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BYLAWS

OF

WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION

ARTICLE I

PREMISE

Section 1. Submission to Condominium Property Act and Adoption of Bylaws. These Bylaws are adopted this 27th day of August, 1983, by WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION, a Missouri nonprofit corporation, referred to in the Declaration, submitting the Property hereinafter described to the provisions of the Condominium Property Act of Missouri, Chapter 448, i.e., Section 448.010, et seq., Revised Statutes of Missouri. The land constituting a part of the Property hereinbefore referred to is located in Kansas City, Jackson County, Missouri, and is legally described as follows:

Lots 6, 7 and 8, QUIMBY'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri.

The name of the Association to which these Bylaws are applicable is WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION, hereinafter referred to as the "Association," and said Association shall be composed of the Unit Owners as referred to and defined in the Declaration. The percentage of interest (Unit Interest) in the Association of the respective Unit Owners shall be as designated on Exhibit "C" attached to said Declaration. The Property, which includes the "Common Elements" and the "Units" as defined in said Declaration, shall be administered and governed by these Bylaws and in accordance with the Declaration, the duly adopted rules and regulations, the laws of the State of Missouri, in particular §448.010, et seq., R.S.Mo., and applicable local laws and ordinances. All definitions as contained in Section 1 of the Declaration are adopted and incorporated herein by reference. For the purposes hereof, the term "Property" as herein used shall have the meaning described in the Declaration and shall include the

land, the buildings, and all improvements thereon; all easements, rights, and appurtenances belonging thereto; and all other property, real or personal, constituting or being in and upon said land or belonging to the Association, except the personal property, equipment, decorations, and furnishings of the Unit Owners and their respective tenants, if any.

Section 2. Application. All present and future Unit Owners, mortgagees, lessees, and occupants of the Units, their employees, agents, guests, and invitees, and all other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration, and the rules and regulations of the Association. The acceptance of a deed or conveyance or the entering into of a lease or the occupancy or use of a Unit or Units shall constitute an agreement that the Declaration, these Bylaws, and the rules and regulations, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 3. Office. The office of the Association shall be considered as the Secretary of the Association, P.O. Box 32076, Kansas City, Missouri 64111, or at such other location in Kansas City, Jackson County, Missouri, as hereafter designated by the Officers of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualification. The business of Westport Landing Condominiums shall be conducted by the Board of Managers of the Association, who shall be elected by the Unit Owners and who shall have all of the powers and duties for the administration of the affairs of the Association as set out in Section 2 hereinafter and following, including but not limited to levying assessments for common expenses and the like, and as described in Article IV hereof. The Board of Managers shall be either (a) an owner of a unit as a sole owner, tenant in common, joint tenant, or a husband or wife holding title as an estate by the entirety; (b) in the case of partnership owners, a member of such partnership; or (c) in the case of a

corporate owner, an officer or member of the board of directors of such corporation. W & L Investments, a Missouri general partnership, shall be deemed a Unit Owner of each respective unit so long as it holds title thereto.

Section 2. Powers and Duties. The Board of Managers of the Association shall have all of the powers and duties necessary for the administration of the affairs of the Association and as stated herein and may do all such acts and things and exercise and carry out such powers and duties subject to the provisions of the Declaration and these Bylaws; and except as provided by law, the Declaration, or these Bylaws, such powers and duties may not be delegated by the Board of Managers to the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep, and maintenance of the Common Elements as they are defined in the Declaration;
- (b) Determination and payment of the common expenses required for the affairs of the Association, including without limitation the operation, care, upkeep, and maintenance of the Common Elements;
- (c) Assessment and collection of common charges to meet the common expenses from the Unit Owners;
- (d) Entering into contracts and agreements for and on behalf of the Association, including but not limited to employment (including the right of dismissal) of a manager or management company, subject to the provision of Section 3 hereinafter, personnel, contractors, and subcontractors necessary for the maintenance and operation of the Common Elements and conduct of the affairs of the Association;
- (e) Adoption and amendment of rules and regulations applicable to the operation and use of the Property;
- (f) Opening of and maintaining bank accounts, writing checks on such accounts and making deposits and withdrawals on behalf of the Association, designating the signatories required therefor, and borrowing money from banks to meet requirements from time to time for working capital, common expenses, and

emergencies. Any loan or loans shall be made only with the affirmative vote in person or by proxy of at least eighty (80) percent of all the Unit Owners;

(g) Purchasing, leasing, or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, units surrendered by Unit Owners to the Association;

(h) Purchasing of units at foreclosure or judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(i) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing units leased by, the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(j) Organizing corporations to act as designees of the Association in acquiring title to units on behalf of all Unit Owners;

(k) Leasing or licensing the use of storage areas, parking and garage areas, if any are so designated for management by the Board of Managers, rooms for operating or service personnel of the Association and Unit Owners, laundry rooms, and other Common Elements;

(l) Obtaining of insurance covering and applicable to the Property, including the units, pursuant to the provisions of Article IV, Section 2, hereof;

(m) Paying real estate and personal property taxes, assessment, and the like levied, assessed, or charged against the Property; and

(n) Leasing or acquiring additional real estate for parking and/or garage areas.

