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Amy Larson  
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

**TITLE:** DECLARATION OF TABLE ROCK SHORE  
RESORT CONDOMINIUM

**DATE:** As of the 03 day of February, 2025

**GRANTOR/DECLARANT:** ST PROPERTIES, LLC  
a Missouri limited liability company  
3435 E. Farm Road 194  
Ozark MO 65721

**LEGAL DESCRIPTION:** Attached hereto as Exhibit "A"

**PLAT:** Plat Book \_\_\_\_\_, Page \_\_\_\_\_ as Instrument Number: \_\_\_\_\_

**STATEMENT OF PURPOSE**

This Declaration creates and governs the development and operation of a condominium development known as TABLE ROCK SHORE RESORT CONDOMINIUM, located north of Little Aunt's Creek Road in Stone County, Missouri (the "Condominium"). The purpose of this Declaration is to create and efficiently preserve the unique qualities of the Condominium and promote the proper use and operation of the Condominium. The Declarant desires to maintain the aesthetic attributes of the Condominium and related projects and give rise to a community with enduring quality and timeless appeal. The Declarant believes that the establishment of guidelines governing the use and operation of the Condominium will promote these goals. The Condominium may be developed in various phases and is subject to a number of development rights and special declarant rights reserved by the Declarant, as described herein.

When recorded, return to:

Russell W. Cook, Esq.  
Lowther Johnson Attorneys at Law, LLC  
901 St. Louis Street, 20th Floor  
Springfield, MO 65806

**DECLARATION**  
**OF**  
**TABLE ROCK SHORE RESORT CONDOMINIUM**

THIS DECLARATION OF TABLE ROCK SHORE RESORT CONDOMINIUM (this "Declaration"), is made this \_\_\_ day of \_\_\_\_\_, 2025, by ST PROPERTIES, LLC, a Missouri limited liability company ("Grantor" and/or "Declarant"), whose principal place of business is located at 3435 E. Farm Road 194, Ozark MO 65721.

**RECITALS**

WHEREAS, Declarant is the owner of certain real property located in Stone County, Missouri, described on the attached Exhibit "A", together with all improvements, easements, rights, and appurtenances thereunto belonging (the "Property") upon which Declarant wishes to develop a condominium consisting of Air Rights Condominium Units and Garage Units (the "Condominium"). As an "air rights condominium", the Condominium Units will consist of the Air Rights above the surface of the ground, within which each Owner will be entitled to construct or not construct a Dwelling and other related improvements. The concept of an Air Rights Condominium was anticipated in the drafting of the Uniform Condominium Act which was adopted by the State of Missouri at Chapter 448 of the Revised Statutes of Missouri (the "Act") and is referenced in Comment 11 to Section 2-101; and

WHEREAS, Declarant desires to create the Condominium, and submit the Condominium Units, Garage Units, and Common Elements as shown on the plat recorded at the Office of the Recorder of Deeds for Stone County, Missouri, which is incorporated herein and made a part hereof to the condominium form of ownership as an Air Rights condominium to be used in the manner provided for by the Act;

NOW, THEREFORE, Declarant hereby submits the Property and all improvements thereon, the Condominium Units, the Garage Units, and all appurtenances thereto to the condominium form of ownership, in accordance with the Act, and the terms hereinafter set forth, and consents to the recordation of this Declaration, and declares that the Property, the Condominium Units, the Garage Units, and all appurtenances thereto are and shall be held, sold, conveyed, mortgaged, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the covenants, conditions, reservations, restrictions, easements, and limitations of record contained or incorporated by reference in this Declaration, as the same may be amended and/or supplemented from time to time.

**ARTICLE I. DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1.1. "Act" means the Missouri Uniform Condominium Act as set forth in Chapter 448 of the Revised Statutes of Missouri, as amended from time to time.

1.2. "Affiliate" or "Affiliated" means (a) any officer, director, employee, member, shareholder, partner, or trustee of the Declarant (or a Person), or of a person which is a partner, member, shareholder, trustee, or beneficiary of the Declarant (or a Person), (b) any person controlled by or under common control with the Declarant (or a Person) or a partner, member, shareholder, trustee, or beneficiary of the Declarant (or a Person), (c) any officer, director, trustee, partner, or employee of any entity described in (b) above, and (d) any trust for the benefit of any officer, director, trustee, partner, member, or employee of the Declarant (or a Person) or person described in (a) above or any beneficiary of a trust which is a member, shareholder, or partner described in (a) above.

1.3. "Air Rights" means the right to use all or a portion of the air space above a tract of ground, the boundaries of which are legally described on the Condominium Plat as a "Unit". The horizontal boundaries of the Air Rights extend directly above the boundary lines as designated on the Condominium Plat. The top vertical boundary of the Air Rights shall be as far above the ground as allowed by applicable

laws and regulations governing the use of air space above real estate. The bottom vertical boundary shall be the surface of the ground, as it may exist whether changed by excavation or natural factors, from time to time. Air Rights are granted to each Owner in fee simple by conveyance of a deed legally describing a Condominium Unit within the Condominium.

1.4. "Allocated Interest" represents the (a) undivided interest in and to the Common Elements as set forth on Exhibit "C" attached hereto, or any amendments thereof. The Allocated Interest represents each Owner's relative liability for Common Expenses and for making contributions to the Common Expense Fund. All or a portion of the Allocated Interest may be allocated: (1) on a per capita Unit-by-Unit basis, (2) by relative Established Square Footage of each Condominium Unit, (3) by relative square footage of the Dwelling(s) contained within the Condominium Unit, (4) by relative number of bedrooms within the Dwelling(s) contained within the Condominium Units, or (5) by a combination of these methods, as may be determined initially by the Declarant or as may be adjusted by the Executive Board and Declarant from time to time. Garage Units (as defined below) do not affect an Owner's Allocated Interest. The Allocated Interest will change if (a) more Condominium Units are added to the Condominium, (b) existing Condominium Units are subdivided into additional Condominium Units and/or (c) Condominium Units are withdrawn from the Condominium. Exhibit "C" will then be amended to reflect any such changes.

1.5. "Assessments" means all charges, of whatever nature, levied by the Association against a Condominium Unit and/or its Owner(s), or a Garage Unit and/or its Owner, and includes the Common Expense Charge, Annual Assessments, Special Assessments, Special Individual Unit Assessments, Enforcement Assessments, Garage Unit Assessments, Community Dock Assessments, and fines.

1.6. "Association" means TABLE ROCK SHORE RESORT COA, INC., a Missouri non-profit corporation, the members of which shall be the Owners of Condominium Units within the Condominium.

1.7. "Boat Slip" means right to use the airspace contained within a particular slip identified by a unique slip number (as determined by the Declarant) in the Community Dock as may be configured from time to time by the Declarant or the Association, and all appurtenant rights to the common areas of the Community Dock.

1.8. "By-Laws" means the By-Laws of the Association as may be amended from time to time. The initial By-Laws are available upon request of the Association or the Declarant.

1.9. "Common Elements" means (1) any areas described in this Declaration or on the Plat as Common Elements or "Amenity Core", (2) all real or personal property owned by the Association, and (3) all other real property and improvements located within the Condominium except for those portions of the Condominium defined in this Declaration, in the Act, or on the Plat as Condominium Units or Garage Units.

1.10. "Common Expense Charge" means the Assessments levied by the Association to pay for: (a) the management and operation of the Condominium; (b) repairs, maintenance, replacements, insurance, and operation of the Common Elements (including reserves for replacements) and sewer facilities, fresh water distribution system, water detention facilities, parking areas, and other common services and facilities Members of the Association have the right to use either by right, contact, lease, or license, whether located inside or outside of the Condominium boundaries.

1.11. "Common Expense Fund" means any accumulation of the Common Expense Charges (including special assessments) collected by the Association.

1.12. "Common Expenses" means all expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.13. "Community Dock" means that certain eighteen (18) slip boat dock with a swim/fishing deck (the "Swim Deck") situated on Table Rock Lake near the Condominium pursuant to a Permit issued by the U.S. Army Corps of Engineers.

1.14. "Community Dock Allocated Interest" represents the allocated interest of each Owner of a Boat Slip in the Community Dock, which shall be equal to the number of Boat Slips owned by that Owner and appurtenant to that Owner's Condominium Unit divided by the total number of Boat Slips of all Owners of Boat Slips in the Community Dock.

1.15. "Condominium" means the Condominium Units, the Garage Buildings, the Garage Units, the Limited Common Elements, and the Common Elements including all improvements located thereon, but not the Future Development Property unless and until it is submitted to the Condominium. .

1.16. "Condominium Plat" or "Plat" means the drawings and diagrams prepared by the surveyor engaged by the Declarant depicting the Condominium as recorded in the Office of the Recorder of Deeds for Stone County, Missouri, and all addenda and amendments thereto.

1.17. "Condominium Unit" or "Unit" means and refers to the fee simple interest and title in and to the Air Rights within the horizontal boundaries for each Unit as shown on the Plat. The boundaries of each Condominium Unit are co-extensive with the boundaries of the Air Rights. The horizontal boundaries of each Condominium Unit extend directly above the boundary lines designated on the Plat. All foundation work, pilings, and other improvements placed above, on, or below the surface of the ground shall be within the boundaries of the Condominium Unit. All paving, drives, and gutters which lie above the surface of the dirt shall be within the Condominium Unit. The dirt and ground below a Condominium Unit is a Limited Common Element allocated exclusively to the Owner of the Condominium Unit and for the sole use of the Condominium Unit above it. In addition, appurtenant to each Condominium Unit is (i) the Condominium Unit's undivided interest in the Common Elements; (ii) subject to Article III (and other applicable portions of this Declaration), the right to construct a Dwelling and other improvements within the Condominium Unit; and (iii) the right to connect to the utility lines for gas, water, electric, telephone, and sanitary sewer as located at each Condominium Unit. Each Condominium Unit is identified on the Plat or any subpart thereof or addenda thereto and may be legally described as provided for in Section 2.4.

1.18. "Condominium Unit Ground Surface" means and refers to the ground surface of the real property below a Condominium Unit that is within the horizontal boundary extending from the surface of the exterior walls of the Dwelling located within the Condominium Unit to the horizontal boundary of the Condominium Unit. The term Condominium Unit Ground Surface does not include the Dwelling, any real property or fixtures within the Dwelling, nor any real property covered by the Dwelling. For all purposes herein, all Condominium Unit Ground Surfaces will be treated herein as if they were a Limited Common Element appurtenant to the Condominium Unit below which they are situated. For purposes of illustration and not limitation, Condominium Unit Ground Surfaces will be treated as if they were Limited Common Elements for purposes of (a) maintenance duties of the Association, (b) restrictions on modification, easements, and other similar restrictions on Owners, (c) use restrictions, (d) care of common elements, and (e) assessments for maintenance, repair, and operation of the Condominium by the Association.

1.19. "Declarant" means ST PROPERTIES, LLC, a Missouri limited liability company, and its successors-in-interest and assigns, provided the successor or assign is designated in writing by the preceding Declarant.

1.20. "Development Rights" means any and all "declarant rights" and "special declarant rights" (as those terms are defined in the Act) and all of the rights reserved by Declarant throughout this Declaration, including the rights to: (i) add real estate to the Condominium; (ii) create additional Condominium Units, Garage Units, Common Elements, or Limited Common Elements; (iii) subdivide Condominium Units and Garage Units; (iv) convert Condominium Units and Garage Units into Common Elements and Common Elements into Condominium Units and Garage Units; (v) add to or withdraw real estate from the Condominium; (vi) add or remove real estate from the Future Development Property; and (v) to withdraw real estate from the Condominium. These rights may be exercised as provided in this Declaration.

1.21. "Dwelling" means a building located within a Condominium Unit constructed in compliance with Article III of this Declaration (and other pertinent and applicable sections) for residential purposes which will include rental of the Dwelling on a nightly, weekly, monthly, or other basis.

1.22. "Dwelling Façade" means the exterior surface of each Dwelling including the exterior finish, awnings, porch, portico, roof surface and membrane (but not the structural elements), windowpanes (but not the window glass), doorframes and doors, soffits, guttering, and other finish and decorative elements of a Dwelling.

1.23. "Owner Easements" means any easement described herein granted to or for the benefit of an Owner or their guests. This does not include any easement granted to or reserved by the Declarant, the Association, or other party to the exclusion of the Unit Owners.

1.24. "Executive Board" means the Board of Directors of the Association.

1.25. "Established Square Footage" means the total approximate square feet of each Condominium Unit as based upon the vertical horizontal boundaries set forth in the Plat as may be adjusted herein. The Established Square Footage of the Condominium Units may be set forth on the Plat and/or Exhibit "C", and may be rounded, estimated and/or adjusted to alleviate insignificant differences in the size of Units which do not have a material effect their use or the relative Allocated Interests.

1.26. "Future Development Property" means the property legally described on Exhibit "B" if attached to this Declaration now or added later and any additions or addenda thereto by amendment hereof. No assurances will be made as to the locations of any new buildings or other improvements which may be made within part of the Condominium. No assurances will be made as to the type of Limited Common Elements that may be added to the Condominium or that they will be in similar proportion to the existing Units and Common Elements. The Future Development Property may be added to the Condominium in phases as provided under the Act and this Declaration and until added to the Condominium by an amendment to this Declaration, no Future Development Property will be subject to this Declaration.

1.27. "Garage Building" means a building situated on the Property which contains one or more Garage Units.

1.28. "Garage Unit" means and refers to the space consisting of one or more rooms occupying part of a floor in a Garage Building. The boundaries of a Garage Unit shall be the unfinished interior surface of its perimeter walls, floor, and ceiling. All equipment, duct work, all utility pipes, lines, systems, and fixtures that serve only one Garage Unit shall also be included within the definition of Garage Unit, whether such items are located within the space enclosed by the boundaries of the Garage Unit or not. Each Garage Unit is identified by number on the Plat, and that designation shall constitute the legal description of each Garage Unit. Garage Units shall not have an Allocated Interest in the Common Elements of the Condominium nor shall Garage Units have any voting rights attached thereto.

1.29. "Guest" means any guest, invitee, client, customer, or other person validly occupying a Dwelling in accordance with the terms of this Declaration.

1.30. "Limited Common Elements" means those portions of the Common Elements (a) described on the Plat as Limited Common Elements, (b) described in this Declaration as Limited Common Elements and (c) all of the other real property located within the Condominium reserved for the exclusive use of one or more Condominium Units to the exclusion of at least one other Condominium Unit. The following items shall be Limited Common Elements:

1.30.1. The ground under each Condominium Unit and any irrigation system, grass, plantings, landscaping shrubs, or any other vegetation is declared to be a Limited Common Element allocated entirely and exclusively to the Condominium Unit above it.

1.30.2. The Community Dock (other than the Swim Deck), is a Limited Common Element appurtenant to the Condominium Units of all Owners of Boat Slips.

1.30.3. Each Boat Slip is a Limited Common Element appurtenant exclusively to the Condominium Unit(s) owned by the Owner of the Boat Slip.

