

WESTCHESTER HOMES ASSOCIATION, INC.

BY-LAWS

Approved at August 29, 2018
Home Owner's Meeting

87th Street Parkway and Hauser Drive, Lenexa, Kansas 66215

WESTCHESTER HOMES ASSOCIATION, INC.
BY-LAWS
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Westchester Homes Association, Inc.

By-laws

Article I Name and Location

The name of the corporation is Westchester Homes Association, Inc. The principal office of the Association is located at home of the presiding President of the Association. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in Johnson County. Meeting of Owners and Directors may be held at such places within the State of Kansas, County of Johnson, as may be designated by the Board of Directors.

Article II Definitions

Annual Budget outlines projected items of income and or expenses for 12 months.

Articles will mean and refer to the Articles of Incorporation of the Westchester Homes Association Inc., its successors and assignees.

Assessment refers to the sum attributable of each unit and due the Association according to the budget adopted under Article IV, Section 2, and Amendments.

Association will mean and refers to the Westchester Homes Association, Inc.

Board of Directors means and refers to the body created in Article VIII of these By-laws which has the power to act on behalf of the Association.

Board of Director Quorum means and refers to 3 of 5 Directors.

By-Laws means and refers to this document that contains the procedures that conduct the affairs of the Association.

Common Elements means and refers to those portions of the property not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners, generally including the grounds, parking areas and recreational facilities.

Declaration means and refers to the most recent Amended and Restated Homes Association Declaration and the Amended and Restated Westchester Declaration of Covenants, Conditions, Restrictions and Dedication of Easements applicable to the Properties, as amended, and recorded in the Office of the Register of Deeds of Johnson County, Kansas.

Eligible Owner means and refers to any Owner who's voting rights and Common Elements use rights are not suspended.

Eligible Owner in Residence means and refers to any Owner who resides within the properties and whose voting rights and Common Elements use rights are not suspended.

Fiscal Year will mean and refer to the calendar year.

K.S.A. refers to Kansas Statutes Annotated.

Lien means and refers to a legal claim on behalf of the Westchester Homes Association upon the unit of an Owner to secure the payment of assessments or any other assessed amount due.

Owner(s), synonymous with Member(s), refers to the most recent or current Owner(s) of record, as recorded in the Office of the Register of Deeds of Johnson County, Kansas, whether one or more persons or entities.

Properties refers to the real property described in the Declaration including additions that have been or may be brought within the jurisdiction of the Association and excluding deletions that may have been or may be removed from the jurisdiction of the Association through dedication or transfer.

Quorum means and refers to 25% of the Unit Owners of the Association.

Record used as a noun, refers to information that is inscribed on a tangible medium or that is stored in an electronic medium and is retrievable.

Reserve means and refers to money that can be used for major repairs or replacements.

Rule means and refers to a policy, guideline, restriction, procedure, or regulation of the Association, however labeled, which is not present in the Declaration or By-Laws and which governs the conduct of persons or the use or appearance of property.

Special Assessments means and refers to an additional sum levied on Unit Owners for improvements that enhance the value of the property.

Unit will mean the portion of a building which is designed and used exclusively for single family residential purposes.

Unit Owner means and refers to a person who owns a unit.

Article III Property Rights

Section 1. Owner's Easement of Enjoyment. Every Unit Owner will own an equal interest and use of the Common Elements and will pass with the title to every Unit.

Section 2. Dedication or Transfer of Common Elements. The Association may dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners. No dedication or transfer will be effective unless a document signed by 60% of the Unit Owners has been recorded in the Office of the Register of Deeds, County of Johnson, and State of Kansas.

Section 3. Delegation of Use. Any Owner, or tenant may delegate in accordance with these By-Laws, his/her right of enjoyment to the Common Elements to the members of his/her family or his/her tenants.

Article IV Maintenance Assessments

Section 1. Purpose of Assessments. The assessments levied by the Association will be used exclusively to provide funds to enable the Association to exercise the powers, maintain the improvements and

Common Elements and to render the services provided for in the Articles of Incorporation, the Declaration and these By-Laws.

