

**ARTICLES OF INCORPORATION OF  
NORTH SHORE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I**

The name of the Corporation is NORTH SHORE PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association" which shall be a Missouri Nonprofit Corporation under Chapter 355, RSMo formed as a mutual benefit corporation for its members.

**ARTICLE II**

The office of the Association is located at 111 S.W. Cole Younger Drive, Lee's Summit, Missouri 64082.

**ARTICLE III**

Karen L. DeLany, whose address is 909 W. 23<sup>rd</sup> St., Independence, Missouri 64055, is hereby appointed the registered agent of the Association.

**ARTICLE IV**

The names and addresses of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Karen L. DeLany	909 W. 23 <sup>rd</sup> St. Independence, Missouri 64055

**ARTICLE V**

The terms "Association," "Common Area," "Declarant," "Lot," "Owner" and "North Shore at Raintree Lake" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of North Shore at Raintree Lake dated May 26, 2005 and recorded May 27, 2005 under Document No. 2005I0044516 in the office of the Recorder of Deeds for Jackson County, Missouri and recorded June 2, 2005 under Document No. 328516 in the office of the Recorder of Deeds for Cass County, Missouri (the "Declaration").

**ARTICLE VI  
PURPOSES AND POWERS OF THE ASSOCIATION**

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement,

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**maintenance, operation and repair of the Common Areas located in the North Shore at Raintree Lake including any improvements and amenities located on the Common Areas; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located on the Common Areas; (iii) the distribution among the Owners of the North Shore at Raintree Lake of the costs of the use, improvement, maintenance and repair of the Common Areas including any improvements and amenities located on the Common Areas; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the North Shore at Raintree Lake. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:**

**(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as provided in the Declaration, the Declaration being incorporated in these Articles by reference as if set forth at length;**

**(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the Declaration; to pay all expenses in connection with the Declaration and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;**

**(c) acquire (by gift, purchase or 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 the Association, subject, however, to the requirements of the Declaration;**

**(d) borrow money and, with the assent of seventy percent (70%) of the votes of each class of members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;**

**(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members;**

**(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of seventy percent (70%) of the votes of the members; and**

**(g) have and to exercise any and all powers, rights and privileges which a nonstock corporation organized under The General Not for Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.**

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## ARTICLE VII

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

## ARTICLE VIII

The Association shall have two classes of voting membership:

**Class A:** Class A members shall be all of the Owners of the Lots, except for the Declarant during any period of time in which Declarant would be considered as a Class B Member hereunder. Each Class A Member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association.

**Class B:** The Class B Member(s) shall be the Declarant, their successors and / or assigns. The Class B Member shall be entitled to twenty five votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Class B membership in the Association shall cease and be converted to Class A Membership in the Association on January 1, 2016.

## ARTICLE IX BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors shall be as provided in the Bylaws of the Association, which number may be changed by amendment of the Bylaws, but in no event shall the number of directors be less than three (3). The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Karen L. DeLany, 909 W. 23<sup>rd</sup> St., Independence, Missouri 64055  
Paul L. Roberts, Jr., 111 S. W. Cole Younger Dr., Lee's Summit, Missouri 64082  
John P. Roberts, 111 S. W. Cole Younger Dr., Lee's Summit, Missouri 64082

Until December 31, 2006, or in the event of the death or resignation of any Director of the North Shore Board, the remaining Director(s) shall have full authority to designate a successor or successors. Beginning January 1, 2007, or upon the death and/or resignation of all of the initial Directors of the North Shore Board, the then Owners of a majority of the Lots may elect three (3) new Directors each to serve a term of three (3) years and an instrument describing such act shall be duly recorded in the offices of the Jackson County Recorder and Cass County Recorder.

## ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy percent (70%) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency, body, authority, agency, or