

**ARTICLES OF INCORPORATION  
OF  
GOPPERT ACRES HOMES ASSOCIATION, INC.**

The undersigned, ZACHARY L. ENTERLINE, being a natural person over the age of eighteen (18) years and a citizen of the United States, for the purpose of forming a corporation under the General Not-For-Profit Corporation Act, does hereby adopt the following Articles of Incorporation:

**ARTICLE I  
NAME / DURATION / REGISTERED OFFICE / REGISTERED AGENT**

- I. The name of the corporation is: GOPPERT ACRES HOMES ASSOCIATION, INC.;
- II. The period of duration of the corporation is perpetual;
- III. The address of its initial Registered Office in the State of Missouri is 3304 North East Ralph Powell Road, Lee's Summit, MO 64064, and the name of its initial Registered Agent at said address is Zachary L. Enterline;

**ARTICLE II  
MUTUAL BENEFIT CORPORATION**

The Corporation is a mutual benefit corporation.

**ARTICLE III  
INCORPORATOR**

The name and address of the incorporator is as follows: Zachary L. Enterline, 3304 N.E. Ralph Powell Rd, Lee's Summit, MO 64064

**ARTICLE IV  
MEMBERS**

Except for the Declarant, membership in the Association shall be limited to persons or entities who are record owners of the fee interest or of any undivided portion of the fee interest in any Lot of Goppert Acres as Class A or Class B members as defined in the Declarations and which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of any obligation shall not be members. Membership shall be appurtenant to any may not be separated from ownership of a Lot.

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No member of the Association shall be individually or personally liable for the debts, liabilities, or obligations of the Association.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

The affairs of Goppert Acres Homes Association, Inc., shall be managed by a board of directors (the "Board of Directors"). The number of directors to constitute the Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of Goppert Acres Homes Association, Inc., as amended from time-to-time, provided that in no event shall such number be less than three (3). No officer or director of the Association shall be individually or personally liable for the debts, liabilities, or obligations of the Association.

## **ARTICLE VI**

### **PURPOSE AND POWERS OF THE ASSOCIATION**

The purpose for which the Association is formed is to act as a nonprofit homes association within the meaning of Internal Revenue Code Section 528 for the benefit of property owners in the subdivision located in Lee's Summit, Jackson County, Missouri, commonly known as "Goppert Acres" composed of the following described lots, to wit:

Goppert Acres, Lots 1A-1F and Tract A, A Major Subdivision in the City of Lee's Summit, Jackson County, Missouri, Part of the Northwest ¼ of Section 18, Township 47 North, Range 31 West.

and for the property owners in any other area or areas which may be brought within the jurisdiction of the Association as provided in the Declarations and for this purpose to:

- a) Exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles and the Bylaws of the Association, as amended from time to time, and in that certain Declarations of Covenants, Conditions and Restrictions of Goppert Acres Homes Association recorded in the Jackson County Recorder of Deed Office, as amended and supplemented from time to time;
- b) Fix, levy, collect and enforce, by any lawful means, payment of all charges and assessments made pursuant to the terms of the Declaration or Bylaws of the Association; pay all expenses in connection therewith and all other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes, or governmental charges;



- c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, or dispose of real or personal property in connection with the affairs of the Association; and
- d) Have and exercise any and all powers, rights, and privileges which a corporation organized not-for-profit under the laws of the State of Missouri may now or hereafter have or exercise; provided however, that none of the powers of the Association shall be exercised to carry on activities which are not in furtherance of the purpose for which the Association is formed.

## **ARTICLE VII**

### **DISSOLUTION**

Upon the dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for religious, charitable, scientific, literary, or educational purposes, either by direct distribution or by distribution to one or more organizations qualified under Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by the Circuit Court in the county in the State of Missouri in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for the purposes set forth herein. Any distributions pursuant to a dissolution will be made, to the extent possible, in a manner that avoids the tax under Section 507 of the Code. Any distributions pursuant to this article shall be for the purposes set forth in Article VI.

## **ARTICLE VIII**

### **AMENDMENTS: CERTAIN ACTIONS**

The Article and Bylaws may only be amended by a vote of at least two-thirds of the directors in the office. Notwithstanding the foregoing, (i) no provision of the Articles or Bylaws which describes or relates to the applicability of the Sunshine Law may be amended except with the approval of the Attorney General, and (ii) no provision of the Articles or Bylaws requiring a super majority vote for any action may be adopted or amended without the vote of least that number of directors that would be required to take the action referred to in the provision in question. Notwithstanding anything in this article to the contrary, at any time a majority of the directors then in office may amend these Articles of Incorporation without the consent of the Attorney General for the sole purpose of changing the name of the Corporation.