Section 2. Determination of Annual Assessments. The Board of Directors will prepare and adopt an annual budget, as provided in this Section 2, covering the estimated costs of operating the Association. After consideration and determination of current routine repair, maintenance, operational costs, and other needs of the Association, the Board of Directors will determine the amount of the annual assessments for the coming calendar year for each Unit. The amount of the annual assessment will not be in excess of the maximum allowable under paragraph (a.) and (b.) of this Section.

It is understood and agreed that in determining and budgeting such assessments, the Association will take into consideration the fee of any management company, if applicable, as well as the separate reserve for anticipated major repairs or replacements. Annual assessments for each Unit will be established by the Association on the basis of costs as estimated under the budget and will be paid by the Unit Owners. EXCEPTION: Current rate of assessment applies to existing Detached Single-Family Units will be assessed from 1.10 to 1.30 of the annual assessment to compensate for additional maintenance required. Exact ratio will be established by Board of Directors annually.

- a. The maximum annual assessment may not be increased more than 10% above the maximum assessment for the previous calendar year without vote of the membership.
- b. The maximum annual assessment may be increased above the amount provided in paragraph (a) above by an affirmative vote of at least 60% of all the Members who are present and voting in person or by proxy, at a meeting called for such purpose by written notice not less than 30 days in advance to each such member stating the time, purpose and place of said meeting.

In the event there is an excess of money collected from such annual assessments paid by monthly installments over the past year, any such excess will also be taken into consideration in preparing the budget and the annual assessments to be paid monthly for the following year. The excess will be applied to the reserve fund. All computations relating to obligations to be performed under this Article IV will be accomplished in accordance with generally accepted accounting practices, and, as part of the Common Elements cost. The Association may employ a certified public account to render a written audit of its operations for any calendar year if deemed necessary and approved by a majority of the Board of Directors. Results of such audit will be made available to Unit Owners upon request.

Section 3. Payment of Annual Assessments. Annual assessment or monthly installments will remain constant from January 1 thru December 31 of each year of each year.

- a. The due date for the payment of any monthly installment of the annual assessment will be the first day of each calendar month. Monthly installments will be deemed delinquent after the 10th day of the month.
- b. Any monthly installment not paid by the 10th day of a month is subject to a late fee in an amount determined by the Association for each calendar year. Late fees are in addition to interest as provided in Article IV, Section 6.

Section 4. Special Assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, and repair or replacement of any capital improvements, as the Board of Directors may consider appropriate. A special meeting must be called of Unit Owners for information and authorization of any special assessment. Refer to Article VII. Any such special assessment will be due and payable at the time and in the manner approved. Any such special assessment must be authorized by an affirmative vote of 60% of all Members by proxy or who are voting in person.

Section 5. Unit Owner Obligation of Assessments. Each Owner of a Unit, by acceptance of a Deed, agrees to pay the annual and special assessments, if any. Assessments established and collected as provided by this Article will be a continuing lien upon the Unit against which each such assessment is made. Each assessment, together with any late fees, and costs, and attorney's fees, if any as provided in Section 6 of this Article, will also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due.

Section 6. Delinquent Assessments; Remedies of the Association. When a Unit Owner is 3 months delinquent in dues the Association may bring an action at law against the Owner. The Unit Owners are personally obligated to pay the assessment and overdue fees or the Association will foreclose the lien against the property through proceedings in any Court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his/her Unit. Once a lien is filed the Association will send notice to that Unit Owner. No Owner may waive or otherwise escape liability for the assessments provided for by non-use of the Common Elements or abandonment of such Owner's Unit. Notification of all rights suspended will be presented to Unit Owner in writing.

All voting rights involving issues of assessments and fees, automatically will be suspended by the Association for all Owners for that period of time commencing on the 31st day after the due date of any unpaid assessment installment and continuing without interruption until the assessment account, including all amounts delinquent, and all late fees are paid.

