

1 **AMENDED AND RESTATED BYLAWS**

2 **OF**

3 **PARK AT FOREST GREEN HOMES ASSOCIATION, INC.**

4 A Non-Profit Kansas Corporation

5 (Adopted November, 5 2013)

6 **PREAMBLE**

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9  
10  
11 These Amended and Restated Bylaws provide for the governing of the **Park at**  
12 **Forest Green Homes Association, Inc.**, a Kansas Non-Profit Corporation, pursuant to  
13 the requirements of the Kansas Uniform Common Interest Owners Bill of Rights Act, K.S.A.  
14 2010 Supp. 58-4601 through 58-4613 and 58-4616 through 58-4623, and amendments  
15 thereto, (the "Act").

16 **ARTICLE I**

17 **GENERAL**

18  
19  
20 Section 1. **Name.** The name of the Corporation is **PARK AT FOREST GREEN**  
21 **HOMES ASSOCIATION, INC.**

22  
23 Section 2. **Principal Office.** The principal office of the Corporation shall be  
24 located at 14300 Newton, Overland Park, Kansas 66223, or at such other places as may  
25 be subsequently designated by the Board of Directors.

26  
27 Section 3. **Registered Office and Resident Agent.** For purpose of service of  
28 process upon the Corporation, the Board of Directors shall designate a Resident Agent or  
29 agents, which designation may be changed from time to time, pursuant to applicable  
30 provisions of law, and the office of such Resident Agent shall be deemed an office of the  
31 Corporation for the purpose of service of process pursuant to applicable provisions of law.

32  
33 Section 4. **Definitions.** The following words and phrases used in these  
34 Amended and Restated Bylaws shall have the following meanings.

35  
36 (a) **Act, or the Act** shall mean the Kansas Uniform Common Interest Owners Bill  
37 of Rights Act (KUCIOBRA), K.S.A. 2010 Supp. 58-4601 through 58-4614 and 58-4616  
38 through 58-4623, and amendments thereto.

39  
40 (b) **Bylaws** shall mean these Amended and Restated Bylaws of Park at Forest  
41 Green Homes Association, Inc., as same shall have been amended or restated.

42  
43 (c) **Corporation** shall mean **Park at Forest Green Homes Association, Inc.**,  
44 a non-profit corporation organized and existing under and by virtue of the laws of the State

1 of Kansas.

2  
3 (d) **Declaration** shall mean the Declaration of Covenants, Conditions and  
4 Restrictions of **Park at Forest Green**, as filed of record in the offices of the Register of  
5 Deeds of Johnson County, Kansas, as same shall have been amended and supplemented.  
6

7 (e) **General Definitions.** All general terms contained in this Amended and  
8 Restated Bylaws of Park at Forest Green Homes Association, Inc. shall have the same  
9 definitions as used in the Act:

10  
11 (f) **Member** shall mean Lot Owner, or Owner.  
12

13 (g) **Park at Forest Green HOA** shall mean Park at Forest Green Homes  
14 Association, Inc.  
15

16 (h) **Park at Forest Green HOA Properties** shall mean the real estate subject  
17 to the Declaration including those annexed after the date hereof, and all improvements  
18 thereon now or hereafter, and same are intended to be devoted to the common use and  
19 enjoyment of the Members of the Corporation, and are sometimes referred to in these By-  
20 Laws as "common areas" or "common area".  
21

22 (i) **Lot Owner** or **Owner** shall mean the record and legal owner of a fee simple  
23 interest in a Lot subject to the Declaration.

24 **ARTICLE II**  
25 **DIRECTORS**

26 Section 1. **General Powers.** The Corporation shall have members and the  
27 property and business of the Corporation shall be managed under the direction of the  
28 Board of Directors of the Corporation (The "Board of Directors"). In addition to the powers  
29 and authority expressly granted to the Board of Directors pursuant to these By-laws, the  
30 Board of Directors may exercise all corporate powers not specifically prohibited by the Act,  
31 or other applicable laws, the Articles of Incorporation, the Declaration of Covenants,  
32 Conditions and Restrictions, as amended or supplemented, (collectively referred to in these  
33 Amended and Restated Bylaws as the "Declaration"), or these Bylaws, as amended from  
34 time to time, and the Directors shall:  
35

36 (a) have supervision, control and direction of the funds, property, business, affairs  
37 and activities of the Corporation, and all funds and property of the Corporation shall be  
38 held and invested in a safe and prudent manner;  
39

40 (b) determine and fix the policies of the Corporation and any and all changes  
41 therein;  
42

43 (c) have absolute discretion in the disbursement of the funds and in the sale,  
44 conveyance, transfer, leasing, mortgaging, pledging, use and management of the property

1 and assets of the Corporation, except upon dissolution, in which event the Board of  
2 Directors shall dispose of the assets of the Corporation exclusively for the purposes of the  
3 Corporation, or to such other corporation or corporations organized and operated for one  
4 or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue  
5 Code, or the corresponding section of any future federal tax code, or shall be distributed  
6 to the federal government, for a public purpose. Any such assets not so disposed shall  
7 be disposed by the District Court of Johnson County, Kansas, the county in which the  
8 principal office of the Corporation is located, exclusively for such purposes or to such  
9 Incorporations, as such court shall determine, provided, however, that all distributions shall  
10 be of a nature consistent with the objectives and purposes of the Corporation;

11  
12 (d) have the power to adopt, and from time to time change, such rules and  
13 regulations for the conduct of business, affairs and activities of the Corporation as it may  
14 consider advisable;

15  
16 (e) have the power to appoint agents of the Corporation;

17  
18 (f) have the power to establish and collect assessments, both annual and special,  
19 and establish the time within which payment of same are due, all as more fully provided  
20 in Article VII hereof;

21  
22 (g) have the power to use and expend the assessments collected to maintain,  
23 care for and preserve the Park at Forest Green HOA Properties; and,

24  
25 (h) have the power to purchase the necessary equipment and tools required for  
26 the maintenance, care, and preservation of the Park at Forest Green HOA Properties;

27  
28 (i) have the power to enter into and upon the Park at Forest Green HOA  
29 Properties when necessary and at as little inconvenience to the Lot Owners as possible  
30 in connection with such maintenance, care and preservation.

31  
32 (j) have the power to insure and keep insured said Park at Forest Green HOA  
33 Properties in the manner set forth in the Declaration, against loss from fire and other  
34 casualty, and the Corporation, its officers and Directors and the Lot Owners against public  
35 liability, and to purchase such other insurance as the Board of Directors may deem  
36 advisable;

37  
38 (k) have the power to collect delinquent assessments by suit or otherwise, abate  
39 nuisances and enjoin or seek damages from the Lot Owners for violations of these Bylaws  
40 and the provisions of the Declaration;

41  
42 (l) have the power to enter into contracts with firms, persons, corporations,  
43 partnerships, limited liability companies, associations, joint ventures, public corporations,  
44 government or governmental subdivisions, agencies, or instrumentality, or any other legal  
45 or commercial entity, for the maintenance and preservation of the Park at Forest Green

1 HOA Properties; and to join with other similar corporations, associations or entities in  
2 contracting with the same for the maintenance, preservation and repair of the Park at  
3 Forest Green HOA Properties;

4  
5 (m) have the power to enter into employment agreements with auditors, attorneys  
6 and such other persons, firms and other legal or commercial entities as may be necessary  
7 for the orderly operation of the Corporation;

8  
9 (n) have the power to adopt and enforce reasonable Rules and Regulations for  
10 the use, enjoyment and occupancy of the Park at Forest Green HOA Properties;

11  
12 (o) have the power to hire and retain attorneys and other professionals for the  
13 purpose of bringing legal action or enforcing rights in the name of and on behalf of the  
14 individual Lot Owners where such actions and rights are common to all of the Lot Owners;  
15 and to bring such action in the name of and on behalf of the said Lot Owners or the  
16 Corporation;

17  
18 (p) have the power to do and perform any and all acts required by the  
19 Declaration to be done.

20  
21 Section 2. **Number.** Unless and until changed by the Board of Directors as  
22 hereinafter provided, the number of Directors to constitute the Board of Directors shall be  
23 Seven (7) persons. The Board of Directors shall have the power to change the number  
24 of Directors to constitute the Board of Directors by resolution duly adopted by the vote of  
25 a majority of the entire Board of Directors at a Meeting of the Board of Directors held  
26 pursuant to official Notice thereof duly given as required by these Bylaws or the Act,  
27 provided, however, the number of Directors to constitute the whole Board shall not be less  
28 than three (3).

29  
30 Section 3. **Election and Term.** Commencing with the Annual Meeting of the Lot  
31 Owners to be held on November 5, 2013, and each year thereafter, the Directors of the  
32 Corporation shall be elected by the Lot Owners to hold office in each instance until the next  
33 Annual Meeting of the Lot Owners or until their successors are elected and qualified.

34  
35 (a) **Current Directors.** The names and expiration date of the current members  
36 of the Board of Directors as of the date of these Amended and Restated Bylaws are:

Name	Current Term Expiration Date
Jill Allen	December, 2013
Douglass Beardslee	December, 2014
Jennifer Brown	December, 2014
Michael Dickmeyer	December, 2014
Bryan Mangan	December, 2014
Tamara Elleman	December, 2013

2  
3  
4 (b) **Term.** A Director shall serve for a term of two (2) years. A Term shall begin  
5 on the day of the Annual Meeting of the Lot Owners. Each Director holding office  
6 at the effective date of these Bylaws shall hold office, unless sooner removed or  
7 disqualified, until his or her term has ended, and his or her successor has been duly  
8 elected and he or she has commenced his or her term of office.  
9

10 Section 4. **Qualifications.** All Directors of the Corporation shall be a Lot Owner,  
11 (have a legal interest in the Lot, either individually or jointly with another person or entity),  
12 be current in the payment of all assessments owing to the Corporation, permanently  
13 occupy the residential structure erected on the Lot, and shall otherwise have the capacity  
14 to exercise sound judgment and fulfill his or her duties to participate in the supervision,  
15 control and direction of the funds, property, business, affairs and activities of the  
16 Corporation.  
17

18 Section 5. **Removal.** Lot Owners present in person, by proxy, or by absentee  
19 ballot at any meeting of the Lot Owners at which a quorum is present, may remove any  
20 Director, with or without cause, if the number of votes cast in favor of removal exceeds the  
21 number of votes cast in opposition to removal, **provided, however,** (1) the Lot Owner may  
22 not consider whether to remove a Director at a meeting of the Lot Owners unless the  
23 proposed removal of the Director was listed as an agenda item in the official Notice of the  
24 meeting; and (2) at any meeting at which a vote to remove a Director to be taken, the  
25 Director being considered for removal must be given a reasonable opportunity to speak to  
26 those in attendance at the Meeting before the vote is taken.  
27

28 Section 6. **Resignation.** A Director may resign at any time by giving written  
29 notice thereof to the President or to the Board of Directors. Such resignation shall take  
30 effect at the time specified in the written notice, and, unless otherwise specified therein,  
31 acceptance of the resignation shall not be necessary.  
32

33 Section 7. **Vacancies and Replacements.** In the event of a vacancy in the  
34 Board of Directors by reason of death, resignation, retirement, disqualification, removal  
35 from office, or otherwise, a majority of the remaining members of the Board of Directors,  
36 though less than a quorum, at a special Meeting of the Board of Directors duly called for  
37 such purpose with notice given as provided in these Bylaws, shall appoint a successor or  
38 successors, who shall hold office for the unexpired portion of any term, or if earlier, until  
39 the next regularly scheduled election of Directors at the annual meeting of Lot Owners.  
40

41 Section 8. **Degree of Care and Loyalty.** Members of the Board of Directors  
42 and Officers of the Corporation shall exercise the degree of care and loyalty to the  
43 Corporation required of an officer or director of a corporation organized, and are subject  
44 to the conflict of interest rules governing directors and officers, under then existing law.

1 Section 9. **Prohibitions.** The Board of Directors may not:  
2

- 3 (a) Amend the Declaration, except as provided by law other than the Act;
- 4 (b) Amend the Bylaws;
- 5 (c) Terminate the Corporation;
- 6 (d) Elect Members of the Board of Directors, (except as provided in Section 7  
7 hereof in connection with filling vacancies for an unexpired term); and,
- 8 (e) Determine the qualifications, powers, duties, or terms of office of the Board  
9 of Directors.

10  
11 Section 9. **Compensation.** Neither Directors nor Officers shall receive  
12 compensation for their services as such.  
13

14 Section 10. **Meetings of the Board of Directors.**  
15

16 (a) **Meetings to be Open.** All Meetings of the Board of Directors and  
17 committees established by the Board of Directors, or those authorized to act on behalf of  
18 the Corporation, except executive sessions, shall be open to the Lot Owners who shall  
19 have a right to be in attendance.  
20

21 (b) **Executive Session.** The Board of Directors and those committees may hold  
22 an executive session only during a regular or special Meeting of the Board of Directors or  
23 a committee, provided, however, that no final vote or action may be taken during an  
24 executive session. An executive session may be held only to:  
25

26 (1) consult with the association's attorney concerning legal matters;  
27

28 (2) discuss existing or potential litigation or mediation, arbitration, or administrative  
29 proceedings;  
30

31 (3) discuss labor or personnel matters;  
32

33 (4) discuss contracts, leases, and other commercial transactions to purchase or  
34 provide goods or services currently being negotiated, including the review of bids  
35 or proposals, if premature general knowledge of those matters would place the  
36 Corporation at a disadvantage; or  
37

38 (5) prevent public knowledge of the matter to be discussed if the Board of Directors  
39 or committee determines that public knowledge would violate the privacy of any  
40 person.  
41

42 (c) **Social Gatherings.** For purposes of this section, a gathering of Board of  
43 Directors at which the Directors do not conduct Corporation business shall not constitute  
44 a meeting of the Board of Directors. The Board of Directors and its members may not use

1 incidental or social gatherings of Board Members or any other method to evade the open  
2 meeting requirements of this Section.  
3

4 (d) **Regular Annual Meeting.** Subject to the notice and other provisions  
5 contained in these Bylaws, the Board of Directors shall meet at least once a year  
6 immediately following the adjournment of the Annual Meeting of the Lot Owners, or at such  
7 other time and date as the Board of Directors shall designate, if different, and such Annual  
8 Meetings shall be held at the location of the Annual Meeting of Lot Owners, or at another  
9 place convenient to the Lot Owners, unless the Lot Owners amend these Bylaws to change  
10 the location of the Annual Meeting of the Board of Directors.  
11

12 (e) **Regular Monthly Meetings.** Subject to the notice and other provisions  
13 contained in these Bylaws, the Board of Directors may, in addition to the Annual Meeting,  
14 meet more often. Currently, the Board of Directors meets every month, on the first  
15 Monday, and such Monthly Meetings are held at the home of a member of the Board of  
16 Directors, but the Directors shall have the right to designate any another place provided,  
17 such location is convenient to the Lot Owners.  
18

19 (f) **Special Meetings.** Subject in each case to the notice and other provisions  
20 contained in the Act, or other applicable laws, the Articles of Incorporation, the Declaration,  
21 or these Bylaws, Special Meetings of the Board of Directors may be called at any time by  
22 the President, any Vice-President or the Secretary, or by any one or more of the Directors.  
23

24 (g) **Right of Lot Owner to Comment.** At each Meeting of the Board of  
25 Directors, the Board of Directors shall provide a reasonable opportunity for Lot Owners, or  
26 their designated representatives, to comment regarding any matter affecting the Park at  
27 Forest Green HOA Properties, and the Corporation.  
28

29 (h) **Copies of Materials Available to Lot Owners.** If any materials are  
30 distributed to the Board of Directors before the Meeting, the Board of Directors, at the  
31 same time shall make copies of such materials reasonably available to Lot Owners, except  
32 that the Board of Directors shall not be required to make available copies of (1)  
33 unapproved minutes or (2) materials that are to be considered in executive session.  
34

35 (i) **Telephonic, Video, or Other Conferencing Process.** Unless the Act, or  
36 other applicable laws, the Articles of Incorporation, the Declaration, or these Bylaws  
37 otherwise provide, the Board of Directors may meet by telephonic, video, or other  
38 conferencing process if:  
39

40 (1) The Meeting notice states the conferencing process to be used and provides  
41 information explaining how Lot Owners may participate in the conference directly  
42 or by meeting at a central location or conference connection; and  
43

44 (2) The process provides all Lot Owners the opportunity to hear or perceive the

1 discussion and to comment as provided in subsection (g).

2  
3 (j) **Lot Owners May Alter Process.** Lot Owners shall have the right to amend  
4 these Bylaws to change the procedures for meetings described herein.

5  
6 (k) **Order of Business.** The order of business at all meetings of the Board of  
7 Directors shall be as follows, unless the President, for good reason duly stated, determines  
8 it appropriate to change the order:

- 9  
10 (1) Roll Call;  
11 (2) Determination and Declaration of Quorum;  
12 (3) Reading and Approval of the Minutes of the last meeting;  
13 (4) Consideration of communications;  
14 (5) Resignation and elections;  
15 (6) Reports of officers and employees (including, when appropriate, the Annual  
16 Meeting, the Budget);  
17 (7) Reports of committees;  
18 (8) Comments regarding any matter affecting the Park at Forest Green HOA  
19 Properties, and the Corporation from Lot Owners, or their designated  
20 representatives.  
21 (9) Unfinished (Old) business;  
22 (10) Original Resolutions and New Business;  
23 (11) Adjournment.

24  
25 (l) **Quorum.** A quorum of the Board of Directors is present for purposes of  
26 determining the validity of any action taken at a Meeting of the Board of Directors only if  
27 individuals entitled to cast a majority of the votes on the Board of Directors are present at  
28 the time a vote regarding that action is taken. If a quorum is present when a vote is taken,  
29 the affirmative vote of a majority of the Board of Directors present shall constitute the act  
30 of the Board of Directors unless a greater vote is required by the Declaration or these  
31 Bylaws.

32  
33 (m) **Action by Unanimous Consent.** The Board of Directors may act by  
34 unanimous consent only to undertake ministerial actions or to implement actions previously  
35 taken at a Meeting of the Board of Directors.

36  
37 (n) **Action Not In Compliance.** Notwithstanding anything contained in these  
38 Bylaws to the contrary, even if an action by the Board of Directors is not in compliance with  
39 the requirements contained herein, such action shall be deemed to be valid unless such  
40 action is set aside by a court having jurisdiction over the Corporation. A challenge to the  
41 validity of an action of the Board of Directors for failure to comply with these Bylaws shall  
42 not be brought more than sixty (60) days after the official minutes of the Meeting at which  
43 the action was taken are approved, or the record of that action is distributed to Lot Owners,  
44 whichever is later.



1 (o) **Conduct of Meetings.** Meetings of the Board of Directors may be conducted  
2 in accordance with the most recent edition of *Roberts' Rules of Order Newly Revised*.  
3

4 **ARTICLE III**  
5 **OFFICERS**  
6

7 Section 1. **Executive Officers and Qualifications.** The Executive Officers of  
8 the Corporation shall be (a) President, (b) Vice President - Grounds and Maintenance, (c)  
9 (c) Vice President - Pool and Cabana, (d) Secretary, (e) Treasurer, (f) Chairman  
10 Architectural Committee; and (g) Chairman Social Committee, all of whom shall be elected  
11 annually at the Annual Meeting of the Board of Directors. Any two of said officers may be  
12 united in one person, except that the President shall not also be the secretary or an  
13 Assistant Secretary of the Corporation. The officers of the Corporation shall be members  
14 of the Board of Directors.  
15

16 An officer shall be deemed qualified when he or she enters upon the duties of the  
17 office to which he or she has been elected or appointed and furnished any bond required  
18 by the Board of Directors; but the Board may also require his or her written acceptance and  
19 promise faithfully to discharge the duties of such office.  
20

21 Section 2. **Term of Office.** Each officer of the Corporation shall hold his or her  
22 office at the pleasure of the Board of Directors or for such other period as the Board of  
23 Directors may specify at the time of his or her election or appointment, or until his or her  
24 death, resignation or removal by the Board of Directors, whichever first occurs. In any  
25 event, each officer of the Corporation who is not reelected or reappointed at the election  
26 of officers held on the Annual Meeting of the Board of Directors by the Board of Directors  
27 next succeeding his or her election or appointment shall be deemed to have been removed  
28 by the Board of Directors, unless the Board of Directors provides otherwise at the time of  
29 his or her election or appointment.  
30

31 Section 3. **Subordinate Officers and Other Agents.** The Board, from time to  
32 time, may also appoint such other officers and agents for the Corporation as it shall deem  
33 necessary or advisable, each of whom shall serve at the pleasure of the Board or for such  
34 period as the Board may specify, and who may be removed with or without cause, and  
35 shall exercise such powers, have such titles and perform such duties as shall be  
36 determined from time to time by the Board of Directors or by an officer empowered by the  
37 Board to make such determination.  
38

39 Section 4. **Removal.** Any officer or agent elected or appointed by the Board of  
40 Directors, and any employee, may be removed or discharged by the Board of Directors,  
41 with or without cause, whenever in its judgment the best interests of the Corporation would  
42 be served thereby, but such removal or discharge shall be without prejudice to the contract  
43 rights, if any, of the person so removed or discharged.  
44

1           Section 5.   **Salaries and Compensation.**   Officers shall not receive any  
2 compensation for their services as such.  
3

4           Section 6.   **Delegation of Authority to Hire, Discharge and Designate Duties.**  
5 The Board of Directors, from time to time, may delegate to the President or other officer  
6 of the Corporation, authority to hire, discharge and fix and modify the duties, salary or other  
7 compensation of employees of the Corporation under their jurisdiction and the Board may  
8 delegate to such officer or executive employee similar authority with respect to obtaining  
9 and retaining for the Corporation the services of attorneys, accountants, and other  
10 professionals.  
11

12           Section 7.   **The President.**  
13

14           (a)   **Chief Executive Officer.** The President shall be the chief executive officer  
15 of the Corporation with such general executive powers and duties of supervision and  
16 management as are usually vested in the office of the chief executive officer of a  
17 corporation, and he or she shall carry into effect all directions and resolutions of the Board  
18 of Directors.  
19

20           (b)   **Preside at Meetings.** The President shall preside at all meetings of the Lot  
21 Owners and Board of Directors. Unless the Board of Directors otherwise provides, the  
22 President, or any person designated in writing by him or her may attend meetings of the  
23 Lot Owners to represent the Board of Directors thereat.  
24

25           (c)   **Execution of Documents.** The President, or his or her designee, shall  
26 execute all bonds, notes, debentures, mortgages and other contracts requiring a seal,  
27 under the seal of the Corporation, may cause the seal to be affixed thereto, and may  
28 execute all other instruments for and in the name of the Corporation or a committee.  
29

30           (d)   **Ex Officio Member.** The President shall, unless the Board of Directors  
31 otherwise provides, be *ex officio* a member of all Committees established by the Board of  
32 Directors.  
33

34           (e)   **Other Duties.** He or she shall have such other or further duties and  
35 authority as may be prescribed elsewhere in these Bylaws or from time to time by the  
36 Board of Directors.  
37

38           Section 8.   **Vice Presidents.**  
39

40           (a)   **Vice-President - Grounds and Maintenance.** In the absence, disability,  
41 inability or refusal to act of the President, the Vice President - Grounds and Maintenance  
42 shall perform the duties and exercise the powers of the President, until the Board of  
43 Directors otherwise provides. The Vice President - Grounds and Maintenance shall  
44 perform such other duties as the Board of Directors shall from time to time prescribe.

1 These may include, but not be limited to initial responsibility on behalf of the Board of  
2 Directors for (1) receiving and acknowledging Lot Owner grievances and appeals from  
3 decisions of the Architectural Review Committee; (2) soliciting and securing bids for  
4 presentation to and consideration by the Board of Directors for hired services including but  
5 not limited to: maintenance of common areas, (except for those pertaining to the pool,  
6 cabana and related improvements and equipment), and refuse disposal.

7  
8 (b) **Vice-President - Pool and Cabana.** In the absence, disability, inability or  
9 refusal to act of both the President and the Vice President - Grounds and Maintenance,  
10 then the Vice-President - Pool and Cabana shall perform the duties and exercise the  
11 powers of the President, until the Board of Directors otherwise provides. The Vice  
12 President - Pool and Cabana shall perform such other duties as the Board of Directors  
13 shall from time to time prescribe. These may include, but not be limited to initial  
14 responsibility on behalf of the Board of Directors for presentation to and consideration by  
15 the Board of Directors for hired services regarding the maintenance of the pool, cabana  
16 and related improvements and equipment.

17  
18 Section 9. **Secretary.**

19  
20 (a) **Provide Notices.** The Secretary shall give, or cause to be given, notice of  
21 all meetings of the Board of Directors and Committees of the Board of Directors, all  
22 meetings of the Lot Owners, and all other notices required by the Act, or other applicable  
23 laws, the Articles of Incorporation, the Declaration, or these Bylaws, and in case of his or  
24 her absence or refusal or neglect to do so, any such notice may be given by any other  
25 officer directed to do so by the President of the Corporation, or by the Members of the  
26 Board of Directors upon whose written request the meeting is called as provided in these  
27 By-Laws.

28  
29 (b) **Attendance at Meetings.** The Secretary shall attend all meetings of the  
30 Board of Directors and all meetings of the Lot Owners and record all the proceedings of  
31 the meetings in books provided for that purpose, and shall perform like duties for all  
32 standing Committees when required.

33  
34 (c) **Maintain Records.** The Secretary shall see that all books, records, lists and  
35 information, or duplicates, required to be maintained at the registered or other office of the  
36 Corporation in Kansas, or elsewhere, are so maintained including those required by K.S.A.  
37 58-4616. Such records shall include, but not be limited to those described in Section 5 of  
38 Article XIII of these Amended and Restated Bylaws. In addition, the Secretary shall  
39 maintain accurate information of the Board of Directors, including, but not limited to,  
40 contact information, term of office and attendance information for each Member of the  
41 Board of Directors.

42  
43 (d) **General Duties.** In general, the Secretary shall perform all the duties  
44 generally incident to the office of Secretary, subject to the control of the Board of Directors

1 and the President. In addition, the Secretary shall perform such other duties as may be  
2 assigned to him or her by the Board of Directors or the President.  
3

4 (e) **Attestation of Documents.** The Secretary shall have custody of the seal  
5 of the Corporation and shall affix the same to all bonds, notes, debentures, mortgages and  
6 other contracts requiring a seal, under the seal of the Corporation, and other instruments  
7 requiring it, when authorized by the Board of Directors or the President, and shall attest the  
8 same.  
9

10 (f) **Assistant Secretary.** Any Assistant Secretary, in the absence, disability,  
11 inability or refusal to act by the Secretary, may perform the duties and exercise the powers  
12 of the Secretary.  
13

#### 14 Section 10. **Treasurer.**

15  
16 (a) **Custody of Funds.** The Treasurer shall have custody of all the funds and  
17 securities of the Corporation, and shall keep a full and accurate account of receipts and  
18 disbursements in books belonging to the Corporation.  
19

20 (b) **Deposit of Funds.** The Treasurer shall cause all moneys and other  
21 valuables to be deposited in the name and to the credit of the Corporation in such  
22 depository or depositories as may be designated by the Board of Directors.  
23

24 (c) **Disbursement of Funds.** The Treasurer shall cause the funds of the  
25 Corporation to be distributed as may be ordered by the Board of Directors, taking proper  
26 vouchers for such disbursements.  
27

28 (d) **Annual Statement of Financial Condition.** The Treasurer shall render to  
29 the Board of Directors of this Corporation and to the Lot Owners at the Annual Meeting of  
30 the Lot Owners, a full accounting of all his or her transactions as Treasurer and of the  
31 financial condition of the Corporation as of the end of the Corporation's immediately  
32 preceding fiscal year.  
33

34 (e) **Statement of Financial Conditions.** The Treasurer shall render to the  
35 Board of Directors of this Corporation a statement of the financial condition of the  
36 Corporation at each meeting of the Board of Directors, and at other times that the Board  
37 of Directors or the President shall require.  
38

39 (f) **Financial Reports.** The Treasurer shall be responsible for submitting  
40 required financial reports and information to appropriate entities in a timely manner.  
41

42 (g) **Tax Returns.** The Treasurer of the Corporation shall also be responsible for  
43 preparing, causing to be prepared, and filing all tax returns on behalf of this Corporation.  
44

1 (h) **Attendance at Meetings.** The Treasurer shall attend all meetings of the  
2 Board of Directors and shall perform such other duties as may be assigned to him or her  
3 by the Board of Directors or the President.  
4

5 (l) **Other Duties.** In general, the Treasurer shall perform all the duties generally  
6 incident to the office of Treasurer, subject to the control of the Board of Directors and the  
7 President.  
8

9 Section 11. **Chairman Architectural Committee.** Presides over meetings of the  
10 Architectural Committee.  
11

12 Section 12. **Chairman Social Committee.** The primary responsibility of the Social  
13 Chairman is to organize and coordinate social events, attend other events on behalf of the  
14 Corporation, and maintain the social calendar for the organization.  
15

#### 16 ARTICLE IV 17 MEMBERSHIP 18

19 Section 1. **Definition and Qualification.** Each Lot Owner, as described in the  
20 Declaration, shall be a member of the Corporation, and membership in the Corporation  
21 shall be limited to owners of Units as therein described. A Lot Owner will cease to be a  
22 member of the Corporation upon the sale, transfer or disposition of the Lot qualifying the  
23 Lot Owner for membership.  
24

25 Section 2. **Transfer of Membership and Ownership.** Membership in the  
26 Corporation may be transferred only as an incident to the transfer of the transferor's Lot.  
27

#### 28 ARTICLE V 29 MEETINGS OF UNIT OWNERS 30

31 Section 1. **Place.** All meetings of the Lot Owners of the Corporation shall be  
32 held at a place convenient to the Lot Owners, unless the Lot Owners amend these Bylaws  
33 to change the location.  
34

35 Section 2. **Quorum.** A quorum is present throughout any meeting of the Lot  
36 Owners if persons entitled to cast **twenty percent (20%)** of the votes in the Corporation:  
37 (1) are present in person or by proxy at the beginning of the meeting; or (2) have cast  
38 absentee ballots solicited in accordance with the Corporation's procedures which have  
39 been delivered to the Secretary of the Corporation in a timely manner; or (3) are present  
40 by any combination of items (1) and (2).  
41

42 Section 3. **Lot Owner Voting Procedures.**  
43

44 (a) **Methods of Voting.** Lot Owners may vote at a meeting of Lot Owners in

1 **person, by secret ballot, by absentee ballot** pursuant to subsection (4) below, by a proxy  
2 pursuant to subsection (b) below, or, when a vote is conducted without a meeting, by  
3 electronic or paper ballot pursuant to subsection (d) below and the following requirements  
4 apply:

5 (1) Lot owners who are present in person may vote by **voice vote, show of**  
6 **hands, standing**, or any other method for determining the votes of Lot Owners, as  
7 designated and announced by the person presiding at the meeting.  
8

9 (2) If only one of several owners of a Lot is present, that owner is entitled to cast  
10 all the votes allocated to that Lot. If more than one of the owners are present, the votes  
11 allocated to that Lot may be cast only in accordance with the agreement of a majority in  
12 interest of the owners, unless the declaration expressly provides otherwise. There is  
13 majority agreement if any one of the owners casts the votes allocated to the Lot without  
14 protest being made promptly to the person presiding over the meeting by any of the other  
15 owners of the Lot.  
16

17 (3) Unless a greater number or fraction of the votes in the Corporation is required  
18 by the Act, or other applicable laws, the Articles of Incorporation, the Declaration, or these  
19 Bylaws, a **majority of the votes cast** determines the outcome of any action of the  
20 Corporation.  
21

22 (4) Subject to subsection (a) above, a Lot Owner may vote by absentee ballot  
23 without being present at the meeting. The Corporation promptly shall deliver an absentee  
24 ballot to an Owner that requests it if the request is made at least **three (3) days** before the  
25 scheduled meeting. Votes cast by absentee ballot must be included in the tally of a vote  
26 taken at that meeting.  
27

28 (5) When a Lot Owner votes by absentee ballot, the Corporation must be able  
29 to verify that the ballot is cast by the Lot Owner having the right to do so.  
30

31 (b) **Requirements Applicable to Votes by Proxy.**  
32

33 (1) Votes allocated to a Lot may be cast pursuant to a directed or undirected  
34 proxy duly executed by a Lot Owner.  
35

36 (2) If a Lot is owned by more than one person, each owner of the Lot may vote  
37 or register protest to the casting of votes by the other owner(s) of the Lot through a duly  
38 executed proxy.  
39

40 (3) A unit owner may revoke a proxy given pursuant to this section only by actual  
41 notice of revocation to the person presiding over the meeting.  
42

43 (4) A proxy is void if it is not dated or purports to be revocable without notice.  
44

1 (5) A proxy is valid only for the meeting at which it is cast and any recessed  
2 session of that meeting.

3  
4 (6) A person, other than a member of the Board of Directors may not cast  
5 undirected proxies representing more than 15% of the votes in the Corporation.  
6

7 Section 4. **Votes Taken Without a Meeting.**

8  
9 (a) **Special Rules Apply.** The Corporation may conduct a vote without a  
10 meeting but the following requirements shall apply to any such vote:

11  
12 (1) The Corporation shall notify the Lot Owners that the vote will be taken by  
13 ballot.

14 (2) The Corporation shall deliver a paper or electronic ballot to every Lot  
15 Owner entitled to vote on the matter.  
16

17 (3) The ballot must set forth each proposed action and provide an opportunity  
18 to vote for or against the action.  
19

20 (4) When the Corporation delivers the ballots, it shall also:

21  
22 (a) Indicate the number of responses needed to meet the quorum  
23 requirements;

24  
25 (b) state the percent of votes necessary to approve each matter other  
26 than election of members of the Board of Directors;

27  
28 (c) specify the **time** and **date** by which a ballot must be delivered to  
29 the Corporation to be counted, which time and date may not be  
30 fewer than **three (3) days after** the date the Corporation delivers  
31 the ballot; and

32 (d) describe the time, date, and manner by which Lot Owners wishing  
33 to deliver information to all Lot Owners regarding the subject of the  
34 vote may do so.  
35

36 (5) A ballot is not revoked after delivery to the Corporation by death or  
37 disability or attempted revocation by the person that cast that vote.  
38

39 (6) Approval by ballot pursuant to this provision is valid only if the number of  
40 votes cast by ballot equals or exceeds the quorum required to be present at a meeting  
41 authorizing the action.  
42

43 Section 5. **Annual Meeting.** Subject to the notice and other provisions  
44 contained in these Bylaws, the regular Annual Meeting of the Lot Owners shall be held on  
45 the **second Wednesday of November** of each year, if not a legal holiday, or non-business

1 day, and if a legal holiday, then on the next business day thereafter at **8:00 p.m.**, or such  
2 other time as shall be designated in the notice, and such Annual Meetings shall be held  
3 at a place convenient to the Lot Owners, unless the Lot Owners amend these Bylaws to  
4 change the location of the Annual Meeting of the Board of Directors.

5  
6 Section 6. **Special Meetings.**

7  
8 (a) **How Called.** The Corporation shall hold a special meeting of Lot Owners to  
9 address any matter affecting the Park at Forest Green HOA Properties or the Corporation  
10 if (a) the **President**, or (b) a majority of the **Board of Directors**, or (c) **Lot Owners having**  
11 **at least 10% of the votes** in the Corporation, request in writing that the Secretary call the  
12 special meeting.

13  
14 (b) **Limit on Matters Considered.** Only matters described in the meeting notice  
15 required by Section 7 below shall be considered at a special meeting.

16  
17 Section 7. **Notice of Meetings.** Notice of all meetings of the Lot Owners shall  
18 be given as required by the Act, and as otherwise provided in these Bylaws, but the  
19 Corporation shall notify Lot Owners of the **time, date, and place** of each annual and  
20 special Meeting of the Lot Owners **not less than 10 days or more than 60 days** before  
21 the meeting date. Notice may be by any method reasonably calculated to provide notice  
22 to the person. The notice must state the time, date, and place of the meeting and the  
23 **items on the agenda**, including:

24  
25 (a) a statement of the general nature of any proposed amendment to the  
26 Declaration or Bylaws;

27  
28 (b) any budget proposals or changes; and

29 (c) any proposal to remove an Officer or member of the Board of Directors.

30  
31 Section 8. **Notice of Emergency Meetings.** The minimum time to give notice  
32 required by Section 7 above may be reduced or waived for a meeting called to deal with  
33 an **emergency**.

34  
35 Section 9. **Right of Lot Owners to Comment at All Meetings.** Lot Owners  
36 shall be given a reasonable opportunity at **any meeting** to comment regarding any matter  
37 affecting the Residential Property or the Corporation.

38  
39 ARTICLE VI  
40 **NOTICES AND GENERAL REQUIREMENTS FOR MEETINGS**

41  
42 Section 1. **Delivery of Notices.**

43  
44 (a) Whenever notice is required to be given by the Corporation to a Lot Owner



1 under the provisions of the Declaration, these Bylaws, the Act, or other applicable law,  
2 such notice shall be delivered:  
3

- 4 (1) to any mailing address designated by a Lot Owner; or
- 5 (2) to any electronic mail address designated by a Lot Owner; or
- 6 (3) by hand delivery to each Lot Owner; or
- 7 (4) by hand delivery, United States mail postage paid, or commercially  
8 reasonable delivery service to the mailing address of each Lot; or
- 9 (5) by electronic means, if the Lot Owner has given Corporation an electronic  
10 address; or
- 11 (6) any other method reasonably calculated to provide notice to the Lot Owner.

12  
13 (b) The address for notice to Corporation is the address of the Resident Agent  
14 of the Corporation as reflected on the official records maintained by the Secretary of State  
15 of Kansas, or such other address as the Board of Directors shall hereafter designate.  
16

17 (c) Any notice required to be given to the Corporation under the provisions of the  
18 Declaration, these Bylaws, the Act, or other applicable law, shall be delivered to the  
19 Resident Agent of the Corporation as reflected on the official records maintained by the  
20 Secretary of State of Kansas, or such other address as the Board of Directors shall  
21 hereafter designate.  
22

23 (d) The ineffectiveness of a good faith effort to deliver notice by an authorized  
24 means shall not invalidate action taken at or without a meeting.  
25

26 Section 2. **Telephonic, Video, or Other Conferencing Process.** Unless the  
27 Act, or other applicable laws, the Articles of Incorporation, the Declaration, or these Bylaws  
28 otherwise provide, meetings of Lot Owners may be conducted by telephonic, video, or  
29 other conferencing process, provided that:  
30

31 (a) the meeting notice states the conferencing process to be used and provides  
32 information explaining how Lot Owners may participate in the conference directly or by  
33 meeting at a central location or conference connection; and  
34

35 (b) the process provides all Lot Owners the opportunity to hear or perceive the  
36 discussion and a reasonable opportunity to comment regarding any matter affecting the  
37 Residential Property or the Corporation.  
38

## 39 ARTICLE VII 40 FINANCES 41

42 Section 1. **Fiscal Year.** The Corporation shall operate upon the calendar year  
43 beginning on the 1<sup>st</sup> day of January and ending on the 31<sup>st</sup> day of December each year.  
44 The Board of Directors is expressly authorized to change from a calendar year basis to that  
45 of a fiscal year basis whenever expedient for the best interests of the Corporation.

1 Section 2. **Checks.** All checks or demands for money and notes of the  
2 Corporation shall be signed by any (2) two of the following officers: President or Vice-  
3 President, and Secretary or Treasurer, or by such officer or such other person or persons  
4 as the Board of Directors may from time to time designate.  
5

6 Section 3. **Determination of Assessments.** The Board of Directors shall, on  
7 behalf of the Corporation, determine, make and collect assessments, and lease, maintain  
8 repair and replace the Park at Forest Green HOA Properties, and in furtherance thereof,  
9 shall be responsible for determining the monthly assessments for common expenses and  
10 special assessments for capital improvements, in the following manner:  
11

12 (a) **Preparation and Adoption of Annual Budget.**  
13

14 (1) **Estimated Annual Budget.** Within one hundred twenty (120) days  
15 after commencement of each fiscal year the Board of Directors shall propose and  
16 adopt an Estimated Annual Budget for the Corporation containing an estimate of the  
17 total amount considered necessary and adequate to pay the cost of management  
18 of the operation of the Corporation, (the "Estimated Annual Budget Amount"),  
19 including, but not limited to, the cost of wages, materials, all insurance premiums  
20 and expenses, including, but not limited to casualty and liability insurance, services,  
21 supplies and other expenses related to the operation of the Corporation, the cost  
22 of repairs and replacements of the Park at Forest Green HOA Properties, and other  
23 expenses designated as common expenses that may be declared to be expenses  
24 of the Corporation by the Act, the Declaration, these Bylaws or a resolution of the  
25 Board of Directors and which will be required during the ensuing fiscal year. Such  
26 Annual Budget shall also include such reasonable amounts as the Board of  
27 Directors considers necessary and adequate to provide working capital, a general  
28 operating reserve, and reserves for recurring capital expenditures, taxes, the costs  
29 of carrying out the powers and duties of the Corporation, contingencies and  
30 replacements.  
31

32 (aa) **Procedure - Notice.** The Board of Directors shall notify Lot Owners  
33 of the **time, date** and **place** of any meeting at which the Annual Budget will be  
34 considered, which notice shall include a statement that the meeting is being held to  
35 consider and approve the Annual Budget. Such notice shall contain a **copy of the**  
36 **proposed Estimated Annual Budget in a reasonably itemized form**, and shall  
37 be given **not less than ten (10) days or more than sixty (60) days** before the  
38 meeting date. Lot Owners shall be given a reasonable opportunity at the meeting  
39 to provide comments to the Board of Directors regarding the proposed Annual  
40 Budget.  
41

42 (2) **Amendment of Estimated Annual Budget -Special Assessments.**  
43 If at any time during the course of any fiscal year the Board of Directors shall deem  
44 the Estimated Annual Budget Amount to be inadequate by reason of a revision in  
45 the Board of Directors' estimates of either expenses, working capital requirements,

1 necessary or appropriate capital expenditures, necessary or appropriate operating  
2 or capital reserves, or other income requirements, the Board of Directors may in  
3 such event propose and adopt a Revised Estimated Annual Budget for the balance  
4 of such fiscal year.

5  
6 (aa) **Procedure - Notice.** The Board of Directors shall notify Lot Owners  
7 of the **time, date** and **place** of any meeting at which the Revised Estimated Annual  
8 Budget will be considered, which notice shall include a statement that the meeting  
9 is being held to consider and approve the Revised Estimated Annual Budget. Such  
10 notice shall contain a **copy of the proposed Revised Estimated Annual Budget**  
11 **in a reasonably itemized form**, and shall be given **not less than ten (10) days or**  
12 **more than sixty (60) days** before the meeting date. Lot Owners shall be given a  
13 reasonable opportunity at the meeting to provide comments to the Board of  
14 Directors regarding the proposed Revised Estimated Annual Budget.

15  
16 (b) **Pro Rata Share by Lot Owners.** Each of the Lot Owners shall be  
17 responsible for a pro rata share of the Estimated Annual Budget Amount, as same may be  
18 revised by the Board of Directors, as herein provided, based upon a percentage derived  
19 by dividing a Lot Owner's single Membership by the total number of Lot Owners of the  
20 Corporation, (the "Lot Owner's Annual Assessment), and said Lot Owner's Annual  
21 Assessment shall be payable monthly, in twelve, equal installments, in advance, or at such  
22 other times, as determined and ordered by the Board of Directors.

23  
24 (c) **Special Assessments.** In addition to proposing and adopting the Estimated  
25 Annual Budget, and Revised Estimated Annual Budgets, and determining the Lot Owner's  
26 Annual Assessment as hereinabove provided, the Board of Directors may propose to levy  
27 in any fiscal year a **special assessment** applicable to that year only, for the purpose of  
28 defraying in whole or in part, the cost of any construction, reconstruction, repair or  
29 replacement of capital improvement upon the Park at Forest Green HOA Properties for  
30 which a reserve fund does not exist or is not adequately funded or provided (a "Special  
31 Assessment").

32  
33 (1) **Procedure - Notice.** Except in the case of an **Emergency**  
34 **Assessment**, as hereinafter provided, the Board of Directors shall notify Lot  
35 Owners of the **time, date** and **place** of any meeting at which the **Special**  
36 **Assessment** will be considered, which notice shall include a statement that the  
37 meeting is being held to propose, consider and approve a **Special Assessment**.  
38 Such notice shall contain a **copy of the proposed Special Assessment in a**  
39 **reasonably itemized form**, and shall be given **not less than ten (10) days or**  
40 **more than sixty (60) days** before the meeting date. Lot Owners shall be given a  
41 reasonable opportunity at the meeting to provide comments to the Board of  
42 Directors regarding the proposed **Special Assessment**.

43  
44 (d) **Special Assessment to Respond to an Emergency.** In addition to (i)

1 proposing and adopting the Estimated Annual Budget, (ii) proposing and adopting Revised  
2 Estimated Annual Budgets, (iii) determining the Lot Owner's Annual Assessment, and (iv)  
3 proposing and adopting Special Assessments, as hereinabove provided, the Board of  
4 Directors may, upon the affirmative vote of 2/3 of the Board of Directors adopting a finding  
5 that a **special assessment** is necessary to respond to an **emergency**, and subject to the  
6 procedures set forth below, adopt an emergency special assessment (an "**Emergency**  
7 **Special Assessment**") enabling the Corporation to respond to such emergency.  
8

9 (1) **Conditions - Procedure - Notice.**

10  
11 (aa) The **Emergency Special Assessment** shall become effective  
12 immediately in accordance with the terms of the vote taken by the Board of  
13 Directors.  
14

15 (bb) The Board of Directors shall spend the funds received on account of  
16 the **Emergency Special Assessment** only for the purposes described in the vote  
17 of the Board of Directors to adopt the **Emergency Special Assessment**.  
18

19 (cc) The Board of Directors shall notify all Lot Owners promptly of the  
20 **Emergency Special Assessment**.  
21

22 (2) **Pro Rata Share by Lot Owners.** Each of the Lot Owners shall be  
23 responsible for a pro rata share of the **Emergency Special Assessment**, as herein  
24 provided, based upon a percentage derived by dividing a Lot Owner's single  
25 Membership by the total number of Lot Owners of the Corporation, (the "Lot  
26 Owner's **Emergency Special Assessment**), and said Lot Owner's **Emergency**  
27 **Special Assessment** shall be payable, as determined and ordered by the Board  
28 of Directors.  
29

30 VIII  
31 **SEAL**  
32

33 **Corporate Seal.** The corporate seal shall have inscribed thereon the name of the  
34 Corporation, the State of incorporation, and the words: "Non-Profit". The seal may be  
35 used by causing it or a facsimile thereof to be impressed or affixed or in any manner  
36 reproduced.  
37

38 ARTICLE IX  
39 **STOCK**  
40

41 This Corporation shall never have or issue shares of stock or certificates of  
42 membership, nor will it ever have or provide for non-voting membership.  
43  
44

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ARTICLE X  
HOUSE RULES

In addition to the other provisions of these Amended and Restated By-Laws, and the Declaration, the following house Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted from time to time by the Board of Directors, shall govern the use of all Park at Forest Green HOA Properties:

Section 1. **Limited Use of Park at Forest Green HOA Properties.**

(a) The Park at Forest Green HOA Properties shall be used only by Lot Owners, the members of the Lot Owner's resident family who physically reside with the Lot Owner in the Lot, and social guests of a Lot Owner. As used in this Section only, the term "Lot Owner" shall mean and also include, a person occupying a Lot under a *bona fide* lease or rental agreement with the Lot Owner.

(b) Lot Owners shall not permit or suffer anything to be done or kept in the Park at Forest Green HOA Properties which will increase the rate of insurance or the insurance premiums on the Park at Forest Green HOA Properties, or which will obstruct or interfere with the rights of other Lot Owners, their family members and social guests, or annoy them by unreasonable noises or otherwise; nor shall the Lot Owners, their family members and social guests commit or permit any nuisance, immoral or illegal act in or about the Park at Forest Green HOA Properties.

(c) The use of the Park at Forest Green HOA Properties shall be consistent, and in compliance, with the Act, other existing laws, the provisions of the Declaration and these Rules and Regulations;

(d) Park at Forest Green HOA Properties may not be used for private business or commercial use.

(e) Park at Forest Green HOA Properties shall not be obstructed, littered, defaced or misused.

(f) No Lot Owner, their family members nor social guests shall post any commercial or political advertisement or posters in or on the Park at Forest Green HOA Properties.

(g) Each Lot Owner, their family members and social guests shall fully and timely comply with and abide by all Rules and Regulations adopted from time to time by the Board of Directors.

Section 2. **Right to Adopt, Amend or Repeal Rules.**

(a) Before adopting, amending, or repealing any rule, the Board of Directors shall

1 give all Lot Owners notice of:

2  
3 (1) Its intention to adopt, amend, or repeal a rule and provide the text of  
4 the rule or the proposed change; and

5  
6 (2) a date on which the Board of Directors will act on the proposed rule  
7 or amendment after considering comments from Lot Owners.  
8

9 (b) Following adoption, amendment, or repeal of a rule, the Corporation shall  
10 notify the Lot Owners of its action and provide a copy of any new or revised rule.  
11

12 (c) No Rule shall be adopted which limits or prevent Lot Owners from peacefully  
13 assembling on the common elements to consider matters related to the Park at Forest  
14 Green HOA Property, but the Board of Directors may adopt rules governing the time, place,  
15 and manner of such assemblies.  
16

17 (d) Rules that affect the use of or behavior on the Park at Forest Green HOA  
18 Property shall be adopted only to:

19  
20 (1) implement a provision of the Declaration; or

21  
22 (2) regulate any behavior in or use of the Park at Forest Green HOA  
23 Property which violates the Declaration or adversely affects the use  
24 and enjoyment of the Park at Forest Green HOA Property or the  
25 common elements by other Lot Owners.  
26

27 (e) Every rule adopted by the Board of Directors must be reasonable.  
28

29 **ARTICLE XI**  
30 **DEFAULT**  
31

32 Section 1. **Enforcement of Lien.** In the event a Lot Owner does not pay any  
33 sums, charges or assessments required to be paid to the Corporation within thirty (30) days  
34 from the due date, the Corporation, acting on its own behalf or through its Board of  
35 Directors, may enforce its lien for assessments or take such other action to recover the  
36 sums, charges or assessments to which it is entitled in accordance with the Declaration,  
37 the Act and other applicable laws. If any action of foreclosure is brought against the Lot  
38 Owner for non-payment of monies due the Corporation, and as a result thereof the interest  
39 of the said Lot Owner in and to the Lot Owner's Lot is sold, then such Lot Owner shall  
40 thereupon cease to be a Lot Owner of the Corporation.  
41

42 Section 2. **Ownership through Foreclosure.** If the Corporation becomes the  
43 Owner of a Lot by reason of foreclosure, it may offer said Lot for sale and at such time as  
44 a sale is consummated, it shall deduct from such proceeds all sums of money due it for  
45 assessments and charges, all costs incurred in the bringing of the foreclosure suit,

1 including reasonable attorney's fees, and any and all expenses incurred in the resale of  
2 the Lot, which shall include but not be limited to advertising expenses, real estate  
3 brokerage fees and all expenses necessary or appropriate for the repairing and  
4 refurbishing of the Lot or preparing the Lot for sale. All monies remaining after deducting  
5 the foregoing items of expense shall be returned to the former Lot Owner of the Lot or the  
6 Lot Owner's mortgagee(s) as their interest may appear.  
7

8       Section 3.    **Violation.** In the event violation of the provisions of the Declaration,  
9 the Articles of Incorporation or these Amended and Restated By-Laws, as the same are  
10 or may hereafter be constituted for thirty (30) days after notice from the Corporation to the  
11 Lot Owner to correct said breach or violation, the Corporation, on its own behalf or by and  
12 through its Board of Directors, may bring appropriate action to enjoin such violation or may  
13 enforce the provisions of said documents, or may sue for damages, or take such other  
14 courses of action, or other legal remedy as it or they may deem appropriate.  
15

16       Section 4.    **Legal Fees.** In the event any legal fees or costs are incurred by the  
17 Corporation in collecting or enforcing the payment of any sums due the Corporation by a  
18 Lot Owner, or enforcing any of the provisions of the Declaration, the Articles of  
19 Incorporation and these Amended and Restated By-Laws, then such Lot Owner shall, in  
20 addition to any other amounts owing to the Corporation, be obligated to pay the  
21 Corporation's reasonable attorney's fees and court costs incurred by the Corporation in  
22 collecting or enforcing the payment of any sums due the Corporation by a Lot Owner.  
23

24       Section 5.    **Application to all Units.** Each Lot Owner, for himself or herself, his  
25 or her heirs, legal representatives, successors and assigns, agrees to the foregoing  
26 provisions relating to default and abatement of nuisance, regardless of the harshness of  
27 the remedy available to the Corporation and regardless of the availability of other equally  
28 adequate legal procedures. It is the intent of all Lot Owners to give to the Corporation a  
29 method and procedure which will enable it at all times to operate on a business-like basis,  
30 to collect those monies due and owing it from the Lot Owners, and to preserve each Lot  
31 Owner's right to enjoy the Park at Forest Green HOA Properties free from unreasonable  
32 restraint and nuisance.  
33

34       Section 6.    **Rights of Mortgagees.** Nothing herein contained shall abridge or limit  
35 the rights or responsibilities of mortgagees of a Lot as are set forth in the Declaration or  
36 the Act.  
37

38                                   ARTICLE XII  
39                                   **JOINT OWNERSHIP**  
40

41       In the event a Lot is owned by more than one person, then all of the legal title  
42 owners of such Lot shall be entitled collectively to only one (1) Membership and vote in the  
43 management of the affairs of the Corporation, and the vote of such Lot Owners may not  
44 be divided. If the Lot Owners are unable to agree upon their ballot upon any subject at any

1 meeting, they shall lose their right to vote on such subject; but if all of the Lot Owners shall  
2 not be present at the meeting, either in person or by proxy, the one or ones so present  
3 shall cast the vote of all such Lot Owners.  
4

5 ARTICLE XIII  
6 MISCELLANEOUS  
7

8 Section 1. **Documents.** The contract documents relating to this Corporation shall  
9 include the Declaration to which these Amended and Restated By-Laws are attached,  
10 these Amended and Restated By-Laws, the Articles of Incorporation of the Corporation,  
11 and the pertinent statutes from time to time pertaining thereto; all as amended from time  
12 to time in accordance with law.  
13

14 Section 2. **Rights Subject to Declaration and other Documents.** The  
15 Corporation shall have the powers, rights and authority, (including the lien rights) set forth  
16 and provided by the laws of the State of Kansas, subject to any limitations thereon  
17 imposed by its Articles of Incorporation or these Amended and Restated By-Laws or the  
18 Declaration as said instruments may be effective from time to time, including any  
19 amendments thereto.  
20

21 Section 3. **No Right to Bind Corporation.** No Lot Owner, except as an officer  
22 of this Corporation, when acting with specific authority from the Board of Directors, shall  
23 have any authority to act for the Corporation or bind it.  
24

25 Section 4. **Invalidity.** If any By-Law or part thereof shall be adjudged invalid, the  
26 same shall not effect the validity of any other By-Law or part thereof.  
27

28 Section 5. **Maintenance and Inspection of Records.**  
29

30 (a) The Corporation, or its agents, shall retain the following documents for (5)  
31 five years, unless otherwise provided by the Act, or other applicable laws:  
32

33 (1) Detailed records of receipts and expenditures affecting the operation  
34 and administration of the Corporation and other appropriate accounting records;  
35

36 (2) Minutes of all meetings of the Lot Owners and Board of Directors other  
37 than executive sessions, a record of all actions taken by the Lot Owners or Board  
38 of Directors without a meeting, and a record of all actions taken by a committee in  
39 place of the Board of Directors on behalf of the Corporation;  
40

41 (3) The names of Lot Owners in a form that permits preparation of a list  
42 of the names of all Lot Owners and the addresses at which the Corporation  
43 communicates with them, in alphabetical order showing the number of votes each  
44 Lot Owner is entitled to cast;



1  
2 (4) The original or restated organizational documents, if required by law  
3 other than the Act, Articles of Incorporation, the Declaration, these Bylaws and all  
4 amendments to them, and all rules currently in effect;

5  
6 (5) All financial statements and tax returns of the Corporation for the  
7 immediate preceding three (3) years;

8  
9 (6) A list of the names and addresses of its current Board of Directors and  
10 Officers;

11  
12 (7) The most recent annual report, if any, delivered to the Secretary of  
13 State of Kansas;

14  
15 (8) Financial and other records sufficiently detailed to enable the  
16 Corporation to comply with the requirements of law;

17  
18 (9) Copies of current contracts to which the Corporation is a party;

19  
20 (10) Ballots, proxies, and other records related to voting by Lot Owners for  
21 one (1) year after the election, action, or vote to which they relate.

22  
23 (b) Subject to subsections (c) through (e), all records retained by the Corporation  
24 shall be available for examination and copying by a Lot Owner or the Lot Owner's  
25 authorized agents:

26  
27 (1) During reasonable business hours or at a mutually convenient time  
28 and location; and

29  
30 (2) upon ten (10) days' written notice reasonably identifying the specific  
31 records of the Corporation requested.

32  
33 (c) Records retained by the Corporation may be withheld from inspection and  
34 copying to the extent that they concern:

35  
36 (1) personnel, salary, and medical records relating to specific individuals;

37  
38 (2) contracts, leases, and other commercial transactions to purchase or  
39 provide goods or services currently being negotiated;

40  
41 (3) existing or potential litigation or mediation, arbitration, or administrative  
42 proceedings;

43  
44 (4) existing or potential matters involving federal, state, or local  
45 administrative or other formal proceedings before a governmental tribunal for

1 enforcement of the Declarations, Bylaws, or rules;

2  
3 (5) communications with the Corporation's attorney which are otherwise  
4 protected by the attorney-client privilege or the attorney work-product doctrine;

5  
6 (6) information the disclosure of which would violate law other than the  
7 Act;

8  
9 (7) records of an executive session of the Board of Directors; or

10  
11 (8) individual files specifically pertaining to a unit other than those of the  
12 requesting Lot Owner.

13  
14 (d) The Secretary of the Corporation may charge a reasonable fee for providing  
15 copies of any records requested and for supervising the Lot Owner's inspection.

16  
17 (e) A right of a Lot Owner to receive a copy of the Corporation's records includes  
18 the right to receive copies by photocopying or other means, including copies through an  
19 electronic transmission if available upon request by the Lot Owner. Copied records of the  
20 Corporation may be used for any reasonable purposes other than for commercial  
21 purposes.

22  
23 **ARTICLE XIV**  
24 **AMENDMENT**

25  
26 These Amended and Restated By-Laws may only be altered, amended or added  
27 to at any duly called meeting of the Lot Owners; provided that (1) notice shall be given in  
28 accordance with the provisions of these Bylaws of the **time, date, and place** of the meeting  
29 **not less than 10 days or more than 60 days** before the meeting date containing a full  
30 statement of the proposed alteration, amendment or addition; and (2) that there is an  
31 affirmative vote of seventy-five per cent (75%) of the Lot Owners present in person or by  
32 proxy in favor of such alteration, amendment or addition to these Amended and Restated  
33 By-Laws.

34  
35 **ARTICLE XV**  
36 **CONSTRUCTION**

37  
38 Wherever the masculine singular form of the pronoun is used in these By-Laws, it  
39 shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever  
40 the context so requires. *Roberts' Rules of Order Newly Revised* shall govern the conduct  
41 of all meetings of the Lot Owners, excepting, however, that if any conflict exists between  
42 these Amended and Restated By-Laws and said *Roberts' Rules of Order Newly Revised*,  
43 then the provisions of these Amended and Restated By-Laws shall prevail.

1 The foregoing were adopted as By-Laws of **Park at Forest Green Homes**  
2 **Association, Inc.**, at the Special Meeting of the Board of Directors held on the \_\_\_\_ day  
3 of November, 2013 after the affirmative vote of at least 75% of the Lot Owners present in  
4 person or by proxy taken on the 5th day of November, 2013.  
5  
6  
7

8 \_\_\_\_\_  
9 **Jennifer Brown**, Secretary of Park at  
10 Forest Green Homes Association, Inc.

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