Section 3. Managing Agent and Manager. The Board of Managers may employ for the Association a management company or a manager, at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including but not limited to the duties listed in subparagraphs (a), (b), (c), (d), (l), and

(m) of Section 2 of this Article II upon approval of the Board of Managers. It is provided, however, that no management contract or agreement shall be for a period longer than one (1) year from the date of execution, and all such management contracts or agreements shall contain a provision allowing termination thereof by either party thereto any any time, with or without cause, and without payment of a termination fee, on not more than thirty (30) days prior written notice to the other party. The Board of Managers may not delegate to the manager or management company any of the duties set forth in subparagraphs (e), (f), (g), (h), (i), (j), and (k) of Section 2 of this Article II.

Section 4. Designation and Term of Office. The Board of Managers shall be composed of the President, the Vice President/Treasurer, and the Secretary, all of whom shall be elected by the Unit Owners at the annual meeting of the Association. The term of office shall be one (1) year. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary.

Section 5. President. Unless the Board of Managers otherwise provide, the President shall be the chief executive officer of the Association with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, and he shall carry into effect all directions and resolutions of the Board of Managers. The President shall preside at all meetings of the Board and Unit Owners. The President may execute all bonds, notes, contracts, deeds, mortgages, and any other instruments for and in the name of the Association. He shall, unless the Board otherwise provides, be an ex officio member of all standing committees. He shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Managers.

Section 6. Vice President/Treasurer. In the absence of the President or in the event of his disability, inability, or refusal to act, the Vice President/Treasurer shall perform the

duties and exercise the powers of the President and shall perform such other duties as the Board of Managers may from time to time prescribe. The Vice President/Treasurer shall have the responsibility for the safekeeping of the funds and securities of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall keep or cause to be kept all other books of account and accounting records of the Association. He shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He shall disburse, or permit to be disbursed, the funds of the Association as may be ordered or authorized generally by the Board and shall render to the Board of Managers, whenever they may require it, an account of all his transactions as Treasurer and those under his jurisdiction and the financial condition of the Association.

The Vice President/Treasurer shall have such other duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Managers. If required by the Board, he shall give the Association a bond in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in the case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control which belong to the Association.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Managers and Unit Owners and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association to be kept for that purpose. He shall perform like duties for committees when requested by the Board of Managers to do so. It shall be the principal responsibility of the Secretary to give, or cause to be given, notice of all meetings of the

Board of Managers and Unit Owners, but this shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. The Secretary shall see that all books, records, lists, and information required to be maintained in Missouri or elsewhere are so maintained.

The Secretary shall keep in safe custody the seal of the Association and shall have authority to affix the seal to any instrument requiring it; and when so affixed, he shall attest the seal by his signature. The Board may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature.

The Secretary shall have such other duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Association or the chief executive officer of the Association, under whose direct supervision he shall be.

Section 8. Execution of Contracts, Etc. All contracts, agreements, deeds, leases, checks, and other instruments of the Association shall be executed by any officer of the Association or by such other person as may be designated by the Board of Managers. The treasurer may not sign checks or other negotiable instruments.

Section 9. Removal of Officers. At any regular or special meeting of Unit Owners, any one or more of the officers may be removed with or without cause by a majority of the Unit Owners present in person or by proxy, provided a quorum of Unit Owners is present in person or by proxy, as stated in Sections 7, 8, and 9 of Article III hereof, and a successor may then or thereafter be elected by the Unit Owners to fill the vacancy thus created. Any officer whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 10. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by a vote of a majority of the members of the Board of Managers at a special meeting of the Board of Managers held for that purpose promptly

after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Managers until the next annual meeting of the Unit Owners, at which time the Unit Owners shall elect a member of the Board of Managers to serve for the remaining part of the unexpired term, if any, of the member whose absence created the vacancy or, if no unexpired term remains, to serve for a one (1) year term.

Section 11. Meetings. Meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each calendar year. Notice of meetings of the Board of Managers shall be given by the President or Secretary to each member of the Board of Managers in person, by telephone, by mail, or by hand delivery at least three (3) business days prior to the day named for such meeting.

Section 12. Quorum of Board of Managers. Each member of the Board of Managers shall be entitled to one vote in decisions or resolutions of the Board. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the officers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers.

Section 13. Compensation. No officer shall receive any compensation from the Association for acting as such unless such compensation is approved by a majority of Unit Owners as described in Sections 7, 8, and 9 of Article III hereinafter.

Section 14. Liability of the Board of Managers. No officer shall be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, in such capacity (except for his own individual wilful misconduct or gross neglect) or arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made contrary to or in violation of the provisions of the Declaration or these Bylaws. As between Unit Owners, it is intended that the liability of any Unit Owner arising out of any contract

made by the Board shall be limited to such a proportion of the total liability thereunder as his Unit Interest in the Common Elements bears to the total Unit Interests of all the Unit Owners in the Common Elements. Agreements made by the Board of Managers on behalf of the Association may provide that the Board is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Unit Interest in the Common Elements bears to the aggregate Unit Interest of all Unit Owners in the Common Elements.

ARTICLE III

UNIT OWNERS

Section 1. Association Responsibilities and Meetings.

