

KIRKTOWN HOMES ASSOCIATION, INC.

Cross Reference Index of

By-Laws, Articles of Incorporation and Declarations of Covenants, Conditions, and Restrictions

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of
Kirktown Homes Association, Inc.**

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BY-LAWS
of
Kirktown Homes Association, Inc.

As amended by the Association Members July 10, 1983, at a special membership meeting, duly called and held for the purpose of voting on the amendments.

ARTICLE I: NAME AND LOCATION

The name of the corporation is Kirktown Homes Association, Inc. hereinafter referred to as the "Association." The principle office of the corporation shall be located in the state of Missouri, County of Jackson, 11520 Richmond Avenue in the city of Kansas City, but meetings of members and directors may be held at such places within the State of Missouri, County of Jackson, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

Section 1. "Association" shall mean and refer to Kirktown Homes Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any numbered lot shown upon a recorded map of the Properties. "Lot" shall also mean and refer to any plot of land occupied by a single townhouse dwelling unit including patio. "Tract" shall mean and refer to any tract of land designated by letter on a recorded subdivision map, and shall consist, wholly or in part, of Common Area, and/or townhouse "Lot."

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to The Kansas City Mortgage Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Recorder of Deeds of Jackson County at Kansas City, Missouri.

Section 9. "Dwelling Unit" shall mean and refer to a building or portion thereof constructed for the occupancy of one family; duplexes shall consist of two dwelling units.

ARTICLE III: BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director, other than the Association Officers, shall receive compensation for any service he or she may render the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Directors who are Association Officers, may receive compensation for their time actually spent performing their duties other than attending meetings of the Board or meetings of the Members. The monetary value of the compensation received by an officer for his or her time spent in any one-month period shall not exceed the amount of the Member assessment for that month, the actual amount to be fixed from time to time by resolution of the Board.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV: MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said 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 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or 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.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (e) Suspend the voting right and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Declaration to:

- (a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and
- (b) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained; and
- (h) Cause the exterior of the dwellings and adjoining grounds to be maintained; and
- (i) Cause the exterior of a dwelling to be repaired in the event of storm damage to the exterior of the dwelling or by resolution authorize reimbursement to the owner for actual cost incurred for the repair, the amount of the reimbursement not to exceed the amount of the deductible specified in the owners insurance policy or two hundred dollars (\$200.00) whichever is the least amount.
- (j) Perform all such duties as may be consistent with these By-Laws and Declaration, and which are not otherwise reserved to membership.

ARTICLE VII: COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) **A Recreation Committee** which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) **A Maintenance Committee** which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;
- (c) **A Publicity Committee** which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public release and announcements as are in the best interests of the Association; and

(d) **An Audit Committee** which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article IX, Section 8 (d). The Treasurer shall be an **ex officio** member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matters involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE VIII: MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, at such place, date and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IX: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president and vice president, a recording secretary, a financial secretary, treasurer and such other officers as the Board may, from time to time, by resolution create.

Section 2. 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 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner be removed, or otherwise disqualified to serve.

Section 4. 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 5. 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 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of recording secretary and financial secretary may be held by the same person, or the office of recording secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. 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 and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Recording Secretary. The recording secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; affix the corporate seal of the Association on all papers requiring said seal; serve notice of meetings of the Board and of the Members, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall 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; shall prepare a quarterly statement of income and expenditures to be presented to the Board at one of its regular monthly meetings during the quarter following the report quarter; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members, and shall perform such other duties as required by the Board.

(e) Financial Secretary. The Financial Secretary shall receive all monies for the Association and turn them over to the treasurer; shall keep appropriate current records showing Members of the Association together with their addresses and telephone numbers; keep proper records of

monies received by the Association and monies owed the Association; take necessary action to effect the collection of monies owed the Association as provided for in the Declaration and these By-Laws, and as may be instituted by resolution of the Board; shall prepare a quarterly statement of monies received by the Association, monies owed the Association, and collection actions taken, to be presented to the Board at one of its regular monthly meetings during the quarter following the report quarter; prepare an annual statement of monies received by the Association and monies owed the Association, to be presented to the membership at its regular annual meeting, and deliver a copy to the Members; and shall perform such other duties as required by the Board.

