

HOMES ASSOCIATION DECLARATION

(Park Plaza, Second Plat – Lots 8 to 15 inclusive, Lots 28 to 46 inclusive, Lots 56 to 81 inclusive,
Lots 104 to 106 inclusive, and Lots 110 to 118 inclusive)

WHEREAS, Town and Country Estates, Inc., is now developing Park Plaza, Second Plat, a subdivision for high class residence purposes and the owner of Lots 8 to 15 inclusive, Lots 28 to 46 inclusive, Lots 56 to 81 inclusive, Lots 104 to 106 inclusive, and Lots 110 to 118 inclusive:

NOW, THEREFORE, in order to assist Town and Country Estates, Inc., and its grantee or successor in providing the necessary means to bring this about, said Town and Country Estates, Inc., does now and hereby subject all of Lots 8 to 15 inclusive, Lots 28 to 46 inclusive, Lots 56 to 81 inclusive, Lots 104 to 106 inclusive, and Lots 110 to 118 inclusive, in Park Plaza, Second Plat, a subdivision, to the following covenants, charges and assessments:

DEFINITION OF TERMS USED

The term "district" as used in this declaration shall mean unless and until extended as hereinafter provided, all of the land now included in the plat of Park Plaza, Second Plat, the term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and on which a residence has been or will be erected or is in process of erection or on which any other building not in violation of the restrictions then on record thereon is erected or is in process of erection thereon. Any such tract may consist of one or more contiguous lot or parts thereof. Any other land covered by this declaration shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean streets and all parks and all similar places, the use of which is dedicated to or set aside for the general use of the owners within the district.

The term "owners" as used herein shall mean those persons or corporations who may from time to time own the land within the district.

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF COMPANY OR ASSOCIATION

All public improvements upon and to the land in the district in public places shall be under the management and control of the Homes Association by whatever name it may be designated as hereinafter provided, as trustee; an association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the members thereof may hereinafter provide. But whether it is incorporated or not, it is to be understood that the members of the Association shall be limited to the owners of the land within the boundaries of the district. It is provided, however, that such managements and control of said improvements shall be at all times subject to regulations as exercised by City of Kansas City, Missouri, by Platte County, and by the State of Missouri, or any of them, and in addition thereto it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualification of its members and of their right to participate in its meetings and proceedings.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following duties and powers whenever in the exercise of its discretion it may deem them necessary or advisable; provided, that nothing herein contained shall be deemed to prevent any owners having the contractual right to do so from enforcing any building restrictions in his own name.

FIRST: To enforce, either in his own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore, or may hereafter be imposed upon any of the land in

said district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however that this right of enforcement shall not serve to prevent such changed releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such right of assignment exists. The expenses and costs of any such proceeding shall, however, be paid out of the general fund of the Association as provided for.

SECOND: To provide for authorized plowing and removal of snow from the streets.

THIRD: To care for, spray, trim and protect and replant trees on all streets and in other public places where trees have once been planted except where otherwise provided for; to care for, protect and replant shrubbery and resow grass in the parks which are in the streets, or in the parks set aside for the general use of the owners of the district.

FOURTH: To mow, care for, and maintain parking in front of vacant and other property and remove weeds and grass from such parking and other public places, and to cut and remove weeds and grass from other vacant property. To pick up and remove therefrom loose material, trash and rubbish of all kinds and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

FIFTH: To provide such lights that the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features, and in other public or semi-public places.

SIXTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and or the collection and disposal of garbage.

SEVENTH: To provide for the maintenance of playgrounds, gateways, entrances and other ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof.

EIGHTH: To exercise such control over easements as it may acquire from time to time.

NINTH: To exercise such control over streets as may be within its powers and as it may deem necessary or desirable. To issue permits for plumbers or other parties to make cuts or excavate in streets when necessary for installation of utilities and to accept bonds or deposits for the repairing of such cuts. Said Trustee shall have full authority to prevent any excavation or cuts in streets without first requiring a reasonable deposit to insure the repair and future maintenance of such repairs, it being further understood that the trustee may reserve the full right to make any or all excavations in streets, or the right to refill any excavation or the right to repave any cuts, or the right to repair any damages, in its opinion, to any improvements in the streets, and pay the cost of same out of the deposits made as above provided, subject at all times to such control of county or other proper officials as may have jurisdiction over streets.

TENTH: To repair, oil, maintain, repave and reconstruct paved streets or roads, lands and pedestrian ways, and to clean streets, gutters and sidewalks and pedestrian ways.

ELEVENTH: To erect and maintain signs for marking of streets.

TWELFTH: To provide means for furnishing water, gas and electricity for the purpose of heating, power and lighting, and other utilities to the owners within said district, and for such purposes to purchase water, gas, electricity or heat or power from other communities or from other corporations, or private individuals and to distribute the same to the owners of the property within said district.

METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the said Association to perform the duties and to maintain the improvements herein provided for, all land in lots in the plats of Park Plaza, Second Plat shall be subject to an annual assessment to be paid to the Association annually in advance by the respective owners thereof.

ASSESSMENTS DUE JANUARY FIRST EACH YEAR

The first assessment shall be for the calendar year beginning January 1, 1963, and thereafter it shall be due and payable on the first of January of each year, and unless changed by further action of said Association the amount of assessment shall be at the rate of \$24.00 per annum for each improved lot and \$24.00 per annum for each unimproved lot.

The amount of such assessment shall be fixed by the Association from year to year by majority vote of the members present at a meeting specifically called for that purpose prior to the date on which the assessment is due for the year for which such assessment is proposed. The notice of such meeting sent to members shall give the time and place at which it is to be held and state the annual assessment to be voted on at such meeting. It will be the duty of the Association to notify all owners whose addresses are listed with the Association on or before the first day of January each year giving the amount of the assessment, when due and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to January 1st of each year for the next succeeding calendar year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy assessment of any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

WHAT CONSTITUTES NOTICE

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid and addressed to the respective owners of the last address listed with the Association, shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this declaration, where notices are required.

LIEN ON REAL ESTATE

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ten per cent per annum from the first day of January, but if the assessment is paid before the first day of February, or within thirty days from the date of the assessment, if the assessment is made subsequent to January 1st for the calendar year beginning January 1st, then no interest shall be charged.

Notwithstanding any other provisions of this declaration, the lien resulting from the non-payment of any assessments as herein provided shall be inferior to the lien on any valid first mortgage on any of the land affected hereby.

WHEN DELINQUENT

On or before the first day of February of each year, beginning February 1, 1963 or within thirty days from the date of levying the assessment for the calendar year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Platte County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce such liens as soon as they become delinquent.

TERMINATION OF LIENS

Such items shall continue for a period of one year from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing the same.

EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments, nor shall said Association enter into any contract whatever binding the assessment of any future year to pay for such obligations and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment for each year shall be applied as far as it is practicable toward the paying of the obligations of that year and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year.

ASSOCIATION TO NOTIFY ALL MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district as it may exist from time to time insofar as the addresses of such owners are listed with said Association AT the official address of said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payments shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

DISTRICT MAY BE EXTENDED

The district as it is now constituted, or as it may hereafter be constituted, may from time to time be extended to include and and (sic) all lands which may hereafter be added by aforesaid Town and Country Estates, Inc. to said plat of Park Plaza, Second Plat, provided that all the land or lands added to the district shall at the time be subjected to a Homes Association Declaration containing the same terms and provisions as are contained in this declaration, including any future modifications thereof. The extension of said district shall be accomplished by and take effect upon the filing of such Homes Association Declaration in the office of the Register of Deeds in and for the county in which said land or lands are located.

POWER TO AMEND DECLARATION

Until January 1, 1963, Town and Country Estates, Inc. shall have and does hereby reserve the right to amend, modify or supplement these declarations by duly executed and recorded additional declarations.

NEW POWERS TO BE GIVEN

By written consent of two-thirds of the members, evidenced by an agreement duly executed and acknowledged and recorded in the Office of the Register of Deeds of Platte County, Missouri, the Association may be given such additional powers as may be desired by said members, or to otherwise amend this instrument.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this declaration, Town and Country Estates, Inc., shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to Town and Country Estates, Inc.

TO OBSERVE ALL LAWS

Said Association shall at all times observe all of the State, County and other laws, and if at any time any of the provisions of the declaration as are in conflict with such laws shall become null and void, but no other parts of this declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions of the declaration, subject, however, to the limitations of its right to contract as is herein provided for.

HOW TERMINATED

This declaration may be terminated, and all of the land now or hereafter affected May be released from all of the terms and provisions thereof by the owners of the two-thirds of the area subject thereto and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Platte County, Missouri.

COVENANTS RUNNING WITH THE LAND

All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding upon said Town and Country Estates, Inc., upon their successors and assigns.

Dated this 27th day of March 1963.

TOWN AND COUNTRY ESTATES, INC.

By _____
Carson E. Cowherd
President

Attest:

(signed and sealed)
Charlotte V. Cowherd
Secretary

Note: The above Homes Association Declaration was retyped on March 12, 2003 by myself for the sole purpose of providing all members of the corporation who desire one to have their own legible copy. All errors in capitalization and spelling shown herein also appear in the original. This document is not, and does not intend to be, a replacement for the original Homes Association Declaration. Only the original Homes Association Declaration is deemed to have legal status.

George H. White

DECLARATION OF RESTRICTIONS
PARK PLAZA

WHEREAS, Town and Country Estates, Inc., a Missouri corporation, has heretofore executed a plat of Lots 8 to 15 inclusive, and Lots 28 to 46 inclusive, and Lots 56 to 81 inclusive, and Lots 104 to 106 inclusive, and Lots 110 to 118 inclusive in Park Plaza, Second Plat, a subdivision in Platte County, Missouri, according to the recorded plat thereof as shown on file and of record in the Register of Deeds office in Platte County, Missouri, and:

WHEREAS, Town and Country estates, Inc., being the owner of all lots in said plats, now desires to place certain restrictions thereon for the use and benefit of the present owner, its assigns and future grantees:

NOW, THEREFORE, in consideration of the premises, Town and Country Estates, Inc., for itself and for its successors and assigns and for its future grantees and their heirs and assigns, and for the benefit of all lands referred to herein and any contiguous land to be hereafter platted as Park Plaza, Second Plat by said Town and Country Estates, Inc., hereby agrees that all of the lots shown on the above described plats of Park Plaza Second Plat are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED

For the purpose of these restrictions, the work "street" shall mean any street, road or boulevard, of whatever name, which is shown on the plats of said subdivision and which had heretofore been dedicated to the public for the purpose of a public street or for boulevard purposes. The word "out-building" shall mean any enclosed covered structure not directly attached to the residence to which it is appurtenant. The word "lot" may mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more, or part or parts of one or more, lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A corner lot may be deemed to be any such lot as platted or any tract or tracts of land as conveyed having more than one street contiguous to it. The street upon which the lot fronts as hereinafter provided shall be deemed to be the front street. Any other street contiguous to any such lot shall be deemed to be a side street.

PERSONS BOUND BY THESE RESTRICTIONS

All persons or corporations who now own or shall hereafter acquire any interest in any of the lots in this subdivision to which these restrictions apply shall be taken and held to agree and covenant with the owner of the lots shown on these plats and with its successors and assigns to conform to lots shown on these plats and with its successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and construction of residence and improvements thereon for a period of thirty (30) years from the date thereof; provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

BILLBOARDS PROHIBITED

No billboards, advertisements, signs or advertising structure of any kind shall be erected on any of the lots hereby restricted; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, which advertising board shall not be more than five (5) square feet in size and may be used for the sole purpose of advertising for sale or lease the lot upon which it is erected.

LIVESTOCK AND POULTRY PROHIBITED

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

OUT BUILDING SET BACK FROM STREET

All out buildings erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant and shall be of the same material as such residence. Any outbuildings, exclusive of projections hereinbefore referred to, which are erected on any of the said lots, shall be located wholly within twenty-five (25) feet of the rear of the lots on which they are erected, and on any corner lots they shall, in addition to the above be located within twenty (20) feet of that side of the lot farthest from the adjoining side street; provided, however, Town and Country Estates, Inc., shall have reserved, and does here reserve, the right in the sale and conveyance of any of the lots shown on these plats and to which these restrictions apply, to change the required location of any such outbuildings, and may at any time thereafter, with the consent of the then owners of the fee simple title to any of said lots, change any required outbuilding location; provided, further, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots more than ten (10) feet nearer to the front street, nor more than five (5) feet nearer to the side street than is provided above.

DURATION OF RESTRICTIONS

Each of these restrictions above set forth shall continue and be binding upon Town and Country Estates, Inc. and upon its successors and assigns, for a period of thirty (30) years from the date hereof, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that the owners of the fee simple title to the majority of the front feet of the lots in this subdivision, which are subject to these restrictions, may release all of the land hereby restricted from any one or more of said restrictions at the end of said first thirty (30) year period or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of Register of Deeds of Platte County, Missouri at Platte City, at least five (5) years prior to the expiration of said first thirty (30) year period, or by filing said agreement two (2) years prior to the expiration of the successive ten (10) year period.

SET BACK OF RESIDENCES

No part of any residence except as hereinafter provided shall be erected or maintained on any of said lots nearer to the front street or side street than is the front building line or the side building line shown on the plat of this subdivision; provided, however, that Town and Country Estates, Inc. shall have reserved, and does hereby reserve, the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then owner of the fee simple title to any such lot, change any building line which is shown on these plats as such lot or lots; provided, further, that no change shall be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of windows, vestibules, or porch projections, more than five (5) feet nearer to the front line or the side street than is the front building line or the side building line shown on these plats on such lot or lots.

FREE SPACE REQUIRED

Subject to further limitations set forth below, the main body of any residence including attached garage, ells, enclosed or unenclosed porches, erected or maintained on any of the lots in said subdivisions to which these restrictions apply shall not occupy more than eighty-five per cent (85) of the width of the lot on which it is erected. In computing the free space required on any lot, the measurements shall be made in each case on the front or the front building line produced to the side lines of the lot, whichever line is of greater length, any such residence, exclusive of the projections hereinbefore referred to, shall be set back at least five (5) feet from the side lines of the lot upon which residence is erected and further provided that not less than fourteen (14) feet distance be maintained between a dwelling and a dwelling located on abutting property. It is provided, however, that the maximum width of any such residence may, with the written consent of Town and Country Estates, Inc., be increased by not to exceed ten per cent (10) of the width of any such lot measured as above provided, and it is further provided that the required set back from the side lines of the lot as herein provided for may, with the written consent of Town and Country Estates, Inc., be reduced by not to exceed twenty-five per cent (25) of the amount of such required set back.

USE OF LAND

None of said lots may be improved, used or occupied for other than private residence purposes, and no plat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family. No dwelling shall be converted for the use of more than one family. No trailer, basement, tent, shack, garage, or other outbuildings erected on any land herein described shall at any time be used as a residence, temporary or permanently, nor shall any residence of a temporary character be erected upon any of said lots.

PLANS AND SPECIFICATIONS MUST BE APPROVED

No building or improvement may be erected on or moved to the above described property unless and until the plans, elevation, location and grade thereof have been submitted to Town and Country Estates, Inc. and by it approved in writing, nor shall any change or alteration be made to the exterior design of any such building or improvement, after the original construction thereof, until approval thereof has been given in writing by Town and Country Estates, Inc. Town and Country Estates, Inc., its successors and assigns, shall have, and do hereby reserve, the right to determine the location of buildings upon the respective lot or lots within the limitations as set out herein. In the event Town and Country Estates, Inc. or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind Town and Country Estates, Inc., its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the said Town and Country Estates, Inc., its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of 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 seizing of title to said to said, and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent a breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages and failure of Town and Country Estates, Inc. or any person or persons claiming by or under it, or any of them, to enforce such restrictions at the time of their violation shall in no event be deemed to be a waiver of the right to do so thereafter. Town and Country Estates, Inc. may, by appropriate instrument, assign or convey to any person or corporation all the rights, reservations or privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as though directly reserved by them or it in this instrument.

SIZE OF RESIDENCE

No one story dwelling shall be erected on the lots herein described with a ground floor area of less than 1200 square feet, exclusive of garages and porches.

FENCES AND WALLS

No fences or walls may be erected upon the property herein described without the written consent of Town and Country Estates, Inc. In the event Town and Country Estates, Inc. or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, Town and Country Estates, Inc., has, by the authority of its Board of Directors, caused this instrument to be executed by its President and its corporate seal to be hereto affixed to this Declaration of Restrictions, this 27th day of March, 1963.

TOWN AND COUNTRY ESTATES, INC.

By _____
Carson E. Cowherd
President

Attest:

(signed and sealed)
Charlotte V. Cowherd
Secretary

Note: The above Declaration of Restrictions was retyped on March 12, 2003 by myself for the sole purpose of providing all members of the corporation who desire one to have their own legible copy. All errors in capitalization and spelling shown herein also appear in the original. This document is not, and does not intend to be, a replacement for the original Declaration of Restrictions. Only the original Declaration of Restrictions is deemed to have legal status.

George H. White

PARK PLAZA HOMES ASSOCIATION, INC.

BY-LAWS

Article I Declaration

WHEREAS, Park Plaza Homes Association, Inc., a non-profit corporation organized under the provisions of the General Not For Profit Corporation Act of Missouri, was duly organized on the thirteenth day of November, 1963, for the purpose of maintaining and improving the addition of Park Plaza, a subdivision in and to the County of Platte, State of Missouri, as a residential area and promoting the general welfare and interests of the residents and homeowners thereof, and

WHEREAS, each lot sold and conveyed in said addition has been and will hereafter be so conveyed subject to the provisions of the HOMES ASSOCIATION DECLARATION, recorded as Document Number 46,353 in Book 243 at Page 591 in the Office of the Recorder of Deeds at Platte County, Missouri, at Platte City, Missouri, as heretofore executed by the Town and Country Estates, Inc., the developers of the said addition.

NOW THEREFORE, it is hereby declared that the said Park Plaza Homes Association, Inc., is the successor in interest of all rights, powers, privileges and interest of Town and Country Estates, Inc., as set forth in said HOMES ASSOCIATION DECLARATION except as may be otherwise specifically set forth herein or to any subsequent amendment of these By-Laws.

Article II Membership

Section 1. The membership of this corporation shall consist of the bona fide beneficial owners of one or more improved or unimproved lots in the area legally described as the Park Plaza Subdivision of Platte County, Missouri, whether one or more; provided, however, that for the purpose of these By-Laws there shall be only one vote allotted to each such ownership irrespective of the number of lots owned and whether such lot or lots is owned by an individual or by individuals under joint tenancy, tenancy in common or tenancy by the entireties.

Section 2. Except as hereinafter provided, there shall be a second class of membership composed of renters or lessees of any lot or lots in said subdivision and such members, whether one or more, shall enjoy all the rights and privileges accorded regular members of the corporation and be subject to the same restrictions and obligations except that such special members shall not be entitled to vote for the directors of said corporation.

Article III Meetings

Section 1. Regular annual business meetings of the corporation shall be held on the fourth Monday of October of each calendar year except as the Board of Directors shall designate otherwise at the meeting preceding the regular meeting date so changed.

Section 2. Special meetings of the membership may be called by the Board of Directors by written notice addressed to the membership as shown on the records of the secretary of said corporation and mailed by regular mail to the address shown thereon affording ten days notice thereof.

Section 3. Ten percent of the ownership of lots in the said Park Plaza Addition, irrespective of the number of joint owners of any lot or lots and irrespective of the number of lots owned by such, when present at any quarterly or special meeting shall constitute a quorum for the transaction of business. Less that a quorum may adjourn the meeting from time to time without notice other than announcement at such meeting, until a quorum is present.

Article IV
Board of Directors

Section 1. The Board of Directors shall be five in number and shall be composed of regular members of the corporation as hereinafter set forth.

Section 2. The initial Board of Directors shall be designated at the initial meeting of the corporation; two for initial two year terms and three for initial three year terms. Thereafter, directors shall be elected for two year terms at the annual October meeting of the membership and each regular membership shall be entitled to vote for as many candidates as there are vacancies to be filled, but cumulative voting shall not be allowed.

Section 3. The Board of Directors shall hold regular monthly meetings and any three directors present at any regular or special meeting of the Board shall constitute a quorum for the transaction of business. Less than a quorum of directors shall adjourn the meeting of the directors from time to time without notice other than announcement at such meeting until a quorum is present; provided, however, that such adjournment shall not affect a membership meeting held concurrently therewith at which a quorum of such membership is present. A special meeting of the Board of Directors may be called by the President or any three directors on ten days written notice by regular mail to the address of such directors on the records of the secretary of the corporation.

Section 4. The management of the affairs of the corporation shall be vested in the Board of Directors who in addition to all powers generally conferred upon a Board of Directors, and in addition to all powers conferred on the Board by the provisions of these By-Laws, shall have the following powers:

- (a) To generally manage and transact all business and affairs of the corporation and to enter into contracts and agreements in furtherance thereof;
- (b) To elect and appoint officers, agents, servants and employees and to remove same and to fix their respective compensation, terms of employment, powers and duties; provided, however, that no director or officer of the corporation shall receive any compensation by reason of his office or the duties allotted thereto.
- (c) To prescribe rules and regulations and charges and fees for the use of corporation facilities, if any, and to effect suspension of membership for failure to pay dues or assessments as hereinafter provided;
- (d) To fill vacancies occurring on the Board until the next succeeding annual meeting.
- (e) To designate committees of the Board and to delegate to them any or all of the powers of the Board, all by resolution adopted by a vote in favor thereof by a majority of the entire Board;
- (f) To establish from time to time, committees of the members and fix their duties and responsibilities. The chairman and members of such committees shall be appointed by the President with the consent of the Board, and shall serve at the pleasure of the President until the expiration of a one year term after such respective appointments;
- (g) To effect and execute any powers granted the corporation by the Articles of Incorporation or by the laws of the State of Missouri as now or hereafter granted to non-profit corporations.

Article V
Officers

Section 1. There shall be a President, Vice-President, Secretary and Treasurer; provided, however, the officers of Secretary and Treasurer may be held and executed by the same individual.

Section 2. The officers shall be elected by the Board of Directors from the Board of Directors for terms of one year, at the October meeting of the Board of Directors held subsequently to the membership meeting. The terms of the initial officers shall expire in October of 1965. Officers shall be elected by majority vote of the whole Board of Directors and shall serve until their successors are duly elected and qualified.

Section 3. The duties of the officers shall be such as are prescribed by Roberts Rules of Order, except as provided from time to time by resolution enacted by the affirmative vote of four members of the Board of Directors.

Article VI Dues and Expenditures of Funds

Section 1. Assessments shall be payable and due on the first day of January of each calendar year following the regular annual October meeting of the corporation at which meeting the annual assessment shall be set in accordance with the aforesaid HOMES ASSOCIATION DECLARATION. The initial assessment shall be levied prior to January 1, 1964, and shall be due and payable as of such date. Assessments shall be payable to the Treasurer of the corporation and shall be delinquent and interest-bearing if unpaid on the first day of February such year. Delinquent assessments shall be collected in the manner set forth in the HOMES ASSOCIATION DECLARATION and it shall be the duty of the Board of Directors to enforce such liens within a reasonable time after an unpaid assessment becomes delinquent.

Section 2. Expenditure of funds shall be made by the officers of the corporation with the consent of the Board of Directors in accordance with Articles of Incorporation, these by-Laws and the Homes Association Declaration. The Board of Directors shall designate a depository for the funds of the corporation and withdrawal thereof shall require the signatures of any two officers designated that authority by the Board of Directors.

Section 3. No individual officer or member of the Board of Directors shall be legally obligated for the expenditure of any funds within the authority of these By-Laws.

Article VII Miscellaneous

Section 1. All regular and special meetings of the membership, Board of Directors or officers shall be in accordance with the procedure set forth in s Rules of Order.

Section 2. The Board shall provide for an annual audit of the books of the corporation to be submitted to each annual October meeting of the membership.

Section 3. Each person who acts as a member of the Board of Directors or officer of the corporation shall be indemnified and held harmless by the corporation for and from any expenses actually and necessarily paid or incurred by him in connection with the defense of any action, suit or proceeding to which he has been made a party and which arises out of or in connection with his being or having been a director or officer and for any sums reasonably paid or incurred by him in compromise or settlement of any claim which is the subject of any such action, suit or proceeding or with respect to which any such action, suit or proceeding is threatened when made with the consent of the Board of Directors by resolution thereof.

Section 4. Special meetings of the membership of the corporation and the Board of Directors shall be called by the Board of Directors on presentation to any officer of the corporation of a petition executed by ten per cent of the membership of the corporation as hereinbefore defined. Such special meeting shall be noticed by the Board of Directors in accordance with the procedure hereinabove set forth. The appearance of any member, director or officer at any special meeting called hereunder shall be waiver of the notice provisions for such meeting. Any director may be removed from office at any such meeting or at any regular meeting by a majority vote of the membership of the corporation at any such meeting at which a quorum is obtained as hereinbefore set forth.

Article VIII
Amendments

Section 1. These By-Laws may be altered, amended or repealed and new By-Laws adopted at any meeting at which a quorum is obtained by a two-thirds majority of the membership of the corporation present and voting at such meeting. Any amendment shall first be proposed either (a) by resolution adopted by the board, or (b) by petition signed by ten per cent of the membership of the corporation entitled to vote.

Section 2. The secretary shall then call a meeting of the membership within ninety days and shall give ten days written notice thereof, which shall include a summary of the substance of the proposed amendment to the membership.

Section 3. Any number of amendments so proposed, may be included in the same notice and considered at the same meeting but each shall be considered individually and adopted upon receiving the affirmative vote of two-thirds of the membership present and voting thereon as hereinbefore set forth.

Article IX
Dissolution

Section 1. In the event the corporation shall be liquidated in the manner provided by law, all liabilities of the corporation shall first be discharged in full and any remaining assets shall be devoted to improvements within the Park Plaza Addition in accordance with the mandate of the membership of the corporation as expressed by a meeting called for such purpose.

Section 2. All the regular members which have paid in full the duty assessed dues of the corporation shall have the right to vote on the liquidation of the corporation and the distribution of assets pursuant thereto.

Accepted and approved this 25th day of November, 1963.

(signed) William R. Ohlhausen, President

(signed) Wm. G. Carr, Vice President

(signed) Ted C. Riegelman

(signed) Loren H. Davis

(signed) Chas. G. Harding

NOTE: These By-Laws were retyped on March 12, 2003 by myself for the sole purpose of providing all members of the corporation who desire one to have their own legible copy. All errors in capitalization and spelling shown herein also appear in the original. This document is not, and does not intend to be, a replacement to the original By-Laws. Only the original By-Laws is deemed to have legal status.

George H. White