

**AMENDED AND RESTATED BYLAWS
OF
THE WESTWOOD HILLS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
ADOPTION AND APPLICABILITY OF BYLAWS**

Section 1. **Adoption of Bylaws.** These Bylaws are adopted by the Owners at a duly held Owner's meeting held on the _____ day of _____, 20____, (the "**Effective Date**"), and shall be known as the Amended and Restated Bylaws of The Westwood Hills Townhomes Homeowners Association, Inc. (the "**Bylaws**"). These Bylaws shall replace and supersede all previously adopted Bylaws of The Westwood Hills Townhomes Homeowners Association, Inc.

Section 2. **Applicability of Bylaws.** The name of the Association to which these Bylaws are applicable is "The Westwood Hills Townhomes Homeowners Association, Inc.", a Kansas not-for-profit corporation, the Articles of Incorporation for which were filed in the Office of the Kansas Secretary of State on the 6th day of September, 2006 (the Articles of Incorporation are referred to herein as the "**Articles**"). The Westwood Hills Townhomes Homeowners Association, Inc., is hereinafter referred to as the "**Association**" and shall consist of members who are Owners of Lots as referred to and defined in the Westwood Hills Townhomes Area Homes Association Declaration, recorded in Book 1009, beginning at page 4921, in the office of the Register of Deeds of Douglas County, Kansas, on July 17, 2006, and as amended and/or restated from time to time, collectively referred to as the "**Declaration.**" The property subject to the Declaration shall be administered and governed by these Bylaws and in accordance with the Declaration, the duly adopted Rules and Regulations, and applicable local law and ordinances.

Section 3. **Application.** All present Owners, mortgagees, lessees and occupants of the Lots and improvements placed thereon, their employees, agents, guests and invitees and all other persons who may use the Lots and common areas and facilities in any manner are subject to these Bylaws, the Declaration, and the Rules and Regulations of the Association. The acceptance of a deed of conveyance, the entering into a contract for purchase, or the entering into a lease for the occupancy or use of a Lot or improvements placed thereon shall constitute an agreement that the Declaration, these Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. **Office.** The office of the Association shall be the registered address on file with the Kansas Secretary of State, or at such other location as hereafter designated by the Board of Directors of the Association.

Section 5. **Definitions.** All definitions set forth in the Declaration shall be applicable to these Bylaws unless otherwise specifically stated or prohibited by the context.

ARTICLE II **BOARD OF DIRECTORS**

Section 1. **Number and Qualification.** The business of the Association shall be conducted by its Board of Directors. The Board of Directors shall be composed of not less than two (2) nor more than five (5) persons, who may, but shall not be required to be Owners.

Section 2. **Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association as stated herein, and may do all such acts and things to exercise and carry out such powers and duties subject to the provisions of the Declaration and these Bylaws, and except to the extent that delegation to the Board of Directors is prohibited by law, these Bylaws, or the Declaration.

(a) The Board's powers shall include, but shall not be limited to, the following:

(i) To fix, levy, and collect fees and charges, whether regular or special, to the extent permitted under the Declaration.

(ii) To manage, control and maintain the Common Areas owned by the Association and to dispose of any portion of such Common Areas as determined appropriate within their sound discretion.

(iii) To make and enforce Rules and Regulations consistent with the rights and duties established by the Declaration. Sanctions for violating the Rules and Regulations may include reasonable monetary fines, but shall not include suspension of an Owner's right to vote unless such Owner is delinquent in the payment of any fees or assessments. In the event that such Owner is delinquent, the Board shall only suspend said Owner's right to vote on financial issues. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board may, by contract or agreement, enforce applicable ordinances of the City of Lawrence, Kansas, or permit the City of Lawrence, Kansas to enforce such ordinances for the benefit of the Association and Owners.

(iv) To perform, carry out, and exercise any and all other powers, functions, measures, and tasks deemed necessary by the Association for the convenience, benefit, and enjoyment of the Owners, and to fix, levy, and collect any fees and charges necessary to pay the cost of any of the foregoing.

