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20190111-0002326 1/11/2019
Pages: 38 F: \$650.00 9:08 AM
Register of Deeds ... T20190001634

After recording return to:
Jason C. Peters
Duggan Shadwick Doerr & Kurlbaum LLC
9101 West 110th Street, Suite 200
Overland Park, Kansas 66210

**AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDAR CREEK VILLAGE I
A DEVELOPMENT IN
THE CITY OF OLATHE
JOHNSON COUNTY, KANSAS**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Amended and Restated Supplemental Declaration**") is made this 9th day of January, 2019, by Cedar Creek Development Company, Inc., a Kansas corporation ("**Declarant**").

RECITALS:

A. Declarant is the successor to Cedar Creek Properties, Inc., the original Declarant under that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I, dated June 20, 1996 ("**Declaration**"), which was appended to and recorded with that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I, dated June 20, 1996, and recorded on August 21, 1996, at Book 4967, Page 614.

B. Pursuant to Article III, Section 3 of the Declaration, Declarant elected to establish Voting Groups under the Declaration, as reflected in that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I, dated December 23, 2008, and recorded on December 31, 2008, at Book 200812, Page 006065 (the "**Supplemental Declaration**").

C. All lots that will comprise the Village Properties, as defined in the Declaration, have been platted, and in light of the same, Declarant desires to amend and restate the Supplemental Declaration in its entirety so as to make appropriate adjustments to the Voting Groups, as approved by the Board of Directors of the Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is hereby agreed as follows:

1. Declarant, pursuant to Article III, Section 3(b) of the Declaration, hereby establishes and confirms the following Voting Groups:

a. **Voting Group A:** This Voting Group shall be comprised of the property described in the attached **Exhibit A**.

b. **Voting Group B:** This Voting Group shall be comprised of the property described in the attached **Exhibit B**.

c. **Voting Group C:** This Voting Group shall be comprised of the property described in the attached **Exhibit C**.

2. All terms and provisions of the Declaration and any amendments thereto remain binding on the real property described in **Exhibits A, B, and C** attached hereto and incorporated herein.

3. The Amended Bylaws for Cedar Creek Village I Association, Inc., as amended on August 13, 2013, are attached hereto as **Exhibit D**.

4. This Amended and Restated Supplemental Declaration shall be deemed to amend, restate, and replace the Supplemental Declaration in its entirety.

5. All other terms and provisions of the Declaration, as previously amended or supplemented, shall remain the same.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Supplemental Declaration as of the date first above written.

**CEDAR CREEK DEVELOPMENT
COMPANY, INC.**

By: _____

Ronald A. Mather, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BEFORE ME, the undersigned authority, a Notary Public, on this 9 day of January, 2019, personally appeared Ronald A. Mather, President of Cedar Creek Development Company, Inc., a Kansas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Cedar Creek Development Company, Inc., in the capacity therein stated.

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

Patricia J. Stout
Notary Public

My commission expires:

Nov. 15, 2020

Notary Public State of Kansas
Patricia J. Stout
My Appt Exp 11-15-2020

EXHIBIT A
(Voting Group A)

Clubsides

Lots 1, 2, 3, and 4, Cedar Creek Village I Thirteenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Bluffs

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Cedar Creek Village I Ninth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Reserve

Lots 1, 2, 3, 4, 9, 26, 27, 28, and 29, Reserve at Shadow Lake First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1, 2, 3, 28, and 29, Reserve at Shadow Lake Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 5, 6, 7, 8, 19, 20, 21, 22, 23, 24, and 25, Reserve at Shadow Lake Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 10, 11, 12, 13, 14, 15, 16, 17, and 18, and Tracts 133, 134, and 135, Reserve at Shadow Lake Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Cedar Ridge

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Cedar Creek Village I Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Hidden Lakes

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Cedar Creek Village I – Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Villas

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, Cedar Creek Village I Twenty-Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 20 through 44, inclusive, Cedar Creek Village I, Twenty-Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Cottages

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Cottages of Glen View First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Cottages of Glen View Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

