

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CERTIFICATE OF RESTATEMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,


*TREMONT MANOR HOMEOWNERS' ASSOCIATION, INC.*  
N00037539

Formerly,

*TREMONT MANOR PROPERTY OWNERS ASSOCIATION, INC.*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Restatement of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Restatement of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are restated in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
16th day of January, 2009.

  
Secretary of State



No. N00037539

**RESTATEMENT OF  
ARTICLES OF INCORPORATION  
OF  
TREMONT MANOR HOMEOWNERS' ASSOCIATION, INC.**

This Restatement of the Articles of Incorporation, adopted September 30, 2008 by vote of the Members at their Annual Meeting, amends the original Articles of Incorporation. These Restatements of the Articles of Incorporation are as follows:

**ARTICLE ONE**

**NAME**

The name of the corporation is changed to TREMONT MANOR HOMEOWNERS' ASSOCIATION, INC., which corporation is hereinafter sometimes referred to as the "Association." The Association shall be a Mutual Benefit Corporation.

**ARTICLE TWO**

**REGISTERED OFFICE AND AGENT**

The address of the Association's registered office in the State of Missouri is 6150 North Mattox Road Kansas City, Missouri, 64151 and the Association's registered agent at said address is Robert Wagner. The Association may, from time to time, change its registered agent and office.

**ARTICLE. THREE**

**DURATION**

The period of duration of the Association shall be 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 lots and common area within certain tracts of property described as:

All that part of the Northeast Quarter (NE 1/ of Section 30, Township 51, Range 33, in Kansas City, Platte County, Missouri, being more particularly described as follows:

Commencing at a point on the South line of said Quarter section which is 693;00 feet East of the Southwest corner thereof, said point being on the easterly boundary of a tract of land approved by Ordinance Number 38916 for a Community Unit Project proposed by August R.Grasis and Biruta Grasis; thence northeasterly on the easterly boundary of said Community Unit Project on a line which deflects to the left 51 degrees, 16 minutes, 20 seconds from the last described course a distance of 245.51 feet (along a meandering line assumed to be a creek, as described in Book T at Page 50 in the Platte County Recorder's Office) to the True Point of Beginning, thence continuing on the Easterly boundary line of said Community Unit Project northeasterly on a line which deflects 85 degrees, 12 minutes, 10 seconds left from the last described course a distance of 792.00 feet (along a meandering line assumed to be a creek, as described in Book T at Page 50, in the Platte County Recorder's Office); thence continuing on the easterly boundary line of said Community Unit Project north easterly on a line which deflects 82 degrees, 00 minutes, 00 seconds right from the last described course a distance of 869.84 feet; thence continuing on the easterly boundary line of said Community Unit Project northwesterly on a line which deflects 46 degrees, 00 minutes, 00 seconds left from the last described course a distance of 165.00 feet; thence northeasterly on said easterly boundary line of said Community Unit Project on a line which deflects 14 degrees, 00 minutes, 00 seconds right from the last described course a distance of 330.00 feet; thence north easterly along said easterly boundary line on a line which deflects 31 degrees, 00 minutes, 00 seconds from the last described course 227.01 feet; thence southeasterly on a line which deflects 131 degrees, 43 minutes, 39 seconds right from the last described course a distance of 120.13 feet to a point of curvature; thence southeasterly on a curve to the left having a radius of 325.00 feet and the last described course as the initial tangent bearing a distance of 393.62 feet; thence southerly on a line which deflects from the final tangent bearing of the last described curve 86 degrees, 00 minutes, 00 seconds right a distance of 345.00 feet; thence easterly on a line which deflects 94 degrees, 15 minutes, 00 seconds from the last described course a distance of 250.00 feet; thence southeasterly on a line which deflects 09 degrees, 15 minutes, 00 seconds right from the last described course a distance of 240.00 feet; thence southerly on a line which deflects 86 degrees, 30 minutes, 00 seconds right from the last described course a distance of 255.00 feet; thence southwesterly on a line which deflects 23 degrees, 15 minutes, 00 seconds right of the last described course a distance of 218.00 feet; thence southwesterly on a line which deflects 22. degrees, 30 minutes 00 seconds left from the last described course a distance of 160.00 feet; thence southwesterly on a line which deflects 15 degrees, 00 minutes, 00 seconds right from the last described course a distance of 90.00 feet; thence southwesterly on a line which deflects 12 degrees, 00 minutes, 00 seconds left from the last described course a distance of 98.00 feet; thence southeasterly on a line which deflects 13 degrees, 45 minutes 00 seconds left from the last described course a distance of 45.00 feet; thence southwesterly on a line which deflects 83 degrees, 30 minutes 00 seconds right of the last described course a distance of 92.00 feet;. thence southwesterly on a line which deflects 08 degrees, 00 minutes, 00 seconds left of the last described course a distance of 160.00 feet; thence southwesterly on a line which deflects 13 degrees, 00 minutes, 00 seconds left of the last described course a distance of 138.00 feet; thence northwesterly on a curve having a radius of 825.00 feet and an initial tangent bearing that deflects 85 degrees, 29 minutes, 52 seconds right of the last described course

a distance of 137.24 feet; thence southwesterly on a line which deflects 97 degrees, 06 minutes, 04 seconds left of the final tangent bearing of the last described course a distance of 195.00 feet; thence south easterly on a line which deflects 82 degrees, 12 minutes, 00 second left of the last described course a distance of 70.00 feet; thence southwesterly on a line which deflects 98 degrees, 12 minutes, 00 seconds right of the last described course a distance of 178.00 feet to the True Point of Beginning.

The above described tract containing 29.99 acres (13061409.16 square feet) more or less, and being subject to all easements, reservations, and restrictions of record.

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 for Tremont Manor (the "Declaration") applicable to the property recorded or to be recorded in the office of the Platte County, Missouri, Recorder of Deeds at Platte City, 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 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.

(c) 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.

(d) To manage, maintain, and control, in accordance with the provisions of the Declaration, as trustee for its members, all Common Area (as defined in the Declaration) and the improvements located thereon; provided that such management and control will at all times be subject and subordinate to that had and exercised by any city, township, county, or state governing body having jurisdiction;

(e) To provide for its members those services which are not available from any local governmental body and which are necessary for the health and safety of the members, such as trash removal, removal of ice and snow from sidewalks and streets, lighting, cleaning and repair of streets, sewers, and drainage facilities, and establishment and maintenance of parks and other landscaped common areas, all as set forth in the Declaration;

(f) To employ such persons from time to time and at any time which its Board of Directors deems necessary and appropriate to carry out the duties of the Association;

(g) To own, lease, sell, or otherwise control such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to pay taxes assessed thereon and on the Common Area;

(h) To levy and collect assessments from its members in accordance with the provisions of the Declaration and to pay all expenses incurred in connection with the exercise of its purposes and duties;

(i) To do all other things necessary and appropriate to accomplish any and all of the purposes set forth herein and in the Declaration, and to exercise all of the general powers of a not-for-profit corporation as set forth in the General Not for Profit Corporation Law of the State of Missouri or any amendments thereto.

(j) 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, as defined in the 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 that 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 which is subject to assessment by the Association.

**ARTICLE SIX**  
**VOTING RIGHTS**

The Association shall have one (1) class of membership:

Members shall all be owners of Lots as defined in the heretofore identified Declaration. 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 ownership of any Lot.

**ARTICLE SEVEN**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of five (5) Directors. The Directors serving on the Board are required to be members of the Association. The number of directors may be changed by amendment of the By-laws of the Association.

The Directors are elected and can be removed as specified in the Bylaws 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 one hundred fifty per cent (150%) 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 (2/3) of the votes.

## **ARTICLE NINE**

### **ANNEXATION OF ADDITIONAL PROPERTIES**

The Association may, at any time, annex additional residential properties and common areas to the proper ties 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 the Members.

## **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 the Members.

## **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 twenty percent (20%) of all eligible votes of the membership 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 membership. 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**  
**INCOME AND ASSESSMENTS**

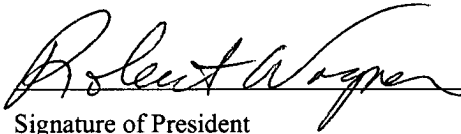
No part of the income of the Association shall be distributable to any member, manager, trustee, or officer, and no part of the Association's net earnings shall inure to the benefit of any member or individual; provided, however, that any member serving the Association as a member of the Board of Directors, an officer, or an employee of the Association or its agents may receive compensation for such services at a reasonable rate to be determined by the Board of Directors and in accordance with the Bylaws of the Association. The Association shall have the right to return to the members their proportionate shares of any excess assessments or fees on an annual basis, but may elect, in the alternative and in the sole discretion of the Board of Directors, to adjust subsequent charges against the membership in order to absorb such excess. The Association shall have the rights and be subject to the limitations set forth in the Declaration with respect to the amounts of assessments, methods of collection, enforcement of collection, and expenditure of the same.

**ARTICLE FOURTEEN**  
**AMENDMENTS**

The Articles of Incorporation may from time to time, and at any time, be amended in whole or in part, changed or repealed, by the unanimous vote of the Board of Directors or by three-fourth (3/4) majority vote of the members of the Association voting by proxy or in person at a regular or special meeting called for such purpose; provided, however, any change in the Articles of Incorporation adopted by the members of the Association may not thereafter be changed by the Board of Directors.

IN WITNESS WHEREOF, for the purpose of filing these Restated Articles of Incorporation under the laws of the State of Missouri, the undersigned, and President of this Association states that the Board of Directors voted unanimously in favor of these Restated Articles of Incorporation, on the 15th day of November, 2008.

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Signature of President

Robert Wagner

Printed Name of President

02-06-2009

Date

Names and Addresses of Original Incorporators:

Bennie Lakey  
6000 North Oak  
Gladstone, MO 64118

Richard A. King  
206 East 30<sup>th</sup> Street  
Kansas City, MO 64108

Stephen M. Price  
8009 Perry  
Overland Park, KS 66204