The Board of Directors has the power to suspend any right or privilege of a Unit Owner that fails to pay an assessment, but **may not:**

- a. deny a Unit Owner or other occupant access to the Owner's Unit
- b. suspend a Unit Owner's right to vote except involving issues of assessments and fees
- c. withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to any first mortgage now or hereafter placed upon any Unit subject to assessment. Sale or transfer of any Unit or lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit or lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article V Maintenance

Section 1. Maintenance and Preservation Responsibilities of the Association. The Association will be responsible for the maintenance and preservation of the Common Elements and Units as provided in the Articles and the Declaration:

- a. In the absence of misconduct or negligence on its own part, the Association will not be held responsible for the costs of maintenance to any Unit suffering damage attributable to fire, adverse weather conditions, acts of nature or pests.
- b. In no case will the Association be held responsible for damage due to misconduct or negligence on the part of any Owner, occupant or guest.
- c. In no case will The Association be held responsible for any insurable loss.

Section 2. Association's Right of Restoration: Common Elements. In the event an Owner, occupant or guest through his/her willful act or negligence, causes the Association to incur extra expense in maintaining or preserving any part of the Common Elements. The Unit Owner will be required to pay any additional expense to the Association as determined by a majority vote of the Directors present at the Board of Directors' meeting.

Section 3. Association's Right of Easement. The Association, its agents and employees will have the right to enter upon any Unit for the purpose of performing maintenance and is hereby granted a specific easement for such purposes.

Article VI Access to Records

Section 1. Books and Records. Upon request made, not less than ten days in advance, and unless expressly prohibited by law, all unclassified books and records of the Association will be made available at the principal office of the Association during regular business hours for inspections and/or copying by any Owner.

Section 2. Record Keeping Requirements. The Association, or its agents, must retain the following for five years unless otherwise provided:

- a. detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records
- b. minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the Unit Owners or Board of Directors without a meeting, and a record of all actions taken by a committee in place of the board of directors on behalf of the Association
- c. the names of Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the addresses at which the Association communicates with them in alphabetical order showing the number of votes each Owner is entitled to cast

- d. its original or restated organizational documents, if required by law other than this act, bylaws and all amendments to them, and all rules currently in effect
- e. all financial statements and tax returns of the Association for the past 3 years
- f. a list of the names and addresses of its current board of directors' members and officers
- g. its most recent annual report, if any, delivered to the secretary of state
- h. financial and other records sufficiently detailed to enable the Association to comply with other requirements of law
- i. copies of current contracts to which it is a party
- j. records of board of directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners
- k. ballots, proxies, and other records related to voting by Unit Owners for one year after the election, action, or vote to which they relate

Section 3. Records Open to Unit Owners. Except as noted in Section 4 below, all records retained by the Association will be available for examination by a Unit Owner or an owner's authorized agent upon written request. Requestors should allow 10 days of notice and reasonably identify the specific records they wish to examine and/or obtain copies of.

- a. The Association will provide the new Owner of any Unit with access to the Articles, the Declaration and these By-Laws providing that the sale or transfer of the Unit is reported to the Association Board.
- b. Except for paragraph (a) above, the Association may charge a reasonable fee for providing paper copies of any records under this Article VI and for supervising the Unit Owner's examination of any physical records. Electronic records will be provided at no cost.
- c. Copied records may be used for any reasonable purposes other than for commercial purposes.
- d. The Association is not obligated to compile or synthesize records or information.

Section 4. Records Withheld. Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- a. personnel, salary, and medical records relating to specific individuals
- b. contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated
- c. existing or potential litigation or mediation, arbitration, or administrative proceedings
- d. existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, bylaws, or rules
- e. communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work product doctrine
- f. information the disclosure of which would violate law other than this act
- g. records of an executive session of the Board of Directors
- h. individual Unit files other than those of the requesting Owner

None of the requirements or restrictions imposed by this Section will apply to any member of the Board of Directors.

