

Recorded in Stone County, Missouri

Recording Date/Time: 03/18/2022 at 12:22:55 PM

Instr #: 202200004871

Pages: 35  
Fee: \$126.00 S

*Electronically Recorded*



Amy Larson  
Recorder of Deeds

# Amended and Restated Declaration for Anchor's Point Condominium

Dated: March 17<sup>th</sup>, 2022

Grantor and Grantee: Anchor's Point Condominium  
Owners Association, Inc., whose address is 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 31-33 Exhibit B, pages 34-35

## 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

3.6.	Leasing of Units; No Restrictions on Alienation [Art. 9] .....	12
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).....	12
4.	Common Elements, Limited Common Elements.....	13
4.1.	Common Elements [Art. 2, sec. 2.4 (b), (d) and Art. 3, sec. 3.1 and sec. 3.5] .....	13
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) .....	13
4.3.	Allocated Interest in Common Elements [Art. 3, sec. 3.1 and sec. 3.2](The Condo Act Sec. 448.2-107).....	14
4.4.	Separation of Ownership of Unit and Share of Common Elements [Art. 3, sec. 3.3](The Condo Act Sec. 448.050).....	14
5.	Use of Common Elements [Art. 6, sec. 6.10] .....	14
5.1.	Signs, Antennae and Window Treatments [Art. 6, sec. 6.4] .....	14
5.2.	Care of the Condominium [Art. 6, sec. 6.3].....	15
5.3.	Prohibited and Restricted Structures and Uses [Art. 6, sec. 6.5, 6.11].....	15
A.	Parking Restrictions [Art. 6, sec. 6.11].....	15
B.	Pets and Animals [Art. 6, sec. 6.5] .....	15
6.	Easements [Art. 4].....	15
6.1.	Easements for Encroachment [Art 4, sec. 4.1].....	15
6.2.	Easements for Owners [Art. 4, sec. 4.2] .....	15
6.3.	Association's Rights of Access [new][Art. 11 Sec. 11.1(g)].....	16
6.4.	Utility Easements (Art. 4, sec. 4.4) .....	16
6.5.	Association's Access and Construction Easements [new] .....	17
6.6.	Effect of Easements [new].....	17
7.	Assessments and Charges .....	18
7.1.	Common Expense Assessments [Art. 3, sec. 3.1; Exhibit C to Fourth Amendment to Declaration recorded June 24, 1993 in Book 220 Page 1731](The Condo Act sec. 448.3-115).....	18
7.2.	Common Expense Items [Bylaws Art. II, sec. 7, Art. IV, sec. 2].....	18

7.3.	Expenses Relating to Limited Common Elements [Art. 3, sec. 3.8](The Condo Act sec. 448.3-115.3) .....	19
7.4.	Special Assessments [Bylaws Art. IV sec. 6](The Condo Act sec. 448.3-114)20	
7.5.	Personal Charges [new](The Condo Act sec. 448.3-115.5) .....	20
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)) .....	21
7.7.	Transfer Fee and Lender Certification Fee [new](The Condo Act sec. 448.3-102.1(12)) .....	21
8.	Financial Administration, Management, Maintenance and Repairs.....	22
8.1.	Administration [Art. 7, sec. 7.6(a),(f), sec. 7.8] (The Condo Act, sec. 448.3-102) .....	22
8.2.	Budgets [Art.7, sec. 7.6(b), Bylaws Art. IV sec. 1] (The Condo Act sec. 448.3-103.3) .....	22
8.3.	Reserve and Replacement Funds [Bylaws Art. IV sec. 1, 6 and 8].....	22
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).....	23
9.1.	Rights to Enter and Abate and to Seek Injunction [Art. 11 sec.11.1(g,h)].....	23
9.2.	Other Remedies [Art. 11, sec. 11.2].....	23
10.	Development Rights [Art. 5] .....	24
11.	Insurance, Damage, Destruction and Condemnation [Art.8].....	25
11.1.	Insurance [Art. 8, sec. 8.2](The Condo Act sec. 448.3-113).....	25
11.2.	Damage and Destruction [Art. 8](The Condo Act sec. 448.1-107) .....	25
11.3.	Condemnation (The Condo Act sec. 448.1-107).....	26
12.	Termination and Amendment .....	26
12.1.	Termination of Condominium [Art. 10, sec. 10.1](The Condo Act sec. 448.2-118) .....	26
12.2.	Amendment of Declaration [Art. 13, sec. 13.1](The Condo Act sec. 448.2-117)	27
13.	Miscellaneous Provisions.....	28
13.1.	Captions [new] .....	28
13.2.	Manner of Giving Notice [new].....	28

13.3. Acceptance by Grantee [new] ..... 29  
13.4. No Waiver; Remedies Cumulative [new] ..... 29  
13.5. Severability [new] ..... 29  
13.6. Interpretation [new]..... 29  
Legal Description of Anchor’s Point Condominium..... 31

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"). "

7 **Recitals:**

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

26

27 **NOW, THEREFORE**, The Unit owners have by their votes authorized the President of  
 28 Association to declare as follows:

29 **1. Submission to Condominium Act**

30 **1.1. Submission of Real Estate to Condominium Act and Declaration**  
 31 [Original Declaration, Art. 1, sec. 1.1]

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

35

## 36 2. Anchor's Point Condominium Owners Association

37 2.1. Association and Membership [Art. 1, sec. 1.2.3 and Art. 7, Bylaws  
38 Art.1, sec.1, 2]

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

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

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

54 2.2. Meetings and Voting [Bylaws Art. I, sec. 4-7 and Art. II, sec. 4] (The  
55 Condo Act, sec. 448.3-108-110, The Nonprofit Law, sec 355.231-296)

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

63 (b) Each Owner shall be entitled to one vote (one vote for each unit). The vote  
64 allocated to a Unit which is owned by more than one person or entity may be  
65 cast only by the voting member designated for that Unit, as provided in the  
66 Bylaws. Proxy voting is permitted only upon a form provided by the

67 Association that is in compliance with the applicable Missouri corporation  
68 statutes.

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

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

78 (e) The Bylaws may contain provisions to authorize holding of meetings and  
79 conduct of voting by electronic means and to allow voting by mail.

80 2.3. No Control of Association by Declarant [Art. 7, sec. 7.9](The Condo  
81 Act Sec. 448-103.4)

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

85 2.4. Election of Board Members by Owners [Art. 7, sec. 7.6(p), Bylaws Art.  
86 II sec.1-3] (The Condo Act Sec. 448.3-103.5, 448.3-103.6)

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

89 2.5. Liability [Art. 7, sec. 7.5]

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

94 2.6. Financial Records [Art. 7, sec. 7.7, Bylaws Art. IV, sec. 4, 5, 10] (The  
95 Condo Act Sec. 448.3-118) (The Nonprofit Law Sec. 355.846)

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



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

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

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

110 The Board shall have all powers and duties provided for in the Condominium Act or  
111 Declaration, including the preparation of proposed budgets and the adoption of Rules  
112 relating to the use of Common Elements, the regulation of rentals of Units, making  
113 requirements for insurance coverage on Units, and such additional powers and duties  
114 as are from time to time delegated to it by the Association in the Bylaws, subject to the  
115 Condominium Act and this Declaration, and including without limitation Section 448.3-  
116 102.1(2) of the Condominium Act, or to contract for the exercise of its powers and the  
117 performance of its duties.

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

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

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

131

132 3. Units and Responsibility of Unit Owners

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

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

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

147 3.2. Unit Boundaries and Components [Art. 2, sec. 4]

148 The Unit boundaries are as follows:

- 149 a. The boundaries of each Unit are the walls, floors and ceiling.  
150
- 151 b. All lath, furring, wallboard, plasterboard, paneling, titles, wallpaper, paint,  
152 finished flooring, and any other materials constituting any part of the finished  
153 surfaces thereof are a part of the finished surfaces thereof are a part of the Unit,  
154 and all other portions of the walls, floors, or ceilings are a part of the Common  
155 Elements.  
156
- 157 c. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other  
158 fixture lies partially within and partially outside the designated boundaries of a  
159 Unit, any portion thereof serving only that Unit is a Limited Common Element  
160 allocated solely to that Unit, and any portion thereof serving more than one (1)  
161 Unit or any portion of the Common Elements is a part of the Common Elements.  
162
- 163 d. Subject to subparagraph (b) above, all spaces, interior partitions, and other  
164 fixtures and improvements within the boundaries of a Unit are a part of the Unit.  
165

166

167 3.3. Unit Owner's Responsibility for Maintenance, Repair and Alteration  
168 of Units and Certain Limited Common Elements [Art. 2, sec. 2.5(a), Art. 3,  
169 sec. 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.3-107)

170 Control and responsibility over the maintenance, repair, modification and alteration of  
171 all Units and Limited Common Elements (if any) accessible to only one Unit is vested in  
172 the Owner of each such Unit, subject to the Board's right to impose regulations on  
173 alterations and improvements, to regulate the time in which construction may take  
174 place, and to impose design standards and permitted types of construction materials, to  
175 require bonds to repair construction damage and assure clean-up, and to require  
176 evidence of insurance for contractors.

177 3.4. Use of Units [Art. 6, sec. 6.1]

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

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

182 3.5. Alterations to Units (Art 2, sec. 2.5]

183 No Owner may subdivide his Unit into two or more Units; make alterations or  
184 improvements to a Unit; or change Unit boundaries, except as allowed by the  
185 Condominium Act and this Declaration and Rules, and only after obtaining the written  
186 approval of the Board.

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

191 Any applications for relocation of Unit boundaries shall state the applicant's beliefs as  
192 to what would constitute a reasonable reallocation of the Shares of the Units as  
193 modified. The final determination of the reallocated Shares shall be within the sole  
194 discretion of the Board.

195 If the Board approves the relocation of Unit boundaries, the Board will cause to be  
196 prepared and shall record, at the cost and expense of the Owners whose Unit  
197 boundaries are being relocated, an amendment to the Declaration and any Plats  
198 necessary to show the altered boundaries and their dimensions and identifying

199 numbers. The amendment and Plats shall be executed by all of the Owners making  
200 application for relocation.

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

### 205 3.6. Leasing of Units; No Restrictions on Alienation [Art. 9]

206 Whether or not so stated in any lease of a Unit, all tenants are obligated to comply with  
207 the terms of this Declaration and with all rules of the Association. All owners of Units  
208 that are leased are responsible to the Association and other owners of Units for their  
209 tenant's compliance with the rules of the Association.

210 There are no restrictions on the sale of a Unit.

### 211 3.7. Rights of Eligible Mortgagees [Art. 12, sec. 12.2, Bylaws Art. IV, sec. 4 212 and sec. 10] (The Condo Act sec. 448.2-119)

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

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

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

232

## 233 4. Common Elements, Limited Common Elements

234 4.1. Common Elements [Art. 2, sec. 2.4 (b), (d) and Art. 3, sec. 3.1 and sec.  
 235 3.5]

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

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

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

242 ● all ducts, electrical equipment, wiring, pipes, and other central and  
 243 appurtenant transmissions facilities and installations over, under and  
 244 across the Condominium, which provide *more than one* Unit with services  
 245 such as power, light, gas, water, sewage disposal, air-conditioning, and  
 246 radio and television signal distribution, except to the extent that any such  
 247 equipment or facilities are owned by or leased from independent, third-  
 248 party service providers;

249 ● all areas and spaces demarcated for parking or as parking spaces;

250 ● any and all other areas, corridors, stairways, halls, apparatus and  
 251 installations of common use which are necessary or convenient for the  
 252 existence, maintenance and safety of the Condominium, or normally in  
 253 common use, or as are specified in the Act.

254 4.2. Limited Common Elements [Art. 2, sec. 2.4(a), (d), Art. 3, sec. 3.5 and  
 255 sec. 3.8, Art. 6, sec. 6.3] (The Condo Act Sec. 448.2-108)

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

261 (a) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and  
 262 all exterior doors and windows or other fixtures designated to serve a single Unit, but  
 263 located outside the Unit's boundaries, are Limited Common Elements allocated  
 264 exclusively to that Unit.  
 265

266 The repair and replacement of Limited Common Elements allocated to only one Unit is  
 267 the financial responsibility of the owner of the Unit which the Limited Common Element  
 268 serves.

269 4.3. Allocated Interest in Common Elements [Art. 3, sec. 3.1 and sec.  
 270 3.2](The Condo Act Sec. 448.2-107)

271 Each Unit, and the owners of each unit, have an Allocated Interest as defined in Exhibit  
 272 B of the Common Expenses of Anchor's Point allocated to each Unit. Combination of  
 273 Units will not affect this Allocated Interest, and the combined Units shall have an  
 274 Allocated Interest that the sum of the Allocated Interests of the combined Units.

275 4.4. Separation of Ownership of Unit and Share of Common Elements  
 276 [Art. 3, sec. 3.3](The Condo Act Sec. 448.050)

277 The ownership of any Unit and the corresponding Share of Common Elements for a  
 278 Unit shall not be separated and any purported conveyance, encumbrance, judicial sale,  
 279 or other voluntary or involuntary transfer of an undivided interest in the Common  
 280 Elements made without the Unit to which that interest is allocated, is void. Any  
 281 conveyance, transfer or encumbrance of a Unit shall be deemed to convey, transfer,  
 282 encumber or otherwise affect the Owner's corresponding Share of the Common  
 283 Elements, whether or not the Common Elements are mentioned in the instrument of  
 284 conveyance.  
 285

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

287 5.1. Signs, Antennae and Window Treatments [Art. 6, sec. 6.4]

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

295 “For Sale” or “For Rent” signs shall be displayed on the exterior of any unit or at any place within  
296 the interior of any unit which could be seen from outside the unit, by any person, firm or  
297 corporation.

298 To the extent not prohibited by federal law, antennae, dishes and other  
299 telecommunications equipment may not be affixed on the Common Elements.

### 300 5.2. Care of the Condominium [Art. 6, sec. 6.3]

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

### 304 5.3. Prohibited and Restricted Structures and Uses [Art. 6, sec. 6.5, 6.11]

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

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

308 1. The Board shall establish and enforce parking restrictions through its  
309 established rules.

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

311 1. The Board shall establish and enforce pet and animal restrictions through  
312 its established rules.

## 313 6. Easements [Art. 4]

### 314 6.1. Easements for Encroachment [Art 4, sec. 4.1]

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

### 322 6.2. Easements for Owners [Art. 4, sec. 4.2]

323 Perpetual non-exclusive easements of use and enjoyment, ingress and egress, are  
324 hereby established appurtenant to all Units, for and by the Owners, members of their  
325 families, their tenants, guests, licensees, invitees and servants, in and to all Common

326 Elements, except Limited Common Elements not in whole or in part allocated to a  
327 single Unit.

328 6.3. Association's Rights of Access [new] [Art. 11 Sec. 11.1(g)]

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

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

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

349 6.4. Utility Easements (Art. 4, sec. 4.4)

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



## 357 6.5. Association's Access and Construction Easements [new]

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

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

## 377 6.6. Effect of Easements [new]

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

383 7. Assessments and Charges

384 7.1. Common Expense Assessments [Art. 3, sec. 3.1; Exhibit C to Fourth  
385 Amendment to Declaration recorded June 24, 1993 in Book 220 Page  
386 1731](The Condo Act sec. 448.3-115)

387 Each Owner, including a mortgagee of record acquiring title to a Unit through  
388 foreclosure or the acceptance of a deed in lieu of foreclosure, shall be required to pay  
389 Common Expense Assessments for each Unit owned.