1.30.4. The exterior surface, exterior surface of the garage door, and roof of the Garage Units are Limited Common Elements appurtenant to the Garage Units.

1.30.5. The Septic System is a Limited Common Element appurtenant to each Condominium Unit as described in Section 6.5.

Under this Declaration, it is anticipated that the boundaries between a Condominium Unit's appurtenant Limited Common Elements and the Condominium Unit will change due to excavation work and natural factors such as erosion and sedimentation. This change shall be allowed and anticipated and shall not require an amendment to the Declaration or the approval of the Association and shall not be considered relocation of boundaries between adjoining "units" as defined in the Act.

1.31. "Member" means a member of the Association, as more particularly described in Article IV hereof.

1.32. "Mortgage" means a security interest, deed of trust, or other similar lien granted by an Owner in and to, or against, a Condominium Unit and/or a Garage Unit to secure the repayment of a loan, which is duly filed for record in the Office of the Recorder of Deeds of Stone County, Missouri.

1.33. "Mortgagee" means the person who holds or is the beneficiary of a Mortgage, as security for repayment of a debt.

1.34. "Owner" means any person or persons, trust, firm, corporation, or other entity which owns, of record, title to a Condominium Unit and/or Garage Unit in the Condominium. Owner shall not mean a Mortgagee, or other person or entity who holds a security interest in a Condominium Unit and/or Garage Unit. In the event that there is more than one Owner of any particular Condominium Unit and/or Garage Unit at any given time, each Owner shall be jointly and severally liable for all obligations arising out of this Declaration or ownership of the Condominium Unit and/or Garage Unit.

1.35. "Parking Areas" means all areas made available by the Declarant or Association to Owners and their guests for the parking of automobiles and the ingress and egress to and from the public rights-of-way, as may be depicted on the Plat, as may be reconfigured from time to time.

1.36. "Replacement Reserve Fund" means the reserve fund established pursuant to Article V hereof to aid the Association in the performance of its duties including the maintenance, upkeep, repair, replacement, and insuring of the Common Elements and Limited Common Elements.

1.37. "Rules and Regulations" means the rules adopted from time to time by the Association concerning the management and administration of the Condominium for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Declarant, and a copy of which may be obtained by request of the Association or the Declarant.

1.38. "Turnover Date" means the first day of January occurring in the first calendar year after the later of: (a) the date the Initial Executive Board is replaced by the First Executive Board, or (b) the date the Declarant enters into a Turnover Agreement with the Association transferring all of its rights to the Association in exchange in a release and indemnity. The term "Turnover Agreement" means an agreement executed and delivered by the Association releasing and indemnifying the Declarant and the Declarant Affiliates in a form reasonably satisfactory to the Declarant.

1.39. "Unauthorized Guest" means any person occupying a Dwelling that is not: (a) an Owner, (b) staying with an Owner in that Owner's Dwelling, or (c) a Guest.

Defined terms used in this Declaration may be used interchangeably, in singular or plural form, and pronouns are to be construed to cover all genders. All references to this Declaration or any agreement or instrument referred to in this Declaration shall mean such agreement or instrument as originally executed and as hereafter amended, supplemented, extended, consolidated or restated from time to time. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Declaration as a whole and not any particular subdivision; and the words "Article" and "Section" refer to the entire article or section, as applicable and not to any particular subsection or other subdivision. Reference to days for performance means calendar days unless business days expressly indicated.

## ARTICLE II. DESCRIPTION OF CONDOMINIUM

2.1. Description of Condominium. The Condominium consists of the Condominium Units, the Garage Units, the Common Elements, the Limited Common Elements, and the Condominium Easements, as described herein and/or depicted on the Plat.

2.2. Dwellings and Improvements. Each Dwelling shall be of traditional construction and architectural style, generally constructed of wood, stone, or masonry with log, wood, masonry, hardy board, metal, stone and other materials used as siding, finish and/or trim as approved in advance by the Declarant. The Declarant hereby reserves the right to change the number, design, style and size of Dwellings and Units and reserves the right not to build all or any portion thereof.

2.3. Allocated Interests. The Condominium Units, Established Square Footage, and their respective Allocated Interests are identified on Exhibit "C" attached hereto. The Declarant reserves the right to add, change, modify and/or delete Units and types of Units and amend the Allocated Interest. If the Declarant makes any modification or addition to the Allocated Interest or modifies or removes a Unit, Exhibit "C" will then be amended to reflect those changes. The relative Allocated Interest of each Unit shall establish the basis for allocating the liability for Assessments (other than Garage Unit Assessments and Community Dock Assessments).

2.4. Legal Description. Every contract for sale of a Condominium Unit, every deed, lease, Mortgage, will or other instrument, may legally describe a Condominium Unit by its identifying Unit number and recording information as shown on the Condominium Plat inserted in the following legal description:

Unit No.\_\_\_\_, TABLE ROCK SHORE RESORT CONDOMINIUM, Stone  
County, Missouri, as per the recorded Condominium Plat at Plat Book  
\_\_\_\_\_, Page \_\_\_\_\_ as Instrument Number: \_\_\_\_\_ in  
the Office of the Recorder of Deeds in and for Stone County, Missouri.

Each Condominium Unit, the appurtenant undivided interest in the Common Elements and the appurtenant Limited Common Elements shall together be legally described by the above description and shall be inseparable and may be conveyed, leased, devised or encumbered only as a Condominium Unit. This legal description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Condominium Unit, but also the Owner's corresponding Allocated Interest of ownership in the Common Elements and the fee simple ownership in the Limited Common Elements appurtenant to the Condominium Unit. Reference to the Condominium Plat in any instrument shall be deemed to include any addenda or amendments thereto. No Owner shall execute any deed, Mortgage, lease, contract, will or other instrument conveying ownership or a security interest in his Condominium Unit without including the Condominium Unit's interest in the Common Elements and Limited Common Elements appurtenant thereto. The severance of the combined ownership of a Condominium Unit and its Common Elements and Limited Common Elements is specifically prohibited. Any contract, deed, Mortgage, lease, will, or other instrument purporting to convey a Common Element, Limited Common Element, or Condominium Unit without an appurtenant interest shall be deemed and taken to include all three (3) interests even though one or more may have been omitted. A Condominium Unit may be held or

owned in any real property tenancy relationship recognized under the laws of the State of Missouri. Each Condominium Unit and the undivided interest in the Common Elements appurtenant thereto and the appurtenant Limited Common Elements shall be deemed a parcel and subject to separate assessment and taxation.

2.5. Legal Description of Garage Units. Every deed, lease, Mortgage, will, or other instrument may legally describe a Garage Unit by its identifying number as shown on the Plat inserted in the following legal description:

Garage Unit No. \_\_\_\_\_, TABLE ROCK SHORE RESORT CONDOMINIUM, Stone County, Missouri, as per the recorded Plat at Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Stone County, Missouri.

Provided, however, that any attempted sale or other disposition of a Garage Unit to any person other than an Owner is hereby deemed to be void and without force and effect.

2.6. Easements

2.6.1. The physical boundaries of each Condominium Unit, Garage Unit, Common Element, and Limited Common Element as they are set out on the Plat, shall be conclusively presumed to be the boundaries of these areas, notwithstanding any settling, rising, or other movement of the improvements or the Property, and regardless of any variances actually existing on the date hereof with respect to these boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any variances, settling, rising, or other movement, and this easement shall exist so long as all or a portion of the Condominium exists as condominium property pursuant to the Act. The physical boundaries of and other elements comprising the Condominium Units, Garage Units, Limited Common Elements, and Common Elements will be as described in this Declaration and/or as depicted on the Plat and any amendments or addenda thereto. There is hereby granted a valid and existing easement for any encroachments arising out of any variances, settling, rising, or other movement, and this easement shall exist so long as all or a portion of the Project exists as condominium property pursuant to the Act.

2.6.2. Each Dwelling constructed within a Condominium Unit will be subject to the restrictions, building setbacks, and utility easements as shown on the Plat and as set forth herein. Included in these easements is a utility easement which runs around, under, over, and through the boundaries of the Common Elements (the "Common Utility Easement"). The Declarant and all Owners shall have a non-exclusive right to use the Common Utility Easement for the use and benefit of their Condominium Units and Garage Units, but no Owner may modify any improvement therein.

2.6.3. The Declarant grants to the Association and reserves for itself and its assigns, a perpetual right to and over the Common Utility Easement and any and all other easements shown on the Plat, through each Condominium Unit and Garage Unit, and under and through the Common Elements to construct, maintain, repair, expand, and replace utility lines of any nature and to connect to any utilities in the Condominium for such purposes as the Declarant or the Association see fit.

2.6.4. Subject to the Rules and Regulations, a non-exclusive easement in favor of each Owner (and their guests), and the Association (and its guests, tenants, and invitees) shall exist for vehicular and pedestrian traffic over, through, and across such portions of the Condominium for access, ingress, and egress across the sidewalks, driveways, and Parking Areas as they exist from time to time and other areas within the Condominium as may be shown on the Plat is hereby been granted to each Owner as those facilities may exist and/or are relocated from time to time.

2.6.5. The Condominium shall be subject to a perpetual easement in gross to the members of the Association and its agents, successors, and assigns, for ingress and egress, to perform their respective obligations and duties as required by this Declaration, the Act, or the Association By-Laws. Should it be necessary to enter any Condominium Unit or Garage Unit to repair a Common Element or cross over any Limited Common Element to repair a Common Element, the employees, agents, or workmen shall be entitled to entrance by exhibiting to the Owner or any person or persons occupying the Unit or Garage Unit, an order signed by the Declarant or any member of the Executive Board, or by a managing agent appointed by the Declarant or the Association.

2.6.6. The Declarant reserves for itself, and grants to the Association, and its agents, successors or assigns (and Affiliates), a perpetual easement over and across the Property and Condominium for such purposes as the Declarant sees fit.

2.6.7. The Declarant reserves for itself, and grants to the Association, and its agents, successors or assigns (and Affiliates), the following rights for such purposes as the Declarant sees fit, including, but not limited to the following:

a) a perpetual access easement over and across the entire Condominium for such purposes as the Declarant deems necessary and proper for the benefit of the Condominium, the Association, or the development of the Condominium and/or adjacent subdivisions or condominiums;

b) the right to grant any easements required by government bodies or utility companies;

c) perpetual access easement over and across the entire Condominium for the connection, repair, replacement or installation of any utility lines servicing the Condominium or adjoining property, including, but not limited to, water, sanitary sewer, storm water run-off, natural gas, electric, telephone, data transmission, or digital or cable television;

d) the right to grant any easements to other parties for ingress, egress, construction or such other purpose as determined by the Declarant;

e) perpetual access easement over and across the entire Condominium for construction of improvements in the Condominium, Future Development Property, or on adjoining land, including Dwellings;

f) perpetual access easement over and across the entire Condominium for the emission of light, dust, smoke, odor, fumes, noise, vibrations, or other effects as a result of Declarant's activities;

g) perpetual access easement over and across the entire Condominium and in and to that portion of the Common Elements and Limited Common Elements necessary to install cable, wire faceplates, hubs, connectors, antenna, satellite dishes, receivers or other devices used to connect or facilitate digital TV, cable TV, satellite TV, telephone, computer, data or other similar services and other improvements as the Declarant sees fit;

h) perpetual access easement over and across the entire Condominium for the display of signs or signage, activities related to sale or rental of Units and Garage Units, and other business purposes; and

i) for all purposes to permit unfettered public access to any boat dock or boat dock parking by easement or otherwise, as required by the U.S. Army Corps of Engineers.

2.6.8. The Declarant or Executive Board may grant to (a) utility companies, telecommunication system provider companies, cable television providers, internet access

provider, information system or computer connectivity providers and other similar entities such licenses, easements, rights-of-way, and other rights as may be reasonable, necessary, advisable, or desirable to service the Condominium and establish, operate or maintain the same as a modern and technologically integrated condominium project; and (b) to other parties to construct roads, amenities or other improvements. The Executive Board may apportion the cost of utilities for Limited Common Elements by adjusting the relative Common Expense Charges among the affected Units and/or Owners in the manner the Executive Board deems appropriate.

2.6.9. The Declarant reserves for itself and its assigns, and grants to the Association and its agents, successors or assigns (and Affiliates), a perpetual right to and over all easements shown on the Plat through each Condominium Unit and Garage Unit, and under and through the Common Elements to construct, maintain, repair, expand and replace sewer lines, water lines, or other utility lines of any nature and to connect to any sewer lines, water lines, utilities or other similar systems in the Condominium for such purposes as the Declarant or the Association see fit.

2.6.10. The Declarant reserves for itself and its assigns, and grants to the Association and its agents, successors or assigns (and Affiliates), a nonexclusive perpetual easement over and across the Common Elements (including all Limited Common Elements) and Condominium Unit Ground Surface, for utilities, ingress, and egress to service the Condominium. This easement may be assigned by the Declarant and shared with Owners or developers of a Condominium Unit during the construction of a Dwelling on a Condominium Unit.

### ARTICLE III. PROPERTY RIGHTS, USE AND BUILDING RESTRICTIONS

3.1. Use. Each Owner, other than the Declarant, Declarant Affiliates, their assigns or successors may only use their Condominium Unit, Limited Common Elements, and Common Elements in accordance with this Article III and the following:

3.1.1. Each Dwelling within a Condominium Unit may only be used as a vacation residence and for residential purposes (which will include the rental of the Dwelling for lodging of transient guests using the Dwelling as a vacation home on a nightly, weekly, monthly, or longer basis), and except as provided herein, no business, professional, or other commercial activity of any type (lodging of transient "vacation" guests will not be considered commercial activity) may be operated from or out of any Condominium Unit, the Common Elements, or the Limited Common Elements; provided, however, the Declarant, Declarant Affiliates, their successors and assigns may conduct business and commercial activities in or upon the Condominium, Condominium Units, Common Elements, and Limited Common Elements for any business purposes (which may include administration, sales, marketing, construction management, resort development, leasing, the erection and maintenance on the Common Elements of advertising signs, sales flags, other sales devices/banners as well as the greeting and accepting of customers, clients, vendors, and associates as is common in a business and commercial environment). The rights granted to the Declarant and Declarant Affiliates shall be perpetual and run with the Property.

3.1.2. No Owner (other than the Declarant, Declarant Affiliates, their assigns or successors) shall have any right to place any sign (including, but not limited to, "for rent", "for sale", "open" or "open house" signs) in or on any Condominium Unit, Common Elements, Limited Common Elements, or elsewhere on the Condominium. All exterior signs must be approved by the Executive Board and Declarant. The Declarant and the Association shall have the right to remove any sign placed without its permission.

3.1.3. Except as provided herein, no Owner may modify any Limited Common Elements. A Condominium Unit may not be separated from its Limited Common Element and the allocation of a Limited Common Element to a Condominium Unit may not be changed without the consent of the Owner and Mortgagees, if any, of the affected Condominium Unit. Any claims, costs or expenses related to a Limited Common Element shall be the sole responsibility and liability

of the Owner(s) of the Condominium Unit(s) to which the Limited Common Element is appurtenant and shall not be a Common Expense of the Condominium.

