SUPPLEMENT TO FORMAL PROTEST PETITION
Pursuant to Section 88-515-09 of the Code of Ordinances of the City of Kansas City, Missouri
46 Jefferson Condominium Association

Jeffrey Williams, Director
City Planning and Development Department
414 E. 12th Street
City Hall, 15th Floor
Kansas City, MO 64106

This Supplement is being provided pursuant to the request of the City Planning and Development Department to identify addresses associated with 46 Jefferson Condominium Association as related to such Condominium Association's previously filed Formal Protest Petition Against Zoning Map Amendment to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, to rezone an area from R-1.5 to R-0.75, assigned addresses 4511-21 Summit Street, consisting of 4 lots, being the subject of Case No. CD-CPC-2023-00173, approximately .307 acres based on the City Parcel Viewer Map.

Such rezoning is now the subject of Ordinance Number No. 240217.

This Formal Protest Petition was signed and previously submitted on behalf of 46 Jefferson Condominium Association, a corporation formed under the General Nonprofit Corporation of the Laws of the State of Missouri ("Condominium Association"), through its Board of Managers for the real property legally described as 46 Jefferson, a Condominium Subdivision, in Kansas City, Jackson County, Missouri according to that Plat filed on May 16, 2006, under Instrument No. 2006E0026663 in Book 45 at Page 66 ("Plat").

On the City's Parcel Viewer, the address assigned to the 46 Jefferson condominium complex is **4548 Jefferson** and is listed as consisting of 42,563.465 square feet. Separately, the "vertical" parcels consist of multiple parcels assigned to buildings in the complex, which buildings have the subordinate addresses of 4530 Jefferson St. (#1A to 8A), 4536 Jefferson St. (#1B to 8B), 4540 and 4542 Jefferson St., and 700, 702, 704 and 706 W. 46th St. On the City's Parcel Viewer, each of the multiple units assigned such subordinate addresses are identified as "vertical" parcels and do not have a separate computation of square footage of land area and recite the same square footage of the 46 Jefferson Condominium complex as a whole.

Nothing is this Supplement shall be deemed to waive any element of the Appeal of Administrative Decision designated as Case No. CD-BZA-2024-00030.

46 Jefferson Condominium Association, a Missouri General Nonprofit Corporation

By: Jessica Anne Freund Kongs
Jessica Anne Freund Kongs, Treasurer

Acknowledged before me a notary public on 3/4, 2024, by Jessica Anne Freund Kongs, as Treasurer of and behalf of 46 Jefferson Condominium Association.

Kristi L. Wallace
Notary Public
(Seal)
My Commission Expires: 2/23/27

Kristi L Wallace
Notary Public State of Kansas
My Appt Expires 2/23/27

FORMAL PROTEST PETITION
Pursuant to Section 88-515-09 of the Code of Ordinances of the City of Kansas City, Missouri
46 Jefferson Condominium Association

Jeffrey Williams, Director
City Planning and Development Department
414 E. 12th Street
City Hall, 15th Floor
Kansas City, MO 64106

Formal Protest Petition Against Zoning Map Amendment to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, to rezone an area from R-1.5 to R-0.75, assigned addresses 4511-21 Summit Street, consisting of 4 lots, being the subject of Case No. CD-CPC-2023-00173, approximately .307 acres based on the City Parcel Viewer Map parcel information, and more specifically described (also based on City Parcel Viewer Map) as:

4511 Summit: N 10 Ft of E 95 Ft Lot 43, and East 95 Ft of Lot 44, Bunker Hill No. 2
4515 Summit: N 19 Ft of E 95 Ft Lot 42, and S 15 Ft of E 95 Ft of Lot 43, Bunker Hill No. 2
4517 Summit: N 6.5 Ft of E 95 Ft Lot 40, and E 95 Ft of Lot 41, and S 6 Ft of East 95 Ft of Lot 42, Bunker Hill No. 2
4521 Summit: N 17.5 Ft of E 95 Ft of Lot 39, and S 18.5 Ft of E 95 Ft of Lot 40 Bunker Hill, No. 2

More generally described in COMPASS by the Applicant as: North Part of Lot 39 up to and including Lot 44, Bunker Hill No. 2.

As of yet, no Ordinance Number has been assigned that is publicly available.

This Formal Protest Petition is signed on behalf of 46 Jefferson Condominium Association, a corporation formed under the General Nonprofit Corporation of the Laws of the State of Missouri ("Condominium Association"), and in accordance with and the authority granted to the Board of Managers of such Condominium Association pursuant to the Declaration of Condominium recorded with the Jackson County Recorder of Deeds as Instrument No. 2006E0026661 ("Declaration"), and Sections 448.3-102 (4) and 448.3-103 of the Uniform Condominium Act of the State of Missouri. Condominium Association through its Board of Managers is authorized to institute, defend, or intervene in administrative proceedings in its own name of behalf of the unit owners, and to manage and administer the real property legally described as 46 Jefferson, a Condominium Subdivision, in Kansas City, Jackson County, Missouri according to that Plat filed on May 16, 2006, under Instrument No. 2006E0026663 in Book 45 at Page 66 ("Plat") and its authorized officers have executed this Formal Protest Petition at the direction of the Board of Managers, on behalf of the 46 Jefferson Condominium Association.

Authorized Signature Appears on Following Page

46 Jefferson Condominium Association, a Missouri General Nonprofit Corporation

By: _____
Matthew Fuoco, President

By: Jessica Freund Kongs
Jessica Anne Freund Kongs, Treasurer

Acknowledged before me a notary public on Feb 2nd, 2024, by Matthew Fuoco, as President of and behalf of 46 Jefferson Condominium Association.

DEXTER DENNIS NODLAND
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5-23-2027
Commission #23037849

Notary Public
(Seal)
My Commission Expires: 05-23-2027

Acknowledged before me a notary public on Feb 2nd, 2024, by Jessica Anne Freund Kongs, as Treasurer of and behalf of 46 Jefferson Condominium Association.

