

Heritage Park CONDOMINIUMS

Declaration of Condominium and Bylaws

*** NOTES - TRANSCRIPTION DRAFT 3 2023**

This transcription was created using software "ABBYY FineReader 9.0". This is an OCR, Optical Character Recognition, software that reads in pictures of (a document page), allows the user to instruct it to interpret unrecognizable but repetitious scribbles into correct words and shows the interpreted results to copy/paste and reconstruct the original document into a legible copy.

The original Bylaws on the website is a PDF of terrible FAX copies of the pages. The OCR software got very close and copyediting the results is an ongoing occupation. Not all of the misinterpretations have been discovered but does not distract from assumed meanings of any passage.

An example: original document said "the" but the software saw "two" and the results in MSWord recognizes them both as real words in spite of reading "...across two road is two boundary...". A hardback copy of the very original Bylaws was consequently uncovered which is helping in most cases.

Headings have - posted from May 2020 - document "Declarations and Bylaws Original" page number references.

Property (Legal) Descriptions were amended often during the declarant phase and were hard to read in the original FAX copy and may not be accurate. - End of this document has transcribed descriptions with more certain accuracy.

Note Legal Description: Legal Description = LD

Note:

Document pages stamped with these identifiers:

I839366

I1793P 493 (STATE OF MISSOURI COUNTY OF JACKSON ---
- INSTRUMENT RECEIVED 1988 APR 22 P 2:55 ... DIRECTOR
OF RECORDS)

Each page was stamped (by County Recorder?) with
ascending page numbers starting with **BOOK - PAGE #**

* "Declarant" & Transfer of Power

HPCA Documents - The association's Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Amendments to CC&Rs, Bylaws, Lien Notices, HPCA Notices, Plats, Maps, and other community documents can be found by visiting the county recorder's office website in which the association is located. The association's CC&Rs must be recorded with the county land records to be enforceable.

Declarant?

Building subdivisions, transferring power, and creating HPCA committees can be confusing and get bogged down in legal terms and definitions. One confusing aspects of an HPCA deals with declarants, transferring power, and moving that power to a committee or board members nominated from the community itself.

Declarants are used when the first owners of the HPCA, typically the builders or developers, are transferring power of the community over to a board of committee members.

These transfers are usually created once a majority of the homes or plots have been sold. It will then be **time for the builder to create the HPCA board and hand over responsibility for monitoring the community.**

What is Transition for a Homeowner or Community Association?

Transition is the process of turning over control of a Homeowner or Community Association from Declarant, Developer or Builder control to a Board of Directors made up of elected members of the Homeowner Association.

MO Condominium Act, 448.3-103: ...a period of declarant control terminates no later than the earlier of

(1) sixty days after conveyance of seventy-five percent of the units which may be created to unit owners other than a declarant;

(2) two years after all declarants have ceased to offer units for sale in the ordinary course of business; or

(3) two years after any development right to add new units was last exercised.

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DECLARATION OF CONDOMINIUM [pg 3]

THE HERITAGE PARK CONDOMINIUM

This Declaration of Condominium is made on this 21st day of April 1988, by **CRYSLER PROPERTIES PARTNERSHIP, a Missouri general partnership, (hereinafter referred to as the "Declarant")**, owner in fee simple* of the real estate described in Exhibit A attached hereto, located entirely in the City of Independence, Jackson County, Missouri, **pursuant to the provisions of the Uniform Condominium Act of Missouri**, being Chapter 448.1-101 through 448.4-120 RSMo. 1986, as amended (hereinafter referred to as "**the Act**") for the purpose of submitting to the provisions of the Act, all of the property and improvements described herein (collectively referred to herein as "the Property") to be known as **The Heritage Park Condominium (hereinafter sometimes referred to as the "Condominiums")**.

The provisions of the Act and those amendments thereto which by their terms would be applicable to this Condominium shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in this Declaration (including the Plats and Plans) or the Bylaws which are attached hereto as Exhibit C. This Condominium shall consist initially of eighteen (18) Units as defined herein.

* fee simple: a landowner's complete and total ownership of a piece of land and all properties on it

ARTICLE 1 [pg 3] DEFINITIONS

Allocated Interest

Association

/ The Heritage Park Condominium Association

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A. DEFINED TERMS.

Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings

specified or used in the Act. The following terms are used or defined in general terms in the Act and shall have specified meanings herein as follows:

1. "Allocated Interest" - means the undivided interest in the common elements, the common expense liability and votes in The Heritage Park Condominium Association allocated to each Unit.
2. "Association" or "The Heritage Park Condominium Association" - a not-for-profit corporation, means the Unit owners' association organized pursuant to the terms of this Declaration and The Heritage Park Condominium Bylaws (referred to herein as the "Association").
3. "Building" - means any of the structures constituting the Condominium.
4. "Bylaws" - means the document having the name and provided for by Section 448.3-106 of the Act, a copy of which is attached hereto as Exhibit C, as such document may be amended from time to time.
5. "Common Elements" - means all portions of the Condominium other than the Units, including, without limitation, the following:
 - a. All foundations, bearing walls and columns, including any window, doors and chimneys therein, girders, beams and supports;
 - b. All exterior walls of the building not including the portions thereof on the Unit side of such exterior walls from the underneath side of the plasterboard; all walls and partitions separating Units from corridors, stairs, incinerator and other mechanical equipment spaces, not including the portion thereof on the Unit side of such unfinished walls and partitions from the underneath side of the plasterboard; walls and partitions separating Units, not including the portions thereof on each Unit side of such walls and partitions from the underneath side of the plasterboard; all floors and subfloors not including any floor coverings or flooring material on top of the concrete floor or surface within a Unit; all ceilings, not including the portions thereof within any

Init from underneath side of the
plasterboard;

- c. Roofs, halls, corridors, lobbies, stairs and stairways, not including any portions of any stairs which is inside a Unit above the top of the stair tread and entrances to and exits from each Unit and each building;
 - d. All easements and all other recreational or community facilities, mail rooms, security rooms, storage spaces and other areas, if any, used in connection therewith, including but not limited to a swimming pool and clubhouse;
 - e. All central and appurtenant installations and areas for services, if any, such as electricity, gas and incinerating (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in Units or on other property) and all other mechanical equipment spaces; [appurtenant: belonging; pertinent]
 - f. All tanks, pumps, motors, fans, compressors and control equipment
 - g. All water and gas lines and pipes up to the point of connection to any fixtures, heating or air conditioning equipment within a Unit; all central supply lines for electricity up to the individual meter serving a single Unit; all sewer pipes;
 - h. The premises, facilities and tangible personal property, if any, used for the maintenance or repair of the property; and
 - i. All other parts of the property and all apparatus and installations existing on the property or elsewhere for common use or necessary or convenient to the existence, maintenance and safety of the property.
6. "Common Expense" - means expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including:

- a. All expense of administration, maintenance, operation, repair, replacement, cleaning, improvement and all other expense incurred in connection with the common elements of the property and portions of the Units to be maintained by the Association, including assessments in connection with the easements appurtenant to the property;
 - b. Expenses declared to be common expenses by the Act, by provisions of this Declaration, or the bylaws attached hereto as Exhibit C, including taxes assessed against the property for the Association and expenses for insurance as required by the Act; and
 - c. Any valid charge against the property or the Association as a whole
7. "Common Expense Liability" - means liability for common expenses allocated to each Unit pursuant to this Declaration the Association's bylaws.
8. "Condominium" - means all of the real estate herein referred to, portions of which are designated for separate ownership and the remainder of which are designated for common ownership solely by the owners of those portions. Undivided interest in the common elements are vested in the Unit owners.
9. "Condominium Documents" - consist of this Declaration, including the Plats and Plans, the Bylaws and the Rules and Regulations.
10. "Declarant" - means Crysler Properties Partnership, except that any successor to such Named Declarant as to Special Declarant Rights shall as to such Special Declarant Rights be the "Declarant."
11. "Declarant Control Period" - means the time period commencing on the date of the recordation of this Declaration and ending on the earlier of:
- a. Two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or
 - b. Sixty (60) days after the conveyance of seventy five percent (75%) of the Units to Unit Owners other than the Declarant; or

- c. Two (2) years after any development right to all new units was last exercised.
12. "Declaration" - means this instrument which hereby creates The Heritage Park Condominium, and the Plats and Plans, as the same shall be amended from time to time.
 13. "Development rights" - means any right or combination of rights reserved by the Declarant in this Declaration to add real estate to the Condominium; to create Units, common elements or limited common elements within this Condominium; to subdivide Units or convert Units into common elements; or to withdraw real estate from the Condominium.
 14. "Dispose" or "Disposition" - means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit but does not include the transfer or release of a security interest.
 15. "Eligible Mortgage" - means any of the following: (i) any first mortgage; (ii) any junior mortgage which is to the Declarant, or to the Seller of a Unit, or is approved by the Executive Board as an Eligible Mortgage. A holder, insurer, or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee." "Mortgage" shall include any deed of trust and "Mortgagees" shall include beneficiaries of Deeds of Trust or, where relevant, Trustees of Deeds of Trust.
 16. "Executive Board" - means the Executive Board of the Association, designated in this Declaration to act on behalf of the Association.
 17. "Horizontal Boundaries" - means the upper and lower boundaries of a Unit.
 18. "Identifying number" - means a symbol or address which identifies only one Unit in this Condominium.
 19. "Limited Common Elements" - means those portions of the Common Elements designated herein or on the Plats and Plans or by statute as being Limited Common Elements and therefore reserved for the exclusive use of one or more, but fewer than all, of the Units.
 20. "Percentage Interest" - means the undivided ownership interest in the Common Elements

appurtenant [belonging; pertinent] to each Unit as set forth in Exhibit B attached hereto, as the same may be amended from time to time.

21. "Person" - means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provide, however, in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee.
22. "Plats and Plans" - means the Plat of The Heritage Park Condominium drafted pursuant to the requirements of Section 448.2-109 and recorded simultaneously with this Declaration, as the same may be amended from time to time.
23. "Property" - means the Property described above.
24. "Purchaser" - means any person, other than the Declarant who, by means of a voluntary transfer, acquires a legal or equitable interest in a Unit, other than (i) a leasehold interest, including renewal options of less than 20 years, or (ii) a security for an obligation.
25. "Real estate" - means any leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements in interest, which by custom, usage or law pass with the conveyance of land, though not described in the contract of sale of instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries and/or spaces which may be filled with air or water.
26. "Residential purpose" - means used for dwelling or recreational purposes or both.
27. "Rules and Regulations" - means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or the Bylaws.
28. "Special Declarant Rights" means Special Declarant Rights as authorized in Sections 448.2-109 and 448.2-110 of the Act as set forth in the "Condominium Documents."

29. "Transition Election" - means the election at which two (2) additional members shall be elected to the Executive Board. Such election shall take place within sixty (60) days after conveyance of twenty five percent (25%) of the Units to Unit Owners other than the Declarant.
30. "Unit" - means a Unit as described in this document and in the Plats and Plans, and is a physical portion of this Condominium designated for separate ownership or occupancy, the boundaries of which are described herein, including without limitation, the following:
- a. All portions of all exterior walls and all walls and partitions separating a Unit from any corridor, stairs, incinerator or other mechanical equipment space, commencing on the underneath or outside side of the plasterboard and extending toward the interior of the unit;
 - b. All ceiling within a Unit commencing on the underneath side of the plasterboard;
 - c. All floors within a Unit commencing on top of the concrete floor or subfloor of such Unit, including all floor coverings and flooring laid on top of such concrete floor or subfloor;
 - d. All stairways and stairs which are located inside the exterior doorways of such Unit, from the top of the tread of such stairs;
 - e. All built-in cabinets, all built-in appliance, including but not limited to dishwasher, garbage disposal, stove, oven, light fixtures and hot water heaters, within such Unit; all plumbing fixtures located within such Unit intended to serve only such Unit, including but not limited to sinks, lavatory, stool and bathtub; all self-contained heating and air conditioning equipment serving only one Unit, including all air ducts used therewith;
 - f. All electrical wiring serving a single Unit commencing on the Unit side of the individual meter for such Unit.
31. "Unit Owner" - means the Declarant or other person who owns a unit but does not include a

person having an interest in a Unit solely as security for an obligation.

ARTICLE II [pg 9] ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES, UNIT IDENTIFICATION, AND BOUNDARIES MAINTENANCE RESPONSIBILITIES

A. Percentage Interests. Attached to this document as [Exhibit B](#) is a list of all Units by their identifying numbers and the Percentage Interest [appurtenant](#) to each Unit, as determined on the basis of the relative design square footage of each Unit, as amended, excluding limited common elements applicable to specific units. The Percentage Interests as so computed have been rounded out to three (3) significant figures so that the sum of the Percentage Interests of all Units shall equal one hundred percent (100%). The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Percentage Interest. If Declarant exercises its right to add additional Units to the Condominium, the Percentage Interest appurtenant to each Unit shall be reallocated on the basis of the relative design square footage of each Unit, as amended, to each other Unit in the Condominium.

B. Unit Boundaries.

1. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and shall consist of those Unit boundaries set forth in Section 448.2-102 of the Act.
2. The Unit shall include the heating, hot water, and air conditioning apparatus exclusively serving the Unit, whether or not located within the title lines or boundaries of the Unit.
3. Subject to the provisions of paragraph 2 above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
4. Subject to the provisions of paragraph 3 above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

5. Subject to the provisions of paragraph 2 above, any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
6. Unit owners may relocate the boundaries between adjoining Units and reallocate between such Units their Common Element Interests, votes in the Association, and Common Expense Liabilities subject to compliance with Section 448.2-112 of the Act. Unit owners may not subdivide single Units.

Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common elements and the Units by virtue of the provisions of Section B above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance the with provisions of Section 448.3-107 of the Act, except as expressly set forth to the contrary in this Section C. All Common Expense associated with the maintenance, repair, and replacement of a Limited Common element, other than a balcony deck or carport Limited Common Element, shall be assessed against the Unit to which such Limited Common Element was assigned at the time the expense was incurred. Maintenance, repairs, and replacement of balcony, deck and carport Limited Common Elements shall be the responsibility of the Association, the costs to be charged as Common Expenses.

EIGHTH AMENDMENT REPLACES WITH:

"C. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section B above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 448.3-107 of the Act, except as expressly set forth to the contrary in this Section C. All Common Expenses associated with the maintenance, repair, and replacement of a Limited Common Element, (other than a balcony, deck or carport Limited Common Element, the doors leading from units to balconies, decks and patios and their related frames, sills and hardware, the doors leading from units to stairs, corridors or vestibules and the window and door sills, frames and hardware which are not part of the unit, but

which are adjacent to and serve only such unit,) shall be assessed against the Unit to which such Limited Common Element was assigned at the time the expense was incurred. Maintenance, repairs, and replacement of balcony, dock and carport Limited Common Elements, the doors leading from units to balconies, decks and patios and their related frames, sills and hardware, the doors leading from units to stairs, corridors or vestibules and the window and door sills, frames and hardware which are not part of the unit, but which are adjacent to and serve only such unit, shall be the responsibility of the Association, the costs to be charged as common Expenses.

C. Allocation of Unit Owner's Voting Rights. Each Unit Owner is entitled to one vote in the Association for each Unit owned.

**ARTICLE III. [pg 10] DESCRIPTION, ALLOCATION AND
RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON
ELEMENTS**

A. Limited Common Elements

1. Portions of the Common Elements are marked on the Plats and Plans as "Common elements which may be assigned as Limited Common elements." These portions of the Common Elements consist of parking spaces within carports. Declarant reserves the right during the Declarant Control Period to assign these Elements for the exclusive use of certain Unit owners to whose Units these parking spaces shall become appurtenant. The Declarant may assign such Common elements as Limited Common elements pursuant to provisions of Section 448.2-108(3) of the Act by making such assignment in a duly recorded written instrument making such assignment (whether or not in connection with a transfer of a Unit) or in the deed to the Unit to which such Limited Common element shall be appurtenant and by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant Control Period, the Declarant may not exercise any rights to allocate Limited Common Elements, but those Limited Common elements created under this Section shall continue to be allocated as Declarant allocated them, subject to the provisions of Section 448.2108 of the Act.
2. The following portions of the Property are hereby designated as Limited Common elements:
 - a. Balconies or decks associated with second floor units;
 - b. Patios or decks associated with ground floor or first floor Units;
 - c. Doors leading from Units to balconies, decks and patios and their related frames, sills and hardware;
 - d. Doors leading from Units to stairs, corridors or vestibules which are Common Elements;
 - e. Window and door sills, frames and hardware which are not part of the Unit

but which are adjacent to and serve only such Unit; and

3. The exclusive use of balconies, decks and patios by the Unit Owners assigned such limited Common Elements shall be limited to lawful use normally associated with balconies serving residential apartments. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the balconies, patios and decks that are consistent with the provisions of the immediately preceding sentence, and in any event, no decoration or other surface finish or covering or enclosure of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

ARTICLE IV. [pg 12] EASEMENTS

A. Additional Easements. In addition to and in supplementation of the easements provided for by Section 448.2-116 and other provisions of the Act, the Condominiums shall be subject to the following easements and restrictions!

1. Declarant's Use for Sales purposes.

a. Declarant shall have an easement to maintain sales offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium, Declarant reserves the right to place models, management offices and sales offices in any units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate. The models, management offices and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:

1. The number of models maintained by the Declarant within the Common Elements shall not exceed one (1). In addition, any unit owned by Declarant may be used as a model.

2. In addition to the model maintained by the Declarant on the Common Elements, Declarant shall have the right to maintain within the common Elements not more than one (1) office for sales and management purposes.

b. Declarant may from time to time relocate models and management and sales offices to different locations within the property. Upon the relocation of a model or management and sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom, (Any fixtures not so removed shall be deemed Common Elements and any personal property not so removed shall be deemed the property of the Association).

- c. So long as Declarant is offering Units in the Condominium for sale. Declarant shall have the right to restrict the use of the Common Element parking spaces by reserving some of the parking spaces for use for sales purposes. Such right shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction and management activities.
2. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for the collection of trash, provision of police and fire protection services, and for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to

materially interfere with the use or occupancy of the unit by its occupants.

3. Declarant's Easements.

- a. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the common Elements and any Units owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property,
- b. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), on, over and under those portions of the Common Elements not located within any Building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this section expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary following which the Declarant shall restore the affected property as closely to its original condition as practicable.
- c. During the period Declarant is offering to sell units in the Condominium, and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

4. Easement for Ingress and Egress through Common Elements, Access to Units and support, Encroachment Due to Settling,

- a. Each Unit owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and

restrictions as may be imposed by the Association. Each unit is hereby burdened with and subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

b. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in any Building, the Common Elements and the Limited Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in any Building, the Common Elements and the Limited common Elements.

c. To the extent necessary, each Unit shall have an easement for any encroachment which may occur as a result of natural settling over every other Unit in any building, the common Elements and the Limited Common Elements and each Unit, Common Element and Limited Common Element shall be subject to an easement for natural settling in favor of every other Unit in any Building, the Common Elements and the Limited Common Elements.

5. Common Elements Easement in Favor of the Association. The common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair, and replacement of the Common Elements (including, but not limited to the Limited Common Elements).

6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

a. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, and other

communication wiring and cables and all other Utility lines and conduits which are a part of or serve any unit and which pans across or through a portion of the Common Elements.

- b. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards, and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the Installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building.
- c. For driving and removing nails, screws, bolts and other attachment devices into the unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit, to the extent such nails, screws, bolts, and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not Unreasonably Interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building.
- d. For the maintenance of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one unit but which encroach into any part of any common Elements or Limited Common Elements on the date this Declaration is recorded

or was thereafter installed by Declarant during the period during which Declarant is selling Units or within two (2) years after the termination thereof.

7. Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

- a. For inspection of the Units and Limited Common Element in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;
- b. For inspection, maintenance, repair, end replacement of the Common Element or the Limited Common Element situated in or accessible from such Units or Limited Common Element, or both; and
- c. For correction of emergency conditions in one or more Units or Limited Common Element, or both, or casualties to the Common Element, the Limited Common Element and/or the Units.

8. Title Exceptions. The Condominium is subject to those title exceptions listed on Exhibit D attached hereto.

ARTICLE V. [pg 16] AMENDMENT OF DECLARATION

A. Amendment Generally.

1. This Declaration may be amended only in accordance with the procedures specified in section 448.2-117 of the Act, the other Sections of the Act referred to in Section 448.2-117 thereof, and the express provisions of this Declaration.
2. No amendment shall be made to this Declaration during the Declarant Control Period without the written consent of the Declarant. No amendment to this Declaration shall diminish or impair the rights of Declarant under this Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in this Declaration or the act, no provision of this Declaration shall be construed to grant to any Unit owner, or to any other Person, any priority over any rights of Mortgages.

ARTICLE VI. [pg 17] USE RESTRICTIONS

A. Rules and Regulations.

1. The occupancy and use of the Units and Common Element shall be subject to the following restrictions:
 - a. The Units in the Condominium (with the exception of any units during the time period when they are being used by the Declarant as a sample, model or business at sales office) are restricted to single family residential use and may not be used for any other purposes by the unit owner or any future Unit owner. No unit owner shall permit his Unit to be used or occupied for any prohibited purpose.
 - b. A unit owner is prohibited from making any alterations, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of any Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of any Building; or lessen the support of any portion of any Building; or violate any applicable law, ordinance, or governmental rule, regulation or order.

Requests for replacement of current flooring in upper Units must be submitted to the Executive Board for approval. The request must include a test report from the manufacturer that verifies the flooring, installed on an acoustical isolation mat (underlayment) on the concrete subfloor, will meet or exceed a rating of IIC-55. Note that the test report submitted must show that the assembly tested involved only the flooring installed on an acoustical mat with a ceiling directly attached to the underside of the wood joists below (no resilient channels).

- c. The Common Elements may only be used for or improved by the installation thereon or maintenance of driveways, parking areas, walkways, lawns, flower beds, recreational and security and maintenance facilities and other uses

for the purposes of benefiting the property.

- d. Without prior approval in writing from the Developer or the Executive Board, no signs, billboards, unsightly objects or nuisances shall be erected, placed, hung or displayed in any manner on any Unit, Common Element, Limited Common Element or any public right of way adjoining any Unit, Common Element, or Limited Common Element or in or on the improvements thereon, so as to be seen externally, provided that Declarant may maintain, while constructing and developing the Property, as set forth herein, in or upon such portions of the Units or Common Elements as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs, billboards and display and promotional materials, as provided for herein, and provided further the Association may place identification signs on Common Elements.
- e. No awnings, storm sash or windows, canopy, shutter or radio or television antenna may be affixed to or placed upon any improvements on any Unit or Common Element in such manner as to be externally visible, without the approval of the Executive Board.
- f. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, Common Element or limited Common Element, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Unit) may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the Unit and enclosed patio area of any such Unit at all times. Provided further that there shall be no restriction upon the number of seeing eye dogs which may be kept or maintained upon the premises for the personal use of any resident or

occupant of any Unit. In no event shall any such animals be kept if they unreasonably disturb the owner or residents of any other Unit upon the premises. All animals and birds shall be confined on the owner's property and for the mutual benefit of all of the owners, no animal shall be allowed or permitted on the common Elements unless such animal is on a leash.

- g. Laundry, bedding and the like shall not be hung to dry in any manner in which it is visible from the exterior of any Unit.
- h. All rubbish, trash, garbage or debris from a Unit shall be kept in such a manner as to not be externally visible, except when placed outside for the purpose of being picked up and removed in accordance with trash pick-up service utilized by the Association.
- i. Except in the individual patio, balcony or deck area appurtenant to an improvement constructed on a Unit, as designated on Declarant's plans for such improvement, no planting, transplanting or gardening shall be done, and no fences or walls shall be erected or maintained upon said Unit except as installed in accordance with the initial construction of the improvements or as approved by Declarant during construction and development of the Property, or the Executive Board after said construction period, as used in this article, the term "patio" shall mean the private space which is adjacent to the Unit. Maintenance, upkeep, and repairs of any balcony, deck or carport shall be the responsibility of the Association, provided that the exterior of any patio fence shall be maintained by the Association in the same uniform color as all other fences, unless the Executive Board shall otherwise permit.
- j. No improvements or structures of any sort may be constructed on any unit without the prior written consent of the Executive Board nor may the structural portions or exterior

(including painting of an exterior portion) of any Unit be changed or altered without the like prior written consent of the Executive Board.

- k. Except for operative customary passenger automobiles and temporary maintenance vehicles, no trailers, trucks, house trailers, boats, boat trailers or racks, mobile homes, motorbikes, bicycles, campers, camper shells or movable units of any type (even if temporarily immobile) may be kept externally visible on any portion of the Property. No unlicensed or non-operative vehicles may be kept on the premises and no automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on the premises, provided, however, that automobile repairs of an emergency nature may be performed upon the premises.
2. The restrictions set forth in this article shall run with the land and bind the Declarant, its successors and assigns and all parties claiming by, through or under it, shall be taken to hold, agree, and covenant with the owner of said Units and Common Elements or Limited Common Elements, its successors and assigns, and each of them, to comply with and observe said restrictions as to the use of said units and Common Elements or Limited Common Elements, and the construction of the improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person, or persons, except in respect of breaches committed during its, his, or their (seisin) of or title to said units and Common Elements or Limited Common Elements.
3. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all

Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII. [pg 20] MORTGAGES

A. Requirements

1. Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgages or lien holder shall have no right to:

- a. Participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property or
- b. Receive or apply proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 448.3-111(8) of the act or of the owner of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or
- c. Accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

Nothing contained in this section or elsewhere in this Declaration shall give a Unit owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or common Elements.

2. No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any

obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than a first mortgage or a junior mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

B. Eligible Mortgagees.

1. When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit owner shall simultaneously provide executed or conformed copies to the executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the Insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.
2. The secretary shall maintain a register of Eligible Mortgagees, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage and whether it is a first mortgage.

C. Rights of Eligible Mortgagees.

1. Upon the specific written request of a holder of an Eligible Mortgage on a Unit or its servicer to the Executive Board, the Mortgagee shall be entitled to receive some or all of the following as designated in the request:
 - a. Copies of budgets, notices of assessment or any other notices or statements provided under this Declaration by the Executive Board of the owner of the Unit covered by the mortgage;

- b. Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder or any mortgage on a unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;
- c. Copies of notices of meetings of the Unit owners and the right to be represented at any such meetings by a designated representative;
- d. Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- e. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- f. Notice of any default of the owner of the Unit, which is subject to the mortgage, where such default is not cured by the Unit owner within thirty (30) days after the giving of notice by the Association to the Unit owner of the existence of the default;
- g. Any lapse, cancellation or materiel modification of any insurance policy or fidelity bond maintained by the Association;
- h. Any condemnation or casualty loss that affects either a material port of the condominium or the Unit securing the Mortgagee's mortgage;
- i. Such other financial data as such Eligible Mortgagee shall reasonably request; or
- j. Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section D below. The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive

Board need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Executive Board may refute any request where, after reasonable inquiry, it shall determine that the person making such a request is not entitled to the material so requested and may establish reasonable rules to implement this section. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Executive Board.

2. Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.
3. Any eligible Mortgagee shall have the right to jointly or singly pay taxes or other charges that are in default and that may or have become charges against any Common Elements and to pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements in case of lapse of a policy. Eligible Mortgagees making such payments are due immediate reimbursement from the Association.

D. Approval of Mortgagees. Subject to the limitations imposed by section 448.2-119 of the Act:

1. The prior written approval of holders of first mortgages of units representing at least seventy-five percent (75%) of the votes of Units subject to first mortgages, shall be required to terminate the condominium status of the Property.
2. The prior written approval of at least three-fourths (3/4) of the holders of first mortgages on Units, (based on one vote for each first mortgage owned) shall be required for any of the following:
 - a. Termination or abandonment of the condominium status of the Property by act or omission;
 - b. Change in the schedule of Percentage interests set forth in Exhibit B

allocated to each Unit or any other change in the method of determining obligations, assessments, dues or other charges that may be levied against a Unit Owner or to allocate insurance proceeds or condemnation awards or to determine the pro rata share of Common Elements for each Unit;

- c. Partition or subdivision of any unit or the common Elements;
 - d. Abandoning, encumbering, partitioning, subdividing, selling or transferring of the common Elements by act or omission (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection;
 - e. Use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction at such Condominium Property;
 - f. Change, waiver or abandonment by act or omission of the restrictions, regulations and requirements contained in this Declaration or the Bylaws, or in the enforcement thereof, which pertain to architectural design, exterior appearance of units, exterior maintenance of Units, maintenance of Common Elements and maintenance of Limited common Elements;
 - g. Failure to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount of at least one hundred percent (100%) of the insurable value (based on current replacement cost).
3. The prior written approval of holders of first mortgages of Units representing at least fifty one percent (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change of the provisions of any Condominium Document directly relating to any of the

following shall, for this purpose, be considered material:

- a. Voting rights;
 - b. Amounts of assessments, assessment liens or subordination of assessment liens;
 - c. Reserves for maintenance, repair and replacement of the Common Elements;
 - d. Responsibility for maintenance and repairs;
 - e. Reallocation of interests in the General or Limited Common Elements or rights to their use;
 - f. Boundaries of any Unit;
 - g. Convertibility of units into common Elements or of Limited Common Elements into Units;
 - h. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
 - i. Insurance or Fidelity Bonds;
 - j. Leasing of Units;
 - k. Imposition of any restrictions on a Unit Owner's a right to sell or transfer his or her Unit;
 - l. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
 - m. Actions to terminate the legal status of the project after substantial destruction or condemnation occurs; and/or
 - n. Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.
4. Notwithstanding anything to the contrary in this section, written approval of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Article II.B.6 hereof, or for the implementations of any special development right reserved by Declarant hereunder.

ARTICLE VIII. [pg 25] LEASING

[Amended by [NINTH AMENDMENT](#) November 19, 2009]

Replacing entire Article VIII with the following:

A. All residential units shall be owner-occupied and shall not be rented or leased to any person. For purposes of the aforesaid restriction, the terms "leasing" or "renting" shall be defined as regular exclusive occupancy of a unit by person or persons other than the owner for which the owner receives any consideration or benefit, including, but not limited to fee, service, gratuity or [emolument](#). All residential units shall be used for occupancy by a single family]

A. Restrictions.

1. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time, and from time to time, provided that;
 - a. No unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days;
 - b. No Unit may be leased or subleased without a written lease or sublease approved by the Developer or the Executive Board;
 - c. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and
 - d. The rights of any lessee or sublessee of the unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a unit to pay any Common Expense assessments or special assessment on behalf of the owner of that Unit.
2. Notwithstanding the foregoing, the provisions of section A.1.a, b and c of this Article VIII shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a

foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure.

**ARTICLE IX. [pg 26] BUDGETS; COMMON EXPENSES;
ASSESSMENTS AND ENFORCEMENT**

- A. Monthly Payments. The Executive board shall levy and enforce the collection of general and special assessments for common expenses. Assessments shall commence on the conveyance of the first Unit to a Person other than the Declarant. All common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month during such period of time as established by the Executive Board. Assessments other than special assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments.
- B. Subordination of Certain charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 448.3-102(10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.
- C. Surplus Funds. Surplus funds of the Association remaining after payment of or provisions for Common Expenses and any prepayment of reserves may in the discretion of the Executive Board either be returned to the Unit Owners pro rata in accordance with each Unit owner's Percentage interest or be so credited on a pro rata basis to the Unit Owners to reduce each Unit owner's future Common Expense assessments.
- D. Declarant's Obligation. Within sixty (60) days of the first transfer of a Unit to any Person other than Declarant, Common Expense Annual Assessments shall be allocated in full to all Units. The Declarant shall not be obligated to pay the monthly installments assessed against Declarant's units. The Declarant will undertake to reimburse the Executive Board for any operating deficit arising in the Board's initial period of operation which is due to the lack of payments of monthly installments on behalf of such retained units.
- E. Mortgagee's Obligation. Notwithstanding anything to the contrary in this Declaration and the Bylaws, any first Mortgagee who obtains title to a Unit pursuant to the remedies in a mortgage or through foreclosure, will not be Liable for more than six months of the unit's unpaid dues or charges accrued before the acquisition of the title to the unit by the Mortgagee.

ARTICLE X. [pg 27] DECLARANT'S RIGHTS

A. Declarant control of the Association.

1. The Declarant may, at its option, control the Association during the Declarant Control Period.
2. During the Declarant Control Period the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in one or note of sections 448.3-103(4), (5) and (6) of the Act, or Section X.A.j below.
3. Not later than sixty (60) days after conveyance of twenty five percent (25%) of the units to unit Owners other than the Declarant, the Transition Election shall be held, at which time two additional members shall be elected to the Executive Board by Unit Owners other than the Declarant, who shall not be subject to removal by the Declarant. No person (other than the Declarant or its nominee) who is not a full-time resident owner of the Condominium unit may serve on the Executive Board.

B. Declarant's Development Right to Build Planned Units.

1. Declarant reserves the right to complete all planned Units in the Condominium, such Units as are not completed as of the date of this Declaration of Condominium are shown on the Plats and Plans to the extent they may be described and are designated on the Plots and Plans as improvements which shall be built. The Declarant will be the owner of all such Units. Each such Unit shall be designated as set forth herein and in all respects shall be subject to this Declaration and all other Condominium Documents.
2. Within the next ten (10) years, Declarant reserves the right to add up to ninety (90) additional units ("the Additional units") and additional Common Elements ("the Additional Common Elements") to the Condominium in one or more stages by filing an amendment, or amendments, to this Declaration in compliance with section 448.2-110 of the Act. The legal description of the real estate on which the Additional units and the Additional Common Elements

would be located is attached as Exhibit E. Declarant reserves the right to add the Additional units and the Additional Common Elements to the Condominium all at one time or at several different times. If Declarant elects to add portions of the Additional Units and the Additional Common Elements at different time, no assurance is given as to the order in which they may be added. In connection with the Additional Common Elements, Declarant reserves the right to require the Unit owners whose Units are located on the initial condominium property to accept them. Also, Declarant reserves the right to permit the unit owners of the Additional Units to have the use of some, or all, of the Common Elements which are a part of the initial condominium property. Each time additional units are added to the Condominium, the allocated interests of the Condominium Units as they existed immediately prior to the addition of the Additional Units shall be reallocated to take into consideration the allocation of such interests among the Original Units and Additional Units. The formula for said reallocation shall be the relative design equate footage of each unit, as amended, excluding limited common elements applicable to specific Units,

3. The Declarant reserves the right to amend or supplement the Plate and Plans and to amend or supplement this Declaration by any necessary means or method in order to more fully and accurately describe any Unit completed pursuant to the Declarant's rights to complete all Units in the Condominium as well as the additional Units which Declarant has reserved the right to add to the Condominium. Such amending or supplementing documents shall be prepared, executed and recorded by the Declarant.

4. The Declarant's development rights shall continue until April 1, 1998, unless sooner terminated by Declarant pursuant to written notice of such termination given by Declarant to the Association.

ARTICLE XI. [pg 28] UNITS SUBJECT TO CONDOMINIUM

DOCUMENTS: EMINENT DOMAIN

- A. Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration (including the Plats and Plans), the Bylaws, and the Rules and Regulations, and with the covenants, conditions, and restrictions as set forth in this Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations, and the deed to such Unit; provided that nothing contained herein shall impose on any lessee or mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including; without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations, and the covenants, conditions, and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee, or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
- B. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein, The award or proceeds of settlement shall be payable to the Association for the use and benefit or the Unit owners and their mortgagees, as their interests may appear,

subject to the limits imposed by Section 448.1-
107 of the Act.

ARTICLE XII. [pg 29] EXECUTIVE BOARD OF THE ASSOCIATION

- A. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act.
- B. Composition of Executive Board. The Executive Board shall consist of five (5) members who shall be elected at Annual Meetings of Association members, except that until the Transition Election there shall be only three (3) members of the Executive Board, which three (3) members and any successors to such three (3) members shall be appointed by the Declarant until the end of the Declarant Control Period. Two (2) additional Executive Board members shall be elected at the Transition Election, at each Transition Election, all Unit Owners other than the Declarant shall have the right to vote for such two (2) additional Executive Board members. During the Declarant Control Period the successors to such two (2) additional members of the Executive Board shall be elected by the vote only of Unit owners other than the Declarant. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the Bylaws. No person (other than Declarant or its nominee) who is not a full-time resident of a Condominium unit may serve on the Executive Board.
- C. Disputes. In the event of any dispute or disagreement between any Unit Owners to the property, at any questions of interpretations or application of the provisions of this Declaration (including the Plats and Plans), the Bylaws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board either directly or following an appeal to such Executive Board from the association body making a determination in the first instance, if any such body has been established by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate legal actions. The Executive Board shall have the authority to sue for judicial relief or order to assist it in carrying out its responsibilities under this section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

- D. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents, including, but not limited to, Declarant's rights to amend or supplement the Condominium Documents as part of the exercise of its development rights as set forth in Article X.B. herein. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or other secondary mortgage market lenders, guarantors or insurers with respect to Condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from an independent legal counsel to the effect that the proposed amendment is permitted by the terms of this section. Each amendment of the type described in this section shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.
- E. Abating and Enjoining Violations by Unit owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provisions contained in the Bylaws or the breach of any provision of this Declaration or the Condominium Act by any Unit Owner, shall give the Executive Board and any aggrieved unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. Any failure by an Owner or the Executive Board to enforce any of the provisions of the Rules and Regulations, Bylaws, this Declaration, or the Condominium Act, shall in no way be deemed to be a waiver of the right to do so thereafter.

F. Insurance. The Executive Board shall obtain and maintain insurance as provided in the Bylaws.

IN WITNESS WHEREOF, Crysler Properties Partnership has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

By: Larry Klinghoffer, Partner

By: Scott Altizer, Partner

STATE OF MISSOURI

COUNTY OF JACKSON

On this 21st day of April, 1988, personally appeared Larry Klinghoffer and Scott Altizer, known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged that they are the General Partners of Crysler Properties Partnership, a Missouri general partnership, and that they executed the same for the purposes and consideration therein expressed, and at the direction and on behalf of said partnership.

Linda L. Dodson

Notary Public, Bates County MO

**EXHIBIT A [pg 32] Legal Description of the
Heritage Park Condominium**

[Legal Description 1 = LD1]

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right of way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

**EXHIBIT B [pg 33] Unit Owners' Percentage
Interest Heritage Park Condominium**

[Original 18 Units]

Unit		Percentage Interest	Number of Votes
No.	1	5.26	1
No.	2	5.82	1
No.	3	5.26	1
No.	4	5.82	1
No.	5	5.26	1
No.	6	5.82	1
No.	7	5.26	1
No.	8	5.82	1
No.	9	5.76	1
No.	10	5.76	1
No.	11	5.82	1
No.	12	5.22	1
No.	13	5.82	1
No.	14	5.22	1
No.	15	5.82	1
No.	16	5.22	1
No.	17	5.82	1
No.	18	5.22	1

**EXHIBIT C [pg 34] By-Laws Heritage Park
Condominium**

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BYLAWS OF THE HERITAGE PARK CONDOMINIUM ASSOCIATION

ARTICLE I. [pg 38] INTRODUCTORY PROVISIONS

A. Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section [448.3-106](#) of the Act with respect to the Condominium created by the recording of the Declaration in the office of the Director of Records of Jackson County, Missouri in Deed Book Vol. ____ at Page ____, as Document Number ____.

B. Definition

1. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

2. The following terms when used herein shall have the meaning set forth below:

- a. "Insurance Trust Agreement" means that a certain agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section VII.B hereof.
- b. "Insurance Trustee" means that certain entity responsible for the management of insurance proceeds pursuant to the Insurance Trust Agreement, which entity's deposits are insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or another federally constituted body serving an equivalent function.
- c. "Transition Meeting" means the meeting of the Association at which the Transition Election is held.
- d. "General Common Expenses" means Common Expenses excluding Limited Expenses.
- e. "Limited Expenses" means the Common Expenses described in section [448.3-115](#) of the Act as modified by Section II.C of the Declaration.

C. Compliance. Pursuant to the provisions of the Act, every Unit owner and all persons entitled to occupy a Unit shall comply with those Bylaws.

D. Office. The office of the Condominium, the Association and the Executive Board shall be

located at the Property, which is located at 4021
Crysler, Independence, Missouri, or at such other
place as may be designated from time to time by
the Executive Board.

ARTICLE II. [pg 39] THE ASSOCIATION

- A. Composition. The Association is hereby organized on the date hereof as a not-for-profit corporation. The Association shall consist of all of the Unit owners acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting Assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration, the foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.
- B. Annual Meetings. The annual meetings of the Association shall be held on the first day of October of each year unless such date shall occur on a weekend or holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of section III.C of these Bylaws (subject to Article X of the Declaration) and such other business as may properly come before the meeting may be transacted.
- C. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the executive Board.
- D. Special Meetings.**
1. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the secretary by Unit Owners of not less than thirty percent (30%) of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the possible rejection of a budget or capital expenditure pursuant to

Section [V.4] below, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2. Within sixty (60) days after conveyance of twenty-five percent (25%) of all eighteen (18) of the Units to Unit Owners other than the Declarant, the Transition Meeting of the Association and Transition Election shall be held at which two (2) additional persons who are Unit Owners residing in the Condominium shall be elected to the Executive Board. Only Unit Owners other than the Declarant may vote at such Transition Election as provided in Section III.A of these Bylaws. The term of each Member so elected at the Transition Election and each successor to each such Member shall expire on the first day of October of each even numbered year following the year in which such Member is elected. During the Declarant control period each such successor shall be elected only by Unit Owners other than the Declarant.

3. Within five (5) days prior to the termination of the Declarant Control Period or at such earlier date as the Declarant in its sole discretion shall specify, a special meeting of the Association shall be held at which all of the members of the Executive Board appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The members of the Executive Board so elected shall serve until the first day of October of the next odd numbered year and the term of the successors to each such Member shall expire on the first day of October of each odd numbered year.

E. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least twenty (20) but not more than sixty (60) days, and of each special meeting of the Unit owners at least ten (10) but not more than forty-five (45) days, prior to such meeting, stating the time, place and purpose thereof. The giving

of a notice of meeting in the manner provided in this Section and Section IX.A of these Bylaws shall be considered service of notice.

F. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original seating was called.

G. Voting.

1. At all meetings of the Association each Unit Owner is entitled to cast one vote.

2. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote at such unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one Person owning such unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any or the other Owners of the Unit.

3. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty percent (50%) or the aggregate Percentage Interests in the condominiums voting in person or by proxy at one time at a duly convened meeting at which

a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate.

4. At each election for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected. Except as set forth in Sections II.D.2, III.O. and III.E.2, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a unit owned by the Association may be cast. There shall be no cumulative or class voting.

H. Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

I. Quorum.

1. Except as set forth below, the presence in person or by proxy of Unit Owners of twenty percent (20%) or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the unit owners Association.

2. If a meeting is adjourned pursuant to Section II.F above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast fifteen percent (15%) of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

J. Conduct of Meeting. 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 the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III. [pg 43] EXECUTIVE BOARD

A. Number and Qualifications.

The affairs of the Association shall be governed by an Executive Board. Prior to the Transition Election provided for by Section II.D.2 above, the Executive Board shall be composed of three (3) natural persons who shall be appointed by the Declarant. After the Transition Election, the Executive Board shall be composed of five (5) natural persons. All members of the Executive Board shall be unit Owners residing in their respective Units or designees of the Declarant.

B. Delegation of Powers; Managing Agent.

The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

1. To adopt the annual budget, any amendment thereto or to assess any Common Expenses;
2. To adopt, repeal or amend Rules and Regulations;
3. To designate signatories on Association bank accounts;
4. To borrow money on behalf of the Association;
5. To acquire and mortgage Units;
6. To designate Reserved Common Elements;
7. To allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days written notice and without cause and without penalty of any termination fee on no more than ninety (90) days written notice. The term of any such contract may not exceed three (3) years.

C. Election and Term of Office.

1. At the annual meetings of the Association, subject to Article X of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section II.D and Sections III.D and III.E hereof) shall be fixed at two (2) years. The members of the Executive Board hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed (him)self.
2. Persons qualified to be members of the Executive Board may be nominated for election. Any unit Owner may submit to the secretary at least thirty (30) days before the meeting at which the election is to be held a nomination petition signed by Unit Owners owning at least four (4) Units and a statement that the person nominated is willing to serve on the Executive Board. The secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

D. Removal or Resignation Of Members of the Executive Board

1. Except with respect to members appointed by the Declarant, at any regular or special meeting of the Association duly called and subject to the notice requirements set forth in subsection III.D.2 below, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority or all votes in the Association. A successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member being replaced. In case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term. Notwithstanding the foregoing, during the Declarant control Period, any Executive Board member elected by only the

Unit Owners rather than the Declarant pursuant to section II.D.2 hereof, may be removed and a replacement elected only by a majority of all votes of Unit Owners other than the Declarant.

2. Any Unit Owner proposing removal of a Board member shall give notice thereof to the secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least twenty (20) days notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.
3. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit, if, as a result of such transfer, such member of the Executive Board has no ownership interest in any Unit.
4. Declarant shall have the right to remove and replace any or all members appointed by the Declarant at any time and from time to time.

E. Vacancies.

1. Except with respect to members appointed by the Declarant, members elected by the Unit Owners other than the Declarant and serving during the Declarant Control Period pursuant to section II.D.2 and vacancies caused by the removal of an Executive Board member by a vote of the Unit owners as set forth in Section III.D above, all vacancies in the Executive Board shall be filled by a vote of a majority of the remaining members of the Executive Board. Such vote shall be conducted at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Any person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term.
2. During the Declarant Control Period, any vacancy created by the death, adjudication of incompetency, removal or resignation of a member of the Executive Board elected by only the Unit Owners rather than the

Declarant pursuant to Section II.D.2 hereof shall be filled by the vote of only Unit Owners rather than the Declarant. Except in the case of vacancy by removal and simultaneous replacement election pursuant to Section III.D above, the vote to fill a vacancy hereunder shall be conducted at a special meeting of the Association to be held for such purpose within twenty (20) days after the occurrence of such vacancy. The secretary shall give each Unit Owner at least ten (10) days prior notice of this special meeting, stating the time, place and purpose thereof. Any person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced.

F. Organizational Meeting.

The first meeting of the Executive Board following each annual seating of the Association (hereinafter referred to as the "Organizational Meeting") shall be held within ten (10) days thereafter at such time and place fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected members or the Executive Board in order legally to constitute such meeting, providing a majority of the whole Executive Board shall be present at such meeting.

G. Regular Meetings.

Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every two (2) months. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least ten (10) days prior to the day named for such meeting.

H. Special Meetings.

Special meetings of the Executive Board may be called by the President on at least ten (10) days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

I. Waiver of Notice.

Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

J. Quorum of the Executive Board.

At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any reconvened, meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment pursuant to which all persons participating in the meeting can hear each other.

K. Compensation.

No member of the Executive Board shall receive any compensation from the Association for acting as such but may be reimbursed for all reasonable expenses incurred in the performance of his duties.

L. Conduct of Meetings.

The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. Such a minute book shall be kept at the office of the Association and may be examined at any time by any member who may make copies of any provisions. The Secretary shall, upon request of any member, for a reasonable charge, supply such member with copies of such minutes as such member shall designate certified by such Secretary as being

true and correct. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, these Bylaws or the Act.

M. Action Without Meeting.

Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting. Of all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

N. Validity of Contracts with Interested Executive Board Members.

Interested Executive Board members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members of the Association are members or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the fact that an Executive Board member is also such a member or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or notifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members.

O. Inclusion of Interested Executive Board Members in the Quorum.

Any Executive Board member holding such member or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in section III.N hereof.

P. Limited Liability of the Executive Board.

The Executive Board, and its members in their capacity as members, officers and employees:

1. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of any Building, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
2. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
3. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement. Check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
4. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
5. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
6. Shall have no personal liability arising out of the use, misuse or condition of the Building or which might in any other way be assessed against or imputed to the Executive

Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Q. Indemnification.

Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses were incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owners set forth in this Section III.Q shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

ARTICLE IV. [pg 49] OFFICERS

A. Designation.

The Officers of the Association shall include a President, a Vice-President, a Secretary, a Treasurer and such other officers having such titles and duties as the Executive Board may from time to time determine. All officers shall be members of the Executive Board, provided that the Board may delegate all or a portion of the duties of the Treasurer or the Secretary to a Managing Agent appointed pursuant to Section III.B of these Bylaws. In performing these duties, the Managing Agent may serve as Assistant Secretary or as Assistant Treasurer. The offices of President, Vice-President and Treasurer shall be held by three different individuals, but those individuals or other individuals may hold any number of other offices.

B. Election of Officers.

All officers shall be elected by a majority vote of the Executive Board and shall serve for one year or until successors are selected.

C. Removal of Officers.

Officers may be removed by a majority vote of the Executive Board without cause, and if so removed shall cease to function as officers immediately, although no successor be than elected.

D. President.

The President shall be the chief executive of the Executive Board and shall preside at all meetings of the Unit Owners and of the Executive Board and may exercise the powers ordinarily assigned to and exercised by the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business, provided that, subject to the limitations of Section III.B of these Bylaws, he may delegate authority to sign contracts to the Managing Agent. He shall do and perform all acts which the Executive Board may require.

E. Vice President.

The Vice-President shall serve as presiding officer in the absence of the President and shall perform the duties and exercise the powers of the President in the event of the President's death, disability, inability or refusal to act.

F. Secretary.

The Secretary shall keep the minutes of all meetings of the Executive Board and of the Association and shall be designated as the officer to mail and receive all notices served by or upon the Executive Board or the Association. The secretary shall execute amendments to the Declaration (including the Plat) and these Bylaws, as provided in the Act, the Declaration and these Bylaws, and shall, in general, perform all the duties incident to the office of secretary.

G. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data; and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties incident to the office of Treasurer.

H. Execution of Documents.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Two Thousand Dollars (\$2,000) shall be executed by two (2) officers of the Association as the Executive Board may from time to time designate, provided that the Managing Agent may not serve as both designated officers. All such instruments for expenditures or obligations of Two Thousand Dollars (\$2,000) or less may be executed by any one (1) officer of the Association.

I. Compensation of Officers.

No officer, who is also a member of the Executive Board, shall receive any compensation from the Association for acting as such officer, but may be reimbursed for all reasonable out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V. [pg 51] OPERATION OF THE PROPERTY

A. Determination of Common Expenses and Assessment Against Unit Owners.

1. **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by resolution of the Executive Board.
2. **Preparation and Approval of Budget.** Before each annual meeting of the Association (or, during the period of Declarant Control, before the beginning of each fiscal year), the Executive Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the next fiscal year to pay the common Expenses, including (without limitation) reasonable amounts necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. If the Period of Declarant Control has ended, the budget shall be presented and may be modified at the annual meeting of the Association. Within ten (10) days after each annual meeting, the secretary shall send to each Unit Owner a copy of the budget in a reasonably itemized form setting forth the amount of Common Expenses and the amounts and due dates of the assessments (and installments thereof) payable by that unit owner for each condominium Unit owned by him.
3. **Real Location of Assessments.** Within thirty (30) days after any change in the number of Units in the condominium, the Executive Board shall adjust the budget, allocating assessments against all the condominium units, and the Secretary shall send to each unit owner a copy of the adjusted budget reflecting the liability of all condominium Units for common Expenses for the remainder of the fiscal year; provided, however, that if the assessments necessary to fund the budget will not be modified as to any particular Units, such notification need not be given to the Unit Owners thereof. The amount of assessments attributable to each condominium Unit shall thereafter be the amount specified in the adjusted budget until a new budget shall have been adopted by the Executive Board.

4. Assessment and Payment of Common Expenses. Subject to the provisions of these Bylaws, the total amount of the estimated funds required from assessments for the operation of the Association and the Condominium as set forth in any budget or adjusted budget adopted by the Executive Board shall be assessed against all Units. Each Unit assessment shall be determined by multiplying the total amount of the budget adapted by the Executive Board by the percentage interest attributable to that Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each unit Owner shall be obligated to remit to the Treasurer or the Managing Agent (as determined by the Executive Board), one-twelfth (1/12) of such assessment within thirty (30) days after the end of each fiscal year, the Person who served as Treasurer on the last day of that fiscal year shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually paid, together with a tabulation of the amounts collected pursuant to the budget for such fiscal year, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and receives shall be credited to the Condominium Units, pro rata, and applied against the next monthly installments due with respect to each such Unit. Any net shortage shall be assessed promptly against the Unit Owners in proportion to their respective Common Element Interests and shall be due either in full with the next monthly assessment due or, if the Executive Board so determines, in a number of equal monthly installments sufficient to make up the shortage within a period ending not later than the end of the then, current fiscal year.
5. Reserves. The Association shall accumulate and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such

reserves. If the reserves are inadequate for any reason, including (without limitation) the nonpayment of any assessment, the Executive Board may at any time levy a further assessment, which shall be assessed against the Units in proportion to their respective common Element Interests and which shall be payable in a lump sum or in Installments as the Board may decide. The Secretary shall give notice of any such further assessment to each Unit Owner, giving the reason(s) therefor. All unit Owners shall be obligated to pay such further assessment either in full with the next monthly installment due or, if the Executive Board so determines, in a number of equal monthly installments sufficient to make up the shortage within a period ending not later than the end of the then current fiscal year.

6. Initial Assessment and Capital Contributions

- a. Upon taking office, the first Executive Board designated pursuant to these Bylaws shall determine the budget of the Association for the remainder of the fiscal year in which such designation occurs. Assessments made against the Condominium Units pursuant to this subsection 6 of this section, except that the assessments made as provided in this subsection of this section shall be due and payable in equal monthly installments on the first day of each month remaining in that fiscal year.
- b. The Declarant, as the agent of the Executive Board, shall collect from the first Purchaser of each Unit at the time of settlement an "initial capital contribution" equivalent to twice the monthly installment payment for the annual common Expense assessment against such Purchaser's Condominium Unit, based either on the assessments for the then current fiscal year or, if the Declarant's contract of sale with the Purchaser so provides, on the assessments for the fiscal year in which the contract was made. The Declarant will deliver the funds so collected to the Executive Board to

provide working capital for the Association, within 60 days of the first transfer of a Unit to any person other than Declarant, Declarant will deliver to the Executive Board an amount equal to the "initial capital contribution" for all units still owned by the Declarant. Upon sale of each such Unit thereafter, Declarant shall be reimbursed by the Executive Board in an amount equal to the "initial capital contribution" collected from the first Purchaser of such unit. Such funds may be allocated to reserves or used for such other Common Expenses (including, without limitation, any personal property deemed necessary for the operation or maintenance of the Common Elements) as the Executive Board may determine. Any such personal property may include, without limitation, items such as file cabinets, typewriters, other office supplies and equipment, gardening equipment, and snow removal equipment.

7. Effect of Failure to Prepare or Adopt Budget. Failure or delay in preparing or adopting a budget for any fiscal year shall not constitute a waiver or release in any manner or a Unit Owner's obligation to pay his share of the Common Expenses whenever the same shall be determined and, in the absence of any budget for the then, current fiscal year, each Unit Owner shall continue to pay monthly installments at the rate established for the previous year until delivery of the new monthly installment schedule.

B. Liability for Assessments.

Each Unit Owner shall be personally liable for all assessments against him or his Condominium Unit(s). No Unit Owner may avoid liability for any assessment by waiver, non-use or abandonment of any right or real estate. The new Unit Owner of a Condominium Unit shall be jointly and severally liable with the former Unit Owner thereof for all unpaid assessments against that Condominium Unit, without prejudice to any right of a successor in title to recover from any of his predecessors in title any amount for which any of the latter was liable.

C. Non-Liability for Assessments.

No Person shall have any liability with respect to assessments or installments thereof becoming due as to a Condominium Unit after he has ceased to be the Unit Owner thereof. Notwithstanding anything to the contrary in these Bylaws, any first Mortgagee who obtains title to a Unit pursuant to the remedies in a mortgage or through foreclosure, will not be liable for more than six months of the Unit's unpaid dues or charges accrued before the acquisition of the title to the Unit by the Mortgagee.

D. Certificate as to Status of Payment.

Upon written request of any Unit Owner or Purchaser, the Treasurer shall furnish or make available within five (5) business days to the Person requesting it a dated and recordable certificate setting forth the amount of any unpaid assessments or installments thereof that have become due as to the Condominium Unit in question as of the date of that certificate. A reasonable charge not to exceed any maximum specified by law may be fixed from time to time by resolution of the Executive Board for the issuance of such certificate. Notwithstanding any other provision of these Bylaws, a bona fide Purchaser of a unit who has relied upon such a certificate shall not be liable for any assessments or installments thereof which became due before the date of that certificate and which are not reflected thereon.

E. Collection of Assessments.

The Executive Board, or the Managing Agent or any officer(s) at the request of the Executive Board, shall take prompt action to collect any assessments or common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date thereof.

F. Statement of Assessment.

In addition to the statements issuable to Purchasers of Units, the Executive Board shall provide a current statement of unpaid assessments for Common Expenses and for any expenses of and advances by the Executive Board in respect of the Unit, to the Unit Owner, to any person who shall have entered into a binding agreement to purchase the Unit, and to any mortgagee on request at reasonable intervals.

G. Uncollected Assessments for Common Expenses.

In all cases where all or part or any assessments for Common Expenses and for any expenses of and

advances by the Executive Board cannot be promptly collected from the persons or entities liable therefor under the Act, the Declaration or these Bylaws, the Executive Board shall reassess the same as a Common Expense, without prejudice to its rights of collection against such persons or entities.

H. Lien for Unpaid Assessments.

All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Executive Board. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (1) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (2) liens and encumbrances recorded before the recordation of the Declaration, and (3) mortgages or deeds of trust in the interest of the Unit Owner to secure the purchase of that Unit recorded prior to the date on which the assessment sought to be enforced become delinquent. All other lienors acquiring liens on any Unit after the Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To evidence a lien for sums assessed pursuant to this section, the Executive Board may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by such body and may be recorded in the office of the Director of Records of Jackson County, Missouri. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such liens may be enforced by foreclosure by the Executive Board in the same manner in which liens on real estate may be foreclosed in the state of Missouri. In any such foreclosure, the owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the owner shall also be required to pay to the Executive Board, any assessments against the Unit which shall become due during

the period of foreclosure. The Executive Board shall have the right and the power to bid an amount equal to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof. A release of the lien shall be executed by the Executive Board and recorded in the office of the Director of Records of Jackson County, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

An encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Executive Board with respect to such lien, including priority.

The assessing body shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

In any foreclosure of a lien for assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Executive Board shall be entitled to the appointment of a receiver to collect the same.

I. Personal Obligation Assessments.

The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the executive Board. Suit to recover a money judgment for such personal obligation shall be maintained by the Executive Board without foreclosing or waiving the lien securing the name. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the common areas by abandonment of his Unit.

J. Sheriff's Sale.

In the event that title to a Unit is transferred at a sheriff's sale pursuant to execution upon any lien against the Unit, the Executive Board shall give notice in writing to the sheriff of any unpaid assessments for Common Expenses which are a lien against the Unit, and for any expenses of or advances by the Executive Board which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale

prior to the distribution of any balance to the former Unit Owner against whom the execution was issued. The Purchaser at such sheriff's sale and the unit involved shall not be liable for unpaid assessments for Common Expenses and for any expense of or advances by the Executive Board which became due prior to the sheriff's sale of the Unit. Any such unpaid assessments which cannot be promptly collected from the former Unit Owner shall be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including the Purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments for Common Expenses which are a lien against a Unit, and for any expenses of or advances by the Executive Board, the Executive Board may on behalf of all the Unit Owners purchase the Unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members Of the Executive Board.

ARTICLE VI. [pg 57] COMPLIANCE AND DEFAULT

A. Relief.

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, Acting through its Executive Board or through the Managing Agent, to the following relief:

1. Additional Liability. Each Unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees, or licensees, but only to the extent that such expense is not covered by the proceeds of Insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any unit or its appurtenances, nothing contained herein, however, shall be construed no modifying any waiver by any insurance company of its rights of subrogation.
2. Costs and Attorney Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.
3. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term provision, covenant

or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the name from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

4. Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision or the Declaration or the Act shall give the Executive Board the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII. [pg 58] INSURANCE

A. Power of Attorney.

The Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth In Section VII.C below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases or liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

B. Insurance Trustee.

The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 448.3-113 of the Act, proceeds of insurance designated in the insurance Trust Agreement in trust for Unit owners and their Eligible Mortgagees as their interests may appear.

C. Types and Accounts.

Commencing not later than the time of the conveyance of the first Unit to a person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below. Except es otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

1. Hazard Insurance.

- a. Each building comprising the condominium will be insured to the extent available, against casualty in a minimum amount equal to the maximum insurable replacement value thereof ss determined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Such insurance shall comply with the applicable requirements of Section VII, D hereof and, to the extent reasonably available, provide coverage of the Units, the Common

Elements (including the Limited Common Elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association. Such insurance shall, if so required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and, to the extent reasonably available, also cover fixtures, equipment and other personal property inside a Unit if such fixtures, equipment or personal property are financed by a Mortgage purchased by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If such insurance is so provided, the Association shall require such Unit Owner to pay the additional cost incurred by the Association in so insuring such Unit Owner's fixtures, equipment or other personal property. If such hazard insurance no longer becomes available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this section shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverages, but including all Building service equipment), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available, and construction code endorsements, if applicable and to the extent required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time.

- b. Such hazard insurance shall afford protection against at least the following:

1. loss or dosage by fire and other perils normally covered by the standard extended coverage endorsement;
 2. all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered, by the standard "all risk" endorsement, where such is available;
 3. such other risks as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation say require by reason of their holding one or more Eligible Mortgages;
- c. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Executive Board but not to exceed One Thousand Dollars (\$1,000).
2. Comprehensive Liability Insurance.
- a. Comprehensive Liability Insurance policies, complying with the requirements of section VII.D hereof, insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the project, any other areas under the Association's supervision, and commercial spaces owned by the Association (if any) whether or not leased to some third party.
 - b. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner.

- c. Limits of liability shall be at least one Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence.
- d. Coverage under this policy shall include legal liability arising out of lawsuits relating to employment contracts of the Association.

3. Fidelity Bonds.

- a. Fidelity Bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, members, trustees, manager, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds or insurance coverage shall include officers, employees and agents of such management agent.
- b. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half (1-1/2) times the Associations' estimated annual operating expenses, including reserves.
- c. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- d. Such fidelity bond or insurance shall also:
 - 1. Name the Association as an obligee;
 - 2. Contain waivers by the issuers of the bonds of all defenses based on the exclusion of

persons serving without compensation from the definition of "employees," or similar terms or expressions;

3. Provide that same may not be cancelled or substantially modified (including cancellation) for non-payment of premium without at least thirty (30) days prior written notice to the Association and all Eligible Mortgagees.
 4. Indemnification Insurance. Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Section III.Q, if and to the extent available at the election of the Executive Board.
 5. Workers Compensation Insurance. The Association shall maintain a policy of Workers Compensation insurance sufficient to comply with the regulations of the Division of Workers' Compensation, Missouri Department of Labor and Industrial Relations, if and as required by law.
 6. Other Insurance. The Association may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.
- D. Required Provisions.
- Insurance obtained by the Association shall be in accordance with the following provisions:
1. All policies shall be written with a company licensed to do business in the state of Missouri and, for the Hazard insurance Policy described in section VII.A.1 hereof, such company must hold a rating of Class VI or better by Best's Insurance Reports (or a rating of Class V, provided it has general policy holder's rating of at least "A"), or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.
 2. Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

3. With respect to the insurance policies issued to the Association and covering all or any part of the Property, the Association shall endeavor to cause such policies to provide that:
- a. The enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, each subrogation being waived;
 - b. Such policies cannot be cancelled, invalidated, or suspended by means of the conduct of any one or more Unit Owners, all defenses based on co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to the Association, any Insurance Trustee, each Unit Owner and all holders of Eligible Mortgages whose names and addresses are on file with the insurer;
 - c. Such policies cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Association or of any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect within a reasonable period of time;
 - d. Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article VII.
 - e. The name of the insured under each policy required pursuant to this

Article VII shall be stated in form and substance substantially as follows: "The Heritage Park Condominium Association" for the use and benefit of the individual owners, of the Units contained in The Heritage Park Condominium." The policies may alternatively be issued in the name of an authorized representative of the Association, including any insurance Trustee with whom the Association has entered into an insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual owners, as provided for In Section VII.B above.

- f. Loss payable under each policy required pursuant to this Article VII shall be in favor of the Association or Insurance Trustee (if an Insurance Trustee has been appointed by the Executive Board pursuant to Section VII.B), as a trustee for each unit owner and each owner's Eligible Mortgagee as their interests may appear. Policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) or shall otherwise be endorsed to fully protect all Eligible Mortgagees' interests. If the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation holds one or more Eligible Mortgages, the policies must name as mortgagee either the Federal National Mortgage Association or the Federal Home Loan Mortgage Company, or the servicers for the Eligible Mortgages they hold; such servicer's name shall be followed by the phrase "its successors and assigns."
- g. Coverage may not be prejudiced by (1) any act or negligence of one or more Owners of Units when such act or neglect is not within the control of the Association; or (2)

any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

- h. All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (1) without the prior written approval of the Executive Board (or any Insurance Trustee), or (2) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.
- i. Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VII may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees with the Association's policies providing primary coverage.
- j. Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VII shall provide that no assessment may be made against eligible Mortgagees or may become a lien on the mortgaged premises superior to the lien of any Eligible Mortgagees, except as provided in the Act.
- k. Any Insurance Trust Agreement will be recognized.

E. Unit Owner's Insurance.

- 1. Each Unit owner may obtain additional insurance at his own expense; provided, however, that (1) such policies shall not be invalidated by the waivers of subrogation contained in the Condominium Documents; and (2) no Unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount

which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

2. Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than (1) personal property belonging to such owner; or (2) the individual Unit of such Owner, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.
3. The Executive Board shall have the power to require all Unit Owners to carry such types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, insurance on all portions of the Unit.

ARTICLE VIII. [pg 65] AMENDMENTS

A. **Amendments to Bylaws.**

Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, the provisions of these Bylaws may be amended only by an affirmative vote of Unit Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however, that if such amendment shall make any change which would have a material effect upon any of the rights, privileges, powers and options of the Declarant, such amendment shall require the joinder of the Declarant. Upon such an affirmative vote, the Executive Board shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Unit Owners and the amendments shall be effective upon recording.

B. **Approval of Mortgagees.**

No amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a first mortgage holder shall be adopted without the prior written consent of the requisite percentage of first mortgagees as set forth in Section VII.D of the Declaration.

C. **Amendments to the Declaration.**

The Declaration may be amended pursuant to the provisions of the Act and the Declaration. Any two (2) officers or Executive Board Members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE IX. [pg 65] MISCELLANEOUS

A. Notices; Waiver of Notice.

Any notice permitted or required to be delivered by the terms of these Bylaws, the Declaration or Act, may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty four (24) hours after a copy of the same has been deposited in the U.S. Postal service, postage prepaid, return receipt requested. Notice to Unit Owners shall be addressed to each Unit Owner at the address given by such Unit Owner to the Executive Board. Such address may be changed from time to time by notice in writing to the Association Secretary. Any Unit Owner may at any time waive notice required to be given under these Bylaws, or by statute or otherwise. The presence of 4 Unit owner in person at any meeting of the Unit Owners shall be deemed such waiver.

B. No Waiver.

The failure of the Executive Board of its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration or Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment, for the future, of such, term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Executive Board or its contractor of the payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver of the Executive Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Executive Board.

C. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

D. Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

E. Gender.

The use of the masculine gender is only for convenience and reference, and in no way defines, limits or describes the scope of these Bylaws or the intent of any provisions hereof.

F. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of The Heritage Park Condominium, to which these By-laws are an exhibit.

ARTICLE IX. Attachments

Exhibit A [pg 67]

Unit Designations for Fee Assessment

The Heritage Park Condominiums

Unit	1	4017-4	South Crysler
Unit	2	4017-3	South Crysler
Unit	3	4017-1	South Crysler
Unit	4	4017-2	South Crysler
Unit	5	4017-8	South Crysler
Unit	6	4017-7	South Crysler
Unit	7	4017-5	South Crysler
Unit	8	4017-6	South Crysler
Unit	9	4015-1	South Crysler
Unit	10	4015-2	South Crysler
Unit	11	4015-4	South Crysler
Unit	12	4015-3	South Crysler
unit	13	4015-5	South Crysler
Unit	14	4015-6	South Crysler
Unit	15	401S-8	South Crysler
Unit	16	4015-7	South Crysler
unit	17	4015-9	South Crysler
Unit	18	4015-10	South Crysler

Exhibit B [pg]– (orig doc pages 31-32 missing)

Exhibit C [pg]– (orig doc pages 31-32 missing)

Exhibit D [pg 68]– List of Title Exceptions

1. Real estate taxes for the year 1988 and succeeding year.
2. Right of way for a public road granted to Jackson County, Missouri, by the instrument recorded August 25, 1930, as Document No. 284591 in Book 559 at Page 106.
3. [OCR note, numbers & book names possibly incorrect] Easement granted to the City of Independence in Document No. [I822127] in Book I1763 at Page 1414, being a 15 foot water-line easement lying 7.5 feet on either side of the following described line: Beginning at a point on the south line of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, said point being south 89 degrees 14 minutes 41 seconds east along said south line, 236.96 feet from the southwest corner of said lot and/or 195.02 feet from the east line of Crysler Avenue as established by the right of way conveyed by Book I559 at Page 106; thence north 0 degrees 00 minutes 53 seconds west parallel with the east line of said Crysler Avenue, 48 feet to point A; thence continuing North 0 degrees 00 minutes 51 seconds west, 146.71 feet to point B; thence continuing north 0 degrees 00 minutes 53 seconds west, 25.79 feet to termination of said easement.

[OCR note, numbers possibly incorrect] Also, a 19 foot water line easement lying 7.5 feet on either side of the following described centerline: Beginning at point A described above: thence south 89 degrees 14 minutes 41 seconds east parallel with the south line of said lot 3, 164.3 feet to termination of said easement.

[OCR note, numbers possibly incorrect] Also, a 15 foot water line easement lying 7.5 feet on either side of the following described centerline: Beginning at point B described above; thence south 89 degrees 59 minutes 7 seconds west at right angles to the east line of said Crysler Avenue, 195 feet to a point on the east line of said Crysler Avenue, said point being north 0 degrees 00 minutes 53 seconds west along said east line, 192.10 east from the south line of said Lot 3, said point being the termination of said easement.

Exhibit E [pg 69]— Legal Description of Additional Property that May be Added in Whole, or in Part, to the Heritage Park Condominium at one or more times

1. That portion of the west half of lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof which is not platted initially as The Heritage Park Condominium.
2. All of Lot 1 and the west one-half of Lot 2, LIEB ACRES, a subdivision in Independence, Jackson County, Missouri.

(FIRST) AMENDMENT [pg 70]-Covered Parking

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM [pg 70]

[Amendment 1]

[Stamps on page...]

I860179 / I1827P 879

This Amendment to the Declaration of Condominium of The Heritage Park Condominium is made this 28th day of July 1988, by CRYSLER PROPERTIES PARTNERSHIP, Declarant, for the purpose of assigning to specific condominium units, as Limited Common Elements, the carport parking. The legal description of The Heritage Park Condominium is attached hereto as Exhibit A.

Authorization for this amendment is contained in Article III A of the Declaration of Condominium filed April 23, 1988 and recorded in Book I-1793 commencing at Page 493 in the Office of Director of Records, Jackson County, Missouri, at Independence. § 448.2-105(7) RSMo. 1986 also authorizes this Amendment.

The Declaration is hereby amended by allocating, as follows, the carport parking shown on the Plats and Plans as "Common elements which may be assigned as Limited Common Elements."

To Unit No.	1	Parking Space	G-B
To Unit No.	2	Parking Space	G-C
To Unit No.	3	Parking Space	G-E
To Unit No.	4	Parking Space	G-D
To Unit No.	5	Parking Space	G-G
To Unit No.	6	Parking Space	G-H
To Unit No.	7	Parking Space	G-P
To Unit No.	8	Parking Space	G-A
To Unit No.	9	Parking Space	G-Q
To Unit No.	10	Parking Space	G-F
To Unit No.	11	Parking Space	G-I
To Unit No.	12	Parking Space	G-N
To Unit No.	13	Parking Space	G-K
To Unit No.	14	Parking Space	G-O
To Unit No.	15	Parking Space	G-M
To Unit No.	16	Parking Space	G-R
To Unit No.	17	Parking Space	G-J
To Unit No.	18	Parking Space	G-L
To Heritage Park			
Condominium Association		Parking Space	G-S

[Stamps on page...]

In all other respects, the Declaration of Condominium shall remain as originally filed.

IN WITNESS WHEREOF, Crysler Properties Partnership has caused this Declaration to be executed the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

By: Larry Klinghoffer, Partner

By: Scott Altizer, Partner

STATE OF MISSOURI

COUNTY OF JACKSON

On this 21st day of April 1988, personally appeared Larry Klinghoffer and Scott Altizer, known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged that they are the General Partners of Crysler Properties Partnership, a Missouri general partnership, and that they executed the same for the purposes and consideration therein expressed, and at the direction and on behalf of said partnership.

Linda L. Dodson

Notary Public, Bates County MO

Exhibit A [pg 72] Legal Description of The Heritage Park Condominium

[Stamps on page...]

I1827P 881 [handwritten:] 08-3904 42-468

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

**SECOND AMENDMENT [pg 73]-Additional Units, Limited
Common Elements, Common Elements**

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This Second Amendment to the Declaration of Condominium of The Heritage Park Condominium is made this 10th day of August 1988, by CRYSLER PROPERTIES PARTNERSHIP, Declarant, for the purpose of adding additional property to the Condominium so as to create additional units, Limited Common Elements, and Common Elements. The currant legal description of The Heritage Park Condominium is attached hereto as Exhibit A. Authorization for this amendment is contained in Article IV and Article X of the Declaration of Condominium filed April 22, 1988 and recorded in Book I-1793 commencing at Page 493 in the Office of Director of Records, Jackson County, Missouri, at Independence. S448.2-110 RSMo. 1986 also authorizes this Amendment.

The First Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Declaration is now further amended as follows:

1. Exhibit A (new legal description)

to the Declaration of Condominium, the legal description of The Heritage Park Condominium, is hereby amended by deleting the present legal description in its entirety and substituting the following:

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by Document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0

degrees 0 minutes 53 seconds East along said line
143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WHITE
FARM, a subdivision in Independence, Jackson
County, Missouri, described as follows:

Beginning at the intersection of the south line of
said Lot 3 with the East right-of-way line of
Crysler Avenue as established by document recorded
in Book 559 at Page 106, said point being S 89°-
14'-41" E, 43.94 feet from the SW corner of said
Lot 3; thence S 89°-14'41" along said South line,
360.00 feet to the true point of beginning of the
tract to be herein described; thence S 89°-14'-41"
E, continuing along said south line, 255.74 feet to
the SE corner of said West 1/2; thence N 0°-03'-23"
E, along the East line of a said West 1/2, 329.95
feet, to the NE corner of said West 1/2; thence N
89°-12'-57" W, along the North line of said Lot 3,
307.50 feet; thence S 0°-0'-53" E, 21.50 feet;
thence N 89°-12'-57" W, 23.65 feet; thence S 0°-
00'-53" E, 143.56 feet; thence S 89°-13'-49" E,
75.00 feet; thence S 0°-00'-53" E, 165.04 feet to
the true point of beginning.

2. Exhibit B (owners' percentage 1-54)

to the Declaration of Condominium, the Unit
Owners' percentage interest in The Heritage Park
Condominium, is hereby amended in its entirety to
read as follows:

No. 1 1.67% 1
No. 2 1.84% 1
No. 3 1.67% 1
No. 4 1.84% 1
No. 5 1.67% 1
No. 6 1.84% 1
No. 7 1.67% 1
No. 8 1.84% 1
No. 9 1.82% 1
No. 10 1.82% 1
No. 11 1.84% 1
No. 12 1.65% 1

No. 13 1.84% 1
No. 14 1.65% 1
No. 15 1.84% 1
No. 16 1.65% 1
No. 17 1.84% 1
No. 18 1.65% 1
No. 19 1.81% 1
No. 20 1.97% 1
No. 21 1.97% 1
No. 22 1.81% 1
No. 23 1.81% 1
No. 24 1.97% 1
No. 25 1.97% 1
No. 26 1.81% 1
No. 27 1.97% 1
No. 28 1.97% 1
No. 29 1.81% 1
No. 30 1.97% 1
No. 31 1.97% 1
No. 32 1.81% 1
No. 33 1.81% 1
No. 34 1.97% 1
No. 35 1.97% 1
No. 36 1.81% 1
No. 37 1.97% 1
No. 38 1.97% 1
No. 39 1.81% 1
No. 40 1.97% 1
No. 41 1.97% 1
No. 42 1.81% 1
No. 43 1.81% 1
No. 44 1.97% 1
No. 45 1.97% 1
No. 46 1.81% 1
No. 47 1.81% 1
No. 48 1.97% 1
No. 49 1.97% 1

No. 50 1.81% 1
No. 51 1.81% 1
No. 52 1.97% 1
No. 53 1.97% 1
No. 54 1.81% 1
TOTAL: 100% 54

3. Exhibit D (title exceptions; right of way, easement, utility easement)

to the Declaration of Condominium, which describes title exceptions to The Heritage Park Condominium is hereby amended by adding the following title exceptions:

1. Deed of Trust executed by Crysler Properties Partnership, a Missouri general partnership, to Kendrick T. Wallace, Trustee for College Boulevard National Bank, dated May 20, 1988, and filed May 23, 1988 as Document No. I845797, in the original amount of \$1,600,000.00 (Includes other property)
2. Deed of Trust executed by Crysler Properties Partnership, a Missouri general partnership, to Kendrick T. Wallace, Trustee for College Boulevard National Bank, dated April 29, 1988, filed May 3, 1988 as Document No. I841960 in Book I1796 at Page 1995, securing \$125,000.00 (Includes other property)
3. Deed of Trust executed by Crysler Properties Partnership, a Missouri general partnership, to Leland Shurin, Trustee for College Boulevard National Bank, dated September 17, 1987, filed September 18, 1987 as Document No. I800710, in Book I1725, Page 1919, securing \$1,100,000.00. (Includes other property)
4. Right-of-way for a public road granted to Jackson County, Missouri, by the instrument recorded August 25, 1930, as Document No. 284591, in Book 559, Page 106.
5. Easement granted to the city of Independence in Document No. I822127, in Book I1763, Page 1414, being a 15 foot water line easement lying 7.5 feet on either side of the centerline

- described therein. (Affects common elements only)
6. Utility easement granted to the City of Independence by the instrument filed as Document No. I833477, in Book I1703, Page 167.
 7. Terms and provisions of easement for driveway purposes filed April 28, 1988 as Document No. I840540.
 8. Right reserved in Declaration of Condominium recorded April 22, 1988 as Document No. I839366 in Book I1793 at Page 493 and amended by Document No. I860179, to include the premises in question within said condominium.
{Includes other property}

4. Exhibit E

to the Declaration of Condominium of Heritage Park Condominium, which describes additional property which may be added in whole, or in part, to the Heritage Park Condominium is hereby amended by deleting the former description in its entirety and adding the following legal description:

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the North line of said lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 89°-12'-57" E, 43.59 feet from the NW corner of said Lot 3; thence S 89°-12'-57" E, along said North line, 308.65 feet to a point 307.50 feet from the NE corner of said West 1/2; thence S 0°-00'-53" E, 21.50 feet; thence N 89°-12'-57" W, 23.65 feet; thence S 0°-00'-53" E, 143.56 feet; thence N 89°-13'-49" W, 80.65 feet; thence S 0°-00'-53" E, 19.24 feet; thence S 89°-59'-07" W, 204.33 feet to said East right-of-way of Crysler Avenue; thence N 0°-00'-53" W, along said right-of-way, 187.17 feet to the true point of beginning;

Also, all of Lot 1 and the West 1/2 of Lot 2, LIEB ACRES, a subdivision in Independence, Jackson County, Missouri.

In all other respects, the Declaration of Condominium shall remain as originally filed and amended. All provisions, restrictions, rights and obligations created by the Declaration of Condominium and the Bylaws of The Heritage Park Condominium Association shall apply to the real property added to the Condominium by this Amendment.

IN WITNESS WHEREOF, Crysler Properties Partnership has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

By: Larry Klinghoffer, Partner

By: Scott Altizer, Partner

STATE OF MISSOURI

COUNTY OF JACKSON

On this 9th day of September, 1988, personally appeared Larry Klinghoffer and Scott Altizer, known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged that they are the General Partners of Crysler Properties Partnership, a Missouri general partnership, and that they executed the same for the purposes and consideration therein expressed, and at the direction and on behalf of said partnership.

Linda L. Dodson

Notary Public, Bates County MO

THIRD AMENDMENT [pg 79] Common to Limited Amend3-1869532

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This third Amendment to the Declaration of Condominium of The Heritage Park Condominium is made this 10th day of August, 1988, by CRYSLER PROPERTIES PARTNERSHIP, Declarant, by The Heritage Park Condominium Association, and by the unanimous consent of all of the members of The Heritage Park Condominium Association, **for the purpose of converting a portion of the Condominium's Common Element into a Limited Common Element and to further allow the Declarant to assign the said new Limited Common Element to a specific condominium Unit.** The legal description of The Heritage Park Condominium is attached hereto as Exhibit A. Authorization for this amendment is contained in Article V of the Declaration of Condominium filed April 22, 1988, and recorded in Book I-1793 commencing at Page 493 in the Office of Director of Records, Jackson County, Missouri, at Independence. S448.2-117 RSMo. 1986 also authorizes this Amendment.

The First Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Second Amendment added additional property to the Condominium to create additional Units, Limited common Elements, and Common Elements.

The Declaration is hereby further amended by allocating as a Limited Common Element a portion of the Common Elements shown on the Plat of The Heritage Park Condominium Units 1 through 18 recorded on April 22, 1988, in the office of Director of Records, Jackson County, Missouri, at Independence, ("the Original plat"). The portion to be added as a Limited Common Element is a tract of land approximately six (6) feet wide and twenty (20) feet long which is located at the southeast corner of the original Plat. The purpose of this Amendment is to permit the inclusion of this land as part of carport space G-T identified on the Supplemental Plat which has been prepared and filed in connection with the Second Amendment to the Declaration. The Second Amendment and the Supplemental Plat are the documents which legally added the additional 36 Units to The Heritage Park Condominium. Said carport space G-T is hereby

declared to be a Limited Common Element which may be assigned to a specific Unit by the Declarant.

In all other respects, the Declaration of Condominium, as amended, shall remain as originally filed, and as amended.

IN WITNESS WHEREOF, the under signed has caused this Third Amendment to the Declaration of Condominium to be executed the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

Larry Kinghoffer, Partner

Scott Altizer, Partner

[12 pages of Unit Owner signatures with notary]

Exhibit A [pg 93] (Legal Description...)

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106.

Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 89°-14'-41" E 43.94 feet from the Southwest corner of said Lot 3; thence South 89°-14'-41" E, along said South line, 360.00 feet to the true point of

beginning of the tract to be herein described;
thence South $89^{\circ}-14'-41''$ E, continuing along said
South line, 255.74 feet to the SE corner of said
West 1/2; thence North $0^{\circ}-03'-23''$ E, along the East
line of said West 1/2, 329.95 feet to the Northeast
corner of said West 1/2; thence N $89^{\circ}-12'-57''$ W,
along the North line of said Lot 3, 307.50 feet;
thence S $0^{\circ}-00'-53''$ E, 21.50 feet; thence North
 $89^{\circ}-12'-57''$ W, 23.65 feet; thence S $0^{\circ}-00'-53''$ E,
143.56 feet; thence South $89^{\circ}-13'-49''$ E, 75.00
feet; thence S $0^{\circ}-00'-53''$ E, 165.04 feet to the
true point of beginning.

FOURTH AMENDMENT [pg 94] Carports Amend4-I903468

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This Amendment to the Declaration of Condominium of The Heritage Park Condominium, is made this 24th day of March 1989, by CRYSLER PROPERTIES PARTNERSHIP. Declarant, for the purpose of assigning to specific condominium units, as limited Common Elements, the carport parking. The legal description of The Heritage Park Condominium is attached hereto as Exhibit A.

Authorization for this amendment is contained in Article III A of the Declaration of Condominium filed April 22, 1988, and recorded in Book I-1793 commencing at Page 493 in the office of Director of Records, Jackson County, Missouri, at Independence. § 448.2-105(7) RSMo. 1988 also authorizes this Amendment.

The Declaration is hereby amended by allocating, as follows, the carport parking shown on the Plats and Plans as "Common elements which may be assigned as Limited Common Elements."

To	Unit	No.	19	-	Parking	Space	G-BB
To	Unit	No.	20	-	Parking	Space	G-AA
To	Unit	No.	21	-	Parking	Space	G-T
To	Unit	No.	22	-	Parking	Space	G-CC
To	Unit	No.	23	-	Parking	Space	G-W
To	Unit	No.	24	-	Parking	Space	G-Z
To	Unit	No.	25	-	Parking	Space	G-X
To	Unit	No.	26	-	Parking	Space	G-Z
To	Unit	No.	27	-	Parking	Space	C-MM
To	Unit	No.	28	-	Parking	Space	G-LL
To	Unit	No.	29	-	Parking	Space	G-PP
To	Unit	No.	30	-	Parking	Space	G-HH
To	Unit	No.	31	-	Parking	Space	G-GG
To	Unit	No.	32	-	Parking	Space	G-II
To	Unit	No.	33	-	Parking	Space	G-EE
To	Unit	No.	34	-	Parking	Space	G-JJ
To	Unit	No.	35	-	Parking	Space	G-KK
To	Unit	No.	36	-	Parking	Space	G-DD
To	Unit	No.	37	-	Parking	Space	G-NN G-OO
To	Unit	No.	38	-	Parking	Space	G-PP
To	Unit	No.	39	-	Parking	Space	G-RR
To	Unit	No.	40	-	Parking	Space	G-QQ
To	Unit	No.	41	-	Parking	Space	G-SS

To	Unit	No.	42	-	Parking	Space	C-TT
To	Unit	No.	43	-	Parking	Space	G-WW
To	Unit	No.	44	-	Parking	Space	G-VV
To	Unit	No.	45	-	Parking	Space	G-UU
To	Unit	No.	46	-	Parking	Space	G-XK
To	Unit	No.	47	-	Parking	Space	G-1A
To	Unit	No.	48	-	Parking	Space	G-YY
To	Unit	No.	49	-	Parking	Space	G-ZZ
To	Unit	No.	50	-	Parking	Space	G-1B
To	Unit	No.	51	-	Parking	Space	G-1F
To	Unit	No.	52	-	Parking	Space	G-1D
To	Unit	No.	53	-	Parking	Space	G-1E
To	Unit	No.	54	-	Parking	Space	G-1C

To the Heritage Condominium Association - Parking Space G-U; G-V; G-1G

In all other respects, the Declaration of Condominium shall remain as originally filed.

IN WITNESS WHEREOF, Crysler Properties Partnership has caused this Declaration to be executed the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

By: Larry Klinghoffer, Partner

By: Scott Altizer, Partner

[notary signed March 24, 1989]

Exhibit A [pg 97] I1899P2066

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the south line of said Lot J with the east right of way line of Crysler Avenue as established by Document recorded in Book 559 at Page 106. Said point being south 89 degrees 14 minutes 41 seconds east 43.94 feet from the southwest corner of said Lot 3f thence south 89 degrees 14 minutes 41 seconds east along the south line of said lot 3, 360 feet; thence north 0 degrees 0 minutes 93 seconds west 165.04 feet; thence 89 degrees 13 minutes 49 seconds west 155.65 feet; thence south 89 degrees 0 minutes 53 seconds east 19.24 feet; thence south 89 degrees 59 minutes 07 seconds west 204.33 feet to the east right of way line of said Crysler Avenue; thence south 0 degrees 0 minutes 53 seconds east along said line 140.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

**FIFTH AMENDMENT [pg 98] Additional Units, Limited Common
Elements, Common Elements I903469**

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This Fifth Amendment to the Declaration of Condominium or The Heritage Park Condominium is made this 24th day of March, 1989, by CRYSLER PROPERTIES PARTMERSHIP, Declarant, for the purpose of adding additional property to the Condominium so as to create additional Units, Limited Common Elements, and Common Elements. The current legal description of The Heritage Park Condominium is attached hereto as Exhibit A. Authorization for this amendment is contained in Article IV and Article X of the Declaration of Condominium filed April 22, 1988, and recorded in Book I-1793 commencing at page 490 in the Office of Director of Records, Jackson County, Missouri, at Independence. § 448.2-110 RSMo. 1986 also authorizes this Amendment.

The First Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Second Amendment added additional property to the Condominium to create additional Units, Limited Common Elements and Common Elements. The Third Amendment allocated as a Limited Common Element carport space G-T. The Fourth Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Declaration is now further amended as follows:

1. Exhibit A

to the Declaration of Condominium, the legal description of The Heritage Park Condominium, is hereby amended by deleting the present legal description in its entirety and substituting the following:

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0

degrees 0 minutes 53 seconds West 165.04 feet;
thence 89 degrees 13 minutes 49 seconds West 155.65
feet; thence South 0 degrees 0 minutes 53 seconds
East 19.24 feet; thence South 89 degrees 59 minutes
07 seconds West 204.33 feet to the East right-of-
way line of said Crysler Avenue; thence South 0
degrees 0 minutes 53 seconds East along said line
143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE
FARM, a subdivision in Independence, Jackson
County, Missouri described as follows:

Beginning at the intersection of the South line of
said Lot 3 with the East right-of-way line of
Crysler Avenue as established by document recorded
in Book 559 at Page 106, said point being South 89
degrees 14 minutes 41 seconds East 43.94 feet from
the Southwest corner of said Lot 3; thence South 89
degrees 14 minutes 41 seconds East, along said
South line, 360.00 feet to the true point of
beginning of the tract to be herein described;
thence South 89 degrees 14 minutes 41 seconds East,
continuing along said South line, 255.74 feet to
the Southeast corner of said West 1/2; thence North
0 degrees 03 minutes 23 seconds East along the East
line of said West 1/2, 329.95 feet to the Northeast
corner of said West 1/2; thence North 89 degrees 12
minutes 57 seconds West, along the North line of
said Lot 3, 307.50 feet; thence South 0 degrees 00
minutes 53 seconds East, 21.50 feet; thence North
89 degrees 12 minutes 57 seconds West, 23.65 feet;
thence South 0 degrees 00 minutes 53 seconds East,
143.56 feet; thence South 89 degrees 13 minutes 49
seconds East, 75.00 feet; thence South 0 degrees 00
minutes 53 seconds East, 165.04 feet to the true
point of beginning.

All that part of the West 1/2 of Lot 3, ED H. WITTE
FARM, a subdivision in Independence, Jackson
County, Missouri, described as follows:

Beginning at the intersection of the South line of
said Lot 3 with the East right-of-way line of
Crysler Avenue as established by document recorded
in Book 559 at Page 106, said point being S 87°-
23'-27" E, 43.94 feet from the SW corner of said
Lot 3; thence N 1-50-21 E, along the West line of
said Lot, 355.27 feet to the TRUE POINT OF
BEGGINING of the tract to be herein described, said
point being on the North line of said Lot 3 at a
point that is S 87°-22'-43" E 43.59 feet from the

NW corner of said Lot; thence S 87°-21'-40" E.
along the North line of said Lot, 308.65 feet to
the NW corner of THE HERITAGE PARK CONDOMINIUM
UNITS 19-54, a subdivision in said Independence;
thence S 1°-50'-21" W along the West line of said
CONDOMINIUM, 21.50 feet; thence N 87°-21'-43" W,
along said line, 23.65 feet; thence S 1°-50'-21" W.
along said line, 143.56 feet to the North line of
THE HERITAGE PARK CONDOMINIUM UNITS 1-18, a
subdivision in said Independence; thence N 87°-22'-
35" W, along the north line of said CONDOMINIUM,
80.65 feet; thence S 1°-50'-21" W, along said line,
19.24 feet; thence N 88°-09'-39" W, along said
line, 204.33 feet to the East line of said Chrysler
Avenue; thence N 1°-50'-21" E, along said East
line, 187.17 feet to the TRUE POINT OF BEGINNING.

SIXTH AMENDMENT [pg 105] Amend6-I945149

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This Amendment to the Declaration of Condominium of The Heritage Park Condominium is made this 24th day of March, 1989, by CRYSLER PROPERTIES PARTNERSHIP, Declarant, for the purpose of assigning to specific condominium units, as Limited Common Elements, the carport parking. The legal description of The Heritage Park Condominium is attached hereto as Exhibit A.

Authorization for this amendment is contained in Article III A of the Declaration of Condominium filed April 22, 1988, and recorded in Book T-1793 commencing at Page 493 in the Office of Director of Records, Jackson County, Missouri, at Independence. 448.2-105(7) RSMo. 1986 also authorizes this Amendment.

The Declaration is hereby attended by allocating, as follows, the carport parking shown on the Plats and Plans as "Common elements which may be assigned as Limited Common Elements."

To Unit No.	55	Parking Space	1I
To Unit No.	56	Parking Space	1H
To Unit No.	57	Parking Space	1N
To Unit No.	58	Parking Space	1O
To Unit No.	59	Parking Space	1P
To Unit No.	60	Parking Space	1Q
To Unit No.	61	Parking Space	1J
To Unit No.	62	Parking Space	1K
To Unit No.	63	Parking Space	1L
To Unit No.	64	Parking Space	1M
To Unit No.	65	Parking Space	1Y
To Unit No.	66	Parking Space	1X
To Unit No.	67	Parking Space	1W
To Unit No.	68	Parking Space	1V
To Unit No.	69	Parking Space	1U
To Unit No.	70	Parking Space	1T
To Unit No.	71	Parking Space	1S
To Unit No.	72	Parking Space	1R

In all other respects, the Declaration of Condominium shall remain as originally filed.

IN witness whereof, Crysler Properties Partnership has caused this Amendment to the Declaration of

Condominium to be executed the day and year first above written.

CRYSLER PROPERTIES PARTNERSHIP

By: Larry Klinghoffer, Partner

By: Scott Altizer, Partner

STATE OF MISSOURI

COUNTY OF JACKSON

On this 24th day of March 1989, personally appeared Larry Klinghoffer and Scott Altizer, known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged that they are the General Partners of Crysler Properties Partnership, a Missouri general partnership, and that they executed the same for the purposes and consideration therein expressed, and at the direction and on behalf of said partnership.

Linda L. Dodson

Notary Public

EXHIBIT A

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 87-23-27 E, 43.94 feet from the SW corner of said Lot 3; thence N 1-50-21 E, along the West line of said Lot, 355.27 feet to the TRUE POINT OF BEGGINING of the tract to be herein described, said point being on the North line of said Lot 3 at a point that is S 87-22-43 E 43.59 feet from the NW corner of said Lot; thence S 87-21-40 E. along the North line of said Lot, 308.65 feet to the NW corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence S 1-50-21 W along the West line of said CONDOMINIUM, 21.50 feet; thence N 87-21-43 W, along said line, 23.65 feet; thence S 1-50-21 W. along said line, 143.56 feet to the North line of THE HERTAGE PARK

CONDOMINIUM UNITS 1-18, a subdivision in said Independence; thence N 87-22-35 W, along the north line of said CONDOMINIUM, 80.65 feet; thence S 1-5-21 W, along said line, 19.24 feet; thence N 88-09-39 W, along said line, 204.33 feet to the East line of said Chrysler Avenue; thence N 1-50-21 E, along said East line, 167.17 feet to the TRUE POINT OF BEGINNING.

I1970P 675

SEVENTH AMENDMENT [pg 109] Amend 7-I950776 Legal Description

TO THE DECLARATION OF CONDOMINIUM

THE HERITAGE PARK CONDOMINIUM

This seventh Amendment to the Declaration of Condominium of The Heritage Park Condominium is made this 12th day of December 1989 by CRYSLER PROPERTIES PARTNERSHIP (mailing address: 3713 W 121st Street, Leawood, KS 66204), Declarant, for the purpose of adding additional property to the condominium so as to create additional Units, Limited Common Elements, and Common Elements. The current legal description of The Heritage Park Condominium is attached hereto as Exhibit A. Authorization for this amendment is contained in Article IV and Article X of the Declaration of Condominium filed April 22, 1988, and recorded in (Document No. I-839366) Book I-1793 commencing at Page 493 in the office of Director of Records, Jackson County, Missouri, at Independence. § 443.2-110 RSMo. 1986 also authorizes this Amendment.

The First Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Second Amendment added additional property to the condominium to create additional Units, Limited Common Elements, and Common Elements. The Third Amendment allocated as a Limited Common Element carport space G-T. The Fourth Amendment allocated covered parking spaces to specific Units as Limited Common Elements. The Fifth Amendment added additional property to the Condominium to create additional Units, Limited Common Elements and Common Elements. The Sixth Amendment allocated carport parking to specific Units as Limited Common Elements. The Declaration is now further amended as follows:

1. Exhibit A to the Declaration of Condominium, the legal description of The Heritage Park Condominium, is hereby amended by deleting the present legal description in its entirety and substituting the following:

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from

the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

All that part of the West ½ of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 87 degrees 23 minutes 27 seconds East, 43.94 feet from

the Southwest corner of said Lot 3; thence North 1 degree 50 minutes 21 seconds East, along the West line of said Lot, 355.27 feet to the true point of beginning of the tract to be herein described said point being on the North line of said Lot 3 at a point that is South 87 degrees 21 minutes 43 seconds East, 43.59 feet from the Northwest corner of said Lot; thence South 87 degrees 21 minutes 43 seconds East, along the North line of said Lot, 308.65 feet to the Northwest corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence South 1 degree 50 minutes 21 seconds West, along the West line of said CONDOMINIUM, 21.50 feet; thence North 87 degrees 21 minutes 43 seconds West, along said line, 23.65 feet; thence South 1 degree 50 minutes 21 seconds West, along said line, 143.56 feet to the North line of THE HERITAGE PARK CONDOMINIUM UNITS 1-18, a subdivision in said Independence; thence North 87 degrees 22 minutes 35 seconds West, along the North line of said CONDOMINIUM, 80.65 feet; thence South 1 degree 50 minutes 21 seconds West, along said line 19.24 feet; thence North 88 degrees 09 minutes 39 seconds West, along said line, 204.33 feet to the East line of said Chrysler Avenue; thence North 1 degree 50 minutes 21 seconds East, along said East line, 187.17 feet to the true point of beginning.

AND

Also, all of Lot 1 and the west ½ of Lot 2, XXXX Acres, a subdivision in Independence, Jackson County, Missouri.

[stamped: I1979P1675]

2. Exhibit B to the Declaration of Condominium, the Unit Owners' percentage interest in The Heritage Park Condominium, is hereby amended in its entirety to read as follows:

Unit Number	Common Elements % Interest	Number of Votes
1	0.925%	1
2	1.000%	1
3	0.925%	1
4	1.000%	1
5	0.925%	1
6	1.000%	1
7	0.925%	1
8	1.000%	1
9	0.990%	1

10	0.990%	1
11	1.000%	1
12	0.910%	1
13	1.000%	1
14	0.910%	1
15	1.000%	1
16	0.910%	1
17	1.000%	1
18	0.910%	1
19	0.990%	1
20	1.080%	1
21	1.080%	1
22	0.990%	1
23	0.990%	1
24	1.080%	1
25	1.080%	1
26	0.990%	1
27	1.080%	1
28	1.080%	1
29	0.990%	1
30	1.080%	1
31	1.080%	1
32	0.990%	1
33	0.990%	1
34	1.080%	1
35	1.080%	1
36	0.990%	1
37	1.080%	1
38	1.080%	1
39	0.990%	1
40	1.080%	1
41	1.080%	1
42	0.990%	1
43	0.990%	1
44	1.080%	1
45	1.080%	1
46	0.990%	1
47	0.990%	1
48	1.080%	1
49	1.080%	1
50	0.990%	1
51	0.990%	1
52	1.080%	1
53	1.080%	1
54	0.990%	1
55	1.080%	1
56	1.080%	1
57	0.990%	1
58	1.080%	1
59	1.080%	1
60	0.990%	1
61	0.990%	1
62	1.080%	1
63	1.080%	1
64	0.990%	1

65	0.990%	1
66	1.080%	1
67	1.080%	1
68	0.990%	1
69	0.990%	1
70	1.080%	1
71	1.080%	1
72	0.990%	1
73	1.070%	1
74	1.140%	1
75	1.140%	1
76	1.070%	1
77	1.070%	1
78	1.140%	1
79	1.140%	1
80	1.070%	1
81	1.070%	1
82	1.140%	1
83	1.140%	1
84	1.070%	1
85	1.070%	1
86	1.140%	1
87	1.140%	1
88	1.070%	1
89	1.070%	1
90	1.140%	1
91	1.140%	1
92	1.070%	1
93	1.070%	1
94	1.140%	1
95	1.140%	1
96	1.070%	1
	100.000%	

3. Exhibit D to the Declaration of Condominium, which describes title exceptions to The Heritage Park Condominium is hereby amended by adding the following title exceptions:

- a. Building set-back lines over the south 30 feet and the west 10 feet of the premises in question, as shown on the recorded plat.
- b. Abutter's rights in and to the established grade of Crysler Avenue and condemned in Case No. 1299225, Report of Commissioners filed in Book 1601, page 643.
- c. Covenants and restrictions contained in the instrument filed as Document No. 665147, in Book 1316, page 208.
- d. Deed of Trust, Assignment of Rents and Security Agreement executed by Crysler Properties Partnership to Edward E. Sterling, Trustee for

College Boulevard National Bank, dated June 1, 1989 and filed June 1, 1989 as Document No. 1-915987, securing \$1,270,000 and all other obligations secured thereby.

e. Easement and Right of Way for water pipeline granted to the city of Independence, Missouri, by the instrument filed June 19, 1989 as Document No, I-918949, in Book I-1925, at page 1418, as being more particularly described therein.

f. A 15-foot Power and Light Easement; two (2) 15-foot Sanitary Sewer Easements; a 20-foot Gas Easement; a varied-width Gas Easement over a portion of the North. 40 feet of the property (Phase IV), all as shown on The Heritage Park Condominium Plats and Plans regarding units 73 through 96 by Horizon Survey Co., Inc., recorded contemporaneously herewith.

4. Exhibit E to the Declaration of Condominium of Heritage Park Condominium, which describes additional property which may be added in whole, or in part, to The Heritage Park Condominium is hereby amended by deleting the former description in its entirety.

5. The Declaration of Condominium is hereby amended by allocating, as follows, the garage parking shown in the Plats and Plans as "Common elements" which may be assigned as Limited Common Elements.

Unit Number	Garage
73	G-2A
74	G-2B
75	G-2C
76	G-2D
77	G-2E
78	G-2F
79	G-2G
80	G-2H
81	G-2I
82	G-2J
83	G-2K
84	G-2L
85	G-2M
86	G-2N
87	G-2O
88	G-2P
89	G-2Q
90	G-2R
91	G-2S
92	G-2T
93	G-2U

94	G-2V
95	G-2W
96	G-2X

In all other respects, the Declaration of Condominium shall remain as originally filed and amended. All provisions, restrictions, rights and obligations created by the Declaration of Condominium and the Bylaws, of The Heritage Park Condominium Association shall apply to the real property added to the condominium by this Amendment.

IN witness whereof, Chrysler Properties Partnership has caused this Amendment to the Declaration of Condominium to be executed the day and year first above written.

EXHIBIT A

That portion of the west half of Lot 3, ED H. WHITE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the Intersection of the south line of said Lot 3 with the east right of way line of Chrysler Avenue as established by Document recorded in Book 559 at Page 106. Said point being south 89 degrees 14 minutes 41 seconds east 43.94 feet from the southwest corner of said Lot 3; thence south 89 degrees 14 minutes 41 seconds east along the south line of said Lot 3, 360 feet; thence north 0 degrees 0 minutes 53 seconds west 165.04 feet; thence 89 degrees 13 minutes 49 seconds west 155.65 feet; thence south 0 degrees 0 minutes 53 seconds east 19.24 feet; thence south 89 degrees 59 minutes 07 seconds west 204.33 feet to the east right of way line of said Chrysler Avenue; thence south 0 degrees 0 minutes 53 seconds east along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WHITE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the south line of said Lot 3 with the East right-of-way line of Chrysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 89°-14'-41" E, 43.94 feet from the SW corner of said Lot 3; thence S 89°-14'-41" along said South line,

360.00 feet to the true point of beginning of the tract to be herein described; thence S 89°-14'-41" E, continuing along said south line, 255.74 feet to the SE corner of said West 1/2; thence N 0°-03'-23" E, along the East line of a said West 1/2, 329.95 feet, to the NE corner of said West 1/2; thence N 89°-12'-57" W, along the North line of said Lot 3, 307.50 feet; thence S 0°-0'-53" E, 21.50 feet; thence N 89°-12'-57" W, 23.65 feet; thence S 0°-00'-53" E, 143.56 feet; thence S 89°-13'-49" E, 75.00 feet; thence S 0°-00'-53" E, 165.04 feet to the true point of beginning.

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 87-23-27 E, 43.94 feet from the SW corner of said Lot 3; thence N 1-50-21 E, along the West line of said Lot, 355.27 feet to the TRUE POINT OF BEGGINING of the tract to be herein described, said point being on the North line of said Lot 3 at a point that is S 87-22-43 E 43.59 feet from the NW corner of said Lot; thence S 87-21-40 E. along the North line of said Lot, 308.65 feet to the NW corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence S 1-50-21 W along the West line of said CONDOMINIUM, 21.50 feet; thence N 87-21-43 W, along said line, 23.65 feet; thence S 1-50-21 W. along said line, 143.56 feet to the North line of THE HERTAGE PARK CONDMINIUM UNITS 1-18, a subdivision in said Independence; thence N 87-22-35 W, along the north line of said CONDOMINIUM, 80.65 feet; thence S 1-5-21 W, along said line, 19.24 feet; thence N 88-09-39 W, along said line, 204.33 feet to the East line of said Crysler Avenue; thence N 1-50-21 E, along said East line, 167.17 feet to the TRUE POINT OF BEGINNING.

EIGHTH AMENDMENT [pg 119] Amend 8-I952363

TO THE DECLARATION OF CONDOMINIUM
THE HERITAGE PARK CONDOMINIUM

[I 952363]

[I1982P1518]

This Eighth Amendment to the Declaration of Condominium of The Heritage Park Condominium in made this 14th day of December 1989, by the EXECUTIVE BOARD OF THE HERITAGE PARK CONDOMINIUM ASSOCIATION, after obtaining the approval of 67% of the condominium unit owners.

The current legal description of the Heritage Park Condominium is attached hereto bis Exhibit A. Authorization for this amendment is contained in Article XII of the Declaration of Condominium filed April 22, 1988 and recorded [written above line: Document No. I-839366] in Book I-1793 commencing at Page 493 in the office of Director of Records, Jackson County, Missouri at Independence and in chapter 446 of the Revised Statute of Missouri.

The first seven amendments to the Declaration, all of which are filed of record, were affected by the developer and dealt, primarily, either with additional land that was being subjected to the Condominium Declaration, or with the assignment of parking spaces to individual unit owners. This amendment is effected in order to conform to the requirements of the Federal National Mortgage Association. The changes are as follows:

A. Article II, Section C, of the Declaration entitled "Maintenance Responsibilities" is amended to require that the Association maintain the doors leading from the units to balconies, decks and patios and their related frames, sills and hardware, the doors leading from units to stairs, corridors or vestibules and the window and door sills, frames and hardware which are not part of the unit but which are adjacent to and serve only such unit. To accomplish this the existing Article II, Section C of the Declaration is deleted in its entirety and in lieu thereof the following new Article II, Section C is substituted:

"C. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section B above, the Units and Common Elements

shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 448.3-107 of the Act, except as expressly set forth to the contrary in this Section C. All Common Expenses associated with the maintenance, repair, and replacement of a Limited Common Element, (other than a balcony, deck or carport Limited Common Element, the doors leading from units to balconies, decks and patios and their related frames, sills and hardware, the doors leading from units to stairs, corridors or vestibules and the window and door sills, frames and hardware which are not part of the unit, but which are adjacent to and serve only such unit,) shall be assessed against the Unit to which such Limited Common Element was assigned at the time the expense was incurred. Maintenance, repairs, and replacement of balcony, dock and carport Limited Common Elements, the doors leading from units to balconies, decks and patios and their related frames, sills and hardware, the doors leading from units to stairs, corridors or vestibules and the window and door sills, frames and hardware which are not part of the unit, but which are adjacent to and serve only such unit, shall be the responsibility of the Association, the costs to be charged as common Expenses.

b. Article VII, Section C, Paragraph 1b is amended to require that the Executive Board provide audited financial statements to a mortgagee upon request of the mortgagee. To accomplish this, the existing Article VIII, Section c, Paragraph 1b, is deleted in its entirety and, in lieu thereof, the following Article II, Section C, Paragraph 1b, is substituted:

"C . . . 1 , , b. Audited financial statements of the Association."

C. In all other respects, the Declaration as amended shall remain unchanged.

IN WITNESS WHEREOF, the Executive Board of The Heritage Park Condominium Association has caused this Eighth Amendment to be executed the day and year first above written.

EXHIBIT A

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being S 87-23-27 E, 43.94 feet from the SW corner of said Lot 3; thence N 1-50-21 E, along the West line of said Lot, 355.27 feet to the TRUE POINT OF BEGGINING of the tract to be herein described, said point being on the North line of said Lot 3 at a point that is S 87-22-43 E 43.59 feet from the NW corner of said Lot; thence S 87-21-40 E. along the North line of said Lot, 308.65 feet to the NW corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence S 1-50-21 W along the West line of said CONDOMINIUM, 21.50 feet; thence N 87-21-43 W, along said line, 23.65 feet; thence S 1-50-21 W. along said line, 143.56 feet to the North line of THE HERTAGE PARK CONDMINIUM UNITS 1-18, a subdivision in said Independence; thence N 87-22-35 W, along the north line of said CONDOMINIUM, 80.65 feet; thence S 1-5-21 W, along said line, 19.24 feet; thence N 88-09-39 W, along said line, 204.33 feet to the East line of said Crysler Avenue; thence N 1-50-21 E, along said East line, 167.17 feet to the TRUE POINT OF BEGINNING.

NINETH AMENDMENT [pg 125] Amend9-I839366 2009

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE HERITAGE PARK CONDOMINIUM

November 19, 2009

WHEREASs on the 22nd day of April, 1989, a Declaration of Condominium, The Heritage Park Condominium, was filed by the Declarant Crysler Properties Partnership, and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, under Document No. I-839366 in Book I-1793 at Page 493; and

WHEREAS, subsequent Amendments First through Eighth were each adopted by sixty-seven percent (67%) of the unit owners of The Heritage Park Condominium and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, Missouri; and

WHEREAS, on the 19th day of November 2009, a Ninth Amendment to the Declaration of Condominium, The Heritage Park Condominium, for the following-described real properly was adopted by sixty-seven percent (67%) of the Unit Owners of Heritage Park Condominium pursuant to the provisions of Article V of the Declaration of Condominium, and as authorized by Section 448.2-117 regarding real property legally described as follows:

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 87 degrees 23 minutes 27 seconds East, 43.94 feet from the Southwest corner of said Lot 3; thence North 1 degree 50 minutes 21 seconds East, along the West line of said Lot, 355.27 feet to the true point of beginning of the tract to be herein described said point being on the North line of said Lot 3 at a point that is South 87 degrees 21 minutes 43 seconds East, 43.59 feet from the Northwest corner of said Lot; thence South 87 degrees 21 minutes 43 seconds East, along the North line of said Lot, 308.65 feet to the Northwest corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence South 1 degree 50 minutes 21 seconds West, along the West line of said

CONDOMINIUM, 21.50 feet; thence North 87 degrees 21 minutes 43 seconds West, along said line, 23.65 feet; thence South 1 degree 50 minutes 21 seconds West, along said line, 143.56 feet to the North line of THE HERITAGE PARK CONDOMINIUM UNITS 1-18, a subdivision in said Independence; thence North 87 degrees 22 minutes 35 seconds West, along the North line of said CONDOMINIUM, 80.65 feet; thence South 1 degree 50 minutes 21 seconds West, along said line 19.24 feet; thence North 88 degrees 09 minutes 39 seconds West, along said line, 204.33 feet to the East line of said Chrysler Avenue; thence North 1 degree 50 minutes 21 seconds East, along said East line, 187.17 feet to the true point of beginning.

AND

Also, all of Lot 1 and the West 1/2 of Lot 2, LIEB ACRES, a subdivision in Independence, Jackson County, Missouri.

NOW, THEREFORE, the Owners designated in Exhibit A, representing sixty-seven percent (67%) of said Unit Owners of The Heritage Park Condominium, for themselves, their successors, and assigns, Amend the Declaration of Condominium, The Heritage Park Condominium, as follows:

1. Article VIII of the Declaration of Condominium, The Heritage Park Condominium is hereby amended by deleting the current paragraph and substituting the following:

ARTICLE VIII - LEASING

All residential units shall be owner-occupied and shall not be rented or leased to any person. For purposes of the aforesaid restriction, the terms "leasing" or "renting" shall be defined as regular, exclusive occupancy of a unit by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to fee, service, gratuity, or emolument. All residential units shall be used for occupancy by a single family.

2. The signatures of Unit Owners of The Heritage Park Condominium approving said Amendment and comprising sixty-seven percent (67%) of the outstanding Unit Owners of the Condominium Association, are annexed hereto as Exhibit A, and herein incorporated.

HERITAGE PARK DECLARATION CHANGE

Article VIII shall be amended by deleting the current paragraph and substituting the following:

All residential units shall be owner-occupied and shall not be rented or leased to any person. For purposes of the aforesaid restriction, the terms "leasing" or "renting" shall be defined as regular, exclusive occupancy of a unit by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to fee, service, gratuity, or emolument. All residential units shall be used for occupancy by a single family.

TENTH AMENDMENT [pg 150] Amend10-I839366 2012

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM THE
HERITAGE PARK CONDOMINIUM

March 2, 2012

WHEREAS, on the 22nd day of April, 1989, a Declaration of Condominium, The Heritage Park Condominium, was filed by the Declarant Crysler Properties Partnership, and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, under Document No. I-839366 in Book I-1793 at Page 493; and

WHEREAS, subsequent Amendments First through Ninth were each adopted by sixty-seven percent (67%) of the unit owners of The Heritage Park Condominium and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, Missouri; and

WHEREAS, on the 16th day of February, 2012, a Tenth Amendment to the Declaration of Condominium, The Heritage Park Condominium, for the following described real property was adopted by sixty-seven percent (67%) of the Unit Owners of Heritage Park Condominium pursuant to the provisions of Article V of the Declaration of Condominium, and as authorized by Section 448.2-117 regarding real property legally described as follows:

That portion of the west half of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106. Said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East along the South line of said Lot 3, 360.00 feet; thence North 0 degrees 0 minutes 53 seconds West 165.04 feet; thence 89 degrees 13 minutes 49 seconds West 155.65 feet; thence South 0 degrees 0 minutes 53 seconds East 19.24 feet; thence South 89 degrees 59 minutes 07 seconds West 204.33 feet to the East right-of-way line of said Crysler Avenue; thence South 0 degrees 0 minutes 53 seconds East along said line 143.10 feet to the point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 89 degrees 14 minutes 41 seconds East 43.94 feet from the Southwest corner of said Lot 3; thence South 89 degrees 14 minutes 41 seconds East, along said South line, 360.00 feet to the true point of beginning of the tract to be herein described; thence South 89 degrees 14 minutes 41 seconds East, continuing along said South line, 255.74 feet to the Southeast corner of said West 1/2; thence North 0 degrees 03 minutes 23 seconds East along the East line of said West 1/2, 329.95 feet to the Northeast corner of said West 1/2; thence North 89 degrees 12 minutes 57 seconds West, along the North line of said Lot 3, 307.50 feet; thence South 0 degrees 00 minutes 53 seconds East, 21.50 feet; thence North 89 degrees 12 minutes 57 seconds West, 23.65 feet; thence South 0 degrees 00 minutes 53 seconds East, 143.56 feet; thence South 89 degrees 13 minutes 49 seconds East, 75.00 feet; thence South 0 degrees 00 minutes 53 seconds East, 165.04 feet to the true point of beginning.

AND

All that part of the West 1/2 of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri described as follows:

Beginning at the intersection of the South line of said Lot 3 with the East right-of-way line of Crysler Avenue as established by document recorded in Book 559 at Page 106, said point being South 87 degrees 23 minutes 27 seconds East, 43.94 feet from the Southwest corner of said Lot 3; thence North 1 degree 50 minutes 21 seconds East, along the West line of said Lot, 355.27 feet to the true point of beginning of the tract to be herein described said point being on the North line of said Lot 3 at a point that is South 87 degrees 21 minutes 43 seconds East, 43.59 feet from the Northwest corner of said Lot; thence South 87 degrees 21 minutes 43 seconds East, along the North line of said Lot, 308.65 feet to the Northwest corner of THE HERITAGE PARK CONDOMINIUM UNITS 19-54, a subdivision in said Independence; thence South 1 degree 50 minutes 21 seconds West, along the West line of said CONDOMINIUM, 21.50 feet; thence North 87 degrees 21 minutes 43 seconds West, along said line, 23.65

feet; thence South 1 degree 50 minutes 21 seconds West, along said line, 143.56 feet to the North line of THE HERITAGE PARK CONDOMINIUM UNITS 1-18, a subdivision in said Independence; thence North 87 degrees 22 minutes 35 seconds West, along the North line of said CONDOMINIUM, 80.65 feet; thence South 1 degree 50 minutes 21 seconds West, along said line 19.24 feet; thence North 88 degrees 09 minutes 39 seconds West, along said line, 204.33 feet to the East line of said Crysler Avenue; thence North 1 degree 50 minutes 21 seconds East, along said East line, 187.17 feet to the true point of beginning.

AND

Also, all of Lot 1 and the West V2 of Lot 2, LIEB ACRES, a subdivision in Independence, Jackson County, Missouri.

NOW, THEREFORE, the Owners designated in Exhibit A, representing sixty-seven percent (67%) of said Unit Owners of The Heritage Park Condominium, for themselves, their successors, and assigns, Amend the Declaration of Condominium, The Heritage Park Condominium, as follows:

1. Article I of the Declaration of Condominium, The Heritage Park Condominium,

A. Defined Terms, is hereby amended by adding the following new paragraph:

ARTICLE I - DEFINITIONS

32. "Single Family" means no more than four (4) people. Request for exceptions will be considered on a case by case basis by the Executive Board but can only be granted in extreme cases.

2. Article VI of the Declaration of Condominium, The Heritage Park Condominium,

A. Rules and Regulations, is hereby amended by adding the following new paragraph:

ARTICLE VI - USE RESTRICTIONS

1. Storage units are for storage of unit owner's personal items only and not to be used as a living space or for any other purpose. Flammable items and

open flames are prohibited in storage areas at all times. Dehumidifiers and other devices necessary to control the environment of the storage unit are the responsibility of the unit owner.

3. The signatures of Unit Owners of The Heritage Park Condominium approving said Amendment and comprising sixty-seven percent (67%) of the outstanding Unit Owners of the Condominium Association, are annexed hereto as Exhibit A, and herein incorporated.

ELEVENTH AMENDMENT [pg 167] Amend10-I839366 2012

TO THE DECLARATION OF CONDOMINIUM
THE HERITAGE PARK CONDOMINIUM

September 9, 2020

WHEREAS, on the 22nd day of April 1989, a Declaration of Condominium, The Heritage Park Condominium, 4021 South Crysler Avenue, Independence, Missouri 64055, was filed by the Declarant Crysler Properties Partnership, and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, under Document No. I-839366 in Book I-1793 at Page 493; and

WHEREAS subsequent Amendments First through Tenth were each adopted by sixty-seven percent (67%) of the unit owners of The Heritage Park Condominium and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, Missouri; and

WHEREAS, on the 1st day of October, 2019, an Eleventh Amendment to the Declaration of Condominium, The Heritage Park Condominium, for the following-described real property was adopted by sixty-seven percent (67%) of the Unit Owners of Heritage Park Condominium Association, Inc., 4021 South Crysler Avenue, Independence, Missouri 64055, pursuant to the provisions of Article V of the Declaration of Condominium and as authorized by Section 448.2-117 regarding real property legally described as follows:

[LD1-4]

NOW, THEREFORE, the Owners designated in Exhibit A, representing at least sixty-seven percent (67%) of said Unit Owners of The Heritage Park Condominium, for themselves, their successors, and assigns, Amend the Declaration of Condominium, The Heritage Park Condominium, as follows:

Article VI, Use Restrictions, Paragraph A, Rules and Regulations, is hereby amended by adding a new subparagraph, and shall hereafter read as follows:

ARTICLE VI - USE RESTRICTIONS

A. Rules and Regulations

1. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

b. A Unit Owner is prohibited from making any alterations, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of any Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of any Building; or lessen the support of any portion of any Building; or violate any applicable law, ordinance, or governmental rule, regulation or order.

Requests for replacement of current flooring in upper Units must be submitted to the Executive Board for approval. The request must include a test report from the manufacturer that verifies the flooring, installed on an acoustical isolation mat (underlayment) on the concrete subfloor, will meet or exceed a rating of IIC-55. Note that the test report submitted must show that the assembly tested involved only the flooring installed on an acoustical mat with a ceiling directly attached to the underside of the wood joists below (no resilient channels).

3, The signatures of Unit Owners of The Heritage Park Condominium approving said Amendment, and comprising sixty-seven percent (67%) of the outstanding Unit Owners of the Condominium Association, are annexed hereto as Exhibit A, and are herein incorporated,

THE EXECUTIVE BOARD OF THE HERITAGE PARK
CONDOMINIUM ASSOCIATION

The undersigned President and Secretary hereby attest to the authenticity of the signatures adopting this Eleventh Amendment to Declaration of Condominium, The Heritage Park Condominium, on September 9, 2020.

DENA WARD, President

Heritage Park Condominium Association, Inc.

NANCY HOMAN, Secretary

Heritage Park Condominium Association, Inc.

EXHIBIT D [] LIST OF TITLE EXCEPTIONS

HERITAGE PARK CONDOMINIUMS

1. Real estate taxes for the year 1988 and succeeding year.
2. Right of way for a public road granted to Jackson County, Missouri, by the Instrument recorded August 25, 1930, as Document No. 284591 in Book 559 at Page 106.
3. Easement granted to the City of Independence in Document No. I822117 in Book I1763 at Page 1414, being a 15 foot water line easement lying 7.5 feet on either side of the following described line: Beginning at a point on the south line of Lot 3, ED H. WITTE FARM, a subdivision in Independence, Jackson County, Missouri; said point being south 89 degrees 14 minutes 41 seconds east along said south line, 238.96 feet from the Southwest corner of said lot and/or 195.02 feet from the east line of Crysler Avenue as established by the right of way conveyed by Book I559 at Page 106; thence north 0 degrees 00 minutes 53 seconds west parallel with the east line of said Crysler Avenue, 48 feet to point A; thence continuing North 0 degrees 00 minutes 53 seconds west, 146.71 feet to point B; thence continuing north 0 degrees 00 minutes 53 seconds west, 25.79 feet to termination of said easement.
Also, a 15 foot water line easement lying 7.5 feet on either side of the following described centerline; Beginning at paint A described above; thence south 89 degrees 14 minutes 41 seconds east parallel with the south line of said lot 3, 164.3 feet to termination of said easement.
Also, a 15 foot water line easement lying 7.5 feet on either side of the following described centerline: Beginning at point B described above; thence south 89 degrees 59 minutes 7 seconds west at right angles to the east line of said Crysler Avenue, 195 feet to a point on the east line of said Crysler Avenue, said point being north 0 degrees 00 minutes 53 seconds west along said east line, 192.10 feet from the south line of said Lot 1, said point being the termination of said easement.

EXHIBIT E [] LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

I1793P 561

LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY THAT MAY BE ADDED IN WHOLE, OR IN PART, TO THE HERITAGE PARK CONDOMINIUM AT ONE OR MORE TIMES.

1. That portion of the west half of Lot 3, ED B. WITTE FARM, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof which is not platted initially as The Heritage Park Condominium.

2. All of Lot 1 and the west one-half of Lot 2, LIEB ACRES, a subdivision in Independence, Jackson County Missouri.

END OF BY-LAWS