3.1.4. No Owner may use or permit his or her Condominium Unit, Common Element, or Limited Common Element to be used for any purpose which would void any insurance in force with respect to the Condominium as a whole, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Executive Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the Condominium by other Owners.

3.1.5. No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Dwelling shall be used unless the surface of such covering that is uniform in color approved by the Executive Board.

3.1.6. Unless otherwise determined by the Declarant or the Association, no animal, other than either two (2) generally recognized household pets of reasonable size, will be permitted as to each Unit, and then only if kept solely as domestic pets and not for breeding or commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained within any Unit. Upon the written request of any Owner, the Executive Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this Section, a particular animal is a "generally recognized house pet", "reasonable size" or a nuisance. For the purposes hereof, any reptile, livestock, "exotic" animal, "vicious" animal (such as a pit bull, rottweiler, doberman or similar breed or partial breed) will not be considered a "household pet". Any decision rendered by the Executive Board shall be enforceable in the same manner as other restrictions contained herein, including making an enforcement assessment. Owners must clean up all animal waste from all animals kept in their Unit or anywhere within the Condominium. The Board may establish enforcement procedures including fines and fees for the failure of an Owner to comply with this Section.

3.1.7. Subject to applicable federal law, no exterior antenna or other similar device for the transmission or reception of electronic signals shall be erected, used, or maintained outdoors on any Unit, unless approved by the Executive Board, which shall have the sole discretion to decide such matters. The Association may permit the placement of satellite dish antennas for television reception provided that the dish is (1) mounted in accordance with the Rules and Regulations established by the Association, and (2) the location and method for the mounting thereof, shall be approved by Executive Board before being installed.

3.1.8. The Executive Board may establish Rules and Regulations covering, restricting, and/or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats, recreational vehicles, and other vehicles within the Condominium, including on the Easements, Common Elements, and Limited Common Elements, or parts thereof, and may enforce the Rules and Regulations by levying fines, enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Executive Board, in its sole discretion, deems appropriate.

3.1.9. All restrictions set forth in this Declaration and the Rules and Regulations may be enforced by (a) the imposition of reasonable monetary fines as provided in the Act, (b) suspension of use of Easements and Common Elements, and (c) suspension of voting rights. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules. All Owners are responsible for the acts of their families, Guests, and invitees and any violation by the families, Guests or invitees of an Owner shall be enforceable against the Owner. Any fines imposed on an Owner shall be considered a Special Individual Unit Assessment against

that Owner's Unit and may be collected in the manner provided for the collection of other assessments.

3.1.10. Neither the Association nor any Owner, other than the Declarant and Declarant Affiliates, shall have the right or power to subdivide a Condominium Unit or create a Time-share Unit and divide it into Vacation Weeks or other "time-share" intervals as defined under the Act or Section 448.1-103 RSMo. (2006).

3.1.11. No Owner (nor their agent, Guest, invitee, tenant, or assign) may advertise, market to attempt to sell or otherwise solicit any other person within the Condominium.

3.2. Use Restrictions on Garage Units. All of the restrictions upon the use of Condominium Units described in this Declaration shall also apply to Garage Units; provided, however, that the following restrictions shall also apply:

- a) No person or entity other than an Owner of a Condominium Unit may own a Garage Unit;
- b) Garage Unit Owners may not lease or otherwise rent Garage Units to any person other than an Owner, unless it is in conjunction with the rental or lease of the Owner's Condominium Unit in accordance with this Declaration;
- c) No hazardous material, noxious fumes, or materials creating noxious fumes, may be stored or used, nor any other action that is deemed by the Board to be a nuisance;
- d) No "garage sales" or other similar casual commercial activity will be allowed;
- e) All exterior Garage Unit doors must be kept closed at all times except for ingress and egress;
- f) Garage Unit Owners may not alter the exterior of the Garage Building or the exterior garage doors or make any structural alterations to the Garage Unit or Garage Building;
- g) No person may occupy or live in a Garage Unit, nor shall Garage Units be used as a temporary or permanent residence;
- h) The Board may, in its sole and absolute discretion, make rules and regulations regarding the use of Garage Units and may prohibit any use of a Garage Unit by an Owner at any time even if no prior notice is given; and
- i) All uses must be in accordance with the Rules and Regulations.

3.3. Declarant's Use of Units. The Declarant, its agents, and Affiliates may designate Units (or Dwellings within Units) to be used indefinitely by its manager, agents, assigns, subcontractors, and their Affiliates as an office and/or model unit or other permitted use. Notwithstanding anything contained herein, the Declarant, its agents, and their Affiliates, may conduct business and commercial activities within the Condominium, Condominium Units, Garage Units, Common Elements, and Limited Common Elements and not be in violation of any use restriction of this Declaration. Specifically, the business and commercial activities may include marketing and sales activities related to the Condominium, retail sales, rentals, real estate sales and marketing, and other retail and office uses; the administration, sales, marketing, construction management, leasing of the Condominium; and the erection and maintenance on the Common Elements of advertising signs, sales flags, other sales devices/banners as well as the greeting and accepting of customers, clients, vendors, and associates as is common in a business and commercial environment. The rights granted to the Declarant, its agents and Affiliates shall be perpetual and run with the Property.

3.4. Owner's Rights of Enjoyment. Every Owner will have a nonexclusive right and easement of enjoyment in and to the Common Elements and the Limited Common Elements appurtenant to their

Unit and/or Garage Unit which shall be appurtenant to and shall pass with the title to every Condominium Unit and/or Garage Unit, subject to the following provisions:

3.4.1. The right of Declarant to construct and maintain signs in the Common Elements, and to grant rights and easements over the Common Elements as described above and in Article XII of this Declaration.

3.4.2. The right and power of the Association to sell, transfer, or convey, or grant easements to, any part of the Common Elements (other than Limited Common Elements) to any owner of an adjacent tract with or without compensation, or to dedicate or transfer or grant easements to any part of the Common Elements to any governmental agency or authority or to any public or private utility for utility or related purposes.

3.4.3. The right of the Association to promulgate and enforce the Rules and Regulations.

3.5. Settling. It is anticipated that the boundaries of Condominium Units, Garage Units, Common Elements, and Limited Common Elements may change over time due to excavation work, construction, replacement, repair, and natural factors such as erosion and sedimentation. This change shall be allowed and anticipated and shall not require an amendment to the Declaration or the approval of the Association and shall not be considered relocation of boundaries.

### 3.6. Boat Docks; Boat Slips

3.6.1. Subject to the Shoreline Management Plan for Table Rock Lake dated 2020 as may be amended (the "SMP") and the policies of the U.S. Army Corps of Engineers ("Corps"), the Declarant has constructed or plans to construct one or more boat docks with boat slips, tentatively to be known as the Table Rock Shore Resort Community Dock (the "Community Dock"). The Community Dock will be located in close proximity to the Condominium but will not be part of the Condominium due to the SMP and Corps regulations. All portions of the Community Dock, other than the Swim Deck, are Limited Common Elements. The Swim Deck is a Common Element. The use, operation, and maintenance of the Community Dock shall be managed and maintained by the Association. Notwithstanding the foregoing, Declarant reserves the right to take any and all actions necessary to ensure compliance of the Community Dock and any Boat Slips therein, as well as any other Community Docks or Boat Slips Declarant may construct, with the SMP and Corps rules and regulations. Further, Declarant reserves unto itself the right to construct additional Community Docks and/or Boat Slips in connection with the Condominium, and each Unit Owner expressly waives and releases any right the Owner might otherwise have to apply for a boat dock permit from the Corps due to the Owner's ownership of a Unit in the Condominium. Each Boat Slip is a Limited Common Element appurtenant to the Boat Slip owner's Condominium Unit. Ownership of a Boat Slip does not affect an Owner's Allocated Interest nor do any voting rights attach to the ownership of a Boat Slip. The Board may, in its sole and absolute discretion, make rules and regulations regarding use of Community Dock and Boat Slips and may prohibit any use of the Community Dock and Boat Slips at any time even if no prior notice is given.

3.6.2. Restrictions on Transfer of Boat Slips. Ownership of a Boat Slip may not be transferred to anyone other than an existing Owner of a Condominium Unit except as part of a transfer of the Owner's Condominium Unit. Notwithstanding any other provision of this Declaration, Ownership of a Boat Slip may be transferred separately from a Condominium Unit only if the Boat Slip is transferred to an existing Owner of a Condominium Unit, in which case, the Boat Slip shall be reallocated as a limited common element appurtenant to the transferee's Condominium Unit pursuant to Section 448.2-108.1 of the Act. Any transfer or attempted transfer of a Boat Slip in violation of this Section 3.6.1 shall be void and of no effect and the Association shall be entitled to injunctive relief against both the seller and purchaser, without the necessity of posting bond, unwinding any such transfer and further directing that the Boat Slip be transferred

to the Association. Notwithstanding anything to the contrary contained in this Declaration, all transfers of Boat Slips must comply with any rules, regulations, or order issued by the Corps.

3.7. Requirements of All Tenancies. In addition to the other terms and conditions set forth in this Declaration, all tenancies and rentals of buildings within Units must comply with the following: (collectively as the "Tenancy Requirements"):

3.7.1. All tenancies are hereby made subordinate to any rights or liens granted hereunder to the Association and Declarant, whether prior to or subsequent to such lease or rental.

3.7.2. Any Owner directly renting or leasing all or any portion their Unit will be jointly and severally liable with their tenant to the Association or Declarant for any amount which is required to repair any damage resulting from acts or omissions of such tenant (as determined in the sole discretion of the Association or Declarant) and to pay any claim for injury or damage to property caused by the negligence of the Owner or tenant. Any such amount will be deemed to be a Special Individual Unit Assessment against such Owner.

3.7.3. The Association may require the Owner to obtain a deposit from any Guest or tenant of the Owner pursuant to a direct rental, which may be held by the Association as a security/damage deposit for the damage of any portion of the Condominium.

3.7.4. The Association may require Owners to use a standard form lease previously approved by the Association to protect the Association and Declarant and gain privity of contract with such tenant.

3.8. Special Rules and Standards. The Declarant and the Association may establish "separate" rules, use requirements, fees and other terms and conditions for the use, maintenance, operation, insuring, repair, replacement, and administration of the amenities made available to Owners and other facilities, as well as special rules, regulations, and guidelines for the development, upkeep, use, occupancy, management, and administration.

3.9. Damage to Common Facilities. If any of the Common Elements or other portions of the Condominium that the Association maintains are damaged by an Owner, Occupant of their Dwelling, their Guest or Unauthorized Guest, or any agent, general contractor, contractor, or other person entering the Condominium on behalf of an Owner (or in connection with that Owner's property), then a Special Individual Unit Assessment in an amount equal to the cost to repair such damage will be levied against that Owner and/or their Unit, and may also be levied against any Garage Unit owned by such Owner.

3.10. Applicable Zoning. All Owners must utilize their Unit and the Dwelling therein, and Garage Unit, at all times in accordance with applicable zoning and may not permit, allow or particulate directly or indirectly in any use that violates such zoning requirements.

3.11. Parking. The Association will establish an enforcement process whereby fines for violations of the Rules and Regulations as well as the separate Parking Rules and Guidelines will be levied against the Units and/or Garage Units of the Owners whose Guests (and Unauthorized Guests) consistently violate the Rules and Regulations as well as the separate Parking Rules and Guidelines.

3.12. Waiver. Notwithstanding anything contained in this Article III, the Declarant may at any time, temporarily or permanently waive or allow a variance to any of the foregoing provisions of this Article with respect to any Unit or Garage Unit or with respect to any Owner. The Declarant may assign this right to the Association or another person by a written instrument.

3.13. Trash. The Association may provide regular trash collection in centralized receptacles and bins. If the Association elects to provide such services and contracts with a trash removal service, each Owner MUST utilize that service and the centralized receptacles as provided and MAY NOT use another trash removal service or containers. Rules for the use of trash receptacles may be in the Rules and Regulations.

### 3.14. Solar Energy Systems.

3.14.1. Declarant Retained Solar Energy System. Currently a ground mounted solar energy system is located on portions of the Common Elements within the Condominium, all mechanical systems, structures, transmission lines, and other personal property attached to or necessary for this system being owned by the Declarant (the "Declarant Retained Solar Energy System" or "DRSES"). The DRSES is NOT a Common Element and Declarant shall retain ownership of the DRSES. The Declarant hereby reserves to itself, its successors and assigns, an easement across every portion of the Condominium for the use, operation, maintenance, and repair of the DRSES and for the transmission of electrical power generated thereby. The Declarant shall lease the DRSES to the Association for the use of the Owners (the "Lease") for the sum of One Dollar (\$1.00) per year for a term of five (5) years (the "Term"). At the expiration of the Term, the Declarant shall transfer title to the DRSES to the Association by bill of sale in consideration of (the "Transfer"): (a) the sum of One Dollar (\$1.00); (b) the Association's release of the Declarant from all liabilities associated with the DRSES; and (c) the Association's agreement to defend, indemnify, and hold harmless the Declarant from any liabilities associated with the DRSES arising on or after the Transfer (the "Release and Indemnity"); provided, however, the Declarant may terminate the Lease at any time during the Term, in which case the Declarant and Association shall proceed immediately with the Transfer and the Release and Indemnity.

3.14.2. Solar Energy Systems Serving Unit 1 and the Pavilion. Currently, a solar energy system (each, and "SES") is installed as a part Unit 1 (the "Unit 1 SES") and an SES is installed on the Pavilion (the "Pavilion SES"). The Unit 1 SES and Pavilion SES are separate systems but are interconnected, not separately metered, and provide electricity to both Unit 1 and the Pavilion. The Owner(s) of Unit 1 shall allow the Association to draw power from the Unit 1 SES for the Pavilion, and the Association shall allow the Owner(s) of Unit 1 to draw power from the Pavilion SES for Unit 1. In consideration therefor, on the 1<sup>st</sup> day of January of each calendar year, the Association shall pay the Owner(s) of Unit 1 the sum of One Hundred Dollars (\$100.00). The Owner(s) of Unit 1 shall not disconnect or otherwise interfere with the Association's use of the Unit 1 SES without the Association's consent, nor shall the Association disconnect or otherwise interfere with Unit 1's use of the Pavilion SES without the consent of the Owner(s) of Unit 1. Notwithstanding the foregoing:

a) The Owners of Unit 1 shall have no duty or obligation to the Association to repair, replace or maintain the Unit 1 SES, and may remove the Unit 1 SES from Unit 1 in their sole discretion, without liability to the Association or other Unit Owners, provided that they give the Association thirty days written notice prior to removal, and any damage caused to the Pavilion SES by the removal of the Unit 1 SES shall be promptly repaired by the Owners of Unit 1 at their sole cost and expense;

b) The Association shall have no duty or obligation to the Owners of Unit 1 to repair, replace or maintain the Pavilion SES, and may remove the Pavilion SES from the Pavilion in its sole discretion, without liability to the Owner(s) of Unit 1 or other Unit Owners, provided that it gives the Owner(s) of Unit 1 thirty days written notice prior to removal, and any damage caused to the Unit 1 SES by the removal of the Pavilion SES shall be promptly repaired by the Association at its sole cost and expense.

c) Nothing contained herein shall be construed as prohibiting the maintenance, repair, or replacement of the Unit 1 SES or the Pavilion SES. The Owner(s) of Unit 1 shall have the right, in their sole discretion and at their sole expense, to maintain, repair, or replace the Unit 1 SES, and the Association shall have the right, in its sole discretion and at its sole expense, to maintain, repair, or replace the Pavilion SES.

3.15. Taxes. Each Unit and Garage Unit may be a separate parcel for real state tax purposes. Each Owner must pay the real state taxes and other similar assessments levied against their Unit and

Garage Unit in accordance with applicable law. Any real estate or personal property taxes assessed against the Community Dock and/or the Boat Slips shall be paid by the Owner of each Boat Slip in accordance with applicable law, if separately assessed. Any such taxes not separately assessed shall be Community Dock Expenses, which shall be paid by the Association and assessed against the Owners of Boat Slips as Community Dock Assessments in accordance with Section 5.9 hereof

3.16. Remedies. If an Owner (or Guest, invitee, licensee, tenant, lessee, builder, contractor, subcontractor, agent, or employee thereof), violates or permits to be violated, any of the provisions set forth in this Article, the Executive Board may deliver a written Notice of Violation to the Owner. The Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of the Notice. If after a reasonable time has elapsed from the date of the Notice of Violation, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of the violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the Owner's Condominium Unit or Garage Unit for the purpose of removing and/or terminating the cause of the violation. If, by virtue of the exercise of the authority granted herein, the Executive Board shall incur expenses in connection with the process of removing and/or terminating the violation, the collection of the expenses so incurred, plus twenty-five percent (25%), may be effected in the manner provided the collection and enforcement of Special Individual Unit Assessments. For purposes of administering this Section 3.16, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the violation, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular violative situation, condition, or occurrence.

3.17. Trademarks and Trade Names. The Table Rock Shore Resort trade name, mark, and other similar rights (collectively, the "Trade Names") are the intellectual property of the Declarant, and/or its Affiliates including any and all variations, derivatives, or uses thereof that may cause confusion, uncertainty, or other misrepresentation of the use. No party without the express prior written consent of the owner of such Trade Name may use any Trade Name (or any derivative or variation thereof).

3.18. Injunctive Relief. The Declarant and/or its Affiliates and the Association may seek injunctive relief (without the necessity of posting any bond) to enjoin and stop any action by an Owner in violation of this Article III as well as the Rules and Regulations. In addition, no bond will be required to be posted in any such action brought by the Declarant, Declarant Affiliate, or the Association.

#### ARTICLE IV. MANAGEMENT AND OPERATION OF CONDOMINIUM

4.1. Management by Association. The affairs of the Condominium shall be administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Condominium as herein provided and as provided in the Declaration, in the By-Laws, and in the Rules and Regulations. In addition to the powers and authorities set forth herein and, in the By-Laws, the Association shall have all the powers and authority set forth in Section 448.3-102 of the Act. Without limiting the generality of the foregoing, the Association acting through its board of directors (the "Executive Board" or "Board") shall be entitled to enter into contracts and agreements concerning the Condominium as a whole, including but not limited to the Common Elements, certain Limited Common Elements, or with respect to its obligations herein, as the Executive Board deems reasonably necessary or appropriate to maintain and operate the Condominium as a viable condominium, including, without limitation, the hiring of a management company to manage and oversee the operation of the Association and the Condominium; the right to grant public utility easements for uses the Executive Board shall deem appropriate; and the right to enter into agreements, leases, or contracts with adjoining or nearby land owners or associations or entities.

4.2. Membership in Association. Except as provided below, each Owner, including the Declarant (and its Assigns), shall be a Member of the Association so long as it is an Owner, and the membership shall automatically terminate when ownership ceases. Upon the transfer of ownership of a Condominium Unit, howsoever achieved, including without limitation by foreclosure of a lien upon a Condominium Unit, the new Owner thereof shall, concurrently with the recording of the transfer with the Stone County Recorder of Deeds, immediately and automatically become a Member in the Association. If more than one (1) person is an Owner of a Condominium Unit, then they must designate one (1) of their number as the voting Member in the Association (the "Voting Member"), which designation shall be made in writing to the Executive Board. After one (1) of the Owners is designated, the Executive Board shall have the right to rely on the designation until a written notice revoking the appointment is received by the Executive Board. If no person is designated as the voting Member, the Declarant may vote for that Member.

4.3. Initial Executive Board, Election of First Board. The "Initial Executive Board" of the Association shall be composed of three (3) persons appointed by the Declarant. No LATER than sixty (60) days after twenty-five percent (25%) of Condominium Units that may be created in the Condominium are deeded by Declarant to third party purchasers, one (1) member of the Initial Executive Board shall resign and a new member shall be elected by Owners other than Declarant. The Initial Executive Board shall serve until the "First Executive Board" is elected by the Members. Election of the First Executive Board shall be held in accordance with the By-Laws upon the earlier to occur of (i) two (2) years after the Declarant or its successors and assigns cease to offer Condominium Units for sale in the ordinary course of business; (ii) two (2) years after any Development Right to add new Condominium Units was last exercised; or (iii) within sixty (60) days after Declarant has conveyed, by deeds duly executed and recorded to third party purchasers, seventy-five percent (75%) of all the Condominium Units which may be created in the Condominium. Thereafter, elections of Executive Board members shall be held in accordance with the By-Laws.

4.4. Meetings of Executive Board. The Executive Board shall meet as set forth in the By-Laws.

4.5. Voting of Members. For all voting purposes, each Condominium Unit shall be entitled to one vote which may be cast by the Unit's Owner or the designated Voting Member; provided, however, that if an Owner is in default of this Declaration, including the failure to pay any assessment or failure to follow the Rules and Regulations, then that Owner may not vote (and shall not be included in calculating the number of Voting Members) until the default is cured as determined by the Board. The Declarant shall cast the votes for all Condominium Units owned by the Declarant. No vote shall be allocated to any Garage Unit or any Boat Slip in the Community Dock.

4.6. Future Development Property. The Association may not regulate the use of the Future Development Property.

4.7. Submission to Master Association. Pursuant to §448.2-120 of the Act, the Declarant or the Association, by and through its Executive Board, shall have the right to delegate any and all duties of the Association, and to assign any and all rights of the Association, including but not limited to those set forth in this Declaration, the Articles, By-Laws to a "**master association**".

4.8. Duties of the Executive Board. The Executive Board shall have the authority to fulfill all of its duties and obligations set forth in its Articles of Incorporation, By-Laws, this Declaration, the Rules and Regulations, and other governing documents. In addition to its other powers conferred by law or hereunder, the Executive Board shall be empowered to create procedures for resolving disputes between Owners and the Executive Board or the Association, including the appointment of committees to consider and recommend resolutions of any such disputes.

4.9. Management Company. The Association may enter into a contract with Declarant or its Affiliates, or other third-party management companies to manage the Condominium and may delegate any and all of its duties thereto (each, a "**Management Contract**"). Any Management Contract entered into

by the Association with the Declarant may be terminated by either party upon ninety (90) days prior written notice within 90 days after the date that the First Executive Board is seated.

4.10. Easements. The Executive Board and Declarant shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Condominium and establish, operate or maintain the same as a viable condominium project.

#### ARTICLE V. COMMON EXPENSE CHARGE AND COMMON EXPENSE FUND

5.1. Payment of Common Expenses. Subject to the other Sections of this Article, each Owner must contribute to the Common Expense Fund a portion of the annual Common Expense Charge for the expenses and administration of the Condominium, the maintenance and operation of the Common Elements as set forth in the Budget as determined by the Board, and other Common Expenses, which may be allocated on any basis as is allowed for the Allocated Interests to be allocated. The Common Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner will be exempt from the obligation to pay the Common Expense Charge because of not using or developing its Condominium Unit or the Common Elements, or because of any restriction on its use by reason of this Declaration, the By-Laws, or the Rules and Regulations; provided, however, due to the extensive investment in maintaining the Condominium grounds, and since the Units consist of Air Rights, the Declarant will have no obligation to pay any Common Expense Charges above the expenses and costs it pays on behalf of the Owners and the Association. The Common Expense Charge will include expenses and liabilities related to the maintenance of those Limited Common Elements the Association is obligated to or elects to maintain. Notwithstanding the forgoing or anything contained herein, the Declarant may allocate and/or the Executive Board may adjust and allocate any actual or anticipated cost of repair, replacement, maintenance, or insurance if such costs are due to the action, inaction, or negligence of the Owner (or the Guests, tenants, invitees, agents of the Owner). All costs or expenses incurred by the Association with respect to the repair, replacement, or upkeep of or related to a Limited Common Element shall be the sole responsibility and liability of the Owner(s) of the Condominium Unit(s) or Garage Unit(s) to which the Limited Common Element is appurtenant.

#### 5.2. Budget.

5.2.1. On or before October 31, after the first full calendar year in which an Annual Assessment (defined below) is made, the Executive Board shall meet and establish a budget for the operation and maintenance of the Condominium for that year (the "Budget"). The Budget shall set forth the Executive Board's reasonable estimate of all expenses that the Association will incur in the operation and maintenance of the Condominium for that year. Notwithstanding the forgoing, the initial Budget may be established by the Declarant controlled Board and attached to the Original Sales Certificate. Successive budgets shall include a reasonable allowance for contingencies and shall establish a "Replacement Reserve Fund", for maintenance, repairs, and replacements to Common Elements and Limited Common Elements, including those that must be replaced on a periodic basis. The Budget may also provide for ad valorem tax expenses of the Condominium if the taxing authorities have not then separately assessed and valued individual Units.

5.2.2. Thereafter, before the end of the last calendar quarter of each year, the Executive Board shall meet and establish a Budget for the succeeding calendar year. Each Budget shall be effective January 1 of the succeeding year unless rejected by Members (eligible to vote) holding at least a majority of the votes in the Association, in writing or by a majority vote at any regular or special meeting of the Members; PROVIDED, HOWEVER, that if a Budget increase is eighteen percent (18%) or less, from one calendar year to the next, then the Budget shall become effective January 1 of the succeeding year unless rejected by Members (eligible to vote) holding at least seventy-five (75%) of the votes in the Association, in a writing or at any regular or special meeting of the Members.

5.2.3. The Executive Board shall establish separate budgets for the operation of the Garage Units and for the operation of the Community Dock.

5.3. Common Expense Fund. All Assessments collected by the Association (other than Garage Unit Assessments and Community Dock Assessments), shall be paid into the Common Expense Fund to be held for the use and benefit, directly or indirectly, of the Condominium. The Common Expense Fund may be expended by the Executive Board for the purposes set forth herein and generally to promote the health, benefit, and welfare of the Condominium and the Owners. No Owner shall be exempt from the obligation to pay the Common Expense Charge because of lack of use of their Condominium Unit, the Common Elements, or Limited Common Elements, or because of any restriction on that Owner's use under this Declaration, the By-Laws, the Rules and Regulations, or actions taken by the Association (including remedial actions due to a violation of such governing documents by that Owner). Garage Unit Assessments and Community Dock Assessments shall be paid into a Garage Unit Expense Fund and a Community Dock Expense Fund, respectively, which funds shall be segregated from each other and from the Common Expense Fund.

5.4. Annual Assessment. Each year after the Budget is established, the Executive Board shall allocate the Common Expense Charge among the Owners according to their respective Allocated Interests (the "Annual Assessment"). The Annual Assessment assessed against each Owner, other than the Declarant, shall be due and payable, in advance on January 1 of each calendar year; provided, however, that the Executive Board may allow the payment of the Annual Assessments in quarterly or monthly installments. The Executive Board may also allow discounts to Owners if they pay the entire amount of the Annual Assessment for a particular calendar year before the first day of January for that year. Each Owner, other than the Declarant, shall pay a prorated portion of that year's Assessments upon closing the purchase of the Owner's Unit. Any amount not paid by the tenth (10th) day of the month in which it is due shall be deemed delinquent, and, without notice, (i) shall bear interest at the rate of eighteen percent (18%) per annum (or a lower rate if required by law) from the date originally due until paid, and (ii) the Owner shall be required to pay a reasonable administrative fee as established by the Declarant or Executive Board. The Declarant shall have no obligation to pay any Annual Assessment or any interest thereon. The Association shall reimburse the Declarant for all expenditures made by Declarant on behalf of the Association (which shall include all administrative costs, maintenance, renovation and replacement work, insurance and taxes, and any other items required to be paid by the Association hereunder).

5.5. Special Assessments. If the Executive Board at any time determines that the Common Expense Fund is insufficient, the Annual Assessment for any period is insufficient, or that the Association is in need of additional funds, then the Executive Board shall have the authority to levy a special assessment as it deems necessary (each, a "Special Assessment"). Furthermore, the Association may make a Special Assessment on any Owner who is required to repay any cost or expense to the Association or otherwise owes the Association any sums due under this Declaration, the By-Laws, or the Rules and Regulations. A Special Assessment shall be immediately effective and payable unless rejected by the Members (eligible to vote) holding at least a sixty-seven (67%) of the votes in the Association in writing or by a majority at the next regular or special meeting of the Members.

5.6. Special Individual Unit Assessments. Subject to the applicable provisions of the By-Laws regarding procedures with respect thereto (if any), the Executive Board may levy certain assessments against individual Condominium Units and the Owners of those Condominium Units, to reimburse the Association for those costs incurred in connection with that Condominium Unit or appurtenances thereto properly chargeable by the terms of this Declaration or under the Act (each, a "Special Individual Unit Assessment"). Properly charged items shall include but not be limited to (1) the cost to reimburse the Association for making repairs that are the responsibility of a Unit Owner but were not made by the Unit Owner after reasonable notice (such as repairs to Limited Common Elements for which an Owner is responsible), (2) the cost to reimburse the Association for any utility cost that the Executive Board, or its designee, reasonably determines is attributable to that Owner's Condominium Unit, (3) the portion of the cost of casualty and/or liability insurance provided by the Association that the Executive Board determines

is attributable to a particular use of a Condominium Unit or course of conduct by a Unit Owner or occupant of that Condominium Unit, (4) returned check charges, and (5) a Condominium Unit Owner's interest charges, late charges, collection costs, enforcement costs, arbitration charges attributable to a Condominium Unit or its Owner pursuant hereto. Each Special Individual Unit Assessment shall become due and payable on such date as the Executive Board determines and gives written notice to the Owner(s) subject thereto.

5.7. Enforcement Assessments. The Executive Board may, from time to time, determine, levy, assess and collect "Enforcement Assessments" against or from any Owner for personal charges incurred or created by Owner and for which the Association is or may be responsible for payment. Enforcement Assessments may include, but not be limited to, all monetary fines or other charges imposed or assessed against an Owner pursuant to the By-Laws, this Declaration, or the Rules and Regulations or any expense of the Association which is the obligation of an Owner pursuant to the By-Laws, this Declaration, or the Rules and Regulations.

5.8. Garage Unit Assessments. Notwithstanding anything to the contrary contained herein, only those Owners of a Garage Unit shall be responsible for all expenses related to the maintenance, upkeep, repair, replacement, and insuring of the Garage Units ("Garage Unit Common Expenses"). The Association shall endeavor to segregate Garage Unit Common Expenses from Common Expenses relating to other portions of the Condominium and shall assess Garage Unit Common Expenses on a per-capita, per-unit basis among all Owners of Garage Units (each, a "Garage Unit Assessment"). The Association shall also have the power to determine, levy, assess, and collect Special Assessments, Special Individual Unit Assessments, and Enforcement Assessments against any Garage Unit Owner under the same circumstances as provided in Sections 5.5, 5.6, and 5.7 hereof.

5.9. Community Dock Assessments. Notwithstanding anything to the contrary contained herein, only those Owners who own a Boat Slip in the Community Dock shall be responsible for the cost of maintenance, upkeep, repair, replacement, insuring, permitting, and other expenses related to the Community Dock and the Boat Slips ("Community Dock Expenses"), other than expenses relating exclusively to the Swim Deck ("Swim Deck Expenses"), which Swim Deck Expenses shall be deemed to be ten percent (10%) of the Community Dock Expenses and shall be Common Expenses. The Association shall endeavor to segregate Community Dock Expenses from Common Expenses relating to other portions of the Condominium and shall assess Community Dock Expenses among all Owners of Boat Slips in accordance with their Community Dock Allocated Interest (each such assessment, a "Community Dock Assessment"). The Association shall also have the power to determine, levy, assess, and collect Special Assessments, Special Individual Unit Assessments, and Enforcement Assessments against any owner of a Boat Slip under the same circumstances as provided in Sections 5.5, 5.6, and 5.7 hereof.

5.10. Payment of Assessments; Enforcement. All types of assessments provided for in this Declaration (collectively, "Assessments") shall be a personal and individual debt of the Owner, other than the Declarant. Suits to recover a money judgment for unpaid assessments may be maintained by the Association through the Executive Board without any requirement of a lien for assessments, nor shall a suit against the Owner personally be construed as a waiver of the right to maintain a lien.

5.10.1. In order to secure payment of the Common Expense Charge and all other Assessments, there is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Condominium Unit and Garage Unit, and the Limited Common Elements appurtenant thereto (including but not limited to the Boat Slips), to secure payment to the Association of any and all Assessments levied against such Condominium Unit, Garage Unit, and/or Limited Common Element (including but not limited to the Boat Slips), together with (a) interest thereon at the rate of eighteen percent (18.00%) per annum from the date of delinquency, (b) all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees and (c) an "Administrative Fee" set by the Board of at least Three Hundred Dollars (\$300.00). The lien will encumber the Condominium Unit and Garage Unit,

and all Limited Common Elements appurtenant thereto (including but not limited to the Boat Slips) of any Owner who is delinquent in the payment of any Assessment provided for in this Declaration, regardless of the purpose for which the Assessment was made (by way of example and not limitation, if an Owner of a Condominium Unit, Garage Unit, and Boat Slip is delinquent in the payment of an Annual Assessment, Garage Unit Assessment, *or* a Community Dock Assessment, the lien will attach to and encumber the Owner's Condominium Unit, Garage Unit, *and* Boat Slip). The lien will be in favor of the Association and will be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any property acquired under this Article V. It is the intent of the Owners that the lien with power of sale shall be a "Security Interest" as that term is defined in Section 443.290 of the Revised Statutes of Missouri.

5.10.2. At any time within thirty (30) days after the occurrence of any default in the payment of any Assessment, the Association or its authorized representative, may, but will not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Each demand will state the date and the amount of the delinquency. Each default will constitute a separate basis for a demand, claim of lien, or a lien, but any number of defaults may be included within a single demand, claim or lien. If such delinquency is not paid within ten (10) days after delivery of demand, or even without such a written demand being made, the Association may elect to file a claim or lien on behalf of the Association against the Condominium Unit and/or Garage Unit, and the Limited Common Elements appurtenant thereto (including but not limited to the Boat Slip(s)) of the defaulting Owner. A claim of lien will be executed and acknowledged by any officer of the Association and must contain the name of the delinquent party (as shown on the Association records), the Condominium Unit and/or Garage Unit and/or Boat Slip number or other designation, the total amount of the delinquency, and such other information as the Executive Board deems necessary and proper. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses will be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

5.10.3. Upon (i) recordation of a duly executed original or copy of the claim of lien, and (ii) mailing a copy thereof to the Owner, the lien claimed thereon will immediately attach and become effective in favor of the Association as a lien upon the Condominium Unit and/or Garage Unit, and the Limited Common Elements appurtenant thereto (including but not limited to the Boat Slip(s) of the defaulting Owner). The lien will have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes thereon or Assessments in favor of any municipal or other governmental assessing unit. The lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as may be changed or amended. The Sheriff will act as trustee and perform the sale and unless otherwise determined by the Sheriff, such sale shall occur at the door of the Stone County Court House. The Board, at its option, may remove the Sheriff as trustee and appoint a successor trustee by an instrument recorded in the Stone County Recorder's Office. The successor trustee shall succeed to all the title, power, and duties provided herein and by applicable law.

5.10.4. In addition to the lien hereby retained, in the event of nonpayment by any Owner of Assessments, the Association may, acting through the Executive Board, upon ten (10) days prior written notice thereof to the nonpaying Owner, (i) restrict the rights of the nonpaying Owner to use the Common Elements, the Community Dock, and/or the Boat Slips; and (ii) pursue any other remedy provided by law and require the Owner to pay all costs and expenses, including attorney fees, incurred while exercising the enforcement rights provided hereunder.

5.11. Other Remedies. In addition to the lien hereby retained and other remedies described herein, in the event of nonpayment by any Owner of any Assessment, the Association, upon ten (10) days

prior written notice thereof to the nonpaying Owner, for each and every occurrence of a non-payment, may:

5.11.1. restrict the rights of the nonpaying Owner to use the Easements, Common Elements, Limited Common Elements, or any other amenities and any facilities available to Owners or the Association by reason of any contracts, understandings, or leases, in such manner as the Association deems fit or appropriate;

5.11.2. impose and assess reasonable fines upon the nonpaying Owner;

5.11.3. pursue any other remedy provided by law; and

5.11.4. assess the nonpaying Owner for all costs and expenses, including attorney fees, incurred while negotiating, determining, and/or exercising the enforcement rights provided hereunder.

#### ARTICLE VI. MAINTENANCE, REPAIR AND DECORATION

6.1. Maintenance by Association. Subject to the terms of this Section 6.1, the Association shall have the duty and obligation to keep, maintain, repair and replace the Common Elements, Limited Common Elements (other than Boat Slips), and Condominium Unit Ground Surfaces, which must be maintained in an attractive manner for the benefit of the Condominium and the Owners.

6.1.1. The Common Elements, Limited Common Elements (other than Boat Slips), and Condominium Unit Ground Surfaces shall be maintained by the Association in their original quality or better. Neither the Association nor the Declarant nor their authorized agents will be liable for trespass for any maintenance, repair, or improvement.

6.1.2. The Association shall be responsible for the maintenance, upkeep, repair, replacement, insuring, permitting and operation of the Community Dock. No Owner may alter or otherwise modify the Community Dock nor any Boat Slips except that Owners of Boat Slips may install, maintain, modify, remove, and replace boat lifts and other related equipment in compliance with the SMP and Corps rules and regulations but only after obtaining written approval from the Association. The Association may require Owners of Boat Slips to provide specifications, plans, and other information regarding any such lift as well as the qualifications of the parties involved in the installation and/or repair.

6.1.3. The obligation to pay any and all costs and expenses incurred by the Association with respect to the repair, replacement, or upkeep of Limited Common Elements and Condominium Unit Ground Surfaces will be apportioned among the Owners to which such Limited Common Elements and Condominium Unit Ground Surfaces, are appurtenant based upon their relative Allocated Interest and shall be payable on demand as a Special Individual Unit Assessment as described in Section 5.7.

6.1.4. Except as otherwise specifically provided for herein, no Owner (other than the Declarant and Declarant Affiliates) may alter, modify, repair, replace, decorate, redecorate, improve, or take any other similar action with respect to any Limited Common Element (including a Boat Slip) or Condominium Unit Ground Surface without the express prior written consent of the Declarant prior to the Turnover Date, or the Association after the Turnover Date.

6.1.5. The Declarant hereby reserves for itself, the Association, and the Declarant Affiliates, a security interest in and lien upon the Property, the Condominium, each Condominium Unit, each Garage Unit, the Common Elements, the Limited Common Elements (including the Community Dock and Boat Slips), and the Condominium Unit Ground Surfaces, and all improvements therein for the payment of the costs, expenses, and fees described above.

6.2. Actions Regarding Common Elements and other Improvements. The Executive Board may, at any time, take the following actions relating to the Common Elements, Limited Common Elements, and Condominium Unit Ground Surfaces without any approval of the Owners being required:

6.2.1. Reconstruct, repair, replace or refinish any improvement.

6.2.2. Determine improvements to be obsolete and replace them with more modern comparable improvements or amenities.

6.2.3. Construct, pave, paint, repair, replace, or refinish the entrance area entrance drive, and/or roads and sidewalks within the Common Elements.

6.2.4. Maintain, irrigate, trim, replace, prune, and care for all vegetation and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Executive Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

6.2.5. Place, maintain, or repair signs as deemed appropriate for the proper identification, use, and regulation of the Condominium.

6.2.6. Do all such other and further acts which the Executive Board deems necessary to preserve and protect the Common Elements, Limited Common Elements, and Condominium Unit Ground Surfaces, and the beauty thereof.

6.2.7. Neither the Association nor the Declarant nor their authorized agents will be liable for trespass for any maintenance repair or improvement as described above.

6.3. Decoration, Maintenance, Alteration, and Repairs by Owners.

6.3.1. Each Owner, at that Owner's expense, must maintain and keep in repair the interior, including all fixtures, windows, doors, plumbing, plumbing fixtures, other cabling, electrical wiring, utilities and other systems, of the Dwelling, the Dwelling Façade, and such utilities and other systems located outside the Dwelling and within the Condominium Unit such as satellite dishes, central systems any heating, ventilation, and air-condition equipment.

6.3.2. Each Garage Unit Owner must maintain and keep in good repair their Garage Unit, including all fixtures, windows, doors, electrical wiring, and other systems located therein.

6.3.3. Each Owner of a Boat Slip must maintain and keep in good repair their Boat Slip and all improvements thereon or thereto.

6.3.4. If any Owner fails to maintain any portion of a Dwelling on their Condominium Unit, for which they are responsible, including the Dwelling Façade, or fails to maintain their Garage Unit or their Boat Slip, the Association shall have the right (but not the obligation), upon sixty (60) days written notice to the Owner, to perform such work as is necessary to put the Dwelling, Garage Unit, or Boat Slip in good order and repair. The cost thereof, plus an administrative and management fee of twenty-five percent (25%), shall be deemed debt of the Owner to the Association, payable on demand as a Special Individual Unit Assessment.

6.3.5. Except as otherwise specifically provided for herein, no Owner shall alter any Common Elements, Limited Common Elements, Condominium Unit Ground Surfaces, or Dwelling Façades without the prior written consent of the Declarant prior to the Turnover Date or the Association after the Turnover Date.

6.3.6. Owners may modify, alter, repair, decorate, redecorate, or improve the interior of any Dwelling and/or Garage Unit, provided such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any Limited Common Elements, Common Elements, or Dwelling Façade. No improvement or alteration of a Garage Unit may be performed which would require additional electrical power or change the Association's insurance rates, without the express prior written consent of the Association.

6.4. Maintenance of Lawns and Plantings. The Association will maintain (and replace as it deems necessary) all shrubs, trees, grass and plantings within the Condominium Unit Ground Surfaces (and throughout the Condominium) neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. The Association, or its agents, may enter upon any Condominium Unit to do so. Owners may plant and make changes to the shrubs, trees, and plantings within ten feet of their Dwelling with the prior written approval of the Executive Board. Owners may maintain, prune, and trim the shrubs, trees, and plantings such Owner has planted within ten feet of their Dwelling without the prior written approval of the Executive Board. If the Owner fails to maintain any shrubs, trees, and plantings planted by the Owner within ten feet of their Dwelling, the Association may, but shall not be obligated to, perform any work it deems necessary and proper and may charge the applicable Owner for the cost and expenses so incurred, plus twenty-five percent (25%). The cost thereof shall be deemed a debt of the Owner to the Association, payable on demand, as a Special Individual Unit Assessment and payment thereof shall bear interest at 1.5% per month and be secured and collected in the same manner as a Special Individual Unit Assessment.

6.5. Maintenance of Sewer and Septic Systems. Each Condominium Unit has a septic holding tank, septic lines, and related appurtenances ("Septic System"), which connect to a centralized sewer system ("Sewer System"). Each Septic System is a limited common element appurtenant exclusively to the Condominium Unit it serves. The Association shall have the right and duty to maintain each Septic System and shall cause the same to be pumped at such times and with such frequency as the Association deems appropriate, the cost of which shall be assessed against the Condominium Unit to which the Septic System is appurtenant as a Special Individual Unit Assessment. The Sewer System is a Common Element, which shall be maintained by the Association and the cost of which shall be assessed in the same manner provided herein for other Common Elements.

6.6. Responsibility for Damage. If the need for maintenance, repair, or replacement of all or any portion of the Condominium (including any Common Elements, Limited Common Elements, Dwelling, Dwelling Façade, Condominium Units, or Garage Units) or the Community Dock ("Caused Damage") is reasonably determined by the Declarant or the Executive Board to have been caused either (i) by the act, inaction, omission, negligence, or misuse of an Owner or their Guests, Unauthorized Guests, other family, invitees, contractors or agents (collectively, the "Causing Owner"), or (ii) an event, occurrence, or other circumstance (such as a leak, fire, failure to leave heat on in the winter or otherwise allow pipes to freeze), other failure to maintain, or any act deemed to be negligence on the part of the Causing Owner, then:

6.6.1. the Causing Owner will be responsible for all cost and expenses for the repair and/or replacement of any Caused Damage to the extent and in an amount equal to the current amount of the deductible of the Association's insurance then in effect;

6.6.2. no insurance claim will be made with Association's insurance carrier if the total personal obligation of the Causing Owner is equal to or less than the then current amount of the deductible of the Association's insurance;

6.6.3. any expenses incurred by the Association, the Declarant, or another Owner for the repair or replacement of the Caused Damage not covered by shall be a personal obligation of the Causing Owner; and

6.6.4. if the Causing Owner fails to repay the expenses incurred by the Association, Declarant, or such other Owner within thirty (30) days after notice to Causing Owner of the amount owed, then the failure to so repay shall be a default by the Causing Owner under provisions of this Declaration and payment thereof shall bear interest, be secured and collected in the same manner as a Special Assessment.