The owners of the Units will be members of WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION and will have the responsibility, acting through its Association Officers, subject to the terms and provisions of the Declaration and these Bylaws, of administering the affairs of the Association, establishing and collecting monthly and other assessments, and as more particularly described in these Bylaws. Meetings shall be held at least quarterly, the annual meeting of the Association being held in August. At annual meetings, the new Board of Managers of the Association shall be elected by ballot of the Unit Owners in accordance with the provisions of Article II, Section 4, of these Bylaws. The Unit Owners may also transact any other business at annual meetings.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held on the Property or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than twenty-five (25) percent of all the Unit Owners. The

notice of any special meeting shall state the date, time, place of meeting, and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to deliver or mail a notice of each regular meeting of the Unit Owners at least ten (10) but not more than thirty (30) days prior to such meeting and each special meeting at least five (5) days prior to such meeting, stating the date, time, and place where it is to be held and, in the case of a special meeting, the purposes of the meeting, to each Unit Owner of record at the time the notices are mailed. Notices shall include a proposed agenda for such meeting. Attendance at all meetings is required in person or by proxy. The delivery or mailing of a notice of a meeting to an Owner's Unit or to such other address as such Unit Owner has requested in writing that such notices be sent, or to such Unit Owner's last known address as carried in the Association's records, shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended in person or by proxy, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the meeting was originally called.

Section 6. Voting. The owner or owners of each Unit or some person designated by such owner or owners to act as proxy on his or their behalf, and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. If a Unit is owned of record by one person, his right to vote shall be established by filing with the Secretary of the Association his certificate of record title to his Unit. If a Unit is owned of record by more than one person, or by a partnership, corporation, or corporate fiduciary, the person entitled to cast the vote for that Unit

shall be designated by a certificate signed by all record owners of the Unit, a partner or fiduciary, or by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked or superseded by a subsequent certificate or until a change in ownership of the Unit Owners. If such a certificate is not on file, the vote of such Unit Owner(s) shall not be considered in determining the attendance of a quorum, nor shall such vote be considered for any other purpose. The designation of any proxy shall be made in writing, signed by the person or persons entitled to vote, and delivered to the Secretary prior to or at the meeting. A proxy shall be revocable at any time by written notice to the Secretary signed by the person or persons entitled to vote. The total number of votes of all Unit Owners shall be eighteen (18) and each person entitled to vote for the respective Units on the date of a meeting shall be allowed to cast one (1) vote on any issue at all meetings of the Unit Owners.

Section 7. Majority of Unit Owners. As used in these Bylaws, any reference to a majority of Unit Owners shall mean Unit Owners having more than fifty (50) percent of the total votes of the Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, the number of votes determined in accordance with the provisions of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners having at least fifty (50) percent of the total votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 9. Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except in those instances stated in the Declaration, these Bylaws, or by law, where a higher percentage vote is required.

ARTICLE IV

OPERATION OF THE PROPERTY

Section 1. Common Expenses and Charges. Assessments against the Unit Owners shall be made as provided in the Declaration and by the Board of Managers and paid by the Unit Owners to the Association in accordance with the following provisions:

(a) Share of Expense. Each Unit Owner shall be liable for his share of the common expenses.

(b) Assessments. All assessments, authority to levy which is granted to the Association or the Board of Managers or by the Declaration, these Bylaws, or as otherwise permitted, shall be paid by the Unit Owners to the Association in an amount to be determined per Unit or as otherwise set forth in the Declaration, Bylaws, or lawful resolutions of the Board of Managers authorizing such assessment.

(c) Accounts. All sums collected by the Association from assessments may be commingled in a single fund, but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be determined by the Board of Managers, but shall include the following:

(1) Common Expense Account - To which shall be credited collections of assessments for all common expenses as well as payments received as income from the rental or use of any of the Common Elements.

(2) Alteration and Improvement Account - To which shall be credited all sums collected for alteration and improvement assessments.

(3) Reconstruction and Repair Account - To which shall be credited all sums collected for reconstruction and repair assessments.

(4) Emergency Account - To which shall be credited all sums collected for emergencies.

The Board of Managers may also establish a Reserve Account, to which shall be credited any and all funds required by the

Board for working capital of the Association, general operating reserves, reserves for replacement and maintenance, and funds required to make up deficits in the expenses for any prior year. In the event such a Reserve Account is established, the funds credited thereto shall be deemed capital contributions to the Association.

(d) Other Assessments. Other assessments shall be made by the Board of Managers in accordance with the provisions of the Declaration, Bylaws, and as required by lawful resolution of the Board of Managers.

(e) Assessments for Emergencies. Assessments for common expenses resulting from emergencies which cannot be paid from an appropriate expense account may be made by the Board of Managers from time to time.

(f) Assessments for Liens. All liens of any nature, including taxes and special assessments levied by governmental authorities, which are a lien upon all Units or upon any portion of the Common Elements shall be paid by the Association as a common expense and shall be assessed against the Units.

(g) Assessments for Purchase or Lease. Assessments shall be made from time to time by the Board of Managers to defray the cost involved in the acquisition or leasing by the Board of Managers on behalf of the Unit Owners of any Unit purchased or acquired or leased by the Board pursuant to the provisions of the Declaration, these Bylaws, or Section 448.080, et seq., R.S.Mo.

(h) Assessment Roll. The assessment against all Unit Owners shall be set forth upon a roll of the Units, which shall be available for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the owner or owners, the assessments, and the amounts of all assessment paid and unpaid.

(i) Liability for Assessments. The owner of a Unit and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance

of Unit. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. However, any holder of a first mortgage or deed of trust who acquires title to any Unit pursuant to foreclosure or deed in lieu of foreclosure, shall take title free of any claims for unpaid fees or charges against the Unit which accrued prior to the date title is acquired by said holder of the mortgage or deed of trust, except for claims for a pro rata share of such unpaid fees or charges to all Units, including the Unit so acquired by the holder of the mortgage or deed of trust.