## **ARTICLE IX**

### **IMMUNITY**

No director of Goppert Acres Homes Association, Inc., shall be individually liable for the debts or any other liabilities of Goppert Acres Homes Association, Inc. Any officer or director who is not compensated for his or her services on a salary or pro-rated equivalent basis shall be immune from personal liability for any civil damages arising from acts performed in his or her official capacity. The immunity shall extend only to such sanctions for which the person would not otherwise be liable but for his or her affiliation with Goppert Acres Homes Association, Inc. This immunity shall not apply to intentional conduct, wanton or willful conduct or gross negligence. Nothing herein shall be construed to create or abolish an immunity in favor of Goppert Acres Homes Association, Inc., itself.

## **ARTICLE X**

### **INDEMNIFICATION**

Each director and officer of Goppert Acres Homes Association, Inc., shall be indemnified by Goppert Acres Homes Association, Inc. against all reasonable costs and expenses, including counsel fees, actually and necessarily incurred by or imposed upon that person or that person's estate in connection with the defense of any action, suit or proceeding to which such person shall be made a party by reason of such person's being or having been a director or officer of Goppert Acres Homes Association, Inc., (whether or not that person continues to be a director or officer at the time of incurring such costs or expenses), except in relation to any matter as to which such person shall be adjudged in any such action, suit or proceeding, without such judgment being reversed, to have been liable for negligence or misconduct in the performance of such person's duties as such director or officer. In the event of the settlement of any such action, suit or proceeding, prior to the final judgment, Goppert Acres Homes Association, Inc., shall also make reimbursement for paying of the costs, expenses and amounts paid or to be paid in settling any such action, suit or proceeding when such settlement appears to be in the interests of Goppert Acres Homes Association, Inc., in the opinion of the majority of the directors who are not involved, or if all are involved, in the opinion of independent legal counsel selected by the Board of Directors. No director or officer of Goppert Acres Homes Association, Inc., shall be liable to any other director or officer or other person for any action taken or refused to be taken by that person as director or officer with respect to any matter within the scope of that person's official duty except such action or neglect or failure to act shall constitute negligence or misconduct in the performance of that person's duties as director or officer.

Notwithstanding the foregoing, all officers and directors shall receive the benefit of indemnification to the full extent allowed under Sections 355.461 through 355.501 of the Missouri Nonprofit Corporation Act, as amended from time to time. Such indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Articles of Incorporation or the Bylaws of Goppert Acres Homes Association, Inc., or any agreement, vote of disinterested directors, or otherwise.



**ARTICLE XI**  
**BYLAWS**

Bylaws of Goppert Acres Homes Association, Inc., may be adopted or amended by the directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles of Incorporation.

**ARTICLE XII**  
**EFFECTIVE DATE**

The effective date of this document is the date it is filed with the Secretary of State of Missouri.

In affirmation of the facts stated above, I have hereunto subscribed by name as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020. The undersigned understands that false statements made in this filling are subject to the penalties provided under Section 575.040 RSMo.

\_\_\_\_\_  
Zachary L. Enterline, INCORPORATOR

**VERIFICATION**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

I, \_\_\_\_\_, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, that Zachary L. Enterline, did personally appear before me and being first sworn, severally acknowledged he signed the foregoing Articles of Incorporation as his free act and declared the statements contained therein are true to his knowledge.

\_\_\_\_\_  
Notary Public

My commission Expires:

**BY-LAWS  
OF  
GOPPERT ACRES HOMES ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is GOPPERT ACRES HOMES ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Jackson County, Missouri, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to GOPPERT ACRES HOMES ASSOCIATION, INC., a not-for-profit Missouri corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to the pond any part of the property set aside pursuant to any recorded deed of the property by the developer to the Association for the common use and enjoyment of members of the Association.

Section 3. "Developer" shall mean and refer to Dusty and Kristina Goppert, and their successors or assigns.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Goppert Acres, recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, by Developer as Document No. \_\_\_\_\_, recorded the \_\_\_\_ day of \_\_\_\_\_, 2020, and any amendments or additions thereto as authorized by the membership.

