

**BYLAWS OF
TIMBER CREEK ESTATES
HOMEOWNERS' ASSOCIATION**

ARTICLE I

NAME, MISSION and OFFICES

1.01. Name. The name of this corporation is Timber Creek Estates Homeowners' Association (Association).

1.02. Mission. The mission of Association shall be to perform all obligations and duties of the Association, to exercise all rights and powers of the Association as specified herein, in the Declaration of Covenants, Restrictions, Assessments and Easements (Declaration), in the Articles of Incorporation (Articles), and as provided by law.

1.03. Offices. The principal and registered office of the corporation in the State of Kansas shall be located in the City of Haysville, Sedgwick County, Kansas

ARTICLE II

DEFINITIONS

2.01. "Assessment" shall mean the sum attributable to each unit and due to the Association pursuant to the budget adopted pursuant to Section 13.02 of these Bylaws, and amendments thereto.

2.02. "Association" shall mean and refer to the Timber Creek Estates Homeowners' Association (or such other corporate name as Owners shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.

2.03. "Board of Directors" or "Board" of the Association, shall mean the body which has the power to act on behalf of the Association.

2.04. "Bylaws" shall mean this document, as amended from time to time in accordance with this document and State law that provides for the procedures for conduct of the affairs of the Association.

2.05. "Common Area" shall mean those portions of those lots and reserves as set forth upon that plat of Timber Creek Estates, Haysville, Sedgwick County, Kansas, as filed with the Sedgwick County Register of Deeds upon February 27, 2006, DOC#/FLM-PG: 28759313, which is not owned individually by Owners, but in which an individual interest is held by all Owners, generally including the identified reserves and recreational areas.

2.06. "Common Interest Community" (HOA) shall mean real estate described in the Declaration with respect to which a person, by virtue of the person's ownership of a Lot, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance, or improvement of, or services or other expenses related to, common areas, other units, or other real estate described in the Declaration.

2.07. "Declarant" shall mean and refer to Timber Creek Estates Homeowners Association, Inc. and its successors and assigns.

2.08. "Declaration" shall mean the instrument that first described the intent to create a Homeowner's Association, including covenants, conditions, restrictions and amendments thereto, made applicable to the properties of Timber Creek Estates, Haysville, Sedgwick County, Kansas, which was recorded in the office of the Register of Deeds of Sedgwick County, Kansas on October 29, 2007, DOC#/FLM-PG: 28928064, and any amendments made in accordance with the provisions of the same.

2.09. "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a residence; provided, that where land has been attached to or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a Lot hereunder: provided, if two or more Lots are combined

into a single residential site assessments or charges hereunder shall continue to be assessed or changed for each.

2.10 "Member" shall mean and refer to every person or entity who or which is an Owner of a fee or undivided fee interest in any Lot, but not including any Owner who has sold his interest in a Lot under an executory contract and no longer has possession of his Lot. During the time any such executory contract is in force, the contract vendee shall be considered to be the Member rather than the contract seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

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

2.12. "Person" shall mean an individual, corporation, estate, trust, partnership, a limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

2.13. "Record" shall mean information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

2.14. "Rule" shall mean a policy, guideline, restriction, procedure, or regulation of the Association which is not set forth in the Declaration or Bylaws and which governs the conduct of persons or the use or appearance of Property.

ARTICLE III

MEMBERSHIP AND MEETINGS OF OWNERS

3.01. Membership. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

3.02. Annual Meeting. The Association shall hold a meeting of owners annually in Sedgwick County, Kansas, at least sixty (60) days before the beginning of each new fiscal year for the purpose of electing directors and transacting any other business authorized to be transacted.

3.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as determined by the Board.

3.04. Special Meetings. The Association shall hold a special meeting of Owners to address any matter affecting the Association if its president, a majority of the Board of Directors, or Owners having at least 10% of the votes in the Association requests that the secretary call a meeting. If the Board of Directors does not notify the Owners of a special meeting within thirty (30) days after the requisite percentage of Owners request the secretary to do so, the requesting members may directly notify all Owners of the meeting. Only the following items described in the meeting notice may be considered at a special meeting:

- A. A statement of the general nature of any proposed revisions to the Declaration or Bylaws;
- B. Any budget proposals or changes;
- C. A proposal to remove an officer or member of the Board of Directors.

