

BY-LAWS
OF
CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.
(A Missouri Not For Profit Corporation)

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CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.
(A Missouri Not For Profit Corporation)

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BY-LAWS
OF
CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.
(A MISSOURI NOT FOR PROFIT CORPORATION)

ARTICLE I
NAME, ADDRESS AND LOCATION

1.1 NAME AND ADDRESS. The name of this Corporation shall be Citadel Center Homeowners Association, Inc. (hereinafter called "Corporation" or "the Association"). For purposes of this document, the term Association will be used throughout. Its principal office shall be located at the Property site at Citadel Center Drive and Citadel, Kansas City, Missouri.

1.2 LOCATION. The words "the Property" as used in these By-Laws shall be deemed to mean the following described real property situated in Jackson County, Missouri, described on the attached Exhibit "A."

ARTICLE II
OFFICE AND AGENT

2.1 OFFICE AND AGENT. The Corporation shall have and continuously maintain in the State of Missouri a registered office as required by the Missouri Not For Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III
PURPOSE OF THE ASSOCIATION

3.1 PURPOSES. The purposes for which this Association is formed are the civic and social benefit and betterment of the residents and property Owners of CITADEL CENTER HOMES. Planned Unit Development, which purposes are more specifically described as follows:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for CITADEL CENTER HOMES Planned Unit Development;
- b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declarations referred to hereinabove; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all licenses, taxes or governmental charges levied or imposed against the property of this Association;
- c. To acquire by gift, purchase or to otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations of the Declaration;

d. To borrow money, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations of the Declaration;

e. To provide any activity necessary for the mutual benefit of resident Owners, and to have and to exercise any and all powers, rights and privileges which a Association organized under the Not For Profit Association laws of the State of Missouri, by law may now or hereinafter exercise.

ARTICLE IV

ASSOCIATION MEMBERSHIP

4.1 MEMBERSHIP Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosure or by a deed in lieu of foreclosure, shall be a Member of the Association.

ARTICLE V MEETINGS

5.1 ANNUAL MEETINGS. The first (1st) annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Members shall be held on the second (2nd) Saturday in January of each year, at nine-thirty (9:30) a.m., if not a legal holiday, and if a legal holiday, then on the next succeeding Saturday, for the purpose of electing Directors (after the term of office of the initial Board of Directors or the successors to the initial Board of Directors has terminated), and for the transaction of any and all other business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held at the office of the Association in the City of Kansas City, Missouri, unless otherwise designated by the Board of Directors.

5.2 NOTICE OF MEETINGS. Notice of each meeting of Members shall be given at least ten (10) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Notice may be sent by mail or telegram or may be delivered by the Secretary, the President, Vice President, Assistant Secretary, or Block Contact directly to the Members of the Association and all holders of first liens on the Property at their respective addresses, as shown by the records of the Association, at least ten (10) and not more than forty (40) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice, waiver or waivers of notice thereof, any and all business may be transacted at any annual Quarterly or Special meeting of the Members. However, no vote to (i) change the assessment provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions, or (ii) approve, modify, accept or otherwise affect or reject any plan of condemnation of the Property

shall be effective until all Lienholders have been notified of said vote and given a period of thirty (30) days in which to contact the Members of the Association and suggest alternatives or changes in the Association's plans.

5.3 QUARTERLY MEETINGS. Quarterly meetings of the Members will be held during each quarter of the year. Notice may be sent by mail, telegram or telephone; and may be delivered by the Secretary, the President, Vice President, or Assistant Secretary, or Block Contacts directly to the Members of the Association and all holders of first liens on the Property at their respective addresses, as shown by the records of the Association, at least ten (10) and not more than forty (40) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice, waiver or waivers of notice thereof, any and all business may be transacted at any annual, quarterly or special meeting of the Members.

5.4 SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by a Vice President or by a majority of the Directors or upon written request of the Members..

5.5 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.

