

BYLAWS
OF
AUBURN HILLS SWIMMING
FACILITY MASTER ASSOCIATION

ARTICLE I
General

1.1. Office. The business address of this corporation shall be 12602 West 13th North, Wichita, Sedgwick County, Kansas 67235, or such other address as shall be determined by the Board.

1.2. Fiscal Year. The fiscal year of this corporation shall be the calendar year.

ARTICLE II
Definitions

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended.

2.2. "Auburn Hills Swimming Facility" shall mean and refer to the Auburn Hills Swimming Facility as defined in the Declaration.

2.3. "Association" shall mean and refer to Auburn Hills Swimming Facility Master Association, a Kansas nonprofit corporation, its successors and assigns.

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

2.5. "Bylaws" shall mean and refer to the Bylaws of the Association, as they may from time to time be amended.

2.6. "Declaration" shall mean and refer to the Declaration for Master Association Regarding Certain Auburn Hills Swimming Facilities, filed for record in Sedgwick County, Kansas, including such further amendments or annexations thereto as may from time to time be recorded.

2.7. "Developer" shall mean and refer to West Wichita Development, Inc., a Kansas corporation, or any assignees of Developer, and its rights and obligations as Developer under the Declaration.

2.8. "Lot" shall mean each platted lot within the Residential Property; provided, that where land has been attached or detached from any Lot, the enlarged or diminished Lot shall be deemed to be one Lot, that two or more Lots which are combined into a single homesite shall be deemed one Lot, and that, in the event any of the Lots are zoned to permit twin homes, triplexes or

fourplexes to be constructed thereon, following the recording of deed(s) creating separate ownership of each of the respective twin homes, triplexes or fourplexes on such Lot, each twin home, triplex or fourplex and the real property appurtenant thereto shall be regarded as a separate Lot even though not separately platted.

2.9. "Lot Owner" shall mean the party or parties who own fee simple title to a Lot or own that estate or interest with respect to a Lot which is most nearly equivalent to fee simple title.

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

2.11 "Residential Property" shall initially mean and refer to all of the property described as: Auburn Hills Sth Addition to Wichita, Sedgwick County, Kansas, and Auburn Hills 9th Addition to Wichita, Sedgwick County, Kansas, and any additional property which may be annexed to the Residential Property under the Declaration.

2.12 "Stoneleigh" shall mean Stoneleigh Investment Group, Inc., a Kansas corporation, or any assignees of Stoneleigh, and its rights and obligations as Stoneleigh under the Declaration.

A R T I C L E H I

Membership and Meetings

3.1. Membership: Voting Rights. The Lot Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event an Lot Owner shall have entered into a contract to sell his interest in a Lot, during the time such contract is in force, the purchaser shall be considered to be the Member rather than the Lot Owner. The Members, Developer and Stoneleigh shall have the number of votes as each is entitled to exercise under the provisions of the Declaration.

3.2. Annual Members' Meeting. The annual Members' meeting shall be held every year beginning in 2001 for the purpose of electing directors and transacting any other business authorized by the Members, at such location in Sedgwick County, Kansas and at such date and time as designated by the Board.

3.3. Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Board and must be called by the President upon receipt of the written request from Members entitled to cast one-third of the votes of the entire membership.

3.4. Notice of Members' Meetings. Notice of all Members' meetings, stating the time and the place where the meeting is to be held and the purpose or purposes for which the meeting is called, shall be given by the Secretary. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed to him, postage prepaid.

not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. The purpose of such meeting shall be given by affidavit of the Secretary and shall be sufficient proof thereof. Notice of any meeting may be waived in writing, either before or after said meeting.

3.5. Quorum. Except as otherwise required by Kansas corporate law, there shall be no quorum as to the minimum number of persons who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes cast at a meeting duly called hereunder shall constitute the acts of the entire membership, except where approval of a greater number is required by applicable law.

3.6. Proxy. Votes may be cast at any Members' meeting^s either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with the Secretary before the vote of a matter is undertaken by the Members in attendance.

ARTICLE IV Directors, Election, Meetings, Fees

4.1. Number Qualification. The Board shall consist of at least one (1) person but not more than seven (7) persons, who need not be Members of the Association, the exact number to be fixed and determined by the Board, with full authority in the Board to vary said number at any time and from time to time.

4.2. Nominating Committee Nominations. Nominations for election to the Board shall be made by the Nominating Committee, which shall consist of the President and two Members of the Association who shall be appointed by the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting^s of the Members, to serve during such annual meeting and until the next annual meeting or until its successors shall have been duly designated and qualified. Members of the Nominating Committee shall be announced at each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled.

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

A. Directors shall be elected by written ballot of the Members and by plurality of the votes cast at the annual meeting of the Members of the Association. At such meeting, the Members, or their proxies, may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.

B. Except as to vacancies created by the removal of directors by Members, vacancies in the Board occurring between annual meetings^s of Members shall be filled by the remaining directors.

C. Any director may be removed by the vote of a majority of the Members of the Association present, in person or by proxy, at a special meeting of the Members called for that purpose. Any vacancy in the Board so created shall be filled at that same meeting according to the procedures established in the first two sentences of subparagraph A of this Section.

4.4. Term. Each director's term of service shall extend to the next annual meeting of the Members following his election and thereafter until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.5. Organizational Meeting. The organizational meeting of each newly elected Board shall be held within thirty (30) days after its election, at such place and time as shall be fixed by those directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the date set for such meetings.

4.7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given to each director personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.8. Waiver of Notice. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.9. Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration, these Bylaws or applicable law.

4.10. Adjourned Meetings. If at any meeting of the directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.11. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

4.12. Presiding Officer. The presiding officer at all directors' meetings shall be the Chairman of the Board, if such an officer has been elected; if no Chairman of the Board has been

elected, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.13. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE V

Directors' Powers and Duties

5.1. Exercise of Powers. Except as otherwise provided in the Declaration, all of the powers and duties vested in the Association by the Declaration and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration, these Bylaws and applicable law:

A. To select and remove all of the officers, committee members, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, the Bylaws or the Declaration, and to fix their compensation.

B. To conduct, manage and control the affairs and business of the Association and make such rules and regulations (including fines) therefor not inconsistent with law, the Articles, the Bylaws or the Declaration as they deem best, including rules and regulations for the use and operation of Auburn Hills Swimming Facility and any other facilities owned or controlled by the Association.

C. To accept and/or convey title and ownership of Auburn Hills Swimming Facility, improvements and portions thereof.

D. To change the principal office for the transaction of the business of the Association from one location to another within Sedgwick County, Kansas, and to designate any place within such county for the holding of any membership meeting.

E. To initiate in accordance with the Declaration and collect assessments against Members and use the proceeds of assessments in the exercise of their powers and duties, all as provided herein or in the Declaration.

F. To contract and pay for fire, casualty, liability, fidelity, and other insurance adequately insuring the Association and Lot Owners with respect to Auburn Hills Swimming Facility and the affairs of the Association, which may include bonding of the members of any management body.

G. To pay all charges for water, electricity, gas and other utility services for Auburn Hills Swimming Facility.

H. To maintain, repair, preserve, replace and operate Auburn Hills Swimming Facility and improvements thereon.

I. To reconstruct improvements located in Auburn Hills Swimming Facility after casualty and to further improve Auburn Hills Swimming Facility.

J. To enforce the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations adopted by the Board, and the provisions of any agreement to which the Association is a party.

K. To contract for management of Auburn Hills Swimming Facility and delegate to said management all powers and duties of the Association, these Bylaws, or applicable law to have approval of the Board or of the Members of the Association.

L. To borrow money and incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, the Board shall not have the power to borrow money for the Association during any fiscal year in excess of the aggregate sum of, nor to sell during any fiscal year property of the Association having an aggregate fair market value greater than, 10% of the budgeted gross expenses of the Association for the fiscal year in question, without the vote or written consent of the majority of Members who are voting, in person or by proxy, at a meeting duly called for that purpose.

M. To pay any taxes and governmental special assessments which are or could become a lien on Auburn Hills Swimming Facility or any portion thereof.

To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles, these Bylaws, the Declaration and the rules and regulations adopted by the Board. Membership rights and privileges (including voting rights and all use of Auburn Hills Swimming Facility) may be suspended by the Board if a Member, or his family, invitee or licensee, is found to be in violation of the provisions of the Articles, these Bylaws, the Declaration or the rules and regulations adopted by the Board. If the Board believes grounds may exist for any such suspension, the Board shall give to the Member believed to be in violation at least fifteen (15) days' prior written notice of the intended suspension and the reasons therefor. Members shall be given an opportunity to be heard before the Board, either orally or in writing, not less than five (5) days before the effective date of suspension. The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail, sent to the last address of the Member shown on the Association's records. Anything herein stated to the contrary notwithstanding, the Board shall not have the power to suspend any Member's rights of access or utilities to his Lot.

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

P. To prosecute or defend, in the name of the Association, any action affecting or relating to the Association, Auburn Hills Swimming Facility or other property owned by the Association and any action in which all or substantially all of the Lot Owners have an interest concerning the Auburn Hills Swimming Facility.

Q. To delegate any of their powers hereunder to others, including committees, officers and employees.

R. To perform such other duties as may be authorized by the Declaration or the Members.

ARTICLE VI

Officers

6.1. Executive Officers. The executive officers of the Association shall be a President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board, one or more Assistant Secretaries and such other officers as may be appointed in accordance with the provisions hereof. One person may hold two or more offices.

6.2. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions hereof, shall be elected annually by the Board at the organizational meeting of the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve or his successor shall be elected and qualified.

6.3. Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

6.4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office at any regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

6.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

6.6. President. The President shall be chosen from among the directors and shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

6.7. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and sewing of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

6.8. Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

6.9. Compensation. The compensation, if any, of all officers, employees and/or contractors of the Association shall be fixed by the Board. Nothing herein shall preclude the Board from employing a director as an employee of the Association.

ARTICLE VII

Fiscal Management

7.1. Bu. The Board shall, on or about January 31 of each year, adopt a budget for the ensuing calendar year, which shall include the estimated funds required to defray all common expenses.

7.2. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under such classifications as the Board shall deem appropriate.

7.3. General Assessments. The initial general assessments (in addition to sums assessed pursuant to provisions hereinbelow) shall be the amount specified in the Declaration or as determined by the Board pursuant to the Declaration.

7.4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above in this Article VII, the Board may levy in any assessment year a special assessment for each Lot applicable to that year only for the purposes stated in the Declaration; provided that any such assessment shall have the assent of a majority of the vote of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

7.5. Assessments; When Due. The Board shall establish the due date for all assessments and shall have the right to require payment of the same in advance.

7.6. Lien Rights. As provided in the Declaration, the Association shall have a continuing lien against each Lot to secure payment of any assessment, fine or other amount due and owing the Association. In the event of default by any Lot Owner, the lien on the Lot of such Lot Owner may be foreclosed by the Association in the same manner as set forth in the Declaration. Any amounts which are not paid when due shall be delinquent. After thirty (30) days, such delinquent amounts shall bear interest as set forth in the Declaration, in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.

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

7.8. No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Auburn Hills Swimming Facility or that Developer, Stoneleigh, the Association, the Board or the architectural control/design review committee are not or have not been properly exercising their duties and powers under the Declaration, Articles or Bylaws.

ARTICLE VIII

Indemnification and Insurance

8.1. General. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, advisory director, officer or employee of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another corporation, association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he 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 his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2. Derivative Action. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, advisory director, officer or employee of the Association or of any entity which is owned in whole or in part by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

8.3. Costs Indemnified. To the extent that any person who is or was a director, advisory director, officer or employee of the Association or of any entity which is owned in whole or in part by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer or employee of another association or corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicable standard of conduct set forth therein has been met. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of the Association.

8.4. Time of Indemnification. Expenses incurred by a director, advisory director, officer or employee in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, advisory director, officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association pursuant to this Article NMI.

8.5. Nonexclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article VIII shall not be deemed to be exclusive of any other right to which those seeking indemnification or advancement of expenses may be entitled from the Association or any other entity under any other bylaw, statute, agreement, provision of the Articles, vote of the Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the

heirs, executors and administrators of such Member. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which he may be entitled to receive pursuant to this Article VIII.

8.6. Insurance. By action of the Board, notwithstanding any interest of any Members in the action, to the full extent permitted by statute the Association may purchase and maintain insurance, in such amounts and against such risks as the Board deems appropriate, on behalf of any person who is or was a director, advisory director, officer, employee or agent of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article VII, the Articles or the laws of the State of Kansas.

A R T I C L E I X

Miscellaneous Provisions

9.1. Amendments. The power to make, adopt, alter, amend or repeal these Bylaws is vested concurrently in the Board and the Members, but the authority of the Board with respect to these Bylaws shall at all times remain subject to the superior authority of the Members. Any amendment of these Bylaws by the membership shall be effective when approved by an affirmative vote of the majority of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose. In no event shall any amendment be in conflict with the terms of the Declaration or applicable law.

9.2. Resolution of Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. These Bylaws are subject to any rights of Developer and/or Stoneleigh as provided in the Declaration.

9.3. Number and Gender. All of the terms and words used in these Bylaws, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine or neuter), as the context or sense of these Bylaws or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

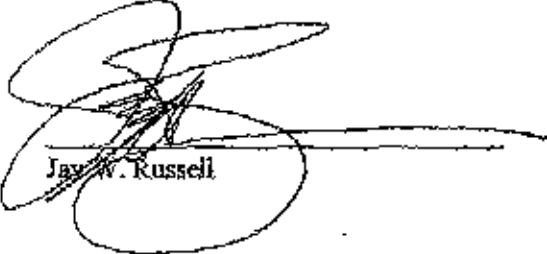
CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the sole Director of Auburn Hills Swimming Facility Master Association, a Kansas non-profit corporation; and

2. That the foregoing Bylaws, comprising 12 pages, constitute the Bylaws of said corporation, duly adopted by action of the Board of Directors dated as of the 21st day of September, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of September, 2000.


Jay W. Russell