DEXTER DENNIS NODLAND
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5-23-2027
Commission #23037849

Notary Public
(Seal)
My Commission Expires: 05-23-2027

ACKNOWLEDGMENT AND VERIFICATION

Matthew Fuoco, as the President of the Board of Managers of 46 Jefferson Condominium Association, a Missouri General Nonprofit Corporation, with an address of 4530 Jefferson St #2, Kansas City, Missouri, being first duly sworn, under oath, depose and state that I have read and examined the foregoing Formal Protest Petition ("Petition") and the signatures of the officers of 46 Jefferson Condominium Association are genuine, and the land area shown on the recorded Plat is governed by the Declaration and the legal description incorporated from the Plat are genuine, that I personally know all of the signers of the Petition to be the persons whose names are signed to the Petition, and that I personally witnessed their signature, that I am one of the signers of the Petition, as president of the Condominium Association, and that the Board of Managers according to the Declaration and Sections 448.3-102 (4) and 448.3-103 of the Missouri Statutes, authorized the officers to execute the Petition on behalf of the land area shown on the Plat in accordance with Section 88-515-09 of the Municipal Code of Ordinances of the City of Kansas City, Missouri.

Matthew Fuoco, President of and on behalf of 46 Jefferson Condominium Association

Subscribed and sworn to before me, a notary public, on Feb 2nd, 2024, by Matthew Fuoco, who is personally known to me to be the same person whose signature is subscribed to the foregoing instrument.

Notary Public

(Seal)
My Commission Expires On: 05-23-2027

DEXTER DENNIS NODLAND
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5-23-2027
Commission #23037849

46 Jefferson Condominium Association

Board of Directors Resolution

WHEREAS, the 46 JEFFERSON CONDOMINIUM ASSOCIATION Declarations and By-Laws authorize the Board of Directors to carry out the day to day business of the association and;

WHEREAS, the Board of Directors is granted broad authority to conduct, manage, and control the affairs of the association and;

WHEREAS, the Board of Directors is authorized to institute, defend, intervene in litigation, or administrative proceedings and;

WHEREAS, the Uniform Condominium Act of Missouri adopted in 1983 reinforces the authority of the Board of Directors to act on behalf of the members of the association; therefore,

BE IT RESOLVED, that the 46 Jefferson Condominium Association is herby opposed to the proposed rezoning of 4511-4521 Summit Street (CD-CPC-2023-00173) from zoning district R-1.5 to zoning district R-0.75 and;

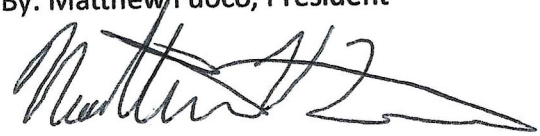
BE IT FURTHER RESOLVED, in accordance with the Kansas City, Missouri Code of Ordinances section 88-515-09, that 46 Jefferson Condominium Association officers Matthew Fuoco (President) and Jessica Kongs (Treasurer) are authorized to execute a formal Protest Petition on behalf of the Association and Members and;

BE IT FURTHER RESOLVED, that the executed Protest Petition be transmitted to the Kansas City, Missouri Director of City Planning and Development; and

BE IT FINALLY RESOLVED, that a copy of this resolution be distributed to all members of the Association.

Resolved by the Board of Directors via electronic vote of 4 YES votes and 0 NO votes
February 2, 2024

By: Matthew Fuoco, President



Re: Protest Petition for Rezoning

Matt Fuoco <matt_fuoco@yahoo.com>

Mon 2/12/2024 10:08 AM

To:Nanoski, Ahnna <Ahnna.Nanoski@kcmo.org>

5 attachments (13 MB)

Sign Resolution.pdf; 46 Jefferson Declarations.pdf; 46 Jefferson Bylaws.pdf; 2006E0026663.pdf; 46 Jefferson Protest.pdf;

EXTERNAL: This email originated from outside the kcmo.org organization. Use caution and examine the sender address before replying or clicking links.

Ahnna,

As requested, attached please find the signed Board resolution agreeing to formally submit a protest petition for the proposed rezoning as well as all supporting documentation. The resolution further authorized the President and Treasurer to execute the petition on behalf of the Association and members.

We are granted this authority under the following provisions for the Association found in our Condominium Declarations that were filed with the County as part of the development/plat

Section 1.04-definition of the Board and its responsibility for carrying out the day to day business of the association

Section 5.01 incorporating the law, which in this case would be the Uniform Condominium Act

Section 5.04 (a) broad authority to conduct, manage and control the affairs of the association

Section 5.04 (h) grants the Board authority to institute, defend or intervene in litigation or administrative proceedings in its own name on matters affecting the 46 Jefferson condominium. "Administrative proceedings" would include zoning proceedings.

Section 5.04(h) is a restatement of the Uniform Condominium Act section 448.3-102(4) This section of the act states:

"Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium"

448.3-103 of the Act further provides us the authority to act based on the following:

*"Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or **two or more unit owners on matters affecting the condominium**"* (I added bold for emphasis)

With regard to the Bylaws of the Association, the following provisions further grant us the authority to act in this matter on behalf of the Association and Members:

Article I-Preamble-PDF Page 1: Incorporates the Declaration, and the applicable Missouri Statutes.

Article IV Directors- PDF Pages 3-7

- Section 4.1- The Board of Directors is to consist of three members which are charged to manage the affairs of the Association.
- Section 4.3- The Presiding Officer is to be the President.
- Section 4.5- Lists the Powers and Duties of the Board, including all of those that can be exercised in accordance with the Declaration and the Missouri Statutes.
- Section 4.6: Designates the three officers by title, including President, Vice-President and Treasurer.
- Section 4.7(a) : Enumerates very broadly the President's powers, including all those ordinarily vested in a President of a corporation including the management of the corporation, and is specifically authorized to make sure that corporate resolutions are carried out.
- Section 4.7(e) -Instruments are to be executed by **two officers** (*2 officers signed the protest petition*)

Please let me know if you have further questions.

On Friday, February 9, 2024 at 04:20:43 PM CST, Nanoski, Ahnna <ahnna.nanoski@kcmo.org> wrote:

For record-keeping purposes, I will need the signed resolution and the exact section numbers from the by-laws.

Ahnna Nanoski, AICP

Lead Planner

City Planning and Development

Development Management Division

City of Kansas City, Mo.

Phone: (816) 513-8816

Email: ahnna.nanoski@kcmo.org

City Hall, 15th Floor

414 E. 12th Street, Kansas City, Missouri 64106

KCMO.gov

From: Matt Fuoco <matt_fuoco@yahoo.com>
Sent: Friday, February 9, 2024 2:03 PM
To: Nanoski, Ahnna <Ahnna.Nanoski@kcmo.org>
Subject: Re: Protest Petition for Rezoning

EXTERNAL: This email originated from outside the kcmo.org organization. Use caution and examine the sender address before replying or clicking links.
Attached please find a Board Resolution approved by the Board of Directors authorizing the protest petition.

