



P.O. Box 860005 · Shawnee, KS · 66286-0005
LakepointeHomeowners.com

OWNER ACKNOWLEDGEMENT FORM

The undersigned, being a new owner of address _____,

Lot _____, in Lakepointe Subdivision acknowledges that (she, he, or they) have

read, understand, and agree to abide by all terms and conditions of the following:

- **Declaration of Covenants, Conditions, and Restrictions - Lakepointe HOA**
 - Specifically, Article VII, Section 5: "Leasing of homes shall not be allowed as a regular practice for business, investment, or similar purposes."
- **Bylaws - Lakepointe HOA**
- **Common Area Guidelines - Lakepointe HOA**

Dated: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Instructions: Return the signed form, along with the \$120 Transfer Fee, at closing.

LAKEPOINTE SUBDIVISION
City of Shawnee
Johnson County
Kansas

**DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by Mullin Real Estate, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Shawnee, County of Johnson, State of Kansas, which is more particularly described as:

Lots 1 thru 62, and Tracts A, Lakepointe, Tract B, Lakepointe and Tract C, Lakepointe, inclusive, LAKEPOINTE, a subdivision in the City of Shawnee, Johnson County, Kansas, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure the benefit of each owner thereof.

Article I

DEFINITIONS

Section 1. "Association" shall mean and refer to Lakepointe Homeowners Association, its successors and or assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", Lakepointe Subdivision; Tract "B", Lakepointe Subdivision; and Tract "C", Lakepointe Subdivision.

Article I

DEFINITIONS (con't)

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Mullin Real Estate, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Article II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period of not to exceed sixty (60) days for an infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Article III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Article III

MEMBERSHIP AND VOTING RIGHTS (con')

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessments and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such easement is made. Each such assessment, together with interest, costs, and ~~reasonable attorney's fees~~, shall also become the personal obligation of the person who was the Owner of such property at the time when the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The following Amendment, signed by not less than two-thirds (2/3) of the lot owners, is effective June 5, 2003. On file with the Johnson County, Kansas Register of Deeds, Book 9069, Page 79.

Section 1. The phrase "reasonable attorney's fees" will be replaced by "collection fees as specified in Section 8 of this article"

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$180.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, in any of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each such period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS (con't)

The following Amendment, signed by not less than two-thirds (2/3) of the lot owners, is effective May 14, 2004. On file with the Johnson County, Kansas Register of Deeds, Book 2004-05, Page 007839.

Section 3b. Specifies basis and maximum of annual assessments above that established by CPI formula and make that specification beyond a 1-year period. From and after January 2004 annual assessment will include a per household cost for trash and recycle pick-up as negotiated annually by the Board of Directors with a disposal company.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

The following Amendment, signed by not less than two-thirds (2/3) of the lot owners, is effective June 5, 2003. On file with the Johnson County, Kansas Register of Deeds, Book 9069, Page 79.

~~**Section 8.** Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 Lot.~~

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS (con't)

Section 8 Specifies Association remedies for non-payment of assessments. Any assessment not paid within thirty day after the due date shall bear interest from the due date at the rate of 6% per annum. Additionally, a late payment fee of \$50 will be incurred should a second notice of late payment be mailed to the homeowner. All legal fees pertaining to collection of Association assessments (including any Late Payment fee) will be paid by the Homeowner. Additionally, the Board is authorized to pursue legal action. The cost of any such action will be paid by the Homeowner. The Association may further place a lien at the Board's discretion. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Article V

ARCHITECTURAL CONTROL

The following Amendment, signed by not less than two-thirds (2/3) of the lot owners, is effective June 5, 2003. On file with the Johnson County, Kansas Register of Deeds, Book 9069, Page 79.

"NEW FENCE CONSTRUCTION. Wooden fences (whether four feet, five feet, or six feet tall) are approved within Lakepointe provided that they satisfy the setback requirements from city streets specified by the City of Shawnee. Homeowner is responsible for obtaining set back requirements. Movements of fences which have been improperly located or which are too high for the site are the responsibility of the homeowner. Anything other than a wooden fence requires specific approval as indicated in the following paragraph."

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, its officers or assigns. Following the sale and closing of the last lot, architectural control and the enforcement of this Article shall become the responsibility of the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

The following Amendment, signed by not less than ninety percent (90%) of the lot owners, is effective October 5, 2001. On file with the Johnson County, Kansas Register of Deeds, Book 7321, Page 484.

~~**Section 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. Any amendment must be recorded.~~

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of the two-thirds (2/3) of each class of members. Additional land may be annexed by the Declarant without the consent of members within twelve years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

The following Amendments, signed by not less than ninety percent (90%) of the lot owners, is effective October 5, 2001. On file with the Johnson County, Kansas Register of Deeds, Book 7321, Page 484.

Article VII

AMENDMENTS

Section 1. Motorized Vehicles in Common Area. No Lakepointe resident, or guest thereof, may operate any motorized vehicle, including but not limited to motorcycles, motorized bicycles, go-carts, three-wheeled vehicles, and all-terrain vehicles, on or about the premises of the common areas owned by Lakepointe Homeowners Association.

Section 2. Common Areas. If any Lakepointe resident intends to alter or change in any manner any portion of common areas owned by Lakepointe Homeowners Association, that homeowner must first seek prior approval from the Lakepointe Homeowners Association Board of Directors (the "Board") by submitting a plan to the Board describing the intended change or alteration. If a Lakepointe resident fails to obtain prior approval from the Board, and changes or alters in any manner any portion of the common areas owned by Lakepointe Homeowners Association, that resident will be charged with the costs of restoring the common area(s) to the condition in which the property was before the change or alteration.

Section 3. Seasonal Displays. When any exterior scenery or lighting is displayed in observance of the December holiday season, such scenery and lighting must be removed no later than the immediately following March 1st. When any exterior scenery or lighting is displayed in observance of any other holiday, such scenery and lighting must be removed no later than two (2) weeks immediately following that holiday.

Section 4. Absentee Board Director. If a current Lakepointe Homeowners Association Board Director is absent from two (2) consecutive regularly scheduled Board meetings ("the Absent Board Director"), the remaining Board Directors may send a letter to the Absent Board Director providing notice that membership on the Board of Directors is in jeopardy. If, after being provided notice, the Absent Board Director is absent from a third consecutive regularly scheduled Board meeting, the Absent Board Director may be removed from office upon an affirmative vote of a majority of the remaining Board Directors. If the remaining Board Directors vote to remove the Absent Board Director from the office, the procedures for replacing a Board Director shall be followed.

Article VII

AMENDMENTS (con't)

The following Amendment, signed by not less than two-thirds (2/3) of the lot owners, is effective May 14, 2004. On file with the Johnson County, Kansas Register of Deeds, Book 2004-05, Page 007839.

Section 5. Renting of Units. Leasing of homes shall not be allowed as a regular practice for business, investment, or similar purposes. The Board of Directors shall be empowered to permit reasonable leasing of homes upon written application to the Board. The Board shall consider each application and may, in writing, permit the leasing of a living unit where necessary to avoid undue hardship on an owner, his or her heirs, and mortgagee. Such circumstances of hardship shall include those instances in which an owner must relocate his or her residence and has difficulty selling the home. In no event, however, shall any home be leased except pursuant to a written agreement approved by the Board of Directors.

- a. This agreement is to include that the home be on the selling market the entire time of lease except for in the case of lease with option to buy.
- b. The home will only be allowed to be under lease with option to buy for one year. IF the lease option expires and the house is not sold, the owner cannot accept another lease option and the owner must reapply for leasing with the Board of Directors. This second agreement will only be affirmed if the house is to be marketed the entire twelve months of the agreement.
- c. All agreements are for one year only and must be reapplied for, every twelve months.
- d. The owner is required to provide information to the Board if lease changes in the course of the twelve month period.
- e. Subsequent requests to lease must be in writing no less than ninety (90) days prior to the expiration of the leasing agreement.
- f. All tenants and the guests are obligated to abide by Lakepointe Homes Association Declarations, these bylaws and all Rules and Regulations of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of February, 1994.

