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BY-LAWS
OF
THE BRADFORD ASSOCIATION

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 NAME. The name of this unincorporated association of condominium unit owners shall be THE BRADFORD ASSOCIATION hereinafter called "Association".

1.2 PRINCIPAL OFFICE. The principal office of the Association shall be located at 2901 West 95th, Leawood, Kansas 66206, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Board Members.

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this Association is formed is to govern the condominium (hereinafter sometimes referred to as the "Project" or the "Property"), situated in Jackson County, Missouri, which Property is described on the attached Exhibit "A", which is incorporated herein by this reference, and which Property is subject to a condominium according to the provisions of the Uniform Condominium Act (the "Act") of the State of Missouri, R.S.Mo. § 448.1-101 to 448.4-120, inclusive.

2.2 OWNER OBLIGATION. All present or future Owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to in the singular as "Unit" or in the plural as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

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ARTICLE III

MEMBERSHIP, MEETINGS, NOTICE AND VOTING

3.1 MEMBERSHIP. A Unit Owners' Association shall be organized no later than the date the first Unit in the Condominium is conveyed. The membership of the Association at all times shall consist exclusively of all the Units Owners or, following termination of the Condominium, all of the former Unit Owners entitled to distributions of proceeds under R.S.Mo. § 448.2-118, or their heirs, successors, or assigns. An Owner of a Unit (hereinafter referred to in the singular as "Unit Owner" and in the plural as "Unit Owners") shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with THE BRADFORD during the period of such ownership and membership in this Association, or impair any rights or remedies which the Executive Board of the Association or others may have against such former Unit Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Executive Board, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of each Unit. Such Membership Card shall be surrendered to the Secretary of the Executive Board whenever ownership of the Unit designated thereon is terminated. Upon the conveyance, transfer or other disposition of a Unit Owner's ownership interest in the Property, said Unit Owner's membership in the Association shall automatically be transferred to the Unit Owner succeeding to such ownership interest.

No votes allocated to a Unit owned by the Association may be cast.

3.2 POWERS OF UNIT OWNERS' ASSOCIATION. The Unit Owners Association may exercise the following powers:

- (a) Adopt and amend By-Laws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Unit Owners;
- (c) Hire and terminate managing agents and other employees, agents, and independent contractors;

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(d) 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;

(e) Make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(g) Cause additional improvements to be made as a part of the Common Elements;

(h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property; provided, that Common Elements may be conveyed or subjected to a security interest only pursuant to R.S.Mo. § 448.3-112;

(i) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements described in subdivisions (2) and (4) of R.S.Mo. § 448.2-102 and services provided to unit owners;

(k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, By-Laws, and rules and regulations of the association;

(l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by R.S.Mo. § 448.4-109, or statements of unpaid assessments;

(m) Provide for the indemnification of its officers and Executive Board and maintain directors, but only to the extent expressly provided in the Declaration;

(n) Assign its rights to future income, including the right to receive common expense assessments, but only to the extent expressly provided in the Declaration;

(o) Exercise any other powers conferred by the Declaration or these By-Laws;

(p) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

(q) Exercise any other powers necessary and proper for the governance and operation of the Association.

3.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Executive Board and designated in the notices of such meetings.

3.4 ANNUAL MEETINGS. Annual meetings shall be held the second (2nd) Wednesday of September each year. The first (1st) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

3.5 SPECIAL MEETINGS. Special meetings of the Association may be called by the President of the Executive Board or by twenty percent (20%) of either the Executive Board or the Unit Owners.

3.6 NOTICE OF MEETINGS. Not less than ten (10) days nor more than sixty (60) days in advance of the date of any meeting, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of such meeting and the purpose or purposes thereof, including the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes, and any proposal to remove an officer or Director of the Executive Board.

3.7 QUORUM. A quorum is deemed present throughout any meeting of the Association if persons entitled to cast fifty percent (50%) of the votes which may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting.

3.8 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirteen (13). The combined weighted votes calculated in accordance with Exhibit "B" to the Declaration of Condominium for THE BRADFORD shall equal one hundred percent (100%), except for minor variations due to rounding. If only one of the multiple Owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of that Unit.

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3.9 PROXIES. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. No Unit Owner may revoke a proxy given pursuant hereto except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter time.

3.10 ADJOURNED MEETING. If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

ARTICLE IV

EXECUTIVE BOARD

4.1 DECLARANT CONTROL. Subject to the provisions of Section 4.2 hereof and in accordance with Paragraph 5.3 of the Declaration of Condominium for THE BRADFORD, a condominium, the Declarant, P & R Enterprises, a Missouri general partnership, shall retain the power to appoint and remove the officers and members of the Executive Board (hereinafter referred to in the singular as "Director" and in the plural as "Directors"). This control shall last no longer than the earlier of (1) sixty (60) days after seventy-five percent (75%) of the Units which may be created have been conveyed to Unit Owners other than Declarant, or (2) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business. This period of control shall be known as the Declarant Control Period. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event, Declarant may require, for the declaration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

4.2 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by an Executive Board composed initially of three (3) members. The Executive Board may act in all instances on behalf of the Association. The Declarant shall appoint the first Executive Board and those individuals shall act in such capacity and shall manage the affairs of the Association until their successors are elected. Except for members of the first Board, each member of the Board shall be a

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Unit Owner. If a member of the Board shall cease to meet such qualification during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant.

(a) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than the Declarant, at least one Director and not less than twenty-five percent (25%) of the Directors of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33-1/3%) of the Directors of the Executive Board shall be elected by Unit Owners other than the Declarant.

(b) Not later than the termination of the Declarant Control Period, the Unit Owners shall elect an Executive Board of at least three (3) members. The Executive Board of Directors and officers shall take office upon election and shall replace the Directors previously appointed by the Declarant.

ARTICLE V

POWERS AND DUTIES

5.1 POWERS AND DUTIES. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Executive Board may do all such acts and things that are not by these By-Laws or by the Declaration of Condominium for THE BRADFORD directed to be exercised and done by the Unit Owners. However, the Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium, or to elect numbers of the Executive Board or to determine the qualifications, powers and duties, or vacancies in its membership for the unexpired portion of any term.

5.2 OTHER POWERS. The Executive Board may exercise the following powers:

(a) To administer and enforce the covenants, conditions restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

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(b) To establish, amend and enforce compliance with rules and regulations necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulations shall be delivered or mailed to each Unit Owner, and to holders, insurers, or guarantors of any first mortgage, promptly upon the adoption thereof.)

(c) To keep in good order, condition and repair all of the Common Elements and all items of personal property used in the enjoyment of the entire Project, and to regulate the use, replacement and modification thereof.

(d) To insure and keep insured all of the insurable Common Elements of the Property, as provided in the Declaration, the amount of which, after application of any deductibles, shall be not less than eighty percent (80%) of the actual cash value thereof at the time insurance is purchased at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. Such insurance policies shall provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

(2) The insurer waives its rights to subrogation under the policy against any Unit Owner or members of his household;

(3) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Further, to obtain and maintain comprehensive liability insurance, including medical payments insurance, covering the entire Project in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, One Million Dollars (\$1,000,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus such other insurance as the Executive Board in its discretion may deem reasonable or necessary. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Unit Owners and their First Mortgagees.

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(e) To adopt and amend budgets for revenues, expenditures and reserves; within thirty (30) days after adoption of any proposed budget for the condominium, to provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be less than fourteen (14) nor more than thirty (30) days after mailing of the summary; to fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Unit Owners; and by majority vote of the Executive Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Unit Owner, as provided in the Declaration and these By-Laws, and to institute, defend or intervene in litigation or administrative proceedings in the name and on behalf of the Association or two or more Unit Owners on matters affecting the Project.

(g) To borrow funds in order to pay for any required expenditure or outlay; and to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Unit Owners in the same proportion as their interest in the Common Elements; provided, however, that the Common Elements may be conveyed or subjected to a security interest only upon approval by persons entitled to cast at least eighty percent (80%) of the votes allocated to Units not owned by Declarant.

(h) To acquire, hold, encumber and convey in the name of the Association any right, title or interest to real and personal property (provided, however, that any conveyance or encumbrance must be approved as set forth in Section 5.3 (g) above), and to cause additional improvements to be made as part of the Common Elements.

(i) To enter into contracts within the scope of the duties and power of the Executive Board.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Executive Board.

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(k) To keep and maintain accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Unit Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner a certified statement showing all receipts, expenses or disbursements since the last such statement. Such certified financial statements shall be available to any First Mortgagee of a Unit, on request and upon payment of a reasonable charge for the cost of reproducing or copying such statements within ninety (90) days following the fiscal year end of the Project.

(l) To meet at least once each quarter.

(m) To designate the personnel necessary for the maintenance and operation of the Common Elements and to hire and terminate managing agents and other employees, agents and independent contractors.

(n) To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements and services provided to Unit Owners.

(o) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations of the Association.

(p) To impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates, or statements of unpaid assessments.

(q) To provide for the indemnification of its officers and the Executive Board and maintain directors' and officers' liability insurance.

(r) To assign the Association's rights to future income, including the right to receive common expense assessments, but only to the extent expressly provided in the Declaration.

(s) To exercise any other powers conferred by the Declaration or these By-Laws.

(t) To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

(u) To exercise any other powers necessary and proper for the governance and operation of the Association.

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(v) To grant easements, leases, licenses, and concessions through or over the Common Elements.

5.3 ELECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.4 VACANCIES. Vacancies on the Executive Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve the unexpired portion of the term of his predecessor.

5.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a two-thirds (2/3) majority vote of the Unit Owners present and entitled to vote at any such meeting at which a quorum is present, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

5.6 ORGANIZATION MEETING. The first meeting of a newly elected Executive Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Executive Board shall be present.

5.7 REGULAR MEETINGS. Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held annually, one of which (the "regular annual meeting of the Board") shall be held within ten (10) days after the regular annual meeting of the Unit Holders. Notice in writing of regular meetings of the Executive Board shall be given to each Director, delivered personally or by mail or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

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5.8 SPECIAL MEETINGS. Special meetings of the Executive Board may be called by the President or Secretary, or upon the written request of at least two (2) Directors. Notice in writing of special meetings of the Executive Board shall be given to each Director, delivered personally or by mail or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

5.9 WAIVER OF NOTICE. Before or at any meeting of the Executive Board, any Director may in writing, waive notice of such meeting or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting, and such waiver or consent shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

5.10 BOARD OF DIRECTORS' QUORUM. At any meeting of the Executive Board, the presence at the beginning of such meeting of persons entitled to cast fifty percent (50%) of the votes on the Executive Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.11 FIDELITY BONDS. The Association may maintain adequate fidelity bonds for all officers, Directors, trustees, and employees of the Association and for all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, such bonds shall be maintained for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required hereunder shall not be less than the estimated maximum funds in the custody of the Association or the management agent, if any, at any given time during the term of each bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units. Such bonds shall also meet the following requirements:

(a) fidelity bonds shall name the Association as an obligee;

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(b) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(c) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;

(d) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and any First Mortgagees.

ARTICLE VI

OFFICERS

6.1 TITLES OF OFFICERS. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Executive Board.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Executive Board at the regular annual meeting of the Executive Board. Vacancies may be filled at any meeting of the Executive Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer shall not of itself create contract rights.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the Directors of the Executive Board, any officer may be removed, either with or without cause, whenever in the judgment of the Executive Board the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.4 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Executive Board at any meeting of the Executive Board for the unexpired portion of the term.

6.5 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Executive Board. He shall have

all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Unit Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of THE BRADFORD ASSOCIATION. He may sign amendments to the Declaration, membership cards in the Association, any deeds, mortgages, contracts or other instruments which the Executive Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Executive Board or these By-Laws or the Declaration to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to one office of president and such other duties as may be prescribed from time to time by the Executive Board.

6.6 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence or in the event of his inability or refusal to act and such other duties as may be required of him from time to time by the President or the Executive Board.

6.7 SECRETARY. The Secretary shall:

(a) keep the minutes of all meetings of the Executive Board and the minutes of all meetings of the Association;

(b) be custodian of the records of the Association and have charge of such books and papers as the Executive Board may direct;

(c) see that all notices are duly given in accordance with the provisions of these By-Laws or the Declaration or as required by law;

(d) compile and keep up to date at the principal office of the Association a complete list of Unit Owners and their last known addresses as shown on the records of the Association. Such list shall show opposite each Unit Owner's name the number of Unit Owners living in the Unit and the parking space(s) assigned for use in connection with such Unit. Such list shall be open to inspection by Unit Owners and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

(e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Executive Board.

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6.8 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Executive Board; provided, however, that a resolution of the Executive Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Executive Board, including authority to sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; keep financial records sufficiently detailed to enable the Association to comply with R.S.Mo. § 448.4-107; prepare an annual budget and a statement of income expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Unit Owners; make all financial and other records reasonably available for examination by any Unit Owner and his authorized agents; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Executive Board.

6.9 AMENDMENTS TO DECLARATION. The President, the Vice-President or the Secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Executive Board may enter into a management agreement with a management company at a rate of compensation agreed upon by the Executive Board. The Executive Board or the officers may delegate to a management company the following powers, which shall be exercised in accordance with the Declaration and these By-Laws:

(a) Fiscal Management.

(1) Prepare for approval by the Executive Board an annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements, and to be used for comparison with actual monthly income and expenditures. Within thirty (30) days after adoption by the Executive Board of any proposed budget for the condominium, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be

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not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(2) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Executive Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Executive Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the Property management agreement.

(8) Prepare year-end statement of operations for Unit Owners.

(b) Physical Management.

(1) Assume full responsibility for maintenance and control of Common Elements. Maintain the Property in constant repair to reflect Unit Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Executive Board and the Unit Owners.

(2) Select, train and supervise competent personnel, as directed by the Executive Board.

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(3) Compile, assemble and analyze data; and prepare specification and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close inspection to insure that work is performed according to specifications.

(4) Perform any other projects with diligence and economy in the Executive Board's best interests.

(c) Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to vendors.

(2) Obtain and analyze bids for insurance coverage specified in the Declaration and By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as the Executive Board's representative in negotiating settlement upon written request of the Executive Board.

(3) Exercise close liaison and supervision over all personnel to insure property operational maintenance and to promote good Management-resident-Owner relationships.

(4) Upon request of the Executive board, act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Worker's Compensation Laws.

(6) Assist in resolving individual Unit Owner problems as they pertain to the Association, the Common Elements and the governing rules and regulations.

(7) Represent an absentee Unit Owner when requested by such Unit Owner.

(8) Administer the Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Unit Owners, residents and tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he is or was a Director or officer of the Association, against all loss, cost and expense, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty (as defined in § 448.3-103.1 of the Act) as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Unit Owner, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration of Condominium for THE BRADFORD as an Owner of a Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Unit Owners shall be obligated to pay the quarterly assessments imposed pursuant to the approved annual budget to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due quarterly in advance. A Unit Owner shall be deemed to be in good standing and entitled to vote at any annual or a special meeting of Unit Owners, within the meaning of these By-Laws, only if such Unit Owner is

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current in the assessments made or levied against him and the Unit which he owns; provided, however, all Unit Owners will be entitled to vote in all matters which by statute require a certain percentage of all Unit Owners for passage.

9.2 GENERAL.

a. Each Unit Owner shall comply strictly with the provisions of the Declaration of Condominium for THE BRADFORD.

b. Each Unit Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF COMMON ELEMENTS. Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Unit Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-in-Fact to deal with such Owner's Unit upon its destruction, obsolescence or condemnation.

ARTICLE X

AMENDMENTS

10.1 BY-LAWS.

(a) These By-Laws or any of them, or any additional or supplementary By-Laws may be amended by the Association at any regular annual meeting of the Unit Holders without notice, or at any special meeting the notice of which shall set forth the terms of the proposed Bylaw amendment. No amendment shall take effect unless approved by Owners (other than Declarant) representing at least seventy-five percent (75%) of the aggregate ownership interest of Owners other than Declarant in the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the By-Laws and the Declaration, the Declaration shall control.

(b) Until termination of the Declarant Control Period, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission.

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ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit at the time of such request.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the Act. If any of these By-Laws conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply.

12.2 CONFLICT WITH DECLARATION. In the event of a conflict between the provisions of the Declaration and these By-Laws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

ARTICLE XIII

EXECUTION OF INSTRUMENTS

13.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XIV

DEFINITIONS OF TERMS

14.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for THE BRADFORD, a condominium, as the same may be amended from time to time, recorded in the office of the Department of Records in Kansas City, Jackson County, Missouri.

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ARTICLE XV

SEVERABILITY

15.1 If any of the provisions of these By-Laws or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance so invalidated, such invalidity shall not affect the validity of the remainder of these By-Laws and the application of any provision, paragraph, sentence, clause, phrase or work in any other circumstances shall not be affected thereby.

ARTICLE XVI

RULE AGAINST PERPETUITIES

16.1. The rule against perpetuities shall not be applied to defeat any provision of these By-Laws or Rules and Regulations adopted by the Association pursuant hereto.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of THE BRADFORD ASSOCIATION, an unincorporated association of condominium unit owners as adopted by the initial Executive Board at its organization meeting the ____ day of _____, 1985.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____, 1985.

Secretary

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EXHIBIT "A"

Legal Description of Property

Lots 16, 17, 18 and 19, BLOCK 3, BUNKER HILL, a sub-
division in Kansas City, Jackson County, Missouri.

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EXHIBIT "B"

Percentage of Fraction of Ownership Interests

<u>UNIT NUMBER</u>	<u>PERCENTAGE OR FRACTIONAL INTEREST</u>
1	6%
2	6%
3	6%
4	8%
5	8%
6	8%
7	8%
8	8%
9	8%
10	8%
11	8%
12	10%
13	8%
	<u>100%</u>



CERTIFICATE

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

I, Robert T. Kelly, Director of Recorder of Deeds within and for the County of Jackson, in the State of Missouri, aforesaid, do hereby certify that the above is a full, true and complete copy of the instrument (i.e. numbered and/or book & page) 1985K0680705 as the same appears on file in my office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said office at Independence, Missouri, this 23rd day of June, A.D. 2011.

Robert T. Kelly
Director of Recorder of Deeds

BY: Andrea Dyer
DEPUTY

(THIS PORTION ONLY USED WHEN NOTARIZATION IS REQUIRED)

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2011, before me, _____, a Notary Public for the State and County above mentioned, personally appeared _____, known to me to be the party signing this document as his free act and deed, for the Department of Recorder of Deeds, in his capacity as Deputy.

Notary Public