I have also attached our by-laws and declarations that outline our broad authority to act on behalf of the members.

I don't have a scanner but I can figure out a way to send you a signed copy of the resolution if you need that signed.

I believe in a different email we provided the basis for this authority. Let me know if you need the specific sections of the bylaws and declarations we are acting under.

Matt

Sent from Yahoo Mail for iPhone

On Friday, February 9, 2024, 13:31, Nanoski, Ahnna <Ahnna.Nanoski@kcmo.org> wrote:

> Matt,
>
> Please send me a copy of your Condominium Association by-laws and identify the section that permits the President to represent the entire (all property owners within the property) on zoning or development matters.
>
> This document will be attached to the file if the protest petition is valid.

Ahnna Nanoski, AICP

Lead Planner

City Planning and Development

Development Management Division

City of Kansas City, Mo.

Phone: (816) 513-8816

Email: ahnna.nanoski@kcmo.org

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414 E. 12th Street, Kansas City, Missouri 64106

SUPPLEMENT TO FORMAL PROTEST PETITION
Pursuant to Section 88-515-09 of the Code of Ordinances of the City of Kansas City, Missouri
The Brentwood Condominium Association

Jeffrey Williams, Director
City Planning and Development Department
414 E. 12th Street
City Hall, 15th Floor
Kansas City, MO 64106

This Supplement is being provided pursuant to the request of the City Planning and Development Department to identify addresses associated with The Brentwood Condominium Association as related to such Condominium Association's previously filed Formal Protest Petition Against Zoning Map Amendment to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, to rezone an area from R-1.5 to R-0.75, assigned addresses 4511-21 Summit Street, consisting of 4 lots, being the subject of Case No. CD-CPC-2023-00173, approximately .307 acres based on the City Parcel Viewer Map.

Such rezoning is now the subject of Ordinance Number No. 240217.

This Formal Protest Petition was signed and previously submitted on behalf of The Brentwood Condominium Association, a corporation formed under the General Not For Profit Corporation of the Laws of the State of Missouri through its Board of Managers for its real property legally described as The Brentwood Condominium, a subdivision in Kansas City, Jackson County, Missouri according to that Plat filed on January 20, 1978, under document No. K-354698 in Book K-34 at Page 69 ("Plat").

On the City's Parcel Viewer, the address assigned to the entire Brentwood Condominium complex is **4501 Headwood Drive**, and is listed as consisting of 62,769.26 square feet. Separately, the "vertical" parcels consist of multiple parcels assigned to buildings of the complex, which buildings have the subordinate addresses of 4505, 4511, 4515 and 4519 Headwood Drive, and 4512 Jefferson. On the City's Parcel Viewer, each of the multiple units assigned such subordinate addresses are identified as "vertical" parcels and do not have a separate computation of square footage of land area and recite the same square footage of the Brentwood Condominium complex as a whole.

Nothing is this Supplement shall be deemed to waive any element of the Appeal of Administrative Decision designated as Case No. CD-BZA-2024-00030.

The Brentwood Condominium Association, a Missouri General Not for Profit Corporation

By: Mary Lou Nigro
Mary Lou Nigro, President

Acknowledged before me a notary public on March 4rd, 2024, by Mary Lou Nigro, as President of and behalf of The Brentwood Condominium Association.

Behzad Golestani
Notary Public
(Seal)
My Commission Expires: Jan 13th 2026

BEHZAD GOLESTANI
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22652099
My Commission Expires Jun 13, 2026

FORMAL PROTEST PETITION

Pursuant to Section 88-515-09 of the Code of Ordinances of the City of Kansas City, Missouri

The Brentwood Condominium Association

Jeffrey Williams, Director
City Planning and Development Department
414 E. 12th Street
City Hall, 15th Floor
Kansas City, MO 64106

Formal Protest Petition Against Zoning Map Amendment to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, to rezone an area from R-1.5 to R-0.75, assigned addresses 4511-21 Summit Street, consisting of 4 lots, being the subject of Case No. CD-CPC-2023-00173, approximately .307 acres based on the City Parcel Viewer Map parcel information, and more specifically described (also based on City Parcel Viewer Map) as:

4511 Summit: N 10 Ft of E 95 Ft Lot 43, and East 95 Ft of Lot 44, Bunker Hill No. 2
4515 Summit: N 19 Ft of E 95 Ft Lot 42, and S 15 Ft of E 95 Ft of Lot 43, Bunker Hill No. 2
4517 Summit: N 6.5 Ft of E 95 Ft Lot 40, and E 95 Ft of Lot 41, and S 6 Ft of East 95 Ft of Lot 42, Bunker Hill No. 2
4521 Summit: N 17.5 Ft of E 95 Ft of Lot 39, and S 18.5 Ft of E 95 Ft of Lot 40 Bunker Hill, No. 2

More generally described in COMPASS by the Applicant as: North Part of Lot 39 up to and including Lot 44, Bunker Hill No. 2.

As of yet, no Ordinance Number has been assigned that is publicly available.

This Formal Protest Petition is signed on behalf of The Brentwood Condominium Association, a corporation formed under the General Not For Profit Corporation of the Laws of the State of Missouri ("Condominium Association"), and in accordance with and the authority granted to the Board of Managers of such Condominium Association pursuant to the Declaration of Submission to Condominium Property Act of the Brentwood Condominium recorded with the Jackson County Recorder of Deeds as Document No. K-354699 in Book K-819 at Page 684 ("Declaration"), and Section 448.190 of the Condominium Property Act of the State of Missouri. The Board of Managers is authorized to manage and administer the real property legally described as The Brentwood Condominium, a subdivision in Kansas City, Jackson County, Missouri according to that Plat filed on January 20, 1978, under document No. K-354698 in Book K-34 at Page 69 ("Plat") and its authorized officers have executed this Formal Protest Petition at the direction of the Board of Managers, on behalf of The Brentwood Condominium Association.

Authorized Signature Appears on Following Page

The Brentwood Condominium Association, a Missouri General Not for Profit Corporation

By: Mary Louise Nigro
Mary Lou Nigro, President

Acknowledged before me a notary public on 2, 3, 2024, by Mary Lou Nigro, as President of and behalf of The Brentwood Condominium Association.