North Lake

Lots 1 through 56, inclusive, Cedar Creek Village I First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, and 56, Cedar Creek Village I – Eleventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 and 2, Cedar Creek Village I – Fifteenth Plat, a replat of lots 17 and 18 of Cedar Creek Village I First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 50, 51, 52, 53, 54, and 55, Cedar Creek Village I – Twenty-Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

North Shore

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, North Shore Estates First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 21 through 50, inclusive, North Shore Estates Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lot 51, North Shore Estates Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 52 through 85, inclusive, North Shore Estates Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Links

Lots 1 through 37, inclusive, Cedar Creek Village I Tenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1, 2, 3, and 4, Cedar Creek Village I Eighteenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 17, inclusive, Cedar Creek Village I – Twenty First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 18 through 30 inclusive, Cedar Creek Village I Twenty Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Ridge at Shadow Glen

Lots 1 through 42, inclusive, and Tracts "A" through "T", inclusive, Cedar Creek Village I, Thirtieth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Retreat at Hidden Lake

Lots 1 through 6, inclusive, Cedar Creek Village I, Twenty-Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

EXHIBIT B
(Voting Group B)

Highlands

Lots 1 through 15, inclusive, Cedar Creek Village I Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 29, inclusive, Cedar Creek Village I Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 48, inclusive, Cedar Creek Village I Sixteenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 19, inclusive, Cedar Creek Village I Seventeenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 9, inclusive, Cedar Creek Village I Nineteenth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 43, inclusive, Cedar Creek Village I Twentieth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 1 through 25, inclusive, Cedar Creek Village I Twenty-Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lot 1, Cedar Creek Village I Twenty-Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Cedar Glen

Lots 1 through 28, inclusive, Cedar Glen First Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 29 through 72, inclusive, Cedar Glen Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 64, 65, 66, 67, 68, 69, 70, and 71, Cedar Glen – Third Plat, a replat of lots 64-72 of Cedar Glen Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 72 through 97, inclusive, Cedar Glen Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 98 through 128, inclusive, Cedar Glen Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 129 through 170, inclusive, Cedar Glen Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 171 through 200, inclusive, Cedar Glen Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 201 through 228, inclusive, Cedar Glen Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 220, 221, 222, 223, 224, and 225, Cedar Glen Ninth Plat, a replat of lots 220-226 of Cedar Glen Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Estates

Lots 1 through 53, inclusive, Cedar Creek Village I Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

Lots 40, 41, 42, 43, 44, 45, and 46, Cedar Creek Village I Twelfth Plat, a replat of lots 40 through 47, as platted in Cedar Creek Village I, Second Plat.

EXHIBIT C
(Voting Group C)

Southglen and Woods at Southglen

Lots 1 through 54, inclusive, Southglen of Cedar Creek First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 55 through 106, inclusive, Southglen of Cedar Creek Second Plat, subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 42, 44, and 45, Southglen of Cedar Creek Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 48 and 49, Southglen of Cedar Creek Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 48 and 49, Southglen of Cedar Creek Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 107 through 130, inclusive, Southglen of Cedar Creek Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 131 through 160, inclusive, Southglen of Cedar Creek Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 161 through 198, inclusive, Southglen of Cedar Creek Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 1 through 44, inclusive, Woods at Southglen First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 45 through 79, inclusive, Woods at Southglen Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 80 through 112, inclusive, Woods at Southglen Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 113 through 163, inclusive, Woods at Southglen Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 152 through 176, inclusive, Woods at Southglen Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 177 through 189, inclusive, Woods at Southglen Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Crossings at Southglen

Lots 1 through 33, inclusive, and Tracts A, B, C, D, E, and F, Cedar Creek Village I, Crossings at Southglen, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Lots 34 through 54, inclusive, and Tracts G, H, I, and J, Cedar Creek Village I, Crossings at Southglen, Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

EXHIBIT D
(Amended Bylaws)

[See Attached Amended Bylaws for Cedar Creek Village I Association, Inc.]

