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DECLARATION OF CONDOMINIUM

OF P & R ENTERPRISES

d/b/a THE BRADFORD, A CONDOMINIUM

Jackson County, Missouri

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RECORDED BY K1463P2027
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DIRECTOR OF RECORDS

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OF P & R ENTERPRISES,
d/b/a THE BRADFORD, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF P & R ENTERPRISES
d/b/a THE BRADFORD, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, made this _____ day of _____, 1985, by P & R ENTERPRISES, a Missouri general partnership, d/b/a THE BRADFORD (hereinafter referred to as "Declarant"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS Declarant, is the owner of certain real property and improvements located thereon and the easements appurtenant thereto situated in the County of Jackson, State of Missouri, being described more fully on Exhibit "A", which is incorporated herein by this reference; and

WHEREAS, Declarant desires by recording this Declaration together with the exhibits hereto, which are incorporated herein by this reference, to create a condominium under the Uniform Condominium Act of the State of Missouri, R.S. Mo. § 448.1-101 to 448.4-120, inclusive, herein referred to as the "Act"; and

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A" to the provisions of the Act, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this Declaration, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

(a) "Association" or "Unit Owners' Association" means THE BRADFORD ASSOCIATION, an unincorporated association, the By-Laws of which shall govern the administration of the Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

(b) "Board" or "Executive Board" shall refer to the Executive Board of THE BRADFORD ASSOCIATION.

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(c) "By-Laws" shall mean the By-Laws of the Association.

(d) "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Common Elements, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit.

(e) "Common Elements" means and includes all portions of THE BRADFORD other than the Units, including, but not limited to the roofs, floors, foundations, pipes, ducts, flues, conduits, wires, all utility connection outlets, and bearing walls, studs, and joists of the building to the unfinished surfaces thereof, as further described and illustrated in the Plat as well as the land upon which the Units only are located. Sewer, water and gas pipes, electrical, telephone and television wires or cables, fresh air and exhaust air ducts are generally all Common Elements. Where the above pipes, wires, cables and ducts may exist outside Common Areas, the present location and use constitutes an easement for such use. Each area on the Plat designated "Overhang" or "Patio" followed by the Unit number, is a Common Element designated as an exclusive easement, the use of which is reserved to the Owner of the Unit with the corresponding Unit designation.

(f) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves, and includes, unless otherwise stated elsewhere in this Agreement:

(1) All sums lawfully assessed against the Common Elements by the managing agent or the Executive Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements (including unpaid special assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

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(g) "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements appurtenant to such Unit.

(h) "Declarant" shall mean P & R ENTERPRISES, a general partnership, or its successors or assigns, which is developing the Property as a condominium.

(i) "Declaration" shall mean this Declaration of Condominium instrument.

(j) "Limited Common Elements" means the limited common elements described in R.S.Mo. § 448.2-102 (2) and (4) as well as storage units located on the ground floor of the Buildings, and parking spaces located in the parking area and the front drive. One storage unit and one parking space is allocated to each Unit, except that Unit 12, the penthouse, is allocated the two parking spaces on the front drive, however, the use of said parking spaces on the front drive may constitute a violation of Chapter 25, Code of General Ordinances of the City of Kansas City, Missouri, specifically Sections 25.1.10 and 25.3.08. Ordinance No. _____ amending said sections to exclude such use as a possible violation of Chapter 25 is now under consideration by the City Council and may be adopted before or after the recording of this Declaration.

(k) "Plat" means or includes the engineering survey of the Buildings, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, the Plat being herewith filed, consisting of seven (7) sheets, labeled Exhibit "B" and incorporated herein, and including all the information required by R.S.Mo. § 448.2-109.

(l) "Premises", "Project" or "Property" means and includes the Buildings and all rights, easements and appurtenances belonging thereto.

(m) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy as shown on the Plat. (Refer to R.S.Mo. § 448.2-102.) Each Unit includes all parts of the Unit within the exterior dimensions, including all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof. All spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. In interpreting deeds, mortgages, deeds of trust and other

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instruments, the existing physical boundaries of the Unit constructed in substantial accordance with the original Plat thereof shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat.

