

RECORDING COVER SHEET

Title of Document: By-Laws of The Estates HOA, Inc. Amended Pg. 12 Fines

Date of Document: May 24, 2018

Grantor(s): Barrington Woods Homeowner's Assoc. The

Grantee(s): Mailing Estates HOA, Inc.

Address(es): 7658 North Oak Trafficway Gladstone, MO.
64118

9618 NE 98th Street
Kansas City MO 64157

Legal Description: Exhibit "A"

Reference Book and Page: Book Page

EXHIBIT A

LEGAL DESCRIPTION THE ESTATES HOA, INC

Project: The Estates HOA, Inc

Description: Trust Indenture

A tract of land in the Southeast Quarter of Section 35, Township 52, Range 32, Kansas City, Clay Country, Missouri, being described as follows:

Commencing at the Northeast corner of said Southeast Quarter;

Thence South 0°51'46" West, along the East line of said Southeast Quarter, a distance of 1746.52 feet to a point on the Northerly right-of-way line of Missouri Route 291, as now established;

Thence Northwesterly, along said Northerly right-of-way line, on a curve to the left, having an initial tangent bearing of North 68°11'04" West, a radius of 7679.44 feet, and arc distance of 336.7 feet to a point of tangency;

Thence North 70°41'48" West along the Northerly right-of-way line, a distance of 444.82 feet to the Point of Beginning;

Thence continuing North 70°41'48" West, along said Northerly right-of-way line, a distance of 633.23 feet to a point of curve;

Thence Northwesterly, along said Northerly right-of-way line, along a curve to the right, to which the preceding course is tangent, having a radius of 1105.92 feet, and arc distance of 38.19 feet;

Thence North 21°16'55" East, along said Northerly right-of-way line, a distance of 5.00 feet; Thence Northwesterly, along said Northerly right-of-way line, on a curve to the right, having an initial tangent bearing of North 68°43'05" West, a radius of 1100.92 feet, and arc distance of 106.07 feet;

Thence departing said Northerly right-of-way line, North 14°46'33" East, a distance of 478.69 feet;

Thence Westerly, along a curve to the left, having an initial tangent bearing of North 79°01'05" West, a radius of 350.00 feet, an arc distance of 6.02 feet;

Thence North 11°58'05" East, 50 feet to a point on a curve having a radius of 300.00 feet;

Thence Easterly along said curve to the left, with an initial tangent bearing South 78°01'55" East, an arc distance of 106.47 feet to a point of tangency.

Thence North 81°38'01" East, 184 feet to a point of curvature;

Thence along said curve to the right, with a radius of 375 feet, an arc distance of 154.21 feet to a point of tangency;

Thence South 74°48'18" East, 161.50 feet to a point of curvature;

Thence along said curve to the left, with a radius of 25 feet, an arc distance of 36.18 feet, to a point on a curve having a radius of 380 feet;

Thence Southerly along said curve to the left, with an initial tangent bearing South 22°17'12" West, on an arc distance of 72.05 feet;

Thence South 74°48'18" East, a distance of 30.07 feet;

Thence Southerly along a curve to the left, having an initial tangent bearing of South 11°05'56" West, a radius of 350 feet, an arc distance of 127.81 feet to a point of tangency;

Thence South 9°49'25" East, along a line tangent to the preceding course, a distance of 146.99 feet to a point of curve;

Thence Southerly along a curve to the right, to which the preceding course is tangent, having a radius of 680 feet, an arc distance of 345.68 feet to a point of tangency;

Thence South 19°18'12" West, along a line tangent to the preceding course, a distance of 85.41 feet to the Point of Beginning.

Containing 10.96 Acres, more or less.

THE ESTATES HOA, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is The Estates HOA, Inc. (the "**Association**").

ARTICLE II
DEFINITIONS

Section 1. "Member" means those persons or entities entitled to membership in the Association as provided in the Articles of Incorporation of the Association and the Indenture.

Section 2. "The Estates" is defined as standard lots numbered 1 -42, which are not maintenance provided lots.

Section 3. "Association" shall mean and refer to The Estates HOA, Inc., a Missouri Nonprofit corporation, and its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors".