**AMENDED BYLAWS
FOR CEDAR CREEK VILLAGE I ASSOCIATION, INC.**

THESE AMENDED BYLAWS are made this 13th day of August, 2013, by Cedar Creek Village I Association, Inc., a Kansas not for profit corporation (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, on December 31, 2008, the Cedar Creek Village I Association, Inc. ("Association"), filed that certain Bylaws for Cedar Creek Village I Association, Inc., recorded in Official Records Book 200812, Page 6065 et seq., of the Public Records of Johnson County, Kansas ("Bylaws"); and

WHEREAS, pursuant to Article V, Section 6 of the Bylaws, the Bylaws may be amended at any time by the affirmative vote of 67 percent of the voting members of the Association; and

WHEREAS, the Board of Directors proposed to amend and restate the Bylaws in order to incorporate revisions to the state laws governing homeowners associations, to update the method of community governance, to establish a flexible and reasonable procedure to govern owners of residential units within Cedar Creek, among other things; and

WHEREAS, more than 67 percent of the voting members of the Association voted to amend the Bylaws by adopting the Amended Bylaws for Cedar Creek ("Amended Bylaws") as attached hereto; and

NOW, THEREFORE, the Bylaws are hereby amended by striking all previous Bylaws in their entirety and substituting in its place the Amended Bylaws attached hereto.

Env: Slagle Bernard & Gorman
Rod Hoffman

IN WITNESS WHEREOF, the undersigned President of Cedar Creek Village I Association, Inc., hereby certifies that this Amended Bylaws has received the requisite approval pursuant to Article V, Section 6 of the Bylaws this 13th day of August, 2013.

CEDAR CREEK VILLAGE ASSOCIATION,
INC., a Kansas not-for-profit corporation

By: 

Printed Name: Paul Turec

Its: President

STATE OF KANSAS)

COUNTY OF JOHNSON)

On this 13th day of August, 2013, before me personally appeared PAUL TUREC to me known to be the President of Cedar Creek Village I Association, Inc., the corporation that executed the within foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto attached the day and year in this certificate above written.


NOTARY PUBLIC

My commission expires:

MAY 17, 2015



AMENDED BY-LAWS
OF
CEDAR CREEK VILLAGE I ASSOCIATION, INC.
DATED MAY 29, 2013

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AMENDED BY-LAWS
OF
CEDAR CREEK VILLAGE I ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Cedar Creek Village I Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Kansas shall be located in Johnson County. The Association may have such other offices, either within or outside the State of Kansas, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have only one class of membership, Class "A", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association 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 either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings shall be set by the Board so as to occur in September.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total Class "A" votes of the

Association. The notice of any special meeting shall state the date, time, and place of such meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written, or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally, by mail, or by email to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Said notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid. If emailed, the notice of a meeting shall be deemed to be delivered when sent to the email address of the Voting Member as it appears on the records of the Association. It shall be the duty of every Voting Member to assure that the Association is provided with the Voting Member's current email address. If the Association is unable to deliver by email two (2) consecutive notices given by the Association, and such inability becomes known to the Association secretary or property manager, then future notices shall be given by mail until such time as the Voting Member provides the Association with a new email address for notice purposes.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than

five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may vote by proxy or through their designated alternates. A proxy is valid only for the meeting at which it is cast, must be dated and not revocable. The proxy must bear an original signature or be electronically signed coming from the Voting Member's email. It may be directed, meaning the vote by the holder of the proxy must be in a specific manner for a singular issue; or it may be undirected, meaning the holder of the proxy may vote in any manner on any issue at the meeting. If an undirected proxy, one proxy holder may not cast an undirected proxy or proxies representing more than 15% of the Class "A" votes of the Association. The alternate Voting Member may cast a proxy if the Voting Member does not appear at a meeting and has not cast a proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by proxy, or by alternate of the Voting Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors shall be Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Record of Proceedings

(a) Minutes of Meetings. All meetings of the Board of Directors, any committee, or Voting Members, shall record a set of minutes by a duly appointed secretary for the meeting which shall constitute a record of the meeting. Said minutes shall include: (1) the kind of meeting; (2) the Directors, committee members, and/or Voting Members present; (3) whether minutes of the previous meeting were approved; any motions made (except those withdrawn) and the results of any votes on the motion and which persons voted in favor and against any said motion, including without limitation any proposed resolutions by the Board of Directors.

