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ARTICLES OF INCORPORATION  
OF THE  
FOUR COLONIES HOMES ASSOCIATION

(Reprinted: March 2003)

In compliance with the requirements of KSA 17-2901 et seq., the undersigned, all of whom are residents of the State of Kansas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is FOUR COLONIES HOMES ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office and place of business of the Association is located at 79<sup>th</sup> Street and Quivira Road, Lenexa, Kansas.

ARTICLE III

Leo E. Ashner, whose address is 12445 West 97<sup>th</sup> Street Terrace, Lenexa, Kansas, is hereby appointed the initial registered agent of this Association.

ARTICLE IV  
**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 and Common Area within that certain tract of property described as:

Commencing at the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 27, Township 12 South, Range 24 East, Johnson County, Kansas; thence North 00 degrees 07'11" East along the East line of said Section 27, a distance of 1381.55 feet to the TRUE POINT OF BEGINNING; thence North 89 degrees 52'49" West, a distance of 50.00 feet to a point; thence in a Northwesterly direction and on a curve to the right having a radius of 1087.04 feet with a central angle of 17 degrees 21'12", a distance of 329.24 feet to a point; thence North 72 degrees 31'38" West, a distance of 103.57 feet to a point; thence in a Northerly direction and on a curve to the left having a radius of 220.62 feet with a central angle of 42 degrees 15'37" a distance of 158.87 feet to a point; thence in a Northeasterly direction and on a curve to the left having a radius of 361.59 feet and a central angle of 16 degrees 00'00", a distance of 100.98 feet to a point; thence South 45

degrees 35'18" West, a distance of 186.74 feet to a point; thence South 71 degrees 02'45" West, a distance of 104.68 feet to a point; thence South 06 degrees 48'15" West, a distance of 104.68 feet to a point; thence South 06 degrees 48'15" West, a distance of 177.25 feet to a point; thence South 51 degrees 31'49" East, a distance of 155.68 feet to a point; thence in a Southwesterly direction and on a curve to the left having a radius of 398.98 feet and a central angle of 41 degrees 12'31", a distance of 286.96 feet to a point; thence South 11 degrees 50'54" West, a distance of 124.45 feet to a point; thence in a Southwesterly direction and on a curve to the right having a radius of 759.00 feet and a central angle of 25 degrees 45'52", a distance of 341.30 feet to a point; thence East to the East line of said Section 27; thence North 00 degrees 07'11" East along the East line of said Section 27, a distance of 781.55 feet to the Point of Beginning.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Johnson County, Kansas, 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; 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;
- (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) borrow money, and with the assent of two-thirds (2/3) of each class of members 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) 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 two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

- (f) participate in mergers and consolidations with other nonprofit 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 each class of members;
- (g) exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise;
- (h) the corporation shall not have authority to issue capital stock.

#### ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessments 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 an may be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 member (s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening o either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstand in the Class B membership; or
- (b) on June 30, 1975.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of this 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 names and addresses

of the persons who are to act in the capacity of directors until the selection of their successors are:

Travis C. Morgan	14500 W. 79 <sup>th</sup> Street Lenexa, Kansas 66215
Virgil W. Bodine	1912 W. 106 <sup>th</sup> Overland Park, Kansas
Leo E. Ashner	4500 W. 87 <sup>th</sup> Place Prairie Village, Kansas
Ira Crawford	4326 Cromwell Independence, Missouri
Lester B. Foreman	4300 W. 66 <sup>th</sup> Street Prairie Village, Kansas 66208
Charles D. Durbin	11612 E. 38 <sup>th</sup> Terrace Independence, Missouri 64052
Lynn L. McDonald	5815 Central Kansas City, Missouri 64113
Jerald K. Bales	5328 Falmouth Shawnee Mission, Kansas 66208
Robert L. Meeker	10920 W. 66 <sup>th</sup> Terrace Shawnee, Kansas 66203

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. 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 similar purpose.

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ARTICLE IX  
DURATION

The corporation shall exist for one hundred (100) years.

ARTICLE X  
INITIAL CAPITAL

The amount of capital with which this corporation shall commence business is One Thousand Dollars (\$1000.00).

ARTICLE XI  
AMENDMENTS

Amendments of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership.

ARTICLE XII  
INCORPORATORS

The names and places of residence of each of the Incorporators:

Travis C. Morgan	14500 W. 70 <sup>th</sup> Lenexa, Kansas
Leo E. Ashner	4500 W. 87 <sup>th</sup> Place Prairie Village, Kansas
Virgil W. Bodine	9212 W. 106 <sup>th</sup> Overland Park, Kansas

ARTICLE XIII  
FHA/VA APPROVAL

As long as there is a Class B 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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Kansas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8<sup>th</sup> day of April, 1971.

Travis C. Morgan  
Virgil W. Bodine  
Leo E. Ashner