3.05. Notice of Meetings. The Board of Directors shall notify Owners by email, news media, letter, newsletter or visible signage posted at the entrances of the Association of the time, date, place and agenda of each annual meeting, regular business meeting or special meeting not less than ten (10) or more than sixty (60) days before the meeting date. The minimum time to give notice may be reduced or waived for an emergency meeting.

3.06. Executive Sessions. Meetings of the Board of Directors and its committees of the Board authorized to act for the Association must be open to the Owners except during executive sessions. The Board of Directors and those committees may hold an executive session only during a regular or special meeting of the Board of Directors or 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, or other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids and proposals, if premature general knowledge of those matters would place the Association at a disadvantage, or
- E. Prevent public knowledge of the matter to be discussed if the Board of Directors or the committee determines that public knowledge would violate the privacy of any person.

3.07. Social Gathering. 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.

3.08. Owner Comment. At each Board of Director's meeting the Board shall provide a reasonable opportunity for Owners to comment regarding any matter affecting the Association.

3.09. Policy Implementation. Policies adopted by the Board following placement of those proposed policies on a Board meeting agenda and allowing for Owner comment may be carried out by the duly appointed committees without additional notice of meeting.

3.10. Validity. Even if any action taken by the Board of Directors is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the Board of Directors for failure to comply with this section may not be brought more than sixty (60) days after the minutes of the Board of Directors of the meeting at which the action was taken are approved or the record of that action is distributed to Owners, whichever is later.

3.11. Proxy Voting. Proxy votes may be accepted for all voting purposes including but not limited to modifications to the Declaration or Bylaws. Proxy votes shall be provided in a form approved by the Board.

ARTICLE IV

POWERS OF THE ASSOCIATION

4.01. The Association. The Association, made up of the Owners acting through the Board of Directors, shall

- A. Adopt and may amend Bylaws and may adopt and amend rules;
- B. Adopt and may amend budgets;
- C. Have the power to require that disputes between the Association and Owners, or between two or more Owners regarding the Association, be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of judicial proceedings.
- D. Promptly provide notice to the Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of rules, covenants or declarations of restrictions, or to recover unpaid assessments or other sums due the Association.
- E. Establish a reasonable method for Owners to communicate among themselves and with the Board of Directors concerning the Association.

F. Have the power to suspend any right or privilege of an Owner that fails to pay an assessment, but **may not**:

- i. Deny a unit owner or other occupant access to the owner's unit,
- ii. Suspend an Owner's right to vote except involving issues of assessments and fees,
or
- iii. Withhold services provided to a Lot or Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

G. Have all other powers that may be exercised in this state by organizations of the same type as the Association.

4.02. Enforcement Powers. The Board of Directors may determine whether to take enforcement action by exercising the Association's powers to impose sanctions or commencing an action for a violation of the Declaration, Bylaws, and rules including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Board of Directors does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- 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. Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- D. It is not in the Association's best interest to pursue an enforcement action.

The Board of Director's decision not to 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 of Directors may not be arbitrary or capricious in taking enforcement action.

ARTICLE V

BOARD OF DIRECTORS

5.01. Powers and Limitations. The Association shall have a Board of Directors created in accordance with its Declarations and Bylaws. Except as otherwise provided in the Declaration and the Bylaws, the Board acts on behalf of the Association. The Board may not, without Association approval:

- A. Amend the Declaration except as provided by law other than amendments as provided by Kansas Uniform Common Interest Owner's Bill of Rights Act, as set forth in K.S.A. 58-4601 et seq.;
- B. Amend the Bylaws;
- C. Terminate the Association,
- D. Elect members of the Board of Directors, but may fill vacancies in its membership for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Board of Directors' members;
- E. Determine the qualifications, powers, duties, or terms of office of Board of Directors' member.
- F. Amend or make changes to the design review committee guidelines or any appointed committee guidelines.
- G. Employ a manager. The Board may solicit bids from time to time to employ a

manager(s), independent contractors or other employees as it deems necessary to carry out the prescribed duties of the Board.

H. Purchase any items exceeding \$500.00, or over and above routine maintenance.

5.02. Number of Board Members. Until otherwise determined by the Association, the affairs of the Association shall be managed by a Board of Directors of not less than five (5) identified individuals (Directors).

A. No two members of the same household may serve on the board.

5.03. Term of Office. Directors shall serve two (2) year staggered terms and shall be elected at the annual meeting by the members of the Association and until their successors are duly elected and qualified or until their earlier death, resignation, or removal.

5.04. Removal. At any meeting specifically called for such purpose, any one Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor. Any Director absent from three (3) consecutive Board meetings shall be considered to have vacated his/her position on the Board, and at the conclusion of the third meeting will automatically be deemed to have resigned such position. An individual who has resigned is not eligible for reappointment to the Board by the remaining members, but may be reelected to the Board by a majority vote of the members at the next regularly scheduled election for an open position.

5.05. Compensation. No member of the Board of Directors shall receive compensation for any service he or she may render to the Association. A Board member may be reimbursed for his/her actual expenses incurred in the performance of his/her duties after providing written documentation of such expenses and after receiving approval by the Board.

5.06. Duties necessary to implement adopted policy. Board members serving on committees shall have the right to meet and implement duties and tasks associated with such committee(s) in accordance with adopted policies approved by the Association.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be determined by the Board, but no less than two (2) times annually other than the annual meeting of the membership as a whole.

6.02. Special Meetings. Special meetings of the Board may be held when called by the Board President of the Association, or any two (2) Directors, after not less than ten (10) days' notice. See Article III, Section 3.05, Notice of Meetings.

6.03. Quorum. A quorum for a meeting of the Board of Directors shall be three, and approval of all matters before the Board shall require approval by a majority of the quorum present.

6.04. Protocol. Meetings of the Board shall be conducted in accordance with Robert's Rules of Order, Newly Revised.

ARTICLE VII

NOMINATION AND ELECTION TO THE BOARD OF DIRECTORS

7.01. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee appointed by the Board President with the consent of the Board. The nominating committee shall consist of Owners and shall be appointed at least forty-five (45) days prior to the annual meeting, but no more than sixty (60) days prior, and shall serve until the appointment of a new nominating committee before the next annual meeting. The first nominating committee shall be appointed in conformance with this Article

except in advance of a special meeting called specifically to elect the Board of Directors to replace the initial director. The nominating committee shall select one of its members to serve as chair. The nominating committee shall submit as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall also be received from the floor at the annual meeting. Nominees shall be Owners of the Association.

7.02. Election. The election of the Board shall take place at the Annual Meeting by members of the Association. The nominating committee shall present the list of nominees by name, and following any additional nominees from the floor, the Board Chair shall call for a show of hands by the membership of the Association as a whole of those in favor, or opposed, to the nominees. A majority of the votes cast shall determine the outcome.

7.03. Staggered Terms. The initial election of directors shall provide for three (3) directors (President, Vice-President, and Secretary) to be elected to a one (1) year term, and two (2) directors (Treasurer and Board Member At-Large) to be elected to a two (2) year term. As these initial director's terms expire their replacements shall be elected for two (2) year terms as provided by Article V, Section 5.03.

ARTICLE VIII

DUTIES OF THE BOARD

8.01. Board Duties. It shall be the duty of the Board of Directors acting on behalf of the Association to:

A. Cause to be kept a complete record of all its acts and corporate affairs and make all records available to Association members as provided in Article XI of these Bylaws.

B. Supervise all officers, agents, and employees of the Association and to determine their duties are properly performed.

C. Fix the amount and provide written notice of the annual assessment against each Home Owner of the Association as provided in Article XIII of these Bylaws

D. Procure and maintain adequate liability and hazard insurance on common areas owned by the Association.

E. Cause the common areas to be maintained.

F. Cause an independent annual review of the books maintained by the accountant employed by the HOA.

G. Cause an annual review of the Asset Inventory, the Investment Portfolio and the Strategic Plan.

H. Enter into contracts or agreements necessary to provide for the maintenance, utilities, personnel, and other necessities associated with managing the Association.

I. Promulgate orders and resolutions as permitted by the Declaration, Articles, and Bylaws.

J. Create committees as necessary.

K. Approve the selection of Members of the Association to any committee deemed appropriate by the HOA including the design review committee as such is described within the Declaration, Articles, and Bylaws.

ARTICLE IX

DUTIES OF THE OFFICERS

9.01. Officer Duties. The duties of the officers of the Board of Directors are as follows:

A. President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall nominate members to Association committees for ratification by the Board, shall sign instruments and promissory notes; and shall cosign all checks exceeding \$ 500.00. Annually register the corporation with the Kansas Secretary of State naming such President as the registered agent unless the Board shall approve an alternative registered agent, and shall exercise and discharge such other duties as may be required of him or her by the Board. Terms of office as President shall be limited to two consecutive, after which a Director shall be ineligible for the position for a minimum of two (2) years.

B. Vice-President. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act. Terms of office as Vice- President shall be limited to two consecutive, after which a Director shall be ineligible for the position for a minimum of two (2) years.

C. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the corporation; if any, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of its members; shall keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board. Board meeting minutes should be submitted to members of HOA within 10 days after meeting is held. Terms of office as Secretary shall be limited to two consecutive, after which a Director shall be ineligible for the position for a minimum of two (2) years.

D. Treasurer. The treasurer may work directly with an accountant as selected by the Board to complete the technical components of the position. The treasurer shall sign all checks and promissory notes of the Association; prepare an annual budget in conformance with K.S.A. 58-4620; prepare periodic statements of income, expenditures and fund balances to be presented and made available to all Board and Association Members at the Annual meeting. Terms of office as Treasurer shall be limited to two consecutive, after which a Director shall be ineligible for the position for a minimum of two (2) years.

E. Board Member At-Large. The Board Member At-Large does not have a specific list of duties. Rather they serve the board's strategic needs as determined by the president at any given time. The Board Member-At-Large may have various responsibilities and projects – short or long-term – during their elected two-year term. Terms of office as Member At-Large shall be limited to two consecutive terms, after which a Director shall be ineligible for the position for a minimum of two (2) years.

ARTICLE X

COMMITTEES

10.01. Committee Appointments. The Board of Directors shall ratify nominations of committee appointments as presented by the President to all committees created by the Board to carry out the policies of the Association. Nominations may be rejected if the Board states its reasons for objection on the record, and such objections are not arbitrary and capricious. Committees of the Association shall include the Design Review Committee and nominating committee as provided in Section 8.1 of the Declarations, and these Bylaws. The Board may create additional committees as deemed appropriate in carrying out its duties. No Member may serve upon any committee for longer than two consecutive terms. After becoming ineligible to serve upon any Association committee a Member shall again become eligible to serve upon such committee after a period of no less than one year of not having served upon such committee.

A. Terms of office as a Design Review Committee member shall be limited to two consecutive, after which a Design Review Committee member shall be ineligible for the position for a minimum of two (2) years.

ARTICLE XI

RECORDS

11.01. Maintenance of Records. The Board, acting on behalf of the Association, shall retain the following for five (5) 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 except executive sessions.

C. The names of Owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order, including number of votes each owner is entitled to cast.

D. The original or restated organizational documents including the Declaration, Articles, Bylaws and all rules currently in effect.

E. All financial statements and tax returns of the Association for the past three (3) years.

F. A list of the names and address of current Board of Director members and officers.

G. The most recent annual report, if any, as delivered to the Kansas Secretary of State.

H. Copies of current contracts to which the Board is a party.

I. Record of Board of Director or committee actions to approve or deny any request for design or architectural approval from Owners.

J. All ballots, proxies and other records relating to voting by Owners for one year after the election, action or vote to which they pertain.

11.02. Records Availability. All records, except for those being withheld, shall be available during reasonable business hours at a mutually convenient location for inspection and copying by the owners or their agents upon ten (10) days written notice reasonably identifying the specific records of the association being requested. Board members or their agent are not obligated to compile or synthesize information. A reasonable fee may be charged for copying. No original documents may be removed from the Board's control unless under subpoena and advice of counsel.

11.03. Records NOT Available.

A. Personnel, salary or medical records

B. Commercial contracts being negotiated.

C. Documents relating to existing or potential legal proceedings.

D. Documents relating to existing or potential governmental enforcement actions.

E. Communications with legal counsel.

F. Records of executive sessions of the Board of Directors.

G. Individual owners' files, and

H. Any document that the disclosure of which would violate some other law.

ARTICLE XII

RULES

12.01. Adoption of Rules. Prior to the adoption amending or repealing of any rules, the Board shall

notify the Owners of its intent and provide the text of the rule and the date on which the proposed action will be considered. Following the adoption, amending or repealing of rule(s) the Board shall provide owners with a copy of the text of the adopted, amended or repealed rule(s). The Board may adopt the following rules:

- A. Rules regarding construction, design, and aesthetic standards.
- B. Rules governing the time, place and manner of assembly on common areas.
- C. Rules of behavior for owners to implement provisions of the Declaration or to regulate behavior that adversely affects the use and enjoyment of other Owners or the common areas.
- D. Any other rule that may be necessary and reasonable.

Any rule adopted by the Board may be repealed by action of the Membership as a whole at a regular meeting. Such rule shall not be readopted by the Board without approval by the Membership as a whole at a regular meeting.

ARTICLE XIII

BUDGETS AND ASSESSMENTS

13.01. **Budget.** The Board of Directors shall propose and adopt an annual budget for the Association. Prior to adoption:

- A. All home owners shall receive notice at least thirty (30) days in advance of adoption;
- B. A copy of the proposed budget shall be made available to any Owner upon request;
- C. Owners shall be given a reasonable opportunity to comment on the proposed budget before the Board takes formal action.

13.02. **Assessments.** As more fully provided in the Declaration, each member is obligated to pay annual and special assessments to the Association which is secured by a continuing lien on the property against which the assessment is made. Any assessments which are not paid when due shall be deemed delinquent. If the assessment is not paid with thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, as provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the common areas or abandonment of his or her lot or home.

13.03. **Special Assessments.** The Board of Directors may propose a special assessment at any time. The same procedure as is provided in Section 13.02 above shall be followed for any proposed special assessment.

13.04. **Emergency Assessment.** The Board of Directors, by two-thirds (2/3) vote, may propose, and pass, an emergency assessment without following the procedure described in Section 13.01 above, provided:

- A. Notice is given to all home owners; and
- B. The emergency funds shall be spent only for the purposes described in the vote for an emergency assessment.

ARTICLE XIV

FISCAL YEAR

14.01. **Fiscal Year.** The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year commencing January 1, 2015.

ARTICLE XV

LIABILITY AND INDEMNIFICATION

15.01. No Liability. No director or officer shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from his or her performance or nonperformance of his or her duties or function provided for herein, except for misappropriation of funds.

15.02. Indemnification. Each officer and director of the Association shall be indemnified by the Association and Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or fraud, as it relates to the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

A. TO THE EXTENT ALLOWED BY LAW AND EQUITY, THE ASSOCIATION AND BOARD SHALL HAVE NO LIABILITY HEREUNDER TO ANY OWNER, FORMER OWNER OR PROSPECTIVE OWNER FOR CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES IN ANY EVENT.

15.03. No Fiduciary Relationship. To the extent permitted by law, nothing contained in these By-Laws of the Association, or the Declaration, and no action taken by the Association, its Board members, officers, employees, consultants, or directors thereof or any Design Review Committee member, nor any other members of committees of the Association, pursuant to these By-Laws shall create or be construed to create a trust of any kind or any fiduciary relationship between the Association, its successors or assigns, or any of the Board members and any Member, Owner, or any other persons.

ARTICLE XVI

AMENDMENTS

16.01. Notice. Notice of any amendment to these Bylaws shall be accomplished in conformance to the requirements of these Bylaws. Notice of the subject matter on a proposed amendment shall be included in the notice of any meeting at which proposed amendment is to be considered.

16.02. Resolution. A resolution adopting a proposed amendment to these Bylaws may be proposed by the Board of Directors or by members of the Association. Amendments must be approved by at least two-thirds (2/3) of the entire membership of the Board and by not less than fifty-one (51%) percent of the members voting for an amendment. Amendments to Bylaws may only take place at a regular or special meeting to of the Membership as a whole.

16.03. Effective. A copy of each amendment shall be certified by the President and Secretary of the Board as having been duly adopted and shall be effective as of the date of the vote approving the same.

16.04. Conflict. In the event of a conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

MISC.

17.01. Any structures, items, sign, decorations, etc., installed or removed in the Commons Areas must have Board approval prior to installation or removal.

17.02. Fishing in the Common Area shall be limited to association members and their accompanied guests. All guests must be accompanied by an association member.

IN WITNESS WHEREOF, the undersigned, in conformance with the attached list of Owner signatories,

certify the adoption of these Bylaws effective this ____ day of _____, 2017.

By _____
Timber Creek Estates, Interim President
Initial Director

SIGNATORIES TO BYLAWS

By signing below, the following identified Owners agree that they have been provided a copy of the above **BYLAWS OF TIMBER CREEK ESTATES ADDITION HOMEOWNERS ASSOCIATION, INC.**, and have read and agree to such Bylaws.

Name and Address of Owner	Lot(s) owned within Timber Creek Estates Addition	Signature of Owner
HOFFMAN RICK 6611 E CENTRAL PARK AVE BEL AIRE, KS 67226-7609	Lot 1, Block A	
COX WALTER & RACHEL 118 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 2, Block A	
HERBST ABE & MARY 126 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 3, Block A	
KILTAU DONALD K & VIRGINIA L 214 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 4, Block A	
LONG RICHARD C & SHARON R 234 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 5, Block A	
JACOBS NATHAN LEE 244 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 6, Block A	
CADY ENID 250 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 7, Block A	
MEDLAM ADAM R 270 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 8, Block A	
ROSENHAGEN MARK & KRISTINE 300 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 9, Block A	
HAYES PHILLIP M & AMY M 316 TIMBER CREEK HAYSVILLE, KS 67060	Lot 10, Block A	
BATSON DONALD W & CAROLYN S 328 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lots 11 & 12, Block A	
HUMMEL FORREST JR & JANEY REV TR 356 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 13, Block A	
HUMMEL JANEY 356 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 14, Block A	
HUMMEL FORREST L & KRISSY D 1410 E LONNA HAYSVILLE, KS 67060	Lots 15-17, Block A	

SIGNATORIES TO BYLAWS

By signing below, the following identified Owners agree that they have been provided a copy of the above **BYLAWS OF TIMBER CREEK ESTATES ADDITION HOMEOWNERS ASSOCIATION, INC.**, and have read and agree to such Bylaws.

Name and Address of Owner	Lot(s) owned within Timber Creek Estates Addition	Signature of Owner
TRUDO VICTOR & KRISTIE L 121 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 1, Block B	
KONDO RONNIE L & VENESSA A 133 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 2, Block B	
JTCE PROPERTIES LLC 739 N MURRAY ST WICHITA, KS 67212	Lot 3, Block B	
STEWART DWANE E JR & ANDREA E 1317 JUBILEE ST HAYSVILLE, KS 67060	Lots 4 & 5, Block B	
MASON SHANNON PO BOX 132 ANTHONY, KS 67003	Lot 6, Block B	
MASON SHANNON PO BOX 132 ANTHONY, KS 67003	Lot 7, Block B	
JONES DANIEL E & CONNIE E 172 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lots 8 & 9, Block B	
DARBYSHIRE MIKE & JACQUE 166 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 10, Block B	
COLE JEFFERY L 154 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 11, Block B	
LEDBETTER GARRY & WANDA 146 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 12, Block B	
SMITH PAUL J & PEGGY J 138 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 13, Block B	
BLAKENSHIP MARVIN & DONNA 132 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 14, Block B	
CRISLER TODD & STEPHANIE 128 E TIMBER CREEK CT HAYSVILLE, KS 67060	Lot 15, Block B	

SIGNATORIES TO BYLAWS

By signing below, the following identified Owners agree that they have been provided a copy of the above **BYLAWS OF TIMBER CREEK ESTATES ADDITION HOMEOWNERS ASSOCIATION, INC.**, and have read and agree to such Bylaws.

Name and Address of Owner	Lot(s) owned within Timber Creek Estates Addition	Signature of Owner
PALOVIK STEPHEN M 1829 S EXCHANGE WICHITA, KS 67213	Lot 16, 22 & 23, Block B	
LEBRUN STEPHEN S & STEPHANIE R 255 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 17, Block B	
TIFFANY DAWN M 295 E TIMBER CREEKS ST HAYSVILLE, KS 67060	Lot 18, Block B	
KONKEL SAMUEL P & DE ANN R 309 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lot 19, Block B	
LEHNHERR BARNEY & SUSAN 325 E TIMBER CREEK ST HAYSVILLE, KS 67060	Lots 20 & 21, Block B	
ARMSTRONG BRUCE, CHAIRMAN HAYSVILLE LAND BANK 200 W GRAND AVE HAYSVILLE, KS 67060	Lots 18-41, Block A Lots 24-38, Block B	