

ARTICLES OF INCORPORATION

OF

LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.

STATE OF MISSOURI)
) ss.
 COUNTY OF JACKSON)

To: The Secretary of State of the State of Missouri:

WE, the undersigned Incorporators:

Neil F. Gibson
 Nevada, Missouri

Wilmer C. Andes
 17000 Kentucky
 Independence, Missouri

Richard A. King
 501 West Lexington
 Independence, Missouri,

being persons legally competent to enter into contracts for the purpose of forming a corporation under the "General Not for Profit Corporation Act" of the State of Missouri, do hereby associate ourselves together for such purpose, and pursuant thereto do hereby adopt the following Articles of Incorporation.

ARTICLE ONENAME

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

ARTICLE TWOREGISTERED 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 THREEDURATION

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:

A tract of land lying in Sections 7, 8, and 18, Township 48, Range 31, Lee's Summit and Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the South line of the Northwest Quarter of said Section 7, 137.07 feet East of the Southwest corner of said Quarter Section, said point also lying on the East line of Lee's Summit Road as now established; thence South 87 degrees 59 minutes 25 seconds East, 400.00 feet; thence North 2 degrees 46 minutes 37 seconds West, 773.80 feet; thence South 87 degrees 37 minutes 53 seconds West, 378.64 feet to the East line of Lee's Summit Road; thence North 2 degrees 46 minutes 37 seconds West along said East line 479.58 feet; thence South 87 degrees 53 minutes 6 seconds East, 1220.64 feet; thence North 1 degree 37 minutes 39 seconds East, 1342.47 feet; thence South 87 degrees 44 minutes 26 seconds East, 319.37 feet to a point of curve, said curve having a radius of 960.0 feet; thence Easterly along said curve to the right 363.99 feet; thence North 48 degrees 46 minutes 10 seconds East, 140.96 feet; thence North 24 degrees 01 minutes 10 seconds East, 17.41 feet; thence South 87 degrees 44 minutes 26 seconds East, 490.19 feet to a point on a curve, said curve having a radius of 149.53 feet and an initial tangent bearing of South 77 degrees 23 minutes 43 seconds West; thence Southwesterly along said curve to the left 116.81 feet to a point of tangency; thence South 32 degrees 38 minutes 8 seconds West, 42.74 feet; thence South 64 degrees 06 minutes 03 seconds East, 388.38 feet; thence South 74 degrees 12 minutes East, 372.0 feet; thence South 79 degrees 08 minutes 32 seconds East, 205 feet; thence South 10 degrees 51 minutes 28 seconds West, 360 feet; thence South 35 degrees 51 minutes West, 344.5 feet; thence South 84 degrees East, 1554.06 feet; thence North 14 degrees 30 minutes East, 267.59 feet; thence South 79 degrees East, 108.0 feet; thence South 52 degrees 38 minutes 54 seconds East, 486.55 feet; thence South 1 degree 58 minutes 34 seconds West, 375.0 feet; thence South 70 degrees 28 minutes 27 seconds East, 47.33 feet to a point on a curve having a radius of 540.0 feet and an initial tangent bearing of South 19 degrees 31 minutes 33 seconds West; thence Southerly along said curve to the left 165.40 feet to the point of tangency; thence South 1 degree 58 minutes 34 seconds West, 444.07 feet; thence North 87 degrees 33 minutes 21 seconds West, 202.0 feet; thence North 1 degree 58 minutes 34 seconds East, 210.86

feet; thence North 87 degrees 33 minutes 21 seconds West 232.43 feet; thence South 2 degrees 02 minutes 34 seconds West, 315.85 feet; thence South 87 degrees 33 minutes 21 seconds East, 434.80 feet; thence South 1 degree 58 minutes 34 seconds West, 527.33 feet to a point of curve, said curve having a radius of 814.78 feet; thence Southerly along said curve to the left 509.35 feet; thence South 53 degrees 20 minutes 37 seconds West, 402.23 feet to a point of curve, said curve having a radius of 540.70 feet; thence Southwesterly along said curve to the left 479.84 feet to the point of tangency; thence South 2 degrees 29 minutes 48 seconds West, 1010.98 feet to a point of curve, said curve having a radius of 546.63 feet; thence Southerly along said curve to the left 109.68 feet to the point of tangency; thence South 9 degrees East, 48.12 feet to a point of curve, said curve having a radius of 468.94 feet; thence Southerly along said curve to the right 91.85 feet to the point of tangency; thence South 2 degrees 13 minutes 19 seconds West, 10 feet; thence North 87 degrees 46 minutes 41 seconds West, 384.46 feet; thence North 2 degrees 22 minutes 52 seconds East, 627.99 feet; thence North 87 degrees 46 minutes 41 seconds West, 317.50 feet; thence South 2 degrees 22 minutes 52 seconds West, 627.99 feet; thence South 3 degrees 27 minutes 6 seconds East, 39.86 feet; thence South 7 degrees 12 minutes 19 seconds West, 399.25 feet; thence South 1 degree 06 minutes 41 seconds East, 176.58 feet; thence South 12 degrees 07 minutes 41 seconds East, 181.47 feet; thence South 38 degrees 39 minutes 41 seconds East, 284.14 feet; thence South 67 degrees 29 minutes 41 seconds East, 48.0 feet; thence South 2 degrees 02 minutes 19 seconds West, 371.92 feet; thence South 87 degrees 57 minutes 11 seconds East, 749.54 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence South 2 degrees 03 minutes 17 seconds West along the East line of said Quarter-Quarter Section, 1328.88 feet to the Southeast corner of said Quarter-Quarter Section; thence North 88 degrees 05 minutes 31 seconds West along the South line of said Quarter-Quarter Section 1319.13 feet to the Southwest corner thereof; thence North 87 degrees 40 minutes 46 seconds West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 18, 1319.63 feet to the center of Section 18; thence North 88 degrees 01 minutes 38 seconds West along the South line of the Northwest Quarter of said Section 18, 1267.89 feet to the Southwest corner of the Southeast Quarter of said Northwest Quarter; thence North 1 degree 55 minutes 36 seconds East along the West line of the East Half of the Northwest Quarter of said Section 18, 2670.06 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 18; thence South 87 degrees 46 minutes 23 seconds East along the South line of said Section 7, 0.30 feet to the Southwest corner of platted Lake Lee's Summit, Lots 1 through 80; thence North 2 degrees 13 minutes 37 seconds East, 81.50 feet to a point of curve, said curve having a radius of 773.18 feet; thence Northerly along said curve to the left 331.74 feet to the point of tangency;

thence North 22 degrees 21 minutes 23 seconds West, 310.0 feet to a point of curve, said curve having a radius of 1258.90 feet; thence Northerly along said curve to the right 505.31 feet to the point of tangency; thence North 0 degrees 38 minutes 30 seconds East, 687.67 feet; thence North 89 degrees 21 minutes 30 seconds West, 440 feet; thence South 50 degrees 30 minutes West 100.0 feet; thence due West to the East line of Lee's Summit Road as now established; thence Northerly along said East line to the point of beginning. Except the South 413 feet of the West 158.75 feet of the Southeast Quarter of the Southeast Quarter of aforesaid Section 7.

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 "Declaration," applicable to the property recorded or to be recorded in the office of the Jackson County, Missouri, Recorder of Deeds at Independence, Missouri, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein 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 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 within the Properties.

(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 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 that is a record owner of a fee or undivided fee interest in any Lot or of land where multi-family residential, commercial or industrial units are located, or of Developer Owner Acreage, as defined in the heretofore identified Declaration, which is subject by covenants of record to assessment by the Association, including contract sellers, and every person who is an occupant, as heretofore defined, 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 or occupant 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 or occupancy of a single-family dwelling, multi-family residential, commercial or industrial unit.

ARTICLE SIX

VOTING RIGHTS

The Association shall have four (4) classes of voting membership:

Class A. Class A members shall be all owners of single-family residential lots with the exception of the Developers, 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 D voting rights.

Class B. Class B members shall be all persons or entities other than the Developers owning land upon which multi-family residential units, commercial units, or industrial 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 developed floor space in commercial or industrial units located upon land in which they hold the interest required for membership in Article Five.

Class C. Class C members shall be all Occupants, either owners or leasees as defined in Section 13, Article I of the Declaration, of single-family dwellings, multi-family residential, commercial or industrial units in the Properties. Occupants of single-family dwellings or multi-family residential units shall have one vote for the Living Unit they occupy. When more than one person

shall occupy a single-family dwelling or multi-family residential, commercial or industrial unit, all such persons shall be members. The vote for such dwelling on a Lot or unit within the Properties shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such dwelling, multi-family residential unit, nor shall more than one vote be cast for each five thousand (5,000) square feet or major fraction thereof, of occupied floor space in an industrial or commercial unit.

Class D. The Class D members shall be the Developers, which in accordance with the heretofore identified Declaration shall mean ASTRO BUILDING CORPORATION, a Missouri Corporation, and FARM & HOME SAVINGS ASSOCIATION, a Missouri Corporation, and their successors and assigns. Class D members shall be entitled to three (3) votes for each lot in which either (or any) of them holds the interest required for membership by Article Five. Class D members shall be entitled to three (3) votes for each 5000 square feet, or major fraction thereof, of developed residential, commercial or industrial floor space comprising units upon land in which either (or any) of the Developers holds the interest required for membership by Article Five. Class D members shall be entitled to five (5) votes for each acre or major fraction thereof of Developer Owned Acreage, as defined in the heretofore identified Declaration, in which they hold an interest required for membership by Article Five. The two existing Developers shall jointly exercise the voting rights relating to any and all qualifying property owned by either or both of them as they among themselves shall determine, but in no event shall more than the heretofore described number of votes be cast in relation to the lots and other land owned by the Developers. Class D 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 Developers, 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 Developers shall become the subject of Class A or B membership, as appropriate, on January 1, 1984.

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 and the classes from which they are elected 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, one (1) director shall be elected by Class C members voting at the annual meeting of the Association, one (1) director shall be elected by Class

D members voting at the annual meeting of the Association, and five (5) directors shall be elected jointly by Class A, B, C and D members voting at the annual meeting without regard to class. The foregoing notwithstanding, when there shall no longer be any Class D membership in the Association the directors shall be elected as follows: Two (2) directors shall be elected by Class A members voting at the annual meeting, two (2) directors shall be elected Class B members voting at the annual meeting, one (1) director shall be elected by Class C members voting at the annual meeting, and four (4) directors shall be elected jointly by Class A, Class B and Class C 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. The names and addresses of the persons who are to act in the capacity of directors and the class of membership which they shall represent until the selection of their successors are:

<u>Name</u>	<u>Address</u>	<u>Class</u>
Kenneth West	207 Aspen Lee's Summit, Missouri	A
Maynard C. Taber, Jr.	3908 Sequoia Lee's Summit, Missouri	B
Ortrrie Smith	Nevada, Missouri	C
Neil F. Gibson	Nevada, Missouri	D
Richard B. Goodyear	17000 Kentucky Road Independence, Missouri	At Large
William Moore	1021 Grand Avenue Kansas City, Missouri	At Large
Michael Donahue	1021 Grand Avenue Kansas City, Missouri	At Large
Byron Constance	501 West Lexington Independence, Missouri	At Large
Wilmer C. Andes	17000 Kentucky Road Independence, Missouri	At Large

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

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 D membership, and thereafter shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of members entitled to cast two-thirds of the Class A, B and D votes.

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 Class A, B and D votes cast on the question of 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 percent (60%) of all of the votes of the Class A, B and D 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-half (1/2) 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. The foregoing notwithstanding, if within ten years of the date of incorporation of this Association the Developers, 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 by the unanimous vote of all Class D members without the assent of any member other than the Developers.

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 Class A, B and D members voting 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 percent (60%) of all of the votes of Class A, B and D 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-half (1/2) 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 Class A, B and D votes 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 D membership, if any. Upon dissolution of the Association, the Board of Directors shall, after paying or making provision 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. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE THIRTEEN

AMENDMENTS

Amendment of these Articles shall require the affirmative vote of two-thirds (2/3) of the Class A and B members voting on such amendment, without regard to class of membership, and unanimous approval of Class D members, if any.

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 _____ day of _____, 1973.

Neil F. Gibson

Wilmer C. Andes

Richard A. King

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, _____, a Notary
Public, do hereby certify that on the _____ day of _____, 1973,

and _____ personally appeared before me,
and, being first duly sworn by me, severally acknowledged that they
signed as their free act and deed the foregoing document in the respec-
tive capacities therein set forth and declared that the statements there-
in contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the
day and year above written.

Notary Public

My commission expires:
