

**AMENDED AND RESTATED BYLAWS
EDGEWOOD OF LEAWOOD TOWN CENTER ASSOCIATION**

ARTICLE I General

Section 1. Name. The name of the Association is Edgewood of Leawood Town Center Association.

Section 2. Not for Profit. The Association is a corporation not organized for profit, and no dividends shall be declared by the Board of Directors nor shall any part of the net earnings or income of the Association be distributed to its members.

Section 3. Principal Office. The principal office of the Association shall be located at the offices of the managing agent for the Association, 11600 W. 127th Terrace, Overland Park, KS 66213 or at such other place in Johnson County, Kansas, as may be designated from time to time by resolution of the Board of Directors.

Section 4. Other Offices. The Association may also have offices at such other places both within and without the State of Kansas as may be designated from time to time by resolution of the Board of Directors.

ARTICLE II Membership and Voting Rights

Section 1. Members. The term "member" shall mean a person holding a membership in the Association as provided in this Section 1 and in Section 2 of this Article. Each Owner shall, upon acquisition of fee simple title to any Lot within the District, automatically become a member of the Association. Each Lot is entitled to one membership.

Section 2. Membership of Multiple Owner. If an Owner is comprised of more than one person or entity, they shall designate one of their number to hold the Association membership, which person must be (a) an individual who is an Owner, or (b) if the Owner is or includes a partnership, an individual who is a partner, or (c) if the Owner is or includes a corporation, an officer of the corporation, or (d) if the Owner is or includes a trust, an individual who is a trustee or beneficiary of the trust, or (e) if the Owner includes a limited liability company or an association, an individual who is a member of the limited liability company or association. Each such Owner shall give notice to the Association of the name and address of the individual who will hold the Association membership for such Owner.

Section 3. Transfer of Memberships. A membership in the Association shall not be transferred, pledged or alienated in any way except as expressly provided in the Declaration and these Bylaws. Membership in the Association shall automatically be transferred to the new Owner upon the transfer of fee simple title to the Lot or Lots to which the membership appertains, whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring Fee simple title to such Lot or Lots. 2

Section 4. One Vote Per Membership. Each membership in the Association (as provided in Sections 1 and 2 of this Article) shall have one vote in the Association, which vote shall be exercised in person or by proxy by the Owner (or the person designated by an Owner comprised of more than one person and/or entity to hold such Owner's membership). Proxies can either be directed or undirected, are valid only for the meeting at which cast, and must be dated and not revocable. A spouse of a member may vote in the absence of the Member, and a spouse is eligible to serve on the Board of Directors. Section

5. Mortgagees. Notwithstanding the provisions of Section 4 of this Article, if an Owner has granted an irrevocable proxy or otherwise pledged the voting rights appurtenant to such

Owner's membership in the Association to a mortgagee as additional security, the votes of such mortgagee shall be recognized if a copy of the proxy or other instrument pledging such voting rights has been provided to the Association. If more than one such instrument is provided, the Association shall recognize the rights of the mortgagee under the instrument first provided. During the pendency of any proceeding to foreclose a mortgage (including any period of redemption), the mortgagee, or a receiver appointed in any such action, may (but need not), if and to the extent permitted by such mortgage or by the other documents evidencing or securing the loan secured by such mortgage, exercise any or all of the rights and privileges of the Owner under the Declaration and these Bylaws, including the right to exercise the voting rights appurtenant to such Owner's membership in the Association in the place and stead of the Owner.

Section 6. Members of Record. A member shall not be deemed a "member of record" and shall not be entitled to vote on any matter unless and until the Association has received notice of such member's name and address. The Association shall have no duty or obligation to examine the real estate records or otherwise investigate or determine who are the Owners of Lots within the District at any time, but may, upon receipt of notice of a member's name and address, request evidence of ownership of fee title to the Lot or Lots to which membership pertains. Section

7. Default under Declaration. The Board shall have the power to suspend any right or privilege of a member who fails to pay an assessment. The voting rights of any member who fails to pay an assessment shall not be entitled to vote on matters involving assessments and fees, during the continuance of such default. The determination of whether any member is so in default, and the time period during which such default exists, shall be made by the Board of Directors.

ARTICLE III Meetings and Actions of Members

Section 1. Annual Meetings. The annual meeting of the members shall be held during the fourth quarter of each year on such date as shall be set from time to time by the Board of Directors for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. A special meeting of the members may be called at any time, for any purpose or purposes, by the President, by the Board of Directors, or upon the written request of not less than one half of the members in number. Such request of the members shall state the purpose or purposes of the proposed meeting, and business transacted at any special meeting of the members shall be limited to the purposes stated in the notice of such meeting.

Section 3. Place of Meetings All meetings of the members shall be held at such place or places as may from time to time be fixed by the Board of Directors, or as shall be specified in the notices or waivers of notice thereof.

Section 4. Notice of Meetings. Notice of each meeting of the members, stating the place, day and hour of the meeting and, in the case of a special meeting the purpose or purposes for which the meeting is called, shall be personally delivered or sent by first class mail or electronic mail not less than 10 nor more than 60 days before the date of the meeting to each member of record entitled to vote at such meeting.

Section 5. Waiver of Notice. Any notice provided or required to be given to the members may be waived in writing by any of them, whether before or after the time of the meeting with

respect to which such notice was to be given. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting except where the member attends the meeting for the express purpose of objecting to the transacting of any business on the ground that the meeting is not properly called or convened.

Section 6. Membership List. The officer or other person designated by the Board of Directors who has charge of the membership records of the Association shall prepare, at least 10 days before each meeting of the members, a complete list of the members of record, arranged in alphabetical order, and showing the address of each such member. Such list shall be open to the examination of any member, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any member who is present. The membership list shall be the only evidence as to who are the members of record entitled to examine the same or the books of the Association or to vote in person or by proxy at any meeting of the members.

Section 7. Quorum. At any meeting of the members 20% of the members of record in person or by proxy, shall constitute a quorum, but less than a quorum shall have the right to adjourn the meeting to a specific date not longer than 90 days after such adjournment. Notice of such adjourned meeting shall be given to members of record then entitled to vote who are not present at the meeting, in the manner provided in Section 4 of this Article.

Section 8. Action at Meetings. When a quorum is present at any meeting of the members the majority of the number of the members of record then entitled to vote who are present in person or by proxy shall decide any question brought before such meeting for a vote, unless the question is one upon which an express provision of the laws of the State of Kansas or the Association's Articles of Incorporation requires a different vote, in which case such express provision shall govern and control the decision on such matter. No member, other than a member of the Board of Directors may cast undirected proxies representing more than 15% of the votes in the Association.

Section 9. Action Without a Meeting. Any action required or permitted to be taken by the members may be taken without a meeting if a consent or agreement in writing, setting forth the action so taken or approved, shall be signed by a majority in number of the members of record 4 then entitled to vote with respect to the subject matter thereof. Such agreement or consent shall be filed in the minute book of the Association.

Section 10. Members' Right of Inspection. Any member of record, in person or by an attorney or other agent, upon ten (10) days' written notice to the Association shall have the right during usual business hours to inspect, for any purpose reasonably related to such person's interest as a member, the Association's Bylaws, membership list, books of account, records of the proceedings of the members and directors, and the Association's other books and records, and to make copies or extracts therefrom. When an attorney or other agent is the person who seeks to inspect any of such books or records, the demand to the Association shall be accompanied by a power of attorney or other written authorization to act on behalf of the member.

ARTICLE IV Directors

Section 1. Management. All powers of management, direction and control of the Association, its properties and business affairs shall be vested in a Board of Directors who must all be members of the Association or a spouse of a member of the Association.

Section 2. Number. The initial number of directors which shall constitute the Board shall be seven (7). The number of directors may be changed by an amendment of these Bylaws adopted in the manner provided in Article X hereof. The Board shall be divided into three (3) classes: (A) a class initially consisting of three (3) directors ("Class I"), the initial term of which shall expire at the first annual meeting of the members to be held after the date of adoption of these amended Bylaws; (B) a class initially consisting of two (2) directors ("Class II"), the initial term of which shall expire at the second annual meeting of the members to be held after the date of adoption of these amended Bylaws and (C) a class initially consisting of two (2) directors ("Class III"), the initial term of which shall expire at the third annual meeting of the members to be held after the date of adoption of these amended Bylaws, with each class to hold office until its successors are elected and qualified. At each annual meeting of the stockholders of the Association, the successors of the members of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the third succeeding annual meeting of the members. The Board shall identify which members are within the above classes prior to the date of the first annual meeting of the members held after the date of adoption of these amended Bylaws.

Section 3. Selection. The directors shall be elected by the members of the Association at the annual meeting of the members, Or, in the case of vacancies on the Board of Directors, selected in the manner provided in Section 4 of this Article.

Section 4. Vacancies. Any vacancies, however created, and any newly created directorships resulting from an increase in the number of directors, shall be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and each director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced as provided in this Article. If there are no directors in office, then either (a) any officer or any member of the Association may call a special meeting of the members, in accordance with the provisions of Section 2 of Article IV hereof, for the purpose of electing directors, or (b) the members may elect a new Board of Directors by written consent as provided in Section 9 of Article IV, and each director So chosen shall hold office until the next 5 annual election and until his or her successor is duly elected and qualified, unless sooner displaced as provided in this Article

Section 5. Removal. Association members may remove any director or officer who was elected by the members at a special meeting of the Association called for this purpose during which the director or officer being considered for removal must have a reasonable opportunity to speak before the vote.

Section 6. Resignation. Any director may resign at any time upon written notice to the Association. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Association, and the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Compensation. No director shall receive compensation for the services he or she may render to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties as a director.

ARTICLE V Meetings and Actions of Directors

Section 1. Annual Meetings. The annual meeting of the Board of Directors shall be held during the fourth quarter of each year on such date as shall be set from time to time by the Board of Directors. The annual meeting of the Board of Directors shall be held following the annual meeting of the members, at the place where such meeting of the members is held or at such other place as may be selected by the directors.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, any Vice President, the Secretary or any director. A special meeting may be held at any place within or without the State of Kansas as designated in the notice of such meeting.

Section 3. Notice of Special Meetings. Written or electronic notice of each special meeting of the Board of Directors, stating the place, day and hour of the meeting, shall be delivered to each director and member at his or her email address, by mail, facsimile or hand deliver to their residence or place of business at least five (5) days before the day on which the meeting is to be held. The notice may be given by any person having authority to call the meeting as provided in Section 2 of this Article. Any meeting of the Board of Directors shall be deemed properly called and convened without any notice thereof having been given if all directors shall be present.

Section 4. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them, whether before or after the time of the meeting with respect to which such notice was to be given. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where the director attends the meeting for the express purpose of objecting to the transacting of any business because the meeting is not properly called or convened.

Section 5. Quorum. At any meeting of the directors, a majority of the directors then holding office shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Action at Meetings. When a quorum is present at any meeting of the directors, the vote of a majority of the directors present at such meeting shall be the act of the Board of Directors.

Section 7. Action Without a Meeting. Any action by the directors may be taken without a meeting if a consent or agreement in writing setting forth the action so taken or approved, shall be signed by a majority of the directors then holding office. Such agreement or consent shall be filed in the minute book of the Association.

Section 8. Conference Telephone and Similar Communications. Any director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall be deemed to constitute presence in person at such meeting.

ARTICLE VI Officers

Section 1. Selection. The officers shall be elected by the Board of Directors at each annual meeting, or at such other times as the Board deems necessary or appropriate. Such officers shall include a President, a Secretary and a Treasurer and may also include a Vice President and such other officers and assistant officers as the Board of Directors may from time to time determine. Any number of offices may be held by the same person. Officers must be members of the Association or spouses of members.

Section 2. Duties. The officers of the Association shall have the following duties:

President

The President shall be the chief executive and operating Officer of the Association, with general executive powers and duties of supervision and management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried out. The President shall execute all contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association except when the execution thereof is expressly delegated by these Bylaws or by the Board of Directors to some other officer or agent of the Association. The President shall preside at all meetings of the members and directors at which the President is present, and shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws.

Vice President

The Vice President shall perform such duties and have such powers as the Board of Directors may from time to time prescribe or which the President may from time-to-time delegate. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall execute contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association and shall preside at all meetings of the members and Directors, except that if the Vice President is not available to preside at a meeting of the Board of Directors, the President shall designate a member of the Board to so preside.

Secretary and Assistant Secretary

The Secretary or Assistant Secretary shall record all proceedings of the Board of Directors and the members in a book to be kept for that purpose and shall perform like duties for committees when required. The Secretary may also give, or cause to be given, notices of all meetings of the members and special meetings of the Board of Directors, and shall keep, or cause to be kept, a list of members of record, and shall perform such other duties as may be prescribed by the Board of Directors or which the President may from time-to-time delegate. The Secretary, or such other person as the Board of Directors designates, shall have custody of the corporate seal of the Association and shall have authority to affix the seal to any instrument requiring it. The Secretary or an Assistant Secretary may attest any document or instrument signed by the President, Vice President or other authorized person on behalf of the Association.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or, if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform

such other duties and have such other powers as the Board of Directors may from time to time prescribe, or which the President may from time to time delegate.

Treasurer and Assistant Treasurer

The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. Subject to the provisions of this Article, the Treasurer shall disburse the funds of the Association, keeping appropriate records of such disbursements, and shall render to the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Association. If required by the Board of Directors, the Treasurer, or any Assistant Treasurer, shall give the Association a bond (which shall be renewed as often as the Board of Directors requires), in such amount and with such surety or Sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of this office.

The Assistant Treasurer

Or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (Or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe, or which the President may from time to time delegate.

Section 3. Vacancies.

Any vacancies, however created, and any newly created offices, shall be filled by the Board of Directors, and each officer so chosen shall hold office until the next annual election, unless sooner displaced as provided in this Article, and until his or her successor is duly chosen and qualified.

Section 4. Removal.

All officers shall serve at the pleasure of the Board of Directors, and any one or more officers may at any time be removed from office, with or without cause, by the Board of Directors.

Section 5. Resignation. Any officer may resign at any time upon written notice to the Board of Directors. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Board of Directors and the election and qualification of the resigning officer's successor, and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Compensation. The compensation of all officers of the Association shall be as fixed by the Board of Directors from time to time.

Section 7. Certification of Amendments to Declaration. The President, Vice-President or Secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

ARTICLE VII Committees

Section 1. Design Review Committee. The Association shall have a Design Review Committee consisting of three persons appointed, removed and replaced from time to time by the Board of Directors. The Design Review Committee shall have the rights, powers, duties and obligations set forth in the Declaration.

Section 2. Other Committees. The Association may have such other committees as may be deemed necessary or desirable from time to time, the members of which shall be appointed and shall have such rights, powers, duties and obligations as shall be determined, by the Board of Directors.

ARTICLE VIII Notices; Record Date

Section 1. Written Notice. Except as may be otherwise required by the laws of the State of Kansas, all notices to Directors and members of record shall be in writing and given in the manner provided in these Bylaws.

Section 2. Waiver. Whenever any notice is required to be given by the laws of the State of Kansas or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 3. Record Date. The Board of Directors shall have the power to establish a date which is not more than 60 days preceding the date of any meeting of members of the date established for the making of any decision by the members without a meeting, as the record date for determination of who are the members of record entitled to vote thereon; and if the Board of Directors establishes such a record date, then only the persons who are members of record on such date shall be entitled to notice of and to vote at such meeting or any adjournment thereof or to vote on any such decision (subject, however, to all of the other provisions of these Bylaws regarding voting rights).

ARTICLE IX Amendments

These Bylaws may be amended, altered or repealed by a majority vote of the members of record who are present in person or by proxy at any meeting of the Association then entitled to vote. No amendment shall be contrary to or supersede the provisions of the Declaration or the Articles of Incorporation.

ARTICLE X Indemnification

Generally. The Association shall have the power, in accordance with the provisions of this Article, to indemnify any Director, officer, employee or agent of the Association, each member of the Design Review Committee and of any other committee, by reason of its appointment or removal of or control over any of such other persons (each of the foregoing being herein called an "Indemnified Person"), who was or is a party, or is threatened to be made a party, to any threatened, pending on completed action, suit or proceeding, whether civil, criminal, administrative or investigative (an "Action"), against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with such action, suit Or proceeding, including attorneys' fees (collectively, "Expenses").

Section 1. Non-Derivative Actions. With respect to an Indemnified Person who was or is a party, or is threatened to be made a party, to any Action, other than an action by or in the right of the Association, by reason of the fact that the Indemnified Person is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, partner or agent of another corporation, partnership, joint venture, trust or other enterprise, the Association may so indemnify the Indemnified Person if the Indemnified Person acted in good faith and in a manner the Indemnified 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 the Indemnified Person's conduct was unlawful. The termination of any Action by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Association, nor, with respect to any criminal action or proceeding, shall any such termination, of itself, create a presumption that the Indemnified Person had reasonable cause to believe that the Indemnified Person's conduct was unlawful.

Section 2. Derivative Actions. With respect to any Indemnified Person who was or is a party, or is threatened to be made a party, to any Action by or in the right of the Association to procure a judgment in its favor by reason of the fact that the Indemnified Person is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, the Association may so indemnify such Indemnified Person if the Indemnified Person acted in good faith and in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnified Person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such Action was brought shall determine upon application that, despite the adjudication of liability, 10 but in view of all the circumstances of the case, the Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Committee Members With respect to any Indemnified Person who was or is a party, or is threatened to be made a party, to any Action by reason of the fact that the Indemnified Person is or was a member of the Design Review Committee or any other committee, , the Association shall so indemnify such Indemnified Person if the Indemnified Person did not act, fail to act or refuse to act willfully, in a grossly negligent manner or with fraudulent or criminal intent in the performance of the Indemnified Party's duties or in the exercise of its rights or powers.

Section 4. Amount of Indemnification. To the extent that an Indemnified Person has been successful on the merits or otherwise in defense of any Action referred to in Section 1, 2 or 3 of this Article, or in defense of any claim, issue or matter therein, the Indemnified Person shall be indemnified against Expenses actually and reasonably incurred in connection therewith.

Section 5. Standards for Discretionary Indemnification. Any indemnification of an Indemnified Person by the Association pursuant to Section 1, 2 or 3 of this Article, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnified Person is proper in the circumstances because the Indemnified Person has met the applicable standard of Conduct set forth in Section 1, 2 or 3 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable,

should a quorum of disinterested Directors so direct, by independent legal counsel in a written opinion, or (c) by the members.

Section 6. Advance of Expenses. Expenses incurred by a Director, officer, or any member of the Design Review Committee or any other committee in defending an Action may be paid by the Association in advance of the final disposition of such Action, upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to be indemnified by the Association as authorized in this Article. Such Expenses Incurred by other employees or agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.