

STATE OF KANSAS) ss

SEP 25 12 26 PM '98

REGISTER OF DEEDS

Deputy



AMENDED AND RESTATED BYLAWS
OF
RAINBOW LAKES WEST THIRD ADDITION
HOMEOWNER'S ASSOCIATION

ARTICLE I
GENERAL

Section 1. Office. The office this corporation shall be located at 126 S. Forestview, Wichita, Kansas 67235, or such other address as shall be determined by the Board. Provisions have been made to provide that, if the Registered Agent of the corporation is not a member of the Association, copies of all notices, etc. will be sent to the then acting Secretary of the corporation at the time of receipt of such notices, etc.

Section 2. Fiscal Year. The fiscal year of this corporation shall be from October 1 to September 30.

ARTICLE II
DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 2. "Association" shall mean and refer to Rainbow Lakes West Third Addition Homeowners' Association, a Kansas non-profit corporation, its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Director" shall mean and refer to the nine (9) members of the Board.

Section 5. "Officer" shall mean and refer to the four (4) members elected by the general membership at the annual meeting.

Section 6. "ByLaws" shall mean and refer to the ByLaws of the Association, as they may from time to time be amended.

Section 7. "Common Areas" shall mean all real property in which the Association now or hereafter owns an interest for the common use and enjoyment of its Members, as defined in the Declaration of Protective Covenants, including Reserves A and B.

Section 8. "Declaration" shall mean and refer to the Declaration of Protective Covenants for Rainbow Lakes West Third Addition concerning the Property, filed for record with the Register of Deeds of Sedgwick County Kansas, including such further amendments thereto as may from time to time be recorded.

Section 9. "Lot" shall mean any parcel of the Real Estate shown on the Plat and identified therein as a lot or residential building site, excluding that portion, if any, of such lot which is shown on the Plat as being a portion of the Common Areas.

Section 10. "Member" shall mean any person or entity holding membership in the Association, as provided in the Declaration and these ByLaws.

Section 11. "Owner" shall mean the party or parties who own fee simple title to a Lot which is most nearly equivalent to fee simple title.

Section 12. "Plat" shall mean the plat of Rainbow Lakes West Third Addition, Wichita, Sedgwick County, Kansas, as such may be revised, replotted, modified or supplemented from time to time.

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September 22, 1998

*Rainbow Lakes West Third
126 S. Forestview
Wichita, KS 67235*

Section 13. "Property" shall mean and refer to that certain real property located in Sedgwick County, Kansas, which is subject to the Declaration, as the same may be amended from time to time.

ARTICLE III PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order, Newly Revised shall govern the association in all cases to which they are applicable and in which they are not inconsistent with the ByLaws or Declaration of this Association.

ARTICLE IV MEMBERSHIP AND MEETINGS

Section 1. Membership. The Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event any Owner shall have entered into a contract to sell such interest in a Lot during the time such contract is in force, if the contract purchaser is in possession of the Lot, the purchaser shall be considered to be the Member rather than the Owner.

Section 2. Voting Rights. There shall be one (1) vote for each occupied Lot, provided the owner is in good financial standing with the Association.

Section 3. Meetings.

A. Annual Members' Meeting. The annual Members' meeting shall be held on the THIRD (3RD) SATURDAY OF SEPTEMBER of each year, if not a legal holiday, and if a legal holiday, then on the day following, at the principal office or any place so designated by the Board of Directors of the corporation in Wichita, Kansas, convening at the hour of THREE (3) O'CLOCK P.M., for the purpose of electing directors and transacting any other business authorized by the Members.

B. Special Members' Meetings. Special Members' meetings shall be held whenever called by the President 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. All Members must be notified as specified in subparagraph C. hereafter.

C. 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 the Secretary. Such notice shall be in writing to each Member at the address as it appears on the books of the Association and shall be mailed to the Member not less than ten (10) or more than sixty (60) days prior to the date of the meeting. The purpose of the meeting shall be given by affidavit of the Secretary and shall be sufficient proof thereof.

D. Adjourned Meetings. If at any meeting 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. Quorum. The members in attendance, in person and by proxy, at a duly called regular or special meeting shall constitute a quorum for the purpose of conducting any business. The acts approved by a majority of those present, in person and by proxy, at a meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number is required by the ByLaws or applicable law.

Section 5. 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 the Secretary before the vote of

a matter is undertaken by the Members in attendance. If the member chooses to vote by proxy, the owner has the responsibility of delivering said proxy to the Secretary no less than one (1) day prior to the meeting. Proxies can be obtained from the Secretary no less than seven (7) days prior to the Members' meeting, provided the Owner is in good financial standing with the Association.

**ARTICLE V
DIRECTORS, ELECTIONS, MEETINGS, FEES**

Section 1. Number, Qualifications. The Board shall consist of at least nine (9) persons, who must be Members of the Association. Four (4) Directors to be elected by the general membership and five (5) to be elected as Zone Representatives by the membership of their respective zones. All Board Members must be in good financial standing at all times during their term of office.

The Board will consist of two (2) persons elected at the annual meeting who will serve a term of two years. In 1998 four (4) persons will run with two (2) running for a two year term and two (2) running for a single year term. In 1999, two (2) positions will be elected for a two year term and alternate thereafter, giving continuity to the board.

Each zone shall elect a representative owning a lot within that zone by Owners in each of the five (5) zones.

The election of the Zone Representatives is to be conducted within the designated zones by SEPTEMBER 15 of each year. Zone Representatives will serve as members of the Board of Directors for one year with full voting rights as any other elected member of the Board of Directors. Zone Representatives will be presented to the Membership at the Annual Meeting on the third Saturday in September.

The election of Zone Representative shall be by a majority vote of owners in attendance or by proxy, at the annual zone meeting to be held in August prior to the annual homeowners association meeting. The active Zone Representative shall place notice to each homeowner via bulletin, phone or U. S. mail of the time and place of the meeting. It shall be the responsibility of the homeowners in each zone to inquire about the zone meeting prior to the end of July in the event they were not notified. In the event of a tie, a coin shall be flipped to determine the election result.

An Architectural Control Committee, hereafter known as the ACC, shall be established as stated in the Declaration. The ACC will be comprised of six Owners of six Lots within the Association, and the current year President of the Board of Directors. All members of the ACC must be in good financial standing at all times during their term of office. The members of the ACC shall be elected on a rotating basis as follows:

Rotation shall be as follows:

Year 2 replace:

Position one and two

Year 3 replace:

Position three and four

Year 1 replace:

Position five and six

Position 3 and 4 shall be filled at the 1998 annual meeting of the Association.

Position 5 and 6 shall be filled at the 1999 annual meeting of the Association.

Position 1 and 2 shall be filled at the 2000 annual meeting of the Association.

Position 3 and 4 shall be filled at the 2001 annual meeting of the Association.

Position 5 and 6 shall be filled at the 2002 annual meeting of the Association.

Position 1 and 2 shall be filled at the 2003 annual meeting of the Association.

This rotation shall continue in succeeding years.

Each year the current ACC will nominate two (2) Owners to fill positions on the ACC. These nominees shall be listed in the notice of the Annual Meeting of Members. A plurality of Members voting, either in person or by proxy, at a duly called meeting shall elect two (2) Owners to serve for a period of three (3) years. When practicable, the nominee will have knowledge of current construction materials and practices.

If a vacancy occurs on the ACC, the vacancy shall be filled by appointment of the Board of Directors and the person selected shall serve the term remaining for that person being replaced. The ACC chairperson shall be selected by the members of the ACC after each election. The ACC chairperson will attend each meeting of the Board of Directors or send a written report of actions taken by the ACC between Board meetings.

Section 2. Nominations. Nominations of two (2) people for election to the Board shall be made by the Nominating Committee and the Membership to the Secretary or President of the Association, not less than fourteen (14) days before the annual meeting. (In 1998, four people will be nominated. Two will be for two year terms and two will be for one year terms.) A list of nominees shall be included in the notice of annual meeting.

The Nominating Committee shall consist of the Vice President as chairman and the five Zone Representatives as committee members. The committee will meet and prepare the list of nominees on the first Saturday in August or subsequent Saturdays PRIOR to election of new zone representatives. All nominees must reside in the Association and be in good financial standing with the Association. The Nominating Committee shall secure the permission of all nominees prior to placing their name on the ballot. Nominations may be made at the annual meeting by members providing the nominee resides in the Association and permission was given by the nominee.

There shall be no more than one owner/family representative allowed to serve in an elected capacity on the Board at one time.

Section 3. Election, Vacancies and Removal. The election, removal and replacement of directors shall be by the following:

A. Directors shall be elected by written ballot of the Members and by majority of the votes cast in person or by proxy at the annual meeting of the Members of the Association. Each Member of the Association shall be entitled to vote for as many nominees as there are vacancies to be filled. A Plurality vote shall elect.

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/officer may be removed from office after filing of a petition signed by no less than twenty-five (25) members of the Association in good financial standing. The petition must then be filed with each of the five (5) zone representatives who will then present and/or attempt to present the petition to each member of their respective zone for a vote. The concurrence of a majority vote of those responding in each zone shall make up the motion of each zone. Each zone representative shall present the concurrence of their zone at a regular or special meeting of the board. The concurrence of the majority of the five (5) zones shall determine the outcome. Any vacancy in a director/officer shall be filled according to the procedures established in subparagraph A of this section at a special meeting of the Members.

D. Any zone representative may be removed from office only after receiving a signed petition of no less than ten (10) members in said zone to the HOA Board. At that time an officer of officers shall be appointed to contact and/or attempt to contact each member in said zone regarding their vote on this issue. A majority vote shall determine outcome. In the event of a tie, the zone representative shall retain office.

Section 4. Term. Director/officer terms of service is two years (after 1999) and shall extend to the next annual meeting of the Members following the director/officer's elected term and thereafter until a successor is duly elected and qualified or until the director/officer is removed in the manner elsewhere provided.

Section 5. Meetings

A. Organizational Meeting. The organization meeting of the newly elected Board shall be held on the FIRST (1ST) MONDAY OF OCTOBER 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.

B. 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 electronic communication at least three (3) days prior to the date set for such meetings.

C. 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 of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic communication, which notice shall state the time, purpose of the meeting place and purpose of the meeting.

D. 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.

E. The ACC Chairperson shall provide forty-eight (48) hour notice to the six (6) members of the committee, and the current year President of the association, with a place, time and purpose of the meeting clearly specified. The Chairperson will take due note of the Declaration which states that failure to approve or disapprove any plans and specifications within thirty (30) days after submission thereof, shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 6. 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 ByLaws or applicable law.

Section 7. Presiding Officer. The presiding officer at all directors meetings shall be the President or the Vice President. In the absence of the presiding officer, the directors present shall designate one of their members to preside.

Section 8. Directors Fees. Directors shall serve without fees.

**ARTICLE VI
DIRECTOR'S POWERS AND DUTIES**

Section 1. Exercise of Powers. Except as otherwise provided in the Declaration, 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 directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declarations, these ByLaws and applicable law:

A. To select and remove all agents and employees 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 their compensation.

B. To conduct, manage and control the affairs and business of the Association and make such rules and regulations (including fines) therefore 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 Areas and facilities owned or controlled by the Association.

C. To hold and retain title and ownership of the Common Areas and facilities, as defined on the original plat dated August 30, 1979.

D. To make and collect annual assessments as approved by Members and special assessments, if any, against Members and use the proceeds of assessments in the exercise of their powers and duties, all as provided in Article VIII thereof. Annual assessments and any special assessments which were approved by the Members are due on OCTOBER 1, of each year.

E. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Common Areas and the affairs Of the Association, which may include bonding of the members of any management body.

F. To pay all charges for water, electricity, gas and other utility services for the Common Areas, within budgetary constraints.

G. To maintain, repair, preserve, replace and operate the Common Areas and to contract with an insured agent for such, if necessary, within budgetary constraints.

H. To reconstruct improvements located in the Common Areas after casualty losses and to further improve the Common Areas.

J. To enforce 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.

K. To pay any taxes and governmental special assessments which are or could be come a lien on the Common Areas or any portions thereof, except that the Association shall not be responsible for any taxes or assessment on any lot.

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

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

N. To delegate any of their powers hereunto to others, including committees.

ARTICLE VII OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer. A Zone Representative from each of five (5) zones will serve on the Board of Directors but shall not be an executive officer.

The executive officers shall be chosen from among the four directors elected by the general membership at the annual meeting. All executive officers shall be chosen by the directors at the annual meeting of the Executive Board, or at such meeting of the Executive Board as may be called for that purpose. All officers shall hold office until the first annual meeting of the Board and until his successor is elected and qualified.

Section 2. Election. The officers of the Association shall be chosen annually by the Board at its organizational meeting held on the FIRST (1ST) MONDAY OF OCTOBER after the annual meeting, and each shall hold the office until the officer shall resign or shall be removed or otherwise disqualified to serve for a term of one year or the successor shall be appointed or elected and qualified.

Section 3. Agents. The Board may appoint such other agents 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 4. Resignations. Any officer may resign at any time by giving written notice to 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 5. Vacancies. A vacancy in any office because of death, resignation or any other cause shall be filled by appointment of the Board.

Section 6. President. The President presides at all meetings of the Board and the Association. The Presidents' duties include, but are not limited to, the power to appoint committees from among the members from time to time as may, in the President's discretion, be appropriate to assist in the conduct of the affairs of the Association, execute contracts with the Secretary as determined by a majority of the Board, sign vouchers for payments made by the Treasurer, and co-sign all checks in the name of the association.

Section 7. Vice President. The Vice President shall preside at all meetings in the absence of the President, shall chair the Nominating Committee and assist the executive officers in preparing for the annual meeting.

Section 8. Secretary. The Secretary shall record the minutes of all proceedings of the directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall distribute all notices received by the corporation office to the responsible parties. The Secretary signs contracts with the President, prepares the ballot, agenda, voting cards and proxy cards for the annual meeting, and special meetings, and directs the mailing of notices to all Members not less than ten (10) days prior to any meeting. The Secretary 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 9. Treasurer. The Treasurer shall keep the books of the Association in accordance with good accounting practices. The Treasurer shall provide a detail financial statement to the Members at the Annual Meeting, notify the Secretary of all Members in good standing with the Association prior to any meetings of the Membership, and collect all assessments, and file all liens. The Treasurer sends notices to all Members who are in arrears on dues/assessments. The Treasurer prepares all checks after presentation of a voucher from the President. All checks of the association are co-signed by the President and Treasurer. At each regular Board meeting, the Treasurer shall provide the Board members with a current financial statement. The Treasurer shall prepare a budget by August 1st of each fiscal year as hereby outlined in Article VIII Section 1. The Treasurer shall perform all other duties incident to the office of treasurer.

Section 10. Compensation. The compensation, if any, of all employees and/or contractors of the Association shall be fixed by the Board, after reasonable bids have been received and selected according to the specifications.

**ARTICLE VIII
FISCAL MANAGEMENT**

Section 1. Budget. The Board shall, on or before August 5 of each year, adopt a budget for the ensuing fiscal year, which shall include the estimated funds required to defray all common expenses. The Budget shall be prepared by the Treasurer on or before August 1 for the ensuing fiscal year.

Section 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, conforming to good accounting practices.

Section 3. Annual Assessments. The annual assessment (in addition to sums assessed pursuant to provisions herein below) shall be the amount required by the Declaration or as otherwise determined on behalf of the Board in accordance with the Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized in this Article, 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 sixty percent (60%) majority of the Members who are voting, in person or by proxy, at a special meeting duly called for that purpose.

Section 5. Assessments, When Due. The annual assessment is due on October 1 of each year. The Board shall establish the due date for any special assessments and the same shall be approved by a sixty percent (60%) majority of the Members at the meeting duly called on Special Assessments.

Section 6. Lien Rights. As provided in the Declaration, the Association shall have a lien against each Lot to secure payment of any assessment, fine, Compliance Expenditure or other amount due and owing the Association in compliance with these ByLaws.

Any amounts which are not paid when due shall be delinquent. Ninety (90) days after the due date, such amounts shall bear interest at the rate of ten percent (10%) per annum, or such other rate as may be established from time to time by the Board (provided that the interest rate shall never exceed the maximum allowed by law). In addition all other costs and expenses of collecting the unpaid amount, including but not limited to, reasonable attorneys fees, shall be payable by the owner.

Section 7. Successor's Liability for Assessments. The Association lien for delinquent assessments of damages, costs, fines, expenses, attorneys fees and all other charges allowed hereunder against the Lot, shall pass to an Owner's Successors-in-title, regardless of whether said obligations were expressly assigned by them, except with respect to the sale or transfer of any Lot which is subject to any mortgage pursuant to decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, which sale or transfer shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer and except as otherwise specified in the Restrictions. Upon acquisition of title to a Lot, an Owner shall be bound by the terms hereof.

Section 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 of the Common Areas or that the Association, the Board or the Architectural Control Committee is not or has not been properly exercising its duties and powers under the Declaration, Articles or ByLaws.

**ARTICLE IX
INDEMNIFICATION AND INSURANCE**

Section 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 threatened, pending or completed 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 such person is or was a director, advisory agent, 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 agent, 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 such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person 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 that 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 such person 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 conduct was unlawful.

Section 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 threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, advisory agent, 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 agent, officer, or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner such person 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 3. Costs Indemnified. To the extent that any person who is or was a director, advisory agent, officer 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 agent, 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, such person shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by such person in connection therewith. Any other indemnification under this Article shall be made by the Association only as authorized in the specific case upon determination that indemnification is proper in the be a 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 4. Time of Indemnification. Expenses incurred by a director, advisory agent, 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 agent, officer or employee to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association pursuant to this Article IX.

Section 5. Non-exclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article IX 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 the 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 such person may be entitled to receive pursuant to this Article IX.

Section 6. Insurance. By action of the Board, notwithstanding any interest of any Members in the action, to the full extent permitted by statute, 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, advisory agent, officer, 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 agent, officer, employee of another association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of that status as such, whether or not the Association would have the power or would be required to indemnify such person against such liability under the provisions of this Article IX, the Articles of the laws of the State of Kansas.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1. Definitions. The definitions set forth in Article II hereof shall apply to any additional Property acquired by the Association.

Section 2. Amendments. The power to make, adopt, amend or repeal these ByLaws is vested solely in the members. Any amendment of these ByLaws by the membership shall be effective when approved by a two thirds (2/3) majority vote of the members who are voting, in person or by proxy, at a meeting duly called for such purpose. In no event shall any amendment be in conflict with the terms of the Declaration or applicable law.

Section 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.

Section 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 OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Rainbow Lakes West Third Homeowners' Association, a Kansas non-profit corporation; and

2. That the foregoing ByLaws, comprised of ten (10) pages, constitute the ByLaws of said corporation, duly adopted by action of the Board of Directors or qualified membership and the Board of Directors dated as of the 19th day of September Year 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22nd day of September Year 1998.

Mary V. Hill
Mary V. Hill, Secretary

State of Kansas
County of Sedgwick

Signed and certified before me on this 22nd Day of September, 1998 by Mary V. Hill, Secretary.

12/18/00
Expiration

[Signature]
Notary Public

