

CHATEAU
CONDOMINIUM
ASSOCIATION, INC.

Declaration of
Condominium &
By-laws

1987 - 2007

Published March, 2007

Foreword

The Information contained, herein, has been compiled to provide Unit Owners a reference manual of the prevailing Rules and Regulations, By-laws, and operational policies of Chateau Condominiums, Inc.

The Board of Directors recommends that this information be reviewed by each Unit Owner so as to better understand the policies which will allow cooperation in maintaining high standards for Chateau Condominium living.

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DECLARATION OF CONDOMINIUM
OF
CHATEAU CONDOMINIUMS

This Declaration of Condominium made on April 30, 1987, by Chateau Real Estate Corporation, a Missouri Corporation, hereinafter referred to as "Declarant".

The Declarant states as follows:

1. The purpose of this declaration is to submit the lands described in this Declaration and the improvements thereon to the condominium form of ownership and use as a conversion project in the manner provided by Chapter 448 of the Revised Statutes of Missouri, as needed, the Uniform Condominium Act, hereinafter referred to as the "Uniform Condominium Act". The improvements on the lands presently consist of 110 residential units in 10 buildings, a clubhouse, and 2 swimming pools and related properties. The Declarant shall comply with all Federal and State Laws regarding conversion projects, particularly, the United States Code Section 3601 et seq., and the Uniform Condominium Act.
2. Pursuant to Section 448.2-105(1) of the Uniform Condominium Act, the name of the condominium is Chateau Condominiums and it is located at 2806 West Rollins Road, Columbia, Boone County, Missouri.
3. Pursuant to Section 448.2-105(2) and (3) of the Uniform Condominium Act, the lands owned by Declarant, which, by this Declaration are submitted to the condominium form of ownership and use, are the following described lands, located entirely in Boone County, Missouri:

Tract 1: Lot Fifty-nine (59) of Colonial Gardens as shown by the plat recorded in Plat Book 7, Page 73, Records of Boone County, Missouri.

Tract 2: Lot Ninety-four (94) except the West 125 feet and Lot Ninety-five (95) except the Southeast 150 feet, in Lake Shore Estates Subdivision No. 2 as shown by the plat recorded in Plat Book 7, Page 61, Records of Boone County, Missouri.

Tract 3: Lots 100, 101, 102, 103, 104 and 105, and Tuxedo Court vacated, in Lake Shore Estates Subdivision No. 2 and shown by the plat recorded in Plat Book 7, Page 61, Records at Boone County, Missouri.

Subject to easements and restrictions of record.

4. The terms used in this Declaration and its Exhibits and the Amendments to the Declaration and the Articles and By-laws of Chateau Condominiums Association, Inc., shall have the meaning stated in the Uniform Condominium Act and as follows, unless the context requires otherwise. All references to sections in “RSMo,” shall be deemed to be references to the Revised Statutes of Missouri, as amended:

“Affiliate of a declarant” means any person who controls, is controlled by, or is under common control with a declarant. A person **“controls”** a declarant if the person (a) is a general partner, officer, director, or employer of the declarant, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interest of the declarant, (c) controls in any manner the election of a majority of the directors of the declarant, or, (d) has contributed more than twenty percent of the capital of the declarant. A person **“is controlled by”** a declarant if the declarant (a) is an officer, director, or employer of the person, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the person, (c) controls in any manner the election of a majority of the directors of the person, or, (d) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this subdivision are held solely as security for an obligation and are not exercised;

“Allocated interests” means the undivided interest in the common elements, the common expense liability, and votes in the association allocated to each unit;

“Association” or “Unit Owners’ Association” means the unit owners’ association organized under Section 148.3-101;

“Common Elements” means all portions of a condominium other than the units;

“Common expenses” means expenditures made by or financial liabilities of the association, together with any allocations to reserves;

“Common expense liability” means the liability for common expenses allocated to each unit pursuant to Section 448.2-108;

“Common surplus” means the excess of all receipts of the association from the condominiums, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements of the condominium, over the common expenses of the condominium.

“Condominium” means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided Interest in the common elements are vested in the unit owners;

“Condominium development” means all the land and improvements thereon forming the basis of the condominium.

“Conversion building” means a building that at any time before creation of the condominium was occupied wholly or partially by persons other than purchasers and persons who occupy with the consent of purchasers;

“Declarant” means any person, or group of persons acting in concert, who (a) as part of a common promotional plan, offers to dispose of his or its interest in a unit not previously disposed of, or (b) reserves or succeeds to any special declarant right;

“Declaration” means any instruments, however denominated, which create a condominium, and any amendments to those instruments;

“Development rights” means any right, or combination of rights, reserved by a declarant in the declaration to add real estate to a condominium; to create units, common elements, or limited common elements within a condominium; to subdivide units or to convert units into common elements; or to withdraw real estate from a condominium;

“Director” means a director of the executive board.

“Dispose” or **“disposition”** means a voluntary transfer to a purchaser of any legal or equitable interest in a unit, but does not include the transfer or release of a security interest;

“Executive board” means the body, regardless of name, designated in the declaration to act on behalf of the association;

“Family” means

(a) with regard to one bedroom units, a group of not more than two persons, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a non-profit, cost sharing basis; or

(b) with regard to two bedroom units,

(i) a group of not more than two persons, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a non-profit, cost sharing basis; or

(ii) a group of not more than three persons of whom not less than two are related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a non-profit, cost sharing basis;

(c) with regard to three bedroom units, a group of not more than four persons of whom not less than two are related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit with a single kitchen facilities on a non-profit, cost sharing basis.

“Identifying number” means a symbol or address which identifies only one unit in a condominium;

“Limited common element” means a portion of the common elements allocated by the declaration or by operation of subdivision (2) or (4) of Section 448.2-102 for the exclusive use of one or more but fewer than all of the units;

“Number and Gender” of all nouns and verbs shall be interchangeable as the context requires.

“Parcel” means a unit, together with the undivided share in the common elements and limited common elements which are appurtenant to the unit;

“Person” means a nature person, corporation, business trust, estate, trust, partnership association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that in the case of a land trust, **“person”** means the beneficiary of the trust rather than the trust or the trustee;

“Plan” means a drawing prepared by a registered architect or engineer which contains the information required by the provisions of Subsection 4 of Section 448.2-109;

“Plat” means a drawing prepared by a registered land surveyor which contains the information required by the provisions of Subsection 2 of Section 448.2-109;

“Purchaser” means any person, other than a declarant or a person in the business of selling real estate for his own account, who by means of a voluntary transfer acquires a legal or equitable interest in a unit, other than (a) a leasehold interest, including renewal options, of less than twenty years, or (b) as security for an obligation;

“Real estate” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interest which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. **“Real estate”** includes parcels with or without upper or lower boundaries, and spaces which may be filled with air or water;

“Residential purposes” means use for dwelling or recreational purposes, or both;

“Special declarant rights” means rights reserved for the benefit of a declarant to complete improvements indicated on plats and plans filed with the declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the condominium, and models; to use easements through the common elements for the purpose of making improvements within the condominium or within real estate which may be added to the condominium to make the condominium part of a larger condominium or a planned community; to make the condominium subject to a master association; or to appoint or remove any officer of the association or any master association, or any executive board member during any period of declarant control;

“Unit” means a physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to subdivision (5) of Subsection 1 of Section 448.2-105;

“Unit owner” means a declarant or other person who owns a unit, or a lessee of a unit in a leasehold condominium whose lease expires simultaneously with any lease the expiration or termination of which will remove the unit from the condominium, but does not include a person having an interest in a unit solely as security for an obligation.

“Voting member” means that person designated by the unit owners of a unit who shall have the authority to cast the one (1) vote of said unit on all issues presented for vote at meetings of the Association.

5. Pursuant to Section 448.2-105(4) of the Uniform Condominium Act, the maximum number of units which the Declarant reserves the right to create on the lands described in Paragraph 3 is 110 units.

6. Pursuant to Sections 448.2-105(5) and (6) of the Uniform Condominium Act, the boundaries of a unit shall be the walls, floors and ceilings of the unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the unit; all other portions of the walls, floors or ceilings are a part of the common elements.

All spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit; provided, however, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies within and partially without the above-described boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and, any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, storage areas and all exterior doors and windows or other fixtures designed to serve a single unit, are limited common elements allocated exclusively to that unit.

A description of the boundaries of each unit is reflected on Exhibit A. Exhibit A is attached to this Declaration and by this reference is incorporated into this Declaration. The identifying numbers of the units are reflected on Exhibit A.

7. Pursuant to Section 448.2-105(7) of the Uniform Condominium Act, no real estate exists, except real estate subject to development rights, which may be allocated subsequently as limited common elements, other than the limited common elements specified in Paragraph 6.

8. Pursuant to Section 448.2-105(8) of the Uniform Condominium Act, the Declarant reserves the right to exercise the following development rights in regard to the lands described in Paragraph 3:

(a) Declarant reserves the right to create units, common elements or limited common elements within the condominium; provided, however, said right shall only exist until December 31, 1997; and,

(b) Declarant reserves the right to subdivide units or convert units into common elements; provided, however, said right shall only exist until December 31, 1997; and,

(c) Declarant reserves the right to withdraw real estate from the condominium; provided, however, said right shall only exist until December 31, 1997; and,

(d) Declarant reserves the right to complete improvements indicated on Exhibit A; provided, however, said right shall only exist until December 31, 1997; and,

(e) Declarant reserves the right to exercise any development right; provided, however, said right shall only exist until December 31, 1997; and,

(f) Declarant reserves the right to maintain sales offices, management merit offices, signs advertising the condominium and models; provided, however, said right shall only exist until December 31, 1997; and,

(g) Declarant reserves the right to use easements through the common elements for the purpose of making improvements within the condominium; provided, however, said right shall only exist until December 31, 1997; and,

(h) Declarant reserves the right to make the condominium part of a larger condominium or a planned community; provided, however, said right shall only exist until December 31, 1997; and,

(i) Declarant reserves the right to make the condominium subject to a master association; provided, however, said right shall only exist until December 31, 1997; and,

j) Declarant reserves the right to appoint or remove any officer of the association or any master association or any executive board member during any period of declarant control; provided, however, said right shall only exist as hereinafter described in Paragraph 18.