Article VII

Meetings of Owners

Section 1. Place and Notice of Meetings. All meetings of the Unit Owners will be held in Johnson County, Kansas, at such specific places as may be designated by the Board of Directors.

Unit Owners must be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Association.

Section 2. Annual Meetings. The Association will hold a meeting of Unit Owners annually. The notice for any meeting must state the time, date, and place of the meeting and the items on the agenda.

- a. The annual meeting will be held in November of each year.
- b. Meeting notice will be given not less than 10 days or more than 40 days before the meeting date.
- c. Directors will be elected.
- d. Homeowners will vote on the annual budget proposed by the Board of Directors.
- e. The reports of old business of the Association will be reviewed; and new business may be transacted.

Section 3. Board of Directors Meetings. The purpose of Board Meetings is for the Directors to manage the affairs of the Association. Board of Directors meetings will be held in the months of February, May, and August. Meeting notice will be given not less than 10 days or more than 40 days before the meeting date. The notice for any meeting must state the time, date, and place of the meeting and the items on the agenda.

A gathering of the Board of Directors at which the board members do not conduct Association business is not a meeting of the Board of Directors. The Board of Directors and its member may not use incidental or social gatherings of the board members of any other method to evade the open meeting requirements.

Section 4. Special Meetings. The Association will hold Special Meetings of the Unit Owners for any matter affecting the common interest of the community if it's President, a majority of the Board of Directors or Unit Owners having at least 10% of the votes of the Association request that the secretary call the meeting. If the Association does not notify Unit Owners of a special meeting within 30 days after the requisite number or percentage of Unit Owners request the Secretary to do so, the requesting members may directly notify all the Unit Owners of the meeting not less than 10 days or more than 40 days before the meeting date. Only matters described in the meeting notice may be considered at a Special Meeting. The notice for any meeting must state the time, date, and place of the meeting and the items on the agenda, including:

- a. a statement of the general nature of any proposed amendment to the Declaration or the By-laws
- b. any budget proposal or changes
- c. any proposal to remove an officer or member of the Board of Directors

Section 5. Emergency Meetings. An Emergency Meeting notice of 10 days may be reduced or waived for a meeting called to deal with an emergency.

Section 6. Quorum Requirements and Rules of Order. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, in spite of the withdrawal of enough members to leave less than a quorum. At any meeting of Unit Owners of the Association, a quorum is present throughout the meeting if persons entitled to cast 25% of the votes of the Association:

- a. are present in person or by proxy at the beginning of the meeting
- b. have cast absentee ballots in accordance with the Association's procedures and which have been delivered to the Secretary in a timely manner
- c. any combination of paragraphs (a) and (b) above of Section 6

Meetings of the Association must be conducted in accordance with the most recent edition of *Roberts' Rules of Order Newly Revised*.

Section 7. Voting and Voting Procedures. Only persons who are Unit Owners on the day prior to any meeting of Unit Owners will be entitled to vote at the meeting. Such election for directors must be by ballot upon demand made by a member of any election and before the voting begins.

Only one vote per Unit will be allowed. Members who are present in person may vote by ballot, show of hands, standing, or any other method designated by the person presiding at the meeting. Members not present may vote by absentee ballot or by proxy. All voting will follow the current procedure approved by the Board. A Unit Owner's right to vote may not be suspended for failure to pay an assessment except on issues regarding assessments and fees as provided in Article IV, Section 6.

Prior to voting, Unit Owners must be given a reasonable opportunity to comment regarding any matter affecting the Association.

Unless specifically stated otherwise in another Article of these by-laws a majority of the votes cast determines the outcomes of any action of the Association.

No vote of the Association will be conducted without a duly held and noticed meeting.

Voting for the election of directors will be by secret ballot.

Unit Owners may request to vote by absentee ballot for directors. The Association will deliver an absentee ballot to all Unit Owners. Votes cast by absentee ballot must be included in the tally of a vote taken at a meeting.

