

BYLAWS

ARTICLE I NAME AND LOCATION

The name of the corporation is Beacon Hill Homeowner's Association (the "Association"). The principal office of the corporation shall be located at 1400 City Hall, 414 E. 12th Street, Kansas City, Jackson County, Missouri 64106, but meetings of members and directors may be held at such places within the State of Missouri as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to the Beacon Hill Homeowner's Association, a nonprofit Missouri Corporation, or any successor thereof, charged with the duties and obligations set forth herein.

Section 2. "Beacon Hill" shall mean and refer to the Beacon Hill Neighborhood, located within the area from 22nd Street on the north, Troost Avenue to the west, 31st Street on the south--west of The Paseo, and Vine Street on the east--north of 27th Street.

Section 3. "Common Property" shall mean and refer to the improved or unimproved real property, together with the Structures and personal property located thereon in which the Association or the Sponsor owns an interest as designatee for the common use and enjoyment of the Owners, as such areas may be depicted on any recorded subdivision plat of the Property, or portion thereof as "Common Property" or by similar designation subject to the Declaration.

Section 4. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Beacon Hill as the same may from time to time be supplemented or amended.

Section 5. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon any Lot designated and intended for use and occupancy as a residence by a single family or a "family sized" group of person.

Section 6. "Lot" shall mean and refer to any plot or parcel of land subject to the Declaration or any other lot or parcel of land constituting part of the Property and located within Beacon Hill.

Section 7. "Member." Each Owner (notwithstanding the number of Lots owned) shall be a member of the Association entitled to one (1) membership so long as the Owner remains an Owner of such Lot(s).

Section 8. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot or Living Unit, but shall exclude a person having an interest merely as security for the performance of an obligation.

The Association shall have two classes of voting membership:

Class A.: Class A members shall be all Owners with the exception of Sponsor, and shall be entitled to one vote, notwithstanding the number of Lots owned. When more than one person holds an interest in any Lot, all such persons shall be members, however, for purposes of a quorum they shall be treated as a single member. The votes for such members shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be Sponsor and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the seventh anniversary of the date of the Declaration.

Provided, however, the Class B membership shall be revived (and Sponsor shall again be entitled to three votes for each Lot owned by Sponsor) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by Sponsor exist which, when added to the other Lots then owned by the Sponsor, would result in Sponsor having more than fifty percent (50%) of the votes of the Association were Sponsor to have three votes for each Lot owned by Sponsor instead of only a single vote for each Lot owned by Sponsor.

Section 9. "Property" shall mean and refer to that certain real property subject to the Declaration.

Section 10. "Sponsor" shall mean City of Kansas City, Missouri.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Missouri selected by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice by first class or certified mail, not less than thirty (30) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. The foregoing does not preclude consent by all Members to waive the notice provisions, either in writing prior to, or by participation in, the scheduled meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS SELECTION

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association.

Section 2. Term of Office. The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for staggered terms with one of the Charter Directors serving for one year, two serving for two years, and two serving for three years and until the annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for three (3) years or until his/her successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at an annual meeting.

Section 3. Removal. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any services he may render to the Association. However, any Director may be reimbursed by his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Indemnity. The Association shall defend and indemnify each and every Director, who when acting on behalf of the Association and in the reasonable course of his duties as a Director, is made a party to any action or proceeding against the Association.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the election the Members of each class or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Vacancies. Vacancies on the Board of Directors resulting from resignation, death, removal or an increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Property, including any improvements and amenities located on the Common Property, and the personal conduct of the Members and their guests on the Common Property; and to establish penalties for the infraction of these rules and regulations;
- (b) suspend the voting rights, and the right of use of any recreational facilities located on any Common Area during any period in which the member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and
- (d) employ a manager, independent contractors or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) keep a complete record of all its acts and corporate affairs and to present a statement of its acts and affairs to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members.
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot not later than February 1st of each year.
 - (2) send written notice of each annual assessment to every Lot Owner subject to the assessment not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

- (3) foreclose the lien against a Lot if the Owner of the Lot has not paid the assessment on the Lot within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;
- (d) issue, or cause an appropriate offer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Property to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Terms. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected, whichever shall be the longer period, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces and until his successor shall have been elected and qualified.

Section 7. Multiple Offices. No two offices may be held by the same person except the offices of secretary and treasurer.

Section 8. Duties. The duties of the officers are as follows:

- (a) The President shall president shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments on behalf of the Association.
- (b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice-president shall likewise have authority to sign all leases, mortgages, deeds and other written instruments on behalf of the Association.
- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; authenticate the records of the Association; and perform such other duties as required by the Board.
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint such committees, with such powers and duties, as deemed appropriate to carrying out the purposes of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation

and the Bylaws of the Association shall be available and inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of interest permitted on judgments under Missouri law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, upon the affirmative vote of at least two-thirds (2/3) of each class of the Members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, Sponsor shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Bylaws until the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. However, this unilateral right, power and authority of Sponsor may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of all or any portion of the Property or any Lots for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs. If the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto approve of all or any portion of the Property or any Lot for federally approved mortgage financing purposes, any amendments to these Bylaws made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these Bylaws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

IN WITNESS WHEREOF, we being all of the Directors of Beacon Hill Homeowner's Association, have executed these Bylaws this ____ day of _____, 2006.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Beacon Hill Homeowner's Association, a Missouri nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2006.

Secretary