ARTICLE X: ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

ARTICLE XI: BOOKS AND RECORDS

The books, records, minutes of meetings and papers of the Association shall at all times be kept at the principal office of the Association and with reasonable notice be subject to inspection by any Member at any reasonable time. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: KIRKTOWN HOMES ASSOCIATION, INC.

ARTICLE XIII: AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, at which prior notice of the proposed Amendment has been given, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B Membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV: MISCELLANEOUS

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

ARTICLE XV: INDEMNIFICATION AND LIABILITY OF DIRECTORS AND OFFICERS

(Amendment passed at the March 2, 1976 Annual Meeting of the Members)

BE IT RESOLVED, that the By-Laws of this corporation be, and they hereby are, amended to incorporate into the By-Laws the following paragraphs:

Indemnification and Liability of Directors and Officers.

Each person who is or was a director or, officer of the corporation (including the heirs, executors, administrators or estate of such person) shall be indemnified by the corporation to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the corporation. The indemnification provided by this by-law provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other by-law or under any agreement, vote of stockholders or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the corporation for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the corporation if such person;

(a) exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in the conduct of his own affairs, or

(b) took or omitted to take such action in reliance upon advice of counsel for the corporation, or upon statements made or information furnished by directors, officers, employees or agents of the corporation which he had no reasonable grounds to disbelieve.

IN WITNESS WHEREOF, we, being all of the directors of the Kirktown Homes Association, Inc., have hereunto set our hands this 18th day of March 1970.

Donald H. Ong
Gary E. Kahmann
Joseph S. Barnett

G. R. Mooney
L. D. Fisher
Anna Marie Wehmeier

Dolly M. Ong
John T. Hanlon
Eldon E. Brown

STATE OF MISSOURI)
)
COUNTY OF JACKSON) SS.

I, Anita Youngblood, a Notary Public, do hereby certify that on the 18th day of March 1970, Donald H. Ong, Dolly M. Ong, L. D. Fisher, Joseph S. Barnett, Eldon E. Brown, G. R. Mooney, Gary E. Kahmann, John T. Hanlon and Anna Marie Wehmeier, personally appeared before me and being duly sworn by me, severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statement contained therein are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto, set my hand and seal the day and year above written.

Anita Youngblood, Notary Public
My Commission Expires February 22, 1974

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Kirktown Homes Association, Inc., a Missouri corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of March, 1970.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of March, 1970.

Anna Marie Wehmeier, Secretary

IN WITNESS WHEREOF, we, being all the directors of the Kirktown Homes Association, Inc., have hereunto set our hands this 14th day of August, 1983.

Justin D. Goin	Stephen E. Clark	Helen Y. Speed
Judith A. Alexander	John S. Smith	Pansy B. West
Ervin W. Grimstad	Carla Hanshaw	William Cozart

Stephen E. Clark John S. Smith Carla Hanshaw

I, Justin D. Goin, the duly elected and acting president of the Kirktown Homes Association, Inc., do hereby certify that Helen Y. Speed, John S. Smith, Ervin W. Grimstad, William Cozart, Stephen E. Clark, Judith A. Alexander, Pansy B. West and Carla Hanshaw, all being directors of said Association, signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of August 1983.

Justin D. Goin,
President

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

I, Alice Geldersma, a Notary Public, do hereby certify that on the 15th day of August, 1983, Justin D. Goin, personally appeared before me and being duly sworn by me, severally acknowledged that he signed as his free act and deed the foregoing document in his capacity as president of Kirktown Homes Association, Inc., and declared that the statements herein are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Alice Geldersma, Notary Public
My Commission Expires October 27, 1986

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Kirktown Homes Association, Inc., a Missouri Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly amended at a meeting of the Members thereof, held on the 10th day of July, 1983.

THAT the foregoing By-Laws constitute the amended By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14th day of August, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of August, 1983.