Section 5. "Properties" shall mean and refer to those areas of land owned by the Association, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of more than one Owner of the Properties, including, without limitation:

- (i) Parks, open spaces, playgrounds, streets, parking areas within the Common Properties, subdivision entrance and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems;
- (ii) All sanitary and storm sewer facilities, including any detention and/or retention basins, and all utility installations, lines, and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, as located in any utility easements on a recorded plat in Clay County Recorder of Deeds, excepting those utilities located within a Lot (unless or until such time that a facility as described above, has been accepted for maintenance by a municipal or quasi-municipal entity);
- (iii) All apparatus and installations, now or hereafter, erected on the Common Properties intended for common use;
- (iv) Any auxiliary buildings, parks, recreational facilities (if any) and other structures which may, at any time, be erected on the

Common Properties and which are intended for common use;

- (v) All streets, roads and drives within the community shall, regardless of whether they are intended to be dedicated or, in fact have been dedicated to the appropriate governmental authority or agency as public roads, remain Common Properties for purposes of these bylaws until such dedication has been accepted for maintenance by the local governmental authority;
- (vi) Limited Common Elements. Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling.

Section 6. "Owner" shall mean and refer to the owner of record, whether one or more persons entities, of the fee simple title to any Lot, including but not limited to any Mortgagee one such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary

ARTICLE III EASEMENTS AND PROPERTY RIGHTS

- A. Every Owner and every resident of the Properties subject to these bylaws except with respect to Limited Common Elements shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with eh title to every Lot, subject to the following provisions:
 - a. The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
 - b. The right of the Directors to promulgate rules and regulations governing the use of Common Properties;
 - c. The right of the Directors to suspend the voting rights and rights to use of recreations facilities by any members or residents for any period during which any assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;
 - d. The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situation on the Common Properties (except Limited Common Elements) and require license and license fees where it is deemed necessary by the Directors;
 - e. The right of the Directors to dedicate or transfer all or part of the Common Properties (except Limited Common Elements), or grand such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the

Community provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Properties to parties other than public agencies, authorities or utilities shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of members at a meeting of the members consented to in writing and signed by members holding at least 80% of the voting power.

- B. The Common Properties (except Limited Common Elements) shall be for the benefit, use, and enjoyment of the owners, present and future, of the community and, at the discretion of the Board of Directors, may also be used by residents outside of the Community. If residents outside of the community are permitted to use the Common Properties:
- a. No owner in the community shall be denied the use of the common properties for any reason related to the extension of such privilege to non-residents of the community;
 - b. All rules and regulations promulgated pursuant to these bylaws with respect to the owners in the community shall be applied equally to the owners;
 - c. All rules and regulations promulgated pursuant to these bylaws with respect to non-residents of the community shall be applied equally to the non-residents.
 - d. Every utility easement on each lot shall constitute an easement for utility purposes to serve any other lot or the common properties.
 - e. In the event that any utilities and utility connections serving a lot are located in part on a lot other than the lot being served by such utilities and connections, the utility company, the owner of a lot being served, and the contractors and employees of such company or owner shall have the right and easement to enter upon the lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.
 - f. There shall be an is hereby imposed on each lot an easement for reasonable ingress and egress by or on behalf of the owner of any adjoining lot for the purpose of repair, maintenance or replacement of improvements on such adjoining owner's lot.
 - g. Should any portion of any single family dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroachment on an adjacent lot, the owner of such single family dwelling or other improvement shall have a license to enter upon such adjacent lot for the purpose of necessary repair and maintenance of such.

ARTICLE IV
CREATION OF ASSOCIATION

- A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- B. The covenants and restrictions established by these bylaws shall run with the land and continue and be binding upon the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twelve (12) years {2028} for the date these Bylaws are recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to these bylaws, by the approving vote of two-thirds (2/3) of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power, may terminate the Bylaws or release all of the Properties restricted thereby at the end of said twelve (12) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of Clay County, Missouri, at least one (1) year prior to the expiration of said (12) year period or of any fifteen (15) year period thereafter.
- C. Covenant for Maintenance assessments:
- a. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay the Association (i) annual assessment or charges, and (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter providing, including, but not limited to, any charges for assessment created to Section e. below.
 - b. Any and all annual and special assessments, and charges as provided in this section together with such interest thereon and costs of collection thereof, shall be a charge against the title of each lot and shall be a continuing lien upon the log against which such heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of these Bylaws constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this section is not required. The Association shall be entitled to enforce collection of any and all such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein

provided, shall also be the personal obligation of the Owner of such lot at the time the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

- c. The assessment(s) and/or charge(s) levied under this section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties or for maintaining the market value of the properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and required, and for the improvement, maintenance and operation of the common properties limited common elements and all facilities thereon, including, but not limited to, the payment of taxes, insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for the maintenance of reserves for the benefit of the association.
- d. (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the common properties or any easement, street, drive, walkway, or other right-of-way provided for the benefit of the lots subject hereto. and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least 80% of the voting power, or approving vote of two-thirds (2/3) of the vote of members who are voting, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting.
- (ii) In addition to other special assessments authorized by this subsection, the Directors may make a separate special assessment, without a vote of the members, for the construction, operation, maintenance, repair and replacement of sewer systems, and creeks and other storm water control easements and facilities.
- (iii) In addition to the other special assessments by this subsection, the Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all subdivision and other ordinances, rules and regulations of Clay County or the City of Kansas City. Specifically but not by way of limitation, the Board of Directors may make provisions for the maintenance and operation of all street lights,

roadways, easements and utilities.

- (iv) The provision of this section with respect to the establishment of due dates, effect of no-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.
- e. In addition, the Directors may levy a special assessment or charge against any owner for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for the purpose of making repairs or maintenance to a lot or improvements thereon, which duty or right to make or for repairing any damage caused by an owner or such owner's employees, agents, invitees, or tenants. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the owners for damage to the common properties.
- f. Assessments shall be made in a manner and subject to the following procedure:
 - (i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budget, the Directors shall establish the annual assessment for the upcoming assessment year for all lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets and/or the expense of any item not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Directors may levy an additional supplemental assessment (on all Lots with respect to the expense items related to all Lots) for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.
 - (ii) Any charge or assessment imposed by the association, with the exception of an assessment under section e. hereof, shall be divided among the owners on basis of an equal amount per lot.
 - (iii) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate

assessment records of Clay County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment on the lot itself.

- (iv) The failure or delay of the Directors to prepare or serve any budget or any annual, additional annual or special assessment shall not constitute a waiver or release in any manner of any owner's obligation to pay such an assessment whenever the same shall be made, and in the absence of any annual assessment or additional annual assessment, the owner shall continue to pay at the then existing rate established for the previous payout.
- g. If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights set forth with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

ARTICLE V MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meeting of the Members shall be held in May of each year, at a time and place within or without the State of Missouri as is selected by the Board of Directors of the Association. Until such times as there is less than two appointed Directors (which shall include the original Directors named in the Articles of incorporation and their appointed successors), at the option of the then existing Directors, no annual meeting of the Association shall be held.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of a Director(s) or such person who is authorized to call the meeting by mailing a copy of the notice, postage prepaid, not less than ten (10) days before the meeting to each Member, addressed to the address shown on the real estate tax assessment records for each Owner. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies representing at least ten percent (10%) of the votes of members eligible to vote at the time of the meeting, either in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Indenture or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Association may (i) give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be quorum requirement to transact

the proposed business at such second meeting; or (ii) take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

Section 5. Voting. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual meeting or special meeting. In the election of Directors, the principle of cumulative voting shall not apply. The persons(s) receiving the highest number of votes cast shall be deemed elected as a Director. If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member".

Section 6. Proxies. At all meeting of Members, each member may vote in person or by proxy. All proxies shall be in a form approved by the Board of Directors and shall be filled with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

Section 7. Action without a meeting. Any action that may be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action to take are signed by all of the Members. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

ARTICLE VI BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) or more members.

Section 2. Term of Office.

- (a) At a special meeting of the Members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years, and the third for a term of one (1) year. Thereafter, each successor Director shall serve for a term of three (3) years so that the term shall be continuously staggered, one (1) Director being elected at each annual meeting of the Members.
- (b) After the expiration of term of office of the Directors elected as provide in paragraph (a), each successor Director must meet the requirements of paragraph (a) and must be a Member, and shall be elected by Members, and each such successor director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being selected at each annual meeting of the Members.

Section 3. All Directors shall be Members.

Section 4. Removal. Any director may be removed from the Board of Directors with cause by a

majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these By-Laws, of a Director, his/her successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his/her predecessor.

Section 5. Compensation. No Director who is a Member shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties. Any Interim Director who is not a Member shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors.

ARTICLE V ELECTION OF DIRECTORS

Nomination of Directors for election to the Board of Directors shall be made at the annual meeting of the Members. Election to the Board of Directors shall be by written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Indenture. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board of Directors, without the necessity of further notice. At each annual meeting, the Directors shall designate one (1) of its members to serve as Chairman, who shall also be the President of the Association.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than forty-eight (48) hours' notice to each Director.

Section 3. Quorum: Participation by Telephone. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every action done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Members of the Board of Directors may participate in a meeting of the Board of Directors, whether regular or special, by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting in this/her manner shall constitute presence in person at the meeting.

Section 4. Vacancies. Vacancies on the Board of Directors resulting from resignation, death, removal of a Director not an Initial director or their appointed successor or an increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum. The successor to an elected Director whose term has expired shall be elected at a special meeting called for that purpose.

Section 5. Action without a Meeting. Any action that may be taken at a meeting of the Board of

Directors may be taken without a meeting if consents in writing, including e-mail, setting forth the action so taken, are signed by all of the members of the Board of Directors. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Board of Directors and shall have the same force and effect as a unanimous vote at a meeting duly held.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers The Board of Directors shall have the power to:

- (a) exercise for the Association all rights, powers, privileges and authority vested in or delegated to the association by other provisions of these By-Laws, the Articles of Incorporation or the Indenture; and
- (b) Exercise any and all rights, powers, duties and obligations within the full scope of their authority as Directors and agents of the Association.

At the discretion of the Directors a letter of violation may be issued to any owner of a structure in violation of the By-Laws or Indentures. If the violation is not corrected within 30 days, a second letter of violation will be issued with a Maximum fine for non-compliance of bylaws shall increase to \$500 per occurrence for major offenses. The amount of fines shall be determined at the sole discretion of the Board of Directors who shall be mandated to issue such fines in a uniform, fair, and consistent manner which is reasonable for the offense that has occurred.

- (c) Said fines shall be due 30 days from the date of the notification of the second violation letter to the owner of record of any structure upon which the violation occurs, and if not paid within said 30 day period, shall bear interest at the rate of 10% per annum until paid in full. The fine provide for herein, if not paid when due by said owner, shall become a lien upon the real estate on which the structure in violation of this/her section is located; provided, however that such lien be inferior and subordinate to the lien of any valid first mortgage now existing or which may thereafter be placed upon said real estate. Any such interest accruing shall also be a lien upon the real estate and the Directors may enforce all such liens in any court in the State of Missouri having jurisdiction for the enforcement of such liens. The violator can request a meeting with the Directors before the fine is applied.
- (d) No noxious, offensive activity or excessive noise shall be carried on or upon any portion of the Properties. If any such activity occurs which may become offensive or an annoyance, or nuisance, the Directors have authority to cause such activity to cease.

Section 2. Duties. The Board of Directors shall carry out all of the obligations and duties set forth in the Articles of incorporation and these By-Laws, including without limitation:

- (a) Prepare proposed budgets, present the proposed budgets to the Members and fix the amount of the annual assessments against each Lot.
- (b) Send written notice of each annual, supplemental and special assessment to every Lot

Owner subject to the assessment; and

- (c) Except as otherwise provide, foreclose the lien against a Lot if the owner of the Lot has not paid the assessment on the Lot within such time as the Board of Directors may determine as provide in the Indenture, or bring an action at law against the Lot Owner personally obligated to pay the same.
- (d) Procure and maintain adequate liability and hazard insurance on property owned by the Association,
- (e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, and
- (f) File the tax returns of the Association.
- (g) Maintain the orderly, respectable condition of the neighborhood and association members.
- (h) Directors of the Board shall specifically have the authority to enter any property on an emergency basis for the purposes of repairing, maintaining, servicing or replacing the roof, plumbing, sewers, other utilities, pipes, walls, and wires within the property. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any dwelling without an order from the Association shall only occur if the owner is not present or reasonably available at the time such emergency occurs.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create. The officers shall be selected from among the members of the Board of Directors and shall at all times during the term of their office be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the Members.

Section 3. Term of Office. Each Officer shall hold their elected office for 3 years or until his/her successor is elected whichever shall be the longer period, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to the vacancy shall serve for the remainder of the term of the office he/she replaces and until his/her successor shall have been elected and qualified.

Section 7. Multiple Offices. Not more than two of these offices may be held by the same person. No officer shall be related by blood or marriage to any other officer, nor shall two officers reside in the same residence.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board of Directors are carried out. The President shall have authority to sign all leases, mortgages, deeds, amendments to the Indenture and other written instruments after the necessary approval requirements have been met as provided in the Indenture, Articles, and these By-Laws.
- (b) Vice-President. To the extent there is a Vice-President, in the absence of the President, or in the case of his/her inability or refusal to act, and upon a written delegation of authority from the Board of Directors, the Vice-President shall perform all the duties and possess all the powers of the President.
- (c) Secretary/Treasurer. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors. The Secretary/Treasurer, as needed, shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the board of Directors, keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and will prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting same.
- (d) General duties and powers include:
 - (i) To acquire and hold the common properties and to transfer or sell the common properties (except limited common elements) in accordance with the provisions provided for herein, to exercise control over the common properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education, and for the general use of the owners of the properties, to grant such easements and rights-of-way over the common properties to such utility companies to public agencies or others as they shall deem necessary or appropriate in accordance with previous provisions to make rules and regulations not inconsistent with the law and these bylaws for the use and operation thereof and in every and all respects govern the operation, functioning, and usage of the common properties.

- (ii) To maintain, repair, and replace any improvements on lots which have been neglected and to charge the owner thereof with the reasonable expense incurred, which shall be a lien against the lot owned by such owner and improvements thereon.
- (iii) To exercise such control over the easements, streets, drives, trail systems, walkways, and right-of-way as is necessary to maintain repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires, and other facilities and public utilities for services to the lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, to operate and maintain any storm water control facilities.
- (iv) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.
- (v) To maintain and repair streets, drives, walkways, and rights-of-way until such time, if ever, as some have been dedicated to public bodies or agencies and have been accepted for maintenance.
- (vii) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of the owners, their occupants, guests or invitees.
- (viii) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the owners thereof with the reasonable expense so incurred, which shall be a lien against such parcels of neglected property. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.
- (ix) At the discretion of the Directors, to provide for the collection of trash, rubbish, and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided however, that the association shall not maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the properties and for any owners.
- (x) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of these bylaws, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suites brought against

them individually or collectively in their capacity as Directors.

- (xi) To receive, hold, convey, dispose of and administer in trust for any purpose mentions in these bylaws any gift, grant, conveyance or donation of money or real or personal property.
- (xii) With regard to all property, real, personal, or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:
 - a. Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Director's powers and duties hereunder, including the construction of improvements.
 - b. Purchase insurance against all risks, casualties and liabilities of every nature and description as more particularly set forth.
 - c. Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect to grant a lease or leasehold security interest in common properties to secure such obligations such that the secured party could charge admissions for the use of said common properties to owners or a wider public until the loan with respect thereto was repaid.
 - d. Sell convey, trade, exchange, use, handle, manage, control, operate, hold and deal in and with, in all respects, limited only as provided in these bylaws or by law.
 - e. The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by FDIC.
 - f. All rights, powers, duties, privileges and acts of every nature and description conferred upon by the Directors by the terms of these bylaws may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.
 - g. At the discretion of the Directors, the Directors may enter into licensing agreements with commercial entities for the management and operation of any portion of the common properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the owners and residents of the properties.
 - h. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Single Family Dwelling are part of that Single Family Dwelling except for those which meet the definition of Limited Common Elements. Any glass surfaces, garage doors, shutters, awnings, window boxes, driveways, doorways, doorsteps, sidewalks,

decks, air conditioning units, stoops, steps, mailboxes, utilities, utility meters, porches, balconies, patios, and all exterior doors and windows and other fixtures designated to serve a Single Family Dwelling, but located outside the Single Family Dwelling's boundaries are allocated exclusively to that Single Family Dwelling and are the Owner's responsibility to maintain, repair and replace.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint such committees, with such powers and duties, as deemed appropriate to carrying out the purposes of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Bylaws, and the Articles of Incorporation of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI AMENDMENTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control.

ARTICLE XII INDEMNIFICATION

Section 1. The Association shall hold harmless and indemnify all officers and Directors of the Association to the fullest extent authorized or permitted by the provisions of §355.476 of the Missouri Revised Statutes, or by any amendment thereof or other statutory provisions authorizing or permitting such indemnification which is adopted after the hereof.

Section 2. The Association may purchase and maintain insurance on behalf of any person who 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 against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his/her or her status as such, whether or not the Association would be required to indemnify him or her against such liability under the provisions of this/her Article XII.

Section 3. This Article XII is intended to provide for indemnification to the fullest extent permitted by law, as in effect on the date hereof or as hereinafter adopted or amended. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other Bylaw, agreement, vote of

the Members or disinterested Directors or otherwise, both as to action in his/her or her official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 4. All agreements and obligations of the Association contained herein shall continue during the period such officer or Director is an officer or director of the Association and shall continue thereafter so long as such officer or director shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding whether, civil, criminal or investigative, by reason of the fact that such officer or Director was an officer or Director of the Association.

ARTICLE XIII
ARCHITECTURAL CONTROL

- A. From and after such time as a lot becomes subject to assessment as provided herein, no building, fence, wall driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any changing grade or slope of any lot be made, until all plans and specifications showing the degree, nature, kind shape, size, square footage, height, elevation, materials, colors, location of the same entrances, and driveways, and configuration of all improvements upon said lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The owner shall bear the responsibility for the maintenance of any owner constructed improvement authorized under this section in the same manner as the owner bears the responsibility for maintain limited common elements.
- B. A lot owner may not change the appearance of the improvements within or upon the common properties.
- C. All additions, alterations and improvements to the lots and common properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any lots other than those affected by the change.

ARTICLE XIV
MISCELLENEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

Section 2 Pets. All dog and cat owners must comply with all association and municipal laws. All cats must be kept within homeowners or rentals property line at all times. All dogs must be leashed at all times when outside of owners property. All dogs must be leashed when walked, not allowed to run free within any other homeowners or rentals property line. When animals defecate, the owner must stop and scrape up the waste immediately. Homeowners and rentals must keep their dogs either on a leash or in a fenced back yard at

all times and not allow them to run at large in the neighborhood. Dogs are not allowed in playground area at any time. If these rules are not followed by homeowners, it may result in a \$100.00 fine for each occurrence to the owner of the property.

Additionally, any fines not paid within 30 days of issuance may be subject to lien on the property of the owner. In order for a complaint to be acted on, the observer of a violation should put in writing with a description of the dog or cat, and description of owner and/or address. This should be mailed to the Board of Directors.

There shall be no outside structure for any such animal at any time (for example dog houses, kennels, crates, etc.)

Section 3. Detached Structures: There shall be no detached structures allowed on any property without the approval of the Board of Directors. At no time shall any Shed, Yard Barn, Carport, or other structure be permitted. All fencing must be approved by the Board of Directors and must comply with standards set forth. No gardens, including raised gardens, shall be permitted in the yard of any member.

Section 4. Campers, Trailers, Autos: At no time may a member keep a camper, trailer, recreational vehicle, or auto in need of repair in their driveway or on the street beyond 24 hours. Additionally, no vehicle shall block the right-of-way for pedestrians beyond the 24 hours.

Section 5. Lawn Care: It is the responsibility of the owner of any lot to maintain such lot in orderly and respectable condition set forth by the neighborhood and the Board of Directors. This includes the maintenance of all yards which shall be mowed and not grow above a reasonable length. If a property is located on NE 98th Street, adjacent to Highway 291, that owner is responsible for maintenance of the lawn north of the structured fence for the neighborhood. The Association will maintain the lawn south of said fence.

Section 6 Use Restrictions: (a.) No building shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Directors. No residence, other than one Single Family Dwelling may be constructed on each Lot.

- (b) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.
- (c) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
- (d) Each Owner shall maintain and keep his/her Lot in good order and repair.
- (e) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on any portion of the properties; except that no more than the number of domestic dogs, cats, or other household pets and aquariums as permitted by the City of Kansas City on any property. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.
- (f) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any lot; provided, however, that nothing herein shall prohibit Owners from placing one "For Sale" sign (not to exceed 2 feet by 4 feet in dimension).
- (g) Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the owner has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the owner shall reimburse the Association for such expenses. The Association may place a lien against the Owner's Lot in accordance with the Bylaws. Additionally, all driveways shall be concrete.
- (h) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or not, other than the

residences constructed on Lots shall be constructed or maintained on any Lot in any portion of the properties.

- (i) No clothesline and not above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties. And no in-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the properties without the prior written approval of the Directors.
- (j) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material, and height. The decision of the Directors to approve or reject a fence shall be conclusive. The Board will require an application to be submitted setting forth the proposed location, material, and height of all such fences.
 - a. The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interest of the subdivision.
 - b. Maximum height of 48" for full perimeter fencing.
 - c. Fencing shall only enclose the rear yards of any residence. All fencing shall be wrought iron, aluminum simulated wrought iron; or Picket style made of wood or vinyl.
 - d. Cedar or womanized (treated wood) or vinyl fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be two inches (2") regardless of the picket width.
 - e. All fences must be installed with the good side facing out.
 - f. The Directors at their discretion may, but shall not be obligated to, require that all lots be professionally surveyed to assure proper fence locations prior to installation thereof.
 - g. All wood fences shall remain in their natural state- that is they cannot be painted a color, however they may be, and it is suggested that they are, weather sealed and maintained in good order.
 - h. All posts shall be anchored in a base of concrete at least one foot (1') and six inches (6") into the soil.
- (k) No lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance with your Director approval.
- (l) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any lot or upon the exterior of any dwelling or the common property except with the prior written approval of the Directors.
 - a. No more than one Antenna shall be allowed per lot
 - b. The antenna shall be for the personal use of the owner or resident.
 - c. The antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner lots)
 - d. The antenna shall be disguised to resemble and in fact shall be visually indistinguishable from structures, devices or improvements otherwise allowed in the community.
 - e. The antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot owner or the neighboring lots. The Directors may require at their sole discretion that certain tests be performed on the antenna at the expense of the lot owner at any time before or after the installation of the antenna.
 - f. The Directors shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this section.

- (m) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Directors shall have the further right to take such action to enforce this section with all remedies available to it in law or equity.
- (n) Personal property including, without limitation, boats, trailers, trucks with gross vehicle weight in excess of one (1) ton, campers and recreational vehicles shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any lot. Nor shall any motor vehicle of any type or description be parked for any time on the unpaved portion of any lot or on any street "overnight". For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 am and 8:00 am.
- (o) No trash, garbage, rubbish, refuse, debris, trash cans, or trash receptacles of any type shall be stored in the open on any lot, but shall be kept secured within the improvements located on each lot: provided that after sunrise on any day designated for trash pickup, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street shall be removed and secured within the improvements for each lot prior to sundown of the same day.
- (p) All water and other sewer systems servicing the property (other than lawn sprinkling systems servicing any single lot) shall be constructed by any owner of a lot. No owner or occupant of any lot in the property shall construct any water or other sewer system on the property, other than a lawn sprinkler system servicing a single lot.
- (q) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the property. No abandoned cars, motorcycles, jeeps, trucks, or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats, or boat trailers may be stored or suffered to remain upon any of the common properties or the lots other than in an enclosed garage.
- (r) No activity shall be conducted or permitted on the common properties which would create a nuisance, disturbance, or excessive noise or commotion. The Association shall have the right to prohibit, restrict, and prevent such gatherings or assemblies of individuals on the Common properties under such reasonable rules and regulations as the Association, in its sole discretion may from time to time determine.
- (s) No above ground gas or propane storage tanks shall be permitted upon or in any lot or portion of the property, with the exception of propane tanks for gas barbecue grills.
- (t) No fences, walls, trees, hedges, or shrubs shall be erected or maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 7 Leases: Each owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only subject to the following requirements and limitations:

- (a) A maximum of ten-percent (10%) of Single Family Dwellings may be leased as rental property at any one time within the boundaries of the Association. (As of this filing 10% constitutes 4 properties)
- (b) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of these bylaws as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of 1. The Rules and Regulations; 2. The Bylaws as amended; or 3. The covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.
- (c) Every proposed lease or rental agreement shall be subject to the Directors approval so as to assure compliance with this section.
- (d) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental

agreement, the directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Single Family Dwelling.

- (e) Every lease or rental agreement shall have a minimum initial term of twelve (12) months.
- (f) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.