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

395 7.2. Common Expense Items [Bylaws Art. II, sec. 7, Art. IV, sec. 2]

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

- 397 (a) any assessment, fee or charge levied by the Association on behalf of the  
398 Owners, pursuant to the provisions of any lease or other agreement for  
399 utilities (the costs of utilities shall be assessed in proportion to usage), and  
400 amenities;
- 401 (b) any ad valorem taxes, personal property taxes or other fees or assessments  
402 levied by governmental authorities upon property owned by the  
403 Association or upon the Common Elements, including the Limited  
404 Common Elements, that is not assessed to the Owners individually;
- 405 (c) the maintenance, repair, modification, alteration, redecoration and  
406 replacement of the Common Elements and the Limited Common  
407 Elements;
- 408 (d) insurance coverage required by the Condominium Act or this Declaration  
409 or provided pursuant to the Bylaws or the acts of the Board;
- 410 (e) the purchase, rental, repair and replacement of any furniture, fixtures or  
411 equipment owned or leased by the Association, including reserves for the  
412 replacement of such furniture, fixtures or equipment;
- 413 (f) administrative costs of the Association, including costs for professional  
414 consultants, such as attorneys, accountants, auditors and engineers, and

- 415 costs for office equipment, rent, wages and salaries, taxes, supplies,  
 416 postage, and other office expenses;
- 417 (g) reserves for the repair and replacement of components of the Common  
 418 Elements, such as exterior and structural elements of buildings (roofs,  
 419 siding, windows and entry doors etc.), sidewalks, parking lots, railings,  
 420 water well, water lines, and wastewater collection and treatment system.;
- 421 (h) management fees and expenses; and
- 422 (i) any other costs incurred by the Association in connection with the  
 423 maintenance, repair, replacement, restoration, redecoration, improvement,  
 424 operation and administration of the Condominium, and in connection  
 425 with the operations and administration of the Association, including the  
 426 costs incurred by the Association in abating any nuisance or correcting  
 427 any violation of this Declaration or the rules.

428 Common Expenses that benefit some but not all the Units may in the Board's sole but  
 429 reasonable discretion be allocated solely to the benefited Units. At the Board's  
 430 discretion, portions of the budget for Common Elements affecting fewer than all Units  
 431 may be submitted for ratification to only owners of those Units which will bear the  
 432 budgeted cost.

433 Common Expense Assessments shall be due and payable annually, as determined by  
 434 the Board, or in periodic installments as determined by the Board.

435 Expenses Relating to Limited Common Elements [Art. 3, sec. 3.8](The Condo Act sec.  
 436 448.3-115.3)

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

449 7.3. Special Assessments [Bylaws Art. IV sec. 6](The Condo Act sec. 448.3-  
450 114)

451 If the Common Expense Assessments collected from the Owners are at any time  
452 inadequate to meet the costs and expenses incurred by or imposed upon the  
453 Association for any reason, including but not limited to, the nonpayment by any  
454 Owners of any Assessment, the Board shall immediately determine the approximate  
455 amount of such inadequacy, prepare a supplemental budget and submit it to the  
456 Owners following the procedure of Section 7.2 of this Declaration, and, if the  
457 supplemental budget is ratified, levy a Special Assessment upon each Owner, in such  
458 amount(s) as the Board determines to be necessary in order to pay the Association's  
459 costs and expenses. Such Special Assessment shall be allocated among the Owners on  
460 the basis of each Owner's Share. The Special Assessment may include all or a portion of  
461 the Association's insurance deductible relating to repairs to Common Elements and  
462 Units.

463 Any Special Assessment shall be due and payable within 45 days after the date upon  
464 which a written notice of such Special Assessment is mailed to the Owner, unless the  
465 Board determines that installment payments shall be permitted and provides each  
466 Owner with an approved payment schedule, in which case payments must be made no  
467 later than is specified in such payment schedule. If the Board authorizes the payment of  
468 any Special Assessments in installments, no notice of the due date of each individual  
469 installment shall be required to be given, other than the aforesaid Special Assessment  
470 notice. Special Assessments shall be used only for the specific purpose set forth in the  
471 Special Assessment Notice or shall be returned to the applicable Owners. Upon  
472 completion of the work for which the Special Assessment is made, any excess funds  
473 shall be considered common surplus and may, in the Board's sole discretion, either be  
474 returned to the applicable Owners or applied as a credit toward future Assessments  
475 owed.

