provided in the Declaration. In addition, the Association may, in its discretion, provide additional services to its members in accordance with such purposes including but not limited to: hosting social programs; enhancing recreational and cultural opportunities and amenities; maintaining parks, islands, entry ways, and other assets owned or used by the Association; acting as an advocate for the interests of the Subdivision with government authorities; interacting with other groups and individuals; communicating with and providing a forum for member dialogue and complaint resolution; and providing trash removal, snow removal, and private security patrol services to the Association members. The intent of any such services should be to promote community spirit, sustainability, and pride in the neighborhood. Notwithstanding anything else in this Article, the Association shall at all times comply with its Articles of Incorporation (as amended), the Declaration; applicable local, state, and Federal law; and such requirements as are necessary to maintain the Association's tax-exempt status.

ARTICLE THREE MEMBERS

A. Eligibility. Any person who owns the legal fee title of record to any lot or tract of land within the Prairie Hills Subdivision shall be eligible to membership in the Association, subject to the approval of the Board.

B. Joint Tenants. In case legal title to any lot or tract of land in the Prairie Hills Subdivision is held in any form of joint tenancy or tenancy in common, the owners thereof shall be eligible to membership but shall jointly have the right to cast only one vote for any candidate at any election or on any question, or such owners may, if they prefer, designate in writing one of them as member in their stead, and he/she shall thereupon become eligible to membership, subject to the approval of the Board.

C. Minors. In case legal title to any lot or tract of land in the Prairie Hills Subdivision is held by one or more minors, then their natural or legal guardian or guardians shall be eligible to membership, or, if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question. Or such guardians may, if they prefer, designate in writing one of them as member in their stead, and he/she shall thereupon become eligible to membership, subject to the approval of the Board.

D. Legal Entities. In case legal title to any lot or tract of land in the Prairie Hills Subdivision is held by a corporation or another legal entity other than a natural person, then the governing body of such entity, or its duly appointed officer, shall thereupon become eligible to represent such membership, subject to the approval of the Board.

E. Contract for Deed. In case any lot or tract of land in the Prairie Hills Subdivision is owned subject to a contract for deed, the owner or owners of the legal title thereto may designate in writing the vendee or any one of the vendees if there is more than one under said contract as the member representative of said owner or owners, and said representative shall thereupon become eligible to membership instead of the owner, subject to the approval of the Board.

F. Duration. Membership in the Association may continue only during ownership of any lot or tract of land in the Prairie Hills Subdivision by the member or person or party whom he/she represents as herein provided.

G. List. The Secretary shall keep a correct list of the members who are in good standing and entitled to vote and their last known addresses. All members shall notify the Secretary of any change of address.

H. Voting. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. Any person otherwise eligible for membership in the Association with unpaid dues or other Association accounts more than sixty (60) days overdue shall be a member not in good standing and shall not be eligible to vote on any Association matter concerning assessments or fees (including the annual budget), until such accounts are paid in full, but shall be eligible to vote on other matters. Ownership by one person or legal entity--or by any one affiliated group of persons or legal entities--of more than one lot within the Prairie Hills Subdivision shall, in each of such cases, constitute only one membership, and such membership shall carry with it in each of such cases the right to only one vote. At membership meetings all votes shall be cast in person or by written proxy filed with the Secretary before the meeting with such written proxy to include the duration of such proxy (not to exceed three years).

ARTICLE FOUR **MEETINGS OF MEMBERS**

A. Annual and Special Meetings. The regular annual meeting of the members of the Association shall be held on the third Wednesday in March of each year or at such other date as determined by the Board, at such place and at such time as is fixed by the Board and set out in the notice of such meeting. Special meetings of the members of the Association may be held at any time upon the request of the President, the Board, or any ten (10) Association members to the Secretary to call the meeting. If the Association does not notify members of a special meeting within thirty (30) days after the requisite number of members request the Secretary to do so, the requesting members may directly notify all the members of the meeting. Only matters described in the meeting notice may be considered at a special meeting.

B. Notice. The members of the Association shall be notified of each annual and special members meeting not less than ten (10) nor more than sixty (60) days before the

meeting date. This minimum time to give notice may be reduced by the Board for a meeting called to deal with an emergency. Notices need only be given to members appearing as such on the books of the Association. The notice for any meeting shall state the time, date, and place of the meeting and the items on the agenda, including, if applicable: A statement of the general nature of any proposed amendment to an applicable governing document; any budget proposals or changes; and any proposal to remove an officer or Director. Attendance at any meeting waives notice thereof (unless such presence is solely for the express purpose of objecting to the legal sufficiency of such notice).

C. Quorum, Voting. At any regular or special Association member meeting, ten (10) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary to transact any Association business, unless another minimum vote threshold is expressly required by these bylaws or applicable law. If the meeting is not held at the time specified because of the lack of quorum or other cause, the meeting may be adjourned from day to day until a quorum can be had or until a day certain at which a quorum is present. All votes required of members may be by either voice vote, show of hands, or written ballot in the discretion of the Board, unless a written ballot is requested by any one member in which case a written ballot shall be used. Members shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Association or the Prairie Hills Subdivision, including but not limited to the proposed annual budget of the Association.

D. Electronic Meetings. Member meetings may be conducted by telephonic, video, Internet or other conferencing process if the meeting notice states the conferencing process to be used and provides information explaining how members may participate in the conference directly or by meeting at a central location or conference connection. Such process must provide all members the opportunity to hear or perceive the discussion and to reasonably comment as provided as provided above.

E. Member Action in Lieu of Meeting. The Association may conduct a member vote without a meeting provided that:

- (1) The Association shall notify the members that the vote will be taken by ballot;
- (2) The Association shall deliver a paper or electronic ballot to every member entitled to vote on the matter;
- (3) The ballot must set forth each proposed action and provide an opportunity to vote for or against the action;
- (4) When the Association delivers the ballot, it shall also indicate the number of responses needed to meet the quorum requirements (ten (10) members); state the percent of votes necessary to approve each matter other than election of Directors; specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and describe the time, date, and manner by which members wishing to deliver information to all members regarding the subject of the vote may do so.

ARTICLE FIVE **BOARD OF DIRECTORS**

A. Powers. The corporate powers of this Association shall be vested in the Board. The Board shall have the authority to do all things necessary or convenient to manage and direct the affairs of the Association.

B. Number, Qualifications. The Board shall consist of five (5) Directors. All Directors shall be bonafide residents of the Prairie Hills Subdivision, and shall be members of the Association in good standing. Directors shall attend more than thirty-three and a third percent (33⅓%) of all Director meetings held during any trailing twelve-month period or, in the discretion of a majority of the other Directors, such Director shall be deemed to have submitted his/her resignation as Director.

C. Election of Successors. Upon the expiration of the terms of the office of said Directors, their successors shall be elected by the members to hold office for a term of three years each or until their successors are duly elected and qualified. Assuming a quorum, the Director receiving the most votes in such election shall be elected.

D. Vacancies. In case of vacancy in the office of a Director occurring between annual member meetings, the remaining Directors at any Board meeting shall elect another eligible member to fill the vacancy for the unexpired term and until a successor shall be duly elected and qualified. If at any time, by reason of death, resignation, or other cause, the Association shall have no Directors, then any officer or 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, for the election of Directors.

E. Duties. The Board shall conduct, manage, and control the property, affairs, and business of the Association and shall make all necessary rules and regulations for the guidance of officers and management of the affairs and business of the Association, not inconsistent with any applicable law. It may employ and discharge at will, all agents, advisors, servants, contractors, and employees of the Association, prescribe their duties, fix their compensation, fix the compensation, if any, of officers, and, in its discretion, may require of them a bond or other security for faithful performance of their duties and fidelity. It shall determine who shall sign and countersign all checks, drafts, and other papers and documents, except as otherwise provided for herein. The Board may, consistent with the procedures provided in these bylaws, adopt rules (1) governing the time, place and manner of members' assembly in common Association areas; (2) as necessary to implement the Declaration or regulate behavior that adversely affects the use and enjoyment of other lots or the common areas of the Association, adopt behavioral rules for residential lots; and (3) such other rules deemed necessary or desirable to fulfill the Association's purposes. All such rules, if adopted, must be reasonable and compliant with applicable law. The Board shall establish a reasonable method for members to communicate among themselves and with the Board concerning the Association. The Board shall do and perform any other duties that may be prescribed for it by the members of this Association at any regular or special meeting consistent with Association purposes.

F. Delegation. The Board may delegate any and all of the foregoing to Association officers, committees, members, employees or contractors in the Board's discretion, to the extent allowed by applicable law. Without limiting the foregoing, the Board may provide for such standing or ad hoc committees at it deems desirable in its sole discretion and dissolve the same in its sole discretion. Each such committee shall consist of such persons, have such title, and perform such duties and functions as determined by the Board consistent with these bylaws. Such committee shall be empowered to act in accordance with such powers as delegated by the Board. Unless specifically delegated by Board action, no officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

G. No Director Salary. Directors shall not receive any stated salary for their services as directors. Nothing herein shall be construed to preclude any Director from serving the Association in any other capacity as an officer, agent, employee, contractor, or otherwise, and receiving compensation therefor.

H. Conflicts of Interest. The Board shall adopt and abide by a Conflicts of Interest Policy.

I. Disputes. The Board may require that disputes between the Association and members or between two members regarding the Association be submitted to non-binding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.

J. Notice of Disputes. The Board shall promptly provide notice to the members of any legal proceedings in which the Association is a party other than proceedings involving enforcement of rules, covenants, or declarations of restrictions or to recover unpaid assessments, dues, or other sums owed to the Association.

K. Special Removal Procedure. At a member meeting at which a quorum is present, members may remove any Director and any officer, with or without cause, by a majority vote of those members present, provided that the subject of such removal was listed in the notice of the meeting and the Director or officer being considered for removal is given a reasonable opportunity to speak at such meeting before the vote.

L. Annual Budget. At each annual meeting of members, the Board shall present a statement showing the annual budget, assets and liabilities of the Association. A copy of such proposed budget shall be made available to any member who requests it. Material amendments to a budget duly approved at such annual member meeting shall be subject to subsequent approval by a majority of members at a duly-called meeting at which a quorum is present provided, however, that emergency amendments thereto shall be allowed pursuant to the emergency procedures provided in these bylaws.

ARTICLE SIX **BOARD MEETINGS**

A. Regular and Special Meetings. Regular meetings of the Directors shall be held at such times and place as the Board may designate, at least once per year. Special meetings of the Board may be held on the call of a Director.

B. Notice. Unless the Board meeting is included in a schedule given to the members or the meeting is called to deal with an emergency, the Secretary or other officer shall give notice of each Board meeting to each Director and each member. Such notice must state the time, date, place, and agenda of the meeting and, except for the annual member meeting at which the annual budget is reviewed (which shall be governed by the specific provision in Article Four (B) of these Bylaws), be given at least five (5) days prior to the meeting date. Attendance at any meeting waives notice thereof (unless such presence is solely for the express purpose of objecting to the legal sufficiency of such notice). Any Director may also otherwise waive notice of any meeting.

C. Quorum, Voting. Three (3) Directors shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present, the Directors present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of Directors is present. 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, unless the act of a greater number is required by law or by these bylaws. No Director may vote by proxy at any Board meeting. All votes required of Directors may be by voice vote or show of hands, unless a written ballot is requested by any one Director, in which case a written ballot shall be used.

D. Electronic Meetings. Board meetings may be conducted by telephonic, video, Internet or other conferencing process if the meeting notice states the conferencing

process to be used and provides information explaining how Directors and members may participate in the conference directly or by meeting at a central location or conference connection. Such process must provide all Directors and members the opportunity to hear or perceive the discussion and to reasonably comment as provided as provided above.

E. Board Action in Lieu of Meeting. For ministerial actions or to implement actions previously taken at a Board meeting, any such action that is required to or may be taken at any meeting of the Board may be taken without a meeting if one or more consents, setting forth the action to be taken, are signed by all Directors. For this purpose, a consent transmitted by facsimile or e-mail or similar electronic communication by or on behalf of a Director shall constitute a signed consent.

F. Open Meetings Rule. Meetings of the Board and its authorized committees shall be open to members, except during executive sessions. The Board and those committees may hold an executive session only during a regular or special meeting of the Board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to:

- (1) consult with the Association's attorney concerning legal matters;
- (2) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (3) discuss labor or personnel matters;
- (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; or
- (5) prevent public knowledge of the matter to be discussed if the Board or committee determines that public knowledge would violate the privacy of any person.

G. Comments, Board Materials. At each Board meeting, the Board shall provide a reasonable opportunity for members to comment regarding any matter affecting the Association or the Prairie Hills Subdivision. If any materials are distributed to the Board before the meeting, the Board at the same time shall make copies of those materials reasonable available to members, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

ARTICLE SEVEN OFFICERS

A. Officers Permitted. The officers of this Association shall include a President, Vice President, Secretary, and Treasurer, who shall be elected and hold office at the will of the Board. The Board may also from time to time, name other or assistant officers who shall hold office at the will of the Board. The Board may appoint or remove any officer or employee, and any vacancy caused by removal, resignation, death, cessation of membership in good standing in the Association for any cause whatever, may be filled by the Board.

B. Qualifications. The President and Vice President shall at all times be Directors. It is not required that either the Secretary or Treasurer be a Director, but all officers must be members in good standing of the Association. The offices of the Secretary and Treasurer shall not be held simultaneously by the same person.

C. President. The President shall preside over all meetings of the members and Directors, and he/she shall perform such other duties as may be conferred upon him/her by the Board, but his/her authority shall be subject to the control and direction of the Board at all times.

D. Vice President. The duties of the Vice President shall be to do and perform all duties of the President in the absence or inability of the President.

E. Secretary. The duties of the Secretary shall be to keep a permanent record of all proceedings of each meeting of the Board and of the Association members and such other records required to be kept by these bylaws and to keep the officers and members informed of all such proceedings when called upon to do so by Board; to call and provide notice of special meetings of the Board and/or of the Association members whenever requested by a Director or the Board in accordance with these bylaws; and to keep a list of all members of the Association and their addresses. In the case of the failure, absence, inability, or refusal of the Secretary to perform his/her duties, the President may appoint someone to act in his/her stead until the next meeting of the Board, and, in such event, the Secretary shall promptly turn over to his/her successor in office all papers, records, books, and other property belonging to the Association.

F. Treasurer. The duties of the Treasurer shall be to supervise the receipt and deposit in such banks or bank as the Board may from time to time direct, all moneys belonging to the Association; to keep a true and detailed account of all moneys received and paid out; to make a financial report in writing at each annual meeting (and at any other Board or member meeting if such report is requested); and to turn over to his/her successor in office, all moneys, records, papers, and other property belonging to the Association.

G. Compensation. Unless otherwise expressly authorized by the Board, no officer shall receive any compensation for his/her services.

ARTICLE EIGHT

FEES, DUES, ASSESSMENTS, AND ENFORCEMENT

A. Assessments and Fees. The Board shall determine from time to time the amount of the annual dues, assessments, and fees required for membership in good standing with the Association, consistent with the Declaration and applicable law. The Board shall notify members on or before the applicable due date, giving the amount of the assessment, when due, and the amount on each tract of land owned by them. The due date for the annual dues shall be April 1st. The due date for any other dues, assessments, or fees shall be not later than thirty (30) days from the levying of the assessment. In addition to any other requirements of applicable law, notice any such new special assessments (not to include annual recurring dues which shall not require ongoing approval except as otherwise provided in the Declaration) shall be submitted to a member meeting with notice provided at least ten (10) days in advance of such meeting. A description of such proposed special assessment shall be included with the required notice for such meeting. A copy of such proposal shall also be available at the meeting to any member who requests it. Any member at such meeting shall be given a reasonable opportunity to comment on the proposal prior to the Board taking action. Notices of annual dues and other assessments, dues, or fees, shall be in writing, sent by U.S. mail, postage prepaid to the respective members at their last address listed with the Association.

B. Emergency Assessment. Notwithstanding the previous Section, if the Board determined by two-thirds (2/3) vote of the Board that a special assessment is necessary to respond to an emergency, the special assessment shall become effective immediately in accordance with the terms of the vote. Notice of the emergency assessment shall be provided promptly to all members. The Board may spend the funds paid on account of the emergency assessment only for the purposes described in the Board vote.

C. Default. When any member shall be in default in the payment of dues or assessments for a period of sixty (60) from the date on which such dues or assessments become payable, he/she shall not be considered as a member in good standing. Such a

member not in good standing shall have his/her voting privileges on matters concerning assessments and fees (including the annual budget) suspended until such member returns to good standing. In addition, such member's other rights and privileges in the Association shall be suspended until such member returns to good standing, except that such member not in good standing shall not be denied access to such member's real property lot, shall not be denied the right to vote on non-financial Association matters, and shall not be denied Association services if the effect of withholding such services would endanger the health, safety, or property of such member. Such member shall be reinstated in good standing when he/she has paid dues and assessments in full, together with any interest or penalties thereon. If any payment owed by a member to the Association is more than thirty (30) days overdue, interest thereon shall accrue and be payable by the member to the Association at the annual rate of ten percent (10%) from the due date.

D. Lien. In addition to the foregoing, if any member fails to pay his/her assessments as they become due, on the failure of payment of the assessments after thirty (30) days' written notice of such delinquency given by the Association to such member, the amount of the assessment and interest thereon shall become a lien on such member's unit or lot in the Prairie Hills Subdivision in favor of the Association. The Association shall have the right to record a notice of claim of lien, and proceed on such claim in accordance with the provisions of applicable Kansas law for the foreclosure and enforcement of liens. In the event the Association shall not record a lien, it shall have the right to commence an in personam (against the individual) action against such member for the collection of the assessments in any court of competent jurisdiction. The Association may at its discretion file certificates of non-payment of assessments in the Register of Deeds office whenever any assessments, fees, or dues are delinquent and assess the cost of such filing (subject to limitations described in the Declaration) as an additional lien against said property. The duration and effectiveness of such liens shall be otherwise subject to the provisions of the Declaration.

E. Limitation on Expenditures. The Association shall not expend more money within any one fiscal year than the total amount of assessments for that particular year plus any surplus which it may have on hand from previous years. The Association's power to enter into contracts requiring assessments in future years shall be limited as provided in the Declaration.

F. Enforcement Decision. The Board shall, in its discretion, determine whether to take enforcement action by exercising the Association's powers upon a violation of the Declaration, any other applicable Declarations of Restrictions, these bylaws, the Articles of Incorporation, or other applicable Association rules, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- (1) The Association's legal position does not justify taking any or further enforcement action;
- (2) The covenant, restriction, or rule being enforced is or is likely to be construed as inconsistent with law;
- (3) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (4) It is not in the Association's best interests to pursue an enforcement action.

The Board's decision under this Section not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

ARTICLE NINE
INDEMNIFICATION

A. No Personal Liability. The Directors, officers, and members of the Association shall not be individually nor personally liable for the debts, liabilities or obligations of the Association.

B. Indemnification for Good Faith Actions. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that he/she did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

C. Indemnification Upon Successful Defense. To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections B of this Article, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection with the action, suit, or proceeding.

D. Determination of Standard. Any indemnification hereunder, unless ordered by a court or occurring automatically pursuant to C above, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this Article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding. Or if such a quorum is not obtainable or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

E. Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of the action, suit, or proceeding as authorized by the Board in the specific case upon receipt of a reasonable undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized in this Article.

F. Non-Exclusivity, Survival. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, applicable law, vote of members or disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person. The Association may give any further indemnity, in addition to the indemnity authorized or contemplated under this Article, to any person who is or was a Director, officer, employee, or agent, or to any person who is or

was serving at the request of the Association as a Director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise--provided such further indemnity is by a vote of the Board--and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowing fraud, deliberate dishonesty, or willful misconduct. In addition, the Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such--whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

ARTICLE TEN MISCELLANEOUS

A. Robert's Rules of Order. Upon the request of any member in attendance, the most current revision of Robert's Rules of Order shall be used for the conduct of all member and Board meetings, except as otherwise provided hereunder or in the Articles of Incorporation.

B. Authorized Signers. All checks, drafts, or other orders for the payment of money, notes, or other indebtedness, and all Association official letters, communications, contracts, and other documents issued in the name of 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 the Board. Unless so authorized by Board action, no Director, officer, member, employee, or agent shall have any power or authority to bind the Association or to render it liable for any purpose in any amount.

C. Record-Keeping. The Association or its agents shall retain the following for five (5) years unless otherwise provided:

(1) records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;

(2) minutes of all meetings of its members and Board other than executive sessions, a record of all actions taken by the members or Board without a meeting, and a record of all actions taken by a committee in place of the Board on behalf of the Association;

(3) the names of members in a form that permits preparation of a list of the names of all members and the addresses at which the Association communicates with them in alphabetical order showing the number of votes each member is entitled to cast (if more than one);

(4) its original or restated organizational documents, if required by law other than this act, bylaws, and all amendments to them, and all rules currently in effect;

(5) all financial statements and tax returns of the Association for the past three (3) years;

(6) a list of the names and addresses of its current Directors members and officers;

(7) a copy of its most recent annual report delivered to the Kansas secretary of state;

(8) financial and other records sufficiently detailed to enable the Association to comply with other requirements of law;

(9) copies of current contracts to which it is a party;

(10) records of Board or committee actions to approve or deny any requests for variance from applicable restrictions for members or for design or architectural approvals if applicable; and

(11) ballots, proxies, and other records related to voting by members for one (1) year after the election, action, or vote to which they relate.

D. Inspection of Books and Records. Subject to the exceptions in these bylaws, all records retained by the Association must be available for examination and copying by a member or the owner's authorized agent during reasonable business hours or at a mutually convenient time and location, upon ten (10) days' written notice reasonably identifying the specific records of the Association requested. Notwithstanding the foregoing, records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- (1) personnel, salary, and medical records relating to specific individuals;
- (2) contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (3) existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (4) existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, bylaws, or rules;
- (5) communications with the association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (6) information the disclosure of which would violate applicable law;
- (7) records of an executive session of the Board; or
- (8) individual lot files other than those of the requesting owner.

The Association may charge a reasonable fee for providing copies of any records under this section and for supervising the member's inspection. A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the member. Copied records may be used for any reasonable purposes other than for commercial purposes. The Association is not obligated to compile or synthesize such information.

E. Notices. Unless otherwise required by these bylaws or applicable law, any notice required to be given to a member by these bylaws or otherwise shall be delivered to the mailing or electronic mailing address a member designates. Otherwise, such notice may be delivered by any method reasonably calculated to provide notice to the member, including but not limited to: Hand delivery, U.S. mail or commercially reasonable delivery to the mailing address of each member, email or other electronic means if the member has given the Association an electronic address. The ineffectiveness of a good faith effort to deliver such notice by a means described above does not invalidate action taken at or without a meeting.

F. Fiscal Year. The fiscal year of the Association shall end on March 31 of each year or such other date as may be determined by the Board from time to time.

G. Interpretation. Throughout these bylaws, nouns, pronouns, and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable.

ARTICLE ELEVEN AMENDMENTS

A. Bylaws. These by-laws may be altered, amended, added to, or repealed by a majority vote of the members present at a member meeting at which there is quorum of members or, to the extent permitted by applicable law, at any Board meeting by a three-fourths vote of those Directors present, if there be a quorum of the Board present.

B. Internal Operating Rules. The Association's internal business operating procedures (other than the bylaws) may be adopted, amended, or repealed by the Board.

C. Procedure for Changing Rules Other than Bylaws and Internal Operating Rules. Before adopting, amending, or repealing any other rule as defined below, the Board shall give all members notice of:

- (1) its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change; and
- (2) a date on which the Board will act on the proposed rule or amendment after considering comments from members.

Following adoption, amendment, or repeal of such a rule, the Association shall notify the member of its action and provide a copy of any new or revised rule. This Section shall only apply to rules which are not set forth in the Declaration or bylaws and which govern the conduct of persons or the use or appearance of property. This Section shall not apply to the Association's internal business operating procedures, including but not limited to its bylaws.

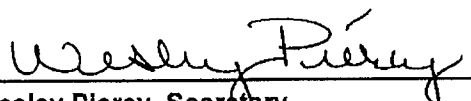
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of the Prairie Hills Homes Association, a Kansas not-for-profit corporation;

(2) That the foregoing bylaws, comprising twelve (12) pages, constitute the amended and restated bylaws of said corporation, as duly adopted at the meeting of the board of directors thereof duly held on the 13th day of December 2010, and that all prior and previous bylaws have been repealed and replaced in their entirety by the foregoing action.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 13th day of December 2010.



Wesley Piercy, Secretary