

GLEASON GLEN HOMEOWNERS ASSOCIATION DECLARATION

ARTICLE I

NAME

The name of the organization shall be GLEASON GLEN HOMEOWNERS ASSOCIATION, hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

1. PURPOSE. The corporation is organized and shall be operated exclusively for non-profit purposes. The specific purposes for which the corporation is organized is to operate a home owners association for the real estate known as Gleason Glen in the City of Lenexa, Johnson County, Kansas, to maintain and administer the common properties and facilities and enforce all covenants, restrictions, easements and charges contained in the Declaration of Restrictions for Gleason Glen (the "Declaration") executed by Aspen Properties, a Kansas Partnership and filed with the Register of Deeds of Johnson County, Kansas to collect and disburse assessments and charges, and to engage in any lawful act or activity for which corporations may be organized under the general not-for-profit corporation laws of Kansas.
2. MEMBER OBLIGATION. All present or future members (as defined in Article 5), or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in the Declaration and these Bylaws. The mere acquisition of any of the lots (hereinafter referred to in the singular as "Lot" or in the plural as "Lots") of the property or the mere act of occupancy of said Lots will signify that the Declaration and Bylaws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

(a) The term "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all of part of the District; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one residence has been, is being, or will be erected, the such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(b) The term "District" shall mean all of the above described lots in GLEASON GLEN, all Common Areas if any, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Aspen Properties and its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include where appropriate, all family members and tenants of such Owner and all of their guests and invites.

(e) The term "Common Areas": if any, shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) entrances, monuments, berms and other similar ornamental areas and related utilities, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any assessments related thereof, and (iv) all other similar areas, if any, and places, together with all improvements thereon and thereto (including any swimming pool, tennis

courts, clubhouse or similar recreational facilities, if any, that may be constructed or erected) the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area": if any, is located on any Lot.

(f) The term "street" shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all of part of the District.

(g) The term "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, basketball goal, trampoline, satellite dish, playhouse, treehouse or other recreational or play structure.

(i) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instruction in lieu thereof in its discretion at any time and for any limited purpose hereunder.

(j) The term "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Association.

(k) The term "Architectural Committee" for purposes of certain Exterior Structures as provided in Section 8 below, shall mean (i) prior to the Turnover Date (as described in Article 8) and (ii) subsequent to the Turnover Date, a committee comprised of at least three members of the Association who shall be appointed by the Board in an impartial manner from the Association members who indicated a willingness to serve on the committee.

(l) The term "Board" shall mean the Board of Directors of the Association.

ARTICLE IV

ANNUAL ASSESSMENTS

1. For the purpose of providing a general fund to enable the Association to perform the duties provided herein, all lots in the Subdivision other than lots owned by the Developer or lots owned by a builder that do not contain a home that is currently or has ever been occupied as a residence, shall be subject to an annual assessment to be paid to the Association by the respective Owner thereof as provided for herein. The amount of such annual assessment per lot shall be fixed periodically by the Board, subject to section two below. Until further action of the Board, **the annual assessment shall be \$200 per year; provided, however, that if and when the swimming pool portion of the Pool Area contemplated in Article XVI is substantially completed and ready for use (as determined by the Developer), such annual amount shall automatically increase by \$175.**
2. The rate of annual assessment upon each lot may be increased:
 - a) By the Board from time to time, without a vote of the members, by up to 5% over the rate of annual assessment in effect for the preceding year; or

- b) At any time by any amount by a majority vote of the members (being for this limited purpose solely the class B members prior to the turnover date) at a meeting of the members duly called and held for that purpose in accordance with the paragraphs 5.4, 5.5, 6.2, 6.3 and 6.4 of these bylaws.
3. The annual assessment provided for herein shall be based upon the calendar year (commencing in 2002) and shall be due and payable on April 1st of each year; provided, however, that the first assessment for each lot shall be prorated as of the date of first occupancy as a residence.

No Lot Owner shall be entitled to receive any services to be provided by and through the Association until such time as the first annual assessment has been paid.

ARTICLE V

MEMBERSHIP AND VOTING

1. MEMBERSHIP.

- a) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- b) The Association shall have two (2) classes of Membership:
 - i) CLASS A. Class A Members shall be all Lot owners, with the exception of Aspen Properties, a Kansas Partnership ("Aspen"). When more than one person holds an interest in any Lot, all such persons shall be Members.
 - ii) CLASS B. Class B Member shall be Aspen.

