

COPY

**ARTICLES OF INCORPORATION
OF
DEER VALLEY HOMEOWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a not-for-profit corporation under the Kansas General Corporation Code, adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is: Deer Valley Homeowners Association, Inc. (the "Corporation").

ARTICLE II - REGISTERED AGENT

The address, including street and number, of the Corporation's registered office in the State of Kansas is 14819 W. 95th Street, Lenexa, Kansas 66215. The name of the resident agent at such address is Janet Blair.

ARTICLE III - PURPOSE

The nature of the business or purposes to be conducted or promoted by the Corporation shall be:

A. The Corporation is formed to protect, maintain, improve, operate and administer a homes association in conjunction with the Declaration of Deer Valley to be recorded in the office of the Register of Deeds for Johnson County, Kansas, in (the "Declaration"), and do such things as are provided or contemplated in the Declaration;

B. To engage in any lawful act or activity for which corporations may be organized under the Kansas General Corporation Code.

In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges which are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

ARTICLE IV - STOCK

The Corporation will not have authority to issue stock.

ARTICLE V - MEMBERSHIP

For the purpose of these Articles of Incorporation, the following definitions shall apply:

(a) "Assessments" shall mean any annual assessment, special assessment, maintenance assessment or installment thereof, which is levied on Lots by the Corporation in accordance herewith.

(b) "Developer" shall mean Deer Valley Development, LLC , a Kansas limited liability company, its successors and assigns.

(c) "Lot" means each separate parcel within the Neighborhood, as shown on any recorded plat of all or part of the Neighborhood, which is intended for individual ownership, except any such separate parcel included within the Common Facilities, provided however, that if an Owner other than the Developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be constructed, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(d) "Neighborhood" means Lots 1-51 inclusive and Tract A-C of Deer Valley First Plat, a subdivision in the City Overland Park, Kansas filed for record on November 29, 2004 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200410 at Page 011240 and all future Lots platted in the Deer Valley Subdivision.

(e) "Owner" means each person or persons and/or entity or entities who may from time to time own fee simple title to any Lot, including the Developer, but excluding those having such interest merely as security for the performance of an obligation.

The conditions of membership are not fixed by the Bylaws. The conditions of membership are as follows:

A. Developer shall be a member of the Corporation by virtue of Developer's ownership of Lots within the Neighborhood. Developer shall have thirty (30) votes in the Corporation for each Lot for which Developer holds fee simple title. Each other Owner shall, upon acquisition of fee simple title to any Lot, automatically become a member of the Corporation. Each Owner shall be entitled to one (1) Corporation membership and shall have one (1) vote in the Corporation for each Lot in which the Owner holds the interest required for membership and upon which the member shall not be delinquent in the payment of Assessments. Each Owner shall give notice to the Corporation of the name and address of the individual who will hold the Corporation membership for such Owner. If an Owner (other than Developer) is comprised of more than one person and/or entity, they shall designate one of their number to hold the Corporation membership, and each member (other than Developer) must be (1) an individual who is an Owner, or (2) if the Owner is or includes a partnership, an individual who is a partner, or (3) if the Owner is or includes a corporation, an officer of the corporation, or (4) if the Owner is or includes a trust, an individual who is a trustee or beneficiary of the trust, or (5) if the Owner is or includes a limited liability company or an association, an individual who is a member or manager of the limited liability company or association.

B. A membership in the Corporation shall not be transferred, pledged or alienated in any way by any Owner other than Developer except as expressly provided in the Articles and the Declarations. Subject to the provisions concerning conditions of membership, membership in the Corporation shall automatically be transferred to the new Owner upon the transfer of fee simple title to the Lot to which the membership appertains, whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot; however, the Corporation shall not be responsible for providing notices to the new member under this Declaration until notice of the transfer and of the name and address of the new member has been given to the Corporation.

C. Notwithstanding the foregoing provisions, if an Owner has granted an irrevocable proxy or otherwise pledged the voting rights appurtenant to such Owner's membership in the Corporation to a mortgagee as additional security, the votes of such mortgagee shall be recognized if a copy of the proxy or other instrument pledging such voting right has been provided, the Corporation shall recognize the rights of the mortgagee under the instrument first provided.

D. If any lender to which Developer assigns as security all or substantially all of Developer's rights under this Declaration shall succeed to Developer's interest by virtue of such assignment, the voting rights of Developer as set forth herein shall not be terminated by such assignment, and such lender shall hold Developer's membership and voting rights on the same terms as they were held by Developer.

ARTICLE VI - POWERS AND DUTIES

A. In addition to the powers granted by law, the Corporation shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board of Directors to carry out and effectuate the purposes of the Declaration and shall have the duties as provided in the Declaration.

ARTICLE VII - INCORPORATOR

The name and mailing address of the incorporator are as follows:

<u>Name</u>	<u>Address</u>
Allen W. Blair	1201 Walnut, Suite 2800 Kansas City, Missouri 64106

ARTICLE VIII - INITIAL DIRECTORS

The property and affairs of the Corporation shall be managed by a board of directors. The number of directors of the Corporation shall be fixed by, or in the manner provided in, the Bylaws. The names and mailing addresses of the persons who are to serve as the initial directors of the Corporation until the first annual meeting of the members of the Corporation or until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Clay C. Blair, III	14819 W. 95 th Street Lenexa, Kansas 66215
Janet Blair	14819 W. 95 th Street Lenexa, Kansas 66215
Frank Dean	14819 W. 95 th Street Lenexa, Kansas 66215

ARTICLE IX - EXISTENCE

The duration of the Corporation shall be perpetual.

ARTICLE X - BYLAWS

The original Bylaws of the Corporation shall be adopted in any manner provided by law. Thereafter, the bylaws of the Corporation may from time to time be altered, amended or repealed, or new bylaws may be adopted, in any of the following ways: (i) by a majority of the members of the Corporation; or (ii) by a majority of the full board of directors, and any change so made by the members may thereafter be further changed by a majority of the directors,

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 Kansas.

ARTICLE XI - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the members herein are granted subject to this reservation; provided, however, that any alteration, amendment, change or repeal of any provision contained in these Articles of Incorporation must be approved by not less than a majority of the members of the Corporation at a meeting thereof.

The undersigned declares, under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. Executed this 14th day of April, 2005.

A handwritten signature in cursive script, appearing to read "Allen W. Blair", with a long horizontal flourish extending to the right.

Allen W. Blair, Incorporator