Behzad Golestani
Notary Public
(Seal)
My Commission Expires: Jun 13th 2026

BEHZAD GOLESTANI
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22652099
My Commission Expires Jun 13, 2026

By: Michael Cole
Michael Cole, Vice President

Acknowledged before me a notary public on 2/1, 2024, by Michael Cole, as Vice President of and behalf of The Brentwood Condominium Association.

Nandita Jana
Notary Public
(Seal)
My Commission Expires: March 26 2027

NANDITA JANA
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Mar. 26, 2027
Commission # 15634319

By: Ami Beck.
Ami Beck, Secretary

Acknowledged before me a notary public on February 2, 2024, by Ami Beck, as Secretary of and behalf of The Brentwood Condominium Association.

Nichole S. Haar
Notary Public
(Seal)
My Commission Expires: June 26, 2027

NICHOLE S HAAR
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: June 26, 2027
ID #02434631

ACKNOWLEDGMENT AND VERIFICATION

Mary Lou Nigro, as the President of the Board of Managers of The Brentwood Condominium Association, a Missouri General Not For Profit Corporation, with an address of 4511 Headwood, #3, Kansas City, Missouri, being first duly sworn, under oath, depose and state that I have read and examined the foregoing Formal Protest Petition ("Petition") and the signatures of the officers of The Brentwood Condominium Association are genuine, and the land area shown on the recorded Plat is governed by the Declaration and the legal description incorporated from the Plat are genuine, that I personally know all of the signers of the Petition to be the persons whose names are signed to the Petition, and that I personally witnessed their signature, that I am one of the signers of the Petition, as president of the Condominium Association, and that the Board of Managers according to the Declaration and Section 448.190 of the Missouri Statutes, authorized the officers to execute the Petition on behalf of the land area shown on the Plat in accordance with Section 88-515-09 of the Municipal Code of Ordinances of the City of Kansas City, Missouri.

Mary Louie Nigro

Mary Lou Nigro, President of and on behalf of The Brentwood Condominium Association

Subscribed and sworn to before me, a notary public, on 2, 3, 2024, by Mary Lou Nigro, who is personally known to me to be the same person whose signature is subscribed to the foregoing instrument.

Notary Public

(Seal)
My Commission Expires On: Jun 13th 2026

BEHZAD GOLESTANI
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22652099
My Commission Expires Jun 13, 2026

K354700

11781

48671

K 819P 628

BY-LAWS
OF
THE BRENTWOOD CONDOMINIUM

THE BRENTWOOD COMPANY, a partnership composed of COWGILL AGENCY, INC. and SUN SERVICE COMPANY, owners of all of the certain property (as defined by Section 448.010(7) RSMo 1969, as amended), and more particularly described in the Declaration of Submission to Condominium Property Act to which these By-Laws are appended for recording, does hereby adopt these By-Laws which shall govern the administration of the property, all in accordance with the provisions of Chapter 448 RSMo 1969, as amended, and more specifically, Sections 448.170 and 448.180 thereof.

1. DEFINITIONS: For the purposes of these By-Laws, unless the context otherwise requires, the following terms shall mean:

(a) "Common elements", all portions of the property except the units;

(b) "Declaration", the instrument by which the property is submitted to the provisions of the Condominium Property Act and such Declaration as from time to time amended;

(c) "Majority" or "majority of the unit owners", the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of the undivided ownership;

(d) "Parcel", the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendment, described in the declaration or amendments thereto, submitted to the provisions of the Condominium Property Act;

(e) "Person", a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

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KANSAS CITY, MO. 64106

5.00

(f) "Plat", a plat or plats of survey or surveys together with amendments thereto of the parcel and of all units included in the property submitted to the provisions of the Condominium Property Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units;

(g) "Property", all the land, property and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Condominium Property Act;

(h) "Record", to record in the office of the Department of Records of Jackson County, Missouri, at Kansas City;

(i) "Unit", a part of the property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use (so long as such use is in accordance with the provisions of these By-Laws), and having lawful access to a public way, i.e., a way of ingress and egress to and from the unit and the common elements;

(j) "Unit Owner", the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

2. GENERAL. The property is subject to the provisions of the Condominium Property Act and all units are capable of ownership in fee simple or any lesser estate, and may hereafter be conveyed, leased, mortgaged, or otherwise dealt with in the same manner as other real property, subject, however, to the limitations imposed by the Condominium Property Act and these By-Laws, both of which are subject to amendment. Each unit owner shall be entitled to the percentage of ownership in the common elements appertaining to each

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Return to:

unit owned by him as computed and set forth in the Declaration and ownership of such unit and of the unit owner's corresponding percentage of ownership in the common elements shall not be separated, nor shall any unit, by deed, plat, court decree or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the plat. As long as the property is subject to the provisions of the Condominium Property Act the common elements shall, except in the event of condemnation, fire or other disaster as hereinafter provided, remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

3. THE BOARD OF MANAGERS:

(a) ELECTION AND TERM: The Board of Managers shall consist of six (6) unit owners. If the first Board of Managers elected hereunder is elected at a Special Meeting of the Unit Owners held before the first Annual Meeting of Unit Owners, said first Board of Managers shall serve until the regular election and qualification of the members of the Board of Managers at the first Annual Meeting of Unit Owners. At the first Annual Meeting of Unit Owners the members of the Board of Managers shall be classified with respect to the time for which they shall severally hold office by dividing them into three (3) classes, each consisting of one-third of the whole number of the Board of Managers, and all members of the Board of Managers shall hold office until their respective successors are elected and qualified. At the first Annual Meeting, the members of the first class shall be elected for a term of one (1) year; the members of the second class for a term of two

2-10

(2) years; and the members of the third class for a term of three (3) years; and at each subsequent annual election the successors to the class of members of the Board of Managers whose term shall expire that year shall be elected to hold office for the term of three (3) years, so that the term of office of one class of members of the Board of Managers shall expire each year.

(b) The members of the Board of Managers shall initially serve without compensation other than reimbursement for reasonable out-of-pocket expenses actually incurred, provided, however, that a majority of the unit owners, at any duly called and held meeting of the unit owners, may approve or change a reasonable compensation to members of the Board of Managers.