(b) Approval of Minutes. After the secretary of the meeting has prepared the minutes of the meeting set out above, the minutes shall be circulated to all persons who voted on any proposed action at the meeting, including without limitation all Board members who attended any Board of Directors meeting, for comment. The minutes shall be submitted for approval at the next regularly scheduled Board meeting.

(c) Separate Approval of Resolutions Required. Each action, policy or program, including, without limitation, the formation of any committee, which the Board intends to be the action of the Association, shall be made by a formal resolution duly voted on by the Board of Directors ("Board Resolution") as set out herein. Any Board Resolution that forms or creates a committee of the Association may specify the names of the members of the committee.

Section 3. Number of Directors. The number of directors in the Association shall be five (5), as provided in Section 6 below.

Section 4. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors who is not up for re-election or who is not seeking re-election, and three (3) or more Members of the Association, with at least one (1) representative from each Voting Group. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled.

The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, and for the director(s) to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

Five (5) directors shall be elected by the Voting Members, with an equal number of directors elected from each of the three (3) Voting Groups and any remaining directorships filled at large by the vote of all Voting Members. The three directors elected by the Voting Groups shall be elected for a term of two (2) years and two (2) at-large directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Each Voting Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The directors elected by the Voting Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose and the proposed removal must be listed as an item in the notice for the meeting. Further, said director must be given an opportunity to speak at such meeting. Upon removal of a director as provided herein, the meeting may be continued for not less than seven (7) days but no more than fourteen

(14) days. At the continued meeting, providing a quorum is present, a successor shall be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director. Nominations shall be made from the floor and all candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes. If a quorum is not present, the meeting shall once again be continued for not less than seven (7) days but no more than fourteen (14) days.

Any director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. The absence of a Director at any meeting will be deemed excused, unless a majority of the remaining Board members votes at said meeting to deem the absence unexcused. In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 8. 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 directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than five (5) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice may be given in person, via regular mail, or via email. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid. If emailed, the notice of a meeting shall be deemed to be delivered when sent to the email address of the director as it appears on the records of the Association. It shall be the duty of every director to assure that the Association is provided with the director's current email address. If the Association is unable to deliver by email two (2) consecutive notices given by the Association, and such inability becomes known to the Association secretary or property manager, then future notices shall be given by mail until such time as the director provides the Association with a new email address for notice purposes.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by email. All such notices shall be given at the director's telephone number or sent to the director's address or email address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) days before the time set for the Meeting. Notices given by personal delivery, telephone, or email shall be delivered, telephoned, or sent at least seventy-two (72) hours before the time set for the meeting. If emailed, the notice of a meeting shall be deemed to be delivered when sent to the email address of the director as it appears on the records of the Association. It shall be the duty of every director to assure that the Association is provided with the director's current email address.

Section 10. Place of Meetings; How Held. Meetings shall be held at the place designated in the notice; however, if not specified in the notice then by default the meeting shall be deemed to be held at the offices of the Association. Meetings may be held via telephonic, video, or other conferencing process, in whole or in part, so long as the notice for such meeting specifies how it will be conducted and how Owners may participate.

Section 11. Notice to Owners. Unless a meeting is either an emergency or in a schedule previously provided to the Owners, notice shall be given of a meeting at least five (5) days in advance. The notice must include the time, date, place and agenda. Except for unapproved minutes or materials for executive sessions, copies of materials distributed to the Board shall be reasonably made available to the Owners. Official notice of all meetings of the Board of Directors or any of its committees shall be deemed given when delivered electronically to an email address provided to the Association for that purpose or by posting the notice of such meetings in a conspicuous place at the offices of the Association located at the Cedar Creek Swim and Racquet Club, 25775 West 103rd Street, Olathe, Kansas 66061. If the official office of the Association is changed in the future, notice to Owners will be given as provided herein. If the Association is unable to deliver by email two (2) consecutive notices given by the Association, and such inability becomes known to the Association secretary or property manager, then future notices shall be given by mail until such time as the Owner provides the Association with a new email address for notice purposes.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before

or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that Meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a Majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 16. Open Meetings. All meetings of the Board shall be open to all Owners and any Owner shall be provided a reasonable opportunity to comment regarding any matter affecting the Association. In such case, the President may limit the time any Owner may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Owners, to discuss matters of a pending or threatened litigation or related alternative proceedings, consultation with the Association's legal counsel, labor or personnel matters, leases, commercial transactions or purchases if information released would compromise the Association's position, and matters that would violate the privacy of any person.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of

the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Neighborhood Expenses;

(b) making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors best business judgment, in depositories other than banks;

(f) making and amending rules and regulations; provided, however, before the adoption or amendment of any rule or regulation, the Board must notify Owners of the proposed action and provide the text of the rule and the date of the meeting on which the proposed action will be considered; upon adoption or amendment of any rule or regulation, a text of the same shall be provided to the Owners. Notices and the text may be provided by

mail or electronically via the Association's website.

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available electronically to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the By-Laws, or rules governing the Unit. Financial statements of the Association will be provided at prospective purchaser's expense;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and

(o) cooperating with Cedar Creek Community Services Corporation in the performance of their respective responsibilities; and

(p) performing its obligations as a member of Cedar Creek Community Services Corporation under its articles of incorporation, its by-laws and the Declaration of Covenants for the Cedar Creek Community, including the obligation to pay assessments to Cedar Creek Community Services Corporation and the obligation to participate on its board of directors.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The

Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such

assessments which remain delinquent (a monthly installment of the annual assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. .

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties, including, without limitation, the Cedar Creek Community Services Corporation. Such agreements shall require a majority of all directors of the Association.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote on financial issues or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within thirty (30) days of its imposition by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee, if any, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, these By-Laws, and the Association's Rules and Regulations, including whether to compromise any claim for unpaid assessment or other claim made by or against it. The Board does not have duty to take enforcement action if it determines that, under the facts and circumstances presented: (i) The Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law; (iii) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interest to pursue an enforcement action. The Board's decision under subsection (ii) not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that

are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Section 23. Nonbinding Alternative Dispute Resolution. Before any judicial or administrative proceeding shall be commenced or prosecuted by an Owner against the Association, or by an Owner against another Owner pertaining to the Association, such Owner or Owners shall submit to nonbinding dispute resolution. Such Alternative Dispute Resolution shall be in two parts: (a) First, the parties shall meet face to face and attempt in good faith to settle the dispute through means of negotiation; (b) Second, the parties shall retain a Mediator licensed in the State of Kansas or a retired judge, the costs of which shall be borne equally by the parties, to attempt to resolve the dispute in good faith in accordance Kansas Supreme Court Rules 901, 902, and 903. If an Owner shall commence a judicial or administrative proceeding prior to undertaking nonbinding alternative dispute resolution, attorney fees may be awarded against said Owner in the proceeding for the failure to comply with this provision.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. No director may hold more than one office, unless said office is one of an Assistant; provided, however, that the President may not simultaneously hold the office of Assistant Secretary.

Section 2. Election Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal (except in the case of removal by the Neighborhood Representatives as provided in Article IIIA Section 6), or otherwise may be filled by the Board of Directors for the unexpired portion of the term or, if earlier, until the next regularly scheduled election of the Board of Director's members.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and

duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management, agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Amendments, Agreements, Contracts, Deeds, Leases, Checks, Etc. Amendments to the Declaration shall be executed by the President and certified by the Secretary. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Participation on Board of Community Services Corporation. In addition to the officers specified in Section 1 above, the Board shall elect two (2) representatives from among the Class A Membership to serve on the board of directors of the Cedar Creek Community Services Corporation.

Article V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Board of Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Notices of any committee meeting shall be provided to Owners as notices are required of Board meetings as set forth in Article III.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

Section 3. Neighborhood Committees. In addition to any other committees appointed as provided above, there shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Such Neighborhood Committees shall consist of three (3) members, or such lesser number as approved for that Neighborhood by the Board of Directors; and provided, however, by vote of at least fifty-one (51%) percent of the Owners within the Neighborhood this number may be increased to five (5).

The members of each Neighborhood Committee shall be elected by the vote of Owners of Units within that Neighborhood at an annual meeting of such Owners. The first annual meeting of each Neighborhood shall be called within sixty (60) days after conveyance of fifty-one (51%) percent of the Units in the Neighborhood to Persons other than a builder or developer. Thereafter, annual meetings shall be held within forty-five (45) days following the annual meeting of the membership. The Owners of Units within the Neighborhood holding at least one-fifth (1/5th) of the total votes of Units in the Neighborhood, represented in person or by proxy or absentee ballot (which can be cast via email), shall constitute a quorum at any meeting of the Neighborhood. The Owners of Units within a Neighborhood shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of two (2) years or until their successors are elected and shall be known as a Neighborhood Representative. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee; provided, however, that if said director is the Voting Member (as set forth below), said director shall recuse his or her self from voting as a Voting Member on any matter where there is an appearance of a conflict of interest. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration and all subject to approval by the Board. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors or the Association.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Sections 9, 10, 11, 12, 13, 14, 15, and 16, of these By-Laws and shall abide by the notice provisions set forth in Article III, Section 8 applicable to directors, substituting the word "Owner" for "director" therein. Each Neighborhood Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Voting Member from that Neighborhood and shall be considered the senior elected officer as that term is used in Article III, Section 3 of the Declaration. Each Committee shall also select a vice-chairman who shall perform the duties of the chairman (including those of being the Voting Member) in the absence of the chairman and shall be considered the next most senior officer as that term is used in the Declaration.

Upon written request of ten percent (10%) or more of the Owners of Units within a

Neighborhood, the Chairman of the Neighborhood Committee shall call a special meeting for the purposes set forth in the written request. The notice provisions set forth in Article III, Section 8 applicable to directors shall be followed, substituting the word "Owner" for "director" therein.

Any member of a Neighborhood Committee may be removed, with or without cause, by the vote of Owners holding a majority of the votes entitled to be cast for the election of such member. Any member whose removal is sought shall be given notice prior to any meeting called for that purpose and the proposed removal must be listed as an item in the notice for the meeting. Further, said member must be given an opportunity to speak at such meeting. Upon removal of a member as provided herein, a successor shall then and there be elected by the Owners. Nominations shall be made from the floor and all candidates shall have a reasonable opportunity to communicate their qualifications to the Owners and to solicit votes.

Article VI Neighborhood Representatives

Section 1. Regular Meetings. Regular meetings of the Neighborhood Representatives may be held at such time and place as shall be determined from time to time by a majority of the Board of Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to a Neighborhood Representative not less than ten (10) days prior to the meeting; provided, however, notice of a meeting need not be given to any Neighborhood Representative who has signed a waiver of notice or a written consent to holding of the meeting. Notice may be given in person, via regular mail, or via email. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Representative at his address as it appears on the records of the Association, with postage thereon prepaid. If emailed, the notice of a meeting shall be deemed to be delivered when sent to the email address of the Neighborhood Representative as it appears on the records of the Association. It shall be the duty of every Neighborhood Representative to assure that the Association is provided with the director's current email address.

Section 2. Special Meetings. Special meetings of the Neighborhood Representatives shall be held when called by written notice signed by the President of the Association, a majority of the Board of Directors, ten percent (10%) of the Owners, or by the combination of any number of Voting Members (or their alternates) representing at least twenty percent (20) of the Units (Owners) in the Association. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Neighborhood Representative by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to a person at the Neighborhood Representative's office or

home who would reasonably be expected to communicate such notice promptly to the Neighborhood Representative; or (d) by email. All such notices shall be given at the Neighborhood Representative's telephone number or sent to the director's address or email address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) days before the time set for the Meeting. Notices given by personal delivery, telephone, or email shall be delivered, telephoned, or sent at least seventy-two (72) hours before the time set for the meeting.

Section 3. Place of Meetings; How Held. Meetings shall be held at the place designated in the notice; however, if not specified in the notice then by default the meeting shall be deemed to be held at the offices of the Association. Meetings may be held via telephonic, video, or other conferencing process so long as the notice for such meeting specifies how it will be conducted and how Owners may participate.

Section 4. Notice to Owners. Unless a meeting is either an emergency or in a schedule previously provided to the Owners, notice shall be given of a meeting at least ten (10) days in advance. The notice must include the time, date, place and agenda. Except for unapproved minutes or materials for executive sessions, copies of materials distributed to the Neighborhood Representatives shall be reasonably made available to the Owners. Notice under this section may be given via a posting on the Association's website which periodically notifies Owners of such postings via email.

Section 5. Waiver of Notice. The transactions of any meeting of the Neighborhood Representatives, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Neighborhood Representatives not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall be deemed given to any Neighborhood Representative who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 6. Quorum of Neighborhood Representatives. At all meetings of the Neighborhood Representatives, the combination of any number of Voting Members (or their alternates) representing at least fifty-one percent (51%) of the Units (Owners) in the Association.

Section 7. Compensation. No Neighborhood Representative shall receive any compensation from the Association for acting as such.

Section 8. Conduct of Meetings. The President of the Association shall preside over all meetings of the Neighborhood Representatives.

Section 9. Open Meetings. All meetings of the Neighborhood Representatives shall be open to all Owners, but such Owners other than directors or neighborhood representatives

may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director or neighborhood representative. In such case, the President may limit the time any Owner may speak. Notwithstanding the above, the President may adjourn any meeting of the Neighborhood Representatives and reconvene in executive session, excluding Owners, to discuss matters of a sensitive nature, such as pending or threatened litigation or related alternative proceedings, consultation with the the Association's legal counsel, labor or personnel matters, leases, commercial transactions or purchases if information released would compromise the Association's position, and matters that would violate the privacy of any person.

Article VII Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Kansas law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Kansas law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Kansas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) The Association shall maintain the following books and records for a minimum of five (5) years unless a different time is specified below:

- (i) All receipts and expenditures;
- (ii) Minutes of all meetings except executive sessions;
- (iii) Names of all owners, in alphabetical order, with addresses;
- (iv) The Declaration, these By-Laws, and Rules and Regulations;
- (v) Financial statements and tax returns but only for three (3) years;
- (vi) Names and addresses of current Board members;
- (vii) Annual reports, if any;
- (viii) Copies of current contracts to which the Association is a party;
- (ix) Records of architectural approvals, if any; and

- (x) Ballots, proxies and other records relating to voting by Neighborhood Representatives or Owners for one year after an election, action or vote which they pertain.

(b) Inspection by Members and Mortgagees. The books and records maintained by the Association are available for inspection and copying by any Owner or his designated agent upon ten (10) days written notice to the Association. Said notice shall reasonably identify the specific records of the Association that are requested. The Association shall not be obligated to compile or synthesize the information or records and will charge a reasonable fee for copying of the same. Provided, however, books and records of the Association may be withheld from copying and inspection to the extent they concern: (1) Personnel, salary, and medical records relating to specific individuals; (2) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated; (3) Existing or potential litigation or mediation, arbitration, or administrative proceedings; (4) Matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, bylaws, or rule; (5) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine; (6) Information the disclosure of which would violate law; (7) records of an executive session of the board of director; or (8) individual unit files other than those of the requesting owner.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. The Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial

determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" or in Article VIII, Section 1, of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

These By-Laws may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total Class "A" votes in the Association, including sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Johnson County, Kansas.

If an Owner consents to any amendment to these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Certification

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Cedar Creek Village I Association, Inc. a Kansas corporation;

That the foregoing Amended By-Laws constitute the Amended By-Laws of said Association, as duly adopted at a meeting of the voting members thereof held on the 29th day of May, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 29 day of July, 2013.


Secretary, Matt McLane