Section 8. Proxies. Except as otherwise provided in the declaration or bylaws, the following requirements apply with respect to proxy voting:

- a. Every Unit Owner entitled to vote will have the right to do so either in person or by an agent authorized by a written proxy. Each Unit Owner or his duly authorized agent must file a written proxy with the Secretary of the Association 3 days prior to the meeting.
- b. Each Unit Owner may cast their own vote and may hold one authorized directed proxy.
- c. Votes allocated to a Unit may be cast by the authorized directed proxy.

- d. A Unit Owner may revoke a proxy by notifying the person presiding over the meeting.
- e. A proxy is void if it is not dated and signed.
- f. A proxy is valid only for the meeting at which it is to be cast.

Article VIII Board of Directors

Section 1. Number of Officers. The authorized number of Directors of the Association will be five (5), each of whom will be an Eligible Unit Owner in Residence, until changed by amendment to this By-Law. There will be 4 Officers and 1 Member-at-Large.

Section 2. Nomination. Nominations for election to the Board of Directors will be made by the Nominating Committee. The Nominating Committee will consist of a chairperson who will remain a member of the Board of Directors, and two or more non-director members of the Association who are Eligible Owners in Residence. Nominations may be made from among members or nonmembers of the Nominating Committee. Nominations may also be made from the floor at the Annual Meeting.

The Nominating Committee will make at least the minimum number of nominations of eligible Unit Owners in residence for election to the Board of Directors, but not limited to the number of vacancies that are to be filled.

Section 3. Election, Term of Office and Qualifications. At each annual meeting, the Unit Owners will elect directors. Either one or two director terms will expire and create positions to be filled by that year's annual election. Director terms are staggered so that no more than two director positions will be elected at any annual election. Those persons who receive the highest number of votes will be elected.

- a. The Board of Directors will adopt an election process prior to each annual election and said process will be kept on file with the Secretary of the Association. The Nominating Committee will oversee each annual election. Provisions will be made for Unit Owners to vote by secret ballot, absentee ballot or by proxy in the annual election of directors.
- b. Directors will be elected to serve for a term of 3 years and will serve no more than 2 consecutive terms. Terms commence on January 1st of each year.
- c. A director who has served two full terms must wait one year before seeking election. Special consideration will be made in the event there are not enough filings for the open positions.
- d. Serving one year or less of an unexpired term by appointment, as provided in Section 7 below, will not be considered as one of the two consecutive terms; however, serving more than one year of an unexpired term will be considered as one of the two consecutive terms.
- e. Candidates for election to Board of Directors must be an Eligible Owner in Residence as described in the definitions.

Section 4. Compensation. Directors will not receive any compensation or salary for their services as directors. No director will be compensated for performing any service for the Association without prior approval of the majority of the Board. A Director may be reimbursed for their actual documented expenses incurred in the performance of his/her duties when said expenses have been approved by a majority vote of the Board of Directors.

Section 5. Resignation. Any Director may resign by giving written notice to the President or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time mutually acceptable.

Section 6. Removal. Any Director who ceases to be an Eligible Owner will be suspended automatically from the Board of Directors for no more than 60 days, at which time that Director shall be deemed to have resigned if the Eligible Owner status of that Director has not been reinstated. At any Annual or Special meeting of Owners at which a quorum is present, Unit Owners may vote in person, by proxy, or by absentee ballot to remove any member of the board of directors, with or without cause, by a majority vote of the quorum present, but:

- a. The Unit Owners may not consider whether to remove a member of the Board of Directors at a meeting of the members unless that subject was listed in the notice and agenda of the meeting.
- b. Meeting at which a vote to remove a member of the Board of Directors is to be taken, the Director being considered for removal must not be restricted from a reasonable opportunity to speak before the vote.

Section 7. Vacancy. A vacancy or vacancies on the Board of Directors will exist in the case of death, resignation or removal of any Director or upon a Director's refusal to serve. Any such vacancy will be filled by a majority vote of the remaining Directors or by the sole remaining Director. Candidates will be Eligible Owners in Residence and will serve for the unexpired portion of the term of his or her predecessor.

Article IX

Powers, Duties and Discretion of the Board of Directors

Section 1. Powers. The Board of Directors has the power to:

- a. exercise for the Association all of the powers, duties, and authority vested in or delegated to the Association which are not reserved to the Unit Owners by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration
- b. adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of the Unit Owners, their guests, and/or tenants and to enforce the provisions of such rules and regulations.
- c. enter into any approved contract with a managing agent or vendor or execute any instrument on behalf of the Association. Such authority may be general or confined to specific instances and unless so authorized by the Board of Directors. No one will have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount. Deeds or other instruments conveying lands or any interest therein will be executed on behalf of the Association by the President or a Vice-President or by any agent or attorney so under letter of attorney, or other written power which was executed or on behalf of the Association by the President.
- d. determine whether or not to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of these By-Laws,

the Declaration, or other Association rules, including whether to compromise any claim for unpaid assessments or another claim made by or against it.

- e. To collect all dues and assessments and to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring action at law against the Owner personally obligated to pay the same.

Section 2. Discretion. The Board of Directors does not have the duty to take enforcement action if determined that:

- a. The Association's legal position does not justify taking any or further enforcement action.
- b. The covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with law.
- c. A violation may exist or may have occurred, and is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources.
- d. It is not in the Association's best interests to pursue an enforcement action.
- e. The Board of Director's decision under this subsection to not pursue enforcement under one set of circumstances does not prevent the Board of Directors from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.
- f. Disputes between the Association and Unit Owners or between two or more Unit Owners regarding the Common Interest community are being submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.

Section 3. Duties. It will be the duty of the Board of Directors to:

- a. comply at all times with the Articles, the Declaration, and these By-Laws
- b. conduct, manage, and control the affairs and business of the Association, and to make such rules and regulations not inconsistent with the law, these By-Laws, the Articles of Incorporation, or the Declaration
- c. delegate responsibility to a third-party manager of the Association to sign or endorse all payments to the Association for deposit into a Westchester account
- d. adopt, amend, or repeal any rule, the Board will give all Unit Owners notice of:
 - 1) its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change
 - 2) a date on which the Board will act on the proposed rule or amendment after considering comments from Unit Owners
 - 3) following adoption, amendment, or repeal of a rule, the Board will notify the Unit Owners of its action and provide a copy of any new or revised rule
- e. propose an annual budget to be voted on and approved by the Unit Owners at each annual meeting. Notice of any meeting at which a budget will be considered must be given to Unit Owners at least 10 days prior to the meeting date along with copy of the budget proposal.

- f. establish the amount of annual assessments for each Unit and to cause them to be collected
- g. establish the due date for special assessments, if any
- h. schedule and provide for maintenance and/or repairs to Units as provided in the Articles and the Declaration in a reasonable, orderly, and equitable manner
- i. establish a method for Unit Owners to communicate among themselves and with the Board of Directors concerning the Association.
- j. appoint annually the following committees, chaired by a Board member, but with the understanding that the Board may not delegate any of its power or, duties as provided in this Article IX:
 - 1) Nominating Committee. This committee will be appointed as described in Section 2 of Article VIII.
 - 2) Architectural Control Committee or ARC. This committee will consist of at least 3 Eligible Owners.
 - 3) By-Laws and Procedures Committee. This committee will consist of at least 3 Eligible Owners.
 - 4) Social Committee. This committee will consist of at least 3 Eligible Owners.
 - 5) Welcoming Committee. This committee will consist of at least 3 Eligible Owners.
 - 6) Other Committees. The Board of Directors may appoint annually such other committees as it deems appropriate. These committees will consist of at least 3 Eligible Owners.
- k. issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.
 - 1) A reasonable charge may be made by the Board for the issuance of these certificates.
 - 2) If a certificate states and assessments have been paid, such certificate shall be conclusive evidence of such payment;
- l. procure and maintain adequate liability and hazard insurance on property owned by the Association
- m. insure all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate
- n. insure a complete record is kept of all its acts and proceedings and to present a statement to the members at the annual meeting or by request at a special meeting when requested in writing by one-fourth (25%) of the Eligible Owners
- o. insure a complete record is kept of all of the finances of the Association
- p. in the event of death, resignation, or removal from office of a board member, to select and appoint a successor for that Board Member who will serve the unexpired term of the predecessor Board Member as provided in Article VIII, Section 7
- q. promptly provide notice to Unit Owners of any legal proceedings in which the Association is a party
- r. exercise the degree of care and loyalty to the Association required of an officer or director organized under existing law and be subject to the conflict of interest rules governing directors and officers under existing law.