(b) The duties of the Association shall include, but not be limited to, the following:

(i) To provide routine maintenance and care of the District Common Areas, as more fully described in the Declaration.

(ii) To perform all of the duties imposed on the Board by the Declaration.

(iii) To obtain and provide public liability, casualty, and other such insurance deemed necessary by the Association, as more specifically set forth in the Declaration.

(iv) To do and perform such other things as required by the Declaration or as may from time to time be necessary to maintain the quality and appearance of Westwood Hills.

(v) To administer these Bylaws and the Declaration in a manner consistent with Kansas law, including but not limited to the Kansas Uniform Common Interest Owners Bill of Rights Act (the “**Act**”), to the extent applicable, as amended from time to time.

(vi) No member of the Board of Directors shall delegate to other persons, other than to another member of the Board of Directors or to an officer of the Association, any of the member’s duties to the Association without approval of the Owners, provided that nothing in this sentence shall be construed to limit the Board of Directors’ authority to delegate duties or responsibilities to agents, officers, employees so long as the Board of Directors continue to be responsible for the supervision and control of such agents, officers and employees.

(vii) The Board of Directors shall propose and adopt a budget for the Association at least annually. Notice of any meeting at which a budget will be considered must be given to the Owners at least ten (10) days prior to the meeting date, and a copy of the proposal must be made available to any Owner who requests it. At any Board of Directors meeting at which a budget or a budget amendment is considered, the Owners shall be given a reasonable opportunity to comment on the proposal prior to the Board taking action. If the Board of Directors, by a majority vote, proposes a special assessment in order to respond to an emergency, such special assessment shall become effective immediately, in accordance with the terms of the vote. Notice of the emergency assessment must be provided promptly to all Owners. The Board of Directors may spend the funds paid on account of the emergency assessment only for the purposes described in the vote. All other special assessments shall be approved at an ordinary meeting of the Board of Directors in accordance with the Declaration.

Section 3. **Managing Agent and Manager.** The Board of Directors may employ a management company or manager for the Association, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. No management contract or agreement shall, however, be for a period longer than three (3) years from the date of execution, and all such management contracts or agreements shall contain a provision allowing for termination thereof by the Board of Directors at any time, with or without cause, on ninety (90) days (or less) prior written notice to the manager of the management company. The Board of Directors may not delegate to the manager or management company any of the duties set forth in this Agreement.

Section 4. **Election and Terms of Office.** The term of office of each of the members of the Board of Directors shall be fixed at three (3) years. Succeeding elections shall be held during the annual meeting of the Owners. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Owners. The terms of office of the Board of Directors shall commence on the date of the annual meeting of the Owners in which such member of the Board is elected, and shall expire as of the annual meeting at the end of such member's applicable term of office. The term of office of the current Board of Directors shall run through their existing terms, and such positions shall be filled pursuant to an election of such Directors at a duly held meeting of the Owners.

Section 5. **Removal of Members of the Board of Directors.** At any regular or special meeting of Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Owners present in person or by proxy, provided a quorum of Owners is present in person or by proxy, and a successor may then or thereafter be elected by the Owners to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 6. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than removal of a member thereof by a vote of the Owners, shall be filled by a vote of a majority of the member of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than quorum. Each person so elected shall be a member of the Board of Directors until the next annual meeting of the Owners, or until such person's prior removal and replacement in accordance with this Article. At the annual meeting next following the removal of a member of the Board, the Owners shall elect a member of the Board of Directors to serve for the remaining part of the unexpired term, if any, of the member whose absence created the vacancy, or, if no unexpired term remains, to serve for a three (3) year term.

Section 7. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given by the President or Secretary to each member of the Board of Directors and to the Owners, in person or

by mail, telephone, facsimile, email, or other means reasonably calculated to provide notice, at least five (5) days prior to the day named for such meeting (unless such meeting includes a discussion of the budget, in which case ten (10) days' notice is required).

Section 8. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each member of the Board of Directors and the Owners, given in person or by mail, telephone, facsimile, email, or other means reasonably calculated to provide notice, which notice shall inform as to the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in a manner and on like notice on the written request of at least two (2) members of the Board of Directors given as above described to the President and Secretary.

Section 9. **Waiver of Notice.** Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors and any Owner at the meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. **Open Meetings; Copies of Meeting Materials.** Except in the case of emergency or otherwise provided in this Section or in the Act, all regular and special meetings of the Board of Directors shall be open to the Owners, and the Board of Directors shall provide reasonable opportunity for Owners to comment regarding any matter affecting the Association. Notwithstanding the previous sentence, the Board of Directors and committees of the Board of Directors may hold an executive session during regular or special meetings, for any purpose permitted in the Act, during which the Owners may be excluded for attendance, provided that no final vote or action may be taken during an executive session. Examples of permitted executive meetings include, to the extent stated in the Act: consulting with the Association's attorney regarding legal matters; discussing potential litigation or mediation, arbitration, or administrative proceedings; discuss labor or personnel matters; discussing contracts, etc., if premature knowledge of those matters would place the Association at a disadvantage; or to prevent public knowledge of a matter if public knowledge would violate the privacy of any person. A gathering of the Board of Directors at which the Board Members do not conduct Association business is not a meeting of the Board of Directors. The Board of Directors and its members may not use incidental or social gatherings as a means to evade the open meetings requirements of these Bylaws. If any materials are distributed to the Board of Directors before a regular or special meeting, copies of those materials shall at the same time be made reasonably available to the Owners, except that unapproved minutes or materials that are to be considered in executive session are need not be provided to the Owners. Notwithstanding anything in this Section to the contrary, however, the Board of Directors may act by unanimous consent for the limited purpose of undertaking ministerial actions or to implement actions previously taken at a meeting of the Board.

Section 11. **Quorum of Board of Directors.** Each member of the Board of Directors shall be entitled to one (1) vote in decisions or resolutions of the Board of Directors.

At all meetings of the Board of Directors, a majority of the full Board of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. **Fidelity Bonds.** The Board of Directors may, in its direction, obtain reasonable and customary fidelity bonds for all officers and employees of the Association handling or responsible for funds of the Association. The premiums on such bonds shall constitute a common expense of the Association.

Section 13. **Compensation.** No member of the Board of Directors shall receive any compensation from the Association for acting as such, unless such compensation is reimbursement for actual expenses incurred by a member of the Board of Directors on behalf of the Association.

Section 14. **Liability of the Board of Directors.** No member of the Board of Directors shall be liable to the Owners for any mistake, judgment, negligence, or otherwise, in connection with his service on the Board of Directors, except for his own individual willful misconduct or gross negligence. The Owners shall indemnify and hold harmless each member of the Board of Directors against all claims, damages, costs and expenses, including reasonable attorney's fees, in connection with his service on the Board of Directors (unless due to his willful misconduct or gross neglect) or arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made contrary to or in violation of the provisions of the Declaration or of these Bylaws. Agreements made by the Board of Directors on behalf of the Association may provide that the members of the Board of Directors and its officers as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners).

Section 15. **Common or Interested Directors.** The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and one (1) or more of its Directors, or between the Association and any corporation, firm, or association in which one (1) or more of the Directors of the Association are directors or officers, or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contracts or transaction, or because of his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members of the Association, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) A contract or transaction is commercially reasonable to the Association and the property at the time it is authorized, ratified, approved or executed.

A common or interested Director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or officer or not so interested.

Section 16. **Rules of Order.** At any meeting of the Board of Directors, the Board may, upon the majority vote of the Board of Directors, elect to conduct the meeting in accordance with the most recent version of *Robert's Rules of Order Newly Revised*, but shall not be required to do so.

ARTICLE III **MEMBERS**

Section 1. **Association Responsibilities and Annual Meetings.** The Owners will be members of the Association which will have the responsibility, acting through its Board of Directors and the Association officers, subject to the terms and provisions of the Declaration and these Bylaws, of administering the affairs of the Association, and establishing and collecting monthly and other assessments, as more particularly described in these Bylaws. The first annual meeting held after the enactment of these Bylaws shall be in such place and time as determined by the Board of Directors, upon at least ten (10) days prior notice to the Owners given in person or by mail, telephone, facsimile, email, or other means reasonably calculated to provide notice. Thereafter, the annual meetings of the Owners shall be held during the month of March of each succeeding year. At such meetings, the Board of Directors shall be elected by ballot of the Owners in accordance with Section 6 of Article III of these Bylaws. The Owners may transact such other business at such meeting as may properly come before them.

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

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the members if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than ten percent (10%) of the voting interest in the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** It shall be the duty of the President to send a notice of each annual or special meeting of the members at least ten (10), but not more than sixty (60), days prior to such meeting to each member of record at the time the notices are provided. Notices may be given in person or by mail, telephone, facsimile, email, or by any other means reasonably calculated to provide notice to the Owners. Notices shall state the date, time and place where it is to be held, and in the case of a special meeting, the purposes of the meeting. The sending of a notice of a meeting to an Owner's residence within the Association, or to such other address as such Owner has requested in writing that notices be sent, or to such Owner's last known physical or email address as carried in the Association's records, shall be considered service of notice. Notwithstanding anything herein to the contrary, any member may, at any time, waive notice of any annual or special meeting of the members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Owner at any regular or special meeting shall constitute a waiver of notice by him of the time and place thereof, except when the Owner attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. The minimum time to give notice of a meeting of the Owners may be reduced or waived in the case of an emergency.

Section 5. **Adjournment of Meetings.** If any meeting of members cannot be held because a quorum has not attended in person or by proxy, a majority of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the meeting was originally called.

Section 6. **Voting.** As contemplated by the Declaration, the Owner or Owners of each Lot, or some person designated by such Lot Owner or Owners to act as proxy on his or their behalf, shall be entitled to cast one (1) vote per lot owned by such Owner or Owners, at all meetings of members. Votes shall be made by voice, show of hands, standing, written ballot, secret ballot, or any other method for determining votes designated by the person presiding over the meeting. If permitted by the Board of Directors, absentee ballots may be submitted. The designation of any proxy shall be made in writing, signed by the person entitled to vote and shall be delivered to the Secretary prior to or at the meeting. No proxy shall be valid after twelve (12) months from the date of its execution. Every proxy shall be revocable and automatically cease upon conveyance by an Owner of his Lot.

Section 7. **Majority of Owners.** As used in these Bylaws, any reference to a majority of members of the Association shall mean Owners having more than fifty percent (50%) of the total votes of the Owners present in person or by proxy and voting at any meeting of the members of the Association, with the number of votes determined in accordance with the provisions of these Bylaws.

Section 8. **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners having at least fifty percent (50%) of the total authorized votes of all Owners shall constitute a quorum at all meetings of the members.

Section 9. **Majority Vote.** The vote of a majority of members at a meeting at which a quorum shall be present shall be binding on all Owners for all purposes except in those instances stated in the Declaration, these Bylaws, or any law, where a higher percentage is required.

Section 10. **Rules of Order.** At any meeting of the Owners, the person presiding over the meeting may elect to conduct the meeting in accordance with the most recent version of *Robert's Rules of Order Newly Revised*, but shall not be required to do so.

ARTICLE IV **OFFICERS**

Section 1. **Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of who shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President and Vice President shall be elected from current members of the Board.

Section 2. **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. **The President.** Unless the Board of Directors otherwise provides, the President shall be the chief executive officer of the Association with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation and shall carry into effect all directions and resolutions of the Board of Directors. The President shall preside at all meetings of the Board of Directors and Association members. The President may execute all bonds, notes, contracts, deeds, mortgages and any other instruments for and in the name of the Association. The President shall, unless the Board of Directors otherwise provides, be ex officio a member of all standing committees. The President shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

Section 5. **The Vice President.** In the absence of the President or in the event of his disability, inability or refusal to act, the Vice President shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. **The Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members of the Association and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association

to be kept for that purpose. The Secretary shall perform like duties for the executive and other standing committees when requested by the Board of Directors or any such committee to do so. It shall be the principal responsibility of the Secretary to give, or cause to be given, notice of all meetings of the Board of Directors and of the Association members, but this shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. The Secretary shall cause all books, records, lists and information, or duplicates, required to be maintained in Kansas, or elsewhere, to be so maintained. The Secretary shall keep in safe custody the seal of the Association, if such a seal is authorized by the Board of Directors, and shall have authority to affix the seal of the Association and to attest the affixing by his signature. The Secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws, or from time to time by the Board of Directors or the chief executive officer of the Association.

Section 7. **The Treasurer.** The Treasurer shall have the responsibility for the safekeeping of the funds and securities of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall keep, or cause to be kept, all other books of account and accounting records of the Association. The Treasurer shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors or by any officer of the Association to whom such authority has been granted by the Board of Directors. The Treasurer shall disburse, or permit to be disbursed, the funds of the Association as may be ordered or authorized generally by the Board of Directors and shall render to the chief executive officer of the Association and the Board of Directors, whenever they may require it, an account of all transactions of the Treasurer and of those under the Treasurer's jurisdiction, and of the financial condition of the Association. The Treasurer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. If required by the Board of Directors, the Treasurer shall give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board of Directors, for the faithful performance of the duties of such office, and for the restoration to the Association, in the case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control which belong to the Association.

Section 8. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any one (1) officer of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such unless such compensation is reimbursement for expenses incurred by such officer on behalf of the Association.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. **Common Expenses and Charges.** Assessments against the Owners shall be made as provided by the Declaration and by the Board of Directors, and paid by the Owners to the Association in accordance with the following provisions:

(a) **Assessments.** All regular assessments, the authority of which to levy is granted to the Association or the Board of Directors by the Declaration, these Bylaws or as otherwise permitted, shall be paid by the Owners to the Association as set forth in the Declaration, Bylaws, or lawful resolution of the Board of Directors authorizing such assessment. All other assessments and separate charges made against an Owner, excluding, however, fees and charges assessed against an Owner for his failure to fulfill his obligations under the Declaration, Bylaws, or Rules and Regulations, shall be made equally upon each Owner.

(b) **Accounts.** All sums collected by the Association from assessments may be commingled in a single fund but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be determined by the Board of Directors but shall include a common expense account, to which shall be credited collections of assessments for all common expenses as well as payments received as income from the rental or use of any of the common areas and facilities.

(c) **Assessment Roll.** Except as otherwise provided in the Declaration, the assessments against all Owners shall be set forth upon a roll of the Lots which shall be available, upon reasonable request, for inspection at all reasonable times by the Owners or their duly authorized representatives. Such roll shall indicate for each Lot the name and address of the Owner or Owners, the assessments, and the amounts of all assessments paid and unpaid.

(d) **Liability for Assessments.** The Owner of a Lot and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance of the Lot. Such liability may not be avoided by a waiver of the use and enjoyment of any common area or facility or by the abandonment of the Lot for which the assessments are made.

(e) **Lien for Assessment.** The creation, existence and enforcement of a lien or liens against any Lot or Owner for failure to pay any assessment shall be governed by the applicable provisions of the Declaration.

(f) **Statement of Fees and Charges.** Upon written request therefor, the Board of Directors shall provide any Owner with a written statement of all unpaid fees and charges due from such Owner. Such statement shall be furnished within ten (10) days after receipt of said request.

Section 2. **Insurance.** The Board of Directors of the Association may obtain and maintain, to the extent obtainable, the insurance coverage described in the Declaration.

Section 3. **Board of Directors May Act for Owners.** Whenever in the Declaration or these Bylaws, the Board of Directors or the members thereof are authorized or directed to acquire, hold, lease, mortgage, or convey any part of or interest in the properties, or to acquire any lien thereon, or to acquire or receive the proceeds to any policy of insurance or other monies, goods or chattels, with respect to the properties, such action shall be carried out in the names of the members of the Board of Directors and their successors in office from time to time, as trustees, on behalf of some or all of the Owners, as the case may be.

Section 4. **Rules of Conduct.** Reasonable rules and regulations (the “**Rules and Regulations**”) concerning the use of the Lots and the common areas and facilities may be made by the Board of Directors from time to time, in accordance with the notice requirements of the Act. Following adoption, a copy of such Rules and Regulations shall be furnished by the Board of Directors to each Owner prior to the time they shall become effective.

ARTICLE VI **MORTGAGES**

Section 1. **Notice to Board of Directors.** At the request of the Board of Directors, an Owner who mortgages his Lot shall notify the Board of Directors of the name and address of his mortgagee and the Board of Directors shall maintain such information in a book entitled “Mortgages of Lots.”

Section 2. **Notice of Unpaid Fees and Charges and Notice of Loss or Taking.** The Board of Directors, whenever so requested in writing by any mortgagee of a lot, shall promptly, in writing, notify the mortgagee of any default in the performance by the Individual Lot mortgagor of any obligation under the Declaration, these Bylaws, or the Rules and Regulations, and any then unpaid fees and charges due from the Owner of the mortgaged Lot.

Section 3. **Notice of Default.** The Board of Directors, when giving an Owner notice of a default in payment of common charges or other default, shall within thirty (30) days following such default send a copy of such notice to the Owner, including any contract seller, and may send a copy of such notice to the holder of a mortgage covering such Lot or whose name and address have been previously furnished to the Board of Directors.

Section 4. **Examination of Books.** Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Association at reasonable times on weekdays, but not more than once per month.

ARTICLE VII **RECORDS**

Section 1. **Records and Audits.** For a period of at least five (5) years, the Board of Directors shall keep or cause to be kept detailed records of the actions of the Board of Directors,

minutes of the meetings of the Board of Directors, minutes of the meetings of the members of the Association, financial records and books of account of the Association, and other such documents required by the Act to be maintained.

Section 2. **Statement of Account.** Upon ten (10) days' notice to the Board of Directors or manager and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE VII **MISCELLANEOUS**

Section 1. **Notices.** All notices to the Association or to the Board of Directors hereunder, except as otherwise provided herein, shall be in writing and sent by registered or certified mail, postage prepaid, to the Board of Directors at its registered office, or to such other address as the Board of Directors may hereafter designate from time to time. Notices to any Owner, except as otherwise provided herein, shall be deemed given when sent by regular or certified United States mail to his address or to such other address requested by the Owner by prior notice to the Association, or by e-mail to the last known e-mail address provided to the Board of Directors by such Owner. All notices to contract sellers or mortgagees of Lots shall be sent by regular or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices sent by regular or certified United States mail shall be deemed to have been given when deposited in the United States mail in the manner aforementioned.

Section 2. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the other parts of these Bylaws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no other way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. **Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. **Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE IX **AMENDMENTS TO BYLAWS**

These Bylaws may be modified or amended by the vote of seventy-five percent (75 %) of all of the Owners at a meeting of Owners duly held for such a purpose.

**ARTICLE X
CONFLICTS**

Section 1. **Conflicts.** In case any of these Bylaws are contrary to or in conflict with the provisions of the Declaration, the applicable provisions of the Declaration shall control.

The foregoing were adopted as the Amended and Restated Bylaws of The Westwood Hills Townhomes Homeowners Association, Inc., a corporation not-for-profit under the laws of the State of Kansas, at a duly held meeting of its Owners on the Effective Date.

**THE WESTWOOD HILLS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.,
a Kansas not-for-profit corporation**

By: _____
Named
Typed/Printed: _____
President

By: _____
Named
Typed/Printed: _____
Secretary

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) **ss:**

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, as President of the Westwood Hills Townhomes Homeowners Association, Inc., a Kansas not-for-profit corporation, who is personally known by me to be the same person who executed the foregoing instrument on behalf of said corporation.

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

Notary Public

My Appointment Expires: _____

STATE OF KANSAS)
)
) **SS:**
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, as President of the Westwood Hills Townhomes Homeowners Association, Inc., a Kansas not-for-profit corporation, who is personally known by me to be the same person who executed the foregoing instrument on behalf of said corporation.

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

Notary Public

My Appointment Expires: _____