

**ARTICLES OF INCORPORATION
OF
THE FOUNTAINS AT RAIN TREE LAKE ASSOCIATION**

I, the undersigned, being a natural person of the age of eighteen years or more and a citizen of the United States, for the purpose of forming a nonprofit corporation under the provisions of the Missouri Nonprofit Corporation Act, do adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation is THE FOUNTAINS AT RAIN TREE LAKE ASSOCIATION, INC., (the "Association").

ARTICLE II

REGISTERED OFFICE

The registered office of the Association is located at 2345 Grand Boulevard, Suite 2100, Kansas City, Jackson County, Missouri 64108.

ARTICLE III

REGISTERED AGENT

KH Corporate Services, Inc., whose address is in-care-of King Hershey, 2345 Grand Boulevard, Suite 2100, Kansas City, Missouri 64108 is appointed the registered agent of the Association.

ARTICLE IV

INCORPORATOR

The name and address of the incorporator is as follows:

Name	Address
Glen Jones	500 S.W. Market Lee's, Summit, Missouri 64063



ARTICLE V

CORPORATION TYPE

The Association is a mutual benefit corporation.

ARTICLE VI

DEFINITIONS

The terms "Association," "Area of Common Responsibility," "Declarant," "Common Area", "Lot," "Owner" and "Villa Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to The Fountains at Raintree Lake, dated September 10, 2003 and recorded September 11, 2003 under Document No. 276320 in Book 002343 at Page 000159 in the Cass County Recorder's Office in Harrisonville, Cass County, Missouri (the "Declaration").

ARTICLE VII

PURPOSES AND POWERS OF THE ASSOCIATION

The Corporation is organized exclusively for the purposes of engaging in the activities of a homeowner's association with respect to The Fountains at Raintree Lake subdivision located in the City of Lee's Summit, Cass 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 Fountains at Raintree Lake 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 Cass County Recorder's Office in Harrisonville, Cass County, Missouri, with respect to The Fountains at Raintree Lake 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.

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 therefore 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 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 67 percent of the Class A membership and 67 percent 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 Lot;
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 violations or to recover damages or both, and against the land to enforce any lien created by the covenants contained in the Declaration.

ARTICLE VIII

MEMBERSHIP

Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE IX

VOTING CLASSES

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 Class A members, however, for purposes of a

quorum they shall be treated as a single member. The votes of such Lot 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(s) shall be the Declarant and shall be entitled to four votes for each Lot owned. The Class B Membership shall terminate and be converted to Class A Membership upon the happening of the first of the following events to occur:

- (a) Upon the sale of 95 percent of all the Lots planned to be developed within the Villa Property, as defined in the Declarations and expanded by any supplementary declaration; or
- (b) January 1, 2012; or
- (c) When in its sole discretion, the Declarant terminates Class B membership by delivery of written notice of such termination to the Association.

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 Initial 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. The names and addresses of the persons who are Initial Directors until the selection of their successors are:

Glen Jones

500 SW Market
Lee's Summit, Missouri 64063

Mary A. Jones

500 SW Market
Lee's Summit, Missouri 64063

Robert A. Johnson

500 SW Market
Lee's Summit, Missouri 64063

These Directors (the "Initial Directors") shall serve until the first annual meeting of the members at which successors of the Initial Directors are elected. In the event of death or resignation of an Initial Director during his term of office, the remaining Initial Directors shall elect a successor Initial Director to fill the unexpired term of such Initial Director.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than 67 percent of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation and after payment of all debts and satisfaction of all liabilities and obligations of the Corporation and after the return, transfer or conveyance of all assets requiring return, transfer or conveyance 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.

ARTICLE XII

DURATION

The Association shall exist perpetually.

ARTICLE XIII

AMENDMENTS

Amendments of these Articles shall require the assent of the holders of 67 percent of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above to the contrary notwithstanding, the Declarant 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 all as from time to time amended or supplemented.

ARTICLE XIV

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

A. 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.

B. 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.

C. 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 interest 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.

D. 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 person shall be reimbursed by the Corporation for all fees and expenses (including without limitation the investigation, defense, settlement or appeal of such action).

E. 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.

F. 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 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.

G. 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.

ARTICLE XV

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 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.

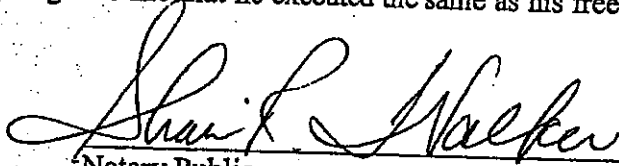
IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of December, 2003.



"INCORPORATOR"

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 18 day of December, 2003, before me, a Notary Public in and for said state, personally appeared GLEN JONES, known to me to be the person who executed the within Articles of Incorporation, and acknowledged to me that he executed the same as his free act and deed.



Notary Public

(Printed Name)

SHARON B. WALKER Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires July 22, 2007

My Commission Expires:



State of Missouri
Office of the Secretary of State
Secretary of State, Matt Blunt

Statement

Invoice Number: 4912588

Invoice Date: 12/22/2003 08:13 AM

Billing Information

KING HERSHEY, A PROFESSIONAL CORPORATION
2345 GRAND BLVD., SU 2100
KANSAS CITY, MO 64108

Product Description	Certification Number	Order Date	Qty	Pages	Item Cost	Extended	Amount Due
KC-Corp Fees - Creation - NonProfit Re: THE FOUNTAINS AT RAINTREE LAKE ASSOCIATION, INC. Contact: KING HERSHEY, A PROFESSIONAL CORPORATION	6294685	12/22/2003	1	1	25.00	25.00	Paid

Beginning Credit Balance:	0.00		
Ending Credit Balance:	0.00	Invoice Total:	\$25.00
Payment Details:		Payment Total:	\$25.00
Check #35993 for \$25.00(6294685:\$25.00,)			
Contact(s): KING HERSHEY, A PROFESSIONAL CORPORATION		Amount Due:	\$0.00

Include invoice number on all correspondence and send to:

UCC Inquiries: Missouri Secretary of State's Office
P.O. Box 1159
Jefferson City, Missouri 65102

To discuss payment for UCC items call:
(573) 751-4628

Corporation Inquiries: Missouri Secretary of State's Office
P.O. Box 1366
Jefferson City, Missouri 65102

To discuss payment for Corporation Items call:
(573) 751-2300