5.6 QUORUM. Except as otherwise provided, one-tenth (1/10) of each class of Members, either in person or by proxy, shall constitute a quorum for all purposes at any meeting of the Members. If the number of Members necessary to constitute a quorum at any annual or special meeting is not present in person or by proxy, the Members may adjourn such meeting from time to time without notice until the number requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all the votes of the Members present in person or by proxy, may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

5.7 VOTING. At all meetings of Members, all questions, except those expressly governed by statute, the Charter of the Association, these By-Laws or the Declaration of Covenants, Conditions and Restrictions shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Member or his proxy, voting may be by secret ballot. Each ballot shall be signed by the Member voting or by his proxy. Cumulative voting for Directors is expressly prohibited. All voting shall be by Members in person or by proxy as allowed by statute. The Voting Proxy is established herewith as APPENDIX A-1.

5.8 ASSESSMENT CHANGES. Notwithstanding any other provisions of these By-Laws, any motion to raise the annual assessments according to the terms of Article IV, Paragraph

4.6 of the Declaration of Covenants, Conditions and Restrictions must have the assent of Members entitled to cast two-thirds (2/3) of all the votes of each class of Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. For such action, sixty percent (60%) of all votes of each class of Members is required to constitute a quorum.

5.9 INFORMAL ACTION. The Association may act, with or without a meeting, on any issue on which a vote of the members is required by obtaining the written consent of Members having the requisite majority of all outstanding votes of Members of the Association.

ARTICLE VI

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

6.1 PURPOSE. The business and property of the Association shall be managed and controlled by the Board of Directors and shall be subject to the restrictions imposed by law, by the Articles of Consolidation of this Association, by these By-Laws and by the Declarations on the Property. The Board of Directors may exercise all of the powers of the Association.

6.2 NUMBER. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

6.3 TERM OF OFFICE. At the first annual meeting, the Members of each class elected to the board shall serve a term of three (3) years. At each annual meeting thereafter, those elected to the board shall serve a term of three (3) years.

6.4 REMOVAL. Any 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.

6.5 COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

6.6 ACTION TAKEN WITHOUT A 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.

6.7 DIRECTOR CONFLICTS. No Director or officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Director and officer of the Association shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Association without liability to this Association. Likewise, each and every Director and officer of the Association may become a Director or officer of any other Association or Associations, entity or entities, whether or not the purposes of the other Associations conflict with the business or activities of this Association, without breach of duty to this Association or its Members or without liability of any character or description to the Association or its Members.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

7.1 NOMINATION. Nomination for election to the Board of Directors may 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 (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall be responsible to recruit nominees from both classes A and B, for election to the Board of Directors as it shall in its discretion determine and nominate members for the number of vacancies that are to be filled. Such nominations may be made from among residents or nonresidents.

7.2 ELECTION. Election to the Board of Directors shall be by secret written ballot or voice vote as decided by the members at the Annual meeting.

ARTICLE VIII

MEETINGS OF DIRECTORS

8.1 FIRST MEETING. At the first meeting of the Board of Directors in each year at which a quorum is present, the Board of Directors shall proceed to the election of the officers of the Association. No notice or waiver of notice of any such first meeting shall be required or necessary if it is held immediately after either the annual meeting or the adjourned annual meeting of the Members and any and all business of any nature or character may be transacted at such first meeting.

8.2 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time, by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

8.3 SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held whenever called by the President, Vice President, Secretary or a majority of the Directors in office. Notice of each special meeting shall be given by any officer of the Association by telegraph, mail, telephone or personal delivery to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

8.4 QUORUM. The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum is present or in attendance thereat. The act of a majority of Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, the Charter of the Association, these By-Laws or the Declarations.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

9.1 POWERS. The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon.
- b. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of incorporation, or the Declaration;
- c. Execute loans or contracts on behalf of the Association, and no negotiable paper shall be issued in its name unless authorized by the Board of Directors;
- d. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

9.2 DUTIES. It shall be the duty of the Board of Directors to:

- a. Keep a complete record of all its acts and affairs and to present a statement thereof to the Members of the annual meeting of the Members, or at any special meeting when such statement is requested in writing by the Class A and Class B members who are entitled to vote.
- b. Supervise all officers, agents and employees of the 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 at least thirty (30) days in advance of each annual assessment period;
 - 2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- d. Issue, or to cause an appropriate officer 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 a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 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;
- g. Cause the Common Area to be maintained.