(j) Lien for Assessments. The creation, existence, and enforcement of a lien or liens against any Unit Owner for failure to pay any assessment shall be governed by the provisions of Section 448.080 and Section 448.090 and other applicable provisions of Chapter 448, R.S.Mo., and by applicable provisions of the Declaration.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire and extended coverage insurance on the Property for the full insurable replacement cost of the Common Elements and the Units, including also all personal property, fixtures and equipment in the Common Elements, but excluding the personal property, equipment, and furnishings of Unit Owners. The insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association as trustee for each of the Unit Owners in the Unit Interests established in the Declaration. The policy of insurance may contain a loss payable clause containing the words "to the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear," without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable as provided in the Declaration. Premiums for the insurance shall be a common expense. In addition, the Association shall obtain and maintain workmen's compensation insurance, and such other insurance as the Association may

determine. Such policies shall provide that adjustment of loss shall be made by the Board of Managers and the premiums shall be common expenses except as hereinabove provided.

All policies of physical damage insurance shall contain waivers of subrogation as to any claims against the Board of Managers, Unit Owners, the Association, and their employees, agents, and guests, and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies cannot be canceled or substantially modified without at least thirty (30) days notice to the Association and all mortgagees of Units of which the insurer has notice. Duplicate originals of all policies of physical damage insurance and all renewals thereof, or certificates of such insurance policies, together with proof of payment of premiums, shall be delivered to all such mortgagees of Units requesting the same. Prior to obtaining any policy of fire and extended coverage insurance, and annually thereafter, the Association shall obtain an appraisal or valuation from the fire and casualty insurance company as to the full replacement value of the buildings, including all of the Units and all of the Common Elements therein, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section. Should a Unit contain unusual or special improvements to the Unit, the Board of Managers may separately assess such Unit Owner for any additional insurance premium resulting therefrom.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as it may from time to time determine, covering the officers, the managing agent, the manager, and all Unit Owners, collectively and individually. Such public liability coverage shall also contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. The Board of Managers shall obtain coverage for all officers and employees of the Association handling or responsible for funds of the Association. The Association shall review such limits once each year.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation for the benefit of the Board of Managers and other Unit Owners, and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Each Unit Owner shall be deemed to appoint the Board of Managers as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance policies therein described, except as to policies carried separately by the respective Unit Owners, including full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect the proceeds and to distribute the same to the Association, the Unit Owners, and their respective mortgagees (subject to the provisions of these Bylaws, the Declaration, and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Association as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Board in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the equipment, fixtures, furnishings, or personal property in any Unit.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Property as a result of fire or other casualty, and the proceeds of any policy or policies of insurance insuring against such loss or damage and payable by reason thereof shall be substantially sufficient in the opinion of the holder or holders of all mortgages and deeds of trust on the Property and the Officers to pay the cost of repair or restoration, estimated as hereinafter provided, then the Board of Managers, after having obtained the consent of the holder or holders of all

mortgages and deeds of trust on the Property, shall arrange for the prompt repair and restoration of the buildings (including any damaged Units, but not including any equipment, fixtures, furnishings, or personal property of the Unit Owners or as described in the following paragraph); and the Board, after having obtained the consent of the holder or holders of all mortgages and deeds of trust on the Property, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration to the Common Elements in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common expenses.

Each Unit Owner shall be responsible for the reconstruction, repair, or replacement of the interior of his Unit, to the extent not covered by the insurance carried by the Association and specifically with respect to the floor coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, and all appliances located therein, irrespective of whether or not such appliances are "built in" to the Unit.

In the event the Property damaged or destroyed is not insured against the peril causing the loss or damage, or the restoration and reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days after said damage or destruction, then the provisions of Section 448.140, R.S.Mo., in such event shall apply.

As soon as possible after the occurrence of a casualty which causes damage to any part of the Property for which the Association has insurance coverage and the provisions of Section 448.140, R.S.Mo., are not invoked (hereinafter referred to as the "casualty"), the Association shall obtain reliable and detailed cost estimates of the following: (a) the cost of restoring all damage caused by the casualty to the common elements (hereinafter referred to as the "common element costs"); and (b) the cost of restoring that part of the damage caused by the casualty to each Unit which is or would be covered by

insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "unit costs").

If repair or restoration is to be made pursuant to this Section, all insurance proceeds available to the Association with respect to the casualty shall first be applied to the payment of the actual common element costs; and the balance thereof, if any, shall thereafter be applied to the payment of the actual unit costs. However, if such insurance proceeds are not sufficient to cover the actual costs, then an assessment shall be made against the Unit Owners by the Association in the following manner: (a) all Unit Owners shall be assessed for the payment of the estimated common element costs not otherwise paid from insurance held by the Association; and (b) each Unit Owner of a damaged Unit shall be assessed an amount equal to his actual unit costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is his estimated unit costs and the denominator of which is the total of all of the estimated unit costs.

Section 4. Payment of Common Charges. All Unit Owners shall be obligated to pay the common expenses and assessments assessed by the Board of Managers pursuant to the provisions of this Article IV, herein sometimes referred to as "common charges," at such time or times as provided herein or as the officers shall otherwise determine.