476 7.4. Personal Charges [new](The Condo Act sec. 448.3-115.5)

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

485 permitted to be assessed against a particular Owner. Such expenses are referred to here  
486 as Personal Charges.

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

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

496 7.5. Late Charges and Costs of Collection [Art. 7, sec. 7.6(k), Bylaws Art.  
497 IV, sec. 9] (The Condo Act sec. 448.3-102.1(11))

498 Common Expense Assessments, Special Assessments and Personal Charges that are  
499 unpaid for a period of 15 days after the due date thereof shall bear interest at the rate of  
500 18% per annum on the unpaid balance, or such lesser rate as is approved by the Board,  
501 plus costs and expenses of collection, including legal fees, process servers' fees and  
502 expenses, court fees, and court reporter charges. Late charges and other costs of  
503 collection shall be imposed regardless of whether or not a lawsuit for collection is filed  
504 and pursued to completion.

505 7.6. Transfer Fee and Lender Certification Fee [new](The Condo Act sec.  
506 448.3-102.1(12))

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

515 8. Financial Administration, Management, Maintenance and  
516 Repairs

517 8.1. Administration [Art. 7, sec. 7.6(a),(f), sec. 7.8] (The Condo Act, sec.  
518 448.3-102)

519 Responsibility for the maintenance, repair, replacement, restoration, improvement,  
520 operation and administration of the Condominium, including all Common Elements  
521 and Limited Common Elements, shall be vested in the Association, to be exercised by  
522 the Board, as more fully explained in Section 9.6 of this Declaration. The Association  
523 shall act as the agent of all the Owners in collecting Assessments and in paying the  
524 Association's expenses and other Common Expenses, however characterized. The  
525 Association, through its Board, officers, the Manager (if any) and other duly authorized  
526 agent(s) may exercise any and all rights and powers granted to it by law or by this  
527 Declaration, the Bylaws, the Rules and the resolutions of the Board, as amended or  
528 supplemented from time to time.

529 8.2. Budgets [Art.7, sec. 7.6(b), Bylaws Art. IV sec. 1] (The Condo Act sec.  
530 448.3-103.3)

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

538 8.3. Reserve and Replacement Funds [Bylaws Art. IV sec. 1, 6 and 8]

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

548 Money in the reserve and replacement funds, and interest accruing thereon, shall  
 549 remain in the respective accounts pending expenditure for the purpose budgeted,  
 550 unless their alternative use is approved by the Board. The existence of such reserve and  
 551 replacement funds shall not operate to exempt any Owner from his obligation to  
 552 contribute his proportionate share of the Common Expenses to pay any such  
 553 Assessments therefore. Any funds used from any of the reserve or replacement funds to  
 554 meet any deficiencies in operating or maintenance funds resulting from Owners'  
 555 delinquencies shall be restored as soon as possible.

556 The proportionate interest of each Owner in any reserve or replacement funds held by  
 557 the Association shall not be withdrawn or assigned separately, but shall be deemed to  
 558 be transferred upon conveyance of an Owner's interest in his Unit and his Share.

559 9. Remedies for Breach and Collection of Assessments [Art. 7,  
 560 sec. 7.6(k), Art. 11, Bylaws sec. 9](The Condo Act sec. 448.3-  
 561 102, sec. 448.3-116)

562 9.1. Rights to Enter and Abate and to Seek Injunction [Art. 11  
 563 sec.11.1(g,h)]

564 The violation of a provision of this Declaration or of the Bylaws or Rules shall give the  
 565 Board the right, in addition to the rights provided in this Declaration or by law:

566 (a) After reasonable notice in writing, to enter the Unit where such violation or  
 567 breach exists and to summarily abate and remove, at the expense of the  
 568 defaulting Owner, any structure, thing or condition that may exist thereon  
 569 contrary to the intent and meaning of the provisions hereof, and the Board or the  
 570 Manager or their respective agents, shall not thereby be deemed guilty in any  
 571 manner of trespass; or

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

574 9.2. Other Remedies [Art. 11, sec. 11.2]

575 If any Owner (either by his own conduct or by the conduct of any other occupant of his  
 576 Unit) shall violate any provisions of this Declaration, the Bylaws or the Rules adopted  
 577 by the Board, including the failure to pay Assessments, and such violation shall  
 578 continue for 30 days after notice in writing from the Board, or shall occur more than  
 579 once during any 30-day period after written notice or request to cure such violation

580 from the Board, then the Board shall have the following powers, by action of a majority  
581 of its members:

- 582 (a) to issue to the defaulting Owner a 10-day notice in writing to terminate  
583 the right of said defaulting Owner to continue as an Owner and to  
584 continue to use, occupy or control his Unit and the Common Elements  
585 and thereupon an action in equity may be filed by the Board against the  
586 defaulting Owner, subject to the prior written consent of any Mortgagee of  
587 Record having a security interest in the Unit of the defaulting Owner, for a  
588 decree of mandatory injunction or, in the alternative, for a decree  
589 declaring the termination of the defaulting Owner's right to use the  
590 Common Elements (including parking areas and garages and use or  
591 control of the Owner's Unit on account of the breach of and provision, and  
592 ordering that all right, title and interest of the Owner in the Condominium  
593 shall be sold (subject to the lien of any existing deed of trust or mortgage)  
594 at a judicial sale upon such notice and terms as the court shall establish,  
595 except that the court shall enjoin and restrain the defaulting Owner from  
596 reacquiring his interest at such judicial sale; or
- 597 (b) to foreclose any lien provided by the Condominium Act in like manner as  
598 if such lien were secured by a deed of trust containing a power of sale  
599 under Chapter 443, RSMo. The proceeds of any such sale shall first be  
600 paid to discharge court costs, master's or commissioner's fees, late charges,  
601 costs of obtaining service, court reporter charges, reasonable attorney's  
602 fees and all other expenses of the proceeding, and all such items shall be  
603 taxed against the defaulting Owner in said decree. Any balance of  
604 proceeds, after satisfaction of such charges and any unpaid Assessments  
605 hereunder or any liens, may be paid to the Owner. The purchaser at the  
606 foreclosure sale shall take the interest in the property sold subject to this  
607 Declaration, and the purchaser shall become an Owner in the place of the  
608 defaulting Owner. The Association has the right to appoint a trustee and  
609 successor trustees.

## 610 10. Development Rights [Art. 5]

611 No development rights remain.



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

613 11.1. Insurance [Art. 8, sec. 8.2](The Condo Act sec. 448.3-113)

614 The Board shall have the duty to purchase insurance as required by the Condominium  
615 Act.

616 The Board may adopt rules that require Unit owners to obtain "loss assessment"  
617 endorsements to Unit owner's insurance policies, in such amounts as reasonably  
618 determined by the Board and to require Unit owners to provide evidence of such  
619 coverage.

620 11.2. Damage and Destruction [Art. 8](The Condo Act sec. 448.1-107)

621 (a) Each Owner hereby irrevocably appoints the Association as his attorney-in-fact,  
622 in each Owner's name, place and stead for the purpose of dealing with the  
623 Condominium, including the Units, upon its damage, destruction or obsolescence, as  
624 hereinafter provided. As attorney-in-fact, the Association, by its authorized officers,  
625 shall have full and complete authorization, right and power to make, execute and  
626 deliver any contract, deed or other instrument with respect to the interest of an Owner  
627 which is necessary or appropriate for the Association to exercise the powers herein  
628 granted.

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

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

637 If the entire Condominium is not repaired or replaced, (1) the insurance proceeds  
638 attributable to the damaged Common Elements shall be used to restore the damaged  
639 area to a condition compatible with the remainder of the Condominium, (2) the  
640 insurance proceeds attributable to Units and Limited Common Elements which are not  
641 rebuilt shall be distributed to the Owners or lienholders of those Units, as their interests  
642 may appear, and (3) the remainder of the proceeds shall be distributed to all the Owners  
643 or lienholders, as their interest may appear, in proportion to the respective Shares of  
644 each Owner.

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

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

### 655 11.3. Condemnation (The Condo Act sec. 448.1-107)

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

## 660 12. Termination and Amendment

### 661 12.1. Termination of Condominium [Art. 10, sec. 10.1](The Condo Act sec. 662 448.2-118)

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

671 Upon termination of the Condominium, the property comprising the Condominium  
 672 shall be disposed of in the manner provided by the Condominium Act, particularly  
 673 Section 448.2-118, and other provisions of Missouri law relating to termination of  
 674 tenancies in common.

675 12.2. Amendment of Declaration [Art. 13, sec. 13.1](The Condo Act sec.  
676 448.2-117)

677 a. *Amendment of Declaration.* No modification or amendment of the Declaration shall  
678 be valid unless such modification or amendment is considered by an assembly or a mail  
679 vote in which 67% or more of the votes of Association are cast, directly or by proxy.  
680 Notice of voting shall be sent to each Member at least 25 days in advance of the vote.

681 The notice shall state the purpose of the amendment and shall include a proxy form.  
682 Any such modification or amendment requires for approval either (1) a majority of the  
683 votes of all members present in person or by proxy and voting at the meeting or in the  
684 mail election, or (2) 67% of the total authorized votes of all members of the Association.

685 Such modification or amendment shall not be effective and until such modification or  
686 amendment is duly recorded in the office of the Stone County Recorder; provided  
687 however that this Declaration and the Bylaws shall at all times contain the minimum  
688 requirements imposed by the Condominium Act.

689 Notwithstanding any provisions hereof:

- 690 1. The Board expressly reserves the right, respectively, to amend this Declaration to  
691 correct any scrivener's error or surveyor's error and to make any correction  
692 necessary to make any provision conform to the Condominium Act or to make  
693 changes or revisions to comply with the requirements of HUD/FHA, Fannie Mae,  
694 Freddie Mac or VA.
- 695 2. "Materially amended" refers to an amendment to the Declaration which would  
696 add, delete or modify provisions of the Declaration regarding:
- 697 ● Assessment basis or assessment liens;
  - 698 ● Any method of imposing or determining any charges to be levied against  
699 individual Unit owners;
  - 700 ● Reserves for maintenance, repair or replacement of Common Elements;
  - 701 ● Allocation of rights to use Common Elements;
  - 702 ● Any scheme of regulation or enforcement of standards for maintenance,  
703 architectural design or exterior appearance of improvements on Units;
  - 704 ● Reduction of insurance requirements;
  - 705 ● Restoration or repair of Common Elements;

- 706           • The addition, annexation or withdrawal of land to or from the Additional
- 707           Property or from the Condominium;
- 708           • Voting Rights;
- 709           • Restrictions affecting the sale or leasing of a Unit; and
- 710           • Any provisions which is for the express benefit of mortgagees of Units.

