

F 9935.9

FEB 18 1988

AMENDMENT TO BY-LAWS OF
BROOKTREE HOMES ASSOCIATION

This Amendment made this 17th day of September, 1987 by the owners of the area subject to the Brooktree Homes Association By-Laws.

W I T N E S S E T H:

WHEREAS, an instrument entitled "By-Laws of Brooktree Homes Association" was duly adopted on the 20th day of September, 1975 and filed in the Office of the Recorder of Deeds of Clay County, Missouri on December 8, 1975 as Document No. 20334 in Book 1200 at Page 535, and

WHEREAS, said By-Laws were amended by a document entitled "Amended By-Laws of Brooktree Homes Association" duly adopted on January 2, 1986 and recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. F-28958 on March 13, 1986, and

WHEREAS, the members of the Brooktree Homes Association desire to further amend the above described Amended By-Laws of the Brooktree Homes Association, and

WHEREAS, Section I of Article XI, Amendments, allows said By-Laws to be amended at a regular or special meeting of the "members," by a vote of a majority of a quorum of "members" present in person or by proxy.

NOW, THEREFORE, by vote of a majority of a quorum of "members" present in person or by proxy at the annual meeting of the Brooktree Homes Association held on the date above-mentioned, Article III of the By-Laws of Brooktree Homes Association is

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hereby amended by interlineation and shall read as set forth in Exhibit "A," attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names.

BROOKTREE HOMES ASSOCIATION

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

Now on this 19 day of January, 1988, before me appeared [Signature] to me personally known, who being by me duly sworn, did say that he is the President of the Brooktree Homes Association, a Missouri not-for-profit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said [Signature] acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State, this 19 day of January, 1988.

[Signature]
Notary Public

My Commission Expires:

~~KELLY MORRICE
Notary Public - State of Missouri
Commission Expires in Clay County
My Commission Expires December 27, 1991~~

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STATE OF MISSOURI
CLAY COUNTY
1088 8 20 16 11 01 00
DATE 10 P 2 32 2
KELLY MORRICE
NOTARY PUBLIC
1088 8 20 16 11 01 00

EXHIBIT "A"

SECTION III

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The "owner" for each "lot" within the "district" hereby covenants and agrees to pay, and each "owner" of any "lot" by acceptance of a deed therefore (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay, to the "association:" (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special individual unit assessments for such expenses as are hereinafter provided. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. All assessments together with interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the "association" upon the "lot" against which each such assessment is made. Such lien shall arise and run from the time at which any assessment remains unpaid for thirty (30) days after the same has become due and payable.

(a) Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear a late fee of Fifteen Dollars (\$15.00) and for each month or fraction of a month thereafter said assessment shall bear an additional late fee of Five Dollars (\$5.00) per month until all delinquent assessments including penalties are paid in full. The "association" may bring an action at law against the "owner" personally obligated to pay the same or foreclose the lien against the "lot" through proceedings in any court in Clay County, Missouri having jurisdiction

thereof provided, however, that the holder of any mortgage upon the "lot" upon which payment is delinquent and the "owner" thereof, shall both be given written notice addressed, in the case of the "owner" to the last known address of said "owner," and in the case of the holder of any such mortgage to its business address, advising of such delinquency prior to the commencement of an action against the "owner" either personally or for foreclosure of said lien. Delivery of such notices shall be made when said notice addressed as set out above is placed in a United States post office mailbox by the "association." No "owner" may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his "lot."

(b) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any "lot" pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such "lot" from liability for any assessment thereafter becoming due or from the lien thereof.

(c) All "districts" dedicated to, and accepted by, a local public authority and all "districts" owned by a charitable or not-for-profit organization exempt from taxation by the laws of the State of Missouri shall be exempt from the assessments created

herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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