A Unit Owner in default in the payment of common charges for a period of thirty (30) days after the same are due shall not be entitled to vote at any meeting of the Unit Owners so long as such default continues, except with respect to matters referred to in Sections 448.150 and 448.160, R.S.Mo., and any other matters requiring the unanimous consent of all Unit Owners. The Board of Managers may discontinue the furnishing of utilities or other services to a Unit Owner in default

after giving ten (10) days written notice to such owner of its intention to do so.

No Unit Owner shall be liable for the payment of any part of the common charges against his Unit assessed subsequent to a sale, transfer, or other conveyance by him (made in accordance with the provisions of Section 1 of Article VI of these Bylaws) of such Unit. In addition, any Unit Owner may, subject to the terms and conditions specified in these Bylaws, provided that his Unit is free and clear of liens and encumbrances other than a bona fide first mortgage and a lien for unpaid common charges, convey his Unit to the Association or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event is exempt from common charges thereafter assessed.

If any Unit Owner fails or refuses to make any payment of the common charges when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property, hereinbefore defined and including the Unit and, upon the recording of notice thereof by the Board of Managers, shall be a lien upon such Unit Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded; except only taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of Missouri and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of the mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. All of the provisions of Section 448.080, R.S.Mo., are adopted herein by reference.

Section 5. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Association

the common charges as determined by the Board of Managers, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid common charges. Such Unit Owner shall also be obligated to pay interest on said common charges until paid at the rate of eighteen (18) percent per annum or the highest rate allowed by law. The Association shall have the right to recover such common charges and interest thereon, together with the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, and/or by foreclosure of the lien on such Unit Owner's interest granted by Section 448.080, R.S.Mo.

Section 6. Foreclosure of Liens for Unpaid Common Charges.

In any action brought by the Association to foreclose a lien on a Unit Owner's interest because of unpaid common charges, the Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7. Statement of Common Charges. The Board of Managers shall provide any Unit Owner so requesting the same in writing with a written statement of common charges due from such Unit Owner. Such statement shall be furnished within ten (10) days after receipt of said request.

Section 8. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers or Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the officers the right, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing,

or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the officers shall not thereby be deemed guilty in any manner of trespass; and/or

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

In the event any action is brought against a Unit Owner claiming, asserting, or enforcing a lien against the Unit or Common Elements, the Unit Owner shall give prompt notice thereof to the Board of Managers.

Section 9. Maintenance and Repair.

(a) Units. All maintenance, repairs, and replacements to any Unit (other than maintenance of and repairs to any Common Elements contained therein and as otherwise provided in the Declaration and this Article in the event of fire or casualty) shall be made by the owner of such Unit. In the event the Board of Managers permits maintenance employees to perform maintenance work for which the Unit Owner is obligated, the Board shall have the right to establish reasonable rates and charges for such maintenance work and the Unit Owner shall pay for such work and any material required promptly on demand. Nothing herein shall be deemed to obligate the Board for such maintenance, repair, and replacement, it being recognized that any such arrangement, if provided for, shall be solely as a convenience to the Unit Owners.

(b) Common Elements. All maintenance, repairs, and replacements to the Common Elements, whether located inside or outside of the Units, shall be made by the Association and in accordance with the Declaration and be charged by the Board of Managers to all Unit Owners as a common expense. All payments for such maintenance, repairs, and replacements to the Common Elements shall be documented by payment vouchers and approved by the Board.

Section 10. Limited Common Elements. With respect to any Limited Common Elements, the Unit Owner of the Unit to which a Limited Common Element is appurtenant shall have the

right to make use of the Limited Common Element, as applicable, but the use thereof shall be subject to rules and regulations therefor as may be established by the Board of Managers. Any use thereof shall be at the sole risk of the Unit Owner having sole access thereto, and no use shall be permitted which will damage the Common Elements or portions thereof. Any damage to the Common Elements resulting from such use shall be repaired and restored at the cost of such Unit Owner.

Section 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Units. Each Unit shall be used and occupied solely for residential purposes and for the use of a single family or no more than two (2) adults. Pets shall not be permitted unless consent is obtained from the Association. No Unit shall be used for solely professional or business purposes or as a business or professional office, except that occasional business guests shall be permitted. In the event of the death or disability of a Unit Owner and it is desired by the executor, administrator, guardian, or personal representative to dispose of certain household effects and personal property on the premises, such sales and dispositions may be permitted by the Board of Managers, in the nature of "estate sales;" however, any such sales shall be by invitation only and shall not be conducted in such a fashion as to be generally advertised or open to the general public.

(b) Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(c) Nuisance. No nuisance shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession or proper use of the Property by the Unit Owners or which increases the insurance risk to the Property.

(d) Compliance with Laws. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the respective Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) Restriction on Rental. No portion of a Unit other than the entire Unit may be rented or leased, and no transient tenants may be accommodated in a Unit.

Section 13. Addition, Alterations, or Improvements. Additions, alterations, or improvements in the Common Elements costing in excess of One Thousand Eight Hundred Dollars (\$1,800.00) must be approved by the vote of a majority of Unit Owners. No Unit Owner shall make any structural addition, alteration, or modification in or to his Unit without the prior written consent thereto of the Board of Managers, which consent shall not be unreasonably withheld. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration, or modification of such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or modification. Any application to any department of the City of Kansas City or to any other governmental agency for a permit to make such addition, alteration, or modification in or to any Unit shall be executed by the officers if required, without, however, incurring any cost or liability on the part of the officers or any of them to such authority or to any contractor, subcontractor, or materialman on account of such addition, alteration, or modification.

Section 14. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the stairways

or other common areas or common facilities, other than a Limited Common Element to which such Unit Owner has sole access, and other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The stairways shall be used for no purpose other than for normal transit through them. Any parking spaces which the Board of Managers decides to lease or assign to Unit Owners shall be leased or assigned to Unit Owners for such amounts and upon such terms and conditions as are from time to time established by the Board. No Unit Owner shall be allowed to lease or shall be assigned more than one (1) parking space.

Section 15. Right of Access. The manager or any other person authorized by the Board of Managers shall have the right of reasonable access to each Unit for the purpose of correcting any condition originating in such Unit and/or threatening another Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in such Unit or elsewhere in the building, provided that requests for entry are made in advance and any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency situation, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 16. Rules of Conduct. Reasonable rules and regulations concerning the use of the Units and the Common Elements may be made by the Board of Managers or by a vote of a majority of Unit Owners from time to time. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Section 17. Water and Sewer Charges. Water shall be supplied to all of the Units and the Common Elements through a building meter, and the Board of Managers shall pay, as a common expense, all charges for water consumed on the Property, including the Units, together with all sewer charges, promptly after the bills for the same have been rendered. In the event

of a proposed sale of a Unit by the owner thereof, the Board of Managers, on request of the selling Unit Owners, and provided the Unit Owner is not in default, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay, subject to the provisions of these Bylaws, all charges for water and sewer service affecting the Property from and after the date of closing of title to such Unit.

Section 18. Electricity and Gas:

(a) Electricity. Electricity shall be supplied by a public or other utility company serving the area, directly to each Unit through a separate meter, and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. Electricity serving the Common Elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the Common Elements as a common expense.

(b) Gas. The Units presently have no gas service. In the event that gas service is supplied in the future through a building meter, the charges therefor shall be equitably apportioned among the using Unit Owners as determined by the Board of Managers; except that in the event the Association shall obtain separate metering of gas service through a public or other utility, then such service shall be furnished directly to each Unit through a separate meter, and each Unit Owner shall be required to pay the bills for gas consumed or used in his Unit.

ARTICLE V

MORTGAGES

Section 1. Notice to Officers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee, and the Board shall maintain such information.

Section 2. Notice of Unpaid Common Charges and Notice of Loss or Taking. The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly, in writing,

notify the mortgagee of any default in the performance by the individual Unit Owner mortgagor of any obligation under the condominium agreements and any then unpaid common charges due from such Unit Owner. If requested by any mortgagee or assignee thereof, the Board of Managers will give notice in writing to such mortgagee of any loss to or taking of the Common Elements if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in payment of common charges or other default shall send a copy of such notice to the holder of a mortgage covering such Unit whose name and address have theretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books and records of the Association at reasonable times on business days, but not more often than once a month.

Section 5. Rights of Mortgagees. Notwithstanding any other provision of these Bylaws or the Declaration, no amendment or violation of these Bylaws or the Declaration shall operate to defeat or render invalid the rights of the mortgagee under any mortgage upon a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage such Unit shall remain subject to these Bylaws and the Declaration, as amended. Notwithstanding any and all provisions of these Bylaws and the Declaration to the contrary, in order to induce the Veteran's Administration ("VA"), the Federal Housing Association ("FHA"), the Department of Housing and Urban Development ("HUD"), Federal Home Loan Association ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), or any other governmental agency or any other public, quasi-public, or private entity which performs or may in the future perform financing similar to those currently performed by such entities to participate in the financing of the sale of Units within the Property, the following provisions are added hereto; and to the extent these added provisions pertaining to the rights of mortgagees, FHLMC,

FNMA, GNMA, HUD, VA, FHA, etc., conflict with any other provisions of these Bylaws and the Declaration, these added restrictions shall control:

(a) Unless at least one hundred (100) percent of the first mortgagees [based upon one (1) vote for each mortgage owned] or one hundred (100) percent in aggregate Unit Interest of all the Unit Owners have given their written approval, neither the Association nor the Unit Owners shall:

(1) By act or omission seek to abandon or terminate the condominium project; or

(2) Change the pro rata interest or obligations of any Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership or each Unit in the Common Elements.

(b) Unless at least eighty (80) percent of the first mortgagees [based upon one (1) vote for each mortgage owned] or eighty (80) percent in aggregate Unit Interest of all the Unit Owners have given their written approval, neither the Association nor the Unit Owners shall:

(1) Partition or subdivide any Unit, provided such partition is not in kind;

(2) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements or to transfer or sell the condominium project (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements and Units shall not be deemed a transfer within the meaning of this clause); or

(3) Use hazard insurance proceeds for losses to any Unit (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such Property, except as provided by Section 448.140, R.S.Mo.

(c) In addition to the foregoing, the Board of Managers may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FHLMC, FNMA, or GNMA, or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering condominiums. Each Unit Owner hereby agrees that it will benefit the Association, as a class of potential mortgage borrowers and potential sellers of their Units, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules, and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board of Managers concerning the status of any mortgage encumbering a Unit.

ARTICLE VI

SALES AND LEASES OF UNITS

Section 1. Sales and Leases. No Unit Owner may dispose of a Unit or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) Notice to Association; Representation of Selling Owner. A Unit Owner intending to make a sale or lease of a Unit, or any interest therein, shall give written notice of such intention delivered to the Association, and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such Unit Owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and representation by such Unit Owner to the Association that the Unit Owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing Unit Owner shall be responsible to the Association for any damages suffered by the Association in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to

include (but not be limited to) the difference between the price or rent paid by the Association for the Unit and the fair market value or rental thereof, as applicable.

(b) Association Approval. Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing Unit Owner), who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the Unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished to the Association. In the case of sale, the approval of the Association shall be in recordable form, signed by an authorized officer of the Association. Failure to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) Unapproved Sale or Lease. In the event a sale or lease transaction is consummated between a Unit Owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in Subsections (a) and (b) of Section 1 of this Article VI; and such rights to disapprove and furnish a purchaser or lessee shall expire twenty (20) days after the Board of Managers receives knowledge at a meeting of the Board of

the actual terms of the transaction or one (1) year after the consummation of the original transaction, whichever occurs first.

(d) Exceptions. The above provisions of Subsections (a), (b), and (c) of Section 1 of this Article VI shall not apply to:

(1) A public or private sale held pursuant to foreclosure of a first mortgage on any Unit, nor to a subsequent sale by the holder of a first mortgage who has acquired title to a Unit pursuant to the remedies provided in the mortgage or deed (or assignment) in lieu of foreclosure or by purchase at a sale pursuant to the foreclosure of the first mortgage held by it on such Unit;

(2) The holder of any first mortgage covering any Unit which comes into possession of unit covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, such mortgagee to be exempt from the provisions of this Article VI and any other restriction of the sale or rental of the mortgaged Unit;

(3) Any sale or lease by a Unit Owner of his Unit to his spouse or to any of his children, brothers, or sisters, or any one or more of them; or

(4) Any conveyance or transfer by a Unit Owner of his Unit by a bona fide gift or by will, or the passing of the same on death to his heirs at law, or conveyance to a trustee under an inter vivos or testamentary trust agreement created by the Unit Owner or his spouse, children, or relative.

(e) Provisions of Deed or Lease. Any deed shall provide that the grantee takes subject to the provisions of the Declaration, the Bylaws, and the rules and regulations, as the same may be amended from time to time. Any lease shall be subject to and be consistent with the Declaration, the Bylaws, and the

rules and regulations, as the same may be amended from time to time, and shall provide that it may not be modified, amended, extended, or assigned without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises or any part thereof without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of such lease.

Section 2. Authority of Board of Managers. The Board of Managers shall have authority to exercise any rights herein set forth regarding the purchase or lease of any Unit with the consent or approval of the Unit Owners.

Section 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including the Unit Interest in the Common Elements, it being the intention hereof to prohibit any severance of such combined ownership. Any deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Unit Interest in the Common Elements may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the entire Unit to which such interests are appurtenant.

Section 4. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except a bona fide mortgage.

ARTICLE VII

CONDEMNATION

In the event of condemnation or the exercise of the power of eminent domain whereby the federal government, the state, a political subdivision, or any other corporation, agency, or authority having the power of condemnation or eminent domain seeks to acquire any of the Common Elements of the Property, the provisions of Section 448.195, R.S.Mo., shall govern with respect to the taking of the Common Elements. In the event that all or any part of the Units are taken by condemnation or the exercise of the power of eminent domain, as above described, the Unit Owners shall be free to assert their respective claims against the condemning authority, including any claims for severance damage, and have the proceeds which are properly allocable to the respective Unit taken or condemned. In any such condemnation proceeding, where Units are taken, the respective Unit Owner of the Unit taken shall have the right to assert against the condemning authority its claim for its loss of its Unit Interest in the Common Elements. In the event that a taking involves only part of the Common Elements and in the judgment of the Board of Managers the remainder of the Property will not be substantially damaged or rendered unsuitable for continued use, the Board of Managers shall have the right to the funds applicable to the part of the Common Elements for the repair and restoration of the remainder of the Property, and any excess of such award shall be credited to the Unit Owners in accordance with their respective Unit Interests in the Common Elements.

ARTICLE VIII

RECORDS AND AUDITS

The Board of Managers shall keep or cause to be kept detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Association, including receipts and

expenditures, as well as a separate account for each Unit which, among other matters, shall contain the amount of each assessment of common charges against such Unit, the date, the amounts paid thereon, and the balance remaining unpaid. An annual report of the assets and liabilities, including receipts and expenditures of the Association shall be given to all Unit Owners, and to all mortgagees of Units who have requested the same. Every three (3) years, the books shall be reviewed by a Certified Public Accountant.

ARTICLE IX

DEFAULT

Section 1. Events of Default. Failure on the part of any Unit Owner to comply with any of the terms of the Declaration, these Bylaws, or the rules and regulations of the Association shall constitute an event of default and shall be grounds for relief which may include, without limitation, an action by the Association to recover damages for injunctive relief, or any combination thereof, or any other appropriate relief.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Unit Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees from such Unit Owner.

Section 3. No Waiver. The failure of the Association or of any Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws, or the rules and regulations of the Association shall not constitute a waiver of the right of the Association or of any such Unit Owner to enforce such right, provision, covenant, or condition in the future.

Section 4. Remedies Cumulative. All rights, remedies, and privileges granted to the Association or any Unit Owner or Unit Owners pursuant to any terms, provisions, covenants, or conditions of the Declaration, these Bylaws, or the rules and regulations of the Association, shall be deemed to be cumulative;

expenditures, as well as a separate account for each Unit which, among other matters, shall contain the amount of each assessment of common charges against such Unit, the date, the amounts paid thereon, and the balance remaining unpaid. An annual report of the assets and liabilities, including receipts and expenditures of the Association, certified by an independent Certified Public Accountant, shall be delivered by the Board of Managers to all Unit Owners, and to all mortgagees of Units who have requested the same, within sixty (60) days after the end of each fiscal year.

ARTICLE IX

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Section 1. Events of Default. Failure on the part of any Unit Owner to comply with any of the terms of the Declaration, these Bylaws, or the rules and regulations of the Association shall constitute an event of default and shall be grounds for relief which may include, without limitation, an action by the Association to recover damages for injunctive relief, or any combination thereof, or any other appropriate relief.

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and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

ARTICLE X

STORAGE AND LAUNDRY FACILITIES,
PARKING AREAS AND OUTDOOR DRIVES

Section 1. Use of Facilities and Drives. Storage and laundry facilities and parking areas shall be under the control of the Board of Managers. All Unit Owners shall be entitled to reasonable use of the storage and laundry facilities in accordance with the rules and regulations. Use of the parking areas is provided for in Article IV, Section 14. The driveway on the Property affording ingress to and egress from the buildings and to and from the parking facilities shall be utilized by Unit Owners, their guests and invitees, subject to the rules and regulations of the Association.

Section 2. Indemnification. Each party utilizing the storage and laundry facilities and parking areas shall do so at his own risk and shall assume all responsibility for loss or damage and the like with respect to all of his properties stored, maintained, or kept therein; and each party utilizing such facilities shall do so upon this understanding and agreement and by acceptance of the use of such facilities shall be deemed to have consented and agreed that neither the Board of Managers, the Association, nor any other Unit Owner shall be responsible or liable to a Unit Owner for loss or damage to his property by fire, casualty, water damage, leakage, explosion, burglary, theft, or from any other cause.

ARTICLE XI

MISCELLANEOUS

Section 1. Notices. All notices to the Association or to the Board of Managers hereunder, except as otherwise provided herein, shall be in writing and sent by registered or certified

mail to the Association at P.O. Box 52076, Kansas City, Missouri 64111, or at such other address as the Board of Managers may hereafter designate from time to time. Notices to any Unit Owner, except as otherwise provided herein, shall be deemed given when delivered or mailed by regular or certified mail to the Unit Owner at his Unit address or to such other address requested by the Unit Owner by prior notice to the Association. All notices to mortgagees of Units shall be sent by regular or certified mail to their respective addresses, as designated by them from time to time in writing to the Association. All notices sent by regular or certified mail shall be deemed to have been given when deposited in the U.S. mail in the manner aforementioned.

Section 2. Invalidity. The invalidity of any part or provision of these Bylaws shall not in any manner impair or affect the validity, enforceability, or effect of any other part or provision of these Bylaws, and in such event all other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE XII

AMENDMENTS TO BYLAWS

Except as provided in the Declaration, these Bylaws may be modified or amended only by an affirmative vote of at least eighty (80) percent of all the Unit Owners at a meeting of Unit Owners.

ARTICLE XIII

CONFLICTS WITH CONDOMINIUM PROPERTY ACT

These Bylaws are set forth to comply with and supplement the requirements and provisions of Chapter 448 of the Revised Statutes of Missouri (1978) and the Declaration. In case any

of these Bylaws are contrary to or in conflict with the provisions of said statutes or the Declaration, as the case may be, the applicable provisions of said statutes and Declaration shall control.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be signed by the Secretary this 30th day of August 1984.

WESTPORT LANDING CONDOMINIUM
SUBDIVISION ASSOCIATION

Laura E. Young
Secretary : Laura E. Young

Seal:



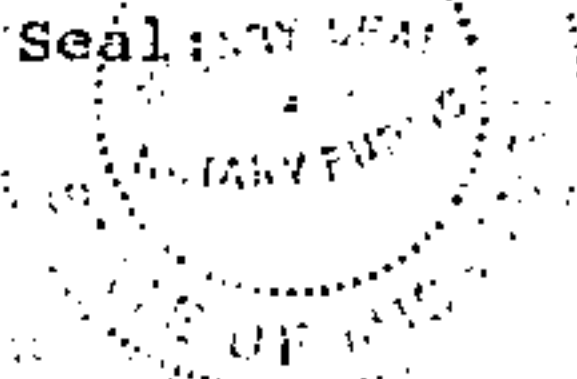
ACKNOWLEDGEMENT

State of Missouri)
County of Jackson) ss.

On this 30th day of August 1984, before me personally appeared Laura E. Young, who being duly sworn did say that she is the Secretary and Officer of the WESTPORT LANDING CONDOMINIUMS OWNERS ASSOCIATION, A MISSOURI CORPORATION, and acknowledges that she executed the same as her free act and deed and as officer of the Corporation.

SUBSCRIBED AND SWORN before me, a Notary Public, this 30th day of August, 1984.

I. Pearl Jenkins
Notary Public - I. Pearl Jenkins



My Commission Expires:
I. PEARL JENKINS
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires December 1, 1987.

77.00
Shurt

STATE OF MISSOURI SS
COUNTY OF JACKSON
I CERTIFY INSTRUMENT RECEIVED

1984 AUG 31 A 11:07.0

RECORDED **K1346P1557**
CATHERINE T. ROCHA
DIRECTOR OF RECORDS