711 “Extraordinary action” is an act which would terminate the Declaration, merge the  
 712 Association into an organization other than another non-profit condominium owners’  
 713 association, expand the Condominium to include land that would increase the total  
 714 number of Units by more than 10%, convey or partition Common Elements, use  
 715 insurance proceeds other than for reconstruction or repair, make capital expenditures  
 716 (other than for repair or replacement) during any 12-month period costing more than  
 717 20% of the annual operating budget.

718 b. *Amendment of Bylaws.* Bylaws may be amended in the manner set forth in the  
 719 Bylaws.

## 720 13. Miscellaneous Provisions

### 721 13.1. Captions [new]

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

### 724 13.2. Manner of Giving Notice [new]

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

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

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

738 13.3. Acceptance by Grantee [new]

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

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

753 13.4. No Waiver; Remedies Cumulative [new]

754 No provision contained in this Declaration shall be deemed to have been abrogated or  
755 waived by reason of any failure to enforce the same, irrespective of the number of  
756 violations or breaches which may occur. All remedies available hereunder or under the  
757 applicable state or federal law are cumulative, and the exercise of any one or more does  
758 not affect the right to use another.

759 13.5. Severability [new]

760 The invalidity of all or part of any provision of this Declaration shall not impair or affect  
761 in any manner the validity, enforceability or effect of the rest of this Declaration.

762 13.6. Interpretation [new]

763 The provisions of this Declaration shall be liberally construed to effectuate its purpose  
764 of creating a uniform plan for the development and operation of a residential  
765 condominium. The use of personal pronouns shall be construed to apply to masculine,  
766 feminine or neuter gender as the context may require.

767

768 **IN WITNESS WHEREOF**, this undersigned officer of the Association certifies that this  
769 Declaration has been adopted by the written consent of the owners of at least 67% of the  
770 voting power of the Association as provided in Section 13.1 of the Original Declaration.

771 Anchor's Point Condominium Owners Association, Inc.

772 By: [Signature]

773 RAYMOND E. LOEHR, President

774 State of Missouri, County of Stone Acknowledgment

775 On this 17<sup>th</sup> day of March, 2022 before me personally appeared  
776 Raymond E. LOEHR, to me personally known, who being duly sworn,  
777 did say that he is the president of Anchor's Point Condominium Owners Association (the  
778 "Corporation"), and that the foregoing instrument was signed in behalf of the Corporation by  
779 authority of its board of directors, and he acknowledged the foregoing instrument to be the free  
780 act and deed of the Corporation and that the Corporation has no seal.

[Signature]

Notary Public

THOMAS E. GUMMERSBACH  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Franklin County  
My Commission Expires: May 19, 2022  
Commission Number: 14434249

783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800

801

**Exhibit A**

802

**Legal Description of Anchor's Point Condominium.**

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

806

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

809

810 Beginning at a point on a G.F.T.L. Tract No. F604, being South 109.26 feet  
 811 and East 102.42 feet from the Southwest corner of E ½ NE ¼ NW ¼ SW ¼  
 812 NE ¼ Section 9, Township 22 North, Range 23 West, Stone County,  
 813 Missouri; thence N46°08'E, 141.88 feet; thence S34°44'30"E, 134.06 feet;  
 814 thence S74°34'30"E, 60.51 feet; thence N66°00'E, 277.00 feet; thence  
 815 N24°00'W, 36.43 feet; thence N40°51'W, 97.80 feet; thence N23°53'E, 183.28  
 816 feet; thence N65°52'W, 76.70 feet; thence N210°43'E, 250.00 feet along a  
 817 419.44° curve to the left 26.54 feet; thence N89°36'W, 115.66 feet; thence  
 818 N9°02'37'W, 50.82 feet; thence N80°57'23"E, 75.81 feet; thence N1°57'23"E,  
 819 45.00 feet; thence S88°02'37"E, 295.12 feet; thence S1°28'32"W, 12014 feet to  
 820 the South right of way line of a private road; thence along a 11.1525° curve  
 821 to the left 195.20 feet; thence N74°31'10'E along right of way 23.82 feet;  
 822 thence S19°20'E, 241.24 feet; thence S89°53'55"W, 303.52 feet; thence  
 823 S81°58'W, 132.85 feet; thence S7°28'W, 113.43 feet; thence S61°24'28"E, 66.27  
 824 feet to a G.F.T.L. Tract No. F604; thence S28°25'32"W along G.F.T.L. 552.61  
 825 feet; thence N88°12'13"W along G.F.T.L. 164.74 feet; thence N43°09'10"W  
 826 along G.F.T.L. 316 feet to the point of beginning, containing 6.706 acres,  
 827 more or less, in Stone County, Missouri.

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

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

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

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

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

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

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

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

860 A part of the southwest quarter of the Northeast quarter of section 9, township 22  
 861 North, range 23 West, Stone County, Missouri. Being more particularly described  
 862 as follows: Beginning at a point on the Government Fee Take Line said point being  
 863 Corps of Engineers Monument #F 604-8, thence North 28 degrees 26 minutes 10  
 864 seconds East along said Government Fee Take Line 60.5 feet to the true point of  
 865 beginning, thence North 61 degrees 59 minutes 49 seconds West departing said  
 866 Government Fee Take Line 70.00 feet, thence North 10 degrees 41 minutes 04  
 867 seconds West 151.62 feet, thence North 66 degrees 18 minutes 11 seconds East 47.30  
 868 feet, thence South 31 degrees 41 minutes 13 seconds East 3.07 feet, thence North 66



869 degrees 09 minutes 36 seconds East 141.50 feet, thence South 23 degrees 11 minutes  
870 54 seconds East 60.44 feet to the Government Fee Take Line, thence South 28  
871 degrees 26 minutes 10 seconds West along said Government Fee Take Line 227.32  
872 feet to the true point of beginning. Containing 0.66 acres more or less.

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

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

879 Beginning at a point on the Government Fee Take Line, said point being  
880 Corps of Engineer’s monument #F604-9, said point also being the Northeast  
881 corner of the West half of the Northwest quarter of the Southeast quarter of  
882 the Southwest quarter of Northeast quarter of the said section 9, thence  
883 North 43 degrees 09 minutes 10 seconds West along said Government Fee  
884 Take Line 63.59 feet, thence North 47 degrees 47 minutes 46 seconds East  
885 departing said Government Fee Take Line 47.62 feet, thence North 04  
886 degrees 44 minutes 03 seconds East 130.46 feet, thence South 68 degrees 08  
887 minutes 35 seconds East 29.66 feet, thence North 66 degrees 18 minutes 11  
888 seconds East 80.0 feet, thence South 10 degrees 41 minutes 04 seconds East  
889 151.62 feet, thence South 61 degrees 59 minutes 49 seconds East 70.0 feet to  
890 the Government Fee Take Line, thence South 28 degrees 26 minutes 10  
891 seconds West along said Government Fee Take Line 60.05 feet, thence  
892 North 88 degrees 12 minutes 13 seconds West along said Government Fee  
893 Take Line 164.74 feet to the point of beginning. Containing 0.74 acres, more  
894 or less. Subject to any and all encumbrances, recorded or unrecorded.

895  
896  
897  
898  
899  
900  
901

902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932

**Exhibit B**PERCENTAGE INTEREST OF OWNERSHIP OF COMMON ELEMENTS

## Phase I (12 Units)

Unit	Percentage	Unit	Percentage
<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
400 (mailing address 400/401)	1 .5069	406 (mailing address 412/413)	1.5069
401 (mailing address 402/403)	1 .5069	407 (mailing address 414/415)	1.5069
402 (mailing address 404/405)	1 .5069	408 (mailing address 416/417)	1.5069
403 (mailing address 406/407)	1 .5069	409 (mailing address 418/419)	1.5069
404 (mailing address 408/409)	1 .5069	410 (mailing address 420/421)	1.5069
405 (mailing address 410/411)	1 .5069	411 (mailing address 422/423)	1.5069

## Phase II (6 Units)

Unit	Percentage	Unit	Percentage
<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
424	1.5069	430	1.5069
426	1.5069	432	1.5069
428	1.5069	434	1.5069

## Phase III (9 Units)

Unit	Percentage	Unit	Percentage
<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
436	1.5069	446	1.5069
438	1.5069	448	1.5069
440	1.5069	450	1.5069
442	1.5069	452	1.5069
444	1.5069		

933

934

935

## Phase IV (19 Units)

936

937	Unit	Percentage	Unit	Percentage
938	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
939	496	1.5069	516	1.5069
940	498	1.5069	518	1.5069
941	500	1.5069	520	1.5069
942	502	1.5069	522	1.5069
943	504	1.5069	524	1.5069
944	506	1.5069	526	1.5069
945	508	1.5069	528	1.5069
946	510	1.5069	530	1.5069
947	512	1.5069	532	1.5069
948	514	1.5069		

949

950

## Phase V (21 Units)

951

952	Unit	Percentage	Unit	Percentage
953	<u>Number</u>	<u>Interest</u>	<u>Number</u>	<u>Interest</u>
954	454	1.5069	476	1.1863
955	456	1.5069	478	1.5069
956	458	1.5069	480	1.5069
957	460	1.5069	482	1.5069
958	462	1.5069	484	1.5069
959	464	1.5069	486	1.5069
960	466	1.5069	488	1.5069
961	468	1.5069	490	1.5069
962	470	1.5069	492	1.5069
963	472	1.1863	494	1.5069
964	474	1.1863		