9. Pursuant to Section 148.2-105(9) of the Uniform Condominium Act, no assurance is made whether a development right may or may not be exercised with respect to different parcels of real estate at different times nor whether a development right may or may not be exercised in all or in any other portion of hereinafter of the lands described in Paragraph 3.

10. Pursuant to Section 448.2-105(10) of the Uniform Condominium Act, no conditions or limitations exist in regard to the exercise or lapse of the development rights or other special declarant rights described in Paragraph 8, except for such conditions or limitations as described in Paragraph 8.

11. Pursuant to Section 148.2-105(11) of the Uniform Condominium Act, each of the unit owners of the condominium shall own a qualified undivided interest in the common elements and limited common elements. In order to determine the percentage of said qualified undivided interest, the following formula shall be applied: One hundred (100) shall be divided by the number of units created at the time of the determination. The percentage so obtained shall be the percentage of the qualified undivided interest in the common elements and limited common elements. Except for minor variations due to rounding, the sum of the undivided interests in the common elements and common expense liabilities allocated at anytime to all the units shall each equal one hundred percent (100%).

As additional units are created, the qualified undivided interest in the common elements and limited elements and surplus shall decrease; provided, however, no assurances are made that the creation of additional units to the Condominium will proportionately reduce the said qualified undivided interest.

Said undivided interest in the common elements and limited common elements shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to a unit. Any attempt to separate the fee title to a unit from the undivided interest in the common elements or limited common elements appurtenant to each unit shall be null and void.

12. Pursuant to Section 448.2-105(12) of the Uniform Condominium Act, the following restrictions on use and occupancy shall be applicable to the condominium:

(a) Each of the units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. A guest shall be defined as a person who resides with a family for no longer than two weeks, no more than twice per calendar year.

(b) Whenever any unit is owned by a corporation, partnership, trust or other entity (other than Declarant), the aforementioned entities shall only permit

use of the unit by its principal officers, directors, agents or guests, provided, however, that such unit owner shall sign and deliver to the Executive Board, a written statement designating the name of the party or parties entitled to use such unit from time to time, together with a written covenant of the party or parties entitled to use such unit, in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration of Condominium and of the rules and regulations which may be promulgated by the Association from time to time, acknowledging that the party' s or parties' right to use such unit shall be existent only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any of the aforementioned unit owners to remove any party given permission to use a unit owned by such owner, for failure of such user to comply with the terms and provisions of the Declaration of Condominium and/or of the rules and regulations of the Association or for any other reasons, said owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorney' s fees as the Association may have incurred in the premises.

(c) The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

(d) The unit owners shall not be permitted to keep dogs, cats or other animals in their respective units or on the common elements of the condominium; provided, however, the Executive Board may promulgate such regulations as it shall deem appropriate regarding the keeping of animals. If the Executive Board shall promulgate regulations permitting the keeping of animals, no animal shall be allowed to create or cause any disturbance or nuisance of any kind and if an animal or pet does cause or create a nuisance of any kind or an unreasonable disturbance, the Executive Board shall deliver written notice to the unit owner describing the nuisance or disturbance. Thereafter, the unit owner shall have three (3) days to abate the nuisance or disturbance. In the event the same shall not be abated within said period of time, upon written notice from the Executive Board, the said animal or pet shall be permanently removed from the property within three (3) days from the date the owner receives the second written notice from the Executive Board.

The owner of any pet or animal shall be liable for any and all damages caused by such animal or pet to any part of the condominium property or any other property operated by the Association.

(e) No nuisances shall be allowed either upon the condominium property or any property operated by the Association. No use or practice which is either an annoyance to residents or an interference with the peaceful possession and proper use of the property by the residents shall be allowed.

(f) All parts of the condominium shall be kept in a clean and sanitary condition; no rubbish, refuse, or garbage allowed to accumulate or any fire hazard allowed to exist.

(g) No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

(h) No immoral, improper, offensive or unlawful use shall be made of the condominium property, or any other property operated by the Executive Board. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

(i) No change shall be made in the color of any exterior window, door, storm shutter, glass or screen, except with the prior written consent of the Executive Board. All shutters and reflective window covering, or other such covering of exterior doors and windows shall be white or such other uniform color as maybe prescribed by the Executive Board. The unit owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building; nor shall the unit owner place any furniture (except lawn furniture), machinery or equipment outside his unit, except with the prior written consent of the Executive Board, and further, when approved, subject to the rules and regulations adopted by the Executive Board.

(j) No commercial activities or equipment shall be permitted in any unit or elsewhere, except as described above, without the written consent of the Executive Board of the Association. Further, no For Rent, For Sale or similar signs shall be permitted in any unit or elsewhere in the Condominium.

(k) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Executive Board.

(l) No noise shall be permitted to be transmitted from one unit to another. In the event the Executive Board determines that any noise is being transmitted to another unit and that such noise is unreasonable, then the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Executive Board.

13. Pursuant to Section 448.2-105(12) of the Uniform Condominium Act, the following restrictions on alienation (though not deemed by the Declarant to be restrictions on alienation) shall be applicable to the Condominium:

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by an owner other than the Declarant shall be subject to the following provisions as long as the condominium exists and the buildings, in useful condition, exist upon the land, which provisions each owner of a unit covenants to observe. The purpose of these notice provisions is to attempt to insure that adjoining unit owners are made aware of an intent to sell the unit comprising a

part of the separate condominium building in which said owner's unit is located such that there will be an opportunity to compete for the purchase of same with other potential buyers thereof. Accordingly, all unit owners will, before placing a unit on the market for sale, deliver written notice to the Association, advising the Association of the proposed terms of sale. Thereafter, the Association shall take such action as it shall deem appropriate to carry out the intent of this Paragraph. Provided, however, nothing herein contained shall (1) require the delivery of said notice to the Association; or, (2) require a particular action on behalf of the Association after receiving said notice, if any; or, (3) adversely impact or cloud title to the marketability of said unit.

14. Pursuant to Section 448.2-105(13) of the Uniform Condominium Act, no easements or licenses appurtenant to or included in the condominium or to which any portion of the condominium is or may become subject by virtue of a reservation in the Declaration of Condominium, other than those reflected on Exhibit A, exist.

15. Pursuant to Section 448.2-105(14) and Section 418.2-106 of the Uniform Condominium Act, no lease, the expiration or termination of which may terminate the condominium or reduce its size, exists.

16. Pursuant to Section 448.2-105(14) and Section 448.2-107 of the Uniform Condominium Act, there shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and is hereinafter referred to) as a voting member. If a unit is owned by more than one person, the owners of said units shall designate one of them as the voting member, or in the case of a corporation, partnership, trust or other entity, an officer, employee or agent thereof shall be designated as a voting member. The designation of the voting member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-laws of the Association. The total number of votes shall be equal to the total number of units in the condominium and each condominium unit shall have no more or no less than one equal vote in the Association. If one individual owns two (2) condominium parcels, he shall have two (2) votes. The vote of a condominium unit is not divisible.

17. Pursuant to Section 448.2-105(14) and Section 448.2-108 of the Uniform Condominium Act, other than the limited common elements described in Section 448.2-102(2) and (4), no limited common elements exist.

18. Pursuant to Section 448.2-105(14) and Section 448.3-103(4) and (5) of the Uniform Condominium Act, the Declarant shall have Declarant control of the Association for the maximum period of time as set forth in said Section 448.3-103(4) and (5), unless sooner relinquished by the Declarant. Such control shall include, but not be limited to, the Declarant's or Declarant's designee's, right to appoint and remove, at will, the officers and members of the Executive Board. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as, described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

19. Pursuant to Section 448.2-107 and Section 448.3-115 of the Uniform Condominium Act, the common expenses of the condominium shall be shared by the unit owners in the same percentage as the unit owner's undivided interest in the common elements and limited common elements of the condominium. Said ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels, their location or the building square footage included in each condominium unit.

20. Pursuant to Section 448.3-114 of the Uniform Condominium Act, any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements and limited common elements. Common surplus is the excess of all receipts of the Association from this condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements of this condominium, over the common expenses of this condominium.

21. Pursuant to Section 448.2-117 of the Uniform Condominium Act, except as otherwise provided, this Declaration of Condominium shall only be amended as provided in said Section. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Boone County, Missouri.

22. Pursuant to Section 448.3-101, Section 448.3-102 and Section 448.3-106 of the Uniform Condominium Act, subject to the provisions of Paragraph 18, the operation of the Condominium shall be by Chateau Condominiums Association, Inc., a corporation not-for-profit under the laws of the State of Missouri. The Association shall have all of the powers and duties set forth in the Uniform Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation and the By-laws of the Association. A copy of the Articles of Incorporation is attached as Exhibit B and is incorporated herein. A copy of the By-laws of the Association is attached as Exhibit C and is incorporated herein.

(a) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Declarant, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance, and repair, caused by any latent condition of the property to be repaired and maintained by the Association, or caused by the elements or other owners or persons.

b) Whenever the decision of a unit owner is required upon any matter, whether or not the subject matter of an Association meeting, such decision

shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, that in, the voting member, unless the joinder of record owners is specifically required by this Declaration.

c) Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-laws of the Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

23. Pursuant to Section 448.3-115, Section 448.3-116 and Section 448.3-117 of the Uniform Condominium Act, subject to the provisions of Paragraph 18, the Condominium Association, through its Executive Board, shall have the power to fix, determine, make and collect, from time to time, condominium fees, assessments, special assessments and such other assessments as are provided for by the Uniform Condominium, this Declaration and the By-laws.

(a) Common expenses shall include, but not be limited to, the following expenses: Expenses of operation, maintenance and management; property taxes and assessments against the condominium property (until such time as the taxes and assessments are made against the condominium parcels, individually, and thereafter only to such taxes or assessments, if any, as may be assessed against the common property); insurance premium for fire, windstorm and extended coverage insurance on the condominium property, and condominium personal property, and public liability insurance; legal and accounting fees; expenses associated with caring for the grounds, lawns, and other common areas, including parking lot maintenance, repair and snow removal and the repair of the structure of storage facilities; repair and replacement expenses (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned); the creation of reasonable contingency or reserve requirements for the protection of members and the condominium property (i.e., reserve for replacements, street and driveway repairs, operating reserve to cover deficiencies in collections, repairs to roofs, gutters, exteriors, etc.); and all other expenses declared by the Association to be common expenses.

(b) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit against which the assessment is made.

(c) Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when first due until paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

(d) The Association shall have a lien on each condominium parcel and all tangible personal property located within said unit for unpaid assessments and interest thereon. Said lien upon the aforesaid tangible personal property shall be

subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Executive Board may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Uniform Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owners shall be required to pay a reasonable rental for the condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

(e) Any person who acquires an interest in a unit, including, without limitation, persons acquiring title by operation of law, including purchasers or judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Executive Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Declarant, or to any unit owner or group of unit owners, or to any third party.

24. Pursuant to Section 448.3-113 of the Uniform Condominium Act, the insurance, other than title insurance, that shall be carried upon the condominium property and the property of the unit owner shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Executive Board. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurance for losses shall be made to the Association and all policies and their endorsements shall be deposited with the Association. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense, and the Association shall have no obligation to insure said personal property and liability.

(b) The Executive Board shall obtain public liability, including medical payments insurance, and property damage insurance covering all of the common elements of the condominium development and insuring the Association and the common owners as its and their interest(s) appear(s), in such amounts and provide such coverage as the Executive Board may determine, from time to time; provided, however, the coverage shall be sufficient in amount to adequately cover the risk involved.

(c) The Executive Board shall first obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium development, including personal property owned by the Association, in and for interests of the Association, all unit owners and their mortgagees, as their interest(s) may appear, in a company acceptable to the standards set by the Executive Board, in an amount equal to not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(d) If a workmen's compensation policy is necessary to meet the requirements of the laws of the State of Missouri, it shall be obtained by the Association.

(e) If flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law is required, it shall be obtained by the Association.

(f) Such other insurance as the Executive Board shall determine, from time to time, to be desirable may be obtained by the Association.

(g) The Executive Board shall endeavor to obtain policies which provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, their respective servants, agents and guests.

(h) Premiums upon insurance policies purchased by the Executive Board shall be paid for the benefit of the Association and the unit owners and the mortgagees as their interests may appear and shall provide that all proceeds covering losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the unit owners and their mortgagees in the following shares:

i. Common Elements. Proceeds on account of damaged common elements--an undivided share for each unit owner, such share being the same as an undivided share in the common elements appurtenant to his unit.

ii. Units. Proceeds on account of damage to units shall be held in the following undivided shares:

Where the building is to be restored—for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Executive Board of the Association.

When the building is not to be restored—an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit,

iii. Mortgagees. In the event a mortgagee endorsement has been issued on a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

(i) Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

i. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds, remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

ii. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial, owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Executive Board determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein,

iii. Certificate. In making distribution to unit owners and their mortgagees, the Association may rely upon a certificate of the Executive Board, as to the names of the unit owners and their respective shares of the distribution, provided, however, that such certificate shall not be binding insofar as mortgagees of units are concerned. The Association shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.

25. If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the insurance proceeds shall be distributed to the beneficial unit owner(s)--remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

Where a loss or damage occurs within a unit or units, or to the common elements or to any unit or units and the common elements, but said loss is less than “major damage” as hereinafter defined, it shall be obligatory upon the Association and the unit owner(s) to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than “major damage”:

(a) The Executive Board shall promptly obtain reliable and detailed estimate of the costs of repair and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimal damage or loss to any individual units, and if such damage or loss to the common elements is less than \$10,000.00, the insurance proceeds shall be made payable to the Executive Board, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units, individual units encumbered by institutional first mortgages, as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements alone or the party wall between units, but is in excess of \$20,000.00, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property upon the written direction and approval of the Executive Board, provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then its right of approval or designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Said written approval shall not be unreasonably withheld. Should written approval be required, as aforesaid, it shall be said mortgagee’s duty to give written notice thereof to the Association. The Association may rely upon the certificate of the aforesaid institutional first mortgagee, if said institutional first mortgagee’s written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic’s liens to the Association and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee, and deliver same to the Association, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Executive Board to obtain a completion, performance and payment bond, in such form and amount, and with a bonding company authorized to do business in the State of Missouri as are acceptable to the said mortgagee.

(d) Subject to the foregoing, the Executive Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof, if the work has actually been done), the Executive Board shall promptly, upon the

determination of the deficiency, levy a special assessment against all unit owner's in proportion to the unit owner's share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for the portion of the deficiency as is attributable to his individual unit, provided, however, that if the Executive Board, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Executive Board shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all said damage had occurred in the common elements. Special assessment funds shall be added by the Association to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Executive Board in favor of any institutional first mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

As used in this Declaration, or any other context dealing with this condominium development, the term "major damage" shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in all condominium buildings is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage with respect to all condominium buildings becomes payable. Should such "major damage" occur, then:

(a) The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) Thereupon a meeting of the unit owners shall be called by the Executive Board, to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of this condominium development with reference to the abandonment of the condominium project, subject to the following:

i. If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof so that no special assessment is required, then the condominium properties shall be restored and repaired, unless two-thirds (2/3) of the unit owners of this condominium development shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the public record of Boone County, Missouri, an instrument terminating this condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium development shall become effective upon the

recording of said instrument, and the unit owners shall, thereupon, become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this condominium prior to its termination, and the mortgages and liens upon condominium parcels shall become mortgages and liens, upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the condominium.

ii. If the net insurance proceeds is available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners of this condominium development vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the condominium property removed from the provisions of the law, and the condominium terminated, as set forth in the immediately preceding subparagraph i., and the unit owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the condominium parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding subparagraph (a). In the event a majority of the unit owners of this condominium vote in favor of special assessments, the Executive Board shall immediately levy such special assessment, and thereupon the Association shall proceed to negotiate, and contract for such repairs and restoration, subject to the provisions above. The special assessment fund shall be added to the proceeds available for the restoration and repair of the property by the Association. The proceeds shall be disbursed by the Association for the repair and restoration of the property, as provided above.

(c) In the event any dispute shall arise as to whether or not “major damage” has occurred, it is agreed that such finding made by the Executive Board shall be binding upon all unit owners.

It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

Any repair and restoration must be substantially in accordance with the plan and specification for the original building, or as the building was last constructed, or according to the plans approved by the Executive Board, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

The Executive Board is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Executive Board of the Association and to execute and deliver releases therefor upon payment of claims.

Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements, the institutional mortgagee holding the greatest dollar volume of unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such it of common expense.

26. Pursuant to Section 448.3-107 and Section 448.2-111 of the Uniform Condominium Act, responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

(a) The Association shall maintain, repair and replace at the Association's expense:

i. All portions of a unit, except interior surfaces, contributing to the support of the building; all outside walls of the building, including the roof, and all fixtures on its exterior; boundary and party walls of units; floor slabs; load bearing columns and load bearing walls; and,

ii. All incidental damages caused to a unit by such work shall be repaired promptly at the expense of the Association.

(b) The Unit owner, at said unit owner's separate and sole expense, shall maintain, repair and replace, in good repair and condition, the following:

i. His or her unit and all interior surfaces within his unit, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes, but is not limited to, the following where applicable: air conditioning and heating unit, including condenser and all appurtenances thereto, wherever situated, and refrigerator, stove, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior of exterior doors shall be a common expense of the condominium; all outside windows, screens, and sliding doors; and pay for all his utilities. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit. Each unit owner shall maintain, care for and preserve portions of the limited common elements.

ii. All exterior air conditioning or heat pump machinery serving a unit, all exterior lights controlled by an interior switch, all exterior doorknobs, and water spigots, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portion of a unit; and all such facilities contained within a unit that serve part or parts of the condominium unit within which contained.

(c) Each unit owner separately agrees and covenants as follows:

i. Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on his unit.

ii. To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association. Unit owners may use such contractors or subcontractors as are approved by the Association and said parties shall comply with all rules and regulations adopted by the Executive Board. The unit owner shall be liable for all damages to another unit, the common elements or the condominium property, caused by the unit owner's contractor, subcontractor, or employee, whether said damages are caused by negligence, accident or otherwise.

iii. To display no sign, advertisement or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Executive Board or permitted by the By-laws.

iv. To refrain from painting or otherwise decorating or changing the appearance of any portion of the exterior of the building. The Executive Board shall determine the exterior color scheme of the building and all exteriors and shall be responsible for the maintenance thereof. Screens may be installed or removed from time to time in the sole discretion of the Association.

(d) The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. Where a portion of the condominium is subject to a mutual access drive easement, the cost of maintaining said easement area shall be a common expense and borne by the Association.

(e) There shall be no alterations or additions to the common elements of this condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this condominium for common expenses except as authorized by the Executive Board. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforesaid, are exclusively, or substantially exclusively, for the benefit of a unit owner or owners requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively, or substantially exclusively, benefiting, and the assessment shall be levied in such proportion as may be deemed fair and equitable by the Executive Board. Where such alterations or additions exclusively, or substantially exclusively, benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Executive Board.

A unit owner shall not make or cause to be made any structural addition or alteration of his unit, or to the limited common elements, or common elements. Alterations within a unit may be made with the prior written consent of the Executive Board and any first mortgagee holding a mortgage on said unit.

(f) The Executive Board may enter into a contract with any firm, person or corporation, or may join with other condominium associations in contracting for the maintenance and repair of the condominium property and other type properties, and may contract for or may join with other condominium association., in contracting for the management of the condominium property and other type properties, and may delegate to the contractor or manager, all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-laws or the Uniform Condominium Act, to have the approval of the Executive Board.

(g) The Executive Board, or the agents or employees of the Association shall, at all reasonable times, have access to all parts of the common elements. The unit owner shall allow the Executive Board, or the agents or employees of the Association, to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-laws of the Association.

27. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachment on parts of the common elements or limited common elements or condominium units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

28. All aspects of vehicular parking for the owners and guests of condominium units shall be controlled by the Executive Board. Although areas for vehicular parking shall be reasonably provided for each condominium unit, parking shall not, initially, be assigned by space; however, parking may be assigned by designated lots or areas. The Executive Board may, from time to, assign parking spaces and make such other rules to insure that unit owners, in the first instance, and guests of unit owners, in the second instance, shall have ready access to vehicular parking within a reasonable distance of their respective unit. The repair of motor vehicles, the storage of motor vehicles, junk, antique or otherwise, or the parking of recreational motor vehicles on condominium property shall not be permitted under any circumstances.

29. All aspects of the operation and use of the clubhouse shall be controlled by the Executive Board. Any charges for the use of the clubhouse shall be set by the Executive Board.

30. All aspects of the operation and use of the swimming pools shall be controlled by the Executive Board.

31. The buildings located in the Condominium contain basements. The basements shall be limited common elements. The use of the basements shall be limited to use by the residents of the units located within the respective buildings. All aspects of the use of the basements shall be controlled by the Executive Board.

32. Located in the basement level of each of the residential buildings comprising the condominium development are storage facilities. The storage facilities shall be deemed to be limited common elements. Each unit owner shall be assigned a storage facility. The unit owner shall be responsible for the security of their respective storage facility. The storage facilities shall be used for residential storage purposes only, kept clear of debris. In no event shall the storage facilities be used for the storage of flammable or toxic materials, liquids or any other items that present a danger or threat of danger of fire or similar harm. The Executive Board or its authorized representative shall have the right to reasonably inspect the storage facilities to insure that the storage facilities are free of debris and that no danger or threat of danger exists within the storage facilities; however, the Executive Board shall have no obligation to inspect, the burden of safe maintenance being borne by the respective unit owners. If the Executive Board shall deem an individual inspection or blanket inspection in the best interest of the condominium development, the inspection or blanket inspection shall be made upon reasonable notice to the unit owner(s) (unless an emergency situation shall arise) and shall be conducted in the presence of the unit owner (unless the unit owner shall waive the right to be present in writing or an emergency situation shall arise). Inspections shall be made without liability on the part of the Association, the Executive Board or their authorized representatives.

33. All provisions of this Declaration exhibits attached hereto, and amendments thereof shall be construed as covenants running with the land and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, personal representatives, successors and assigns, shall be bound to the provisions of said Declaration and exhibits annexed hereto and any amendments thereof.

34. If any of the provisions of this Declaration, or of the By-laws, the Articles of Incorporation of the Association, or of the Uniform Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-laws and Articles of Incorporation, or the Uniform Condominium Act, and of the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

35. Pursuant to Section 448.1-104 of the Uniform Condominium Act, the Unit owners, the Association and the Executive Board do hereby irrevocably make, constitute and appoint the Declarant their true and lawful attorney-in-fact in their name, place, and stead, and on their behalf, and for their use and benefit to exercise all powers granted herein; provided, however, said irrevocable power of attorney shall be effective only during the period of Declarant Control as described hereinabove and in no event shall be utilized to evade the limitations or prohibitions of Sections 448.1-101 to Section 448.4-120 of the Uniform Condominium Act.

36. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the condominium development, unless the unit owner has, by written notice,

duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered personally or by mail to the Secretary of the Association at the Secretary's residence or in case of the Secretary's absence, then, the President of the Association at the President's residence, and in the President's absence, any member of the Executive Board. Notices to the Declarant shall be delivered personally to 220 North Eighth Street, Columbia, Missouri 65201. All such notices (except those required to be personally delivered) shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration.

37. The remedies for violations of these Declarations which are provided herein which are provided for in the Uniform Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a court action to bring about compliance with the law, this Declaration and exhibits attached to this Declaration, upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for any reasonable attorney's fees incurred by it in bringing such action, as determined by the court.

38. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium development.

**FIRST AMENDED
DECLARATION OF CONDOMINIUM
OF
CHATEAU CONDOMINIUMS**

Introduction and Purpose

This First Amended Declaration of Condominium of Chateau Condominiums made on October, 1987, by Chateau Real Estate Corporation, a Missouri Corporation, herein referred to as "Declarant," for itself, its successors, grantees and assigns.

The Declarant, pursuant to Chapter 448, The Revised Statutes of Missouri, Condominium Act, as amended, hereinafter referred to as the "Uniform Condominium Act," and the Declaration of Condominium Chateau Condominiums, dated April 30, 1987, as recorded in Book 628, Page 190 of the Boone County, Missouri, Records, makes the following declaration:

A. PURPOSE. The purpose of this First Amended Declaration is to combine Unit 2710-A-1 West Rollins, Columbia, Missouri, and Unit 2710-A-2 West Rollins, Columbia, Missouri, into 1 unit known as Unit 2710-A-A-1 West Rollins, Columbia, Missouri is described on Exhibit A, the "Amended Plat As To Unit 2710-A-A-1 West Rollins, Columbia, Missouri," attached hereto and by this reference made a part hereto.

B. All terms and provisions of the Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri, on May 6, 1987, in Book 628, Page 190, shall remain in full force and effect except for the following specific amendments and modifications:

1. Paragraph 1 is hereby amended and modified to read as follows:

The purpose of this declaration is to submit the lands described in the Declaration and the improvements thereon to the condominium form of ownership and use as a conversion project in the manner provided by Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act, hereinafter referred to as the "Uniform Condominium Act." The improvements on the lands presently consist of 109 residential units in 10 buildings, a clubhouse and 2 swimming pools and related properties. The Declarant shall comply with all Federal and State Laws regarding conversion projects, particularly, 15 United States Code Section 3601 et seq., and the Uniform Condominium Act.

2. Paragraph 39 is hereby added and shall read as follows:

Unit 2710-A-1 West Rollins, Columbia, Missouri, and Unit 2710-A-2 West Rollins, Columbia, Missouri, are hereby combined into 1 unit known as Unit 2710-A-A-1 West Rollins, Columbia, Missouri. For all intents and purposes, Unit 2710-A-A-1 West Rollins, Columbia, Missouri, shall be deemed to be a single unit; for example, Unit 2710-A-A-1 West Rollins, Columbia, Missouri, shall be entitled to 1 vote on all condominium matters.

To the extent that any of the above provisions of this First Amended Declaration shall (or shall arguably) deviate from, or be contrary to, the provisions of the Uniform Condominium Act, such deviation is expressly consented to, and is hereby waived by the Declarant and all successors in interest of the Declarant, and all Unit Owners. Each Unit Owner, upon acquiring a Unit by deed or other conveyance, and each mortgagee of a Unit or holder of a deed of trust upon a Unit, and each person, company or other entity acquiring any interest in a Unit, and all future owners or Units shall be deemed to have consented to such deviations, and to have waived such deviations, and all rights to complain of such deviations by accepting the deed, conveyance, deed of trust or ownership interest.

**SECOND AMENDED DECLARATION OF CONDOMINIUM
OF CHATEAU CONDOMINIUMS
AND
DECLARATION OF CONDOMINIUM OF CHATEAU WEST
CONDOMINIUMS**

Introduction

This Second Amended Declaration Of Condominium Of Chateau Condominiums and Declaration of Condominium of Chateau West Condominiums, hereinafter called "these Declarations" is made on November 30, 1990 by Chateau Real Estate Corporation, a Missouri Corporation, the "Declarant," for itself, its successors, grantees and assigns.

The Declarant, pursuant to Chapter 448, The Revised Statutes of Missouri, as amended, the "Uniform Condominium Act," the Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in Book 628, Page 190 of the Boone County, Missouri, Records, and the First Amended Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in Book 628, Page 90, of the Boone County, Missouri, Records, makes the following declarations:

A. Purpose. The purpose of this Declaration is to deal with two issues, namely, the "Carport Facility Matter," and the "Condominium Division Matter," each being more particularly described as follows:

1. The "Carport Facility Matter": to permit the construction by Declarant of a carport facility on the real estate located in the northeast portion of the designated parking lot between Building 802 and Building 804 and to permit the sale and conveyance of the bays located within the carport to present and future owners of property in the condominium development as limited common elements.

2. The "Condominium Division Matter": to divide Chateau Condominiums into 2 separate condominiums: the first condominium being called "Chateau Condominiums", described on Exhibit A, attached to these Declarations and by this reference made a part of these Declarations; and, the second condominium being called "Chateau West Condominiums," described on Exhibit B, attached to these Declarations and by this reference made a part of these Declarations, thereby permitting Chateau Condominiums and Chateau West Condominiums to be operated as separate and distinct condominium entities but under near-identical declarations.

B. Carport Facility Matter. With regard to the Carport Facility Matter, all terms and provisions of the Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri, on May 6, 1987, in Book 628, Page 190, and the First Amended Declaration of Condominium of Chateau Condominiums, dated April, 30, 1990,

recorded in Book 628, Page 90, of the Boone County, Missouri, Records, shall remain in full force and effect except for the following specific amendments and modifications:

1. Paragraph 1 is hereby amended and modified to read as follows:

The purpose of the Declaration is to submit the lands described in this Declaration and the improvements thereon to the condominium form at ownership and use as a conversion property in the manner provided by Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act, hereinafter referred to as the "Uniform Condominium Act." The improvements on the lands presently consist of 54 residential units in 6 buildings, a clubhouse, a carport facility, 1 swimming pool and related properties. The Declarant shall comply with all Federal and State Laws regarding conversion projects, particularly, 15 United States Code Section 3601 et seq., and the Uniform Condominium Act.

2. Paragraph 40 is hereby added and shall read as follows:

40. Declarant shall have the right and authority to construct a carport facility on the real estate located in the northeast portion of the designated parking lot located between Building 802 and Building 804 and to permit the sale and conveyance of the bays, located within the carport to present and future owners of property in the condominium development as limited common elements upon such terms and conditions as Declarant shall deem reasonable.

C. Condominium Division Matter. With regard to the Condominium Division Matter, the Declarant hereby divides Chateau Condominiums into 2 separate condominiums (that is, procedurally, withdraws the real estate and improvements described on Exhibit B from the Declaration of Condominium of Chateau Condominiums and its duly recorded amendments (as provided in said Declaration and amendments) and simultaneously re-submits the real estate and improvements described on Exhibit B to the condominium form of ownership and use under the name "Chateau West Condominiums," all in the manner provided by Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act, and in accordance with all terms and provisions of the Declaration of Condominium of Chateau Condominiums which are hereby adopted and incorporated herein by this reference, except for the following specific amendments and modifications:

1. the improvements on the lands consist of 54 residential units in 4 buildings and 1 swimming pool and related properties and,
2. all references to "Chateau Condominiums," and "Chateau Condominiums Association, Inc.," shall be changed to "Chateau West Condominiums" and "Chateau Condominiums West Association, Inc.," respectively; and,

3. all references to the date December 31, 1997, shall be changed to December 31, 2007; and,

4. the Articles of Incorporation of Chateau West Condominiums Association, Inc., and the By-laws of said corporation are attached to these Declarations, marked Exhibit C and Exhibit D, respectively, and by this reference made a part of these Declarations,

D. Compliance With Law. To the extent that any of the above provisions of these Declarations shall (or shall arguably) deviate from, or be contrary to, the provisions of the State or Federal Law, such deviation is expressly consented to, and is hereby waived by the Declarant, and all successors in interest of the Declarant, and all Unit Owners. Each Unit Owner, upon acquiring a Unit, by deed or other conveyance, and each mortgagee of a Unit or holder of a deed of trust upon a Unit, and each person, company or other entity acquiring any interest in a Unit, and all future owners of Units shall be deemed to have consented to such deviations, and to have waived such deviations, and all rights to complain of such deviations by accepting the deed, conveyance, deed at trust or ownership interest.

E. Effectiveness. The matters contained in these Declarations shall not be effective until all of the present owners of Chateau Condominiums have indicated their consent by the signing, acknowledgment and recording of a document referencing their consent to the matters contained in these Declarations.

As Evidence of these Declarations, the President and Secretary, respectively, of Chateau Real Estate Corporation, have signed these Declarations on November 30, 1990.

**THIRD AMENDED DECLARATION OF CONDOMINIUM
OF CHATEAU CONDOMINIUMS AND FIRST CORRECTED DECLARATION
OF CONDOMINIUM OF CHATEAU WEST CONDOMINIUMS**

Introduction

This Third Amended Declaration of Condominium of Chateau Condominium and First Corrected Declaration of Condominium made on April 6, 1992, by Chateau Real Estate Corporation, a Missouri Corporation, the "Declarant," for itself, its successors, grantees and assigns.

The Declarant, pursuant to Chapter 448, The Revised Statutes of Missouri, as amended, the "Uniform Condominium Act," the Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in book 628, Page 190, of the Boone County, Missouri, Records; the First Amended Declaration of Condominiums of Chateau Condominiums, dated October 1, 1987, as recorded in Book 649, Page 851, of the Boone County, Missouri, Records, and the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominium, dated November 30, 1990, as recorded in Book 804, Page 973, of the Boone County, Missouri, Records, makes the following declarations:

A. Purposes. There are two purposes for this Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West Condominiums. The first purpose is to correct the second paragraph of the document entitled, "Second Amended Declaration of Condominium of Chateau West Condominiums," recorded in Book 804, Page 973, of the Records of Boone County, Missouri, in which there is an erroneous reference to the recording citation of the First Amended Declaration of Condominium of Chateau Condominium. The second purpose is to expand Units "2710, B-18 West Rollins," "2710, C-19 West Rollins," and "2710, D-20 west Rollins," of Chateau Condominiums and in the expansion process rename the Units "2710, B-B-18 West Rollins," "2710, C-C-19 West Rollins," and "2710 D-D-20 West Rollins," respectively.

B. All terms and provisions of the Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri on May 6, 1987, in Book 628, Page 190; the First Amended Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri on October 1, 1987, in Book 649, Page 851; the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri on December 31, 1990, in Book 804, Page 973, shall remain in full force and effect, except for the following specific amendments and modifications:

1. The second paragraph of the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominiums shall be corrected to read as follows (the corrected portions being underlined):

“The Declarant, pursuant to Chapter 448, The Revised Statutes of Missouri, as amended, the “Uniform Condominium Act,” the Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in Book 628, Page 190 of the Boone County, Missouri, Records, and the First Amended Declaration of Condominium of Chateau Condominiums, dated October 1, 1987, as recorded in Book 649, page 851, of the Boone County, Missouri, Records, makes the following declarations:”

2. Units “2710, B-18 West Rollins,” “2710, C-19 West Rollins,” and “2710, D-20 west Rollins,” of Chateau Condominiums shall hereby be expanded as reflected on the Plat attached hereto and entitled, “Amended Plat As To Units 2710, B-B-18, C-C-19, D-D-20 West Rollins, and renamed “2710, B-B-18 West Rollins,” “2710, C-C-19 West Rollins,” and “2710 D-D-20 West Rollins,” respectively.

To the extent that any of the above provisions of the Third Amended Declaration of Condominium of Chateau Condominium and First Corrected Declaration of Condominium of Chateau West Condominiums shall (or shall arguably) deviate from, or be contrary to, the provisions of the Uniform Condominium Act, such deviation is expressly consented to, and is hereby waived by the Declarant, and all Unit Owners. Each Unit Owner, upon acquiring a Unit by deed or other conveyance, and each mortgagee of a Unit of holder of a deed of trust upon a Unit, and all future owners of Units shall be deemed to have consented to such deviations, and to have waived such deviations, and all rights to complain of such deviations by accepting the deed, conveyance, deed of trust or ownership interest.

As evidence of this Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West Condominiums, the President and Secretary, respectively, of Chateau Real Estate Corporation have signed this Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West Condominiums on April 6, 1992.

**FOURTH AMENDED DECLARATION OF CONDOMINIUM
OF CHATEAU CONDOMINIUM**

Introduction

This Fourth Amended Declaration of Condominium of Chateau Condominiums made on October 21st, 1993, by Chateau Real Estate Corporation, a Missouri Corporation, the "Declarant", for itself, its successors, grantees and assigns.

The Declarant, pursuant to Chapter 448, The Revised Statutes of Missouri, as amended, the "Uniform Condominium Act," the Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in book 628, Page 190, of the Boone County, Missouri, Records; the First Amended Declaration of Condominiums of Chateau Condominiums, dated October 1, 1987, as recorded in Book 649, Page 851, of the Boone County, Missouri, Records, and the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominium, dated November 30, 1990, as recorded in Book 804, Page 973, of the Boone County, Missouri, Records, and the Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West, dated April 6, 1992, as recorded in Book 886, Page 844, of the Boone County, Missouri, Records, makes the following declaration:

A. Purpose. The purpose of this Fourth Amendment Declaration of Condominium of Chateau Condominiums is to join Units "802 A1 South Fairview" and "802 A2 South Fairview" into one (1) unit called "802 A3 South Fairview and 802 A4 South Fairview" and to join Units "802 A3 South Fairview" and "802 A4 South Fairview" into one unit called "802 A1 South Fairview and 802 A2 South Fairview."

B. All terms and provisions of the Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri, on May 6, 1987, in Book 628, Page 190; the First Amended Declaration of Condominiums of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri, dated October 1, 1987, in Book 649, Page 851; the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominium filed in the Office of the Recorder of Deeds of Boone County, Missouri, on December 31, 1990, in Book 804, Page 973; and the Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West filed in the Office of the Recorder of Deeds of Boone County, Missouri, on April 6, 1992, in Book 886, Page 844, shall remain in full force and effect, except for the following specific amendments and modifications:

Units "802 A1 South Fairview" and "802 A2 South Fairview" shall be joined into one (1) unit called "802 A3 South Fairview and 802 A4 South Fairview" and Units "802 A3 South Fairview" and "802 A4 South Fairview" of Chateau Condominiums shall be joined into one unit called "802 A1 South Fairview and 802 A2 South Fairview," as reflected on the two-page, untitled Plat attached hereto.

To the content that any of the above provisions of this Fourth Amendment Declaration of Condominium of Chateau Condominiums shall (or shall arguably)

deviate from, or be contrary to, the provisions of the Uniform Condominium Act, such deviation is expressly consented to, and is hereby waived by the Declarant, and all successors in interest of the Declarant, and all Unit Owners. Each Unit Owner, upon acquiring a Unit by deed or other conveyance, and each mortgagee of a Unit of holder of a deed of trust upon a Unit, and each person, company, or any other entity acquiring any interest in a Unit, and all future owners of Units shall be deemed to have consented to such deviations, and to have waived such deviations, and all rights to complain of such deviations by accepting the deed, conveyance, deed of trust or ownership interest.

As evidence of this Fourth Amended Declaration of Condominium of Chateau Condominiums, the President and Secretary, respectively, of Chateau Real Estate Corporation have signed this Fourth Amended Declaration of Condominium of Chateau Condominiums on October 21, 1993.

**FIFTH AMENDED DECLARATION OF CONDOMINIUM
OF CHATEAU CONDOMINIUMS**

This FIFTH Amended Declaration Of Condominium made on January 17th, 1995, by Chateau Real Estate Corporation, a Missouri Corporation, the “Declarant”, for itself, its successors, grantees and assigns.

The Declarant pursuant to Chapter 448, The Revised Statutes of Missouri, as amended, the “Uniform Condominium Act,” the Declaration of Condominium of Chateau Condominiums, dated April 30, 1987, as recorded in Book 628, Page 190, of the Boone County, Missouri, Records; the First Amended Declaration of Condominium of Chateau Condominiums, dated October 1, 1987, as recorded in Book 649, Page 851, of the Boone County, Missouri, Records; the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Chateau West Condominiums, dated November 30, 1990, as recorded in Book 804, Page 973, of the Boone County, Missouri, Records; the Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West Condominiums, dated April 6, 1992, as recorded in Book 886, Page 844, of the Boone County, Missouri, Records; and the Fourth Amended Declaration of Condominium of Chateau Condominiums, dated October 28, 1993, as recorded in Book 1031, Page 85, of the Boone County, Missouri, Records, makes the following declarations:

A. Purposes. The purpose of this Fifth Amended Declaration of Condominium of Chateau Condominiums is to expand Unit “2710 West Rollins 17A” to include a portion of the Limited Common Element area, as shown on plat attached to this Fifth Amended Declaration of Condominium of Chateau Condominiums and in expansion process rename the Unit “2710 West Rollins A17A.”

B. All terms and provisions of the Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri on May 8, 1987, in Book 628, Page 190; the First Amended Declaration of Condominium filed in the Office of the Recorder of Deeds of Boone County, Missouri, on October 1, 1987, in Book 649, Page 851; the Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Chateau West Condominiums filed on the Office of the Recorder of Deeds of Boone County, Missouri, on December 31, 1990, in Book 804, Page 973, the Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominium of Chateau West Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri on April 8, 1992, and the Fourth Amended Declaration of Condominium of Chateau Condominiums filed in the Office of the Recorder of Deeds of Boone County, Missouri, dated October 28, 1993, except for the following specific amendment and modification:

Unit “2710 West Rollins 17A” shall hereby be expanded as reflected on the Plat attached hereto and entitled, “Amended Plat As To Unit 2710 West Rollins A17A”, and renamed “2710 West Rollins A17A.”

To the extent that any of the above provisions of this Fifth Amended Declaration Of Condominium of Chateau Condominiums shall (or shall arguably) deviate from, or be contrary to, the provisions of the Uniform Condominium Act, such deviation is expressly consented to, and is hereby waived by the Declarant, and all successors in interest of the

Declarant, and all Unit Owners. Each Unit Owner, upon acquiring any interest in a Unit by deed or other conveyance, and each mortgagee of a Unit or holder of a deed of trust upon a Unit, and each person, company or other entity acquiring any interest in a Unit, and all future owners of Units shall be deemed to have consented to such deviations, and to have waived such deviations, and all rights to complain of such deviations by accepting the deed, conveyance, deed of trust or ownership interest.

As evidence of this Fifth Amended Declaration Of Condominium of Chateau Condominiums, the President and Secretary, respectively, of Chateau Real Estate Corporation, have signed this Fifth Amended Declaration of Condominium of Chateau Condominiums on July 17, 1995.

**SIXTH AMENDED
DECLARATION OF CONDOMINIUM
OF
CHATEAU CONDOMINIUMS**
A Condominium Development under
the laws of the State of Missouri

THIS SIXTH AMENDED DECLARATION OF CONDOMINIUM OF CHATEAU CONDOMINIUMS made on this 12th day of January, 2005, by CHATEAU CONDOMINIUMS ASSOCIATION, INC. [Address: 802 B-6 Fairview Road, Columbia, Missouri, 65203] a Missouri nonprofit corporation organized under Section 448.3-101 (hereinafter "Association").

WITNESSETH:

WHEREAS, Chateau Real Estate Corporation, a Missouri Corporation (the "Declarant") executed and recorded a Declaration of Condominium of Chateau Condominiums, a Condominium Development under the laws of the State of Missouri, as Document Number 6858 in Book 628 at Page 190, in the Office of the Recorder of Deeds for Boone County, Missouri, subjecting certain real property described therein to the Uniform Condominium Act of the State of Missouri; a First Amended Declaration of Condominium of Chateau Condominiums, dated October 1, 1987, and recorded on October 1, 1987, as document number 15662 recorded in Book 649 at Page 851, in the office of the Recorder of Deeds for Boone County, Missouri; a Second Amended Declaration of Condominium of Chateau Condominiums and Declaration of Condominium of Chateau West Condominiums, dated November 30, 1990, and recorded on December 31, 1990, as document number 19397, in Book 804 at Page 973, in the office of the Recorder of Deeds for Boone County, Missouri; a Third Amended Declaration of Condominium of Chateau Condominiums and First Corrected Declaration of Condominiums of Chateau West Condominiums, dated April 6, 1992, and recorded on April 8, 1992, as document number 77301, Legal Description on Exhibit A, in Book 886 at Page 844, in the office of the Recorder of Deeds for Boone County, Missouri; a Fourth Amended Declaration of Condominium of Chateau Condominiums, dated October 21, 1993, and recorded on October 28, 1993, as document number 25864, in Book 1031 at Page 85, in the office of the Recorder of Deeds for Boone County, Missouri; and a Fifth Amended Declaration of Condominium of Chateau Condominiums, dated January 17, 1995, and recorded on January 23, 1995, as document number 1045, in Book I 131 at Page 418, in the office of the Recorder of Deeds for Boone County, Missouri (hereinafter collectively referred to as the "Declaration"). The legal description of the above described real property of Chateau Condominiums is attached hereto and incorporated herein by reference for all purposes as Exhibit A; and

WHEREAS, paragraph 13 of the Declaration places restrictions on alienation of the Condominium units; and

WHEREAS, the purpose of this amendment is to increase the ratio of owner occupancy of the Condominium units; and

WHEREAS, the Association has determined that a higher ratio of owner occupancy will increase the value of the Units within the Condominium since owner-

occupied units are typically better cared for than units which are leased to persons who have no ownership interest in the units, which transcends to the use of the other areas of the condominium complex, that is, as the percentage of non-owner-occupied units increases in a condominium complex, the value of the condominium complex as a whole and the value of each condominium unit tends to decrease; and

WHEREAS, the Association has determined that increasing the ratio of owner-occupancy in the Condominium will increase the quality of life of those individuals who choose to make the Condominium their permanent residence; and

WHEREAS, the Association has determined that maintaining a maximum allowable percentage of leased units is necessary to meet the requirements of most lender guidelines to obtain condominium financing in general, and to receive condominium financing upon more favorable term and conditions; and

WHEREAS, paragraph 21 of the Declaration provides that the Declaration may be amended as provided in Section 448.2-117 of the Uniform Condominium Act;

WHEREAS, Section 448.2-117 of the Uniform Condominium Act provides that a condominium declaration may be amended by the vote of two-thirds (2/3) of its members; and

WHEREAS, paragraph 4 of the Declaration defines "Voting Member" as that person designated by the Unit Owners of a Unit who shall have the authority to cast one (1) vote of said Unit on all issues presented for vote at meetings of the Association; and

WHEREAS, in accordance with paragraph 33 of the Declaration, this amendment to the Declaration shall be construed as covenants running with the land and every Unit Owner and occupant (current and future) and his/her/its heirs, personal representatives, successors, and assigns, shall be bound by this amendment.

The foregoing WHEREAS paragraphs are substantive binding provisions of this amendment.

NOW, THEREFORE, in consideration of the above, and upon a vote 74% of the Voting Members, the Declaration is hereby amended as follows:

1. Amendment of Paragraph 4 of the Declaration: Paragraph 4 of the Declaration is hereby amended as follows:

(a) The term "**Unit Owner**" shall be wholly deleted and replaced with the following:

"**Unit Owner**" means the person who owns the Unit, and does not include a person having an interest in a Unit solely as security for an obligation.

(b) The term "**Lease/Leased**" is hereby added as follows:

"**Lease/Leased**" means the use of a Unit by a person other than the Unit Owner (and the Unit Owner does not use the Unit as the Unit Owner's primary residence) regardless of whether the Unit Owner received consideration for said use. For example, but not by way of limitation,

“Lease” includes (1) use of a Unit by a person unrelated to the Unit Owner pursuant to a lease agreement which contains a rental amount, and (2) use of a Unit by a family member of the Unit Owner (e.g., the Unit Owner’s child) not pursuant to a lease agreement and not for a rental amount. In other words, if any person other than the Unit Owner occupies the Unit, that Unit is deemed to be “Leased” for purposes of this Declaration.

(c) The term **“Affiliate of a Unit Owner/Unit Owner Affiliate”** is hereby added as follows:

“Affiliate of a Unit Owner/Unit Owner Affiliate” means any family member of the Unit Owner and any related entity of the Unit Owner, including but not limited to, any other entity of which (a) the Unit Owner, or (b) another related entity of the Unit Owner, or (c) the Unit Owner’s family members, or (d) any members, partners, shareholders, or trustees of the Unit Owner or related entity of the Unit Owner is a member, partner, shareholder, or trustee; and/or any person who controls, is controlled by, or is under common control with the Unit Owner. A person “controls” a Unit Owner if the person (a) is a partner, member, shareholder, owner, officer, director, employer, trustee, or grantor of the Unit Owner, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interest in the Unit Owner, or owns membership or partnership interests representing more than twenty percent of the total membership or partnership interests in a company, (c) controls in any manner the election of a majority of the directors, members, or managers of the Unit Owner, or (d) has contributed more than twenty percent of the capital of the Unit Owner. A person “is controlled by” a Unit Owner if the Unit Owner is (a) an officer, director, employer, trustee, or grantor of the person, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the person, or owns membership or partnership interests representing more than twenty percent of the total membership or partnership interests in the person, (c) controls in any manner the election of a majority of the directors, members, or managers of the person, or (d) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this subdivision are held solely as security for an obligation and are not exercised.”

(d) All other terms and provisions of paragraph 4 of the Declaration unchanged by this Section 1 of this amendment shall remain in full force and effect, and are hereby ratified and affirmed as though fully set forth herein.

2. Amendment to Paragraph 13 of the Declaration: Paragraph 13 of the Declaration is wholly deleted and replaced with the following:

“13. Pursuant to Section 448.2-105(12) of the Uniform Condominium Act, the following restrictions shall be applicable to the condominium:

(a) No more than twenty4lve percent (25%) of existing Units within the Condominium may be Leased at any one point in time (“the maximum percentage of Leased Units requirement”). All other Units must be occupied by the Unit Owner.

(b) Only one (1) Unit shall be Leased at any one point in time by a Unit Owner and said Unit Owner’s Affiliates, collectively. In other words, if a Unit Owner and Affiliates of a Unit Owner own more than one (1) Unit at one point in time, only one (1) of said Units may be Leased. Provided, however, that the Association, in its sole discretion, may suspend application of this prohibition in instances where the Association determines that the Unit Owner and the Unit Owner’s Affiliate are in fact separate and distinct persons and are not in fact affiliated or controlled for purposes of this amendment. The Association may promulgate rules with regards to criteria to be used in evaluating exemption from this prohibition.

(c) For a period of seven (7) years from the date of this amendment (from January 12, 2005 until January 12 , 2011), the provisions of this amendment shall not be enforced against Unit Owners whose Units are actively Leased on the date of this amendment (on January 12, 2005).

(d) At the expiration of said seven (7) year period (on and after January 12, 2011), the provisions of subparagraph (1) above shall be enforced. In the event of a violation of the provisions of subparagraph (b) above at the expiration of the seven (7) year period, the Unit Owner and the Affiliates of the Unit Owner must determine which one (1) Unit will continue to be Leased and which Unit(s) must cease being Leased. In addition, said Unit Owners shall be subject to the penalties for violation provided herein. The Association may promulgate any and all rules the Association deems necessary to effectuate this provision and in furtherance of this provision.

(e) Al the expiration of said seven (7) year period (on or after January 12, 2011) and after the enforcement of the provisions of subparagraph (b) above, if more than twenty4ive percent (25%) of the existing Units within the Condominium are Leased, at the first meeting of the Association held after January 12, 2011, the Association shall determine the Units which are then Leased and the number of Units which must cease being Leased in order to comply with the maximum percentage of Leased Units requirement. At said meeting, the Association shall conduct a lottery whereby all Leased Units are placed into a pool from which Units, totaling in number the requisite number of Units which must cease being Leased in order to comply with the maximum percentage of Leased Units requirement, will be randomly chosen by the Association as those Units, which must cease being Leased. The Association may promulgate any and all rules the % Association deems necessary to effectuate the lottery and in furtherance of this provision so long as said rules do not eliminate the quality of randomness from the selection process. The Association may also promulgate rules with regard to any other feature of the maximum percentage of Leased Units requirement, including but not limited to,

waiting list procedures for Unit Owners desiring to Lease their Unit. Those Units selected in the lottery as those Units which must cease being held for Lease in order to comply with the maximum percentage of Leased Units requirement will have a period of two (2) years from the date the Unit Owner is notified in writing by the Association of the lottery outcome in which to stop leasing said Unit. In the event said Unit Owner does not stop Leasing said Unit within said two (2) year time period, said Unit Owner shall be subject to the penalties for violation provided herein.

(f) Unit Owners whose Units are not actively Leased as of the date of this amendment (January 12, 2005) shall not Lease their Units from and after the date of this amendment unless and until such Lease would be in compliance with the maximum percentage of Leased Units requirement as determined by the Association or unless otherwise approved by the Association. In the event a Unit Owner fails to comply with this provision, said Unit Owner shall be subject to the penalties for violation provided herein.

(g) Units purchased after the date of this amendment (January 12, 2005) shall not be Leased unless and until such Lease would be in compliance with the maximum percentage of Leased Units requirement as determined by the Association or unless otherwise approved by the Association. In the event a Unit Owner fails to comply with this provision, said Unit Owner shall be subject to the penalties for violation provided herein.

(h) In the event of a violation of the provisions of this paragraph 13, the Association may seek injunctive relief or any other court action necessary to bring about compliance with the provisions of this paragraph 13 and shall be entitled to recover the Association's costs and expenses, including attorney's fees, expended as a result of the Unit Owner's violation of these provisions, regardless of whether judgment was entered by a court, as well as any and all other remedies and relief available wider the law. The Association may promulgate any and all rules the Association deems necessary to effectuate this provision and in furtherance of this provision, including but not limited to, adopting fines and penalties for violation.

(i) The Association may suspend its application of the provisions of this paragraph 13 in cases of hardship, as determined within the sole discretion of the Association. The Association may promulgate rules with regard to criteria to be used in evaluating hardship.

(j) In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an owner other than the Declarant shall be subject to the following provisions as long as the condominium exists and the buildings, in useful condition, exist upon the land, which provisions each owner of a Unit covenants to observe. The purpose of these notice provisions is to attempt to insure that adjoining Unit Owners are made aware of an intent to sell the Unit comprising a part of the separate condominium building in which said owner's Unit is located such that there will be an opportunity

to compete for the purchase of same with other potential buyers thereof. Accordingly, all Unit Owners will, before placing a Unit on the market for sale, deliver written notice to the Association, advising the Association of the proposed terms of sale. Thereafter, the Association shall take such action as it shall deem appropriate to carry out the intent of this Paragraph. Provided, however, nothing herein contained shall (1) require the delivery of said notice to the Association; or (2) require a particular action on behalf of the Association after receiving said notice, if any; or (3) adversely impact or cloud title to the marketability of said Unit.”

3. All Other Terms and Provisions: All other terms and provisions of the Declaration unchanged by this amendment shall remain in full force and effect, and are hereby ratified and affirmed as though fully set forth herein. The Declaration, as amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Sixth Amended Declaration to be executed on the day and year first written above.