(c) RESIGNATION AND REMOVAL: Any member of the Board of Managers may resign at any time by giving written notice to the Secretary of the Board of Managers, and any member may be removed from membership by a vote of the unit owners, provided, however, that unless the entire Board of Managers is removed, and individual member shall not be removed if the number of votes cast against his removal exceeds sixteen and two-thirds percent (16-2/3%) of the aggregate in interest of the undivided ownership of the common elements;

(d) PROCEEDINGS AND OFFICERS OF THE BOARD OF MANAGERS: Three (3) members of the Board of Managers shall constitute a quorum and if a quorum is present the decision of the majority of those present shall be the act of the Board of Managers. From among and by the members of the Board of Managers, a President shall be elected who shall preside over the meetings of the Board of Managers and of the unit owners. Similarly, there shall be elected: (1) a Secretary who shall keep the minutes of all meetings of the Board of Managers and of the

unit owners and who shall perform all duties customarily incident to the office of the Secretary; and (2) a Treasurer, who need not be a member of the Board of Managers, who shall be responsible for the keeping of the financial records and books of account. Meetings of the Board of Managers may be called, held and conducted in accordance with such regulations as may be adopted by the Board of Managers. The Board of Managers may also act without a meeting by unanimous written consent of its members.

(e) GRANTORS TO PERFORM FUNCTIONS OF THE BOARD: Until the first election of the Board of Managers, the rights, duties and functions of the Board of Managers shall be exercised by THE BRENTWOOD COMPANY. After the first election of the Board of Managers, THE BRENTWOOD COMPANY shall execute, acknowledge and record an affidavit stating the names of the persons elected to membership on the Board of Managers. Thereafter, any two (2) persons who are designated of record as being members of the most recent Board of Managers, regardless of whether or not they shall then be members, may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Managers. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Managers and shall be evidence thereof in favor of all persons who rely thereon in good faith.

4. POWERS AND DUTIES OF THE BOARD OF MANAGERS: The Board of Managers, for the benefit of the property and the unit owners, shall enforce the provisions of these By-Laws and shall pay out of the Maintenance Fund hereinafter provided, the following:

(a) Water, sewer, garbage and trash removal, electrical, telephone, gas and other necessary utility services for the common elements.

2.00

(b) A policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the units. The insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the manager or the Board of Managers, as Trustee for each of the unit owners in the percentages established in the Declaration or amended Declaration, if any, as their interests may appear. The policy or policies of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the manager or the Board of Managers and the holder or holders of mortgages or deeds of trust of record, as Trustee for each of the unit owners in the percentages established in the Declaration or any amended Declaration. The Trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the Trustee hereunder shall constitute a discharge to the insurer. Premiums for such insurance shall be common expenses.

(c) A policy or policies of insurance insuring the Board of Managers and the unit owners against any liability to the public or to the owners of units and of the common elements, and their invitees or tenants, incident to the ownership and/or use of the property and the coverage under such insurance shall not be less than TWO HUNDRED THOUSAND and NO/100 DOLLARS ($200,000.00) for any one person injured, ONE MILLION DOLLARS ($1,000,000.00) for any one accident and TWO HUNDRED THOUSAND DOLLARS ($200,000.00) for property damage. Such limits and coverage shall be reviewed at least annually by

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the Board of Managers and may be increased or decreased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of the named insureds under the policy or policies shall not be prejudiced as respects his, her or their actions against another named insured.

(d) Workmen's Compensation Insurance to the extent necessary to comply with applicable laws.

(e) The services of a manager or managing agent to manage the affairs of the property to the extent deemed advisable by the Board of Managers as well as such other personnel as the Board of Managers shall determine to be necessary or proper for the operation, maintenance, repair and replacement of the common elements, whether such personnel are employed directly by the Board of Managers or furnished by the manager. This authority includes the removal of any such personnel.

(f) Legal and accounting services necessary or proper in the operation of the common elements or the enforcement of these By-Laws.

(g) A fidelity bond naming the manager and such other persons as may be designated by the Board of Managers as principals and the Board of Managers as trustee for the unit owners as obligee in an amount deemed by the Board of Managers to be appropriate and reasonable;

(h) Painting, maintenance, repair and all landscaping of the common elements, and such furnishings and equipment for the common elements as the Board of Managers shall determine are necessary and proper, and the Board of Managers shall have the exclusive right and duty to acquire the same for the common elements; provided, however, that the interior surfaces of each unit (and the interior surfaces of other areas, the exclusive

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use of which is reserved to a unit owner by easement or otherwise) shall be painted, maintained and repaired by the unit owner at his sole cost and expense;

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments, which the Board of Managers is required to secure or pay for pursuant to the terms of these By-Laws or by law or which in its opinion shall be necessary or proper for the operation or maintenance of the common elements or for the enforcement of these By-Laws, provided that if any such materials and the like or taxes or assessments are provided for particular units, the cost thereof shall be specifically assessed to the appropriate unit owner. The Board of Managers shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which in the opinion of the Board of Managers may constitute a lien against the common elements rather than merely against the interests of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board of Managers by reason of said lien, and such costs shall be specifically assessed to the appropriate unit owners.

(j) Maintenance and repair of any unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Managers to protect the common elements or preserve the appearance and value of the property, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of the same has been delivered by the Board of Managers to said owner or owners, provided, that the Board of Managers shall levy a special assessment against the

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unit of such owner or owners for the cost of said maintenance or repair.

The powers and duties of the Board of Managers are limited in that it shall have no authority to acquire and pay for out of the Maintenance Fund capital additions and improvements (other than for purposes of replacing portions of the common elements, subject to the provisions of these By-Laws) having a cost in excess of FIVE THOUSAND DOLLARS and NO/100 ($5,000.00) unless expressly provided for herein. All payments disbursed for maintenance, repair and replacement of the common elements shall be by payment vouchers in a form approved by independent auditors appointed by the Board of Managers. Nothing herein shall authorize the Board of Managers to furnish to any person services primarily for the convenience of the owners or occupants of any unit, or of the common elements or of any portions thereof, other than services customarily rendered in connection with the rental of space for residential occupancy only.

5. EXCLUSIVE POWERS AND DUTIES OF THE BOARD OF MANAGERS: The Board of Managers shall have the exclusive right to contract for all goods, services and insurance as above provided, payment for which is to be made from the Maintenance Fund unless otherwise provided herein.

6. UNIT OWNERS OBLIGATION TO MAINTAIN AND REPAIR: Except for those portions of the property which the Board of Managers is required to maintain and repair hereunder, each unit owner shall, at his sole cost and expense, maintain and repair his unit, keeping the same in good condition.

7. ESTIMATING ANNUAL BUDGET ASSESSMENTS: Within thirty (30) days prior to the beginning of each calendar year, the Board of Managers shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and surplus from the prior year's Maintenance Fund). Such estimated cash requirements shall be

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assessed to the unit owners in accordance with their percentage of ownership in the common elements. If the sum estimated proves inadequate for any reason, including nonpayment of any unit owner's assessment, the Board of Managers may at any time levy a further assessment, which shall be assessed to the unit owners in like proportions, unless otherwise provided herein. Each unit owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Managers in equal monthly installments on or before the tenth day of each month during the year, or in such other reasonable manner as the Board of Managers may designate from time to time.

(a) The rights, duties and functions of the Board of Managers set forth in this paragraph 7 shall be exercised by THE BRENTWOOD COMPANY until thirty (30) days after the election of the first Board of Managers;

(b) All funds collected hereunder shall be expended only for the purposes designated herein. Amendments to this paragraph 7 shall be effective only upon the written consent of 75% of the unit owners and their mortgagees. No unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his or her unit.

8. DEFAULT IN PAYMENT OF ASSESSMENTS: Each monthly assessment and special assessment shall be separate, distinct and personal debts and obligations of the unit owner against whom the same are assessed. If any unit owner fails or refuses to make any payment of an assessment for the common expenses when due, the amount thereof together with interest at the rate of eight percent per annum, and costs, including reasonable attorneys' fees, shall constitute a lien on the interest of such unit owner in the property, and upon the recording of notice thereof by the Manager or the Board of Managers shall be a lien upon such unit owner's interest in

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the property prior to all other liens and encumbrances, recorded or unrecorded; except only (a) taxes, special assessments and special taxes which by law are a lien on the interest of such unit owner prior to pre-existing recorded encumbrances thereon, and (b) encumbrances on the interest of such unit owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Missouri where notice may be mailed to the holder of such encumbrance. The holder of any encumbrance whose lien is junior to the lien of the common expenses herein provided may from time to time request in writing a written statement from the Manager or Board of Managers setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request is complied with within twenty (20) business days, all unpaid common expenses which became due prior to the date of making such request shall be subordinate to the lien of such encumbrance holder. Any person holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment shall have a lien on such unit for the amounts paid of the same priority as the lien of his encumbrance. The lien to secure payment of common expenses shall be in favor of the Board of Managers as from time to time constituted and shall be for the benefit of all other unit owners, and may be foreclosed by an action brought in the name of the Board of Managers in like manner as a mortgage on real property, as provided in Sections 443.190, 443.200, 443.210, 443.220, 443.230, 443.240, 443.250, 443.260, 443.270, 443.280, 443.290, 443.300 and 443.310, RSMo, as may be amended from time to time. The Board of Managers as from time to time constituted, acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, sell, lease, mortgage and convey the same.

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9. DEED IN FORECLOSURE: In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for common expenses, the deed conveying the interest of any unit owner and the interest so acquired shall be subject to all of the provisions of the Condominium Property Act and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Plat, these By-Laws or any deed affecting such interest then in force.

10. LIENS: In the event any lien exists against two (2) or more units and the indebtedness secured by such lien is due and payable, the unit owner of any unit so affected may remove the unit and the undivided interest in the common elements appertaining thereto from the lien by payment of the proportional amount of the indebtedness which is attributable to such unit. In the event the lien exists against the property, the amount of such proportional payment shall be computed on the basis of the percentages set forth in the Declaration. Upon payment as herein provided, the lienor shall execute and deliver to the unit owner a release of such unit and the undivided interest in the common elements appertaining thereto from the lien. Any such proportional payment and release shall not prevent the lienor from proceeding to enforce his rights against any unit or interest with respect to which the lien has not been so paid or released. No labor performed or materials furnished with the consent of or at the request of a unit owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the interest of any other unit owner, or against any part thereof, unless such other owner has expressly consented to or requested the same. Express consent shall be deemed to have been given by the owner of any unit in the case of emergency repairs thereto. Labor performed or materials furnished for the common elements, if duly authorized by the Board of Managers, shall be deemed to be performed with the express consent of each unit owner

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and shall be the basis for the filing of a lien against the property, and shall be subject to an affected owner removing the same as provided above.

11. STATEMENT OF ACCOUNT: Upon ten (10) days' written notice to the Manager or the Board of Managers and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

12. MORTGAGE PROTECTION: Notwithstanding all other provisions hereof, liens created hereunder upon any unit shall be subject and subordinate to and shall not affect the rights of the holder of any indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage or deed of trust with first priority over other mortgages or deeds of trust) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust there may be a lien created pursuant to the provisions above set forth on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a unit owner after the date of such foreclosure sale, which said lien if any claimed, shall have the same force and effect and be enforced in the same manner as provided herein. No amendment to this paragraph shall affect the rights of the holder of any such mortgage or deed of trust recorded prior to recordation of such amendment, which holder does not join in the execution of such amendment. By subordination agreements executed by a majority of Board of Managers, the benefits of this paragraph may be extended to mortgages or deeds of trust not otherwise entitled thereto.

13. USE OF UNITS AND COMMON ELEMENTS:

(a) Each unit shall be used as a residence for a single-family and for no other purpose unless a unit is designated a commercial area on the plat.

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(b) There shall be no obstruction of the common elements and nothing shall be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided for or in designated storage areas.

(c) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the common elements, without the prior written consent of the Board of Managers. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or on any part of the common elements, or which would be in violation of any law. No waste shall be committed on the common elements.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the common elements without the prior written consent of the Board of Managers.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or the common elements except the Board of Managers may adopt rules and regulations permitting dogs, cats or other household pets to be kept in units subject to such rules and regulations.

(f) No noxious or offensive activity shall be carried on in any unit or in the common elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants.

(g) Nothing shall be done to alter the common elements, including bearing walls, without the prior written consent of the Board of Managers.

(h) There shall be no violation of the rules and regulations for the use of the common elements as may be adopted and amended by the Board of Managers and furnished in writing to the owners, and the Board of Managers is specifically authorized to adopt and amend such rules.

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(i) None of the rights and obligations of the unit owners provided herein, or by the deeds creating the condominium units shall be altered in any way by encroachments due to settlement of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

(j) Each area of the common elements designated with a "B" and a number is a balcony area, a permanent easement for the use of which is reserved to the owner of the corresponding numbered unit.

(k) Each area of the common elements designated with a "P" and a number is a patio area, a permanent easement for the use of which is reserved to the owner of the corresponding numbered unit.

(l) Certain of the common elements are designated as garage or parking areas. The use of such areas shall be assigned and allocated to unit owners in such manner as may be provided by the Board of Managers or to all of the unit owners in common, it being within the discretion of the Board of Managers to charge a reasonable fee for the use of the garage areas.

(m) Each area of the common elements designated with a "C" is a closet storage area. The use of such areas shall be assigned and allocated in the same manner provided in subparagraph (l) above respecting garage or parking areas.

(n) Certain areas of the common elements are designated as basement storage area. The use of basement storage area shall be assigned and allocated to particular owners or all of the owners in common in the discretion of the Board of Managers.

it shall be within the authority of the Board of Managers to provide for a reasonable fee for the use of such basement storage area.

(o) Nothing in these By-Laws or otherwise shall hinder THE BRENTWOOD COMPANY from renovating any unit owned by it or prevent or limit it from maintaining model units for sales purposes and advertising and designating the same by signs or otherwise.

(p) All heating, air conditioning and other air handling equipment serving a particular unit shall be the property of and be at the risk of the unit owner provided, however, that any air conditioning condensors or heat exchangers located on the roof of any building shall be considered a part of the common elements.

(q) Each unit owner sharing a common fireplace flue may, upon reasonable notice to other unit owners sharing such flue, have necessary access through such other units for repair or maintenance of the flue. Any damage caused thereby to the unit shall be the liability of the repairing or maintaining unit owner. If such repair or maintenance relates only to the repairing or maintaining unit owner's portion of the flue, the cost thereof shall be his responsibility; if such repair or maintenance is necessary to provide the availability of safe use of the flue to all unit owners sharing the same, the cost shall be borne equally by each such sharing unit owner.

14. ENTRY FOR REPAIRS: The Board of Managers or its designees may enter any unit when necessary in connection with any maintenance or other function or responsibility or construction for which the Board of Managers is responsible. Such entry shall be made with as little inconvenience to owners as practicable and any damage caused thereby shall be repaired by the Board of Managers at

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the expense of the Maintenance Fund.

15. DAMAGE AND DESTRUCTION: In case of fire or any other disaster, the insurance proceeds, if sufficient for reconstruction of the building, shall be applied to such reconstruction. "Reconstruction of the building" shall mean restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(a) The property shall be deemed to be owned in common by the unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by each owner in the common elements;

(c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any unit owner, in which event if the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective

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shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

16. MEETINGS OF THE UNIT OWNERS: The presence at any meeting of the unit owners having a majority in interest in the property as determined from the percentages of ownership of the common elements as set forth in the Declaration shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the quorum represented at the meeting.

(a) ANNUAL MEETING. Except as hereinafter provided, there shall be a meeting of the unit owners on the second Tuesday of February of each year at 8 o'clock p.m., upon the common elements or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board of Managers delivered to the unit owners not less than ten (10) days nor more than forty (40) days prior to the date fixed for said meeting. At the Annual Meeting the Board of Managers shall present a certified audit of the Maintenance Fund, itemizing the receipts and disbursements for the preceding calendar year, the allocation thereof to each unit owner and estimated maintenance for the coming calendar year. The holding of the first Annual Meeting of the unit owners shall be within thirty (30) days after seventy-five percent (75%) of the units have been sold or within thirty (30) days after December 1, 1978, whichever occurs first.

(b) SPECIAL MEETINGS. Special meetings of the unit owners may be called at any time for the purpose of considering matters which, by the terms of these By-Laws, require the approval of all or some of the unit owners or for any other reasonable purpose. Said meetings shall be called by written

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notice, signed by the President of the Board of Managers, or by unit owners having one-third (1/3) of the total interest in the property as determined by the percentage in interest set forth in the Declaration and delivered not lss than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the time, place and date of the meeting and the matters to be considered at the meeting.

17. NOTICES: Any notice permitted or required to be delivered hereunder may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each such person at the address given by such person to the Secretary of the Board of Managers for the purpose of service of such notice or to the unit of such person if no address has been given to the Secretary. Such address may be changed from time to time by notice in writing to the Secretary.

18. ADMINISTRATIVE RULES AND REGULATIONS: The Board of Managers may adopt and thereafter amend administrative rules and regulations governing the operation and use of the common elements provided, however, that any such administrative rules and regulations adopted by a meeting of the unit owners or repealed by a meeting of the unit owners shall not be repealed or reinstated by the Board of Managers. A copy of such administrative rules and regulations shall be provided all unit owners by the Board of Managers.

19. AUDIT: Any unit owner may at any time at his own expenses cause an audit or an inspection to be made of the books and records of the manager or Board of Managers. The Board of Managers at the expense of the Maintenance Fund, shall obtain a certified audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the unit

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owners as above provided.

20. DELEGATION BY BOARD OF MANAGERS: The Board of Managers may delegate any of its duties, powers or functions to any person or firm to act as manager of the property and compensate for such services provided, however, that any such delegation shall be revocable upon notice by the Board of Managers. The members of the Board of Managers shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by the Board of Managers. In absence of any appointment of a manager, the President of the Board shall act as manager.

21. AMENDMENT: Except as otherwise provided herein, the provisions of these By-Laws may be amended by an instrument in writing, signed and acknowledged by record owners holding seventy-five percent (75%) of the common elements which amendments shall be effective upon recordation in the office of the Department of Records of Jackson County, Missouri, at Kansas City.

22. SALE OF PROPERTY: Seventy-five percent (75%) in interest of the unit owners, by affirmative vote at a meeting of unit owners duly called for such purpose, may elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and perform all acts as in manner and form may be necessary to effect the sale. Any unit owner who did not vote in favor of such action and who has filed written objection thereto with the manager or the Board of Managers within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The value of such interest shall be that percentage of the total value of the property determined by fair appraisal which represents the ownership percentage of the common elements allocated

of the unit owned by such objecting owner.

23. PROPERTY REMOVED FROM CONDOMINIUM LAW: All of the unit owners may remove the property from the provisions of the Condominium Property Act by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the unit owner. Upon such removal the property shall be deemed to be owned in common by all unit owners. The undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

24. INTERPRETATION: The provisions of these By-Laws shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of a condominium property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

THE BRENTWOOD COMPANY
A General Partnership

By

COWGILL AGENCY, INC.

By Warren T. Cowgill

Warren T. Cowgill

ATTEST:

Secretary

Denis J. Olson

and

SUN SERVICE COMPANY

By

Vice President/Secretary

Denis D. Unruh

ATTEST:

Treasurer

DAVID A. KNUTSON

"GENERAL PARTNERS"

Return to: CITY CLERK, CITY HALL
414 E. 12th ST.
KANSAS CITY, MO. 64106

STATE OF MISSOURI)
JACKSON COUNTY) SS
I CERTIFY INSTRUMENT RECEIVED

1978 JAN 20 PM 4 01 2

K 819P 688
RECORDED BOOK PAGE
STEVEN A. GLORIOSO
DIRECTOR OF RECORDS

K354700

L. Beamgard 47.00

Mc Daniel Title

K 819 P 708-A

STATE OF MISSOURI)
JACKSON COUNTY) SS
I CERTIFY INSTRUMENT RECEIVED

1978 JAN 20 PM 4 01 2

K 819P 688

RECORDED BOOK PAGE
STEVEN A. GLORIOSO
DIRECTOR OF RECORDS

K854700

L. Beamgard 41.00

McDaniel Title

K371958

K 857P1673

THE BRENTWOOD CONDOMINIUM

UNIT DEED

THIS INDENTURE, made this 23rd day of June, 19 78, by and between THE BRENTWOOD COMPANY, a general partnership consisting solely of COWGILL AGENCY, INC., a Minnesota corporation, and SUN SERVICE COMPANY, a North Dakota corporation, general partners, hereinafter referred to as "Grantor", and William Snower, Jr. and Hortense Kleitman Snower, husband and wife, hereinafter referred to as "Grantee(s)".

The mailing address of Grantee(s) is 4505 Headwood Drive, Kansas City, Missouri 64111.

W I T N E S S E T H:

Grantor, in consideration of the sum of $10.00 and other good and valuable consideration to it paid, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee(s), absolutely and in fee simple, the property described as follows: 08-3886

Unit No. IV 202, THE BRENTWOOD CONDOMINIUM, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat, filed on January 20, 1978, under Document No. K-354698, in Book K-34 at Page 69, and the Declaration filed on January 20, 1978, under Document No. K-354699, in Book K-819 at Page 684, together with the undivided interest in the common elements in The Brentwood Condominium attendant thereto, as set forth in said Declaration.

Together with the right of ingress to and egress from said property and the right to use, for all proper purposes, in common with other Unit Owners or occupants from time to time, any and all portions of the project designated by statute, said Declaration of Submission to Condominium Property Act and said recorded plat as common elements.

SUBJECT, HOWEVER, to the following: The reservations, restrictions on use and all covenants and obligations set forth in

said Declaration of Submission to Condominium Property Act, said recorded plat and in the By-Laws of The Brentwood Condominium, and as the same may be amended from time to time, all of which restrictions, payments of charges, and all other covenants, agreements, obligations, conditions, and provisions are incorporated in this Deed by reference and constitute and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantee(s) as binding and to be binding on Grantee(s), his successors, heirs, administrators, executors and assigns or the heirs and assigns of the survivor of them, as the case may be.

And the reversions, remainders, rents, issues, and profits thereof, and all of the estate, right, title and interest of Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, tenements, rights, easements, privileges, and appurtenances, thereunto belonging or anywise appertaining or held and enjoyed therewith unto Grantee(s), his successors, heirs, administrators, executors and assigns, or the heirs and assigns of the survivor of them, as the case may be, subject as aforesaid, forever.

AND GRANTOR hereby, for itself and its successors and assigns, covenants and agrees with Grantee(s) as hereinabove described, that Grantor is lawfully seized in fee simple of the property herein conveyed; that it has good right to sell and convey the same in the manner set forth herein; that said property conveyed is free and clear of all encumbrances, except as may be noted herein; and Grantor, its successors and assigns shall warrant and defend the same unto Grantee(s), as hereinabove described, forever, against the lawful claims and demands of all persons, except as aforesaid.

And Grantee(s), in consideration of the foregoing conveyance, hereby covenant and agree with Grantor that Grantee(s) assumes and agrees to pay the pro rata share in the same proportion as the undivided interest of the common elements conveyed herein bears to the whole of common element assessments as and when the same fall due and will save Grantor, its successors and assigns harmless and will indemnify Grantor against all claims and demands whatsoever which shall hereafter arise from or in connection with said assessments, except as to units from time to time owned of record by Grantor.

IN WITNESS WHEREOF, Grantor and Grantee(s) have caused this indenture to be executed the day and year first above written.

THE BRENTWOOD COMPANY
By: Cowgill Agency, Inc.

By _____
President

ATTEST:

_____
Secretary

And

SUN SERVICE COMPANY

By _____
E. V. P.

ATTEST:

_____
Secretary

"GRANTOR"

_____

_____

"GRANTEE"

_____

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this 23rd day of June, 1978, before me appeared Warren T. Cowgill, to me personally known, who being by me duly sworn, did say he is the President of COWGILL AGENCY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public within and for said
County and State

My Commission Expires:
HENRY R. WEGTER
Notary Public, CASS COUNTY, N. DAK.
My Commission expires JULY 29, 1983

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this 23rd day of June, 1978, before me, appeared Dennis D. Unruh, to me personally known, who being by me duly sworn, did say he is the Executive Vice President of SUN SERVICE COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to

be the free act and deed of said corporation.

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

Henry R. Wegter
Notary Public within and for said County and State

My Commission Expires:
HENRY R. WEGTER
Notary Public Cass COUNTY, N DAK
My Commission Expires JULY 29, 1983

STATE OF Missouri
COUNTY OF Jackson

On this 30th day of June, 1978, before me personally appeared William Snower, Jr. and Hortense Kleitman Shower, husband and wife, known to me to be the person (s) who ~~is~~/are described and who executed the within instrument, and acknowledged to me that ~~he~~/they executed the same.

Mary D. Schrick
Notary Public within and for said adjoining County and State

Mary D. Schrick

(SEAL)

My Commission Expires:
August 8, 1978

STATE OF MISSOURI)
JACKSON COUNTY) ss
I CERTIFY INSTRUMENT RECEIVED

1978 JUN 30 PM 2 42 6
K 857P1673

RECORDED BOOK ___ PAGE ___
CAROL ANN BESTOR
DIRECTOR OF RECORDS

1.00
14.00