Section 5. "Lot" shall mean and refer to any plot or parcel of land shown on the plat or plats or subdivision map of any part of the property or any Lot or parcel of land constituting part of the property.

Section 6. "Owner" or "Member" shall mean and refer to the record owner in fee simple of any Lot, whether they be Class A voting member or Class B non-voting member.

Section 7. "Street" shall mean any public street, road, terrace, circle or boulevard shown in the recorded plat of all or any part of the subdivision

Section 8. "Mortgage" shall mean a conventional mortgage or Deed of Trust.

Section 9. "Mortgagee" shall mean the holder of a conventional mortgage or beneficiary under a holder of Deed of Trust.

Section 10. "Properties" shall mean and refer to that real property described in the Declarations and any additions thereto as may hereafter be brought within the jurisdiction of the Association and the restrictions of the Covenants.

Section 11. "Approving Party" shall mean, prior to the transfer of one hundred percent of the lots, the Developer, and subsequent to the transfer of one hundred percent of the lots, the Homes Association through its Board of Directors.

### **ARTICLE III**

#### **MEMBERSHIP**

Section 1. Members. Every person or entity that is an owner of record of a fee or undivided fee interest in any lot or of land where single family residential units are located, or of Developer owned acreage, which is subject by covenants of record to assessment by the Association, including contract sellers and every person who is an occupant, as heretofore defined, shall be either a Class A voting member of the Association or a Class B non-voting 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. No owner or occupant shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association or occupancy of a single family dwelling or residential unit.

Section 2. Suspension of Membership. In accordance with Article IX of these By-Laws, during any period in which a Member shall be delinquent in the payment of any annual or special assessment levied by the Association,



or any other amount due to the Association, the voting and other rights of the member to use of the Association facilities may be suspended by the Board of Directors until such assessment or amount due has been paid.

## **ARTICLE IV**

### **RULES AND REGULATIONS**

Section 1. Enforcement. The Board of Directors may from time to time promulgate rules and regulations as hereinafter provided to govern the use of the common area and facilities, the conduct of members and their guests, and compliance with the Declaration of Covenants, Conditions and Restrictions filed of record relating to the use of land or improvements within the properties, the control of architecture within the properties, or other measures necessary to insure the health, safety and welfare of the residents. The rules and regulations shall be effective ten (10) days after notice of enactment is mailed to members.

Section 2. Sanctions. Members violating duly promulgated rules and regulations shall be subject to sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but are not limited to, suspension of membership, the right to use or enjoy the common area for a period not to exceed ninety (90) days per violation, the assessment of fines not to exceed Fifty Dollars (\$50.00) per violation. Such fines, as well as costs and attorney's fees expended in collecting fines or enforcing suspensions shall be considered as special assessments in accordance with the Declaration, and shall become a lien against any lot, unit or land owned or occupied by any violator.

Section 3. Right of Appeal. Members shall have ten (10) days following the notice of any infraction or fine to appeal same to the Board of Directors. Such appeal must be made in writing and will be heard by the Board at its next scheduled meeting. If no hearing is requested within ten (10) days after the preliminary decision of the Board, said decision shall become final.

## **ARTICLE V**

### **PROPERTY AND VOTING RIGHTS**

Section 1. Use and Delegation of Use. Class A members shall be entitled to the use and enjoyment of the common area and facilities as provided in the Declaration. Any Class A member may delegate his rights of enjoyment of the common area and facilities to members of his family, his



tenants or contract purchasers who reside on the property. Such member shall notify the secretary in writing of the names of the delegees. The rights and privileges of such delegees are subject to suspension to the same extent as those of the member.

Section 2. Fees, Charges and Fines. In accordance with Article IV of these By-Laws, the Association may charge reasonable admission and other fees for the use of any Association facility situated upon common area, and may assess fines and charges for abuse of the privileges of using the common area.

Section 3. Voting Rights. Class A members shall be entitled to one (1) vote for each dwelling owned. When more than one (1) person owns any interest in any dwelling, all such persons shall be members; however, they shall collectively exercise the one (1) vote with respect to any dwelling.

The Class B members shall not have any voting rights in the Association's affairs.