Stephen E. Clark, Secretary

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of
Kirktown Homes Association, Inc.

THIS DECLARATION, made on the date hereinafter set forth by THE KANSAS CITY MORTGAGE COMPANY, hereinafter referred to as "Declarant,"

WITNESSETH: WHEREAS, Declarant is the owner of certain property in Kansas City, County of Jackson, State of Missouri, which is more particularly described as:

All that part of the Northwest Fractional Quarter (NW Fract. 1/4) of Section 7, Township 47, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the West line of said Fractional Quarter Section, 1707.00 feet North of the Southwest corner thereof; thence due North along said West line, 943.00 feet to the Northwest corner of said Fractional Quarter Section; thence North 89°10'14" East along the North line of said Fractional Quarter Section, 624.15 feet to a point which is 1675.49 feet West of the Northeast corner of said Fractional Quarter Section; thence due South 242.57 feet; thence South 22°27'44" East, 335.66; thence South 26°22'44" West, 130.90 Feet; thence South 57°27'15" East, 524.57 feet; thence due West 251.93 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Kirktown Homes Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereintofores described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACT NO. 1, KIRKTOWN, a Subdivision in Kansas City, Jackson County, Missouri.

Section 4. "Lot" shall mean and refer to any numbered lot shown upon a recorded subdivision map of the Properties. "Lot" shall also mean and refer to any plot of land occupied by a single townhouse dwelling unit including patio. "Tract" shall mean and refer to any tract of land designated by letter on a recorded subdivision map, and shall consist, wholly or in part, of Common Area, and/or townhouse "Lots."

Section 5. “Member” shall mean and refer to every person or entity who hold membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Declarant” shall mean and refer to THE KANSAS CITY MORTGAGE COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. “Dwelling Unit” shall mean and refer to a building or portion thereof constructed for the occupancy of one family.

Section 9. “Building Line” shall mean and refer to the line marked "Building Line," as shown on a recorded subdivision map of the properties; or any property recorded modification thereof.

Section 10. “Outbuilding” shall mean and refer to an enclosed, covered structure not directly attached to the dwelling to which it serves; excluding garages serving dwelling units within the properties, and excluding such pergolas, purely ornamental structures, and structures not over 3' in height for pet shelter, which may be approved by the Architectural Control Committee.

Section 11. “Street” shall mean and refer to any street, drive, boulevard, road, lane or terrace as shown on a recorded subdivision map of the properties; and shall exclude driveways and parking courts located wholly within the Tracts.

ARTICLE II: PROPERTY RIGHTS.

Section 1. **Members' Easements of enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A

membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer;

(f) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS.

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is, subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the beginning of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1975.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such

assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be TWENTY-FOUR & NO/100 (\$24.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Until such time as development, construction, and sale of all dwelling units have been completed the Declarant shall have the option to occupy and utilize such portions of common properties and facilities as the Declarant may see fit, for any and all purposes relating to the prompt and orderly completion of the Properties; provided, however, that the Declarant shall pay its prorata share of all ownership and maintenance costs associated with the properties and facilities so utilized, including but not limited to exterior and interior maintenance,--utilities, insurance-and taxes; said prorata share to be established by the Board of Directors, in harmony with Section 10 of this article, and to be paid by the Declarant on the same interval as other property assessments are paid.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including fixtures and personal property related thereto, **provided that** any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice & Quorum -for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the

required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, and may be collected on a monthly, bimonthly, or quarterly basis.

Section 7. Date of commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

Section 8. Effect of Nonpayment of Assessments: remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eight (8%) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to trustee's sale or decree of foreclosure, or transfer of title in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and
- (b) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri. All properties owned by the Class B Members both prior to and while under construction and until such time as the property may be occupied or conveyed to a Class A Member, shall bear an assessment equal to 50% of the assessment paid by Class A Members. However, no land or improvements devoted to dwelling use shall be exempt from full assessments.

