

**BYLAWS  
OF  
THE WOODS HOMEOWNERS' ASSOCIATION**

ARTICLE 1

General

Section 1.1. Office. The business address of this corporation shall be 13601 Onewood, Wichita, Sedgwick County, Kansas 67235, or such other address as shall be designated by the Board.

Section 1.2. Fiscal Year. The fiscal year of this corporation shall be the calendar year.

ARTICLE 2

Definitions

Section 2.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended.

Section 2.2. "Association" shall mean and refer to The Woods Homeowners' Association, a Kansas nonprofit corporation, its successors and assigns.

Section 2.3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 2.4. "Bylaws" shall mean and refer to the Bylaws of the Association, as they may from time to time be amended, modified, supplemented and restated.

Section 2.5. "Common Area" shall mean the Common Area defined as such in the Declaration.

Section 2.6. "Declaration" shall mean and refer to the Declaration Of Covenants, Conditions, Restrictions, Easements And Disclosures For The Woods At Auburn Hills, filed for record in Sedgwick County, Kansas, real estate records, including such further restatements, amendments, supplements and modifications thereto as may from time to time be recorded.

Section 2.7. "Developer" shall mean and refer to Maple Group, L.L.C., a Kansas limited liability company, or any assignees of all of Developer's rights and obligations as Developer under the Declaration.

Section 2.8. "Lot" shall mean each Lot as that term is defined as such in the Declaration.

Section 2.9. “Member” shall mean any person or entity holding membership in the Association, as provided in the Declaration and these Bylaws.

Section 2.10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.11. “Property” shall have the meaning ascribed to such term in the Declaration.

### ARTICLE 3

#### Membership and Meetings

Section 3.1. Membership; Voting Rights. Membership in the Association shall be mandatory for each Owner. All Owners shall, upon being such, be deemed to have become Members of the Association and there shall be no other qualifications for membership. Membership in the Association shall be appurtenant to, and shall not be transferred, assigned, pledged, conveyed, alienated or separated from, ownership of a Lot. The voting rights of Members, including the number of votes allowed to Member(s) based on the ownership of a Lot, are limited by and shall be in accordance with Section 2.2 of the Declaration. A Member’s right to vote may be suspended from time to time as provided in the Declaration or these Bylaws.

Section 3.2. Annual Members' Meeting. The annual Members' meeting shall be held at 7:00 p.m. on the second Tuesday of October in each year, or at such other date and time as is designated by the Board, following the date that Developer conveys the Common Area to the Association, at a location in Sedgwick County, Kansas as designated by the Board, for the purpose of electing directors and transacting any other business authorized by the Members.

Section 3.3. Special Members' Meetings. Special Members' meetings shall be held whenever called by the Developer, the President or by a majority of the Board and must be called by the President upon receipt of the written request from Members entitled to cast one-third (1/3) of the votes of the entire membership.

Section 3.4. Notice of Members' Meetings. Notice of all Members' meetings, stating the time and the place where the meeting is to be held and the purpose or purposes for which the meeting is called, shall be given by an officer of the Association. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed, postage prepaid, or delivered to him not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. Notice of any meeting may be waived in writing, either before or after said meeting.

Section 3.5. Quorum. Except as otherwise required by Kansas nonprofit corporate law, there shall be no quorum as to the minimum number of persons who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes cast at an annual

or special meeting duly called hereunder shall constitute the acts of the entire membership, except where approval of a greater number is required by applicable law.

Section 3.6. Proxy. Votes may be cast at any Members' meeting either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with an officer of the Association in attendance at such meeting before the vote of a matter is undertaken by the Members in attendance.

Section 3.7. Action Without Meeting By Written Ballot. Any action which under the provisions of these Bylaws or the Kansas nonprofit corporation laws may be taken in a meeting of the Members, may also be taken without a meeting and without prior notice if:

A. A written ballot is mailed or distributed to each Member entitled to vote that provides an opportunity to specify approval or disapproval of each order of business proposed to be acted upon by the Association and a reasonable amount of time (with 10 days being deemed reasonable) for the Member to return the ballot to the Association;

B. The number of ballots cast by eligible voting Members within the time period specified equals or exceeds the quorum, if any, required to be present at a meeting authorizing such action; and

C. The number of approvals by eligible voting Members equals or exceeds the number of votes that would be required to approve such action at a meeting at which the total votes cast was the same number as the number of ballots returned to the Association.

All ballot solicitations shall indicate the number of responses needed to meet the quorum required and shall state the approvals necessary to pass the election. The ballot solicitation must specify the time by which the ballots must be received in order to be counted, and that the ballots received in the specified time will be cast in accordance with the choices specified by the Member casting the ballot.

## ARTICLE 4

### Directors, Election, Meetings, Fees

Section 4.1. Number, Qualification. The Board shall consist of at least one (1) person but not more than seven (7) persons, who need not be Members, the exact number to be fixed and determined by the Board, with full authority in the Board to vary said number at any time and from time to time. One representative designated by the Developer shall serve as a director until January 1, 2013, without the necessity of the members of the Association electing such person.

Section 4.2. Nominating Committee; Nominations. Nominations for election to the Board may be made by a committee (the "Nominating Committee"), which shall consist of the President and two Members of the Association who shall be appointed by the Board. The Nominating Committee may be appointed by the Board prior to each annual meeting of the Members, to serve during such annual meeting and until the next annual meeting or until its successors shall have been duly designated and qualified. Members of the Nominating Committee shall be announced at each annual meeting of the Association. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled.

Section 4.3. Election, Vacancies and Removal. The election, removal and replacement of directors shall be governed by the following:

A. Directors shall be elected by written ballot of the Members and by plurality of the eligible votes cast at the annual meeting (or special meeting, if applicable) of the Members of the Association. At such meeting, the Members, or their proxies, may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.

B. Except as to vacancies created by the removal of directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining directors.

C. Any director may be removed by the vote of a majority of the eligible votes cast, in person or by proxy, at a special meeting of the Members called for that purpose. Any vacancy in the Board so created shall be filled at that same meeting according to the procedures contained in subparagraph A of this Section.

Section 4.4. Term. Each director's term of service shall extend to the next annual meeting of the Members following his election and thereafter until a successor is duly elected and qualified or until his earlier death, resignation or removal; provided that whenever there are two or more persons on the Board, the Board may require that directors shall serve staggered terms of one, two or three years and shall begin implementation of the same at the next following annual meeting of the Association.

Section 4.5. Organizational Meeting. The organizational meeting of each newly elected Board shall be held as soon as reasonably possible after its election, at such place and time as shall be fixed by those directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or facsimile at least three (3) days prior to the date set for such meetings.

Section 4.7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given to each director personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

Section 4.8. Waiver of Notice. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 4.9. Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration, these Bylaws or applicable law.

Section 4.10. Adjourned Meetings. If at any meeting of the directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.11. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 4.12. Presiding Officer. The presiding officer at all directors' meetings shall be the Chairman of the Board, if such an officer has been elected; if no Chairman of the Board has been elected, the Board shall designate a person to preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

Section 4.13. Compensation. No director shall receive compensation from the Association for any service he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his duties, to the extent such expenses are approved by the Board.

## ARTICLE 5

### Powers and Duties of Directors and Developer

Section 5.1. As provided in the Declaration, notwithstanding anything to the contrary contained herein, the Developer may carry out all of the duties and powers herein delegated to the Association and the Board until the date it conveys the Common Area to the Association. The Association and the Developer shall cooperate fully in the transition of the powers and duties hereunder. Nothing herein shall be deemed as relinquishment of Developer's rights under Section 8.2 of the Declaration except strictly in accordance with such Section 8.2.

Section 5.2 Exercise of Directors' Powers. Except as otherwise provided in the Declaration, with regard to the rights and powers of the Developer or others, all of the powers and duties vested in the Association by the Declaration and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. Such powers and duties of the Board shall include, but shall not be limited to, the following, subject, however, to any contrary provisions of the Declaration, these Bylaws and applicable law:

A. To select and remove all of the officers, committee members, agents, employees and contractors of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, the Bylaws or the Declaration, and to fix the compensation for employees and contractors.

B. To conduct, manage and control the affairs and business of the Association and make such rules and regulations (including fines) therefor not inconsistent with law, the Articles, the Bylaws or the Declaration as they deem best, including rules and regulations for the use and operation of the Common Area and facilities owned or controlled by the Association.

C. To accept and/or convey rights, easements, title and/or ownership of the Common Area, improvements and portions thereof.

D. To change the principal office for the transaction of the business of the Association from one location to another within the county in which the Property is located, and to designate any place within such county for the holding of any membership meeting.

E. To make and collect assessments and charges to and from Members and use the proceeds of assessments in the exercise of its powers and duties, all as provided herein or in the Declaration.

F. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Common Area and the affairs of the Association, which may include bonding of officers or other representatives of the Association.

G. To pay all charges for water, electricity, gas and other utility services for the Common Area.

H. To maintain, repair, preserve, replace and operate the Common Area and improvements thereon as required by the Declaration.

I. To reconstruct improvements located in the Common Area after casualty if adequate insurance proceeds are available, and to further improve the Common Area as required by the Declaration.

J. To enter onto any Lot as may be necessary for the purpose of carrying out any of the powers or duties of the Board and the Association as herein set forth and as set forth in the Declaration, including, but not limited to, such entry as may be necessary in connection with the construction, maintenance or emergency repair of the Common Area, at any reasonable hour and, except in the case of emergency, after reasonable notice.

K. To enforce by legal or administrative proceedings the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations adopted by the Board, and the provisions of any agreement to which the Association is a party.

L. To contract for management of the Common Area and delegate to said management all powers and duties of the Association, these Bylaws, or applicable law to have approval of the Board or of the Members of the Association.

M. To borrow money and incur indebtedness on behalf of and for the purposes of the Association and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and security therefore. See Section 7.9 below for other provisions related to certain amenity financing loans.

N. To pay any taxes and governmental special assessments which are or could become a lien on the Common Area or any portion thereof.

O. To initiate and execute disciplinary proceedings, actions, fines and other measures against Members for violations of the provisions of the Articles, these Bylaws, the Declaration and the rules and regulations adopted by the Board, to the extent permitted in any such documents. Membership rights and privileges (including voting rights and use of Common Area) may be suspended by the Board if a Member, or his family members or guests are found to be in violation of the provisions of the Articles, these Bylaws, the Declaration or the rules and regulations adopted by the Board. If the Board believes grounds may exist for any such suspension, the Board shall give to the Member believed to be in violation at least fifteen (15) days prior written notice of the intended suspension and the reasons therefor. Members shall be given an opportunity to be heard before the Board, either orally or in writing, not less than five (5) days before the effective date of suspension. The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail, sent to the last address of the Member shown on the Association's records. Anything herein stated to the contrary notwithstanding, the Board shall not have the power to suspend any Member's rights of access or utilities to his Lot.

P. To prepare budgets and financial statements for the Association as provided elsewhere herein.

Q. To prosecute or defend in the name of the Association any action affecting or relating to the Association, the Common Area or other property owned by the Association, and any action in which all or substantially all of the Owners have an interest.

R. To delegate any of its powers hereunder to others, including committees, officers and employees.

S. To perform such other acts as may be authorized by the Declaration or the Members.

T. To indemnify a director, officer or committee member or former director, officer or committee member of the Association to the extent such indemnity is provided for by Kansas law, the Articles or these Bylaws.

## ARTICLE 6

### Officers

Section 6.1. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board, one or more Assistant Secretaries and such other officers as the Board may from time to time appoint in accordance with the provisions hereof. One person may hold two or more offices.

Section 6.2. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions hereof, shall be elected annually by the Board at the organizational meeting of the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve or his successor shall be elected and qualified.

Section 6.3. Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

Section 6.4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office at any regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.



Section 6.6. President. The President shall be chosen from among the directors and shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

Section 6.7. Vice President. The Vice President shall act in the place of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Section 6.8. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

Section 6.9. Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

Section 6.10. Compensation. No officer shall receive compensation from the Association for any service he may render to the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of his duties to the extent such expenses are approved by the Board.

## ARTICLE 7

### Fiscal Management

Section 7.1. Budget. The Board shall, on or about January 31 of each year, adopt a budget for the ensuing calendar year, which shall include the estimated funds required to defray all common expenses.

Section 7.2. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under such classifications as the Board shall deem appropriate.

Section 7.3. General Assessments. The general assessments (in addition to sums assessed pursuant to provisions hereinbelow) shall be the amount specified in, or established pursuant to, the Declaration or as otherwise determined on behalf of the Board.

Section 7.4. Special Assessments for Improvements. In addition to the general assessments authorized above in this Article 7, the Board may levy in any assessment year a special assessment for each Lot applicable to that year only for the purposes stated in the Declaration;

provided that any such assessment shall have the assent of a majority of the eligible votes cast, in person or by proxy, at an annual meeting or a special meeting duly called for such purpose.

Section 7.5. Assessments; When Due. The Developer or the Board shall establish the due date for all assessments, whether general, special, transfer or otherwise.

Section 7.6. Fines. The Board shall have the authority to assess fines for any violation of the Declaration by an Owner, in the manner and subject to the limitations provided in the Declaration.

Section 7.7. Lien Rights. As provided in the Declaration, the Association shall have a continuing lien against each Lot to secure payment of any assessment, fine or other amount due and owing the Association. In the event of default by any Owner, the lien on the Lot of such Owner may be foreclosed by the Association in the same manner as set forth in the Declaration.

Any amounts which are not paid when due shall be delinquent. After thirty (30) days, such delinquent amounts shall bear interest as set forth in the Declaration, in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.

Section 7.8. No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Common Area or that Developer, the Association, the Board or the architectural control/design review committee is not or has not been properly exercising its duties and powers under the Declaration, Articles or Bylaws.

Section 7.9. Amenity Financing. Notice is hereby given that Developer (as defined in the Declaration) and/or Association will obtain, and renew and refinance from time to time, mortgage secured loan or loans in order to pay the cost of installing or constructing amenities within (such as, but not limited to, the improvements listed on Exhibit "A" to the Declaration) the Common Area (as defined in the Declaration) for the use and benefit of the Owners (as defined in the Declaration). When the Developer and/or Association initially obtains such loan(s), the Association shall continue to renew such loan(s), or obtain a different loan(s), as requested by Developer from time to time. All or any portion of the Common Area shall be mortgaged from time to time to secure such loan(s), as required by the lender(s). Assessments or funds collected by the Association under Article IV of the Declaration (including transfer fees), shall be utilized for repayment of the interest and principal arising from any such loan(s) in accordance with the terms of such financing. Upon obtaining such loan(s) (and the renewal and refinancing thereof from time to time), neither the Developer nor the Board of the Association shall be required to give notice thereof to the members of the Association. The Association shall indemnify, defend and hold Developer, its members, the members of the Board and the officers of the Association harmless from any proceedings, judgments, claims, liabilities, costs and expenses, including attorney's fees, arising out of any such loan or mortgage, and any guaranties thereof, including the failure to repay any amounts due thereunder.

## ARTICLE 8

### Indemnification and Insurance

Section 8.1. General. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, advisory director, officer, member of the design or other committee, or employee of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another corporation, association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.2. Derivative Action. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, advisory director, member of the design or other committee, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, member of the design or other committee, officer or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 8.3. Costs Indemnified. To the extent that any person who is or was a director, advisory director, officer, member of the design or other committee, or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer or employee of another association or corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this

Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicable standard of conduct set forth therein has been met. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of the Association.

Section 8.4. Time of Indemnification. Expenses incurred by a director, advisory director, officer or employee in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, advisory director, officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association pursuant to this Article 8.

Section 8.5. Nonexclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article 8 shall not be deemed to be exclusive of any other right to which those seeking indemnification or advancement of expenses may be entitled from the Association or any other entity under any other bylaw, statute, agreement, provision of the Articles, vote of the Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the heirs, executors and administrators of such Member. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which he may be entitled to receive pursuant to this Article 8.

Section 8.6. Insurance. By action of the Board, notwithstanding any interest of any Members in the action, to the fullest extent permitted by law the Association may purchase and maintain insurance, in such amounts and against such risks as the Board deems appropriate, on behalf of any person who is or was a director, member of the design or other committee, advisory director, officer, employee or agent of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article 8, the Articles or the laws of the State of Kansas.

## ARTICLE 9

### Miscellaneous Provisions

Section 9.1. Definitions. The definitions set forth in Article 2 hereof shall apply to any additional Property acquired by the Association.

Section 9.2. Amendments. The power to make, adopt, alter, amend, restate or repeal (collectively "Amendment") these Bylaws is vested concurrently in the Board and the Members, but the authority of the Board with respect to these Bylaws shall at all times remain subject to the superior authority of the Members. Any Amendment of these Bylaws by the Members shall be effective when approved, at an annual meeting or a special meeting duly called for such purpose, by an affirmative vote of two-thirds (2/3) of the eligible votes cast, in person or by proxy, at such meeting; provided, Developer's written consent to any Amendment shall be required in connection with any Amendment which is made prior to the expiration of one (1) year following the date Developer no longer owns a Lot. In no event shall any Amendment be in conflict with the terms of the Declaration or applicable law.

Section 9.3. Resolution of Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. These Bylaws are subordinate to any rights of the Developer as provided in the Declaration.

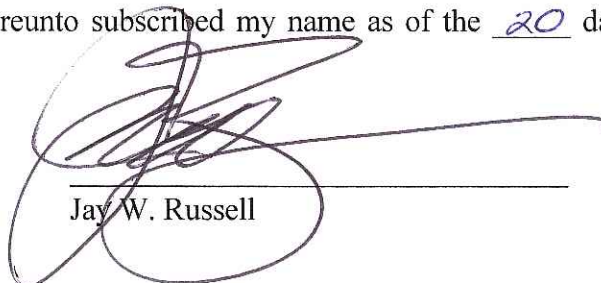
Section 9.4. Number and Gender. All of the terms and words used in these Bylaws, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine or neuter), as the context or sense of these Bylaws or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

### CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the sole director of The Woods Homeowners' Association, a Kansas not for profit corporation; and
2. That the foregoing Bylaws, comprising 13 pages, constitute the Bylaws of said corporation, duly adopted by action of the Board of Directors dated as of the 20 day of December, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 20 day of December, 2007.



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Jay W. Russell