Mullin Real Estate, Inc.
Declarant

By: [signature of James L. Mullin II]

STATE OF KANSAS
COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 14th day of February A.D. 1993, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came James L. Mullin II, President of Mullin Real Estate, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be such person who executed, as such officer, the within instrument of writing on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal the day and year last above mentioned.

[signature illegible]
Notary Public

(Seal)

Term Expires: 4/6/95

BY-LAWS

LAKEPOINTE HOMEOWNERS ASSOCIATION

Article I

MEETING OF MEMBERS

Sec. 1. ANNUAL MEETING. The annual meeting of Members shall be held at the registered office of the Corporation, in Shawnee, Johnson County, Kansas, at 10:00 a.m. on the third Saturday of January of each year, or at such other place in Johnson County, Kansas as the Board of Directors may determine, except that the first annual meeting of Members shall be held the first Saturday of June, 1997. Fifteen days prior to the annual meeting, the Secretary shall serve, personally or by mail, a written notice thereof, addressed to each member at his address as it appears on the records of the corporation.

Sec. 2. QUORUM. Any number of members present at a regular or special meeting of the members shall constitute a quorum. A majority of all votes cast, whether in person or by proxy, at any meeting of the members shall determine any question, unless otherwise provided by the By-Laws.

Sec. 3. SPECIAL MEETINGS. Special meetings of members other than those regulated by statute, may be called at any time by a majority of the directors. Notice of such meeting stating the purpose for which it is called shall be served personally or by mail, not less than ten (10) days before the day set for such meeting. If mailed, it shall be directed to a member at his address as it appears on the records of the corporation. The Board of Directors shall also, in like manner, call a special meeting of members whenever so requested in writing by 51% of the members of the corporation. No business other than that specified in the call for the meeting shall be transacted at any meeting of the Members.

Sec. 4. VOTING. At all meetings of the Members all questions, the manner of deciding which is not specifically regulated by the Articles of Incorporation of this corporation or by these By-Laws or by the "Homes Association Declaration" filed in the Office of the Register of Deeds of Johnson County, Kansas on February 17, 1994, in Volume 4247 beginning at Page 275 and any amendment thereto, shall be determined by a majority vote of the members present in person or by proxy. Members shall be entitled to vote as set forth in the Homes Association Declaration Article III. All voting shall be *viva voce*, except that a membership vote shall be by ballot, each of which shall state the name of the member voting and the number of assessable lot(s) owned by him, and in addition, if such ballot be cast by proxy, the name of the proxy shall be stated.

Sec. 5. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Inspectors of Election.
7. Election of Directors.
8. Unfinished Business.
9. New Business.

Article II

DIRECTORS

Sec. 1. NUMBER. The affairs and business of this Corporation shall be managed by a Board of not less than one (1) nor more than nine (9) directors, who need not be members of record.

Sec. 2. HOW ELECTED. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for term of three years. The directors shall be elected by a majority vote.

Sec. 3. TERM OF OFFICE. The term of office of each of the Directors shall be three years except as provided in section 2 of this Article, and thereafter until his or her successor has been elected.

Sec. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with these By-Laws and the laws of the State of Kansas, the Articles of Incorporation of this Corporation, and the aforementioned "Homes Association Declaration," as may be hereinafter amended. The Directors shall have the duty and obligation to determine and cause to be determined and levied on or before January 1 of each calendar year, the annual assessment as authorized by Article IV of the said Homes Association Declaration dated February 14, 1993 and filed on February 17, 1994 in Volume 4247 beginning at Page 275, in the office of the Register of Deeds, Johnson County, Kansas.

Sec. 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the members, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of the directors.

Sec. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meetings, shall be given by service upon each Director in person, or by mailing to him or her at his or her last known post office address, at least five (5) days before the date therein designated for such meeting, including that day of mailing, of a written or printed notice thereof, specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 7. QUORUM. At any meeting of the Board of Directors, two of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time, not more than five (5) days later.

Sec. 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote.

Sec. 9. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time, by a 3/4 vote of the members, at any special meeting called for the purpose.

