

Amended and Restated Declaration for Anchor's Point Condominium

Dated: October __, 2021

Grantor and Grantee: Anchor's Point Condominium Owners Association, Inc.,
whose physical address is:

371 – 393 – 407 Anchor's Point Lane, Kimberling City, MO 65686

And whose mailing address is

P.O. Box 853, Kimberling City, MO 65686

Real estate: Exhibit A, pages 29-33

CONTENTS

1. Submission to Condominium Act.....	6
1.1. Submission of Real Estate to Condominium Act and Declaration [Original Declaration, Art. 1, sec. 1.1].....	6
2. Anchor’s Point Condominium Owners Association.....	7
2.1. Association and Membership [Art. 1, sec. 1.2.3 and Art. 7, Bylaws Art.1, sec.1, 2].....	7
2.2. Meetings and Voting [Bylaws Art. I, sec. 4-7 and Art. II, sec. 4] (The Condo Act, sec. 448.3-108-110, The Nonprofit Law, sec 355.231-296).....	7
2.3. No Control of Association by Declarant [Art. 7, sec. 7.9] (The Condo Act Sec. 448-103.4)	8
2.4. Election of Board Members by Owners [Art. 7, sec. 7.6(p), Bylaws Art. II sec.1-3] (The Condo Act Sec. 448.3-103.5, 448.3-103.6)	8
2.5. Liability [Art. 7, sec. 7.5]	8
2.6. Financial Records [Art. 7, sec. 7.7, Bylaws Art. IV, sec. 4, 5, 10] (The Condo Act Sec. 448.3-118) (The Nonprofit Law Sec. 355.846).....	8
2.7. Powers and Duties of the Board [Art. 7, sec. 7.6 and sec 7.8] (The Condo Act Sec. 448.3-102)	9
2.8. Association’s Control and Responsibility for Common Elements and Limited Common Elements [Art. 3, sec. 3.7 and sec. 3.8, Bylaws sec. 7(g)] (The Condo Act Sec. 448.3-107)	9
3. Units and Responsibility of Unit Owners.....	10
3.1. Location, Dimensions, and Identification of Units and Common Elements [Art. 2, sec. 2.1-2.3] (The Condo Act Sec. 448.2-104)	10
3.2. Unit Boundaries and Components [Art. 2, sec. 4].....	10
3.3. Unit Owner’s Responsibility for Maintenance, Repair and Alteration of Units and Certain Limited Common Elements [Art. 2, sec. 2.5(a), Art. 3, sec. 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.3-107).....	11
3.4. Use of Units [Art. 6, sec. 6.1]	11
3.5. Alterations to Units (Art 2, sec. 2.5]	11

CONTENTS *(continued)*

3.6. Leasing of Units; No Restrictions on Alienation [Art. 9]	11
3.7. Rights of Eligible Mortgagees [Art. 12, sec. 12.2, Bylaws Art. IV, sec. 4 and sec. 10] (The Condo Act sec. 448.2-119)	11
4. Common Elements, Limited Common Elements	12
4.1. Common Elements [Art. 2, sec. 2.4 (b), (d) and Art. 3, sec. 3.1 and sec. 3.5]	12
4.2. Limited Common Elements [Art. 2, sec. 2.4(a), (d), Art. 3, sec. 3.5 and sec. 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.2-108)	12
4.3. Allocated Interest in Common Elements [Art. 3, sec. 3.1 and sec. 3.2] (The Condo Act Sec. 448.2-107)	13
4.4. Separation of Ownership of Unit and Share of Common Elements [Art. 3, sec. 3.3](The Condo Act Sec. 448.050)	13
5. Use of Common Elements [Art. 6, sec. 6.10]	13
5.1. Signs, Antennae and Window Treatments [Art. 6, sec. 6.4]	13
5.2. Care of the Condominium [Art. 6, sec. 6.3]	14
5.3. Prohibited and Restricted Structures and Uses [Art. 6, sec. 6.5, 6.11]	14
A. Parking Restrictions [Art. 6, sec. 6.11]	14
B. Pets and Animals [Art. 6, sec. 6.5]	14
6. Easements [Art. 4]	14
6.1. Easements for Encroachment [Art 4, sec. 4.1]	14
6.2. Easements for Owners [Art. 4, sec. 4.2]	15
6.3. Association's Rights of Access [Art. 11 Sec. 11.1(g)]	15
6.4. Utility Easements (Art. 4, sec. 4.4)	15
6.5. Association's Access and Construction Easements	16
6.6. Effect of Easements	16
7. Assessments and Charges	16
Amendment to Declaration recorded June 24, 1993 in Book 220 Page1731] (The Condo Act sec. 448.3-115)	16
7.2. Common Expense Items [Bylaws Art. II, sec. 7, Art. IV, sec. 2]	17
7.3. Expenses Relating to Limited Common Elements [Art. 3, sec. 3.8] (The Condo Act sec. 448.3-115.3)	18
7.4. Special Assessments [Bylaws Art. IV sec. 6] (The Condo Act sec. 448.3-114)	18
7.5. Personal Charges (The Condo Act sec. 448.3-115.5)	19

7.1. Con

CONTENTS *(continued)*

7.6. Late Charges and Costs of Collection [Art. 7, sec. 7.6(k), Bylaws Art. IV, sec. 9] (The Condo Act sec. 448.3-102.1(11))	20
7.7. Transfer Fee and Lender Certification Fee (The Condo Act sec. 448.3-102.1(12))	20
8. Financial Administration, Management, Maintenance and Repairs	20
8.1. Administration [Art. 7, sec. 7.6(a),(f), sec. 7.8] (The Condo Act, sec. 448.3-102)	20
8.2. Budgets [Art.7, sec. 7.6(b), Bylaws Art. IV sec. 1] (The Condo Act sec. 448.3-103.3).....	21
8.3. Reserve and Replacement Funds [Bylaws Art. IV sec. 1, 6 and 8]	21
9. Remedies for Breach and Collection of Assessments [Art. 7, sec. 7.6(k), Art. 11, Bylaws sec. 9] (The Condo Act sec. 448.3-102, sec. 448.3-116).....	22
9.1. Rights to Enter and Abate and to Seek Injunction [Art. 11 sec.11.1(g,h)].....	22
9.2. Other Remedies [Art. 11, sec. 11.2].....	22
10. Development Rights [Art. 5].....	23
11. Insurance, Damage, Destruction and Condemnation [Art.8]	23
11.1. Insurance [Art. 8, sec. 8.2] (The Condo Act sec. 448.3-113)	23
11.2. Damage and Destruction [Art. 8] (The Condo Act sec. 448.1-107).....	23
11.3. Condemnation (The Condo Act sec. 448.1-107)	24
12. Termination and Amendment	25
12.1. Termination of Condominium [Art. 10, sec. 10.1] (The Condo Act sec. 448.2-118).....	25
12.2. Amendment of Declaration [Art. 13, sec. 13.1](The Condo Act sec. 448.2-117)	25
13. Miscellaneous Provisions	27
13.1. Captions	27
13.2. Manner of Giving Notice.....	27
13.3. Acceptance by Grantee	27
13.4. No Waiver; Remedies Cumulative	28
13.5. Severability	28
13.6. Interpretation	28
Exhibit A: Legal Description of Anchor’s Point Condominium.....	29
Exhibit B: APCOA Plat/Unit List	32

1 **THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

2 ("Declaration") is made by the owners of more than two thirds of the Units in the
3 Anchor's Point Condominium ("Anchor's Point" or "Condominium"), and is intended
4 to entirely supersede the Declaration of Condominiums recorded on January 2, 1990 in
5 Book 197 Page 415, in the office of the Stone County Recorder, (referred to collectively
6 as the "Original Declaration"). " **Recitals:**

- 7 1. The Original Declaration, as amended, contains many provisions that are no
8 longer applicable, because the Declarant no longer has any connection with or
9 authority over Anchor's Point. This Declaration eliminates those provisions and
10 references.
- 11 2. This Declaration is intended to more clearly guide Unit owners and the Board of
12 the Anchor's Point Condominium Association (the "Board" and the
13 "Association") in understanding their respective rights and obligations.
- 14 3. This Declaration should be read in conjunction with the recorded plats of the
15 Condominium (collectively, the "Plats"), which are recorded with the Original
16 Declaration and amendments thereto identified in Exhibit A to this Declaration.
- 17 4. In this Declaration, numbers in brackets in article and section titles refer to pages
18 and sections in the Original Declaration addressing the same subject matter.
- 19 5. In this Declaration, sections cited in parentheses refer to the relevant section(s) of
20 the Missouri Uniform Condominium Act ("Condo Act") or the Missouri
21 Nonprofit Corporation Law ("Nonprofit Law") addressing the same subject
22 matter.

23
24 **NOW, THEREFORE,** The Unit owners have by their votes authorized the Board of
25 Association to declare as follows:

26 1. **Submission to Condominium Act**

27 1.1. **Submission of Real Estate to Condominium Act and Declaration**

28 [Original Declaration, Art. 1, sec. 1.1]

29 C. James Christiansen, as Declarant, submitted the Condominium to the provisions of the
30 Missouri Uniform Condominium Act and the Original Declaration in 1990. C. James
31 Christiansen, is no longer involved with the Anchor's Point Condominium.

34 2. Anchor's Point Condominium Owners Association

35 2.1. Association and Membership [Art. 1, sec. 1.2.3 and Art. 7,
36 Bylaws Art.1, sec.1, 2]

37 (a) Anchor's Point Condominium Owners Association, Inc. (formerly known as
38 Kimberling Inn Rental Condominium Owners Association, Inc.) which was issued
39 charter no. N00040486 by the Missouri Secretary of State, is the assignee of the
40 powers and duties of the unincorporated association that served as the governing
41 association for all Owners of Units in the Condominium from 1990 through 2021,
42 and, through its Board, shall have the responsibilities for the maintenance,
43 management, operation, repairs and replacement of the Common Elements of the
44 Condominium and the Units as provided in the Condominium Act and this
45 Declaration and in the Bylaws and Rules adopted by the Association and the
46 Board.

47 (b) Each Owner of Unit shall automatically be a member of the Association.
48 Membership in the Association is a part of and is inseparable from ownership of a
49 Unit, transferring and terminating with the conveyance of a Unit.

50 (c) If ownership of a Unit is vested in more than one person, then each person so
51 vested is a member of the Association.

52 2.2. Meetings and Voting [Bylaws Art. I, sec. 4-7 and Art. II, sec. 4]

53 (The Condo Act, sec. 448.3-108-110, The Nonprofit Law, sec 355.231-296)

54 (a) The Association shall have at least one meeting per year, in the last calendar
55 quarter, for consideration of the proposed budget prepared by the Board. For
56 purposes of ratifying the budget, a quorum shall be 20% of the Allocated Interest,
57 as defined in section 4.3 hereof, in person, by electronic means, or by proxy. At
58 the meeting on the ratification of the proposed budget, the Condominium Act
59 shall apply to determine whether the budget is deemed ratified, regardless of the
60 attendance.

61 (b) Each Owner shall be entitled to a vote which is equivalent to his Allocated
62 Interest. The vote allocated to a Unit which is owned by more than one person or
63 entity may be cast only by the voting member designated for that Unit, as
64 provided in the Bylaws. Proxy voting is permitted only upon a form provided by
65 the Association that is in compliance with the applicable Missouri corporation
66 statutes.

67 (c) Voting rights transferred or pledged by any mortgage held by a mortgagee of
68 record for any Unit which has been recorded in the office of the Stone County
69 Recorder, a true copy of which has been filed with the Board, shall be exercised
70 only by the person designated in such instrument, or such person's proxy, until a
71 written release or other termination thereof has been recorded and a true copy
72 thereof has been filed with the Board.

73 (d) Any holder of a lien on a Unit is entitled, upon written request made to the
74 Association, to prompt written notice of any meetings of the Association
75 membership and is also entitled to attend such meetings.

76 (e) The Bylaws may contain provisions to authorize holding of meetings and
77 conduct of voting by electronic means.

78

79 2.3. No Control of Association by Declarant [Art. 7, sec. 7.9]

80 (The Condo Act Sec. 448-103.4)

81 The Declarant no longer has control of the Association and has no right to appoint Board
82 members or otherwise take part in Association business, unless the Declarant is an
83 owner of a Unit.

84 2.4. Election of Board Members by Owners [Art. 7, sec. 7.6(p),

85 Bylaws Art. II sec.1-3] (The Condo Act Sec. 448.3-103.5, 448.3-103.6)

86 Pursuant to Section 448.3-103.5 and Section 448.3-103.6 of the Condominium Act, the
87 Owners shall elect members of the Board as described in the Bylaws.

88 2.5. Liability [Art. 7, sec. 7.5]

89 Notwithstanding the duty of the Association to maintain, manage, operate, repair, and
90 replace parts of the Condominium, the Association's members and members of its Board
91 shall not be liable for any act, omission, injury or damage, except that which is due to
92 the willful misconduct or gross negligence of the Association.

93 2.6. Financial Records [Art. 7, sec. 7.7, Bylaws Art. IV, sec. 4, 5, 10]

94 (The Condo Act Sec. 448.3-118) (The Nonprofit Law Sec. 355.846)

95 The Board shall maintain financial records which meet all requirements set forth in
96 Section 448.3-118 of the Condominium Act and sections referenced therein. Any Unit
97 Owner or holder of a lien against a Unit may examine the Association's books at

98 reasonable times and is entitled, upon written request made to the Board, to receive
99 copies of Association financial statements and minutes of Association and Board
100 meetings.

101 The Board shall respond to requests from escrow companies for statements of
102 assessments owed for particular Units, when such requests are made in connection with
103 the conveyance or financing or refinancing of a Unit, without incurring any liability for
104 invasion of a Unit Owner's financial privacy. The Board may establish a reasonable
105 charge for responding to requests for statements of amounts due, preparation of
106 certifications to prospective lenders for Unit purchases or home-equity loans.

107 2.7. Powers and Duties of the Board [Art. 7, sec. 7.6 and sec 7.8]
108 (The Condo Act Sec. 448.3-102)

109 The Board shall have all powers and duties provided for in the Condominium Act or
110 Declaration, including the preparation of proposed budgets and the adoption of Rules
111 relating to the use of Common Elements, the regulation of rentals of Units, making
112 requirements for insurance coverage on Units, and such additional powers and duties as
113 are from time to time delegated to it by the Association in the Bylaws, subject to the
114 Condominium Act and this Declaration, and including without limitation Section
115 448.3102.1(2) of the Condominium Act, or to contract for the exercise of its powers and
116 the performance of its duties.

117 2.8. Association's Control and Responsibility for Common Elements and
118 Limited Common Elements [Art. 3, sec. 3.7 and sec. 3.8, Bylaws sec. 7(g)]
119 (The Condo Act Sec. 448.3-107)

120 Exclusive control and responsibility over the maintenance, repair, modification and
121 alteration of the Common Elements and the Limited Common Elements are vested in the
122 Association, exercised by the Association's Board. The Board shall at all times maintain
123 the Common Elements and the Limited Common Elements in good condition and
124 repair, except when the Association's members vote to not replace damaged or
125 destroyed Common Elements or Units or both.

126 No Owner of a Unit shall make any repairs, modifications, alterations, additions,
127 redecorations or replacements to a Common Element or a Limited Common Element,
128 unless such Limited Common Element is allocated exclusively to such Owner's Unit
129 under rules established by the Board, or to any other property of the Association.

130

131 3. Units and Responsibility of Unit Owners

132 3.1. Location, Dimensions, and Identification of Units and Common
133 Elements [Art. 2, sec. 2.1-2.3] (The Condo Act Sec. 448.2-104)

134 In this Condominium, a Unit is an interior portion of a building containing Units. The
135 location and dimensions of each Unit, and the Unit numbers assigned to each are
136 depicted on the recorded Plat for this Condominium. Any part of the Condominium
137 which is not a Unit is a Common Element. Common Elements are described in the
138 Condominium Act and Article 3 of this Declaration, and are at least partially depicted
139 on the Plat. Some Common Elements may be Limited Common Elements, if their use is
140 restricted to fewer than all the Unit owners; the term "Limited Common Element" is
141 described in more detail in Section 3.2 below.

142 Each Unit's identifying number is shown on the Plats. Any description of a Unit which
143 sets forth (a) the identifying number of the Unit designated above, (b) the name of this
144 Condominium, (c) the recording date of the Declaration, and (d) the county in which
145 the Condominium is located shall be deemed good and sufficient for all purposes.

146 3.2. Unit Boundaries and Components [Art. 2, sec. 4]

147 The Unit boundaries are as follows:

- 148 a. The boundaries of each Unit are the walls, floors and ceiling.
- 149 b. All lath, furring, wallboard, plasterboard, paneling, titles, wallpaper, paint,
150 finished flooring, and any other materials constituting any part of the finished
151 surfaces thereof are a part of the finished surfaces thereof are a part of the Unit,
152 and all other portions of the walls, floors, or ceilings are a part of the Common
153 Elements.
- 154 c. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other
155 fixture lies partially within and partially outside the designated boundaries of a
156 Unit, any portion thereof serving only that Unit is a Limited Common Element
157 allocated solely to that Unit, and any portion thereof serving more than one (1)
158 Unit or any portion of the Common Elements is a part of the Common Elements.
- 159 d. Subject to subparagraph (b) above, all spaces, interior partitions, and other fixtures
160 and improvements within the boundaries of a Unit are a part of the Unit.

161
162

163 3.3. Unit Owner's Responsibility for Maintenance, Repair and Alteration of
164 Units and Certain Limited Common Elements [Art. 2, sec. 2.5(a), Art. 3, sec.
165 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.3-107)
166 Control and responsibility over the maintenance, repair, modification and alteration of
167 all Units and Limited Common Elements (if any) accessible to only one Unit is vested in
168 the Owner of each such Unit, subject to the Board's right to impose regulations on
169 alterations and improvements, to regulate the time in which construction may take place,
170 and to impose design standards and permitted types of construction materials, to require
171 bonds to repair construction damage and assure clean-up, and to require evidence of
172 insurance for contractors.

173 3.4. Use of Units [Art. 6, sec. 6.1]

174 All Units shall be used exclusively as residences by Owners, their guests, tenants,
175 licensees and invitees, subject to the restrictions contained herein and in the Rules.

176 No business involving regular customer, client or delivery traffic may be conducted on
177 the Common Elements or in any Unit by the Association or any Owner or occupant.

178 3.5. Alterations to Units (Art 2, sec. 2.5]

179 No Owner may subdivide his Unit into two or more Units or change Unit boundaries,
180 except as allowed by the Condominium Act and this Declaration and Rules, and only
181 after obtaining the written approval of the Board.

182 The application to the Board for permission for such changes shall state the proposed
183 changes, contain a scale drawing of the proposed changes, and warrant that any
184 alteration or removal of any walls shall not impair the structural integrity or mechanical
185 systems or lessen the support of any portion of the Unit.

186 Any applications for relocation of Unit boundaries shall state the applicant's beliefs as to
187 what would constitute a reasonable reallocation of the Shares of the Units as modified.

188 The final determination of the reallocated Shares shall be within the sole discretion of
189 the Board.

190 If the Board approves the relocation of Unit boundaries, the Board will cause to be
191 prepared and shall record, at the cost and expense of the Owners whose Unit boundaries
192 are being relocated, an amendment to the Declaration and any Plats necessary to show
193 the altered boundaries and their dimensions and identifying numbers. The amendment
194 and Plats shall be executed by all of the Owners making application for relocation.

195 The approval of the Board shall not be deemed to constitute an opinion, certification or
196 warranty or otherwise impose any liability upon the Board or the Association with
197 respect to the effect of such improvements, alterations or relocation on the structural
198 integrity, mechanical systems or support of the Condominium.

199 3.6. Leasing of Units; No Restrictions on Alienation [Art. 9]

200 Whether or not so stated in any lease of a Unit, all tenants are obligated to comply with
201 the terms of this Declaration and with all rules of the Association. All owners of Units
202 that are leased are responsible to the Association and other owners of Units for their
203 tenant's compliance with the rules of the Association. There are no restrictions on the
204 sale of a Unit.

205 3.7. Rights of Eligible Mortgagees [Art. 12, sec. 12.2, Bylaws Art. IV, 206 sec. 4 and sec. 10] (The Condo Act sec. 448.2-119)

207 An "Eligible Mortgagee" is one who holds an interest in a Unit as beneficiary under a
208 deed of trust encumbering a Unit and has provided the Association with a copy of the
209 recorded deed of trust encumbering a Unit and a written request for notices. An Eligible
210 Mortgagee has the following right to:

- 211 a. Inspect Association records on the same terms as Unit Owners;
- 212 b. Notice of all proposed amendments to the Declaration, Bylaws and Rules;
- 213 c. Notice of any property loss, condemnation or eminent domain proceeding
214 affecting Common Elements, which would result in losses greater than 10%
215 of the Association's annual budget, or pertaining to the Unit which the
216 Eligible Mortgagee has encumbered;
- 217 d. Notice of the lapse, termination, or material modification of any insurance
218 policy held by the Association;
- 219 e. Notice of any default by the Owner of the mortgaged Unit which remains
220 uncured for 60 days; and
- 221 f. 30 days' notice of vote on any proposal to terminate the Condominium or
222 dissolve the Association.

223 Failure of the Board to give any notice to an Eligible Mortgagee of a proposed
224 amendment of the Declaration, Bylaws and Rules, shall not be a basis for invalidating
225 the adoption of the proposed amendment.

226

227 4. Common Elements, Limited Common Elements

228 4.1. Common Elements [Art. 2, sec. 2.4 (b), (d)

229 and Art. 3, sec. 3.1 and sec. 3.5]

230 The Common Elements are subject to the provisions of Articles 4 and 5 of this
231 Declaration, and are described as follows:

232 (a) The Common Elements consist of all the real estate and structures on the Plat,
233 except for Units.

234 (b) Common Elements (some of which may be designated as Limited Common
235 Elements) are described as follows:

- 236 ● all ducts, electrical equipment, wiring, pipes, and other central and
237 appurtenant transmissions facilities and installations over, under and
238 across the Condominium, which provide *more than one* Unit with services
239 such as power, light, gas, water, sewage disposal, air-conditioning, and
240 radio and television signal distribution, except to the extent that any such
241 equipment or facilities are owned by or leased from independent, third
242 party service providers;
- 243 ● all areas and spaces demarcated for parking or as parking spaces;
- 244 ● swimming pool and areas around the pool;
- 245 ● any and all other areas, corridors, stairways, halls, apparatus and
246 installations of common use which are necessary or convenient for the
247 existence, maintenance and safety of the Condominium, or normally in
248 common use, or as are specified in the Act.

249 4.2. Limited Common Elements [Art. 2, sec. 2.4(a), (d), Art. 3, sec. 3.5 and
250 sec. 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.2-108)

251 The Limited Common Elements are portions of the above Common Elements, the use of
252 which is reserved exclusively for one or more Units but fewer than all of the Units. Such
253 Limited Common Elements include, but are not necessarily limited to any structures
254 (such as porches or decks), equipment, items and areas designated as Limited Common
255 Elements on the Plat or Plats. Limited Common Elements are described as follows:

256 (a) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies,
257 patios, and all exterior doors and windows or other fixtures designated to serve a

258 single Unit, but located outside the Unit's boundaries, are Limited Common
259 Elements allocated exclusively to that Unit.

260 The repair and replacement of Limited Common Elements allocated to only one Unit is
261 the financial responsibility of the owner of the Unit which the Limited Common Element
262 serves.

263 4.3. Allocated Interest in Common Elements [Art. 3, sec. 3.1 and sec. 3.2]
264 (The Condo Act Sec. 448.2-107)

265 Each Unit, and the owners of each unit, have an Allocated Interest of 1.4925% of the
266 Common Expenses of Anchor's Point allocated to each Unit. The Allocated Interest is
267 also the voting interest of each Unit. Combination of Units will not affect this Allocated
268 Interest, and the combined Units shall have an Allocated Interest that the sum of the
269 Allocated Interests of the combined Units.

270 4.4. Separation of Ownership of Unit and Share of Common Elements
271 [Art. 3, sec. 3.3](The Condo Act Sec. 448.050)

272 The ownership of any Unit and the corresponding Share of Common Elements for a
273 Unit shall not be separated and any purported conveyance, encumbrance, judicial sale,
274 or other voluntary or involuntary transfer of an undivided interest in the Common
275 Elements made without the Unit to which that interest is allocated, is void. Any
276 conveyance, transfer or encumbrance of a Unit shall be deemed to convey, transfer,
277 encumber or otherwise affect the Owner's corresponding Share of the Common
278 Elements, whether or not the Common Elements are mentioned in the instrument of
279 conveyance.

280 5. Use of Common Elements [Art. 6, sec. 6.10]

281 5.1. Signs, Antennae and Window Treatments [Art. 6, sec. 6.4]

282 No signs shall be hung or displayed on the outside of windows or placed on walls of
283 any building, and no awnings, canopy, shutter, or radio or television antenna shall be
284 affixed to or placed upon an exterior wall or roof without prior written consent of the
285 Board. All draperies hung in windows or openings where same will be visible from the
286 exterior of the Unit, shall be lined with white colored material so that all draperies
287 within the condominium shall appear white from the exterior. Unit owners may choose
288 to use horizontal blinds, white in color, in lieu of draperies, on the front and sides of
289 each building. Without prior written authorization from the Board of Managers, no "For
290 Sale" or "For Rent" signs shall be displayed on the exterior of any unit or at any place

291 within the interior of any unit which could be seen from outside the unit, by any
292 person, firm or corporation.

293 Antennae, dishes and other telecommunications equipment may not be affixed on the
294 Common Elements.

295 5.2. Care of the Condominium [Art. 6, sec. 6.3]

296 Each Unit occupant shall exercise reasonable care in the use of the Unit and the Common
297 Elements, and any property of the Association. Owners are responsible for the failure of
298 their tenants to exercise reasonable care.

299 5.3. Prohibited and Restricted Structures and Uses [Art. 6, sec. 6.5, 6.11]

300 The structures and uses listed below are prohibited within the Condominium, except
301 under the terms described.

302 A. *Parking Restrictions* [Art. 6, sec. 6.11]

303 1. The Board shall establish and enforce parking restrictions through its
304 established rules.

305 B. *Pets and Animals* [Art. 6, sec. 6.5]

306 2. The Board shall establish and enforce pet and animal restrictions through
307 its established rules.

308 C. *Remedies* [Art. 6, sec. 6.5]

309 3. If problems are caused by pets that disturb other owners of Units, the
310 Board may exercise fines or other remedies to address the situation.

311 6. Easements [Art. 4]

312 6.1. Easements for Encroachment [Art 4, sec. 4.1]

313 If, through construction, settlement or shifting of any building, any part of the Common
314 Elements should encroach upon any part of a Unit, or should any part of a Unit encroach
315 upon any part of the Common Elements or upon any other Unit, perpetual easements
316 for the maintenance of any such encroachment and for the use of the space required
317 thereby are hereby established and shall exist for the benefit of the Unit or the Common
318 Elements, as the case may be; provided, however, that no easement shall be created in
319 the event the encroachment is due to the willful conduct of the Owner.

320 6.2. Easements for Owners [Art. 4, sec. 4.2]

321 Perpetual non-exclusive easements of use and enjoyment, ingress and egress, are hereby
322 established appurtenant to all Units, for and by the Owners, members of their families,
323 their tenants, guests, licensees, invitees and servants, in and to all Common Elements,
324 except Limited Common Elements not in whole or in part allocated to a single Unit.

325 6.3. Association's Rights of Access [Art. 11 Sec. 11.1(g)]

326 The Association, acting through the Board or such other person as the Board designates,
327 shall have an irrevocable right of access to each Unit, without liability for trespass,
328 during reasonable hours, as may be necessary to perform and carry out their respective
329 rights, duties and responsibilities as set forth herein, in the Bylaws, or in the Rules
330 including, but not limited to:

- 331 (a) making emergency repairs;
- 332 (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful
333 activity in such Unit;
- 334 (c) assisting law enforcement personnel who have search warrants by allowing
335 them to enter Units without damaging doors and windows.
- 336 (d) protecting the property rights and general welfare of the Owners and Unit
337 Occupants of Units; and
- 338 (e) any other purpose reasonably related to the performance by the Board of their
339 respective duties and responsibilities under this Declaration, the Bylaws,
340 the Rules, or under any other lawful and proper authorization.

341 This right and authority to enter any Unit shall be exercised in such manner as to avoid
342 any unreasonable or unnecessary interference with the possession, use and/or enjoyment
343 of any Unit by any occupant thereof, and shall be preceded by reasonable notice to the
344 Unit occupant(s) whenever the circumstances reasonably permit.

345 6.4. Utility Easements (Art. 4, sec. 4.4)

346 This Declaration is subject to all easements granted or reserved heretofore or by the Plat,
347 as amended, established and dedicated for sanitary sewers, electricity, cable TV, water
348 and telephone and for all other public utility purposes, including the right to install, lay,
349 maintain, repair, and replace water mains and pipes, sewer lines, drainage, telephone
350 wires and equipment, electrical conduits and wires over, under, along and on the
351 portions of the Common Elements. The Board may grant easements for utilities and
352 amendments to easements for utilities.

353 6.5. Association’s Access and Construction Easements

354 The Association maintains a perpetual access and construction easement over and across
355 the Condominium for such purposes as the Board sees fit, including, but not limited to,
356 the following:

- 357 (a) connection to any utilities;
- 358 (b) granting any easements required by government bodies or utility companies;
- 359 (c) the repair, replacement or installation of any utility lines servicing the
360 Condominium or adjoining property, including, but not limited to, water,
361 sanitary sewer, stormwater run-off, natural gas, electric, telephone, data
362 transmission, or digital or cable television;
- 363 (d) construction of additional improvements to the Condominium or on adjoining
364 property (whether or not the adjoining property is to be included within
365 the Condominium);
- 366 (e) installation, maintenance and replacement of signs or signage, and other
367 purposes; and
- 368 (f) as necessary to install cable, wire, faceplates, hubs, connectors, antenna,
369 satellite dishes, receivers or other devices used to connect or facilitate
370 digital TV, cable TV, satellite TV, telephone, computer, data or other similar
371 services as the Board sees fit.

372 6.6. Effect of Easements

373 All easements and rights herein described shall run with the land and inure to the
374 benefit of and be binding on the Association and any Owner, Unit occupant, purchaser,
375 mortgagee or other person having an interest in any portion of the Condominium herein
376 described, whether or not such easements are mentioned or described in any deed or
377 conveyance.

378 7. Assessments and Charges

379 7.1. Common Expense Assessments [Art. 3, sec. 3.1; Exhibit C to Fourth
380 Amendment to Declaration recorded June 24, 1993 in Book 220 Page
381 1731] (The Condo Act sec. 448.3-115)

382 Each Owner, including a mortgagee of record acquiring title to a Unit through
383 foreclosure or the acceptance of a deed in lieu of foreclosure, shall be required to pay

384 Common Expense Assessments for each Unit owned. APCOA generally refers to the
385 "common expense assessment" as "Quarterly Maintenance Fee," the two terms meaning
386 the same thing.

387 The Common Expense Assessment shall be levied by the Association, through the Board,
388 to meet the Common Expenses, in the manner provided by the Condominium Act, on the
389 basis of a budget submitted to the Unit owners. The Common Expense Assessments shall
390 be allocated to each Unit and each Unit Owner on the basis of each Unit's Allocated
391 Interest of 1.4925%.

392 7.2. Common Expense Items [Bylaws Art. II, sec. 7, Art. IV, sec. 2]

393 The Common Expenses shall include, but shall not be limited to, the following:

- 394 (a) any assessment, fee or charge levied by the Association on behalf of the
395 Owners, pursuant to the provisions of any lease or other agreement for
396 utilities (unless metered separately to Units), and amenities;
- 397 (b) any ad valorem taxes, personal property taxes or other fees or assessments
398 levied by governmental authorities upon property owned by the
399 Association or upon the Common Elements, including the Limited
400 Common Elements, that is not assessed to the Owners individually;
- 401 (c) the maintenance, repair, modification, alteration, redecoration and
402 replacement of the Common Elements and the Limited Common Elements;
- 403 (d) insurance coverage required by the Condominium Act or this Declaration or
404 provided pursuant to the Bylaws or the acts of the Board;
- 405 (e) the purchase, rental, repair and replacement of any furniture, fixtures or
406 equipment owned or leased by the Association, including reserves for the
407 replacement of such furniture, fixtures or equipment;
- 408 (f) administrative costs of the Association, including costs for professional
409 consultants, such as attorneys, accountants, auditors and engineers, and
410 costs for office equipment, rent, wages and salaries, taxes, supplies,
411 postage, and other office expenses;
- 412 (g) reserves for the repair and replacement of components of the Common
413 Elements, such as exterior and structural elements of buildings (roofs,
414 siding, windows and entry doors etc.), sidewalks, parking lots, railings,
415 water well, water lines, and wastewater collection and treatment system.;
- 416 (h) management fees and expenses; and

417 (i) any other costs incurred by the Association in connection with the
418 maintenance, repair, replacement, restoration, redecoration, improvement,
419 operation and administration of the Condominium, and in connection with
420 the operations and administration of the Association, including the costs
421 incurred by the Association in abating any nuisance or correcting any
422 violation of this Declaration or the rules.

423 Common Expenses that benefit some but not all the Units may in the Board's sole but
424 reasonable discretion be allocated solely to the benefited Units.

425 At the time of purchase/sale, each existing Owner and each new Owner shall prorate the
426 Common Expense Assessment, so that each pays the portion of Common Expense
427 Assessment prorated to time of ownership.

428

429 7.3. Expenses Relating to Limited Common Elements [Art. 3, sec. 3.8]

430 (The Condo Act sec. 448.3-115.3)

431 The Association shall endeavor to the best of its ability to segregate or cause to be
432 segregated all expenses, including taxes, relating to the care, maintenance, replacement
433 and upkeep of Limited Common Elements and to make assessments with respect to
434 such expenses only upon those Units to which the Limited Common Elements are
435 allocated. If such segregation is impracticable, the Board shall, in its sole discretion,
436 estimate and allocate such expenses and make assessments accordingly. Such
437 assessments, however determined, shall be referred to herein as "Limited Common
438 Element Assessments." Limited Common Element Assessments shall be borne by each
439 Owner to whom an interest in the Limited Common Element is allocated in the same
440 proportion as his Share bears to the aggregate of the Shares of all Owners to whom the
441 Limited Common Element is allocated and shall be enforceable in the same manner as
442 Assessments are enforceable hereunder or under the Condominium Act.

443

444 7.4. Special Assessments [Bylaws Art. IV sec. 6]

445 (The Condo Act sec. 448.3114)

446 If the Common Expense Assessments collected from the Owners are at any time
447 inadequate to meet the costs and expenses incurred by or imposed upon the Association
448 for any reason, including but not limited to, the nonpayment by any Owners of any
449 Assessment, the Board shall immediately determine the approximate amount of such
450 inadequacy, prepare a supplemental budget and submit it to the Owners along with an
451 adjustment to Common Expense Assessments, create a Special Assessment upon each

452 Owner, in such amount(s) as the Board determines to be necessary in order to pay the
453 Association's costs and expenses. Such Special Assessment shall be allocated among the
454 Owners on the basis of each Owner's Share. The Special Assessment may include all or
455 a portion of the Association's insurance deductible relating to repairs to Common
456 Elements and Units.

457 In the event the Board has determined that a capital investment is required that cannot
458 be paid by the Common Expense Assessment, and that capital investment is in excess of
459 \$25,000, the Board shall submit for their approval that Special Assessment to the
460 Owners along with justification for the capital investment and the Special Assessment.
461 More than 50% Owners must approve of the project and the Special Assessment. Any
462 Special Assessment shall be due and payable within 45 days after the date upon which a
463 written notice of such Special Assessment is mailed to the Owner, unless the Board
464 determines that installment payments shall be permitted and provides each Owner with
465 an approved payment schedule, in which case payments must be made no later than is
466 specified in such payment schedule. If the Board authorizes the payment of any Special
467 Assessments in installments, no notice of the due date of each individual installment
468 shall be required to be given, other than the aforesaid Special Assessment notice. Special
469 Assessments shall be used only for the specific purpose set forth in the Special
470 Assessment Notice or shall be returned to the applicable Owners unless the Owners
471 agreed via vote in advance for any excess shall be used for some other expense.

472 7.5. Personal Charges (The Condo Act sec. 448.3-115.5)

473 Each Owner shall be responsible for paying to the Association any and all expenses
474 incurred as a result of the act or omission of that Owner or any other person(s)
475 occupying such Owner's Unit, including, but not limited to, the cost to repair any
476 damage to any Unit or Common Element, the cost to satisfy any expenses arising from
477 an intentional or negligent act or omission of the Owner, a member of his family, his
478 guests, tenants, invitees or licensees (to the extent not covered by insurance), or resulting
479 from his or their breach of any of the provisions of this Declaration, the Bylaws, or the
480 Rules, and any late fees, fines, attorney fees and other amounts that are permitted to be
481 assessed against a particular Owner. Such expenses are referred to here as Personal
482 Charges.

483 Any expenses incurred by the Association in connection with the maintenance, repair or
484 replacement of a Unit or Units, in connection with the Association's work on Common
485 Elements or Limited Common Elements, shall be assessed in equal shares as a Personal
486 Charge against the Owners to whose Units the Common Element or Limited Common
487 Element was appurtenant at the time the Common Expense was incurred. All Personal

488 Charges shall be due and payable within 30 days from the date upon which a notice of
489 such Personal Charge is mailed to the responsible Owner. The Association may also
490 seek reimbursement for its costs from the person or persons whose behavior resulted in
491 the damage.

492 7.6. Late Charges and Costs of Collection [Art. 7, sec. 7.6(k),
493 Bylaws Art. IV, sec. 9] (The Condo Act sec. 448.3-102.1(11))
494 Common Expense Assessments, Special Assessments and Personal Charges that are
495 unpaid for a period of not more than 15 days after the due date thereof shall bear interest
496 at the rate of 18% per annum on the unpaid balance, or such lesser rate as is approved by
497 the Board, plus costs and expenses of collection, including legal fees, process servers' fees
498 and expenses, court fees, and court reporter charges. Late charges and other costs of
499 collection shall be imposed regardless of whether or not a lawsuit for collection is filed
500 and pursued to completion.

501 7.7. Transfer Fee and Lender Certification Fee
502 (The Condo Act sec. 448.3-102.1(12))

503 The Association is hereby authorized to impose and assess a uniform fee, not to exceed
504 \$500, for preparation of resale certificates, and for the completion of certificates for
505 lenders who proposed to make a loan secured by a Unit, on such terms and in such
506 amount as determined by the Board and reflected in the Board's resolution. The transfer
507 fees shall be paid before the Association provides a resale certificate to any owner or a
508 certificate or questionnaire to a lender. The Board may or may not, at the Board's
509 election, recognize transfers of ownership of Units until all Assessments and any
510 transfer fee have been paid to the Association.

511 8. Financial Administration, Management, Maintenance and 512 Repairs

513 8.1. Administration [Art. 7, sec. 7.6(a),(f), sec. 7.8] (The Condo Act, sec.
514 448.3-102)

515 Responsibility for the maintenance, repair, replacement, restoration, improvement,
516 operation and administration of the Condominium, including all Common Elements and
517 Limited Common Elements, shall be vested in the Association, to be exercised by the
518 Board, as more fully explained in Section 9.6 of this Declaration. The Association shall act
519 as the agent of all the Owners in collecting Assessments and in paying the Association's

520 expenses and other Common Expenses, however characterized. The Association, through
521 its Board and other duly authorized agent(s) may exercise any and all rights and powers
522 granted to it by law or by this Declaration, the Bylaws, the Rules and the resolutions of
523 the Board, as amended or supplemented from time to time.

524 8.2. Budgets [Art.7, sec. 7.6(b), Bylaws Art. IV sec. 1]
525 (The Condo Act sec. 448.3-103.3)

526 In the last half of each year, the Board shall meet and establish such a budget for the next
527 succeeding calendar year. Copies of each such budget shall be mailed to each Owner of
528 each Unit by the Board within 14 days but not more than 30 days before a meeting
529 scheduled for the approval of the proposed budget. If the proposed budget is not voted
530 down by a majority of the Shares, regardless of the attendance at the meeting, the
531 proposed budget shall be deemed ratified. This budget procedure is mandatory, as
532 prescribed by Section 448.3-103.3 of the Condominium Act.

533 8.3. Reserve and Replacement Funds [Bylaws Art. IV sec. 1, 6 and 8]

534 The Board may from time to time establish one or more funds as are necessary or as the
535 Board deems appropriate for the operation and improvement of the Condominium. Such
536 funds may be designated as a capital reserve; a reserve for the replacement of major
537 capital components of the Condominium (such as for railings, shingles, siding, concrete,
538 paving, etc.); and for other items, the cost for replacement or repair of which exceeds
539 \$5,000, unless a lower amount has been established by the Board. Contributions to all
540 such reserve and replacement funds shall be included in the Association's budget or
541 established by levying Assessments upon all of the Owners, in such amounts as the
542 Board may determine.

543 Money in the reserve and replacement funds, and interest accruing thereon, shall
544 remain in the respective accounts pending expenditure for the purpose budgeted, unless
545 their alternative use is approved by the Board. The existence of such reserve and
546 replacement funds shall not operate to exempt any Owner from his obligation to
547 contribute his proportionate share of the Common Expenses to pay any such
548 Assessments therefore. Any funds used from any of the reserve or replacement funds to
549 meet any deficiencies in operating or maintenance funds resulting from Owners'
550 delinquencies shall be restored as soon as possible. The proportionate interest of each
551 Owner in any reserve or replacement funds held by the Association shall not be
552 withdrawn or assigned separately, but shall be deemed to be transferred upon
553 conveyance of an Owner's interest in his Unit and his Share.

554 9. Remedies for Breach and Collection of Assessments [Art. 7,
555 sec. 7.6(k), Art. 11, Bylaws sec. 9] (The Condo Act sec.
556 448.3102, sec. 448.3-116)

557 9.1. Rights to Enter and Abate and to Seek Injunction [Art. 11 sec.11.1(g,h)]
558 The violation of a provision of this Declaration or of the Bylaws or Rules shall give the
559 Board the right, in addition to the rights provided in this Declaration or by law:

560 (a) After reasonable notice in writing, to enter the Unit where such violation or
561 breach exists and to summarily abate and remove, at the expense of the
562 defaulting Owner, any structure, thing or condition that may exist thereon
563 contrary to the intent and meaning of the provisions hereof, and the Board or its
564 respective agents, shall not thereby be deemed guilty in any manner of trespass;
565 or

566 (b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in
567 equity, the continuance of any breach.

568 9.2. Other Remedies [Art. 11, sec. 11.2]

569 If any Owner (either by his own conduct or by the conduct of any other occupant of his
570 Unit) shall violate any provisions of this Declaration, the Bylaws or the Rules adopted
571 by the Board, including the failure to pay Assessments, and such violation shall continue
572 for 30 days after notice in writing from the Board, or shall occur more than once during
573 any 30-day period after written notice or request to cure such violation from the Board,
574 then the Board shall have the following powers, by action of a majority of its members:

575 (a) to issue to the defaulting Owner a 10-day notice in writing to terminate the right
576 of said defaulting Owner to continue as an Owner and to continue to use,
577 occupy or control his Unit and the Common Elements and thereupon an action
578 in equity may be filed by the Board against the defaulting Owner, subject to the
579 prior written consent of any Mortgagee of Record having a security interest in
580 the Unit of the defaulting Owner, for a decree of mandatory injunction or, in the
581 alternative, for a decree declaring the termination of the defaulting Owner's
582 right to use the Common Elements (including parking areas and garages and
583 use or control of the Owner's Unit on account of the breach of and provision,
584 and ordering that all right, title and interest of the Owner in the Condominium
585 shall be sold (subject to the lien of any existing deed of trust or mortgage) at a
586 judicial sale upon such notice and terms as the court shall establish, except that

587 the court shall enjoin and restrain the defaulting Owner from reacquiring his
588 interest at such judicial sale; or

589 (b) to foreclose any lien provided by the Condominium Act in like manner as if
590 such lien were secured by a deed of trust containing a power of sale under
591 Chapter 443, RSMo. The proceeds of any such sale shall first be paid to
592 discharge court costs, master's or commissioner's fees, late charges, costs of
593 obtaining service, court reporter charges, reasonable attorney's fees and all other
594 expenses of the proceeding, and all such items shall be taxed against the
595 defaulting Owner in said decree. Any balance of proceeds, after satisfaction of
596 such charges and any unpaid Assessments hereunder or any liens, may be paid
597 to the Owner. The purchaser at the foreclosure sale shall take the interest in the
598 property sold subject to this Declaration, and the purchaser shall become an
599 Owner in the place of the defaulting Owner. The Association has the right to
600 appoint a trustee and successor trustees.

601 10. Development Rights [Art. 5]

602 No development rights remain.

603 11. Insurance, Damage, Destruction and Condemnation [Art.8]

604 11.1. Insurance [Art. 8, sec. 8.2] (The Condo Act sec. 448.3-113)

605 The Board shall have the duty to purchase insurance as required by the Condominium
606 Act. The Board may adopt rules that require Unit owners to obtain "loss assessment"
607 endorsements to Unit owner's insurance policies, in such amounts as reasonably
608 determined by the Board and to require Unit owners to provide evidence of such
609 coverage.

610 11.2. Damage and Destruction [Art. 8] (The Condo Act sec. 448.1-107)

611 (a) Each Owner hereby irrevocably appoints the Association as his attorney-in-fact,
612 in each Owner's name, place and stead for the purpose of dealing with the
613 Condominium, including the Units, upon its damage, destruction or
614 obsolescence, as hereinafter provided. As attorney-in-fact, the Association, by its
615 Board, shall have full and complete authorization, right and power to make,
616 execute and deliver any contract, deed or other instrument with respect to the
617 interest of an Owner which is necessary or appropriate for the Association to
618 exercise the powers herein granted.

619 (b) Any portion of the Condominium for which insurance is required hereunder
620 which is damaged or destroyed shall be repaired or replaced promptly by the
621 Association unless (1) the Condominium is terminated, (2) repair or replacement
622 would be illegal under any state or local health or safety statute or ordinance, or
623 (3) eighty percent of the Owners, including every owner of a Unit which will not
624 be rebuilt, vote not to rebuild.

625 The cost of repair or replacement in excess of insurance proceeds and reserves is
626 a Common Expense.

627 If the entire Condominium is not repaired or replaced, (1) the insurance proceeds
628 attributable to the damaged Common Elements shall be used to restore the
629 damaged area to a condition compatible with the remainder of the
630 Condominium, (2) the insurance proceeds attributable to Units and Limited
631 Common Elements which are not rebuilt shall be distributed to the Owners or
632 lienholders of those Units, as their interests may appear, and (3) the remainder of
633 the proceeds shall be distributed to all the Owners or lienholders, as their interest
634 may appear, in proportion to the respective Shares of each Owner.

635 If the Owners vote not to rebuild any Unit, that Unit's allocated interests are
636 automatically reallocated upon the vote as if the Unit had been condemned under
637 Subsection 1 of Section 448.1-107 of the Condominium Act, and the Association
638 shall promptly prepare, execute, and record an amendment to the Declaration
639 reflecting the reallocations. Notwithstanding the provisions of this Section, if the
640 Condominium is terminated, the distribution of insurance proceeds shall be
641 governed by Article Twelve hereof.

642 (c) Any holder of a lien on a Unit may request that the Association provide prompt
643 written notice to the lienholder of any damage to the Unit to which the
644 lienholder has a lien.

645 11.3. Condemnation (The Condo Act sec. 448.1-107)

646 Condemnation shall be governed by the applicable provisions of the Condominium Act.
647 Any holder of a lien on a Unit may request that the Association provide prompt written
648 notice to the lienholder of any condemnation or eminent domain proceeding that affects
649 a mortgaged Unit.

650 12. Termination and Amendment

651 12.1. Termination of Condominium [Art. 10, sec. 10.1]

652 (The Condo Act sec. 448.2-118)

653 Upon the vote of 80% of the Owners, the Owners may remove a portion or all of property
654 included within the Condominium from the provisions of the Condominium Act and
655 this Declaration by a recorded instrument to that effect, if the holders of recorded liens
656 encumbering 80% of the Units (computed by aggregating the respective Shares of each
657 Unit) consent thereto or agree, in either case by recorded instruments, that their lien be
658 transferred to the undivided interest of the Owners. The recorded instrument evidencing
659 such decision to terminate the Condominium shall specify a date after which the decision
660 will be void unless it is recorded before that date.

661 Upon termination of the Condominium, the property comprising the Condominium shall
662 be disposed of in the manner provided by the Condominium Act, particularly Section
663 448.2-118, and other provisions of Missouri law relating to termination of tenancies in
664 common.

665 12.2. Amendment of Declaration [Art. 13, sec. 13.1]

666 (The Condo Act sec. 448.2-117)

667 (a) *Amendment of Declaration.* No modification or amendment of the Declaration
668 shall be valid unless such modification or amendment is considered by an
669 assembly or a mail vote in which 67% or more of the votes of Association are
670 cast, directly, electronically, or by proxy. Notice of voting shall be sent to each
671 Member at least 25 days in advance of the vote.

672 The notice shall state the purpose of the amendment and shall include a proxy
673 form. Any such modification or amendment requires for approval either (1) a
674 majority of the votes of all members present in person, electronically, or by proxy
675 and voting at the meeting, or (2) 67% of the total authorized votes of all members
676 of the Association. Such modification or amendment shall not be effective until
677 such modification or amendment is duly recorded in the office of the Stone
678 County Recorder; provided however that this Declaration and the Bylaws shall at
679 all times contain the minimum requirements imposed by the Condominium Act.

680 Notwithstanding any provisions hereof:

- 681 1. The Board expressly reserves the right, respectively, to amend this
682 Declaration to correct any scrivener's error or surveyor's error and to make

683 any correction necessary to make any provision conform to the
684 Condominium Act or to make changes or revisions to comply with the
685 requirements of HUD/FHA, Fannie Mae, Freddie Mac or VA.

686 2. "Materially amended" refers to an amendment to the Declaration which
687 would add, delete or modify provisions of the Declaration regarding:

- 688 • Assessment basis or assessment liens;
- 689 • Any method of imposing or determining any charges to be levied
690 against individual Unit owners;
- 691 • Reserves for maintenance, repair or replacement of Common Elements;
- 692 • Allocation of rights to use Common Elements;
- 693 • Any scheme of regulation or enforcement of standards for maintenance,
694 architectural design or exterior appearance of improvements on Units;
- 695 • Reduction of insurance requirements;
- 696 • Restoration or repair of Common Elements;
- 697 • The addition, annexation or withdrawal of land to or from the
698 Additional Property or from the Condominium;
- 699 • Voting Rights;
- 700 • Restrictions affecting the sale or leasing of a Unit; and
- 701 • Any provisions which is for the express benefit of mortgagees of Units.

702 "Extraordinary action" is an act which would terminate the Declaration, merge
703 the Association into an organization other than another non-profit
704 condominium owners' association, expand the Condominium to include land
705 that would increase the total number of Units by more than 10%, convey or
706 partition Common Elements, use insurance proceeds other than for
707 reconstruction or repair, make capital expenditures (other than for repair or
708 replacement) during any 12-month period costing more than 20% of the annual
709 operating budget.

710 (b) *Amendment of Bylaws.* Bylaws may be amended in the manner set forth in the
711 Bylaws.

712 13. Miscellaneous Provisions

713 13.1. Captions

714 The captions of the various Articles and Sections are for purposes of reference only, and
715 are not deemed to have any substantive effect.

716 13.2. Manner of Giving Notice

717 Notices required to be given to the Association may be delivered by first class mail to
718 their respective principal place of business registered with the Missouri Secretary of
719 State. Notice to an Owner shall be given at the address listed on the Owner's deed as
720 recorded in the office of the Stone County Recorder, unless the Owner has notified the
721 Association of a different address, which may be an email address.

722 The Association is not obligated to recognize any person as an owner, whose rights are
723 based upon purchase under a contract for deed or lease-purchase arrangement, although
724 those persons are bound by the Condominium Act, Declaration, the Bylaws and the
725 Rules.

726 Upon written request to the Board, the holder of any duly recorded mortgage or deed of
727 trust against any Unit shall thereafter be given copies of any and all notices permitted or
728 required by this Declaration to be given to the Owner whose Unit is subject to such
729 mortgage or deed of trust.

730 13.3. Acceptance by Grantee

731 Each grantee, by the acceptance of a deed of conveyance, or each subsequent purchaser,
732 accepts the same subject to all restrictions, conditions, covenants, reservations, option,
733 liens and charges, and the jurisdiction, rights and powers created or reserved by this
734 Declaration or to which this Declaration is subject, and all rights, benefits and privileges
735 of every character hereby granted, created, reserved or declared, and all impositions
736 and obligations hereby imposed shall be deemed and taken to be covenants running
737 with the land, and shall bind any person having at any time any interest or estate in said
738 Condominium, and shall inure to the benefit of such Owner in like manner as though
739 the provisions of this Declaration were recited and stipulated at length in each and
740 every deed of conveyance.

741 Each contract for the sale of a Unit shall be deemed subject to all restrictions, conditions,
742 conveyances, reservations, options, liens, charges and jurisdiction rights and powers
743 created or reserved in this Declaration and a description of the Unit therein to be sold
744 shall be deemed notice of all the terms and provisions of this Declaration.

745 13.4. No Waiver; Remedies Cumulative
746 No provision contained in this Declaration shall be deemed to have been abrogated or
747 waived by reason of any failure to enforce the same, irrespective of the number of
748 violations or breaches which may occur. All remedies available hereunder or under the
749 applicable state or federal law are cumulative, and the exercise of any one or more does
750 not affect the right to use another.

751 13.5. Severability
752 The invalidity of all or part of any provision of this Declaration shall not impair or affect
753 in any manner the validity, enforceability or effect of the rest of this Declaration.

754 13.6. Interpretation
755 The provisions of this Declaration shall be liberally construed to effectuate its purpose of
756 creating a uniform plan for the development and operation of a residential
757 condominium. The use of personal pronouns shall be construed to apply to masculine,
758 feminine or neuter gender as the context may require.

759

760 **IN WITNESS WHEREOF**, this Declaration is adopted by the Association.

761 **Anchor’s Point Condominium Owners Association, Inc.**

762 By: _____
763 _____, President

764 *State of Missouri, County of Stone Acknowledgment*

765 On this ____ day of October 2021, before me personally appeared
766 _____, to me personally known, who being duly sworn,
767 did say that he is the president of Anchor’s Point Condominium Owners Association (the
768 “Corporation”), and that the foregoing instrument was signed in behalf of the Corporation by
769 authority of its board of directors, and he acknowledged the foregoing instrument to be the free
770 act and deed of the Corporation and that the Corporation has no seal.

771

772

773 _____
774 Notary Public

774

775

776

777

Exhibit A

778

Legal Description of Anchor's Point Condominium.

779

Note: At the time that Anchor's Point Condominium was created, the recording of
780 condominium plats was handled differently by the Stone County Recorder, and the
781 plats are recorded as exhibits, not separately indexed.

782

783

The legal description for Phase 1 is recorded as Exhibit A to the Declaration recorded in
784 Book 197 Page 441, as follows:

785

786

Beginning at a point on a G.F.T.L. Tract No. F604, being South 109.26 feet
787 and East 102.42 feet from the Southwest corner of E ½ NE ¼ NW ¼ SW ¼
788 NE ¼ Section 9, Township 22 North, Range 23 West, Stone County,
789 Missouri; thence N46°08'E, 141.88 feet; thence S34°44'30"E, 134.06 feet;
790 thence S74°34'30"E, 60.51 feet; thence N66°00'E, 277.00 feet; thence
791 N24°00'W, 36.43 feet; thence N40°51'W, 97.80 feet; thence N23°53'E, 183.28
792 feet; thence N65°52'W, 76.70 feet; thence N210°43'E, 250.00 feet along a
793 419.44° curve to the left 26.54 feet; thence N89°36'W, 115.66 feet; thence
794 N9°02'37'W, 50.82 feet; thence N80°57'23"E, 75.81 feet; thence N1°57'23"E,
795 45.00 feet; thence S88°02'37"E, 295.12 feet; thence S1°28'32"W, 12014 feet to
796 the South right of way line of a private road; thence along a 11.1525° curve
797 to the left 195.20 feet; thence N74°31'10'E along right of way 23.82 feet;
798 thence S19°20'E, 241.24 feet; thence S89°53'55"W, 303.52 feet; thence
799 S81°58'W, 132.85 feet; thence S7°28'W, 113.43 feet; thence S61°24'28"E,
800 66.27 feet to a G.F.T.L. Tract No. F604; thence S28°25'32"W along G.F.T.L.
801 552.61 feet; thence N88°12'13"W along G.F.T.L. 164.74 feet; thence
802 N43°09'10"W along G.F.T.L. 316 feet to the point of beginning, containing
803 6.706 acres, more or less, in Stone County, Missouri.

804

The legal description for the next phase of Anchor's Point Condominium was included
805 with the amendment to the Declaration recorded in Book 204 Page 79, and is entitled
806 Exhibit A Phase II, as follows:

807 Anchor's Point Condominium Phase II, being a part of the W ½ of the NE
808 ¼ of Section 9 Township 22N, Range 23W in Kimberling City, Stone
809 County, Missouri:

810 Beginning at a point which is N43°09'10"W 147.30 feet from the Northeast
811 corner of the W ½ of the NW ¼ of the SE ¼ of the SW ¼ of the NE ¼ of
812 said Section 9 said point of beginning being on GFTL; thence continuing
813 along GFTL, N43°09'10"W 56.00 feet; thence departing GFTL, N45°30'52"E
814 125.60 feet; thence S34°44'30"E 20.20 feet; thence S74°34'30"E 41.75 feet;
815 thence S45°39'52"W 144.42 feet to the Point of Beginning, subject to
816 easements or restrictions recorded or unrecorded, if any.

817 The legal description for the next phase of Anchor's Point Condominium was included
818 with the amendment to the Declaration recorded in Book 209 Page 216, and is entitled
819 Exhibit A Phase III, as follows:

820 Anchor's Point Condominium Phase III, being a part of the W ½ of the NE ¼
821 of Section 9, Township 22 North, Range 23 West, Kimberling City, Stone
822 County, Missouri.

823 Beginning at a point which is N43°09'10"W, 63.59 feet from the Northeast
824 corner of the W ½ of the NW ¼ of the SE ¼ of the SW ¼ if the NE ¼ of
825 said Section 9, said point of beginning being on the Government Fee Take
826 Line, thence N43°09'10"W along the Government Fee Take Line 83.71 feet,
827 thence N45°39'52"E leaving the Government Fee Take Line 144.42 feet,
828 thence S04°44'03"W, 130.46 feet, thence S47°47'46"W, 47.62 feet to the
829 point of beginning, containing 0.19 acres, more or less.

830 The legal description for the next phase of Anchor's Point Condominium was included
831 with the amendment to the Declaration recorded in Book 215 Page 982, and is entitled
832 Exhibit A Phase IV, as follows:

833 Anchor's Point Condominium, Phase IV, being a part of the W ½ of the NE ¼ of
834 Section 9, Township 22 North, Range 23 West, Kimberling City, Stone County,
835 Missouri.

836 A part of the southwest quarter of the Northeast quarter of section 9, township
837 22 North, range 23 West, Stone County, Missouri. Being more particularly
838 described as follows: Beginning at a point on the Government Fee Take Line said
839 point being Corps of Engineers Monument #F 604-8, thence North 28 degrees 26

840 minutes 10 seconds East along said Government Fee Take Line 60.5 feet to the
841 true point of beginning, thence North 61 degrees 59 minutes 49 seconds West
842 departing said Government Fee Take Line 70.00 feet, thence North 10 degrees 41
843 minutes 04 seconds West 151.62 feet, thence North 66 degrees 18 minutes 11
844 seconds East 47.30 feet, thence South 31 degrees 41 minutes 13 seconds East 3.07
845 feet, thence North 66 degrees 09 minutes 36 seconds East 141.50 feet, thence
846 South 23 degrees 11 minutes 54 seconds East 60.44 feet to the Government Fee
847 Take Line, thence South 28 degrees 26 minutes 10 seconds West along said
848 Government Fee Take Line 227.32 feet to the true point of beginning. Containing
849 0.66 acres more or less.

850 The legal description for the final phase of Anchor's Point Condominium was included
851 with the amendment to the Declaration recorded in Book 220 Page 1734, and is entitled
852 Exhibit A Phase V, as follows:

853 Anchor's Point Condominium, Phase V, being a part of the W ½ of the NE
854 ¼ of Section 9, Township 22 North, Range 23 West, Kimberling City, Stone
855 County, Missouri, being more particularly described as:

856 Beginning at a point on the Government Fee Take Line, said point being
857 Corps of Engineer's monument #F604-9, said point also being the
858 Northeast corner of the West half of the Northwest quarter of the
859 Southeast quarter of the Southwest quarter of Northeast quarter of the
860 said section 9, thence North 43 degrees 09 minutes 10 seconds West along
861 said Government Fee Take Line 63.59 feet, thence North 47 degrees 47
862 minutes 46 seconds East departing said Government Fee Take Line 47.62
863 feet, thence North 04 degrees 44 minutes 03 seconds East 130.46 feet,
864 thence South 68 degrees 08 minutes 35 seconds East 29.66 feet, thence
865 North 66 degrees 18 minutes 11 seconds East 80.0 feet, thence South 10
866 degrees 41 minutes 04 seconds East 151.62 feet, thence South 61 degrees 59
867 minutes 49 seconds East 70.0 feet to the Government Fee Take Line, thence
868 South 28 degrees 26 minutes 10 seconds West along said Government Fee
869 Take Line 60.05 feet, thence North 88 degrees 12 minutes 13 seconds West
870 along said Government Fee Take Line 164.74 feet to the point of
871 beginning. Containing 0.74 acres, more or less. Subject to any and all
872 encumbrances, recorded or unrecorded.

873

875

Exhibit B

876

PERCENTAGE INTEREST OF OWNERSHIP OF COMMON ELEMENTS

877

878

Phase I (12 Units)

879

880	Unit	Percentage	Unit	Percentage
881	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
882	400	1.4925	412	1.4925
883	402	1.4925	414	1.4925
884	404	1.4925	416	1.4925
885	406	1.4925	418	1.4925
886	408	1.4925	420	1.4925
887	410	1.4925	422	1.4925

888

889

Phase II (6 Units)

890

891	Unit	Percentage	Unit	Percentage
892	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
893	424	1.4925	430	1.4925
894	426	1.4925	432	1.4925
895	428	1.4925	434	1.4925

896

897

Phase III (9 Units)

898

899	Unit	Percentage	Unit	Percentage
900	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
901	436	1.4925	446	1.4925
902	438	1.4925	448	1.4925
903	440	1.4925	450	1.4925

904	442	1.4925	452	1.4925
905	444	1.4925		

906

907 Phase IV (19 Units)

908

909	Unit	Percentage	Unit	Percentage
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910	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
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911	496	1.4925	516	1.4925
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912	498	1.4925	518	1.4925
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913	500	1.4925	520	1.4925
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914	502	1.4925	522	1.4925
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915	504	1.4925	524	1.4925
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916	506	1.4925	526	1.4925
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917	508	1.4925	528	1.4925
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918	510	1.4925	530	1.4925
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919	512	1.4925	532	1.4925
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920	514	1.4925		
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921

922 Phase V (21 Units)

923

924	Unit	Percentage	Unit	Percentage
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925	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
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926	454	1.4925	476	1.4925
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927	456	1.4925	478	1.4925
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928	458	1.4925	480	1.4925
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929	460	1.4925	482	1.4925
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930	462	1.4925	484	1.4925
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931	464	1.4925	486	1.4925
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932	466	1.4925	488	1.4925
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933	468	1.4925	490	1.4925
934	470	1.4925	492	1.4925
935	472	1.4925	494	1.4925
936	474	1.4925		
937				