## **ARTICLE VI**

### **MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the same day of the month each year set by the Board of Directors. The date for the annual meeting may be changed by a vote of the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Unless otherwise required in the Declaration,

the Articles of Incorporation or by these By-Laws, the presence at the annual meeting of members or of proxies entitled to cast three fourths (3/4) of the Class A vote shall constitute a quorum for any action. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 above, and the required quorum, at any such subsequent meeting, shall be the same as required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy or by proxy form authorized by the Board of Directors for submission through the internet under procedures outlined and approved by the Board of Directors. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

## **ARTICLE VII**

### **BOARD OF DIRECTORS**

Section 1. Selection/Term of Office. The affairs of the Association shall be managed by a Board of three (3) Directors who shall be Class A members. At the first membership meeting three (3) Directors shall be elected, one (1) of whom shall serve a three (3) year term; one (1) of whom shall serve a two (2) year term, and one (1) of whom shall serve a one (1) year term. Thereafter at each successive annual meeting the membership vacancies on the Board shall be filled by annual election for a three (3) year term with the number of Directors to be remain at three (3) who shall serve until their successors have been elected and qualified, unless changed in conformity with the Articles and By-Laws of the Association.

Section 2. Method of Nomination. Nominations for Directors shall be made from the floor at the annual meeting. Such nominations may be made from among the members, for the number of vacancies existing on the Board.

Section 3. Election. After the first election of Board of Directions, election to the Board of Directors shall be for a three (3) year term and shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VIII**

### **MEETING OF THE BOARD OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than twenty-four (24) hours notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE IX**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of

the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations as well as the Declarant and/or Board of Directors shall have the power to assess fines as defined in Article II, Section 2.04 of the Declaration of Covenants, Conditions and Restrictions.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment



period; and (3) the right of the Association to file and/or foreclose the lien, if necessary, against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the delinquent assessment, if necessary, at the discretion of the Board of Directors.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the common area to be maintained.

(h) Carry out such additional powers and duties as assigned to the Board pursuant to the Homes Association provision of the Declaration of Covenants recorded as Document No.

, recorded on 2020.

## **ARTICLE X**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of the Association shall be a president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold

office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

(b) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, if any; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular



annual meeting, and deliver a copy of each to the members. If the president is not present at the annual membership meeting, regular meeting, special meeting or directors' meeting, the treasurer shall preside.

## **ARTICLE XI**

### **COMMITTEES**

The Board of Directors may appoint Committees as deemed appropriate in carrying out its purposes.

## **ARTICLE XII**

### **INDEMNIFICATION**

Every officer, director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved, as a party or otherwise, by reason of having been an officer or member of the Association, whether or not he continues to be such an officer, director or member of the Association at the time of the incurrence or imposition of such costs, expenses or liabilities, except in relation to matters in which he shall finally be adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in absence of adjudication, such liability by opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law, and shall inure to the benefit of the legal representatives of each person.

## **ARTICLE XIII**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.

## **ARTICLE XIV**

### **ASSESSMENTS**

By the Declaration, each Class A member is deemed to covenant and agree to pay to the Association, annual and special assessments, and each Class B member is deemed to covenant and agree to pay to the Association any special assessment, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, interest from the date of delinquency at the current judgment rate as provided in the laws of the State of Missouri shall be assessed until paid in full, and the Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property through proceedings in any court having jurisdiction of suits for enforcement of such liens. Provided, however, the lien for assessments herein shall be subordinate to the lien of any preexisting first Deed of Trust placed on any land subject to assessment and such liens may be recorded, shall run with the land and shall become due and payable in the event of transfer or refinancing of any Lot subject to an assessment lien. In any action to recover assessments, Owner shall be responsible for interest, costs and attorney's fees in any such action in addition to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

## **ARTICLE XV**

### **AMENDMENTS**

These By-Laws may be amended (a) by a vote of two-thirds (2/3) of the directors at any meeting of the Board of Directors called for that purpose, providing notice of the meeting and the proposed amendments has been given to the members at least fifteen (15) days prior to the meeting, or (b) at an annual meeting of the members by a majority vote, with a quorum of members present in person or by proxy. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



**ARTICLE XVI**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Summit Crossings Homeowners Association, Inc., have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GOPPERT ACRES HOMES  
ASSOCIATION, INC.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

STATE OF MISSOURI    )  
                                  )ss:  
COUNTY OF CLAY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to be known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Goppert Acres Homes Association, Inc., a Missouri not-for-profit corporation; and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary