

## Acknowledgment and Ratification

The undersigned Purchaser hereby makes the following acknowledgements, ratifications, and agreements this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Closing Date") to minimize the possibility of misunderstandings at the closing of its purchase of Condominium Unit \_\_\_\_ and, if applicable, Garage Unit \_\_\_\_ (collectively, the "Unit"), in Table Rock Shore Resort Condominium, in Stone County, Missouri (the "Condominium"), from ST PROPERTIES, LLC, a Missouri limited liability company (the "Seller") in accordance with the Residential Sale Contract or Condominium Purchase Agreement, as the case may be, entered into by and between Purchaser and Seller, dated \_\_\_\_\_ (the "Contract");

1. Purchaser acknowledges that Purchaser has received, read, and understands the "Declaration of Table Rock Shore Resort Condominium" (the "Declaration") containing a summary of the covenants and restrictions affecting the Condominium. Capitalized terms used in this document will have the meanings ascribed to those terms in the Declaration, unless context otherwise dictates.
2. Purchaser acknowledges that upon Closing, Purchaser will be a member of Table Rock Shore Resort COA, Inc., a Missouri nonprofit corporation (the "COA"), which is comprised of Purchaser and other Owners, and Purchaser agrees to pay, and will be responsible for the payment of, all assessments, fines, fees, and costs to the COA as provided for in the Declaration, the By-Laws and Articles of Incorporation of the COA, and Missouri law (collectively, the "Assessments"). Current monthly Assessments for all Units are shown on Exhibit "A" hereto and may be adjusted periodically by the COA Board of Directors, in accordance with the Declaration and the By-Laws of the COA.
3. Purchaser acknowledges that certain items are not included in the Assessments, or collected for or paid by the COA, including but not limited to real estate taxes on Units; personal property taxes on Boat Slips; individual insurance on Units, Dwellings, Boat Slips and personal property; utilities; and other charges to be paid or payable by an Owner under the Declaration. Furthermore, Purchaser acknowledges that Purchaser will be responsible for payment of any fees, charges, costs, expenses, liabilities, damages, or other similar expenses and services which the COA is not required to pay.
4. Purchaser acknowledges that the COA will perform all maintenance and upkeep on the Common Elements, Limited Common Elements (other than Boat Slips), and Condominium Unit Ground Surfaces. However, the cost of any work, maintenance, repair, or replacements performed to Purchaser's Dwelling, to the interior of Purchaser's Garage Unit, or to Purchaser's Boat Slip, or to repair damage caused by Purchaser (or their guests), will be the responsibility of the Purchaser.
5. Purchaser acknowledges that some amenities may be provided to Owners in the Condominium by reason of contracts, understandings, or leases with third parties, and that such amenities will not be owned by the COA nor will they be assets of the COA. The COA may, however, be responsible for the cost of insurance, maintenance, upkeep, and operating expenses of such amenities, which cost (if any) will be assessed to Owners as part of the Common Expense Charge.
6. Purchaser acknowledges that the Unit is equipped with multiple ductless mini split air to air heat pumps. Each of these units combines multiple indoor and multiple outdoor units, providing flexible climate control for specific rooms or zones in the dwelling. Mini-split systems operate at a lower decibel than HVAC systems, causing less banging and rattling noises throughout your home and usually allow reduced energy bills by only heating and cooling the spaces currently occupied. This type of energy efficiency is unlike traditional HVAC units, which provide the same temperature throughout the entire dwelling. Mini-split systems can work effectively in a wide range of temperatures, including both extreme cold and hot weather. However, climate conditions and the specific capabilities of the system may influence their performance. In extreme cold weather the heating efficiency significantly decreases when outdoor temperatures drop below 35 degrees, meaning it may struggle to keep the dwelling warm enough and could require supplemental heating sources to maintain comfortable temperatures. This is because the heat pump extracts heat from the outside air, which becomes less available in frigid

conditions. As soon as the outdoor temperature drops below 35 degrees, the heat pump efficiency deteriorates. The system will strain to keep the home warm inside when the temperature outside falls below zero degrees Fahrenheit.

7. Purchaser acknowledges that the ownership and use of a Unit and/or Boat Slip will be subject to the Declaration as well as the By-Laws and Rules and Regulations of the COA.
8. Purchaser acknowledges that the following:
  - (a) Purchaser has been given the opportunity to review the Declaration, the By-Laws of the COA, and the Rules and Regulations of the COA (or pro formas thereof).
  - (b) The purchase of the Unit will not create a financial hardship for Purchaser, it is not subject to the sale of any other property, nor was it based on any high-pressure sales tactics.
  - (c) Purchaser must give notice to the COA of any sale, rental, or lease of the Unit, and must provide notice to any subsequent buyer of the Unit of the duties and obligations of COA Members, including the rights retained by the Declarant under the Declaration.
  - (d) The use of signs, including "for sale" or "for rent" signs, are prohibited except for by the Declarant and COA.
9. **Purchaser acknowledges no representation was made that the purchase of the Unit would provide investment potential or tax advantages and no representation has been made as to the amount of any rental income, the number of nights the Unit will be rented, or the average daily rental price.**
10. Purchaser acknowledges that Purchaser had an opportunity to make a walk-through and inspect the Unit before Closing, that Purchaser is satisfied with the condition of the Unit, the fixtures, all personal property located therein, and that a list of all items needing attention or correction, if any, have been corrected to Purchaser's satisfaction and approval.
11. Purchaser acknowledges that, as of the Closing Date, the Unit is in good and working order, suitable for ordinary residential use, and after inspection has found no defective materials or defects in construction or engineering other than the items on the Punch List which will be corrected as described on the Punch List.
12. Purchaser acknowledges that Purchaser has received and executed a document entitled "Statutory Warranty Agreement" which described in detail all of the warranties that the Seller agreed to provide. It also clearly described certain limitations and disclaimers of warranty, and that those warranties, limitations, and disclaimers were material inducements to the parties closing the purchase.
13. Purchaser acknowledges that if Purchaser has a warranty dispute with the Seller, Purchaser has rights under Sections 436.350 to 436.365 of Missouri Revised Statutes, but there are strict deadlines and procedures which must be obeyed in order to preserve these rights.
14. Purchaser hereby acknowledges the Unit is subject to all of the reservations set forth on Schedule 14 hereto (the "Existing Reservations"). Purchaser agrees to honor, abide by, and fulfill all the Existing Reservations according to the terms and conditions previously agreed upon between Seller and the guest, including but not limited to the rental rate. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all damages, losses, costs, liabilities, or other expenses incurred by the Seller in connection with any Existing Reservations, including but not limited to reasonable attorney's fees. At Closing, Seller will provide Purchaser an accurate copy of the actual reservation including all terms and conditions. Upon the completion and fulfillment of each Existing Reservation, Seller will pay to Purchaser an amount equal to any deposit or other funds received by Seller in connection with the Existing Reservation.
15. Purchaser hereby acknowledges that Seller specifically disclaims any warranty, express or implied, as to all infrastructure, amenities, and improvements (including the buildings in which the Units are

located) which the Seller did not build, install, construct, or test. The foregoing items were not constructed/installed by Seller and Seller shall not WARRANT any of the same. Seller further disclaims any warranty, express or implied, with respect to any furniture, fixtures, equipment, linens, appliances, or other personal property included in the sale of the Unit, if any, which are conveyed in their current "AS-IS, WHERE-IS CONDITION WITH ALL FAULTS".

16. Purchaser acknowledges that Seller has made no representations or warranties regarding the future demand, performance, occupancy rates, rental rates, or feasibility of using the Unit as an accommodation for transient rental in a nightly/weekly rental program. Purchaser further acknowledges and agrees that any historical rental performance including occupancy rates, rental rates, and income are no guarantee for future rental performance of this Unit. Purchaser acknowledges and agrees that the Purchaser is NOT relying on any representations, warranties, statements, or data provided by Seller in making the decision to purchase the Unit. PURCHASER HAS PERFORMED ITS OWN DUE DILIGENCE AND FEASIBILITY STUDIES AND IS MAKING ITS PURCHASE DECISION BASED UPON IT OWN FINDINGS AND DISCOVERIES.

My signature below signifies that I agree with and acknowledge the accuracy and truth of each statement above and I hereby acknowledge, ratify, accept, and agree to be bound by the terms and conditions of the documents described above and the terms and conditions of the Contract. The terms and conditions of this instrument and the other documents referenced herein shall survive Closing.

PURCHASER

\_\_\_\_\_  
Printed name: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_ Date \_\_\_\_\_

Exhibit "A"  
Current Monthly Assessments

**Schedule "14"**  
**Existing Reservations**