2. VOTING RIGHTS.

- a) Each Class A Member shall be entitled to one (1) vote on each Lot owned; provided, however, when more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- b) The Class B Member shall be entitled to twenty five (25) votes for each Lot owned.
- c) Approval of any action shall require the approval of a majority of all votes cast (irrespective of class of members) unless the Declaration specifically requires otherwise.

3. CERTIFICATION. At least fifteen (15) but no more than sixty (60) days before each annual meeting of Members, the Board of Directors shall determine and certify the number of Lots occupied by Lot owners, the number of Members of each Class eligible to vote and the Director positions to be elected by the Members.

4. NOTICE AND QUORUM.

- a) Except as set forth in paragraph (b) below, written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members entitled to cast twenty-five percent (25%) of all votes (irrespective of class) shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting or meetings shall be twenty-five percent (25%) of all the members entitled to vote at such subsequent meeting (irrespective of class). No such subsequent meeting or meetings shall be held more than sixty days following the preceding meeting.

- b) Written notice of any meeting called for the purpose of taking action with respect to any special assessment for capital improvements shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, in person or by proxy, entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at any such subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the second subsequent meeting, or any subsequent meeting thereafter called for lack of a quorum, shall continue to be one-half of the required quorum at the initial meeting called for such purpose. In no event shall the required quorum fall below the presence of members entitled to cast twenty-five percent of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting.
5. PROXIES. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Vice President/Secretary/Secretary before the appointed time of each meeting. Unless a proxy specifies a shorter time period, it shall be deemed valid for one year. Proxies may only be revoked by a writing filed with the VicePresident/Secretary, such revocation being effective upon actual receipt of the same by the VicePresident/Secretary. A proxy is void if it is not dated or purports to be revocable without notice.

ARTICLE VI

ADMINISTRATION

1. ASSOCIATION RESPONSIBILITIES. The Members constitute the Association and will have the responsibility of administering these Bylaws through the Association Board.
2. PLACE OF MEETINGS. All annual and special meetings of the Association shall be held such suitable and convenient place as may be permitted by law and from time to time fixed by the Association Board and designated in the notices of such meetings.
3. ANNUAL MEETINGS. Annual meetings shall be held on the 15th day of March of each year.
4. SPECIAL MEETINGS. It shall be the duty of the President of the Association Board to call a special meeting of the Members, as directed by a petition approved by a majority of the Directors of the Association Board, or upon a petition signed by at least twenty percent (20%) of the Members and presented to the VicePresident/Secretary. The President may also call for a special meeting upon his own initiative. The notice of any special meeting shall state the time and place of such meeting and the purpose or purposes thereof, including the items on the agenda, the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer or Director of the Association Board. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.
5. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

6. ORDER OF BUSINESS. The order of business at all meetings of the Members shall be as follows:
- a) Roll call.
 - b) Proof of notice of meeting or waiver of notice.
 - c) Reading of minutes of preceding meeting (unless waived).
 - d) Reports of officers (if any).
 - e) Reports of committees (if any).
 - f) Election of Directors (if applicable).
 - g) Unfinished business (if applicable).

ARTICLE VII

BOARD OF DIRECTORS

1. ASSOCIATION BOARD. The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association shall be controlled by, a Board of Directors consisting five (5) persons who are Members in good standing in the Association as outlined in 10.1 ("the Association Board"). The Association Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association.
2. POWERS AND DUTIES. The Association Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Homes Association. The Association Board may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Members.
3. OTHER POWERS. The Association Board may exercise the following powers, including by way of illustration and not obligation or limitation:
4. ASSESSMENTS. To levy assessments on the owners of Lots or Living Units and to enforce payment of such assessments, all in accordance with the provisions of the Article 4 and paragraph 10.1.
5. RIGHT OF ENFORCEMENT. The Association shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any Lot Owner or Lot owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof.
6. PROGRAMS. To plan and implement community programs and to conduct Association programs on or in Common Property.
7. COMMON PROPERTY. To plan, design, acquire, improve, construct on, maintain, lease and equip the Common Property in any way deemed necessary or desirable by the Association Board. The Association may also enter into contracts, leases, or rental agreements for the purpose of providing recreational facilities.

8. EASEMENTS AND RIGHTS-OF-WAY. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Property for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder;
- a) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting heating, power, telephone, community television, radio and audio antenna facilities and other purposes,
 - b) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and
 - c) any similar public or quasi-public improvements facilities as may considered necessary for the common good of said community.

(The Association Board cannot approve of the conveyance and/or mortgage of the Common Property without the consent of a two-thirds (2/3) vote of all Members present, either in person or by valid proxy, and entitled to vote at any such meeting at which a quorum is present.)

9. EMPLOYMENT OF AGENTS. To employ the services of any person or corporation as manager (herein, "Manager"), together with other employees, to, as may be directed and delegated by the Association Board, manage, conduct and perform the business, obligations and duties of the Association and to enter into contracts for such purpose; provided, however, that no management contract shall exceed a term of one (1) year and such contract shall be cancel able for good cause shown by either party upon thirty (30) days' written notice. Such employees shall have the right of ingress and egress over such portions of the property as is reasonably necessary for the purpose of performing such business, duties and obligations.
10. INSURANCE. To obtain and maintain, to the extent reasonably available, such forms, types and amounts of insurance coverages as the Board, in its discretion, deems advisable. Types of insurance the Board may obtain shall include, but are not limited to, casualty insurance to cover damage or loss, up to the replacement cost, of improvements located upon real estate owned by the Association by reason of fire or other hazard covered by a standard extended coverage endorsement; casualty insurance to cover such other risks as shall customarily be covered with respect to property similar in construction, location and use; public liability insurance; workmen's compensation insurance to the extent necessary to comply with any applicable law; a legal expense indemnity endorsement, or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment, or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; fidelity insurance against the dishonest acts on the parts of directors, managers, trustees, employees or volunteers; and such other insurance, including blanket policies of insurance for the common properties, if authorized by applicable Kansas law and by the Board of Directors of the Association.
11. MANAGEMENT OF IMPROVEMENTS. To manage and control for its members all public improvements upon and to the land in the Property, or improvements on the Common Property.
12. TRASH COLLECTION. To provide for collection and disposal of rubbish and garbage which may accumulate from time to time on the Common Property or in the landscape easements.
13. LANDSCAPE MAINTENANCE. To care for, spray, trim, protect and replant trees on the Common Property, if necessary; to care for, protect and replant shrubbery, re-sow grass and replace sod in parks set aside for general use of Lot owners in the property, or in landscaped easements where the maintenance thereof is for the welfare and benefit of the Residents, Members and Lot owners in the judgment of the Association Board.

14. MAINTENANCE OF VACANT LOTS. To mow, care for, maintain and remove rubbish from vacant or unimproved property and to do any other such things necessary or desirable in the judgment of the Association Board to keep any vacant lot and the parking in front of any property neat in appearance and in good order. Expenses and charges which may accrue for maintenance of vacant lots will be charged to the owner of the vacant lot.
15. MAINTENANCE OF PUBLIC RIGHTS-OF-WAY. To provide for maintenance of any pedestrian ways, gateways, entrances, fountains, gardens, pools, lighting, water sprinkling systems, landscape easements, fences and ornamental features now existing or which may be hereafter erected or created along any public street or park or any Common Property.
16. COMMON AREA LIGHTING. To provide such lights as the Association Board may deem advisable.
17. SECURITY PROTECTION. To employ duly qualified officers for the purpose of providing such security protection as the Association Board may deem necessary or desirable in addition to the protection rendered by public authorities.
18. ACQUISITION OF REAL ESTATE. To acquire and own title to such real estate as may be reasonably necessary in order to carry out the purpose of the Association and promote the health, safety, welfare and recreation of Lot owners; to pay taxes on real estate and facilities owned by it; and to pay such taxes as may be assessed against the Common Property.

NOTE: ACCEPTANCE OF THE MODIFICATIONS TO THE BYLAWS AS OUTLINED FOR 5.3 WILL REQUIRE RE-LETTERING.

19. ELECTION AND TERM OF OFFICE. The initial Board of Directors shall be selected by the Developer. Thereafter the Directors shall be elected at the Annual Meeting of the Members and shall be voted on in accordance with these Bylaws. Each Director shall hold office for a term of two (2) years and until his successor is duly elected, except in the event of earlier termination of his term of office by reason of death, resignation or removal from office. Terms of office shall be staggered to provide continuity of experience.
20. VACANCIES. Vacancies on the Association Board caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.
21. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a two-thirds (2/3) vote of the Members present, either in person or by valid proxy, and entitled to vote at any such meeting at which a quorum is present, and a successor or successors may then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.
22. ORGANIZATIONAL MEETING. The first meeting of the Association Board following election of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Director at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Association Board shall be present.
23. REGULAR MEETINGS. Regular meetings of the Association Board may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Association Board shall be given to each Director, at least seven (7) days prior to the day named for such meeting.

24. SPECIAL MEETINGS. Special meetings of the Association Board may be called by the President or VicePresident/Secretary, or upon the request of a majority of the Directors. The President or VicePresident/Secretary will give notice to each Director, which notice shall state the time, place (as herein above provided) and purpose of the meeting.
25. BOARD OF DIRECTOR'S QUORUM. At any meeting of the Association Board, the presence at the beginning of such meeting of persons entitled to cast fifty percent (50%) of the votes on the Association Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Association Board. If, at any meeting of the Association Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.
26. FIDELITY BONDS. The Association may maintain adequate fidelity bonds for all officers, Directors, trustees, and employees of the Association and for all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, such bonds shall be maintained for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required hereunder shall not be less than the estimated maximum funds in the custody of the Association or the management agent, if any, at any given time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all lots. Such bonds shall also meet the following requirements:
 - a) Fidelity bonds shall name the Association as an obligee;
 - b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
 - c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;
 - d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

ARTICLE VIII

OFFICERS

1. DESIGNATION. The officers of the Association shall be a President, Vice President/Secretary and Financial Officer, all of whom shall be Directors of the Association Board and elected by the Association Board.
2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Association Board at the organization meeting and shall hold office at the pleasure of the Association Board.

3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the Directors of the Association Board, any officer may be removed with or without cause, and his successor may be elected at any regular meeting of the Association Board or at any special meeting of the Association Board called for such purpose.
4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Members and the Association Board. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of GLEASON GLEN HOMEOWNERS ASSOCIATION, INC.
5. VICE PRESIDENT/SECRETARY. The Vice President/Secretary shall perform all of the duties of the President in his absence and such other duties as may be required from time to time by the Association Board. The VicePresident/Secretary shall keep the minutes of all meetings of the Association Board and the minutes of all meetings of the Members. The VicePresident/Secretary shall have charge of such books and papers as the Association may direct and shall in general, perform the duties incident to the office of VicePresident/Secretary. Some duties may be delegated to a Manager, with the approval of the Association Board, but the Vice-President/Secretary will remain responsible for monitoring the responsibilities delegated to that Manager. (Refer to 7.3 (f).)
6. The Vice-President/Secretary shall compile and keep up to date a complete list of Members and their last known addresses as shown on the records of the Association. This responsibility may be delegated to a Manger, with the approval of the Association Board, but the VicePresident/Secretary will remain responsible for monitoring the Manager. Such list shall be open for inspection at the Manager's office or at the home of the VicePresident/Secretary for inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. The Vice President/Secretary shall issue notices of all regular and special meetings of the Members and the Association Board as set forth in paragraphs 5.4, 5.5, 6.2, 6.3,6.4,7.8 and 7.9 above.
7. FINANCIAL OFFICER
 - a) The Financial Officer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Association Board, provided, however, that a resolution of the Association Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Association Board, including authority to sign all checks of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income expenditures with review and approval by the Association Board to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.
 - b) The Financial Officer may, at his election and with approval of the Association Board, delegate many or all of his duties to a Manager (Refer to 7.3(f)) with the exception of signing all checks. Checks in the amount of \$500.00 or more must be signed by the Manager and countersigned by the Financial Officer. If the Financial Officer elects to delegate his responsibilities to a Manager, he must closely monitor the activities of the Manager and will remain ultimately responsible to the Association Board and to the Members for accuracy and completeness.

ARTICLE IX

ADMINISTRATION OF ASSOCIATION

Until relinquished as set forth below, the Developer shall have the right at its option to administrate the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and the Developer's relinquishment in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Article, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights.

The above described act of the Developer relinquishing control to the Homeowners shall be referred to in these bylaws as the "Turnover Date".

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party in connection with his being having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in performance of his duty as such Director or Officer. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expense; provided, however, nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Lot covered thereby.

ARTICLE XI

OBLIGATIONS OF THE MEMBERS

1. ASSESSMENTS. All Members shall be obligated to pay the Assessments imposed per Article 4 pursuant to the approved Association Budget, and any user fees, Annual or Special Assessments as defined in the Declaration. The Assessments shall be due in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, or to hold office within the meaning of these Bylaws, only if such Member is current in the Assessments, user fees, Annual and special Assessments made or levied against him.
2. GENERAL.
 - a) Each Member shall comply strictly with the provisions of the Declaration.
 - b) Each Member shall always endeavor to observe and promote the purposes for which the Property was built.

3. USE OF COMMON PROPERTY. Each Member may in good standing may use the Common Property in accordance with the purposes for which they were intended.
4. ASSESSMENT IS A LIEN. The assessment provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment within thirty (30) days from the date same is levied, then such assessment, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Kansas on judgments. It shall be the responsibility of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of nonpayment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. Such liens shall continue for five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is longer, unless within such time suite shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

ARTICLE XII

AMENDMENT TO BYLAWS

BYLAWS. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose. No amendment shall take effect unless approved by Members representing at least fifty percent (50%) of the aggregate ownership interest of Lot owners in the Property. In no event shall the Bylaws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

ARTICLE XIII

NON-PROFIT ASSOCIATION

NON-PROFIT PURPOSE. The corporation is irrevocably dedicated to, operated exclusively for, non-profit purposes. No part of the income or assets of the corporation shall be distributed to, nor inure to the benefit of, any of its members, officers, directors other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. It shall be considered conflict of interest for the for the business of an Association Board Member or business of the spouse or a member of the immediate family of a an Association Board Member to provide services to the Association for a fee. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or other wise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE XIV

PRINCIPAL OFFICE

ADDRESS. The principal office of the Association may be located at such suitable and convenient place as shall be permitted by law and designated by the Directors. Such place is designated as the then current President's home.

ARTICLE XV

COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon their successors and assigns.

OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY.

The legal owner of all the real property described herein, Aspen Properties, shall have the power at any time to waive or modify any or all the restrictions of covenants contained herein as to said real property remaining undeveloped or Unimproved and under the ownership of Aspen Properties, or its assigns. The Developer specifically reserves the right to carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

ARTICLE XVI

COMMON AREAS

1. POOL AREA. The Developer shall have the right (but is not obligated) to construct and erect a swimming pool, parking lot, cabana and/or other recreational facilities ("Pool Area") in a place within the Subdivision and to make such facilities available for the use by residents of the subdivision. The size and components of the Pool Area shall be determined by the Developers in its absolute discretion.
2. If the Pool Area is so constructed and made available for use by the residents of the Subdivision, the following shall apply;
 - a) Upon substantial completion and opening for use (as determined by the Developer), the Developer shall convey, without charge and free and clear of any mortgages or similar liens, title to the Pool Area to the Homeowners Association. Such title transfer shall be by special warranty deed. Therefore, the Association shall cause insurance to be continuously maintained on the Pool Area, and so long as the Developer still owns lots in the Subdivision, cause the Developer to be named as an additional insured on such insurance coverage.
 - b) The Association shall pay all post construction operating expenses and capital expenditures (defined below) relating to the Pool Area.
 - c) For purposes hereof, "post construction operating expenses and capital expenditures" shall mean any expenses or expenditures made after the initial completion (as determined by the Developer) of the Pool Area for equipment, furniture or other capital assets including the expansion, addition or replacement of any equipment or facilities and any other expenditures that would be capitalized under generally accepted accounting principles, consistently applied.
3. OTHER COMMON AREAS. At such time(s) as the Developer determines but no later than one month after the Developer has recorded the Certificate of Substantial Completion, the Developer agrees to convey, by special warranty deed, all of it's rights, title and interest in the Common Areas to the Association. From that point forward the Association shall be responsible for controlling, maintaining, operating and insuring all Common Areas.

4. DEDICATION OF TRACTS FOR PARKS. The Developer may, at its discretion, dedicate any tract in the Subdivision to the Lenexa Parks Department to be maintained and operated as a City Park. If the tract is so dedicated, the Developer agrees to convey, by special warranty deed, all of its rights, title and interest in said tract to the Parks Department. From that point forward the City of Lenexa Parks Department shall be responsible for controlling, maintaining and operating said tract.

ARTICLE XVII

EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to the streets) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration of agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 20____.

Aspen Properties
A Kansas Partnership

By: _____
Mike Barnhart
Partner

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 20 ____, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Mike Barnhart, of Aspen Properties, A Kansas Partnership, who is personally known to me to be the same person who executed the within instrument on behalf of said Partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public

My Commission Expires:
