

**ARTICLES OF INCORPORATION FOR A NONPROFIT C**

The undersigned natural person of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopts the following Articles of Incorporation:

**ARTICLE I**

The name of the corporation is the **BEACON HILL HOMEOWNER'S ASSOCIATION**, hereinafter called the "Association".

**ARTICLE II**

The period of duration of the corporation is perpetual.

**ARTICLE III**

The Association is a public benefit corporation.

**ARTICLE IV**

The name and street address of the Registered Agent and Registered Office in Missouri is:

Galen Beaufort, City Attorney  
City of Kansas City, Missouri  
2800 City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106

**ARTICLE V**

The name and street address of the incorporator is:

P. Shawn Hughes  
City of Kansas City, Missouri  
1400 City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106

State of Missouri  
Creation - NonProfit 6 Page(s)



## ARTICLE VI

Section 1. "Association" shall mean and refer to the Beacon Hill Homeowner's Association, a nonprofit Missouri Corporation, or any successor thereof, charged with the duties and obligations set forth herein.

Section 2. "Beacon Hill" shall mean and refer to the Beacon Hill Neighborhood, located within the area from 22nd Street on the north, Troost Avenue to the west, 31st Street on the south--west of The Paseo, and Vine Street on the east--north of 27th Street.

Section 3. "Common Property" shall mean and refer to the improved or unimproved real property, together with the Structures and personal property located thereon in which the Association or the Sponsor owns an interest as designatee for the common use and enjoyment of the Owners, as such areas may be depicted on any recorded subdivision plat of the Property, or portion thereof as "Common Property" or by similar designation subject to the Declaration.

Section 4. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Beacon Hill as the same may from time to time be supplemented or amended.

Section 5. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon any Lot designated and intended for use and occupancy as a residence by a single family or a "family sized" group of person.

Section 6. "Lot" shall mean and refer to any plot or parcel of land subject to the Declaration or any other lot or parcel of land constituting part of the Property and located within Beacon Hill.

Section 7. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot or Living Unit, but shall exclude a person having an interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property subject to the Declaration.

Section 9. "Sponsor" shall mean City of Kansas City, Missouri.

Section 10. "Structure" shall mean and refer to:

- (a) any thing or object, trees and landscape, the placement, size, shape, color, height and quality of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, fence, hedge, sign, appurtenance, or any temporary or permanent improvement to such Lot; and

- (b) any excavation, fill, ditch, diversion dam, retention basin or thing or device which affects or alters the flow of any natural or artificial stream, wash or drainage channel from across any Lot; and
- (c) any change in the grade of any Lot of more than six (6) inches.

**ARTICLE VII  
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, maintenance, operation and repair of the Common Property located in Beacon Hill, including any improvements and amenities located on the Common Property; (ii) the establishment of rules and regulations for the use of the Common Property including any improvements and amenities located on the Common Property; (iii) the distribution among the Owners and the Property of the costs of the use, improvement, maintenance and repair of the Common Property including any improvements and amenities located on the Common Property; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. 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;
- (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 two-thirds(2/3) 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 Property 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 two-thirds (2/3) of the votes of each class of the members; and
- (g) have and exercise any and all powers, rights and privileges which a corporation organized under the Missouri Nonprofit Corporation Act may now or hereafter have or exercise.

### ARTICLE VIII

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership in the Association shall not be transferred, pledged or alienated in any way, except as herein expressly provided. No lessee, or occupant of any residence, except for the immediate family of an Owner in good standing, shall be considered a member of the Association and shall have not rights to the use of any Common Property, or common area amenities. Subject to the provisions of Section 2.02(a) of the Declaration, membership in the Association shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot.

### ARTICLE IX

The Association shall have two classes of voting membership:

- Class A.:** Class A members shall be all Owners with the exception of Sponsor, and shall be entitled to one vote, notwithstanding the number of Lots owned. when more than one person holds an interest in any Lot, all such persons shall be members, however, for purposes of a quorum they shall be treated as a single member. The votes for such members shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- Class B:** The Class B member shall be Sponsor and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
  - (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
  - (b) on the seventh anniversary of the date of the Declaration.

Provided, however, the Class B membership shall be revived (and Sponsor shall again be entitled to three votes for each Lot owned by Sponsor) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by Sponsor exist which, when added to the other Lots then owned by the Sponsor, would result in Sponsor having more than fifty percent (50%) of the votes of the Association were Sponsor to have three votes for each Lot owned by Sponsor instead of only a single vote for each Lot owned by Sponsor.

## **ARTICLE X 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 (except for the first Board 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:

Shomari L. Benton, 2447 Tracy, Kansas City, Missouri 64108  
Cathy Brown, 1304 E. 24<sup>th</sup> Street, Kansas City, Missouri 64108  
Virginia Evans, 2548 West Paseo, Kansas City, Missouri 64108  
Lois Christian, 1400 City Hall, 414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
P. Shawn Hughes, 1400 City Hall, 414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106

These Directors (the "Charter Directors") shall serve for staggered terms with one of the Charter Directors serving for one year, two serving for two years, and two serving for three years and until the annual meeting of the Members at which their successors are elected. In the event of death or resignation of a Charter Director during his/her term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

## **ARTICLE XI DISSOLUTION**

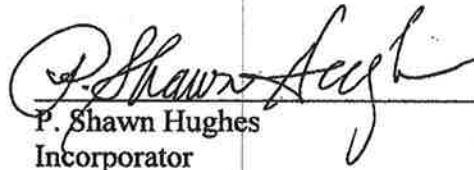
The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or

the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

**ARTICLE XII  
AMENDMENT**

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Sponsor shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation until the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. However, this unilateral right, power and authority of Sponsor may be exercised if and only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of all or any portion of the Property or any Lots for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs. If the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto approve all or any portion of the Property or any Lot for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, the Incorporator has hereunto set his/her hand this 3<sup>rd</sup> day of January, 2007.

  
\_\_\_\_\_  
P. Shawn Hughes  
Incorporator

Subscribed and sworn to before me this 3<sup>rd</sup> day of January 2007.

  
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Notary Public