ARTICLE V: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition thereto or change or alteration therein be made, until plans and specifications, color scheme, plot plan and grading plan therefor, or other information which may be required shall have been submitted to the Architectural Control Committee for approval, and a copy thereof, as finally approved, lodged with such Architectural Control

Committee. In so passing upon such plans, specifications, and other requirements, the Architectural Control Committee may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring property.

The Architectural Control Committee is initially composed of Donald H. Ong, 108 West 115th Street, Kansas City, Missouri; Eldon E. Brown, 3207 West 82nd Terrace, Shawnee Mission, Kansas; and G. Robert Mooney, 4502 Fisher, Kansas City, Kansas. These members shall serve only until completion of construction of the properties. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, or committee vacancies occurring due to completion of the properties or for any other reason, successors shall be appointed by the Board of Directors of the Kirktown Homes Association, Inc. Written notice of membership changes shall be supplied to the Declarant, or to the Kirktown Homes Association, Inc. when and after said Kirktown Homes Association, Inc. shall have been organized and duly incorporated, within 30 days following the effective date of such changes. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for service performed pursuant to this Section.

The Committee's approval or disapproval as required in this section shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and this article shall be deemed to have been fully complied with.

ARTICLE VI: EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspout, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, including but not limited to driveways and parking courts, sanitary sewer and utility connections servicing a single dwelling unit or a group of dwelling units, surface drainage and other improvements within the Common Area that do not receive public or utility company maintenance. Such exterior maintenance shall not include glass surfaces, or patios extending to the rear of the dwellings.

In the event that the need for maintenance or repair is caused through the willful negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII: PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII: USE RESTRICTIONS

No noxious or offensive trade, business or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be, permitted, provided, however, that nothing in this declaration shall operate or be construed to operated to restrict, limit or prevent the erection and maintenance of temporary warehouse buildings by the Declarant for the storage of building materials or for use as temporary field offices during the development of said subdivision or any contiguous subdivision for residential purposes.

No structure shall be moved onto any lot or tract in said subdivision unless it meets with the written approval of the Architectural Control Committee or the duly constituted enforcement agencies as herein provided.

No dwelling shall be constructed on any lot at such a cost that the total sale price, including ground would be less than \$16,000.00 per dwelling unit, based upon costs levels prevailing on the date the restrictions are recorded; it being the intention and purpose of the provision to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

No outbuilding or detached garage shall be permitted on any lot or tract in the district.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or, in the case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited except the following: One sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted, provided it does not exceed six (6) square feet in size; one professional sign of not more than one (1) square foot; or signs of larger size that may be erected by the Declarant with respect to its property, advertising such property as a whole.

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

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

No trash, ashes or other refuse may be thrown or dumped on any lot or tract in the subdivision.

No radio or television aerial wire or structure shall be maintained more than five (5) feet higher than the roof of any structure, nor in front of the building line.

No building material of any kind or character shall be placed or stored upon any lot or tract until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot or tract upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

After compliance with the first paragraph of Article V hereof, any residence erected on any of said lots, which residence has been completed, shall be deemed to comply with each and all of the restrictions contained herein, and no action shall be brought to enforce said restrictions by reason of any violation occurring in the erection of said residence after the same has been completed, anything contained herein to the contrary notwithstanding. The provisions aforesaid shall also apply upon the completion of any addition to any residence and to the completion of the rebuilding, remodeling or repair of any such residence, provided that no such addition, rebuilding or remodeling shall change the residential character of such structure.

ARTICLE IX: EASEMENTS

No building, planting or other structure shall be erected or maintained on any part of any area indicated on the plat as "easement" 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 in the easements. The owners of lots may erect and maintain a fence, wall or hedge along the property line within such easements, but subject at all times to the prior right to use such area for public or

quasi-public purposes. The easement area of the lot, shall be maintained continuously by the lot owner, except for improvements publicly maintained.

The right is reserved to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained within the area indicated on the plat as "easement," sewer, and other pipe lines, conduits, poles, wires, anchors and any other method or means of conducting or performing any public or quasi-public utility or function, on, above, or beneath the surface of the ground, and to repair and maintain the same.

