

ARTICLES OF INCORPORATION OF RAINTREE LAKE PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE ONE
NAME**

The name of this corporation is RAIN TREE LAKE PROPERTY OWNERS ASSOCIATION, INC., which corporation is hereinafter sometimes referred to as the "Association."

**ARTICLE TWO
REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Missouri is 501 West Lexington Street, Independence, Missouri, and its registered agent at said address is Richard A. King.

**ARTICLE THREE
DURATION**

The duration of the Association is perpetual.

**ARTICLE FOUR
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots, commercial and industrial units, and common area within certain tracts of property described as: *(please see the Secretary for a copy of the legal description)*.

And, to promote the health, safety and welfare of the residents and the environment within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article Nine herein, and for these purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declarations," applicable to the heretofore described property recorded or to be recorded in the office of the Jackson County, Missouri, Recorder of Deeds at Independence, Missouri, and in the office of the Cass County, Missouri, Recorder of Deeds at Harrisonville, Missouri, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length.
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, and to manage condominium property.
- (c) To 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.
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
 - (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not for Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.
 - (f) The foregoing notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the United States Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE FIVE MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot or in other land where multi-family residential or commercial units are located, or in Developer Owned Acreage, as defined in the heretofore identified Declaration, 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 who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association. Ownership of such lot or other land shall be the sole qualification for membership.

ARTICLE SIX VOTING RIGHTS

The Association shall have three (3) classes of voting membership:

Class A. Class A members shall be all owners of single-family residential lots with the exception of the Developer, as defined in the heretofore identified Declaration. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article Five. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot, except as hereinafter provided for Class C voting rights.

Class B. Class B members shall be all persons or entities other than the Developer owning land upon which multi-family residential units or commercial units have been developed as defined in the heretofore identified Declaration. Class B members shall be entitled to one vote for each multi-family residential unit and one vote for each 5000 square feet or major fraction thereof of floor space in commercial units located upon land in which they hold the interest required for membership in Article Five.

Class C. The Class C member shall be the Developer, which in accordance with the heretofore identified Declaration shall mean RAINTREE LAKE DEVELOPMENT CORPORATION, INC., a Missouri Corporation, and its successors and assigns. The Class C member shall be entitled to five (5) votes for each 5000 square feet, or major fraction thereof, of developed multi-family residential or commercial floor space comprising units upon land in which the Developer holds the interest required for membership by Article Five. The Class C member shall be entitled to one hundred (100) votes for each acre or major fraction thereof Developer Owned Acreage, as defined in the heretofore identified Declaration, in which it holds an interest required for membership by Article Five. Class C membership may be converted to Class A or B, as appropriate, in relation to any parcel or parcels of property at any time, at the option of the Developer, by the delivery of written notice to the President of the Association, and shall in any event cease to exist, and all lots and other land owned by the Developer shall become the subject of Class A or B membership, as appropriate, on January 1, 1994.

ARTICLE SEVEN BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The nine (9) directors shall be elected by classes according to the classes of voting memberships in the Association provided in Article Six. One (1) director shall be elected by Class A members voting at the annual meeting of the Association, one (1) director shall be elected by Class B members voting at the annual meeting of the Association, and seven (7) directors shall be elected by Class C members voting at the annual meeting of the Association. The foregoing notwithstanding, when there shall no longer be any Class C membership in the Association the directors shall be elected as follows: Three (3) directors shall be elected by Class A members voting at the annual meeting, three (3) directors shall be elected jointly by Class A and Class B members voting at the annual meeting without regard to class. All directors shall be elected for a term of one year and shall serve until their successors shall have been elected and qualified. The number of directors elected by each class of members and the duration of the terms of directors may be changed by amendment of the By-Laws of the Association. Any director may be removed from office as provided by the By-Laws of the Association, and in the event of such removal at the creation of a vacancy through other cause, the vacancy created by the Board of Directors shall be filled as provided by the By-Laws of the Association.

ARTICLE EIGHT LIABILITIES AND ENCUMBRANCES

Section 1. Liabilities. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$100,000.00 while there is a Class C membership, and thereafter shall not exceed 150 per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership of each class.

Section 2. Encumbrances. The Association may mortgage real estate which it shall own as a part of the Common Area, or encumber personal property, for the purpose of securing indebtedness which it may incur in accordance with Section 1, next above, with the assent of two-thirds (2/3) of the Class A and B votes cast at a regular or special meeting of the Association and the approval of the Class C member(s), if any.

ARTICLE NINE ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article Four, and so add to its membership under the provisions of Article Five, provided that any such annexation shall have the assent of two-thirds (2/3) of all votes cast without regard to class on the approval of such annexation at a special meeting called for the purpose of considering this question or the annual membership meeting of the Association. At this meeting, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 2. If within ten years of the date of incorporation of this Association the Developer, as heretofore identified, should develop additional lands within the immediate vicinity of, and contiguous to, the heretofore described properties, such additional lands may be annexed to said properties without the assent of any member other than the Developer.

ARTICLE TEN MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of all votes cast, without regard to class, on the approval of such annexation at a special meeting called for the purpose of considering this question or the annual membership meeting of the Association. At this meeting, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE ELEVEN AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer

shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article Six agreeing to such dedication, sale or transfer.

ARTICLE TWELVE DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership, two-thirds (2/3) of the entire Class B membership, and the entire Class C membership, if any. Upon dissolution of the Association, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all of the assets of the corporation by donating them to another not-for-profit association devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

ARTICLE THIRTEEN AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds of each class of membership. *Amended language on 23rd day of May, 1984.*

As long as there is a Class C membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles. *Amended on 23rd day of May, 1984.*

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Missouri, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 24th day of September, 1973.

Wilmer C. Andes
Bob W. Curry
Paul L. Roberts