Article III

OFFICERS

Sec. 1. NUMBER. The officers of this Company shall be:

1. President
2. One or more Vice Presidents (optional)
3. Secretary
4. Treasurer

Sec. 2. ELECTION. All officers of the Corporation shall be elected annually by the Board of Directors of its meeting held immediately after the meeting of the members, and shall hold office for the term of one year or until their successors are duly elected.

Sec. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors and members.

He or she shall present at each annual meeting of the members and Directors a report of the conditions of the business of the Corporation.

He or she shall cause to be called regular and special meetings of the members and directors in accordance with these By-laws.

He or she shall appoint and remove, employ and discharge and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly elected officers, subject to the approval of the Board of Directors.

He or she shall sign and make all deeds, contracts and agreements in the name of the Corporation.

He or she shall sign all notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn by the Treasurer.

He or she shall enforce the aforementioned Homes Association Declaration and these By-Laws and perform all the duties incident to the position and office, and which are required by law.

VICE PRESIDENT

During the absence and inability of the President to render and perform his or her duties or exercise his or her powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same, including the execution of deeds of the Corporation, shall be performed and exercised by the Vice President, successively in the order named (i.e. First Vice President, Second Vice President, etc.); and when so acting, he or she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President.

SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the members in appropriate books.

He or she shall give and serve all notices of the Corporation.

He or she shall be custodian of the records and of the seal, and affix the latter when required.

He or she shall keep accurate records reflecting the owners of the real estate within the District, alphabetically arranged, their respective places of residence, their post office address, the number of lots or tracts owned by each, and the time at which each person

became such owner; and keep such records, subject to the inspection of any member of the Corporation, and permit such member to make extracts from said books to the extent and as prescribed by law.

He or she shall present to the Board of Directors at their stated meetings all communications addressed to him or her officially by the President or any officer or member of the Corporation.

He or she shall attend to all correspondence and perform all the duties incident to the office of Secretary.

TREASURER

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such bank or banks, savings and loans, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He or she shall sign, make and endorse in the name of the Corporation, all checks, drafts, warrants and orders for the payment of money, and pay out and dispose of same and receipt therefor, under the direction of the President or the Board of Directors.

He or she shall exhibit at all reasonable times his or her books and accounts to any director or member of the Corporation upon application at the office of the Corporation during business hours.

He or she shall render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him or her and a full financial report at the annual meeting of the members.

He or she shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He or she shall notify members of their annual assessment as levied by the Board of Directors, and under direction of the Board, effect collection of same.

He or she shall do and perform all duties pertaining to the office of Treasurer.

Sec. 4. BOND. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his or her duties as the Board may direct.

Sec. 5. VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose.

Sec. 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Sec. 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer by 2/3 vote at any time with or without cause.

Article IV

BILLS, NOTES, ETC.

Sec. 1. HOW MADE. All bills payable, notes, checks or other negotiable instruments of the Corporation shall be made in the name of the Corporation, and shall be signed by the President and countersigned by the Treasurer. No officer or agent of the Corporation either singly or jointly with others, shall have the power to make any bill payable, note, check, draft or warrant or other negotiable instrument, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability in the name of or on behalf of the Corporation, except as herein expressly prescribed and provided.

Article V

FISCAL YEAR

Sec. 1. The fiscal year of the Corporation shall be the calendar year.

Article VI

INDEMNIFICATION

Sec. 1. INDEMNIFICATION OF DIRECTORS AND OFFICERS. When a person is sued or prosecuted in a criminal action, either alone or with others, because he is or was a director or officer of the Corporation, or of another corporation serving at the request of this Corporation, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or with others, because he is or was a director or officer of this Corporation, or of another corporation serving at the request of this Corporation, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the Corporation or by the Corporation, he shall be indemnified for his reasonable expenses, including attorney's fees incurred in the defense of the proceedings, if both of the following conditions exist:

- (a) The person sued is successful in whole or in part, or the proceeding against him is settled with the approval of the court.

(b) The court finds that his conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assigned against the Corporation, its receiver, or its trustee, by the court in the same or in a separate proceeding shall be so much of the expenses, including attorney's fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him in connection with the defense, and the court may order the fee and expenses to be paid directly to the attorney or other person, although he is not a party to the proceeding. Notice of the application for such indemnity shall be served upon the Corporation, its receiver, or its trustee, and upon the plaintiff and other parties to the proceedings. The court may order notice to be given also to the members in the manner provided in Article I, Section 1 for giving notice of members' meetings, in such form as the court directs.

Article VII

AMENDMENTS

Sec. 1. HOW AMENDED. These By-Laws may be altered, amended, repealed or added to by a 2/3 vote of the Board of Directors at any regular meeting, or at a special meeting called for such purpose. However, if all Directors be present at any special meeting, these By-Laws may be amended by an affirmative vote, without any previous notice.

Lakepointe Common Areas Responsibilities and Privileges

Lakepointe's "Big Lake" Area is a 14.8 acre tract of land that includes approximately 7 acres of pond area. The Lakepointe Homeowners Association (LHOA) was legally deeded this property in February of 2012 by the Developer. Issues have come up from time to time that the Board of Directors cannot adequately address on behalf of the Association due to a lack of outlined responsibilities related to *all* common areas. Therefore, the following guidelines for all common areas in Lakepointe have been developed for all Members & Guests of the LHOA.

Common Areas as described herein include all Lakepointe Platted property (Tracts A – U and Lots QF231211-1012, 1016-1017) as defined by the Johnson County Kansas Register of Deeds, listed as Lakepointe Homes Association (Owner).

These guidelines include:

1. Maintenance:

- A. The LHOA and their Landscaping Contractor will keep all pedestrian pathways clear of mud & debris.
- B. The LHOA and their Landscaping Contractor will be responsible for maintaining all common areas as defined by each Tract's property line, unless otherwise agreed upon with the adjacent Resident property owner.
- C. Residents may not alter trees, shrubs or landscaping on any LHOA common property unless authorized by the Board. Violations will be subject to restoration costs and other administrative fees.
- D. A seasonal cleaning plan will be set up with the Landscaping Contractor for removing dead trees, heavy brush, etc.
- E. Current signage has being revised to include:
 - a. Lakepointe Residents Only
 - b. Boating by Permit Only

2. Structures:

- A. A "Structure" shall include any deck, dock, gazebo, etc. that is fixed, floating or otherwise.
- B. Existing structures built on a LHOA common area by an adjacent Resident property owner are 'grandfathered' in as of January 1, 2014 - subject to an authorized Access Easement with this Resident.
- C. No future structures will be allowed without written permission from the Board, following the process listed in the current *Lakepointe Homeowners Association Covenants, Article V - Architectural Controls* and including an authorized Access Easement between the LHOA and the adjacent Resident property owner.
- D. Any structures built on LHOA common property are available for use by all Lakepointe residents.
- E. All structures must be properly maintained by the Resident to satisfy all Building Codes, appearance and safety requirements.
- F. All structures maintained by the Resident shall list *Lakepointe Homeowners Association* as an additional insured.

3. Boating & Recreation:

- A. "Boats" are considered any vessels (privately owned or otherwise) that are designed to be propelled by machinery, oars, paddles, or wind action upon a sail for navigation on the water.
- B. Permits will be required for any boats prior to placement on the water.
- C. Permits will be issued for an initiation fee of \$25.
- D. Permits will be subject to an annual compliance review by the Board of Directors.
- E. Permit numbers will correspond to the Lot number it was issued to.
- F. Any boats not displaying a permit number may be removed.
- G. The Board reserves the right to limit the number of boating permits available.
- H. Secure tie-ups are provided for securing boats *to the shore of the big lake only*, based on the issued permit.
- I. No boats may be stored on any Lakepointe common area, unless it is secured to a provided tie-up.
- J. No gasoline powered motors are allowed on any Lakepointe common area (including boats, ATVs, motorcycles).
- K. No firearms, weapons, alcohol, liquor or fireworks are allowed on any Lakepointe common area.
- L. No trailers of any type may be stored on Lakepointe common areas.
- M. Fires shall be restricted by the Association without proper permitting & written authorization by the Board.
- N. All boating & recreational activities shall conform to the [Johnson County Park & Recreation District Code of Regulations](#), except as noted herein.