Section 4. Limitations of the Board. The Board of Directors may **not**:

- a. amend the Declaration except as provided by law; amend the By-laws; terminate the Association; elect members of the Board of Directors; determine the qualifications, powers, duties, or terms of office of members of the Board of Directors;
- b. use incidental or social gatherings of Board members or any other method to evade the open meeting requirements. A gathering of members of the Board of Directors at which Association business is not conducted is not a meeting of the Board;
- c. prohibit the display by any Unit Owner of the flag of this state or signs regarding candidates for public or Association office or ballot questions. Any rules governing those displays must not be inconsistent with (K.S.A.) Kansas Statutes Annotated and any amendments thereto.

Section 5. Organizational Meeting. Following each annual meeting, the Board of Directors will hold an organizational meeting to appoint officers.

Section 6. Meeting of the Board of Directors. Except when the purpose of the meeting is to address an emergency, any official action of the Board of Directors will occur at a meeting which meets the following requirements:

- a. Unit Owners will be given at least five days' written notice of any change to agenda. Written notice of each meeting will be delivered by any reasonably determined method. The notice must state the date, time, location, and agenda for each meeting.
- b. If any materials are distributed to the Board of Directors before the meeting, the Board will make copies available to Unit Owners, at least three days prior to that meeting, except materials that are to be considered in executive session.
- c. A quorum of at least three (3) Directors will be present at the time any vote is taken. The affirmative vote of a majority of the Board members present is the act of the Board of Directors.
- d. Meetings must be open to attendance by the Unit Owners except during executive sessions. Executive sessions can be held only during a regular or special meeting of the Board or a committee. No final vote or action may be taken during an executive session.
- e. Eligible Owners will be able to address agenda items at meetings by prior arrangement. The Board will provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Association.

Section 7. Executive Sessions. The Board of Directors and those committees may hold an Executive Session only during a regular or special meeting of the Board or a committee. No final vote or action may be taken during an Executive session. An Executive session may be held only to:

- a. consult with the Association's attorney concerning legal matters
- b. discuss existing or potential litigation or mediation, arbitration, or administrative proceedings
- c. discuss labor or personnel matters

- d. discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage
- c. prevent public knowledge of the matter to be discussed if the board of Directors or committee determines that public knowledge would violate the privacy of any person

Section 8. Voting. The election of Board Officers and the filling of vacancy on the Board of Directors will be completed by secret ballot. Every other vote of the Board of Directors will be by roll call. The results of each **secret ballot** will be recorded in the minutes of the meeting as to reflect only the action taken.

The results of each **roll-call vote** will be recorded in the minutes of the meeting to identify the name of each Director and the directions of his/her vote.

Section 9. Quorum. Unless the bylaws specify a larger number, a quorum of the Board of Directors is present for purposes of determining the validity of any action taken at a meeting of the Board of Directors only if individuals entitled to cast a majority of the votes on that board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the board members present is the act of the Board of Directors unless a greater vote is required by the declaration or bylaws.

Section 10. Adjournment. A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the board.

Article X

Board of Directors and Their Duties

Section 1. Titles of Officers. The four officers of the Association will be President, Vice-President, Secretary, and Treasurer. Each officer will be selected from among the members of the Board of Directors annually. The remaining director will be the Member-at-Large.