The Declarant shall have the right at any time to extinguish or vacate such easements and rights-of-ways as to all or any portion of said property, subject to any agreement regarding use of easements which may be in force at that time.

ARTICLE X: GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right due to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Declarant's Right to Assign. The Declarant, by appropriate instrument, may assign or convey to any person, persons, organization or corporation any or all the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of March, 1970.

THE KANSAS CITY MORTGAGE COMPANY
By: J. T. HANLON, Executive Vice President

ATTEST:
(CORPORATE)
(SEAL)

C. E. Walker, Assistant Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 3rd day of March, 1970 before me, appeared J. T. Hanlon to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of THE KANSAS CITY MORTGAGE COMPANY a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. T. Hanlon acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Gladys N. Gruber, Notary Public
within and for said County and State

My Commission Expires

(SEAL)

July 26, 1971

STATE OF MISSOURI)
) SS. IN RECORDER'S OFFICE
COUNTY OF JACKSON)

I, BILL W. AUSTIN, Recorder of Deeds within and for the County aforesaid, do hereby certify that the foregoing instrument of writing was on the 5th day of March, A.D. 1970, at 10 o'clock, 57.8 minutes AM, duly titled for record in my office and with the certificate of acknowledgement thereon endorsed, is recorded in the records of this office in Book 1167 at page 1764.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said office, at Independence, Missouri the day and year aforesaid.

BILL W. AUSTIN

By: Charlene Ward, Deputy

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of
Kirktown Homes Association, Inc.**

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ARTICLES OF INCORPORATION
of
Kirktown Homes Association, Inc.
(a Missouri not-for-profit corporation)

WE, THE UNDERSIGNED, DONALD H. ONG, 108 W. 115th Street, Kansas City, Missouri; ELDON E. BROWN, 3207 W. 82nd Street Terrace, Leawood, Kansas; and G. ROBERT MOONEY, 4502 Fisher, Kansas City, Kansas, being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under "The General Corporation Law," Chapter 355, Revised Statutes of Missouri, do hereby adopt the following Articles of Incorporation:

WITNESSETH:

ARTICLE I: CORPORATION NAME

The name of the corporation is KIRKTOWN HOMES ASSOCIATION, INC.

ARTICLE II: PRINCIPAL OFFICE

The principal office of the corporation shall be located in the County of Jackson and State of Missouri. The initial registered office of the corporation will be at 3515 Red Bridge Road, Kansas City, Missouri and its initial registered agent at such address will be Donald H. Ong.

ARTICLE III: DURATION

The duration of this corporation shall be perpetual.

ARTICLE IV: PURPOSE AND POWERS OF THE CORPORATION

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, and architectural control of the residence Lots and Common area within that certain tract of property described as:

All that part of the Northwest Fractional Quarter (NW Fract. 1/4) of Section 7, Township 47, Range 32, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at a point on the West line of said Fractional Quarter Section, 1707.00 feet North of the Southwest corner thereof; thence due North along said West line, 943.00 feet to the Northwest corner of said Fractional Quarter Section; thence North 89°09'40" East along the North line of said Fractional Quarter Section, 624.15 feet to a point which is 1675.49 feet West of the Northeast corner of said Fractional Quarter Section; thence due South 242.57 feet; thence South 22°27'44" East, 335.66 feet; thence South 26°22'44" West, 130.90 feet; thence South 57°27'15" West, 524.57 feet; thence due West 251.93 feet to the point of beginning.

These Articles shall, however, cover any additional lands which may be developed within the area described as follows:

The West one-half (1/2) of the Northwest Fractional Quarter (NW Fract. 1/4) of Section 7, Township 47, Range 32, in Kansas City, Jackson County, Missouri.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may thereafter be brought within the jurisdiction of this corporation by annexation, as provided in Article IX herein, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded on the 5th day of March 1970 as Document No. I 56335 in the Office of Recorder of Deeds in and for Jackson County, Missouri, at Independence, Missouri, and as the same may be amended from time to time as therein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses in connection therewith all office and other expense incident to the conduct of the business of the corporation, including the expense of organization, meetings, communications, and including all incorporation costs, licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Provide for the collection of trash, debris, and garbage and provide for the removal of snow from streets;

(f) Provide for the maintenance and replacement, if needed, of trees, plants, foliage and fencing in the area designated on the recorded plats of said subdivision as "planting easements";

(g) Adopt such rules as may be necessary or desirable governing the members of Kirktown Homes Association, Inc., and the use of their respective properties;

(h) Pay from the funds of the corporation all office expenses, including clerical and stenographic assistance, stationery, postage, printing and such other expenses, as may be necessary or desirable in performance of its duties;

(i) Contract for and pay from the funds of the corporation the installation and maintenance of street lights including electric light bills, and for the erection and maintenance of traffic signs throughout said Kirktown addition, or any part thereof;

(j) Contract for and pay from the funds of the corporation, the annual cost of subscription for each member to a weekly, biweekly, or monthly publication serving the residents of the surrounding area, and carrying news of corporation and local activities.

(k) Have and to exercise any and all powers, rights and privileges granted by Chapter 355; Revised Statutes of Missouri, to corporations heretofore or hereafter amendatory of or supplemental to said Chapter; and the enumeration of the powers herein specified is not intended as exclusive of, or as a waiver of, any of the powers, rights or privileges granted or conferred by said chapter or amendments thereof, provided, however, that the corporation shall not at any time conduct any business of any kind or character for profit;

(l) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(m) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidations or annexation shall have the assent of two-thirds (2/3) of each class of members.

ARTICLE V: MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the corporation, including contract sellers, shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the corporation. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VI: VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1975.

ARTICLE VII: BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Donald R. Ong	108 West 115th Street Kansas City, Missouri 64114
Dolly M. Ong	108 West 115th Street Kansas City, Missouri 64114
Eldon E. Brown	3207 West 82nd Terrace Leawood, Kansas 66206
L. D. Fisher	6100 Fairlane Drive Kansas City, Missouri 64134
Joseph S. Barnett	6505 East 120th Terrace Grandview, Missouri 64030
G. R. Mooney	4502 Fisher Kansas City, Kansas
Gary E. Kahmann	1107 West 49th Terrace Shawnee, Kansas 66203
John T. Hanlon	4209 Grandview Road Kansas City, Missouri 64137
Anna Marie Wehmeir	Box 80 Greenwood, Missouri 64034

At the first annual meeting the members shall elect three directors for a term of three years; and at each annual meeting thereafter, the members shall elect three directors for a term of three years.

ARTICLE VIII: LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Corporation may be subject at any one time shall not exceed \$150,000.00 while there is a Class B membership, and thereafter shall not exceed 150 percent (150%) of its income for the previous fiscal year, **provided that** additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX: MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE X: MORTGAGE

Any mortgage by the Corporation of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the Class B membership, if any.

ARTICLE XI: AUTHORITY TO DEDICATE

The Corporation shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XII: DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those, to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Corporation.

ARTICLE XIII: MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII – XII

In order to take action under Articles VIII through XII, there must be a duly held meeting. Written notice, setting forth the purposes of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B

membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIV: AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XV: FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers, and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under Chapter 355, Missouri Revised Statutes, 1959, of the State of Missouri, we the undersigned, constituting the incorporators of this corporation, have hereunto set our hands, this 6th day of March, 1970.

DONALD H. ONG

ELDON E. BROWN

G. ROBERT MOONEY

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

I, L. D. FISHER, a Notary Public, do hereby certify that on the 6th day of March, 1970, DONALD H. ONG, ELDON E. BROWN, AND G. ROBERT MOONEY personally appeared before me and being duly sworn by me, severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

L. D. FISHER, Notary Public
My Commission Expires September 12, 1972

FILED AND CERTIFICATE OF INCORPORATION ISSUED
MARCH 12, 1970
JAMES C. KIRKPATRICK,
Corporation Dept.
Secretary of State