6.7. Standard of Maintenance, Repair and Work. All maintenance and repair of each Dwelling, Common Elements, Limited Common Elements, Garage Units, and any other items described above to be

performed by an Owner and/or the Association must be done in a good and workmanlike manner. Each Dwelling, Garage Unit, all Common Elements, and Limited Common Elements must be maintained in the same condition as when the original certificates of occupancy were granted or comparable standards established by the Declarant (its assigns) before the Turnover Date, and by the Association after the Turnover Date for that type of work. The Declarant before the Turnover Date, and the Association after the Turnover Date, may make conclusive determination as to whether any maintenance and/or repair meet established standards. In addition to any requirements which may be established under this Declaration, before the Turnover Date the Declarant, and after the Turnover Date the Association, may establish non-discriminatory restrictions on any and all persons performing work within the Condominium, including, without limitation, (a) restricting the hours during which work may be performed and restricting access of contractors to certain areas; (b) requiring that all persons performing any work have all necessary licenses and permits to perform the work; (c) requiring that all persons performing any work have adequate insurance coverage and that the Declarant, Declarant Affiliates, and the Association be a named additional insured on such policy(ies); and (d) requiring a security deposit or other collateral to protect against damage that may be caused during the work.

#### ARTICLE VII. INSURANCE

7.1. General Provisions. The Executive Board shall obtain and maintain the following minimum insurance coverages, in such amounts as specified below or such additional amounts as the Executive Board deems appropriate, and the premiums shall be paid out of the Common Expense Fund, the Garage Unit Expense Fund, and/or the Community Dock Expense Fund, as the case may be:

7.1.1. Insurance on all Common Elements (but excluding all Limited Common Elements appurtenant to a single Unit) which have insurable value, and on all Garage Units, against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Missouri, with such endorsements as the Executive Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof;

7.1.2. Commercial general liability insurance, including medical payments insurance, against claims for personal injury or death and property damage (minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on, or about the Condominium; upon, in, or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, and (when and as determined necessary by the Declarant) at least One Million Dollars (\$1,000,000.00) in so called "umbrella" coverage. Any policy obtained pursuant to this Subsection shall, if possible and practical considering the cost thereof, contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her, or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners, or the Association;

7.1.3. Casualty insurance on the Community Dock (but excluding any improvements made to Boat Slips or personal property therein or thereon) in an amount not less than the full insurable replacement cost thereof, and commercial general liability insurance against claims for personal injury or death and property damage (minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence) suffered by the public or any Owner, the family agent, employee, or invitee of any Owner, occurring in, on, or about the Community Dock;

7.1.4. Director's and Officer's liability insurance for the directors and officers of the Association; and

7.1.5. such other insurance as the Executive Board deems appropriate to protect the Association and the Owners.

The Association's insurance coverage DOES NOT COVER any loss or damage by fire or any other risks or casualty to any Dwelling, Condominium Unit, improvements to Boat Slips, or personal property of an Owner wherever located, nor does it provide any business interruption insurance. It is HIGHLY recommended that if an Owner intends to put their Condominium Unit on a nightly/weekly rental program they acquire business interruption insurance, coverage for special assessments as well as coverage for any deductible chargeable to an Owner from a claim involving such Owner. THE ASSOCIATION'S INSURANCE DOES NOT COVER ANY LOSS OR DAMAGE BY FIRE OR ANY OTHER RISKS OR CASUALTY TO BOATS, BOAT LIFTS, OR ANY PERSONAL PROPERTY OF AN OWNER.

7.2. Policies. All insurance provided for in Section 7.1 shall be obtained from responsible insurers authorized to do business in the State of Missouri, and provide the following:

7.2.1. Primary insured shall be the Association as Trustee for each Owner in accordance with the Owner's Allocated Interest;

7.2.2. The Owners will be insured with respect to liability arising out of their Allocated Interests;

7.2.3. Upon request, Mortgagees shall be named as additional insureds as their respective interests may appear;

7.2.4. The Declarant, its Members, and their Affiliates must be designated as additional insureds on all policies;

7.2.5. The insurer shall waive its rights to subrogation under the policy against the Declarant or any Owner; and

7.2.6. No act or omission by any Owner, unless acting with the scope of its authority on behalf of the Association, shall void the policy or the condition to recovery under the policy;

Any proceeds paid in respect of any insurance policy obtained by the Executive Board pursuant to this Article VII shall be held and disbursed by the Executive Board, as Trustee in accordance with this Declaration; provided, however, if any insurance claim made, is isolated to one Condominium Unit or Garage Unit, the deductible will be chargeable to the Owner of that Condominium Unit/Garage Unit as a Special Individual Unit Assessment.

7.3. Individual Owner's Insurance. The Association shall have no duty to obtain, maintain, or keep any property and casualty insurance covering any Condominium Unit, Dwelling, or Boat Slip. Therefore, each Owner must acquire and maintain insurance coverage as follows:

7.3.1. Insurance covering their Dwelling situated within their Condominium Unit and all Limited Common Elements appurtenant exclusively to their Unit, for the full replacement value including coverage for the Dwelling and all: (i) built-in bathroom fixtures, cabinets and vanities (including toilets, tubs, showers, sinks, (ii) built-in appliances, (iii) heating and air conditioning mechanical equipment, (iv) floor covering, sheet-rock, (v) plumbing systems within the Dwelling, (v) electrical systems within the building including built-in lighting fixtures and ceiling fans, (vi) other personal property permanently installed in a Dwelling as fixtures, and (vii) any other improvements that are included in the definition of Condominium Unit and all Limited Common Elements appurtenant exclusively to the Owner's Unit, insuring against loss or damage by fire and all other risks insured by standard extended coverage policies and use in the State of Missouri, with such endorsements as the Executive Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement costs thereof (the "Required Insurance Coverages"). The Declarant, the Association, and their respective Members and Affiliates, must be designated as additional insureds on all such policies. If an Owner fails to obtain and maintain the Required Insurance Coverages on their Dwelling/Unit the Association shall have the right (but not the obligation) to obtain and maintain the Required Insurance Coverages after sending such Owner

written notice at least sixty (60) days prior to such acquisition. All costs incurred by the Association to obtain and maintain the Required Insurance Coverages, plus an administrative and management fee of twenty-five percent (25%), shall be deemed debt of the Owner to the Association, payable on demand as a Special Individual Unit Assessment.

7.3.2. Insurance coverage on all contents and personal property within the Dwelling within their Condominium Unit, and within their Garage Unit (if any), including all personal property, furniture, kitchen utensils, freestanding refrigerators, ovens, stoves and ranges, microwaves, washers and dryers, pictures, mirrors, paintings, table and floor lamps, wall hangings, cloths, linens, supplies, household goods or any other used in the operation of the Unit for lodging, property of any Guests, invitees, tenants or family members, covering at a minimum one hundred thousand dollars (\$100,000).

7.3.3. Individual liability policy with one million dollars (\$1,000,000.00) liability limit, specifically covering bodily injury and property damage, and policy shall name Declarant, its members, and their respective successors and assigns (collectively, the "Declarant Affiliates"), and the Association as additional insureds.

7.3.4. Each owner of a Boat Slip shall insure their Boat Slip, all improvements thereon or thereto, and all personal property located in, on, or about their Boat Slip, under the policies of casualty and liability insurance required under Sections 7.3.1 through 7.3.3 hereof, in accordance with any rules and regulations promulgated by the United States Army Corps of Engineers.

7.3.5. Insurance known as "Loss Assessment" insurance coverage to cover condominium association special assessment precepted from/caused by a non-reimbursed insurance loss or a large insurance carrier deductible that must be passed to the individual condominium Owners in amounts equal to or greater than the Association's deductibles on its insurance coverages. Each Owner shall immediately provide the Declarant, Declarant Affiliates, the Association, and the Executive Board with proof of this insurance described herein. The Declarant, Declarant Affiliates, and the Executive Board may, but is not required to verify each Owner's insurance policy, as outlined herein.

7.3.6. Each Owner shall immediately provide the Declarant, Declarant Affiliates, the Association, and the Executive Board with proof of this insurance described herein above. The Declarant, Declarant Affiliates and Executive Board may, but is not required to, verify each Owner's insurance policy, as outlined herein.

7.3.7. All policies of casualty insurance carried by each Owner must be without contribution with respect to the policies of casualty insurance obtained by the Executive Board for the benefit of all of the Owners as above provided. Each Owner, at its own cost and expense, must carry an individual policy of liability insurance insuring against the Owner's liability, inasmuch as liability insurance policies to be carried by the Association will, as to each Owner, be only with respect to its liability arising out of the ownership, maintenance, or repair of that portion of the Condominium which is not reserved for its exclusive use or occupancy. It is HIGHLY recommended that if a Unit Owner intends the put their Unit on a nightly/weekly rental program they acquire business interruption insurance, coverage for special assessments as well as coverage for any deductible chargeable to an Owner from a claim involving such Owner.

7.4. Additional Insurance. Notwithstanding anything to the contrary in previous Sections of this Article VII, after the First Executive Board has been elected and is seated, the Executive Board may obtain and maintain the insurance coverage described in Section 7.3.1 on behalf of each Owner covering their Dwelling if the Executive Board determines it would be in the best interest of the Association or the Owners, PROVIDED, that Members (eligible to vote) holding at least seventy-five (75%) of the votes in the Association, in writing or by a majority at any regular or special meeting of the Members, do not reject the

determination. During any period in which the Executive Board obtains such coverages, the Owners will be released from the requirement of obtaining the coverages in Section 7.3.1.

#### ARTICLE VIII. FIRE OR CASUALTY: REBUILDING

8.1. Rebuilding. Any portion of the Garage Units and Common Elements (other than Limited Common Elements appurtenant to a single Unit), which is damaged or destroyed shall be repaired or replaced promptly by the Association. The Executive Board shall, promptly after the casualty, contract to repair or rebuild the damaged portions of the Garage Units or Common Elements. If the insurance proceeds are insufficient to provide for the needed repairs, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed as follows: (a) in the case of Common Elements, against all Owners in proportion to their Allocated Interests as a Special Assessment; (b) in the case of Garage Units, against all Owners of Garage Units on a per-capita, per unit basis as a Special Assessment; (c) in the case of Limited Common Elements not appurtenant exclusively to one Unit, other than the Community Dock, against all of the Owners to which such Limited Common Elements are appurtenant, in proportion to their relative Allocated Interests as a Special Assessment; or (d) in the case of the Community Dock, against all Boat Slip Owners in proportion to their relative Community Dock Allocated Interests as a Special Assessment. Any such Special Assessment will not require the consent of the Members. If any Owner fails to pay the Special Assessment when due, the Executive Board may make up the deficiency by payment from the Common Expense Fund in the case of Common Elements and Limited Common Elements other than the Community Dock, or the Garage Unit Expense Fund in the case of Garage Units, or the Community Dock Expense Fund in the case of the Community Dock. Payment of a Special Assessment for rebuilding may be enforced in the manner set forth in Section 5.10.

8.2. Repair of Condominium Units and Boat Slips. Each Owner shall be responsible for the timely reconstruction, repair, and replacement of its Condominium Unit, including the Dwelling, and all Limited Common Elements appurtenant to the Owner's Condominium Unit (including any Boat Slip(s)), and any contents or personal property therein or other items not covered by the Association's insurance including but not limited to the repair or replacement of any furniture, fixtures not permanently affixed to the Dwelling, furniture, kitchen utensils, freestanding refrigerators, ovens, stoves and ranges, microwaves, washers and dryers, pictures, mirrors, paintings, table and floor lamps, wall hangings, cloths, linens, supplies, household goods or any other personal property used in the operation of the for lodging, property of any Guest, invitees, tenants or family members, and all improvements thereon. ALL SUCH WORK PERFORMED BY AN OWNER (OR THEIR AGENT) MUST BE MADE WITH THE PRIOR APPROVAL AND SUPERVISION OF THE ASSOCIATION AND DECLARANT IN A GOOD AND WORKMANLIKE MANNER FREE OF LIENS, ENCUMBRANCES AND DEFECTS AND MADE WITH ALL NEW MATERIALS. If any Dwelling located within its Condominium Unit or any Limited Common Elements appurtenant to a Condominium Unit (including any Boat Slip(s)) is damaged or destroyed by any sort of casualty event ("Casualty Damage"), the Owner will be responsible for and shall cause the reconstruction, repair, and replacement of the Casualty Damage to be of equal or greater size, quality, and value. If the Owner fails to so reconstruct, repair, or replace the Casualty Damage within a reasonable time and in accordance with the forgoing, then the Association may:

8.2.1. Provided the Association is a Loss Payee on such Owner's insurance, the Association may utilize such insurance proceeds it receives to reconstruct, repair, or replace the Casualty Damage and charge the Owner, an administrative and management fee of twenty-five percent (25%) of the total cost of such work. Any funds remaining after completion of such rebuilding or repairs shall be retained by the Association as a part of the Common Expense Fund.

8.2.2. If the proceeds are insufficient, if there are no proceeds, or if the Association is not listed as a loss payee, then the Association may (i) reconstruct, repair, or replace the Casualty Damage and charge the Owner the total cost of such work plus an administrative and management fee of twenty-five percent (25%) of the total cost of such work, (ii) demolish all improvements, restore the Condominium Unit Ground Surface Area and sell to a third party as a vacant lot

Condominium Unit (and retain the proceeds as part of the Common Expense Fund) or (iii) make a Special Individual Unit Assessment against such Condominium Unit in an amount equal to the estimated total cost of such work.

8.3. Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by the Owner's negligence or misuse or by the negligence or misuse of its agents, Guests, tenants or employees and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any costs, including reasonable attorney fees.

8.4. Payment of Insurance Proceeds. Except as provided for above, all insurance proceeds and other funds received by the Association pursuant to this Declaration as a result of fire or other casualty loss causing damage or destruction to the Common Elements or the Garage Units shall be disbursed to or for the benefit of the Owners in the following manner:

8.4.1. The proceeds shall be applied toward the cost to repair or reconstruct the Common Elements (excluding Limited Common Elements appurtenant to a single Condominium Unit), the Garage Units, or the Community Dock as required by this Declaration in accordance with the contract or contracts entered into by the Executive Board, acting on behalf of the Association, to complete the repair or reconstruction. Any funds remaining after completion of the repair or reconstruction may be retained by the Executive Board as a part of the Common Expense Fund, the Garage Unit Expense Fund, or the Community Dock Expense Fund, as the case may be, or shall be paid to each Owner in accordance with each Owner's Allocated Interest in the case of Common Elements, per capita/per unit in the case of Garage Units, or in accordance with each Owner's Community Dock Allocated Interest, as the case may be, whichever the Executive Board deems in the best interest of the Association.

8.4.2. If the damage to the Condominium is so great that the Owners determine, in accordance with the Act and this Declaration, that the Condominium will terminate, then the proceeds shall be disbursed to or for the account of the Owners in accordance with their respective Allocated Interest appurtenant to each Condominium Unit (after taking into consideration any funds attributable to Limited Common Elements and the relative Allocated Interests of those Owners), per capita in the case of Garage Units, or in accordance with their respective Community Dock Allocated Interest in the case of Boat Slips, as follows:

- a) For the payment of all taxes or assessments to the State of Missouri or any political subdivision thereof then due, owing and unpaid;
- b) the payment of all sums unpaid on any first lien Mortgage;
- c) For the payment of any unpaid Assessments owing;
- d) For the payment of all sums unpaid on any other Mortgage; and
- e) The balance remaining, if any, will be paid to such Owner.

#### ARTICLE IX. EMINENT DOMAIN

9.1. General Provisions. If all or any part of the Condominium is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Executive Board and each Owner may participate in proceedings incident thereto at their respective expense. The Executive Board will give notice of the existence of the proceeding to all Owners and Mortgagees known to the Executive Board. The expense of participation in the proceedings by the Executive Board shall be borne by the Common Expense Fund or if necessary, by a Special Assessment to be levied by the Executive Board. The Executive Board is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Executive Board in its discretion deems

necessary or advisable. All damages or awards for any taking shall be deposited with the Executive Board, acting as Trustee, and shall be applied or paid as provided herein.

9.2. Common Elements. If an action in eminent domain is brought to condemn a portion of the Common Elements that are not Limited Common Elements appurtenant exclusively to one Unit, the Executive Board will have the sole authority to determine whether to defend or resist the proceeding; to make any settlement with respect thereto; or to convey property to the condemning authority in lieu of a condemnation proceeding. With respect to any taking of the Common Elements, all damages and awards shall be determined for the taking as a whole and not for each Owner's Allocated Interest therein (after taking into consideration any funds attributable to Limited Common Elements and the relative Allocated Interests of those Owners). After the damages or awards for the taking are determined, they shall be paid to each Owner in proportion to their Allocated Interest in the case of Common Elements other than the Community Dock, and in accordance with their Community Dock Allocated Interest in the case of the Community Dock. The Executive Board may, if it deems advisable, call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged.

9.3. Taking of Less than Two-Thirds of the Total Acreage of the Condominium. If any eminent domain proceeding results in the taking of or damage to less than two-thirds of the total acreage of the Condominium, then the damages and awards for the taking and the payment thereof shall be determined in accordance with the following:

9.3.1. The Owner or Owners of each Condominium Unit, Garage Unit, and/or Limited Common Element damaged by the taking shall determine by a majority vote whether the remaining area is useable for its purposes.

9.3.2. The Executive Board shall determine whether it is reasonably practicable to operate the remaining Condominium Units, Garage Units, and Common Elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

9.3.3. If the Executive Board determines that it is not reasonably practicable to operate the remaining Condominium Units, Garage Units, and Common Elements, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Allocated Interests (after taking into consideration the appurtenant Limited Common Elements and the relative Allocated Interests of each Owner), and the Condominium hereby established shall terminate. Provided, however, each Owner shall be the sole title holder to any improvements constructed by that Owner.

9.3.4. If the Executive Board determines that it is reasonably practicable to operate the remaining Condominium Units, Garage Units, and Common Elements, then the damages and awards to each Garage Unit and/or Condominium Unit and its appurtenant Limited Common Elements which the Owner determines is capable of being made usable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Condominium Units and/or Garage Units which are being repaired or reconstructed so as to be made usable. With respect to those Condominium Units and/or Garage Units which may not be made usable, the award made thereto shall be paid to the Owner who owns such Condominium Unit and/or Garage Unit and its appurtenant Limited Common Elements, or to its Mortgagee, as their interests may appear, and the remaining portion of the Condominium Unit and/or Garage Unit and the Limited Common Elements, shall become a part of the Common Elements and the repair and use thereof shall be determined by the Executive Board. Those Condominium Units and/or Garage Units which may not be made usable shall no longer be considered Condominium Units and/or Garage Units of the Condominium and the Allocated Interest appurtenant to each remaining Condominium Unit of the Condominium shall be adjusted by the Executive Board, in a reasonable manner to distribute the ownership of the undivided interests in the Common Elements among

the reduced number of Owners. After making the adjustment the Executive Board will cause an instrument reflecting the new Allocated Interest appurtenant to each Condominium Unit to be duly recorded.

9.4. Taking in Excess of Two-Thirds of the Total Acreage of the Condominium. If the entire Condominium is taken, or two-thirds or more of the Condominium is taken or damaged by the taking, all damages and awards shall be paid to the accounts of the Owners thereof, in proportion to the relative fair market value of each Owner's improvements and Condominium Units and Garage Units which were taken or damaged as determined by a qualified appraisal to be conducted by the Executive Board and the Condominium hereby established shall terminate upon payment of each Owner's share of the award. Upon termination, the remaining Condominium Units, Garage Units, Limited Common Elements, and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by the remaining Owners, as tenants-in-common, in their respective Allocated Interests (after taking into consideration the appurtenant Limited Common Elements and the relative Allocated Interests of each Owner), provided, however, that each Owner shall be the sole title holder to any improvements constructed within the Owner's former Condominium Unit.

9.5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Executive Board, acting as Trustee, subject to the provisions of any Mortgage affecting the Condominium Unit and/or Garage Unit, shall be applied first, to amounts due under any Mortgages; secondly, to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Condominium Unit and/or Garage Unit; thirdly, to the payment of any unpaid Common Expense Charges, or assessments charged to or made against that Condominium Unit and/or Garage Unit; and finally to the Owner.

#### ARTICLE X. AMENDMENTS TO DECLARATION

10.1. General Provisions. Except as otherwise provided in this Declaration, the provisions hereof may be amended by an instrument in writing, executed by the Executive Board with the consent of the Owners of at least eighty percent (80%) of the Allocated Interest. No Amendment of this Declaration may be effective until a written notice thereof is duly recorded in the Office of the County Recorder for Stone County, Missouri, along with an affidavit or certification of the members of the Executive Board stating that Members having the requisite Allocated Interests approved the Amendment. Declarant reserves the right to amend the provisions hereof at any time, and from time to time, prior to the recording of a deed to a third party conveying a Condominium Unit; provided, however, that this Declaration and the By-Laws of the Association will at all times contain the minimum requirements imposed by Chapter 448 of the Missouri Statutes, as revised and/or amended. No action to challenge the validity of an amendment adopted by the Executive Board or the Declarant pursuant to this Article X may be brought more than one (1) year after the amendment is recorded. The By-Laws of the Association may be amended as therein set forth. Notwithstanding anything contained in this Section 10.1, so long as the Declarant owns an interest in a Unit or in any Future Development Property, the Declarant hereby reserves the absolute and unconditional right to amend this Declaration, as the Declarant in its sole discretion deems in the best interest of the Condominium or the Association without the joinder of any other Person.

10.2. Mortgagee Protections. This Declaration may not be amended in a manner which materially affects the rights or security interest of a Mortgagee without the Mortgagee's consent. Unless at least fifty percent (50%) of the Mortgagees have given prior written approval, neither the Owners nor the Association shall be entitled to abandon or terminate the Condominium.

10.3. Scrivener's Error. Notwithstanding any provision hereof to the contrary, the right is expressly reserved to the Declarant and the Executive Board to amend this Declaration to correct any scrivener's error, to clarify any contradictory or confusing provisions, or to correct an erroneous legal description contained herein. Notwithstanding any provision hereof to the contrary, the right is expressly reserved to the Declarant to amend this Declaration to correct or clarify any contained herein that is contrary to the Declarant's intention in developing the Condominium and drafting this Declaration.

10.4. Compliance with Law. If any portion of this Declaration is found not to comply with the Act or any other applicable law, the Declarant or the Executive Board with the written consent of the Declarant may amend the Declaration to correct the defect and provide provisions necessary to maintain the Condominium in compliance with all laws, ordinances and regulations.

#### ARTICLE XI. MISCELLANEOUS

11.1. Partition. The Common Elements will remain undivided and may not be subject to an action for partition or division so long as the Condominium is maintained as a Condominium in accordance with the terms and provisions hereof. No Condominium Unit or Garage Unit may be partitioned or subdivided whether by agreement or judicial action, except in accord with Declarant's Development Rights and Special Declarant Rights, nor may a Limited Common Element or Garage Unit be conveyed separately from, or partitioned from, its Condominium Unit.

11.2. Severability. If any provision or portion of this Declaration is determined to be invalid, partially invalid or unenforceable, the remainder of this Declaration will remain in full force and effect.

11.3. Enforcement. The Executive Board shall enforce, and any Owner, may enforce any of the terms and provisions hereof by action at law or in equity; or the Executive Board, after ten (10) days prior written notice to the Owner in question, may pursue any of the remedies provided herein. If the Executive Board shall incur any costs or expenses, including attorney fees, while successfully enforcing any of the terms or provisions hereof, these costs and expenses will be paid by the Owner against whom the enforcement action was directed and may be collected as a Special Individual Unit Assessment. Failure by the Executive Board or any Owner or Owners to enforce the terms hereof may not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof. All remedies available to the Executive Board will be cumulative and not exclusive.

11.4. Covenant Running with Land. Subject to change according to this Article XI, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Declarant, all Owners, and their heirs, legal representatives, successors, and assigns.

11.5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operations, and enjoyment of the Common Elements (other than Limited Common Elements appurtenant solely to one Unit) and the Condominium, including any rules and regulations relating specifically to the Garage Units or the Community Dock, may be amended from time to time by the Executive Board and Declarant. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration will control. Each Owner, by accepting conveyance of a Condominium Unit, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

11.6. Exhibits. Any and all Exhibits, attached hereto, and any subparts thereof, amendments, or addenda thereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

11.7. Mortgagee Matters. Any Mortgagee, upon reasonable notice, may examine the books and records of the Association. Further, upon written request, any Mortgagee may, with respect to any Condominium Unit as to which it has a Mortgage, require written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration or the By-Laws. The Association, upon request, will notify a Mortgagee of any damage to or taking of the Common Elements or the Condominium Unit covered by the Mortgagee's Mortgage that is in excess of Ten Thousand Dollars (\$10,000.00). The Association may charge a reasonable fee as determined by the Executive Board for the cost and expense of providing to any Mortgagee any information or notice pursuant to this Subsection.

11.8. Resale Certificates. The Association may charge a reasonable fee as determined by the Executive Board for the cost and expense of preparing Resale Certificates.

11.9. Dissolution of Condominium. The Condominium may only be dissolved by the Association in accordance with the provisions of the Act.

## ARTICLE XII. FURTHER DEVELOPMENT

12.1. The Declarant hereby reserves all Development Rights described in this Declaration, which include all "declarant rights" and "special declarant rights" (as those terms are defined in the Act) as are afforded under the various provisions of the Act to the greatest extent possible. In the future, Declarant may add up to seventy-two (72) additional Condominium Units (and an equal number of Garage Units) to the Condominium. Landscaping, signage and lighting may be added to the Common Elements in the future.

12.2. Future Development Property. The Future Development Property may be developed in various phases and be annexed by Declarant into the Condominium within fifteen (15) years of the date of this Declaration; provided, that the Declarant may extend the development period for an additional ten (10) years by an amendment hereto. The Declarant may add or remove real property to and from the Future Development Property in any portions and order as the Declarant sees fit. A portion of the Future Development Property may be annexed without any of the remainder being annexed. The Declarant may annex non-contiguous parcels of the Future Development Property. If such development occurs, mutual easements, licenses, and rights shall be granted for the benefit of the Owners and future owners of Condominium Units hereafter created within the Future Development Property. In order to accomplish the orderly and complete development of the Project, and in order to insure the effective administration of the Project during each stage of development, each and every contract purchaser, Owner, lessee or occupant, or holder of any mortgage or other lien, by acceptance of a deed to Condominium Unit or by the acceptance of any other legal or equitable interest in the Project, does automatically and irrevocably consent to the further development of the Condominium as provided for herein.

12.2.1. The Declarant may add additional real property to the Future Development Property by amending this Declaration, without the approval required by Article X, to include the additional property, contiguous or non-contiguous, on additional Exhibits replacing and restating Exhibit "B" designating the additional property as Future Development Property.

12.2.2. The Future Development Property may be incorporated into the Condominium by amending this Declaration, without the approval required by Article X, to include the Future Development Property, or any part thereof, contiguous or non-contiguous on additional Exhibits replacing and restating Exhibit "A" (or other satisfactory method) designating the additional property as another phase of the Condominium. Each time an additional phase is added to the Condominium, the other Exhibits may also be amended and restated as necessary, to show the location, placement and relative size of each additional Condominium Unit in relation to the Project as a whole and the Allocated Interest of each Condominium Unit following the inclusion of more Units.

12.2.3. Upon completion of the Condominium within the Project this Declaration may be amended by the Declarant by attaching hereto final Exhibits reflecting the entire Project. The maximum number of Condominium Units (excluding Garage Units) which may be included within the Project is ninety (90).

12.3. Construction of Dwellings Within Condominium Units. In addition to the other reservations described in this Declaration, the Declarant reserves the right (for itself and its assigns), with respect to any Condominium Unit owned by it, to construct, remodel, demolish and/or reconstruct Dwellings in the Declarant's sole discretion without the requirement of obtaining any consent from the Executive Board as described in Article III, or elsewhere in this Declaration, or the consent of any Owner.

12.4. Condominium Conversion and Withdrawal of Units. In addition to the other reservations described in this Declaration, the Declarant reserves the right, with respect to any Condominium Unit or Garage Unit owned by it, to (a) subdivide the Condominium Unit or Garage Unit into one (1) or more Units

or Garage Units or undivided interests therein, (b) convert all or a portion of the Condominium Unit or Garage Unit to Common Elements, (c) enlarge the Condominium Unit or Garage Unit thus converting portions of the Common Elements into a Unit or Garage Unit, and/or (d) withdraw all or any part of a Condominium Unit, Garage Unit, and/or any Common Elements from the Condominium to the fullest extent allowed by the Act. To exercise any Development Rights or Special Declarant Rights reserved hereunder, the Declarant will prepare, execute and record an amendment to this Declaration, without the approval required by Article X, which will provide an identifying number for each new Unit created and, except in the case of the subdivision or conversion of Condominium Units or Garage Units described below, reallocate the Allocated Interests among the Units in accordance with this Declaration. The amendment will describe any Common Elements and/or Limited Common Elements thereby created, and, in the case of Limited Common Elements (if not already designated herein), designate the Condominium Units or Garage Units to which those Limited Common Elements are allocated. When the Declarant exercises any Development Right including the right to subdivide, enlarge or withdraw a Condominium Unit or Garage Unit previously created, or convert a Condominium Unit or Garage Unit to Common Elements, the Declarant will comply with the following:

12.4.1. If the Declarant converts a Condominium Unit entirely to Common Elements, the Declarant will make an amendment to the Declaration and Plat and will reallocate all the Allocated Interests of that Condominium Unit among the other Units as if that Condominium Unit had been taken by eminent domain.

12.4.2. If the Declarant combines one (1) or more Units into a single Unit or subdivides a Condominium Unit into two (2) or more Units, whether or not any part of the Condominium Unit is converted into Common Elements, the Declarant will make an amendment to the Declaration and Plat and will reallocate all of the Allocated Interests of the Condominium Unit among the Units created by the subdivision in any reasonable manner prescribed by the Declarant, in its sole discretion.

12.4.3. If the Declarant enlarges a Condominium Unit, the Declarant will make an amendment to the Declaration and Plat and will reallocate all of the Allocated Interests of the Condominium Units in a reasonable manner, in its sole discretion, in accordance with this Declaration.

12.4.4. If the Declarant withdraws a Condominium Unit from the Condominium, the Declarant will make an amendment to the Declaration and Plat and will reallocate all of the Allocated Interests of the withdrawn Condominium Unit among the other Units as if that Condominium Unit had been taken by eminent domain.

12.4.5. If the Declarant develops the property adjacent to the Condominium, the Declarant hereby reserves the right to use the Common Elements and amenities for the owners of units in that development provided that they pay a reasonable amenity use fee for the use and operation of the items made available to them.

12.5. Consent. The consent of Owners shall not be required for the exercise of any of the Development Rights or Special Declarant Rights described in this Article XII or in other parts of this Declaration, including the amendment of this Declaration as provided for in this Article XII, and the Declarant may proceed with the exercise of those Development Rights and Special Declarant Rights at its sole option and in its sole discretion. In order to accomplish the orderly and complete development of the Condominium, each and every contract purchaser, Owner, lessee or occupant, or holder of any Mortgage or other lien, by acceptance of a deed to any Condominium Unit and/or Garage Unit or by the acceptance of any other legal or equitable interest in the Condominium, does automatically and irrevocably consent to the further development of the Condominium as provided for herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

ST PROPERTIES, LLC  
a Missouri limited liability company

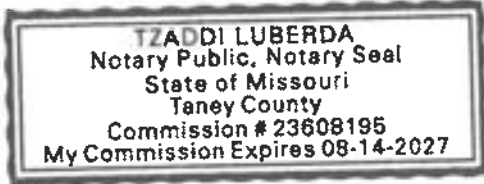
By: [Signature]  
James K. Towery, Manager

STATE OF MISSOURI        )  
  )ss.  
COUNTY OF STONE        )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared James K. Towery, to me personally known, who being duly sworn, did say that he is the Manager of ST Properties, LLC, a Missouri limited liability company, (the "Company"), that the foregoing instrument was signed on behalf of the Company and the said Manager acknowledged the instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Stone County, Missouri, the day and year first written above.

[Signature]  
Notary Public Tzaddi Luberda  
My Commission Expires: 8-14-2027



My Commission Expires: 8-14-2027

**EXHIBIT "A"****DESCRIPTION OF TABLE ROCK SHORE RESORT CONDOMINIUM**

a condominium in Stone County, Missouri,

A TRACT OF LAND BEING SITUATED IN PART OF THE E1/2 OF LOT OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 23 WEST AND PART OF THE S1/2 OF THE SE1/4 OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 23 WEST, STONE COUNTY, MISSOURI, BEGINNING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 31; THENCE N 87°23'50" W, ALONG THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4, A DISTANCE OF 182.46 FEET; THENCE N 6°29'03" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 88.96 FEET; THENCE S 77°13'26" W, A DISTANCE OF 47.21 FEET; THENCE S 14°15'35" E, A DISTANCE OF 34.44 FEET; THENCE S 2°36'10" W, A DISTANCE OF 42.37 FEET, TO A POINT ON THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4; THENCE N 87°23'50" W, ALONG SAID SOUTH LINE, A DISTANCE OF 153.21 FEET, TO A POINT ON THE GOVERNMENT FEE TAKE LINE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID GOVERNMENT FEE TAKE LINE AS FOLLOWS: THENCE N 1°55'25" E, A DISTANCE OF 159.90 FEET, TO AN EXISTING C.O.E. MONUMENT; THENCE N 2°02'59" E, A DISTANCE OF 199.48 FEET, TO AN EXISTING C.O.E. MONUMENT; THENCE N 3°12'25" E, A DISTANCE OF 298.92 FEET; THENCE S 87°11'06" E, A DISTANCE OF 329.91 FEET, TO A POINT ON THE CENTERLINE OF AN EXISTING 30 FOOT WIDE UTILITY AND ROAD EASEMENT; THENCE S 2°59'32" W, LEAVING SAID GOVERNMENT FEE TAKE LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 153.87 FEET; THENCE N 65°57'21" W, LEAVING SAID CENTERLINE, A DISTANCE OF 74.31 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT, 101.40 FEET (SAID CURVE HAVING A DELTA OF 47°48'12" AND HAVING A RADIUS OF 121.53 FEET); THENCE S 66°14'27" W, A DISTANCE OF 14.72 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, 27.19 FEET (SAID CURVE HAVING A DELTA OF 104°16'31" AND HAVING A RADIUS OF 14.94 FEET); THENCE S 38°02'04" E, A DISTANCE OF 25.37 FEET; THENCE S 19°20'05" E, A DISTANCE OF 22.19 FEET; THENCE N 78°10'01" E, A DISTANCE OF 117.76 FEET; THENCE S 79°34'20" E, A DISTANCE OF 46.89 FEET, TO A POINT ON THE CENTERLINE OF AN EXISTING 30 FOOT WIDE UTILITY AND ROAD EASEMENT; THENCE ALONG SAID CENTERLINE AS FOLLOWS: THENCE S 2°59'32" W, A DISTANCE OF 134.59 FEET; THENCE S 64°09'42" E, A DISTANCE OF 32.07 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, 67.46 FEET (SAID CURVE HAVING A DELTA OF 26°20'53" AND HAVING A RADIUS OF 146.70 FEET); THENCE S 37°48'49" E, A DISTANCE OF 52.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, 97.01 FEET (SAID CURVE HAVING A DELTA OF 37°53'21" AND HAVING A RADIUS OF 146.70 FEET); THENCE S 0°04'32" W, A DISTANCE OF 37.80 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, 59.66 FEET (SAID CURVE HAVING A DELTA OF 34°52'53" AND HAVING A RADIUS OF 97.99 FEET); THENCE S 34°48'20" E, A DISTANCE OF 88.13 FEET, TO AN EXISTING IRON PIN ON THE SOUTH LINE OF SAID SECTION 31, THENCE S 3°29'25" E, LEAVING SAID CENTERLINE AND SAID SOUTH LINE, A DISTANCE OF 94.37 FEET; THENCE S 5°35'35" W, A DISTANCE OF 35.76 FEET; THENCE N 84°24'25" W, A DISTANCE OF 72.47 FEET; THENCE S 5°35'35" W, A DISTANCE OF 30.00 FEET; THENCE S 84°24'25" E, A DISTANCE OF 60.22 FEET; THENCE S 5°35'35" W, A DISTANCE OF 9.36 FEET; THENCE S 84°24'25" E, A DISTANCE OF 134.55 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CAREFREE LANE; THENCE S 1°50'15" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 271.50 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LITTLE AUNTS CREEK ROAD; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AS FOLLOWS: THENCE S 84°29'54" W, A DISTANCE OF 89.10 FEET; THENCE N 88°01'11" W, A DISTANCE OF 210.42 FEET, TO A POINT ON THE WEST LINE OF SAID NE1/4 OF THE NE1/4; THENCE N 2°18'15" E, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, A DISTANCE OF 420.49 FEET; THENCE S 86°59'49" W, LEAVING SAID WEST LINE, A DISTANCE OF 105.86 FEET; THENCE N 2°47'56" E, A DISTANCE OF 69.52 FEET; THENCE N 86°59'49" W, A DISTANCE OF 89.09 FEET; THENCE S 32°48'19" W, A DISTANCE OF 34.23 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 8.20 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "B"****FUTURE DEVELOPMENT PROPERTY:**

The "Future Development Property" includes FUTURE DEVELOPMENT PROPERTY 1, 3, 3 and 4

**DESCRIPTION (FUTURE DEVELOPMENT PROPERTY 1):**

A TRACT OF LAND BEING SITUATED IN PART OF THE E1/2 OF LOT 2 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 23 WEST, STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE E1/2 OF LOT 2 OF THE FRACTIONAL NE1/4 OF SAID SECTION 6; THENCE S 87°49'18" E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 169.17 FEET, TO AN EXISTING IRON PIN, FOR A NEW POINT OF BEGINNING; THENCE S 87°35'09" E, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 125.88 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CAREFREE LANE; THENCE S 1°50'15" W, LEAVING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 175.67 FEET; THENCE N 84°24'25" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 134.55 FEET; THENCE N 5°35'35" E, A DISTANCE OF 9.36 FEET; THENCE N 84°24'25" W, A DISTANCE OF 60.22 FEET; THENCE N 5°35'35" E, A DISTANCE OF 30.00 FEET; THENCE S 84°24'25" E, A DISTANCE OF 72.47 FEET; THENCE N 5°35'35" E, A DISTANCE OF 35.76 FEET; THENCE N 3°29'25" W, A DISTANCE OF 94.37 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 23,076.33 SQ. FT. (0.53 ACRE) OF LAND, MORE OR LESS.

AND

**DESCRIPTION (FUTURE DEVELOPMENT PROPERTY 2):**

A TRACT OF LAND BEING SITUATED IN PART OF THE E1/2 OF LOT 2 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 23 WEST AND PART OF THE SE1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 23 WEST, ALL IN STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE E1/2 OF LOT 2 OF THE FRACTIONAL NE1/4 OF SAID SECTION 6; THENCE N 32°48'19" E, A DISTANCE OF 34.23 FEET; THENCE S 86°59'49" E, A DISTANCE OF 89.09 FEET; THENCE S 2°47'56" W, A DISTANCE OF 69.52 FEET; THENCE N 86°59'49" W, A DISTANCE OF 105.86 FEET, TO A POINT ON THE WEST LINE OF SAID E1/2 OF LOT 2; THENCE N 2°18'15" E, ALONG SAID WEST LINE, A DISTANCE OF 39.82 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 7,121.98 SQ. FT. (0.16 ACRE) OF LAND, MORE OR LESS.

AND

**DESCRIPTION (FUTURE DEVELOPMENT PROPERTY 3):**

A TRACT OF LAND BEING SITUATED IN PART OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 23 WEST, STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 31; THENCE N 87°23'50" W, ALONG THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4, A DISTANCE OF 182.46 FEET, TO THE NEW POINT OF BEGINNING; THENCE CONTINUING N 87°23'50" W, ALONG SAID SOUTH LINE, A DISTANCE OF 49.58 FEET; THENCE N 2°36'10" E, LEAVING SAID SOUTH LINE, A DISTANCE OF 42.37 FEET; THENCE N 14°15'35" W, A DISTANCE OF 34.44 FEET; THENCE N 77°13'26" E, A DISTANCE OF 47.21 FEET; THENCE S 6°29'03" E, A DISTANCE OF 88.96 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 3,743.24 SQ. FT. (0.09 ACRE) OF LAND, MORE OR LESS.

AND

DESCRIPTION (FUTURE DEVELOPMENT PROPERTY 4):

A TRACT OF LAND BEING SITUATED IN PART OF THE S1/2 OF THE SE1/4 OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 23 WEST, STONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 31; THENCE N 87°23'50" W, ALONG THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4, A DISTANCE OF 182.46 FEET; THENCE N 6°29'03" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 54.33 FEET; THENCE S 77°13'26" W, A DISTANCE OF 42.52 FEET; THENCE S 2°36'10" W, A DISTANCE OF 42.37 FEET, TO A POINT ON THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4; THENCE N 87°23'50" W, ALONG SAID SOUTH LINE, A DISTANCE OF 153.21 FEET, TO A POINT ON THE GOVERNMENT FEE TAKE LINE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID GOVERNMENT FEE TAKE LINE AS FOLLOWS: THENCE N 1°55'25" E, A DISTANCE OF 159.90 FEET, TO AN EXISTING C.O.E. MONUMENT; THENCE N 2°02'59" E, A DISTANCE OF 199.48 FEET, TO AN EXISTING C.O.E. MONUMENT; THENCE N 3°12'25" E, A DISTANCE OF 298.92 FEET; THENCE S 87°11'06" E, A DISTANCE OF 329.91 FEET, TO A POINT ON THE CENTERLINE OF AN EXISTING 30 FOOT WIDE UTILITY AND ROAD EASEMENT; THENCE S 2°59'32" W, LEAVING SAID GOVERNMENT FEE TAKE LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 153.87 FEET, TO THE NEW POINT OF BEGINNING; THENCE CONTINUING S 2°59'32" W, ALONG SAID CENTERLINE, A DISTANCE OF 23.57 FEET; THENCE N 79°34'20" W, LEAVING SAID CENTERLINE, A DISTANCE OF 46.89 FEET; THENCE S 78°10'01" W, A DISTANCE OF 117.76 FEET; THENCE N 19°20'05" W, A DISTANCE OF 22.19 FEET; THENCE N 38°02'04" W, A DISTANCE OF 25.37 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, 27.19 FEET (SAID CURVE HAVING A DELTA OF 104°16'31" AND HAVING A RADIUS OF 14.94 FEET); THENCE N 66°14'27" E, A DISTANCE OF 14.72 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, 101.40 FEET (SAID CURVE HAVING A DELTA OF 47°48'12" AND HAVING A RADIUS OF 121.53 FEET); THENCE S 65°57'21" E, A DISTANCE OF 74.31 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 9,624.96 SQ. FT. (0.22 ACRE) OF LAND, MORE OR LESS.

EXHIBIT "C"**Allocated Interests**

The **Allocated Interest** for any particular Unit is to be determined based upon the number of bedrooms of the Building contained within that Unit relative to the total number of bedrooms in Buildings in all of the Units as follows:

1. Multiply the RAI (defined below) for each bedroom configuration type as set forth below by the total number Units in that particular bedroom configuration type.
2. Obtain the sum of all of the products obtained from number 1 for ALL Units in all of the bedroom configuration types.
3. Divide the RAI associated with the particular Unit in question (based upon the bedroom configuration type), by the sum obtained from number 2.
4. The Allocated Interest for the particular Unit in question is the dividend obtained in number 3.

<u>Bedroom Configuration Type</u>	<u>RAI</u>
3 - BEDROOMS	.75
4 - BEDROOMS	1.00
5 - BEDROOMS (or more)	1.25

Any increase in the Budget will be apportioned to each Unit by multiplying the increase in the Budget by the Allocated Interest for that Unit.

*Among other Development Rights set forth in the Declaration, the Declarant has reserved the right to change, remove or add new Bedroom Configuration Types.*