(n) "Unit Owner" or "Owner" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture or other legal or commercial entity or any combination thereof who owns, of record, title to one (1) or more Condominium Units.

ARTICLE II

CONDOMINIUM DESCRIPTIONS

2.1 NAME OF THE CONDOMINIUM AND THE ASSOCIATION. (Refer to R.S.Mo. § 448.2-105.1(1).) The name of the condominium shall be "THE BRADFORD, a condominium". The name of the association shall be "THE BRADFORD ASSOCIATION".

2.2 COUNTY IN WHICH CONDOMINIUM IS SITUATED. (Refer to R.S.Mo. § 488.2-105.1(2).) The condominium is situated in Kansas City, Jackson County, Missouri.

2.3 MAXIMUM NUMBER OF UNITS. (Refer to R.S.Mo. § 448.2-105.1(4).) Declarant reserves the right to create a maximum of thirteen (13) Units.

2.4 RECORDATION OF PLAT AND LEGAL DESCRIPTION. (Refer to R.S.Mo. § 448.2-109.) The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat contains and is certified to contain all of the information required by R.S.Mo. § 448.2-109.

2.5 DESCRIPTION OF UNITS. (Refer to R.S.Mo. § 448.2-105.1(5)). A description of the boundaries of each unit created by this Declaration, including each unit's identifying number, is shown on the Plat.

2.6 INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately from each other, and shall at all times remain indivisible.

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2.7 DESCRIPTIONS. (Refer to R.S.Mo. § 448.2-104.) Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Unit number, as shown on the Plat, followed by the name of the condominium, the county in which the condominium is located, Jackson County, Missouri, and by reference to the recording data for this Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.8 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of portions of a Condominium Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements occupied by any part of a Unit Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by utility and plumbing lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.9 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of condominium ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

ARTICLE III

ALLOCATION OF COMMON ELEMENT INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

(Refer to R.S.Mo. § 448.2-107)

Each Unit Owner shall be entitled to the percentage of undivided interests in the Common Elements and in the Common Expenses of the Association, and a portion of the votes in the Association, as computed and set forth on Exhibit C attached hereto and incorporated herein. The Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated, is void.

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ARTICLE IV

RESTRICTIONS ON USE, OCCUPANCY, AND
ALIENATION OF THE UNITS

(Refer to R.S.Mo. § 448.2-105.1(2))

4.1 RESTRICTIONS ON USE AND OCCUPANCY OF UNITS. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use and occupancy of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each Unit shall be used and occupied solely for residential purposes and for the use of a single family. No unit shall be used for professional or business purposes or as a business or professional office, except occasional business guests shall be permitted. In the event of the death or disability of a Unit Owner and it is desired by the executor, administrator, guardian or personal representative to dispose of certain household effects and personal property on the premises, such sales and disposition may be permitted by the Executive Board, in the nature of "estate sales"; however, any such sales shall be by invitation only and shall not be conducted in such a fashion as to be generally advertised or open to the general public.

(b) No waste shall be committed in or on the Common Elements and the Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession or proper use of the Property by the Unit Owners or which increases the insurance risk to the Property.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the respective Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

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(e) There shall be no restriction upon any Unit Owner's right of ingress and egress to his or her Unit which right shall be perpetual and appurtenant to the ownership of the Condominium Unit.

(f) Household pets, as defined in the Rules and Regulations promulgated by The Bradford Association, may be kept by a Unit Owner, provided that any such pet is kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Association, and provided that any such pet shall not in the judgment of the Executive Board constitute a nuisance to others.

(g) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from outside his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Executive Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written consent of the Executive Board.

(h) A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, or other common areas or common facilities, and other than the areas designated as storage areas, any furniture, packages or objects of any kind.

(i) Reasonable rules and regulations concerning the use of the Units and the Common Elements may be made by the Executive Board from time to time. Copies of such rules and regulations shall be furnished by the Executive Board to each Unit Owner prior to the time when the same shall become effective.

4.2 ALTERATION OF UNITS. (Refer to R.S.Mo. § 448.2-111.)

(a) A Unit Owner may make any improvements or alterations to his Unit which do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.

(b) A Unit Owner may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association.

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(c) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, a Unit Owner may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. A Unit Owner may restore any partition previously removed or altered as herein provided in the event the Units are later sold, rented or leased separately.

(d) No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Unit Owner, his agent, contractor or subcontractor, shall be the basis for the filing of lien against the portion of the Common Elements owned by other Unit Owners. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against all liability arising from the claim of any lien against the Common Elements for construction performed or for labor performed or materials furnished and incorporated in the Unit Owner's Unit at such Owner's request.

4.3 RESTRICTIONS ON ALIENATION OF UNITS.

(a) A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Missouri. Each Unit Owner shall be entitled to exclusive ownership and possession of his Unit. A Unit Owner may sell, rent or lease his Unit without restriction, except that any rental or lease agreement must be in writing and subject to the requirements of this Declaration, the By-Laws and any Rules and Regulations adopted by the Association, and no Unit may be rented or leased for less than thirty (30) days. Each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Unit Owners.

If the Unit Owner sells his Unit, then the Association, within ten (10) days after a request by the Unit Owner, shall furnish a certificate containing the information necessary to enable the Unit Owner to comply with R.S.Mo. § 448.4-109 regarding resales of Units.

(b) The liability of the Unit Owner under the covenants contained in this Declaration shall continue notwithstanding the fact that he may have leased or rented his Unit as provided herein. Every purchaser, lessee or tenant shall take subject to, and shall assume the obligations of this Declaration, the By-Laws and Rules and Regulations of the Association as they may exist from time to time.

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ARTICLE V

MANAGEMENT AND ADMINISTRATION

5.1 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association, as the case may be, on behalf of the Owners or, to the extent permitted by law, by an aggrieved Owner.

5.2 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of THE BRADFORD ASSOCIATION, an unincorporated association, referred to herein as the "Association". A copy of such By-Laws is attached hereto as Exhibit "D" and incorporated herein by this reference. An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by an Executive Board, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association may enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration.

5.3 DECLARANT CONTROL. (Refer to R.S.Mo. §448.3-103(4)(5).) Subject to the provisions of Section 4.1 of the By-Laws, and for the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly conversion as well as a timely sellout of the Condominium Project, the Declarant, or a person designated by Declarant, will retain control of and over the appointment and removal of the officers and members of the Executive Board of the Association for a period which shall terminate no later than the earlier of (1) sixty (60) days after conveyance of seventy five percent (75%) of the Units which may be created 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. Such period shall be known as the "Declarant Control Period". It is expressly understood that the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. Any management agreement shall comply with

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the requirements of this Declaration. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event, Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association of Executive Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

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

At the end of the Declarant Control Period, the Declarant, through the Executive Board, shall call the first (1st) annual meeting of the Association.

5.4 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium by Declarant, the Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. The Declarant may pay such temporary manager or managing agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium and shall be paid out of the Association budget.

5.5 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. (Refer to R.S.Mo. § 448.3-112). Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following rights of the Association:

(a) The right of the Association to publish rules and regulations governing the use of the Common Areas, and to establish and enforce penalties for infractions thereof;

(b) The right of the Association, upon approval by eighty percent (80%) of the persons entitled to cast votes in the Association (including 80% of the votes allocated to Units not owned by the Declarant), to convey Common

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Elements, or subject them to a security interest providing, however, that the rights of any such mortgagee in such Property shall be subordinate to any pre-existing encumbrances, including the rights of the Owners hereunder, and in no event shall any such mortgagee have the right to terminate the Condominium established by this Declaration;

(c) No conveyance or encumbrance of Common Elements shall be effective unless an instrument evidencing an agreement to convey Common Elements or subject them to a security interest, which shall specify a date after which the instrument will be void unless recorded before that date, shall be executed by the requisite number of Unit Owners has been duly recorded in the Department of Records of Jackson County, Missouri. A conveyance or encumbrance of Common Elements pursuant hereto does not deprive any Unit of its rights of access and support;

(d) The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws.

5.6 MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any Formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with THE BRADFORD during the period of such ownership and membership of the Association, or impair any rights or remedies which the Executive Board of the Association or others may have against such former 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 may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

(b) 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 weighed 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

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thirteen (13). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%), except for minor variations due to rounding.

(c) Quorum. The presence at the beginning of any meeting of the Association of fifty percent (50%) of the Unit Owners shall constitute a quorum.

(d) Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

5.7 INSURANCE. (Refer to R.S.Mo. § 448.3-113.)

Commencing not later than the time of the first conveyance of a Unit to a person other than Declarant, the Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter:

(a) Hazard Insurance. Property insurance including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to the Building and Common Elements similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Missouri. The policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage endorsement. Further, the policy shall insure against such other perils customarily covered with respect to projects similar in construction, location and use, including those covered by the standard "all risk" endorsement, and for such amounts as the Executive Board may deem advisable. The insurance shall be carried in blanket policy form with premiums being paid as a common expense, and shall be issued in the name of the Association and for the use and benefit of the individual Owners and all mortgagees. The policy must cover all of the general and limited common elements that are normally included in coverage, including fixtures and building service equipment and common personal property and supplies belonging to the Owners' Association. The policy must also cover fixtures, equipment and other personal property inside individual Units if they will be financed by a mortgage that is purchased by the Federal National Mortgage Association (FNMA), whether or not the property is part of the Common Elements. The total amount of insurance shall cover 100% of the current replacement cost of the Condominium Project, including the individual Units in a Condominium Project at the time the insurance is purchased and at each renewal date, exclusive of land, foundations, excavations and other items normally excluded from property policies.

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The loss payable clause shall be in favor of the Association as trustee for each Unit Owner and his mortgagees, if any. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall contain a standard mortgage clause (without contribution) in favor of each First Mortgagee, its successors or assigns. Each Owner irrevocably designates the Association, as Attorney in Fact, to administer and distribute such proceeds as hereinafter provided in this Declaration.

(b) The insurance policies carried pursuant to the foregoing paragraph (a) must provide the following endorsements: (i) Agreed Amount and Inflation Guard Endorsement, when it can be obtained; (ii) construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the Project is destroyed by an insured hazard. Typical endorsements include Demolition Cost Endorsements, Contingent Liability from Operations of Building Laws Endorsement, and Increased Cost of Construction Endorsement; (iii) Steam Boiler Coverage Endorsement, providing at least \$50,000 coverage for each accident at each location; and (iv) Special Condominium Endorsement including the following: recognition of any insurance trust agreement; 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; a waiver of the right of subrogation against any Unit Owner or members of his household; 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 that the policy is primary in the event the Unit Owner has other insurance covering the same loss. Both of the insurance policies carried pursuant to the foregoing paragraphs (a) and (b) shall also provide that it cannot be cancelled or refused to be renewed by the insurance company until after thirty (30) days' prior written notice to the Association and to each First Mortgagee. The Executive Board shall, upon request of any Unit Owner or First Mortgagee, request the insurer to furnish a certificate of insurance, a memorandum of insurance, or a certified copy of each blanket policy and a separate certificate identifying the interest of the Unit Owner or Mortgagee.

(c) The Association shall maintain a comprehensive policy or policies of general liability insurance, including medical payments insurance, covering all

occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with use, ownership, or maintenance of the Common Elements, public ways and any other areas that are under its supervision, such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Executive Board or a Unit Owner. Such policy or policies shall be in a base amount of 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; and the policy shall include water damage liability, liability arising out of lawsuits relating to employment contracts of the Association, and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

(d) The Association shall keep a policy or policies of (i) liability insurance insuring the Executive Board, Officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) worker's compensation as required under the laws of the State of Missouri, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

(e) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

(f) Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

(g) All insurance policies required by this Article IV shall also comply with the provisions of the By-Laws regarding insurance.

5.8 REPAIR OR REPLACEMENT OF INSURED PROPERTY. (Refer to R.S.Mo. 448.3-113(8).)

(a) Any portion of the Condominium for which insurance is required which is damaged or destroyed shall be repaired or replaced promptly by the Association

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unless: (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

(b) If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (ii) the insurance proceeds attributable to Units and limited Common Elements which are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those limited Common Elements were allocated, and (iii) the remainder of the proceeds shall be distributed to all Unit Owners or lienholders, as their interests may appear, in proportion to the common element interests of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's interest shall be automatically reallocated upon the vote as if the Unit had been condemned, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocation.

5.9 UPKEEP OF CONDOMINIUM. (Refer to R.S.Mo. § 448.3-107.) Except as herein otherwise provided, the Association is responsible for maintenance, repair, and replacement of the Common Elements and Limited Common Elements, and each Unit Owner is responsible for maintenance, repair, and replacement of his Unit, including the fixtures thereof. Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agent and employees, access through his Unit for those purposes. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium. If damage is inflicted on the Common Elements or Limited Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof. In the event the need for maintenance or repair is caused by the willful negligent act of a Unit Owner, his family, guests or invitees, and is not covered by nor paid for by insurance either on such Unit or the Common Elements or Limited Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

ARTICLE VIASSESSMENTS

6.1 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property.

6.2 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period as provided in Paragraph 5.3 hereof, the Declarant shall be responsible for the monthly assessment for all Units owned by Declarant. Until the Association makes a Common Expense assessment, the Declarant shall pay all the Common Expenses.

6.3 ASSESSMENTS FOR COMMON EXPENSES. (Refer to R.S.Mo. § 448.3-115.) All Unit Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due quarterly in advance. Any past due common expense assessment or installment thereof shall bear interest at a rate established by the Association not exceeding eighteen percent (18%) per year. Each assessment shall be the personal obligation of the person who owned the Unit at the time the assessment became due.

6.4 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.2 hereof, after any assessment has been made by the Association, assessments thereafter shall be determined by the Executive Board based upon an annual budget ratified by the Unit Owners at a meeting held not less than fourteen (14) nor more than thirty (30) days after the mailing by the Executive Board to each Unit Owner of a summary of the budget. Said summary must be mailed within thirty (30) days of the adoption of any proposed budget by the Executive Board. Each budget shall reflect the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. The assessments shall be made according to each Owner's proportionate or percentage interest in and to the Common Elements provided in Exhibit "C" attached hereto.

6.5 SURPLUS FUNDS. (Refer to R.S.Mo. 448.3-114.) Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves

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shall be paid to the Unit Owners in proportion to their Common Expense liability or credited to them to reduce their future Common Expense assessments.

6.6 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy at any time in any calendar year special assessments applicable to that year only, for the following purposes:

(a) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures related thereto;

(b) using, renting or operating the Common Elements and services provided to Unit Owners;

(c) charges for late payments of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the By-Laws, and rules and regulations of the Association; and

(d) charges for the preparation and recordation of amendments to this Declaration, resale certificates, or statements of unpaid assessments;

provided that any such assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of special assessments.

6.7 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

6.8 LIEN FOR ASSESSMENTS. (Refer to R.S.Mo. § 448.3-116.)

(a) All sums assessed but unpaid by a Unit Owner for his share of Common Expenses chargeable to his respective Condominium Unit, including interest thereon at the rate of eighteen percent (18%) per annum, shall constitute a lien in favor of the Association on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) Liens for real estate taxes and other governmental assessments or charges against the Unit;

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(2) A mortgage or deed of trust for the purchase of a Unit recorded before the date of which the delinquent assessment sought to be enforced became due; and

(3) Liens and encumbrances recorded before the recordation of this Declaration.

(b) Recordation of this Declaration constitutes record notice and perfection of the Association's lien. Upon written request of a Unit Owner, the Association shall furnish to a Unit Owner a recordable statement setting forth the amount of such unpaid assessments against his Unit within ten (10) business days after receipt of such request and is binding on the Association, the Executive Board, and every Unit Owner. Such notice shall be signed by one (1) member of the Executive Board and may be recorded in the Office of the Department of Records of Jackson County, Missouri, at Kansas City. Such lien for the Common Expenses shall attach from the date the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in the same manner as a mortgage on real estate under a power of sale under Chapter 443, R.S.Mo. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Chapter 443, in connection with the assessment lien. In any such foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Unit Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey same.

(c) The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment becomes due. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

(d) In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a lien against each Unit to secure payment of a common assessment

or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 6.8(a)(1) and (2).

(e) Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of this encumbrance.

6.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro rata share of such assessments resulting from a reallocation among all Units, which reallocation, if necessary, will require a readjustment of the common reassessment. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

EMINENT DOMAIN (Refer to R.S.Mo. § 448.1-107)

7.1 ACQUISITION OF UNIT BY EMINENT DOMAIN. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units

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in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken by eminent domain is thereafter a Common Element.

7.2 ACQUISITION OF PART OF UNIT BY EMINENT DOMAIN. Except as provided in Section 7.1 hereof, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (i) that Unit's allocated interests are reduced in proportion to the reduction in size of the Unit, or on any other basis specified in this Declaration, and (ii) the portion of the allocated interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

7.3 ACQUISITION OF PART OF COMMON ELEMENTS BY EMINENT DOMAIN. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association. Any portion of the award attributable to the acquisition of a limited Common Element shall be equally divided among the owners of the Units to which that limited Common Element was allocated at the time of acquisition.

7.4 RECORDATION OF DECREE. The Court decree shall be recorded in the Department of Records of Jackson County, Missouri, in Kansas City.

ARTICLE VIII

TERMINATION OF THE CONDOMINIUM (Refer to R.S.Mo. § 448.2-118)

8.1 APPROVAL REQUIRED. Except in the case of a taking of all the Units by eminent domain, a Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated.

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8.2 TERMINATION AGREEMENT. An agreement to terminate shall be evidenced by the execution of a termination agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date in the Department of Records of Jackson County, Missouri, in Kansas City.

8.3 SALE OR REAL ESTATE FOLLOWING TERMINATION. The Association, on behalf of the Unit Owners, may contract for the sale of real estate in the Condominium, but the contract is not binding on the Unit Owners until approved pursuant to Sections 8.1 and 8.2 hereof. If any real estate in the condominium is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Unit Owners and lienholders as their interests may appear, in proportion to the respective interests of Unit Holders. Unless otherwise specified in the termination agreement as long as the Association holds title to the real estate, each Unit Owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate which formerly constituted his Unit. During the period of that occupancy, each Unit Owner and his successors in interest remain liable for all assessments and other obligations imposed on Unit Owners by this Declaration on the Act.

8.4 REAL ESTATE NOT SOLD FOLLOWING TERMINATION. If the real estate constituting the Condominium is not to be sold following termination, title to the Common Elements vests upon termination in the Unit Owners as tenants in common in proportion to their respective interests. While the tenancy in common exists, each Unit Owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate which formerly constituted his Unit.

8.5 PROCEEDS OF SALE OF REAL ESTATE. Following termination of the Condominium, the proceeds of any sale of real estate, together with the assets of the Association, are held by the Association as trustee for Unit Owners and holders of liens on the Units as their interests may appear. Following termination, creditors of the Association holding liens on the Units, which were recorded prior to termination, may enforce such liens in the same manner as any lienholder. All other creditors of the Association shall be treated as if they had perfected liens on the Unit immediately prior to termination.

8.6 INTERESTS OF UNIT HOLDERS.

(a) Except as hereinafter provided, the respective interests of Unit Holders are the fair market values of their Units, limited common elements, and common element interests immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Unit Owners and become final unless disapproved within thirty (30) days after distribution by Unit Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated. The proportion of any Unit Owner's interest of that of all Unit Owners is determined by dividing the fair market value of that Unit Owner's Unit and Common Element interest by the total fair market values of all the Units and Common Elements.

(b) If any Unit or any limited Common Element is destroyed to the extent that an appraisal of the fair market value thereof prior to distribution cannot be made, the interests of all Unit Owners as their respective Common Element interests immediately before termination.

ARTICLE IXDECLARANT'S RESERVED RIGHTS

9.1 IN GENERAL. In addition to any rights or powers reserved or granted to the Declarant under the Act, this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Declarant's rights under this Article shall terminate at such time as the Declarant is no longer vested with or controls title to any portion of the Project.

9.2 USE FOR SALES PURPOSES. (Refer to R.S.Mo. § 448.2-115.) Subject to the provisions of Missouri law and to Kansas City, Missouri, City Ordinances, Declarant shall have the right, in its discretion, to maintain on the Property two (2) model Units and one (1) sales, management, and/or administrative office. Declarant may also maintain displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Declarant with respect to Units

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owned by Declarant. The Declarant shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress in order to exercise the rights reserved under this Paragraph and Paragraph 9.3 below.

9.3 CONSTRUCTION. Declarant, its agents and contractors, shall have the right to come upon the Property for the purpose of making alterations, repairs or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

9.4 ALTERATIONS. Declarant reserves the right to make any alterations necessary to satisfy a First Mortgagee so long as such alterations do not affect any boundary of a Unit or any Unit Interest of the Project as shown by the Plat.

9.5 EASEMENT RIGHTS. (Refer to R.S.Mo. § 448.2-116.) Declarant reserves an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising its rights, whether arising under the Act or reserved in this Declaration.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 AMENDMENT. (Refer to R.S.Mo. § 448.2-117.) Except as otherwise provided in Section 448.2-117 of the Act, this Declaration, including the Plat, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval must be obtained from eligible mortgage holders, that is, those holders of a first mortgage on a Unit estate who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, representing at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by eligible holders. Every amendment to the Declaration shall be recorded in the Department of Records of Jackson County, Missouri, and is effective only upon recordation. No amendment shall affect Declarant's right to exercise the duties and functions of the Executive Board, as allowed in Paragraph 5.3 hereof.

10.2 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of

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such Owner. All notices, demands or other notices intended to be served upon the Executive Board of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 2901 W. 95th, Leawood, Kansas 66206, until such address is changed by a notice of address change duly recorded in the Department of Records of Jackson County, Missouri, in Kansas City.

The holder, insurer or guarantor of the mortgage on any Unit in the Condominium Project is entitled to timely written notice of: (a) any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage; (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. To obtain this information, the mortgage holder, insurer or guarantor shall send a written request to the Owners' Association, stating both its name and address and the Unit number or address of the Unit on which it has the mortgage.

10.3 CONFLICT BETWEEN DECLARATION AND BY-LAWS. (Refer to R.S.Mo. § 448.2-103.) In the event a conflict between the provisions of this Declaration and the By-Laws adopted by the Association, this Declaration shall prevail except to the extent it is inconsistent with the Act.

10.4 RULE AGAINST PERPETUITIES. (Refer to R.S.Mo. § 448.2-103.) It is expressly provided that the rule of property known as the rule against perpetuities shall not be applied to defeat any provision of this Declaration, the By-Laws or the Rules and Regulations adopted by the Association.

10.5 SEVERABILITY OF PARTS. (Refer to R.S.Mo. § 448.1-103.) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.6 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

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10.7 MISSOURI UNIFORM CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of the law.

10.8 GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10.9 RIGHT OF ACTION. The Association and any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners for failure to comply with the provisions of this Declaration or the By-Laws or with the decisions of the Association made pursuant thereto. Unit Owners shall have a similar right of action against the Association in the event of failure to comply with this Declaration or the By-Laws.

10.10 CITY ORDINANCES. (Refer to R.S.Mo. § 448.106.) All conditions required by any City ordinances relating to the Project have been complied with, and to the best of Declarant's knowledge there are no violations of such ordinances, except, the use of two (2) parking spaces on the front drive allocated to Unit 12 may constitute a violation of Chapter 25, Code of General Ordinances of the City of Kansas City, Missouri, specifically Sections 25.1.10 and 25.3.08. Ordinance No. _____ amending said sections to exclude such use as a possible violation of Chapter 25 is now under consideration by the City Council and may be adopted before or after the recording of this Declaration.

10.11 RECORDING DATA. (Refer to R.S.Mo. § 448.2-105.1(13).) The following is recording data for recorded easements and licenses appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject by virtue of a reservation in this Declaration: None.

10.12 SEPARATE TITLES AND TAXATION. (Refer to R.S.Mo. § 448.1-105.) If there is any Unit Owner other than Declarant, each Unit which has been created, together with its interest in the common elements, constitutes for all purposes a separate parcel of real estate. If there is any Unit Owner other than Declarant, each Unit shall be separately taxed and assessed, and no separate tax or assessment may be rendered against any common elements for which Declarant has reserved no development rights. If Declarant has reserved any development right in any portion of the Common Elements, such Common Element shall be separately taxed and assessed against Declarant, and Declarant alone is liable for payment of those taxes.

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10.12 AVAILABILITY OF DOCUMENTS. The Owners' Association shall have current copies of this Declaration, the By-Laws, and any other rules concerning the Condominium as well as its own books, records and financial statements available for inspection during normal business hours by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium Project.

10.13 DESIGNATION OF ATTORNEY-IN-FACT. Each Unit Owner hereby designates the Association as the Unit Owners' attorney-in-fact to represent the Unit Owner in any proceedings, negotiations, settlements or agreements. Any proceeds from any settlement shall be payable to the Unit Owners' Association for the benefit of the Unit Owners and their mortgage holders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and delivered this 4th day of SEPTEMBER, 1985.

P & R ENTERPRISES,
a Missouri general partnership

By:

Barbara J. Parker

BARBARA J. PARKER
MANAGING GENERAL PARTNER

By:

Joseph A. Riley

JOSEPH A. RILEY
GENERAL PARTNER

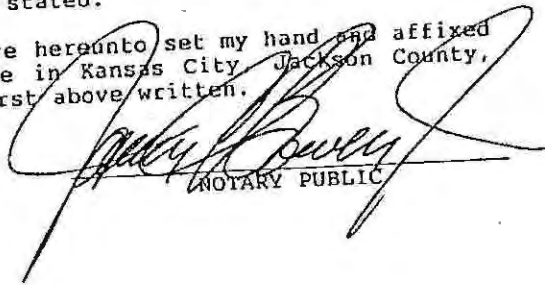
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STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 4th day of SEPTEMBER, 1985, before me appeared Barbara J. Parker, Managing General Partner of P & R Enterprises, to me personally known to be the person who executed the foregoing Declaration of Condominium in behalf of said partnership and acknowledged to me that she executed the same for the purposes therein stated.

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


NOTARY PUBLIC



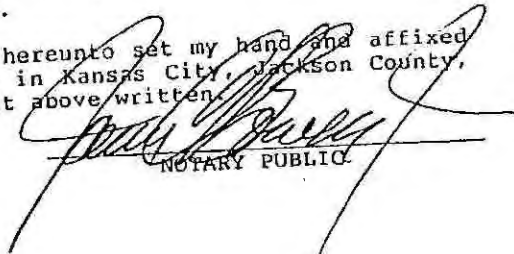
My Commission Expires:

JAMES C. BOWERS, JR.
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXP. AUG. 10, 1989

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 4th day of SEPTEMBER, 1985, before me appeared Joseph A. Riley, General Partner of P & R Enterprises, to me personally known to be the person who executed the foregoing Declaration of Condominium in behalf of said partnership and acknowledged to me that he executed the same for the purposes therein stated.

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


NOTARY PUBLIC



My Commission Expires:

JAMES C. BOWERS, JR.
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXP. AUG. 10, 1989