Section 2. Election of Officers. The election of Officers will be by secret ballot and will take place at the Organizational Meeting of the Board following the Annual Meeting. The Chairperson of the Nominating Committee will chair the meeting and will first ask for nominations for President. When a President has been selected, the President will assume the chair and will proceed with the election of the remaining Officers.

Section 3. Term of Office. The officers of this Association may hold the same office for 1 full, 3-year term.

Section 4. Multiple Offices. Only one office will be held by a Director at any time.

Section 5. Duties. The duties of the Board of Directors are as follows:

- a. President. The President will have general executive supervision over business and affairs of the Association, his or her authority will be subject to the control and direction of the Board at all times. The President will preside over all meetings of the Unit Owners and of the Board of Directors. He or she will sign all documents to be executed by the Association or delegate signature rights to another Board member. He or she will have the authority to perform other duties as may be determined by the Board or otherwise be provided for in the Articles, the Declaration, or these By-Laws.
- b. Vice President. The Vice-President will perform the duties of the President in the event of the President's absence, inability or refusal to act, and will have authority to perform other duties as may be determined by the Board or otherwise be provided for in the Articles, the Declaration, or these By-Laws.
- c. Secretary. The Secretary will keep the minutes of all meetings and proceedings of the Unit Owners and of the Board of Directors and distribute them in a timely manner. The Secretary will give notices of all meetings of Unit Owners and of the Board of Directors as required by law and in these By-laws. The Secretary will keep a current record of Unit Owners the Association together with their addresses. The Secretary will also have authority to perform other duties as may be determined by the Board or otherwise be provided for in the Articles, the Declaration, or these By-Laws.
- d. Treasurer. The Treasurer will ensure that all funds belonging to the Association are received and deposited into the appropriate bank account and disbursed as directed by resolution of the Board of Directors. The Treasurer will submit all invoices or requests for payment using Westchester funds by following the current written procedure approved by the Board. The Treasurer will keep or cause to be kept full and accurate accounting records. The Treasurer will present a financial report in writing at each Annual Meeting of the Unit Owners. The Treasurer will make a financial report at any Board of Directors meeting and/or meeting of Unit Owners if requested to do so. The Treasurer will prepare the annual budget.
- e. Member at Large. The Member at Large will perform duties as determined by the Board of Directors.

**Article XI
Indemnification**

The Association will indemnify any and every present or past Board Member, against expenses, judgments decrees, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, whether commenced on behalf of an individual or by or in the right of the Association to which such Board Member, is made a party by reason of being or having been such Board Member, provided a determination is made to the effect:

- a. that such Board Member, was not, and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his/her duty
- b. that he/she acted in good faith in what he/she reasonably believed to be the best interest of such Association
- c. that his/her conduct was not unlawful

Such indemnification will not be deemed exclusive of any other rights to which such board member, may be entitled under these By-Laws of this Association, any agreement or any insurance purchased by this Association, or by vote of the Owners. Such indemnification will inure to the benefit of such person's heirs, executors and administrators.

Article XII Amendments

Section 1. Power of Members. New By-Laws may be adopted or these By-Laws may be amended or replaced by a 60% majority vote of the members present at any regular or special meeting. Provided, the time and place fixed by the By-Laws for the election of directors will not be changed within 60 days preceding the date on which such elections are to be held.

Article XIII Construction

The titles of the paragraphs and subparagraphs have been inserted as a matter of convenience and reference only and will not control or affect the meaning or construction of these By-Laws.

Use of the masculine gender will be deemed also to refer to the feminine gender and neuter gender and the singular will be deemed also to refer to the plural unless the context clearly requires otherwise.

Article XIV Effective Date

These By-Laws rescind and replace all prior By-Laws of Westchester Homes Association, Inc., and will become effective upon adoption. (08/29/2018).

Certificate of President

X 

Mike Meile
President, Westchester Homes Association, I...