

ARTICLES OF INCORPORATION
OF
HICKORY HILLS
HOME OWNERS ASSOCIATION, INC.
A Missouri Not-For-Profit Corporation

I, the undersigned,

CLINT REDWINE

704 Mulberry Street
Pleasant Hill, MO 64080

being a natural person of the age of twenty-one years or more for the purpose of forming a corporation under "The General Not-for-Profit Corporation Act of the State of Missouri" do hereby adopt the following Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation is **HICKORY HILLS HOME OWNERS ASSOCIATION, INC.**

ARTICLE II
TYPE OF CORPORATION

This corporation is a mutual benefit corporation.

ARTICLE III
DURATION

The period of duration of the corporation is perpetual.

ARTICLE IV
INCORPORATOR

The name and place of residence of the incorporator is as follows:

Clint Redwine

704 Mulberry Street
Pleasant Hill, MO 64080

ARTICLE V
REGISTERED OFFICE AND AGENT

The address of its initial registered office in the State of Missouri is 704 Mulberry Street, and the name of its initial registered agent at such address is Clint Redwine.

ARTICLE VI
BOARD OF DIRECTORS

The first Board of Directors shall consist of three (3) natural persons, at least one (1) of whom must be a Class A or Class B member or representative of the corporation, their names and addresses being as follows:

Diana Redwine	708 Mulberry Street Pleasant Hill, MO 64080
James Redwine	708 Mulberry Street Pleasant Hill, MO 64080
Clint Redwine	704 Mulberry Street Pleasant Hill, MO 64080

Diana Redwine, James Redwine and Clint Redwine, serve at their discretion, and may resign at any time.

The Board of Directors shall consist of a minimum of three (3) natural persons, at least one of whom must be a member or representative of said not-for-profit corporation. The other members of the Board of Directors may, but need not, be members of the corporation. The Board of Directors shall have all rights, powers, responsibilities and duties attributed to it by the ByLaws, the recorded Declaration and §355.025 R.S.Mo.

ARTICLE VII
MEMBERSHIP

The corporation does have members. Every person or entity that is a record owner of a fee or undivided fee interest in any lot which is subject to the Covenants of record, including contract sellers, shall be a member of the Association.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than an incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, 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, conveyance of all assets requiring return, transfer or conveyance thereof because of the dissolution of the corporation, any remaining assets of this corporation shall be distributed equally to all members of this corporation in good standing at the time of the commencement of the dissolution proceedings. The foregoing shall constitute the planned distribution upon dissolution of the corporation and is not inconsistent with §355.661 through §355.746 R.S.Mo.

ARTICLE IX
PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is organized exclusively for the purposes of engaging in activities of a homeowners association with regard to the subdivision known as Hickory Hills located within the City of Pleasant Hill, Cass County, Missouri, and to own, maintain, and administer the common properties and facilities of the Hickory Hills subdivision, and to administer and enforce the Covenants and Restrictions; to collect and disburse the assessments and charges created by the Declaration of Covenants, Conditions and Restrictions of Hickory Hills filed in the Office of the Recorder of Deeds for Cass County, Missouri as Document No. 136290 with respect to the Hickory Hills subdivision and to promote the health, safety and welfare of the residents of the Hickory Hills subdivision; and may carry out such duties with respect to such properties that may become subject to the initial Declaration of Restrictions recorded as Document No. 136290 covering Lots 1 through 65, Lots 67 through 77, Lots 79 through 105, Lots 106 through 125, and Lots 204 through 237, in Hickory Hills, Phase I through Phase V: The incorporator, as developer of Hickory Hills, may, at his option add additional phases under the name Hickory Hills, Rockwell, or such other names as he may choose which said phase shall be a part of and subject to the restrictions and by-laws of the Association.

(a) To enforce, in its own name, any covenants, conditions, or restrictions which may now or may hereafter be imposed upon any of the property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(b) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs, and other landscaping on all streets in public places in or near the property.

(c) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or other features.

(d) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.

(e) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof, and to provide for the maintenance of natural water courses within the property.

(f) To obtain liability insurance insuring the Association.

(g) To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the amount to be determined by the Board of Directors.

(i) To mow, care for and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant land and unimproved property neat in appearance and in good order.

(j) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to pay taxes on such real estate as may be so

used by it. 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.

(k) To enter into such agreements with other Homeowners Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

(l) 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 in the Office of the Recorder of Deeds of Cass County, 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.

(m) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection wherewith 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.

(n) 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.

(o) 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.

(p) Have and 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.

(q) To provide uniform rules and regulations for the collection of

garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.

(r) The Developer, may add additional phases to Hickory Hills in their sole discretion, as long as any additional phase involves property which is continuous thereto.

ARTICLE X VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article II of the Declaration with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article II of the Declaration, and Article VII of these Articles. When more than one person holds such 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 (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to fifty (50) votes for each lot owned for which they hold the interest required for membership in Article III. The Class B member shall be converted to Class A membership at the election of Declarant or when Declarant no longer owns any lots in the subdivision.

ARTICLE XI COVENANTS FOR MAINTENANCE ASSESSMENTS

Annual Assessments: The annual assessment is levied by the Association and shall be used to promote the health, safety and welfare of the residents of the properties and for the items itemized in Article VI of the Declaration of Covenants, Document No.136290, and particularly for the improvement and maintenance of common area, administrative, legal and accounting expenses of the Association, and liability, workers compensation or other insurance deemed necessary and desirable by the Association. Beginning January 1st following the year of conveyance of the first lot, the annual assessment shall be Fifty and no/100 Dollars (\$50.00) per year per lot, and shall not exceed the maximum annual assessment unless increased by the membership. Assessments for lots owned by the Declarant shall be assessed

separately and shall be exempt from annual assessments until conveyed to a subsequent owner.

Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Increase of Annual Assessments: From and after January 1, 2009, the maximum annual assessment shall be set by the Board of Directors. From and after January 1, 2009, the maximum annual assessment may be increased each year without a vote of the membership by not more than ten percent (10%) of the annual assessment for the previous year. From and after the year 2009, the annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each Class members voting in person or by proxy at a meeting duly called for this purpose, written notice shall be sent to the members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

ARTICLE XII **AMENDMENTS**

Amendment of these Articles shall require affirmative vote of two-thirds (2/3) of the members voting on such amendment at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

ARTICLE XIII **AUTHORITY TO DEDICATE**

The Association shall have the 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.

**ARTICLE XIV
INDEMNIFICATION**

The party, who at any time is, or shall have been a Director or officer of the corporation, and who is made a party or is threatened to be made a party to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such a person is or was a director or officer of the corporation, shall be indemnified by the corporation against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually or reasonably incurred by such director or officer in connection with any such action, suit or proceeding, in the full amount of such expenses, judgments and amounts paid in settlement, except that no indemnity shall indemnify the person on account of such persons conduct which was adjudged to have been knowingly fraudulent, deliberately dishonest or wilful misconduct. The foregoing right of indemnification shall in no way exclude any other rights of indemnification to which any director or officer may be entitled under any law, regulation, order by law, agreement, voter, shareholder or director, or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Missouri, I, the undersigned incorporator of this Association, have executed these Articles of Incorporation this 17th day of APRIL, 2008.

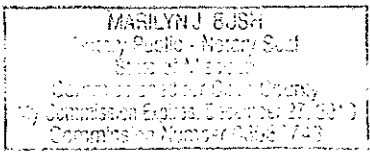


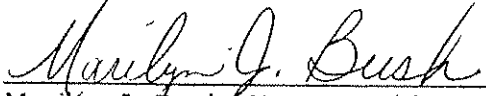
Clint Redwine

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

I, a Notary Public, do hereby certify that on the 17th day of APRIL, 2008, before me personally appeared Clint Redwine, and being first duly sworn by me, severally acknowledged that he signed, as his free act and deed, the foregoing document in his respective capacities therein set forth, and declared that the statements therein contained are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.





Marilyn J. Bush, Notary Public
My Commission Expires: 12-27-10