

**BYLAWS
OF
EVERGREEN HOMEOWNERS' ASSOCIATION**

ARTICLE I - GENERAL

1. These are the Bylaws of Evergreen Homeowners' Association (hereafter referred to as the "Association") adopted for the purpose of administering the Association's business as it relates to a residential development known as "Evergreen" located within Evergreen, an Addition to Wichita, Sedgwick County, Kansas, as provided in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") as filed in the Office of the Register of Deeds of Sedgwick County, Kansas on December 2, 1998, at Film 856, Page 348.

2. The registered office of the Association shall be located at 104 South Broadway, #200, Wichita, Sedgwick County, Kansas 67202, or at such other address as may be determined by the Board of Directors. The name of the registered agent at such address is Larry A. Chambers.

3. The fiscal year of the Association shall be the calendar year.

ARTICLE II - MEMBERSHIP AND MEETINGS

1. The Association shall have as Members only record title owners (hereafter "owners") of Lots in the Evergreen subdivision described above, Wichita, Sedgwick County, Kansas.

Although the Evergreen Addition, as presently platted, includes within its boundaries two lots described as Block 9, Lot 21 and Block 7, Lot 26, those specific lots have been excluded from the scope of the Declaration, and owners of those lots are also expressly excluded from membership in this Association. For purposes of this document, the Lots in the Evergreen Addition which are subject to the Declaration, will hereafter be referred to as "Evergreen Lots". All owners of Evergreen Lots shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Evergreen Lot. Socora Village Company, a Kansas corporation, is the developer of Evergreen, and is identified as Declarant in the Declaration, and Declarant is a member for all purposes herein so long as Declarant is an Owner as described herein.

2. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. There shall be two (2) votes for each Lot, subject to the following exceptions and conditions:

- a. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of the Lot determine among themselves. If such Members

cannot jointly agree as to how their votes should be cast, no votes shall be allowed with respect to such Lot. Notwithstanding the foregoing, Declarant shall be entitled to six (6) votes for each Lot of which it is the Owner.

- b. Any Member who is in violation of the Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms of the Declaration shall not be entitled to vote during any period in which any such assessments are due and unpaid, and for a period of three (3) business days thereafter.

3. The annual Members' meeting shall be held at the registered office of the Association or such other place as may be determined by the Board of Directors on the second Tuesday of April of each year, for the purpose of electing directors and transacting any other business authorized by the Members. Notwithstanding the foregoing, no annual Members' meeting shall be required to be held until the calendar year following the year during which Declarant completes the sale of at least 50% of the lots by number within Evergreen to resident homeowners.

4. Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast two-thirds or more of the votes of the entire membership.

5. Notice of all Members' meetings, stating the time, place and purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing. Such notice shall be in writing to each Member who is the owner of a Lot as of the day next preceding the day notice is given and mailed to his address as it appears on the records of the Association. It shall be mailed not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The attendance of any Member of the Association at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Notice of any meeting may be waived before or after such meeting. In the event a Member sells or otherwise transfers title to his lot to another, he and the new owner are responsible for notifying the Association for the change in identity of the Owner. The Association shall not be responsible for checking or confirming record title ownership of the Evergreen Lots.

6. Except as otherwise provided by law or by the Declaration, a quorum shall exist at any meeting at which forty (40%) percent of the Members entitled to vote are present either in person or by proxy. At the time of completion of any vote on any matter, this quorum requirement must be met for the vote to be valid. If at any meeting of the Members a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days and notice of the new date shall be given as provided in this Section.

7. Members entitled to vote may cast their votes either in person or by proxy. Such proxy is valid only for the particular meeting designated and must be filed with the Secretary before the established time of the meeting.

ARTICLE III - DIRECTORS' MEETINGS

1. Declarant shall carry out all the duties and powers delegated to the Association and its Board of Directors under the Declaration until management is turned over to the Association as provided therein.

2. The Board of Directors shall consist of at least three (3) and not more than five (5) Directors, who shall each own a lot. If the Lot owner is Declarant, any stockholder or employee of Declarant shall qualify for a directorship position upon the nomination of same by Declarant. Election of Directors shall be conducted at the annual Members' meeting except for the election of the initial Board of Directors which is hereby designated by Declarant to be as follows: Larry A. Chambers, Linda S. Graham, and Jerry D. Jones. The aforementioned Directors shall serve until their replacements are elected. Nominations for Directors shall be made from the floor at any annual meeting with the candidates receiving the greatest number of votes being elected. The election shall be by ballot, unless dispensed with by unanimous consent with each Member being entitled to vote for as many nominees as there are vacancies to be filled. Notwithstanding the foregoing, Declarant shall have the exclusive right to nominate and elect directors and officers until it has completed the sale of 50% of the Lots by number within Evergreen to resident homeowners, and until such time Declarant shall have no obligation to notify Members that such elections have occurred.

3. Each Director shall hold office until his successor is appointed or elected or until his resignation, removal from office or death.

4. Any Director may be removed from office by concurrence of two-thirds of the votes of the entire membership at a special meeting called for that purpose. At the same meeting, the Members shall elect a new Director to fill the vacancy, if required to meet the requirements of paragraph 2 hereof, and if the Lot ownership numbers of Declarant then permit an election by Members at large as specified in Article 2 of this Declaration. If no election by Members at large is then required, the existing Directors shall appoint a Member to fill the vacancy.

5. Any Director may resign at any time by an oral statement to that effect made at a meeting of the Board of Directors or by a written statement to that effect delivered to the Secretary of the Association specifying the effective date of such termination.

6. Except as provided for removal of Directors, any vacancy in the Board of Directors occurring between annual meetings of the Members shall be filled by the remaining Directors.

7. Members of Board of Directors shall serve without compensation but shall be entitled to reimbursement of expenses incurred on Association business, if approved by a majority of the Board of Directors.

8. Meetings of the Board of Directors may be called upon at least three (3) days prior notice, by any Director, either personally or by mail or telephone, at such time and place as determined by a majority of the Directors.

9. After any annual meeting of the Members of the Association, the Board of Directors elected at such meeting shall meet for the purpose of electing officers and transacting any other necessary business.

10. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of at least two Directors. At least three (3) days' notice, either personally or by mail or telephone, shall be given, which notice shall state the time, place and purpose of the meeting.

11. 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.

12. A quorum at Directors' meetings shall consist of a majority of the Board of Directors. 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 of Directors, except where approval by a greater number of Directors is required by the Declaration, these Bylaws, or applicable law. Any action that may be legitimately undertaken by the Board at a duly called and convened meeting is also expressly authorized to be taken upon the consent in writing of a majority of the Directors.

13. If at any meeting of the Directors there is less than a quorum present, those present will adjourn the meeting 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.

14. 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.

ARTICLE IV - DIRECTORS' POWERS AND DUTIES

1. All of the powers and duties vested in the Association by the aforesaid Declaration, the Bylaws, the Rules and Regulations, and all other applicable laws and regulations, shall be exercised exclusively by the Board of Directors, its agents, contractors, employees of the Declarant, and/or committees appointed by the Board, subject only to approval by Members when such approval is specifically required. The Board may retain personnel as deemed necessary for maintenance of the Common Areas, including the furnishing of legal, accounting or management services as it deems necessary. The Board may, in its discretion, enter into a management contract with an entity to perform any of these services, for a term not to exceed one year, on competitive terms and conditions.

2. The Board of Directors shall appoint an Architectural Committee and may appoint such other committees as it shall deem appropriate. Each of such committees shall perform such duties and have such powers as imposed upon or granted it by the terms of the Declaration or by the Board of Directors. Until further notice, the Architectural Committee shall be comprised of all Members of the Board of Directors, and Larry A. Chambers shall serve as Chairman of the Architectural Committee.

3. The Board of Directors shall from time to time adopt such Rules and Regulations as they deem advisable for the maintenance, use, conservation, and beautification of

the common areas within Evergreen and for the health, comfort, safety and general welfare of the owners and occupants of the Evergreen Lots. Such Rules and Regulations may be amended and/or supplemented at such times and in such instances as deemed advisable by the Board of Directors. The Association will hold title, by a recorded deed, to the Common Areas within Evergreen, which are sometimes, hereafter referred to as the Reserve A Lake and Reserve B Entry, and the Board of Directors has the exclusive right to adopt rules and regulations pertaining to such Common Areas.

ARTICLE V - OFFICERS

1. Officers of the Association are hereby designated to be: Larry A. Chambers - President, Sally J. Fisher - Secretary, Cindy Quiring - Assistant Secretary, Cynthia A. Kelley - Treasurer. These referenced Officers shall serve for an indefinite term pursuant to Article 5 hereof. Any officer may be removed from office by a vote of the Board of Directors at any meeting. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors, in its discretion, but in no event shall the compensation for any officer exceed \$100 per year. Each officer will serve continuously until the earlier of his resignation or the election of his successor.

2. The President shall be the chief executive officer of the Association and shall be chosen from among the Directors. He shall have all the powers and duties which are usually vested in the office of President including but not limited to the following:

- a. He shall preside at all meetings of the Members and Directors;
- b. He shall have general and active management of the business of the Corporation.
- c. He shall see that all orders and resolutions of the Board of Directors are carried into effect;
- d. He shall have the power to appoint committees from 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;
- e. He shall execute contracts, bonds, deeds and other instruments requiring the signature of the Association.

3. The Secretary or Assistant Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings in a book to be kept for that purpose. He shall give, or cause to be given, all notices to the Members and Directors and other notices required by law. He shall perform other duties as may be required by the Board of Directors or the President.

4. The Treasurer shall have custody of all property of the Association, including funds, securities, contracts and deeds. He shall keep the books of the corporation in accordance with good accounting practices and shall perform such other duties as may be required by the Board of Directors or President.

5. In the event of vacancy of any office due to death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors by a majority vote

may choose a successor or successors who shall hold the office for the remainder of the unexpired term, or if no term has been designated, until a successor is duly elected by the Board at a regular or special meeting, or by unanimous consent in writing.

ARTICLE VI - INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Members of the Board of Directors and the officers and committee Members shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including reasonable attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member or officer or committee member of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Directors may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be an Association expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Board member or officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer or committee member may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Association expenses.

ARTICLE VII - FISCAL MANAGEMENT

1. The provisions for fiscal management set forth in the Declaration shall be supplemented by the following provisions, provided, however, that in the event of a conflict between the provisions in the Declaration and the provisions herein, those in the Declaration shall control:

- a. The Board of Directors shall annually adopt a budget for each calendar year which shall include the estimated funds required to defray the Association's expenses and to provide and maintain funds for the following accounts and reserves according to good accounting practices:
 - (1) *Current Expenses* - This account shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year may, at the discretion of the Directors, be applied to reduce the assessments for current expense for the succeeding year.

- (2) *Reserve for Deferred Maintenance* - This account shall include all funds for maintenance items which occur less frequently than annually.
- (3) *Reserve for Replacement* - This account shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

The Budget may be revised and/or amended from time to time as the Board deems appropriate.

Copies of the budget, and any amendments thereto, shall be available free of charge, to the Members, upon their request

- b. Nothing herein shall require the preparation and publication of a budget for any calendar year if an assessment to the Members has not been made. Assessments against the Association Members for their share of the items of the budget to be known as general assessments, shall be made at any time during the calendar year, as the Board of Directors shall direct; general assessments will be due in two installments; the first 30 days after notice, and the second 120 days after notice, unless otherwise directed by the Board.
- c. The Board may impose special assessments from time to time as permitted and/or required by the Declaration.
- d. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.
- e. If at any time required by an affirmative vote of more than seventy-five (75%) percent of the votes in the Association, an audit of the accounts of the Association shall be made by a certified public accountant. A copy of a statement of financial operations of the Association shall be furnished to each Member not later than March 15 of the year immediately following the end of the year for which the statement is made. However, no audit shall ever be required so long as Declarant owns more than 50% of the total Lots by number within the Subdivision.
- f. The Board of Directors may require a fidelity bond from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on any such bonds shall be paid by the Association as a common expense.

- g. The Board of Directors shall provide such expenditure controls as it shall deem necessary and advisable, including payment vouchers and purchase orders in such form as the Board may determine.

ARTICLE VIII - AMENDMENT

1. These Bylaws may be amended by the membership when approved by Members entitled to cast more than seventy-five (75%) percent of the votes in the Association.

ARTICLE IX - GENERAL PROVISIONS

1. Robert's Rules of Order (Latest Edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles of Incorporation or these Bylaws.

2. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers, if any;
- e. Reports of committees, if any;
- f. Election of Directors (if necessary);
- g. Unfinished business;
- h. New business;
- i. Adjournment;

provided, however, that the order of business may be changed by an affirmative vote of a majority of the Members present.

3. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting:

- a. Calling of roll;
- b. Proof of or waiver by unanimous consent of notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees, if any;
- e. Election of officers; (if necessary);
- f. Unfinished business;
- g. New business;
- h. Adjournment.

4. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

5. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

6. To the extent not enumerated herein, the Association shall have and possess such powers conferred upon it by the Bylaws, and by the Declaration.

7. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the Members and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

8. Upon written request to the Board of Directors, or at the discretion of the Board in the absence of such a request, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose ownership is subject to such mortgage even if such Owner or Owners have waived the right to receive such notice.

9. Notice required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by certified mail addressed to such member or officer at his business or residence address.

10. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her, or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

11. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Owners, their successors and assigns.

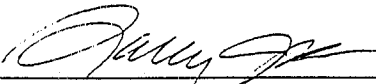
13. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of the Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration or of the rest of these Bylaws.

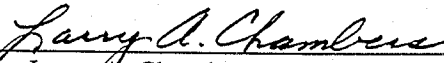
14. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

IN WITNESS WHEREOF, the undersigned has signed these Bylaws, at the direction of the Board of Directors, this 22nd day of December, 1998.

EVERGREEN HOMEOWNERS' ASSOCIATION,
a Kansas Corporation

ATTEST:

By: 
Sally J. Fisher, Secretary

BY: 
Larry A. Chambers, President 88-