

ARTICLES OF INCORPORATION
OF
WHISPERING MEADOWS HOMEOWNERS ASSOCIATION

I, the undersigned, being a natural person of the age of eighteen years or more and a citizen of the United States of America, for the purpose of forming a not for profit corporation under the provisions of The Missouri Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation (the "Corporation") is:

WHISPERING MEADOWS HOMEOWNERS ASSOCIATION

ARTICLE II

The Corporation is a mutual benefit corporation.

ARTICLE III

The Corporation is organized exclusively for the purposes of engaging in the activities of a homeowner's association with respect to the Whispering Meadows subdivision located in the City of Independence, Jackson County, Missouri.

Without limiting the generality of the foregoing, the purposes of the Corporation shall include the following:

To own, maintain and administer the community properties and facilities of the Whispering Meadows subdivision; to administer and enforce the covenants and restrictions and collect and disburse the assessments and charges created by the Declaration of Restrictions filed in the office of the Director of Records for Jackson County , Missouri, with respect to the Whispering Meadows subdivision (hereinafter referred to as the "Declaration"); to promote the recreation, health, safety and welfare of the residents of the Whispering Meadows subdivision; and to annex additional properties making such additional properties subject to the Declaration of Restrictions described above all in accordance with such Declaration;

Provided, however, that notwithstanding the foregoing enumeration of particular purposes found in this paragraph, the Corporation shall not engage in any activity which may not be engaged

in by a corporation which is exempt under Section 528(a) of the Internal Revenue Code of 1986, as amended, or the comparable provisions of the Internal Revenue Code then in effect.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The Corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements) in, any political campaign on behalf of (or in opposition to) any candidate for public office.

No part of the net earnings or other assets of the Corporation shall inure to the benefit of any member, director, officer, contributor, or other private individual, having, directly or indirectly, any personal or private interest in the activities of the Corporation.

ARTICLE IV

The Corporation shall have all the powers of a not for profit corporation under The Missouri Nonprofit Corporation Act and the above enumeration of the purposes of the Corporation shall not be construed to limit or be in derogation of such statutory powers; provided, however, that none of the powers of the Corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Corporation.

A. Without limiting the generality of the foregoing, the Corporation shall have all of the following powers and duties, all in accordance with the Declarations:

1. To annex additional land as provided for in the Declaration;
2. To provide for the maintenance, management, repair, improvement, and alteration of all improvements constructed upon the Common Area, Areas of Common Responsibility (as defined in the Declaration), and all other property;
3. To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove there from loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of the Corporation to keep such vacant and unimproved property neat in appearance and in good order;
4. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Corporation, and to pay taxes on such real estate as may be so used by the Corporation, and such taxes as may be assessed against the Common Area;
5. 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;
6. To enter into such agreements with other home associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the

Corporation and to provide such improvements for the benefit of the owners and members of the Association within the purview of the Declaration;

7. To charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
8. To suspend the voting rights and right to use the recreational facilities by any member for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of the Corporation's published rules and regulations;
9. To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for the benefit of the members and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless two-thirds of the Class A membership and two-thirds of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer;
10. To make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of the Common Area for the benefits of all members, their guests and assigns;
11. To establish and collect annual assessments or charges, and special assessments for capital improvements, such assessments to be fixed, established and collected .from time to time as provided in the Declaration;
12. The Corporation may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property , and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or abandonment of the Townhome Unit (as defined in the Declaration);
13. To enforce the covenants and restrictions contained in the Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain viola1jns or to recover damages or both, and against the land to enforce any lien created by the covenants contained in the Declaration.

ARTICLE V

The duration of the Corporation shall be perpetual.

ARTICLE VI

The name and address of the incorporator is:

Name	Address
Robert S. Herman	1100 Main Street, Suite 2001 Kansas City, Missouri 64105

ARTICLE VII

The address of the initial registered office in the State of Missouri is 1100 Main Street, Suite 2001, Kansas City, Missouri 64105. The name of the initial registered agent at said address is Robert S. Herman.

ARTICLE VII

The property and affairs of the Corporation shall be managed by a board of directors. The first board of directors shall consist of three persons, who shall be vested with the power and authority to adopt the initial bylaws of the Corporation and who shall hold office until the first annual meeting of the members and until their successors are duly elected and qualified, all, as provided in the bylaws. The number of members of this board of directors shall be not less, than three and shall be fixed by the bylaws, as amended from time to time at any time after the adoption of the initial bylaws. Directors shall be elected or appointed in the manner and for the terms as provided in the bylaws.

The names and addresses of the persons constituting the first board of directors are:

<u>Name</u>	<u>Address</u>
Larry Klinghoffer	17201 E. 40 Highway, Suite 1031 Independence, Missouri 64055
Scott Altizer	17201 E. 40 Highway, Suite 1031 Independence, Missouri 64055
Yvonne Shugart	17201 E. 40 Highway, Suite 1031 Independence, Missouri 64055

ARTICLE IX

The Corporation shall have two classes of voting membership--Class A and Class B. Class A members shall be all owners of Townhome Units (as defined in the Declaration) in the Whispering Meadows subdivision. Class A members shall be entitled to one vote for each Townhome Unit in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Townhome Unit, all such persons shall be members. The vote for such Townhome Unit shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Townhome Unit. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Townhome Unit in which it holds the interest required for membership by Article III of the Declaration. Upon construction of a Townhome Unit upon a Lot (as defined in the Declaration) and the sale thereof to an Owner (as defined in the Declaration), Declarant shall forfeit its Class B votes with respect to such Lot. The Class B membership of Declarant shall terminate and be converted to Class A membership upon the happening of the first to occur of the following events: (a) Upon the sale of seventy- five percent (75%) of all the Lots planned to be developed within the Townhome Property , as set forth in this Declaration and any supplementary declaration; or (b) January 1, 2005; or (c) When in its sole discretion, Declarant so determines, and upon delivery of written notice of such determination to the Association (as defined in the Declaration). From and after the happening of the first of these events, the Class B Member shall be deemed a Class A Member and shall receive one Class A vote for every three Class B votes outstanding at the time of the termination of the Class B membership.

ARTICLE X

No member, officer or director of the Corporation shall be individually liable for the debts, obligations or any other liabilities of the Corporation.

ARTICLE XI

The Corporation may agree to the terms and conditions upon which any director , officer, employee or agent accepts his office or position and in its bylaws, by contract or in any other manner may agree to indemnify and protect any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the extent authorized or permitted by the laws (including without limitation the statutes, case law and principles of equity) of the State of Missouri.

Without limiting the generality of the foregoing, the Corporation may provide, in the bylaws, for the indemnification of any director, officer, employee or agent substantially to the following effect:

A. Liability and Indemnification of Directors and Officers.

1. Limitation of Liability. No person shall be liable to the Corporation for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by, him as a director, officer, employee or agent of the Corporation in which he serves as a director, officer, employee or agent at the request of the Corporation, if such person (i) exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in the conduct of his own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the Corporation or upon statements made or information furnished by directors, officers, employees or agents of the Corporation which he had no reasonable grounds to disbelieve.

2. Indemnification, Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Article, the Corporation shall indemnify and advance expenses to each person who is or was an officer or director of the Corporation or is or was serving at the request of the Corporation as a director or officer to the full extent permitted by the laws of the State of Missouri as in effect on the date of the adoption of these bylaws and as may hereafter be amended.

3. Right to indemnification. The Corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or , appellate (regardless of whether such action, suit or proceeding is by or in the right of the -Corporation or by third parties) by reason of the fact that such person is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trustee or other enterprise against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, fines and other expenses, actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

4. Enforcement of Indemnification. In the event the Corporation refuses to indemnify any person or persons who may be entitled to be indemnified or to have expenses advanced hereunder, such person or persons shall have the right to maintain an action in any court of competent jurisdiction against the Corporation to determine whether or not such person is entitled to such indemnification or advancement of expenses hereunder. If such court action is successful and the person or persons is determined to be entitled to such indemnification or advancement of expenses, such person or persons shall be reimbursed by the Corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

5. Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to indemnification by the Corporation. In no event shall any advance be made in instances where the board or independent legal counsel reasonably determines that such person would not be entitled to indemnification hereunder.

6. Non-Exclusivity. The indemnification and the advancement of expenses provided by this Article shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the articles of incorporation or these bylaws or any agreement, vote of disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which the Corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer of the Corporation, and as to a person who has ceased serving at the request of the Corporation as a director or officer and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

7. Insurance. Upon resolution passed by the board of directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, agent or employee against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Articles.

8. Amendment and Vesting of Rights. Notwithstanding any other provision of the bylaws or of the Articles of Incorporation, the terms; and provisions of this Article may be amended or repealed and the rights to indemnification and advancement of expenses created hereunder may be changed, altered or terminated only by an amendment to the Articles of Incorporation. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of his election or appointment as a director or officer of the Corporation or serving at the request of the Corporation as a director or officer and while this Article may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

B. Severability.

If any provision of this Article or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Article and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer or director of the Corporation or any person who is or was serving at the request of the Corporation as a director or officer is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the judgments, amounts paid in settlement, attorneys, fees, or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Corporation shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

Article XII

Upon dissolution of the Corporation 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 or conveyance of all assets requiring return, transfer or conveyance thereof because of the dissolution of the Corporation, any remaining assets of the Corporation shall be distributed equally to all members of the Corporation in good standing at the time of the commencement of the dissolution proceedings.

The foregoing shall constitute the plan of distribution upon dissolution of the Corporation.

ARTICLE XIII

The Corporation reserves the right to alter, amend or repeal any provision contained in its Articles of Incorporation in the manner now or hereafter prescribed by the statutes of the State of Missouri, and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 17th day of June 1996.

/s/ Robert S. Herman