9.3 FINANCIAL STATEMENTS. The Board of Directors, within ninety (90) days of the fiscal year end, shall cause to be prepared, and shall make available to any Owner or first mortgage holder, annual audited financial statements of the Association.

ARTICLE X
OFFICERS AND THEIR DUTIES

10.1 OFFICERS. The officers of the Association shall consist of a President (who shall be a Director), one (1) or more Vice Presidents, a Treasurer, a Secretary and such other officers, including but not limited to, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board of Directors may from time to time elect or appoint. Only the offices of Secretary and Treasurer may be held by the same person. All officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board of Directors. A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors then in office.

10.2 ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

10.3 TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

10.4 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.

10.5 DIRECTOR OR OFFICER RESIGNATION. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.6 PRESIDENT. The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Association in the ordinary course of its business. He shall preside at all meetings of the Members of the Board of Directors. He may, when authorized to do so by the Board of Directors, make, sign and execute all deeds, conveyances, assignments, bonds, contracts and shall co-sign with the Treasurer all checks and promissory notes; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

10.7 VICE PRESIDENT. Each Vice President shall have the usual powers and duties pertaining to his office including the power to act as President in his absence and such other powers and duties as may be assigned to him by the Board of Directors. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at such time such action was taken.

10.8 TREASURER. The Treasurer shall have custody of all the funds and securities of the Association. When necessary or proper, he may co-sign with the President all checks and promissory notes, and endorse on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors.

Whenever required by the Board of Directors, he shall render a statement of his cash account, and he shall enter or cause to be entered regularly on the books of the Association kept by him for that purpose a full and accurate account of all monies received and paid out on account of the Association. He shall at all reasonable times exhibit his books and accounts to any Director of the Association or any first Lienholder or its designee during business hours. He shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors and, if required by the Board of Directors, give a bond for the faithful discharge of his duties in such form as the Board of Directors may require; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a 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.

10.9 SECRETARY. The Secretary shall be responsible to record the votes and keep the minutes of all meetings of the Board of Directors and all meetings of the Members in books provided for that purpose. He shall attend to the giving and serving of all notices and he may sign with the President or a Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association and affix the seal of the Association thereto. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct. These books and papers shall be open to inspection by any Director, Member of the Association or any holder of a first mortgage on any Lot during normal business hours. He shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

ARTICLE XI CORPORATE MATTERS

11.1 FISCAL YEAR. The fiscal year of the Association shall end at midnight on December 31st, of each calendar year.

11.2 CORPORATE SEAL. The seal of the Association shall be circular in form and have inscribed thereon the name of the Association.

11.3 NOTICE. Whenever any notice whatsoever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post-paid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE XII COMMITTEES

12.1 ARCHITECTURAL COMMITTEE. The Board shall appoint an Architectural Committee, consisting of at least one (1) Board member and two (2) Association or resident members to receive and analyze the APPLICATION FOR ARCHITECTURAL REVIEW form, from Association members, hear complaints and suggestions, approve or disapprove of proposed plans, and make recommendations concerning the uniformity of structure, architectural design, façade, exterior décor, and exterior color and landscaping upon the Lots and Common Areas.

The APPLICATION FOR ARCHITECTURAL REVIEW form, is attached herewith as APPENDIX A-2.

12.2 BLOCK CONTACTS COMMITTEE. The Board shall appoint a Committee to be comprised of at least one (1) Board Member and up to twelve (12) resident or Association members, to carry out neighborhood and resident communications, neighborhood welcoming of new residents, and other duties as designated by the Board and related to improved neighborhood communications.

12.3 CULTURAL COMMITTEE. The Board shall appoint a Cultural Committee consisting of one Board Member and at least one (1) Board Member and at least three (3) Association members to plan, budget, and implement the social and cultural activities of the Association.

12.4 DUPLEX COMMITTEE. The Board shall appoint a Duplex Committee to be comprised of and chaired by at least one (1) Class B Board Member and at least two (2) Class B Association members. This Committee is to meet and present to the Board issues and special problems related to the preservation and maintenance of the Duplex Units.

12.5 FINANCE COMMITTEE. The Board shall appoint a Finance Committee to be comprised of and chaired by the Treasurer of the Board of Directors and at least two (2) Board Members. One from class A and one from Class B. This Committee is to meet and present to the Board issues and special problems related to Association Assessments and the oversight of the financial stability of the Association.

ARTICLE XIII BOOKS AND RECORDS

13.1 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 Consolidation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND PERSONNEL

14.1 INDEMNIFICATION OF OFFICERS AND PERSONNEL. Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, officer, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a Director, officer, committee member or employee, provided the Board of Directors determines in good faith that such Director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or

threatened action. The provisions of this Paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees of a Director, officer, committee member or employee, and the term "person" where used in the foregoing Paragraph shall include the estate, executor, administrator, heirs, legatees or devisees of such person.

14.2 LIMITATIONS. Notwithstanding the provisions of the preceding Paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter in which indemnification is not permitted by law.

ARTICLE XV
ASSESSMENTS

15.1 ASSESSMENTS. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments not paid when due, shall be delinquent. For assessments not paid within ninety (90) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, 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 provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XVI
AMENDMENTS

16.1 REQUIREMENTS. These By-Laws may be amended by a vote of a majority of a quorum consisting of at least one-tenth (1/10) of each class of Members of the Association at any annual or special meeting of the Members in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments.

16.2 CONFLICTS. In case of any conflict between these By-Laws and the Declaration of Covenants, Conditions and Restrictions, the Declaration shall control.

16.3 DEFINITION. The words "amend" and "amended" shall be broadly interpreted to include alterations, modifications, additions and repeal, in whole or in part. 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 of Covenants, Conditions and Restrictions for CITADEL CENTER HOMES, as the same may be amended from time to time, and recorded in the Department of Records, Jackson County, Missouri.

ARTICLE XVII
MISCELLANEOUS

17.1 FISCAL YEAR. 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 in Association.

17.2 GENDER. Use of the pronouns He or she, refers to any male or female person having responsibilities or relationship to the Association.

IN WITNESS WHEREOF, we, being all of the Directors of CITADEL CENTER HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 20____.

CERTIFICATION

I, the undersigned, do hereby certify: THAT I am the duly elected and acting Secretary of the CITADEL CENTER HOMEOWNERS ASSOCIATION, INC., a Missouri Association, and THAT the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 20____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 20____.

(Corporate seal)

Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

As shown and described in Plat Book 35, Page 85 for the Plat known as Citadel Center
Planned Unit Development:

All of the Lots 1 – 201, all of Tract A and all of Tract B, a
Subdivision in Jackson County, Kansas City, Missouri.

CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.
(A Missouri Corporation)
PROXY

Membership Meeting (Regular)

To: Secretary
Citadel Center Homeowners Association, Inc.
P.O. Box 22725
Kansas City, MO 64113-0725

The undersigned is the record owner of the lot listed below as parcel property in the Citadel Center, a subdivision in Kansas City, Jackson County, Missouri, shown below and hereby constitutes, appoints and designates:

as Proxy for the membership interest of said undersigned pursuant to the By-Laws of the Citadel Center Homeowners Association, Inc.

The forenamed Proxy is hereby authorized and empowered to act in the capacity herein set forth until such time as the undersigned otherwise modifies or revokes the authority set forth in the Proxy.

Date: _____

Owner(s)/Member(s)

Lot Number or Postal Address
