

**FILED**

JUL 12 2001

*Mat Blum*  
SECRETARY OF STATE

**ARTICLES OF INCORPORATION**

**OF**

**SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC.**

**A Missouri Not-For-Profit Corporation**

I, the undersigned,

DEAN L. KIRBY

219 SW Noel  
Lee's Summit, MO 64063

being a natural person of the age of twenty-one years or more for the purpose of forming a corporation under "The General Not-for-Profit Corporation Act of the State of Missouri" do hereby adopt the following Articles of Incorporation.

**ARTICLE I**  
**NAME**

The name of the corporation is **SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE II**  
**TYPE OF CORPORATION**

This corporation is a mutual benefit corporation.

**ARTICLE III**  
**DURATION**

The period of duration of the corporation is perpetual.

**ARTICLE IV**  
**INCORPORATOR**

The name and place of residence of the incorporator is as follows:

Dean L. Kirby	219 SW Noel
	Blue Springs, MO 64063

**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

The address of its initial registered office in the State of Missouri is 221 West Lexington, Suite 250, P.O. Box 180, Independence, Missouri 64051, and the name of its initial registered agent at such address is Joe F. Willerth.

**ARTICLE VI**  
**BOARD OF DIRECTORS**

The first Board of Directors shall consist of three (3) natural persons, at least one (1) of whom must be a Class A or Class B member or representative of the corporation, their names and addresses being as follows:

Dean L. Kirby	219 SW Noel Lee's Summit, MO 64063
Leland E. Tittle	620 SE 291 Highway Lee's Summit, MO 64063
Dennis George	620 SE 291 Highway Lee's Summit, MO 64063

The Board of Directors shall consist of a minimum of three (3) natural persons, at least one of whom must be a member or representative of said not-for-profit corporation. The other members of the Board of Directors may, but need not, be members of the corporation. The Board of Directors shall have all rights, powers, responsibilities and duties attributed to it by the ByLaws, the recorded Declaration and §355.025 R.S.Mo.

## **ARTICLE VII**

### **MEMBERSHIP**

The corporation does have members. Every person or entity that is a record owner of a fee or undivided fee interest in any lot which is subject to the Covenants of record, including contract sellers, shall be a member of the Association.

## **ARTICLE VIII**

### **DISSOLUTION**

The Association may be dissolved with assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than an incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, and after payment of all debts and satisfaction of all liabilities and obligations of the corporation (or making adequate provision therefore) and after the return, transfer, conveyance of all assets requiring return, transfer or conveyance thereof because of the dissolution of the corporation, any remaining assets of this corporation shall be distributed equally to all members of this corporation in good standing at the time of the commencement of the dissolution proceedings. The foregoing shall constitute the planned distribution upon dissolution of the corporation and is not inconsistent with §§355.661 through 355.746 R.S.Mo.

## **ARTICLE IX**

### **PURPOSE AND POWERS OF THE ASSOCIATION**

The corporation is organized exclusively for the purposes of engaging in activities of a Homeowners Association with regard to the subdivision known as Summerfield of Blue Springs located within the City of Blue Springs, Jackson County, Missouri, and to own, maintain, and administer the common properties and facilities of the Summerfield of Blue Springs subdivision, and to administer and enforce the Covenants and Restrictions; to collect and disburse the assessments and charges created by the Declaration of Covenants, Conditions and Restrictions of Summerfield of Blue Springs filed in the Office of the Recorder of Deeds for Jackson County, Missouri as Document No. 11237288 in Book 12489 at Page 63 thru 71, with respect to the Summerfield of Blue Springs subdivision and to promote the recreation, health, safety and welfare of the residents of the Summerfield of Blue Springs subdivision; and to annex additional properties and may carry out such duties with respect to any properties that become subject to the initial Declaration of Restrictions recorded as Document No. 11237287 covering Lots 1 thru 44 and Tract A in the 1<sup>st</sup> Plat, Lots 45

thru 87 in the 2<sup>nd</sup> Plat, Lots 88 thru 126 in the 3<sup>rd</sup> Plat, and Lots 127 thru 176 and Tract C in the 4<sup>th</sup> Plat, as described all in accordance with the initial Declaration; and to carry out the following duties and powers described in Document No. 11237288:

- (a) 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 and recorded in the Office of the Recorder of Deeds of Jackson County, 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) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection wherewith 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.
- (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.
- (d) 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.
- (e) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any

such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members, unless done by the Developer, Summerfield Development, Inc., or its assigns during the first ten (10) years after incorporation. Annexation of additional properties, mergers, consolidations, mortgaging of the common area and dissolution and amendment of these Articles of Incorporation shall require prior approval of the Housing & Urban Development or Veterans Administration so long as there is a Class B membership.

- (f) Have and 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.
- (g) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
- (h) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places in or near the property.
- (i) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, and gateways, entrances or other features.
- (j) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for

the collection and disposal of garbage and rubbish from the residences of the members.

- (k) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the property.
- (l) To obtain liability insurance insuring the Association.
- (m) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- (n) To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (o) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.
- (p) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to pay taxes on such real

estate as may be so used by it. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(q)

To enter into such agreements with other homes associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

## **ARTICLE X**

### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee simple 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 who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

## **ARTICLE XI**

### **VOTING RIGHTS**

The Association shall have two (2) classes of voting membership:

#### **Class A:**

Class A members shall be the owners with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III of the Declaration and Article IX of these Articles. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall

more than one vote be cast with respect to any Lot.

**Class B:**

Class B members shall be the Declarants. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article III. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- a. At the election of the Declarants; or
- b. On January 1, 2001.

**ARTICLE XII**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Annual Assessments:** The annual assessment is levied by the Association and shall be used to promote the health, safety and welfare of the residents of the properties and for the items itemized in Article V of the Declaration of Covenants, Document No. 11237288, and particularly for the improvement and maintenance of common area, administrative, legal and accounting expenses of the Association, and liability, workers compensation or other insurance deemed necessary and desirable by the Association. The initial annual assessment shall be Fifty and 00/100 Dollars (\$50.00) per year per Lot and shall not exceed the maximum annual assessment of One Hundred Dollars (\$100.00) per Lot provided in Article VI, Section 3, of the Declaration. Assessments for all Lots owned by Declarants under Article VI shall be assessed separately and said Lots shall be exempt from annual assessment until first conveyed to a subsequent owner without regard to assessments imposed against other Lots, residential units or land.

**Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.



**Increase of Assessments:** From and after January 1, 2001, the maximum annual assessment set by the Board of Directors shall be at an amount not to exceed One Hundred Dollars (\$100.00). From and after January 1, 2001, the maximum annual assessment may be increased each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years. From and after January 1, 2001, the Declarants or Board of Directors may increase the maximum annual assessment above that established by the Consumer Price Index by a vote of the members for the next succeeding two years and at the end of each such period of two years for each succeeding period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and bases of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation. The Board of Directors may fix the maximum annual assessment at an amount not in excess of the maximum.

### **ARTICLE XIII AMENDMENTS**

Amendment of these Articles shall require affirmative vote of two-thirds (2/3) of the members voting on such amendment at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

### **ARTICLE XIV AUTHORITY TO DEDICATE**

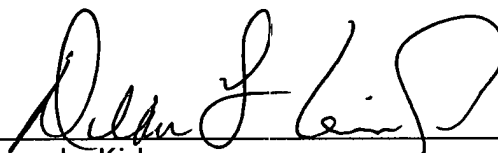
The Association shall have the power to dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members.

### **ARTICLE XV INDEMNIFICATION**

The party, who at any time is, or shall have been a Director or officer of the corporation, and who is made a party or is threatened to be made a party to any

threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such a person is or was a director or officer of the corporation, shall be indemnified by the corporation against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually or reasonably incurred by such director or officer in connection with any such action, suit or proceeding, in the full amount of such expenses, judgments and amounts paid in settlement, except that no indemnity shall indemnify the person on account of such persons conduct which was adjudged to have been knowingly fraudulent, deliberately dishonest or wilful misconduct. The foregoing right of indemnification shall in no way exclude any other rights of indemnification to which any director or officer may be entitled under any law, regulation, order by law, agreement, voter, shareholder or director, or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Missouri, I, the undersigned incorporator of this Association, have executed these Articles of Incorporation this 28 day of JUNE, 2001.

  
Dean L. Kirby

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF JACKSON                )

I, a Notary Public, do hereby certify that on the 28<sup>th</sup> day of JUNE, 2001, before me personally appeared Dean L. Kirby, and being first duly sworn by me, severally acknowledged that he signed, as his free act and deed, the foregoing document in his respective capacities therein set forth, and declared that the statements therein contained are true, to his best knowledge and belief.

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

  
Notary Public

My Commission Expires:  
**JOE F. WILBERT**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
Cass County  
**My Commission Expires: Nov. 5, 2003**

**FILED**

**JUL 12 2001**

  
**SECRETARY OF STATE**

No. N00067130

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

MISSOURI NONPROFIT

WHEREAS, duplicate originals of Articles of Incorporation of  
SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC.

have been received and filed in the office of the Secretary of  
State, which Articles, in all respects, comply with the  
requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the  
State of Missouri, by virtue of the authority vested in me  
by law, do hereby certify and declare this entity a body  
corporate, duly organized this date and that it is entitled to  
all rights and privileges granted corporations organized under  
the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I have set my  
hand and imprinted the GREAT SEAL of  
the State of Missouri, on this, the  
12th day of JULY, 2001.



*Matt Blunt*

\$25.00

Secretary of State