

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
NORTH BROOK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF NORTH BROOK (this "Declaration") is made and executed as of November 16, 1997, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer").

RECITALS

A. On 12/17, 1997, the Developer executed that certain subdivision plat entitled "NORTH BROOK - FIRST PLAT" (the "Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into Lots 1 through 10, BLOCK 1, Lots 1 through 10, BLOCK 2, Lots 1 through 22 and Tract A, BLOCK 3, Tract B, BLOCK 8, BLOCK 9, H.A. Tract 1 and H.A. Tract 2 and the streets, roadways and other areas shown and marked thereon (collectively, the "Property"), which Plat was approved on 1/17, 1998, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on 5/17, 1998, in Plat Book D, at Page 47, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty; and 2/23/98 2/23/98

B. The Developer presently owns all of the Lots and Tracts shown on the Plat; and

C. The Developer desires to create, establish, maintain and preserve a residential neighborhood possessing features of more than ordinary value; and

D. The Developer desires to subject the Property to those certain covenants, conditions, restrictions and easements herein set forth;

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that the Property, constituting all of the real property described in the Plat, and formerly legally described as shown on Exhibit A attached hereto, hereafter shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon the Developer and the heirs, personal representatives, successors, transferees and assigns of the Developer and any person or entity at any time having any right, title or interest in all or any part of the Property.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following words, when used in this Declaration or in any Supplemental Declaration (as provided below), unless plainly inconsistent with the context of this Declaration, shall have the following meanings or, if not defined below, the meanings ascribed to them in the Homes Association Declaration:

*Rep. Hunt Midwest
Deputy*

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A. "Articles" mean the Articles of Incorporation for The North Brook Home Owners Association currently on file with the Missouri Secretary of State, and any amendments which may be made to those Articles from time to time.

B. "Association" means The North Brook Home Owners Association, a Missouri not for profit corporation, and its successors and assigns.

C. "Association Documents" means this Declaration, the Homes Association Declaration, the Articles of Incorporation and the Bylaws of the Association, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

D. "Board of Directors" means the governing body of the Association elected to perform the obligations of the Association.

E. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.

F. "Common Area" means Tract A, BLOCK 3, Tract B, Block 8, H.A. Tract 1, H.A. Tract 2, all Streets (not previously or by the Plat dedicated to and accepted, maintained and repaired by the City) all parks (not previously or by the Plat dedicated to and accepted, maintained and repaired by the City), all swimming pools and related facilities, all recreational areas, all open or green space areas, all storm sewer drainage facilities and improvements, all similar places the use of which is dedicated to or set aside for the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners of the District or reserved to the Association's use pursuant to easements, including, but not limited to, any utility or other easement areas including those parts or parcels of ground (including portions within Lots) in, over, under or upon which the Developer has reserved an easement for water drainage, run-off or detention use, and any private open space set aside by the Developer in lieu of parkland dedication or money in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City, as amended or supplemented, all as listed, shown or identified on the recorded Plat of the District as the same may be amended and supplemented from time to time.

G. "Declaration" means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements of North Brook, as amended or supplemented from time to time.

H. "Developer" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns.

I. "District" means all of the Lots, Common Area or any other of the Property, as may be expanded.

J. "Homes Association Declaration" means the Homes Association Declaration of The North Brook Home Owners Association of even date herewith, as amended or supplemented from time to time.

K. "Lot" means a plot, parcel or tract of land subject to this Declaration and designated as a "Lot" on the recorded Plat, together with all appurtenances and improvements, including a Residence, now or in the future on any such Lot.

L. "Member" means the cumulative Owner(s) of a Lot who hold(s) membership in the Association.

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M. "North Brook", "North Brook Addition" or the "Addition" means the Property within the District, as may be expanded.

N. "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the purchaser under a contract for deed covering a Lot and including the Developer, but excluding those having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

O. "Plat" means the recorded Plat of the Property described in Recital A above.

P. "Property" means and refers to that certain real property described on in the Plat and on Exhibit A attached to this Declaration and such additional property as may in the future be brought within the jurisdiction of this Declaration by Supplemental Declaration.

Q. "Residence" means a private single family dwelling constructed on any one Lot.

R. "Street" shall mean any roadway, street, court, circle, terrace, lane, drive, boulevard, alley or other name shown on the Plat.

S. "Successor Developer" means any person or entity to whom Developer assigns or transfers any or all of its rights, obligations, or interest as Developer, as evidenced by an assignment or deed of record in the office of the Register of Deeds of Clay County, Missouri, designating such person or entity as a Successor Developer. Upon such recording, Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

T. "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein.

ARTICLE II **PERSONS BOUND BY DECLARATION**

Section 2.1. Persons Bound by Declaration. The Developer and all persons or entities who shall hereafter acquire any interest in the Lots within the District hereby restricted shall be deemed to have taken such Lot holding, agreeing and covenanting with all other Owners of Lots, the Association and the Developer, and their heirs, personal representatives, successors, transferees and assigns, to conform to and observe the covenants, conditions, restrictions, easements and stipulations in this Declaration and the Association Documents for the term of this Declaration as it may be extended.

ARTICLE III **RESTRICTIONS**

Section 3.1. The Developer, for itself, its heirs, trustees, executors, successors and assigns, hereby places the following restrictions upon the Property:

A. No Lot in the District shall be used or improved for other than a Residence. No commercial, retail or other business building shall be constructed nor shall any business be carried or maintained on, in or from any Lot or Residence in the District (except for model homes used by the

Developer, any builders or any marketing or sales companies authorized to have model homes by the Developer).

B. No Residence or other structure shall be erected on any part of a Lot nor shall any Residence be located on any Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or, if none is shown on the Plat, ten (10) feet. No Residence shall be located nearer to an interior Lot line than the greater of 10 feet or ten percent (10%) of the width of the Lot. The finished floor area of the main structure shall be at least 1100 square feet for all one-story and split-level Residences, at least 1000 square feet of finished first floor area and at least 1400 square feet of total finished floor area for any one and one-half story Residences, and at least 700 square feet of finished first floor area and a total finished floor area of not less than 1400 square feet for two story Residences. The above required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Residences. The Developer and/or Architectural Control Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Residence shall be erected, altered, placed or permitted to remain on any Lot. No Residence may exceed two (2) levels in height. Each Residence shall have an attached garage for not less than two (2) nor more than (3) cars.

C. No noxious or offensive trade or activity shall be carried on upon, in or from any Lot or Residence nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement (less house), moved house, tent, shack, barn, or other outbuilding or structure shall be constructed or erected or moved onto and permitted to remain on any Lot. Storage or utility sheds may be permitted upon application to and approval by the Architectural Control Committee but shall be subject to the provisions set forth herein, including ARTICLE IV, with respect to construction, design, materials, location and screening from view, at the discretion of such Committee.

E. No bees, cows, horses, swine, goats, birds or poultry or other non-domestic animals shall be kept on any Lot. Dogs (except pit bulls), cats or other household pets may be kept in a Residence or on a Lot provided they are not kept for breeding or other commercial purposes and are limited to no more than three (3) in total number. No pit bulls may be kept in a Residence or on a Lot (whether or not within a fenced yard or other enclosures). Dog runs of chain link or other fencing may be permitted upon application to and approval of the Architectural Control Committee which may impose requirements as to their construction, design, materials, location and screening from view.

F. No tank for storage of oil or other fluids may be maintained on any Lot above the surface of the ground.

G. No fencing shall be permitted upon any Lot except wood fences built with methods and materials which harmonize with the external design of the Residences in the District.

H. No Lot shall be in any way be subdivided without the prior approval of the Architectural Control Committee and, if approved, only in compliance with any applicable Subdivision Regulations of the City.

I. No Residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such Residence must be fully completed within six (6) months after excavation is started. In the event of fire, windstorm or other damage, no Residence shall be permitted to remain in a damaged condition longer than three (3) months.

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J. All sewage disposal shall be by means of subterranean sewer pipe connected to the city sewer system. No septic tanks or other individual sewage disposal system may be constructed on any Lot.

K. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, except during construction.

L. No signs, billboards or advertising structures of any kind may be placed or stored upon any Lot except that signs advertising the rental or sale of property shown on the recorded Plat are permitted, provided such signs do not exceed five square feet in size. The Developer reserves the right to place larger "bill board" type signs on any Lot owned by it.

M. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements and then the material shall be placed only within the property lines of the Lot or Lots upon which the approved improvements are to be erected.

N. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels or its collection in detention ponds or basins in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company or the Association is responsible.

O. No Residence or other improvement shall be erected on any Lot until the building plans, specifications and plot plan for such Residence or improvement have been approved in writing by the Architectural Control Committee, as established as the Bylaws of the Association, as to conformity and harmony of exterior design (including color) with the existing Residences and landscape and as to the location of such Residence with respect to property lines and topography and finished grade elevation and quality and type of workmanship and materials. The Architectural Control Committee shall approve or disapprove the plans, specifications and plot plan within thirty (30) days after submission. The proposed Residence, if approved, shall thereafter be constructed in conformity with the approved plans, specifications and plot plan.

P. No mobile home or other similar trailer, either with or without wheels, shall be moved onto or kept on any Lot.

Q. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the Lots in nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by this Declaration.

R. No burning of trash or storage of trash, garbage, old appliances, junk or other refuse shall be permitted on any Lot outside of a Residence, except that garbage and trash may be set out the evening before trash pick-up.

S. If mail delivery directly to a Residence is available, no street or curbside mail boxes shall be permitted. If such mail delivery is unavailable, all such mail boxes shall be of such design as approved by the Architectural Control Committee.

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T. All driveways from the street to a Residence shall be constructed in an all-weather manner exclusively with asphalt or concrete surfacing and maintained in good condition. No rock or gravel driveways shall be permitted.

U. All yards initially shall be sodded, and thereafter resodded or planted, with perennial grasses, including zoysia, blue grass or fescue. Lawns and plantings shall be kept mowed and trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) permit.

V. No radio station, whether amateur or commercial, of any type shall be operated from any Lot or Residence in the District and no radio antenna shall protrude above the roof line of any Residence. No radio or television aerial wire, antenna, antenna tower or satellite dish may be maintained outside of any Residence or other approved structure unless approved by the Architectural Control Committee.

W. All doors on garages of Residences shall be kept closed except when opened for the purpose of parking or removing motor vehicles therefrom or cleaning of the same.

X. No exterior clothesline or poles may be erected or maintained anywhere on any Lot.

Y. No exterior Christmas lights and/or decorations may be erected, installed, hung or maintained on any Residence or Lot except during the sixty (60) day period commencing on November 15th of each year and ending on January 14th of the following year.

Z. No school buses, automobiles, campers, camper-trailers, recreational vehicles, tractors, trucks, motorcycles, other motor vehicles or boats shall be parked at the curb for more than twenty-four (24) hours at any one time. No major repair work shall be performed on any vehicle or boat while parked outside the garage or other enclosure or on the street. Any vehicles that are not in operating condition and driveable or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life, health or public safety, shall not be parked or left on any Lot or at the curb for more than twenty-four (24) hours. No boat, bus, camper, camper-trailer, trailer, recreational vehicle, tractor, truck, motorcycle nor any other vehicle similar or related in use shall be stored or parked on any Lot unless the same is kept in an enclosed area which is out of sight and screened from the view of any adjacent Lot or street.

AA. Each Owner of a Lot may construct thereon one (1) in-ground (but not above ground) swimming pool and/or a hot tub or spa and/or a tennis court for personal, non-commercial use, the plans and specifications for which must be approved in advance by the Architectural Control Committee which may require appropriate fencing or screening from view. No above ground swimming pools shall be permitted on any Lot. No lighting shall be permitted on any tennis court for evening use.

BB. All portions of foundations exposed and protruding more than eighteen inches (18") from and above the ground shall be painted the same color as the Residence.

CC. All Residences shall have wood windows or wood clad windows but may have aluminum or other metal storm windows and screens.

DD. All Residences shall be roofed with asphalt composition shingles approved by the Architectural Control Committee. Currently approved shingles include GAF's "Timberline" and Tamco's "Heritage II" that are "Weathered Wood" or comparable color.

EE. All wood or other non-brick or non-stone exteriors of any Residence (except roofs) shall be covered with paint or stain or quality vinyl or metal siding. No Residence shall be permitted to stand with its exterior in unfinished condition for longer than six (6) months.

FF. All water, gas, electricity, sewer, telephone, cable television and other utilities shall be located and run underground on each Lot.

GG. Tract A is reserved for, and its use shall be limited to, the installation, construction, maintenance and operation of a storm water detention basin. Tract B is reserved for, and its use shall be limited to, the installation, construction, maintenance and operation of a swimming pool and bath house and related recreational facilities with adjacent or surrounding landscaped green space. H.A. Tract 1 and H.A. Tract 2 are both reserved for, and their use shall be limited to, the installation, construction, and maintenance of Addition or District identification signs or monumentation and landscaping.

ARTICLE IV ARCHITECTURAL CONTROL AND MATERIALS USAGE

Section 4.1. Architectural Control. To preserve the harmony of exterior design and location of Residences on the Lots as well as all other portions of construction upon Lots, no building, Residence, wall, fence or other structure, building improvements or items of any kind shall be constructed, commenced, erected or maintained or kept upon any Lot, nor shall any additions, changes or alterations be made thereunto, until the plans and specifications showing the nature, square footage, kind, size, shape, front yard setback, side and rear yard setback, height, materials, method of construction, exterior color scheme, ground frontage and location of the same on the Lot shall have been submitted to and approved in writing by the Association's Architectural Control Committee. In the event any such plans and specifications are not approved or disapproved within thirty (30) days after their submission, approval shall be deemed to have been given and this Section fully satisfied. Such Architectural Control Committee shall establish reasonable rules and regulations regarding plan and specification approval.

Section 4.2. Restrictions on Materials. All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood, board and batten, shingles or aluminum or other all weather siding or such other materials as approved from time to time by the Association's Architectural Control Committee or a combination thereof.

Section 4.3 Architectural Control Committee. The Architectural Control Committee shall be appointed or established and continued by the Association as set forth in the Bylaws.

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ARTICLE V
STREETS AND COMMON AREA PROVISIONS

Section 5.1. Streets.

A. The Streets within the District are as shown in the Plat. To the extent the foregoing Streets have not previously been or are hereafter dedicated and conveyed to the City and accepted by it for all purposes, including maintenance, repair and replacement, by the Plat or otherwise, the same are hereby or will be dedicated by the Developer as part of the Common Area and, upon request, the Developer will convey by special warranty deed such Streets, in their present condition, to the Association for it to own, manage, repair, maintain, replace, improve, operate and otherwise deal with and Developer shall have no further responsibilities or obligations of any kind with respect thereto after the date of this Declaration or completion of their initial construction, whichever is later. Streets dedicated to the City are under its control and no work is permitted thereon without prior approval of the City.

B. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse the same. Any Owner damaging or abusing the Streets or any other improvements in the Common Area shall be responsible to the Association for all costs incurred by it to repair or replace the same. The Association is and shall be responsible for the maintenance, management, operation, replacement, repair, improvement or otherwise of all portions of the Common Area, including all improvements thereon, including all Streets (to the extent not done by the City); provided, however, that notwithstanding anything contained herein to the contrary, the Owners of Lots which abut and are immediately contiguous to the Streets shall maintain in good condition and repair their Lots as well as that area representing any sidewalks and/or unpaved portions behind the Streets which are appurtenant to such Owners' Lots. The Association is and shall be authorized to adopt and enforce reasonable rules and regulations regarding Lot Owners' responsibilities for maintenance and repair of such areas.

Section 5.2. Common Area.

A. All portions of the Common Area shown on the Plat, other than those described in Section 5.1 above, but including any areas reserved or designated for utility, storm water run-off or detention, sewer or other easements, whether or not within any Lot, are hereby dedicated by the Developer as part of the Common Area. Developer shall have no further responsibilities or obligations of any kind with respect thereto after the date of this Declaration or the completion of the initial construction of the facilities or improvements thereon, whichever is later. The Developer shall convey the same and any improvements thereon by one or more special warranty deeds, in their then present condition, to the Association for it to own, manage, repair, maintain, replace, improve, operate and otherwise deal with by no later than December 31, 1997.

B. All portions of the Common Area described in A above shall be used only for their intended purposes and no Owner shall damage or abuse the same. Any Owner damaging or abusing the same shall be responsible to the Association for all costs to repair or replace the same.

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ARTICLE VI EXPANSION

Section 6.1. Reservation of Right to Expand. The Developer reserves and shall have the absolute unilateral right to expand the Property to include additional Lots and/or Common Area.

Section 6.2. Supplemental Declarations and Supplemental Plats. Such expansion may be accomplished by the filing for record by the Developer in the Office of the Recorder of Deeds for Clay County, Missouri, of one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions, and easements particular to such property. The expansion may be accomplished in stages by successive supplements or in one supplement expansion.

Section 6.3. Expansion of Definitions. In the event of any such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Lot" shall mean the Lots described herein and in the Plat plus any additional Lots added by a Supplemental Declaration or Declarations and supplemental Plat(s), and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the Property as expanded. The recordation in the land records of Clay County, Missouri, of a supplemental plat or plats incident to any expansion shall operate automatically to grant, transfer, and convey to the Association any new Common Area added to the Property as the result of such expansion.

Section 6.4. Declaration Operative on New Lots. The new Lots shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the supplemental plat(s) depicting the expansion property and the Supplemental Declarations(s) of public record in the real estate records of Clay County, Missouri.

ARTICLE VII PROPERTY RIGHTS OF OWNERS AND CERTAIN EASEMENTS

Section 7.1. Owner's Easement of Enjoyment. Every Owner has a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following and other provisions of this Declaration.

Section 7.2. Recorded Easements. The Property shall be subject to all easements as shown on the recorded Plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration.

Section 7.3. Developer's Rights Incident to Construction. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as may be reasonably necessary or incident to the construction of Residences on the Lots or other improvements on the Property or other real property owned by Developer; provided, however, that no such rights shall be exercised by Developer in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Lots or the District by the Owners.

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Section 7.4. Reservation of Easements, Exceptions, and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area, for purposes including but not limited to Streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interest of all the Owners and the Association, in order to serve all the Owners within the District.

Section 7.5. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their duties.

Section 7.6. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his guests, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

ARTICLE VIII

INCIDENTS OF OWNERSHIP IN THE DISTRICT

Section 8.1. Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Lot and the Residence and other improvements thereon shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Lot, including each easement, license, and all other appurtenant rights created by law or by this Declaration or by the Homes Association Declaration.

Section 8.2. No Partition. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

Section 8.3. No Subdivision. No Lot may be subdivided between or among multiple Owners of the Lot except with the prior approval of the Architectural Control Committee, and, if so approved, the voting rights of the Owners thereof shall be as set forth in the Homes Association Declaration and the Bylaws. Any such subdivision of a Lot shall be further subject to approval by the City under its Subdivision Regulations.

Section 8.4. Property Rentals. A Residence may be used for permanent or short-term occupancy by its Owner, its family, servants, agents, guests, invitees, and tenants, and such Owner shall be allowed to rent or arrange for rental of its Residence for any length of time, except that such Residence may not be used as an office or for any other commercial, retail, wholesale, business or professional purpose.

ARTICLE IX

DURATION OF COVENANTS AND AMENDMENT

Section 9.1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property until December 31, 2017, after which time they shall be automatically extended for successive periods of time of ten (10) years each, subject to the following provisions.

Section 9.2. Amendment. This Declaration, or any provision of it, may be amended by Supplemental Declaration at any time during the first 25-year term by an instrument signed by Owners holding not less than 66 2/3% of the votes possible to be cast under the Articles and Bylaws of the

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Association and signed by the Developer (during the period of its Class B Membership), and at any time thereafter by an instrument signed by Owners holding at least 66 2/3% of the votes so possible to be cast. Any amendment by Supplemental Declaration must be recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying that signatures of a sufficient number of Owners approving the amendment are on file in the office of the Association.

Section 9.3. When Modifications Permitted. Notwithstanding any provisions above, no termination, extension, modification or amendment of this Declaration made prior to December 31, 2007, shall be effective unless the prior written approval of the Developer is first obtained.

Section 9.4. Revocation. This Declaration shall not be revoked without the affirmative vote of at least 66 2/3% of the votes possible to be cast under the Articles and Bylaws of the Association and evidenced by a written instrument duly recorded, and the consent and approval of the Developer if required pursuant to Sections 9.2 or 9.3 above.

Section 9.5. Governmental Agencies Required Changes. Anything contained above in this Article or elsewhere in this Declaration to the contrary notwithstanding, the Developer reserves and shall have the absolute unilateral right, power and authority to alter, modify, revise, amend or change any of the terms and provisions of this Declaration or the other Association Documents, all as from time to time supplemented or amended, if, but only if, the Veterans' Administration, the Federal Housing Administration, any similar governmental agency or bureau, or the State of Missouri, or the City, or any of their agencies, bureaus or political subdivisions, or any successors thereto, shall require such action as a condition precedent to approval by such entity of the Property or any Lots for approved mortgage financing purposes under their various programs. If any such governmental entity so approves the Property or Lots and also so requires, any further amendment, modification or change to this Declaration or the other Association Documents during any period of time when there are one or more Class B Members shall also require the prior consent of such governmental entity giving such approval.

Section 9.6. Certain Amendments Prohibited Without City's Consent. Notwithstanding any provisions above, no modification or amendment of this Declaration which in any manner affects any private open space set aside by the Developer in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City or any storm water detention facilities may be made nor become effective without first obtaining the written consent of the City to any such amendment or modification.

ARTICLE X GENERAL PROVISIONS

Section 10.1. Enforcement. Except as otherwise provided in this Declaration, the Board of Directors, the Developer, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and easements now or hereafter imposed or reserved by the provisions of this Declaration. Failure by the Board of Directors of the Association, Developer, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Any person or party enforcing this Declaration or any of its provisions shall be entitled to recover its reasonable attorneys' fees and costs.

Section 10.2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 10.3. Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of any interest under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

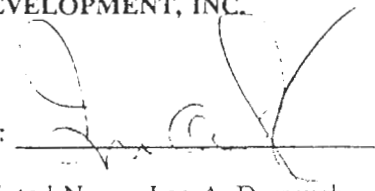
Section 10.4. Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 10.5. Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and, upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

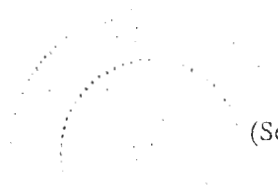
DEVELOPER:

HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.

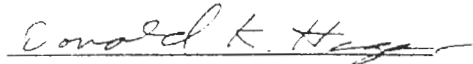
By: 

Printed Name: Lee A. Derrough

Title: President


(Seal)

ATTEST:

By: 

Printed Name: Donald K. Hagan

Title: Assistant Secretary

Exhibit A

Former Legal Description of Property
Prior to Platting

A subdivision of land in the Southwest Quarter of Section 15, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southwest Corner of the Southwest Quarter of said Section 15; thence North 0° 07' 07" East, along the West line of said Southwest Quarter, 1728.55 feet; thence South 87° 14' 05" East, 33.41 feet; thence North 2° 45' 55" East, 83.42 feet; thence North 24° 35' 41" East, 99.81 feet; thence South 70° 24' 43" East, 200.00 feet; thence South 19° 35' 17" West, 15.00 feet; thence South 70° 24' 43" East, 153.11 feet; thence South 5° 25' 09" West, 122.57 feet; thence Westerly on a curve to the left, having an initial tangent bearing of North 84° 34' 51" West, a radius of 320.00 feet, an arc distance of 10.74 feet, thence South 0° 07' 07" West, 228.69 feet; thence South 21° 57' 51" West, 253.87 feet; thence South 0° 07' 07" West, 590.16 feet; thence South 3° 08' 33" East, 85.30 feet; thence South 17° 43' 23" East, 175.43 feet; thence South 30° 45' 10" East, 87.26 feet; thence South 36° 12' 59" East, 87.03 feet; thence South 45° 28' 04" East, 176.24 feet; thence South 31° 41' 37" West, 96.72 feet to a point on the South line of said Southwest Quarter; thence North 88° 51' 28" West, 520.27 feet to the Point of Beginning. Containing 14.97 acres, more or less.

Note:

The above-described Property has been platted. The recording information identifying such Plat is shown in Recital A of the Declaration to which this **Exhibit A** is attached.

BOOK 2205 PAGE 76

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 16th day of December, 1997, before me, the undersigned Notary Public, personally appeared Lee A. Derrough, who, being by me duly sworn, did say that he is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the same on behalf of said corporation under and with the authority of its Board of Directors and he acknowledged that he executed the same as the free act and deed of said corporation.

Connie S. Thomas
Signature of Notary Public

Cornie S. Thomas
Typed or Printed Name of Notary

NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN 27 1998

'My commission expires:

Jan. 12, 1994

BYLAWS
OF
THE NORTH BROOK HOME OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is The North Brook Home Owners Association (the "Association"), a Missouri not for profit corporation. The initial principal office of the corporation is located at Suite 100, 8300 N. E. Underground Drive, Kansas City, Missouri 64161, but may be changed from time to time by the Board of Directors. Meetings of Members and Directors may be held at such places within the State of Missouri as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS, PURPOSES AND ASSENT

Section 2.01. Definitions. The definitions in Article I of the Homes Association Declaration of The North Brook Home Owners Association, as amended from time to time and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, shall apply to these Bylaws, and all defined terms used in these Bylaws shall have the same meanings as the defined terms used in the Homes Association Declaration.

Section 2.02. Purposes. The specific purposes for which the Association is formed are: (i) to provide for the maintenance, repair, replacement, improvement, preservation, and control of the Common Area which is part of the real property located in Clay County, Missouri, subjected to the Homes Association Declaration (the "Property"); (ii) to promote the health, safety, and welfare of the Owners and users of the North Brook housing development; and (iii) any other purposes set forth in the Articles.

Section 2.03. Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of North Brook in any manner are subject to the Association Documents, including these Bylaws. The acquisition or rental of any of the Lots or Residences in North Brook or the occupancy of one of the Lots or Residences shall constitute ratification and acceptance of these Bylaws.

ARTICLE III

MEMBERSHIP

Section 3.01. Membership and Voting Privileges. The Association shall have two (2) classes of voting membership:

Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer while it is a Class B Member, and, except as otherwise provided herein or in the Homes

Association Declaration, Owners shall be entitled to vote on Association matters on the basis of one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they shall determine among themselves and notify the Secretary of the Association in writing. Fractional votes shall be permitted but in no event shall there be more than one (1) total vote with respect to any such Lot. The fractional votes for such Lot shall be exercised by the person or persons (who may be a tenant of the Owners) either shown on the Association's records or appointed by proxy in accordance with Section 4.07 below as the Owners among themselves shall have determined and notified the Association. In the absence of a proxy, the fractional votes allocated to such Lot shall be suspended in the event a person or entity seeks to exercise the right to vote more than his or its fractional share then shown on the Association's records. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a tenant is appointed to vote on behalf of the Owner by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one (1) total vote be cast with respect to any one (1) Lot.

Class B Membership. The Class B Member(s) shall be the Developer and any successor of the Developer who takes title to all or any part of the Property for the purpose of development and sale of the Property and who is designated as the "Successor Developer" in a recorded Supplemental Declaration. Any Class B Member shall be entitled to and have five (5) votes for each Lot held by the Class B Member in all Association matters. The Class B Membership shall terminate and automatically be converted to Class A Membership on the earlier of the following events:

- (a) December 31, 2017; or
- (b) the date on which the Developer voluntarily relinquishes its Class B Membership as evidenced by a written notice recorded in the Office of the Recorder of Deeds for Clay County, Missouri; or
- (c) the date on which the last Lot owned by the Developer or Successor Developer is sold and transferred.

After termination of the Class B Membership, the Developer or any Successor Developer shall be automatically converted to Class A Membership entitled to and having one (1) vote for each Lot owned, if the Developer or Successor Developer then owns one or more Lots.

Section 3.02. Proof of Membership. Any person or entity, on becoming an Owner of all or any part of a Lot, shall furnish to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument shall remain in the files of the Association. Multiple Owners of fractional interests in divided Lots must furnish to the Secretary a written instrument allocating among them their fractional votes for such Lot. An Owner shall not be deemed a Member of the Association in good standing and shall not be entitled to vote at any annual or special meeting of the Members unless these requirements are first met.

ARTICLE IV

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 4.01. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Each subsequent annual meeting of the Members shall be held during the month of December and on a date and at a time set by the Board of Directors.

Section 4.02. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, or by the Board of Directors, or by the Developer (so long as it owns a Lot), or upon written request of Members who are collectively entitled to vote at least twenty percent (20%) of all of the Class A votes.

Section 4.03. Notice of Meetings. Written notice stating the place, day, and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, (or within any other time frame required by law), either personally or by mail, by or at the direction of the President, or the Secretary, or the person(s) calling the meeting, to the registered mailing address of each Member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the registered mailing address as it appears on the records of the Association, with postage thereon prepaid.

Section 4.04. Quorum. The presence at the meeting of Members entitled to cast (or of proxies entitled to cast) fifty percent (50%) of the votes shall constitute a quorum for any action except as otherwise provided in the Association Documents. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy.

Section 4.05. Voting by Mail. Voting by mail shall be permitted for election of Directors, amendment of the Articles of Incorporation, adoption of a proposed plan of merger, consolidation, or dissolution, or any other matters unless prohibited by the provisions of the Missouri General Not For Profit Corporation Law, as amended from time to time. In the case of a vote by mail, the Secretary shall give written notice to all Members, which notice shall include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the Members are entitled to vote by mail for or against such proposal, (iii) a statement of a date not less than twenty (20) days after the date such notice shall have been given by which all votes must be received, and (iv) the specified address of the office to which all votes must be sent. Votes received after that date shall not be effective. Delivery of a vote in writing to the designated office shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Section 4.06. Proxies. Any Member may cast such Member's vote in person or by proxy, but no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. No proxy shall be valid unless filed with the Secretary of the Association at or before the appointed time of each meeting.

Section 4.07. Designation of Voting Representative - Proxy. If title to a Lot is held by more than one individual, by a firm, corporation, partnership, association, or other legal entity, or any combination of such parties, a proxy must be executed and filed with the Secretary of the Association appointing and authorizing one person or alternate persons (who may be a tenant of an Owner) to attend all annual and

special meetings of Association Members and to cast the vote allocated to that Lot at the meeting. Such proxy shall be effective and remain in force for eleven (11) months from the date of its execution unless voluntarily revoked, amended, or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment, or termination, the Owner or Owners shall reappoint and authorize one person or alternate person to attend all annual and special meetings as provided by this Section.

Section 4.08. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.09. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at any meeting as well as a record of all transactions occurring at such meeting.

Section 4.10. Action Without a Meeting. Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number and Initial Board. The affairs of this Association shall be managed by a Board of not less than three (3) and no more than nine (9) Directors who shall be Members of the Association or the delegates of Members appointed by proxy under Section 4.07 above (except as provided in Section 5.02 below). The number of the Board of Directors shall be established from time to time by amendment to these Bylaws. The initial number of members of the Board of Directors shall be three (3). The name and addresses and initial terms of the three (3) persons who are to serve on the initial Board of Directors until their successors are elected are as listed below:

<u>Name</u>	<u>Addresses</u>	<u>Term Expires</u>
Lee A. Derrough	Suite 100 8300 N. E. Underground Dr. Kansas City, MO 64161	December, 1993
Thomas E. Steadman	Suite 100 8300 N. E. Underground Dr. Kansas City, MO 64161	December, 1994
Ora H. Reynolds	Suite 100 8300 N. E. Underground Dr. Kansas City, MO 64161	December, 1995

Section 5.02. Directors During Developer's Control. As long as the Class B Membership exists, the Board of Directors shall be selected, elected or appointed solely by the Developer and shall serve at the pleasure and sole discretion of the Developer. The Developer may select, elect or appoint and remove and replace such directors or any of them, including those named above, as often as the Developer wishes during such period. The Developer may surrender its right to select the Board of Directors at any time and shall do so upon termination of the Class B Membership. Directors selected, elected or appointed by the Developer need not be Members of the Association.

Section 5.03. Election of Directors During Members' Control. Upon the surrender by the Developer of its right to select directors or termination of the Class B Membership, the Directors shall be elected by the Members at each annual meeting of the Members. Thereafter, all Directors shall be elected by the Members. At the first general election of the Board by Association Members and all subsequent elections, the Members of the Association may cast as many votes as they are entitled to exercise under the provisions of Section 3.01 above. Voting for Directors shall be by secret written ballot.

Section 5.04. Term of Office of Directors. Generally, the term of office for the Directors elected by the Developer or the Members shall be fixed at the time of their election as the Developer and Members shall determine in order to establish a system of three-year terms in which at least one-third of the Board is elected each year, and the Board shall identify in which year the directorships for each category of representation are subject to appointment or election. However, initially the number of Directors on the Board is set at three pursuant to Section 5.01 above and the terms of the Directors elected by the Developer are as set forth therein. At the first meeting of Members upon or following the Developer's surrender of its right to select directors or termination of the Class B Membership, the Members shall elect Directors who shall serve for staggered terms not to exceed three years. At the expiration of the initial term of office of each respective Director, a successor shall be elected to serve three years. Each Director shall hold office until such Director's successor is elected by the Members and qualified.

Section 5.05. Resignation and Removal of Directors and Vacancies During Members' Control. A Director may resign at any time by giving written notice to the other Directors and the Secretary of the Association stating the effective date of such resignation. Any Director shall automatically be removed if he or she sells or transfers his or her Lot and no longer is a Member. Directors may be removed and vacancies on the Board may be filled as follows:

(a) **By the Members.** Any Director may be removed, with or without cause, at any regular or special meeting of the Members by a majority of votes of the Members entitled to vote for a successor. A successor to any Director so removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members shall be given notice of the proposed removal at least ten (10) days prior to the date of such meeting and shall be given an opportunity to be heard at such meeting.

(b) **By the Board.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board.

(c) **Vacancies.** In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and the Board may appoint a successor. Any successor appointed by the Board shall serve for the remainder of the term of the Director replaced.

Section 5.06. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

Section 5.07. Action Taken Without a Meeting. The Directors shall have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written consent and approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at such regular times as set by the Board of Directors, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.02. 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, or the Developer (during such time as it owns a Lot), after not less than three (3) days' notice to each Director.

Section 6.03. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.04. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting lack of adequate notice before or at commencement of such meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. General. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these Bylaws, the Homes Association Declaration, or the Declaration directed to be exercised or done by the Members or reserved to the Developer.

Section 7.02. Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors shall have the following powers and duties:

(l) To cause any and all Streets, access roads, parking areas, and driveways in and to North Brook and across the Property to be maintained, except as may be otherwise provided under the Homes Association Declaration.

(m) To hire a manager or managers or other professional or non-professional persons, firms or entities to perform any of the duties, powers or obligations set forth herein or in the Homes Association Declaration or the Declaration (which may include the Developer or its affiliates or their employees so long as the fees and charges for their services are fair and reasonable and on such terms no less favorable to the Association than would be obtained in an arm's-length transaction).

(n) To have and exercise the powers and duties set forth in Section 4.1 of the Homes Association Declaration.

Section 7.03. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Cash accounts of the Association shall not be commingled with any other accounts.

(b) No remuneration shall be accepted by the Board of Directors from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, services fees, prizes, gifts, or otherwise (except that such persons may be employees of the Developer for so long as it owns a Lot); anything of value received shall benefit the Association.

(c) Any financial or other interest which a member of the Board of Directors may have in any firm (other than the Developer) providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(d) Commencing at the end of the first calendar year in which these Bylaws are adopted and continuing on an annual basis, financial reports shall be prepared for the Board of Directors containing:

(i) an income statement reflecting all income and expense activity for the preceding year on a cash basis;

(ii) an account activity statement reflecting all receipt and disbursement activity for the preceding year on a cash basis;

(iii) a delinquency report listing all Owners who have been delinquent during the preceding year in paying the monthly installments of Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.

(e) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements shall be audited at the requesting party's expense. Any such audited statements shall be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.

(f) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations which are in

excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts) shall be prepared for the Board periodically and available to all Members on an annual basis.

Section 7.04. Hearing Procedure. The Board shall not impose a fine, suspend voting rights, or suspend any other rights of a Member or other occupant for violations of rules and regulations or of other provisions of the Association Documents unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from the alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the time notice is given;
- (iii) an invitation to attend the hearing to produce any statement, evidence, and witness on the Member's behalf; and
- (iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. Written and oral evidence may be presented. The presenting party shall provide copies of any written evidence to any other party or parties involved in the matter or dispute under review at the hearing. The decision of the Board shall be final.

These procedures shall not be necessary in order to impose any sanction, penalty or lien for nonpayment of a delinquent Assessment.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of the Association shall be a President, one or more Vice President's if and as determined by the Board, a Secretary, and a Treasurer, who may but need not be members of the Board of Directors, and such other officers as the Board may from time to time create or elect by resolution.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one year or until his or her successor is duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.04. Special Appointments. The Board 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 may from time to time determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 8.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 of this Article.

Section 8.08. Duties. The duties of the officers are as follows:

(a) **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks in excess of \$1,000.00 and promissory notes.

(b) **Vice President:** The Vice President (in order of seniority if more than one and if one has been elected by the Board) shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare or cause the preparation of an annual budget and the financial statements provided for by Section 7.04 of these Bylaws, and deliver or make copies available of each to the Members.

ARTICLE IX

COMMITTEES

Section 9.0.1 Appointment of Committees. The Board of Directors:

(a) Shall appoint an Architectural Control Committee composed of three (3) members, one (1) of which may (but need not) be an architect, engineer, builder, or representative of any real estate sales or marketing company utilized by the Developer and need not be a Member (and which may be compensated by the Association for his or her services) or a Director and the other two (2) of which shall be either members of the Board of Directors or Members, as the Board shall determine, to perform the duties of such Architectural Control Committee set forth in the Declaration and the Homes Association Declaration. The members of such committee shall serve at the pleasure of the Board of Directors and may be removed or replaced at any time. Any such committee member which resigns or is removed by the Board of Directors shall be replaced by the Board. The Board hereby appoints the initial three (3) Directors who execute these Bylaws as the initial three (3) members of the Architectural Control Committee; and

(b) May appoint other committees as it deems appropriate or desirable in carrying out its powers, duties and purposes.

ARTICLE X

INDEMNIFICATION

Section 10.01. Indemnification. The Board of Directors may authorize the Association to pay, or cause to be paid by means of insurance or otherwise, any judgment or fine rendered or levied against a present or former Director, officer, Committee member, employee or agent of the Association in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Director, officer, employee, or agent of the Association, provided that the Board of Directors shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he or she reasonably believed to be in the best interests of the Association. Payments authorized hereunder include amounts paid and expenses incurred (including reasonable attorneys' fees) in satisfaction of any liability or penalty or in settling any action or threatened action.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendment. These Bylaws may be amended, at a regular or special meeting of the membership, by a vote of a majority (i.e. more than 50%) of the total membership (i.e. Class A Members and Class B Members for so long as Class B Membership exists) present in person or by proxy.

ARTICLE XII

MISCELLANEOUS

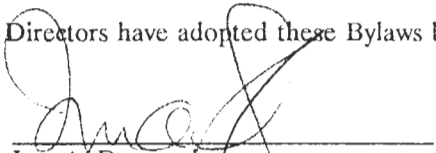
Section 12.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

Section 12.02. Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Homes Association Declaration and these Bylaws, the Homes Association Declaration shall control.

Section 12.03. Dissolution. The Association shall exist perpetually. However, the Association may be dissolved during the first 25-year term of the Homes Association Declaration with both the consent given in writing and signed by the holders of not less than 66 2/3% of the votes of the Members and the written consent of the Developer (during the period of its Class B Membership), and at any time thereafter by written consent signed by Owners holding not less than 66 2/3% of the votes of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate municipality or public corporation or agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization devoted or to be devoted to similar purposes.

Section 12.04. Amendment of Articles of Incorporation. Unless otherwise required by applicable provisions of the Missouri General Not For Profit Corporation Law, amendment of the Association's Articles of Incorporation shall require the assent of the holders of a majority (i.e. more than 50%) of the votes of the total Membership (i.e. Class A Members and Class B Members for so long as Class B Membership exists) present in person or by proxy at the meeting at which the vote is taken.

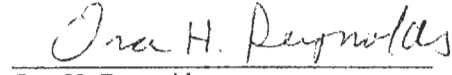
The undersigned members of the initial Board of Directors have adopted these Bylaws by executing the same this 8th day of February, 1993.



Lee A. Derrough



Thomas E. Steadman



Ora H. Reynolds