HONORABLE ROY D. BLUNT
SECRETARI OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

We, the undersigned,

<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Gordon Burnam	7817 N. Chesley Drive	Columbia	Missouri 65201
Michael G. Burnam	1020 Bourn	Columbia	Missouri 65201
Thomas R. Gray	416 Lathrop Rd.	Columbia	Missouri 65201

being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General-Not-For-Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- I. Name. The name of the corporation is CHATEAU CONDOMINIUMS ASSOCIATION, INC.
- II. Duration. The period of duration of the corporation is perpetual.
- III. Registered Office and Agent. The address of its initial Registered Office in the State of Missouri is 7817 N. Chesley Drive, Columbia, Missouri 65201. The name of its initial Registered Agent at said address is Bonnie Burnam.
- IV. First Board. The first Board of Directors (referred to in the Declaration of Condominium of Chateau Condominiums, recorded in the Boone County, Missouri, Records, as the "Executive Board") shall be four (4) in number or such other greater number as shall be determined by the Executive Board and reported to the Secretary of State. They shall serve until the termination of the Declarant Control as provided for in said Declaration of Condominium of Chateau Condominiums.
Their names and addresses are as follows:

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

APR 30 1987

Roy D. Blunt

<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Gordon Burnam	7817 N. Chesley Drive	Columbia	Missouri 65201
Michael G. Burnam	1020 Bourn	Columbia	Missouri 65201

Thomas R. Gray
C. Edwin Vaughan

416 Lathrop Rd.
2910 Bluegrass Court

Columbia Missouri 65201
Columbia Missouri 65201

V. Purposes and Powers. The purpose or purposes for which the Corporation on is organized are:

1. To serve as the operating entity for CHATEAU CONDOMINIUMS, a Condominium formed under and pursuant to the “Declaration of Condominium of Chateau Condominiums,” Recorded in the Records of Boone County, Missouri (hereinafter referred to as the “Declaration”), which such Declaration is incorporated herein by this reference;
2. To have those purposes, and to discharge those functions, provided for the Executive Board of CHATEAU CONDOMINIUMS, and provided for the corporation formed hereby, by the Declaration (this Corporation formed hereby being referred to in such Declaration as the “Association”);
3. To serve as the Association for Unit Owners in CHATEAU CONDOMINIUMS, and to have all rights, privileges, duties, discretions, obligations, and immunities, provided for the Association by the Declaration;
4. To fulfill all duties and obligations to CHATEAU CONDOMINIUMS, and the Owners of all Units located therein, which are imposed by the Declaration, or by law (including Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act) upon the Executive Board of such Association;
5. To act as a “Condominium Owner’s Association” for Unit Owners in that Development known or to be known as CHATEAU CONDOMINIUMS in Boone County, Missouri;
6. To enforce those covenants, restrictions and requirements as to use and occupancy, provided for by the Declaration, and to assess, provide for, and to collect those assessments, provided for by the Declaration, and to discharge those duties, functions, services and responsibilities, provided for by the Declaration;
7. To provide for all maintenance, services, repairs, upkeep and operations and other services and obligations imposed upon the “Executive Board” or this corporation pursuant to the Declaration, or pursuant to Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act and any successor chapters;
8. To establish rules and regulations for the government and administration of CHATEAU CONDOMINIUMS;
9. In no event to carry on or conduct an active business for profit, or to in any manner engage in lobbying or political activities of any kind or nature whatsoever, and in no event to support political activities or political candidates of any kind or nature whatsoever;

10. To have all of the common law and statutory powers of a Missouri corporation which is not for profit, and which are not in conflict with the terms of these Articles of Incorporation or the Declaration;

11. To have all of the powers and duties set forth in Chapter 355 of the Revised Statutes of Missouri, as amended, and to have all of the powers set forth in Chapter 448 of the Revised Statutes of Missouri, as amended, the Uniform Condominium Act, and all powers granted to it by the Declaration;

12. To hold all funds resulting from the collection of assessments from the Unit Owners of Units located within CHATEAU CONDOMINIUMS, and all funds collected by way of assessments paid by the members of this Corporation, and to hold such funds, in trust, for the benefit of the Owners of Units located within CHATEAU CONDOMINIUMS, and the Executive Board of CHATEAU CONDOMINIUMS, and to use such funds in accordance with the Declaration;

13. To levy, assess, collect, use and administer assessments against its members for use by the Corporation in discharging its duties as hereinabove described;

14. To provide facilities for the social and cultural pursuits of the residents of the Development;

15. To encourage and provide facilities for the athletic, recreational, social and cultural pursuits of residents of the Development;

16. To carry on any and all pursuits and activities consistent with the purposes of the Corporation as hereinabove described;

17. To manage, operate and maintain the Common Elements of the Development.

VI. By-laws. The Executive Board of the Corporation shall adopt By-laws, rules and regulations for the government of the Corporation, which may be changed from time to time. The power to make, alter, amend or repeal the By-laws for the regulation and management of the affairs of the Corporation shall be vested in the Executive Board and members of the Corporation as set forth in the By-laws of the Corporation as set forth in the Declaration.

VII. Members and Voting Rights. The voting rights and powers of the members of the Corporation shall be as established by the Declaration.

VIII. Definitions. Unless it is plainly evidenced from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

IX. No Benefit to Private Persons. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

X. Dissolution. If the Corporation shall be voluntarily or involuntarily dissolved pursuant to the laws of the State of Missouri, the assets of the Corporation in the process of dissolution shall be applied and distributed as follows:

1. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provisions shall be made therefor;
2. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;
3. Assets held with a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, trusts, societies or other organizations engaged in charitable, religious, eleemosynary, benevolent, educational or similar activities pursuant to a plan of distribution adopted as provided by the laws of the State of Missouri dealing with not-for-profit corporations;
4. Any remaining assets shall be distributed, in equal shares, to the owners of the units located within the Condominium Development; provided, however, that the Attorney General of the State of Missouri shall be notified of the intention to so distribute such assets, in writing, at least thirty (30) days prior to such distribution.

BY-LAWS
OF
CHATEAU CONDOMINIUMS ASSOCIATION INC.
A Corporation Not-For-Profit Under
The Laws of the State of Missouri

ARTICLE I.

Identity

A. These are the By-laws of CHATEAU CONDOMINIUMS ASSOCIATION, INC., called the “Association”, in these By-laws, a corporation not-for-profit under the laws of the State of Missouri. The Articles of Incorporation were filed in the office of the Secretary of State on. The Association has been organized for the purpose of administering a condominium pursuant to chapter 448 of the Revised Statutes of Missouri, as amended, called the “Uniform Condominium Act” in these By-laws, which Condominium will be known as “CHATEAU CONDOMINIUMS” and will be located in Boone County, Missouri.

B. The office of the Association shall be at 2806 W. Rollins Road, Columbia, Missouri, or at such other place as may be designated by the Executive Board of the Association.

C. The seal of the corporation shall bear the name of the corporation, and the word “Missouri” and the words “corporation not-for-profit,” an impression of which shall be affixed to these By-laws.

D. All words and phrases, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-laws are attached.

ARTICLE II.

Membership

Membership in this Association shall be limited to the owners of the Condominium units in the above mentioned Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall be vested in the transferee.

ARTICLE III.

Meeting of Members of Association
and Voting Provisions

A. The annual members' meeting shall be held at the office of the corporation at 10 a.m. Central Standard Time, on the 1st Saturday of March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday, and provided that the Executive Board may in their discretion choose another date, time and place for the annual meeting so long as the date is set within the month of March, and proper notice is given as hereinafter specified.

B. Special membership meetings shall be held whenever called by any officer of the Executive Board or by any ten (10) members of the Association.

C. Notice of membership meetings stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration of Condominium or By-laws, any budget changes and any proposal to remove a director or officer shall be given by an officer of the Executive Board, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association, hand delivered or sent prepaid, and shall be delivered or mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such delivery or mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws. The joinder of a member in the action of a meeting by signing or concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

E. Voting.

1. In any meeting of members, the owners of units shall be entitled to cast one (1) vote for each unit.

2. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Executive Board. The person so-designated shall be the Voting Member. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and tiled with the Secretary of the Executive Board. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file with the Secretary of the Executive Board for a unit owned by more than one person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually and without establishing the concurrence of the absent person.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary either before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. Order of business at annual members' meetings and as far as practical at other members' meetings shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

ARTICLE IV.

Directors

A. Membership. The affairs of the Association shall be managed by an Executive Board of four (4) Directors or such other greater number as shall be determined by the Executive Board. A majority vote of the Directors shall be the act of the Executive Board.

B. Election of Directors shall be conducted in the following manner:

1. During the period of Declarant Control as described in the Declaration of Condominium of Chateau Condominiums, the Declarant shall have the sole and absolute authority to appoint and to remove the members of the Executive Board.

2. After the end of the period of Declarant Control, the Directors shall be elected by the members of the Association, within ten (10) days after the end of the period of Declarant Control, a special meeting of the Association shall be held. At such meeting, the membership shall elect the Executive Board.

3. In the event of a vacancy on the Executive Board, the vacancy shall be filled by the Executive Board for the remaining unexpired term of the vacating member,

4. After the end of the period of Declarant Control, the Directors may be removed at the pleasure of the Association, The term of the Directors shall be for two (2) years or until the next annual meeting of the members, and, subsequently, until his successor is duly elected and qualified, or until he is removed.

5. The Executive Board shall always be fully constituted. Except as to vacancies created by removal of Directors by members, vacancies in the Executive Board occurring between annual meetings of members shall be filled by the remaining Directors, who shall select the person to fill the vacant seat(s). Otherwise, at the time the members remove a director, the members shall fill the vacancy for the remaining unexpired term of the vacating member.

D. The organization meeting of a newly elected Executive Board shall be held within ten (10) days of their election, at such place and time shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such meeting by the Secretary of the Association.

F. Special meetings of the Executive Board may be called by any member of the Executive Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

H. A quorum at Directors' meetings shall consist of two (2) Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Executive Board, except when approval by a greater number of Directors is required by the Declaration of Condominium, the

Articles of Incorporation or these By-laws.

I. If at any meeting of the Executive Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

L. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Commencing with the organizational meeting of a newly elected Executive Board following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Executive Board, unless excused by resolution of the Executive Board, shall automatically constitute a resignation effective when such resignation is accepted by the Executive Board.

Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Executive Board. No member shall continue to serve on the Executive Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Executive Board.

M. The order of Business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

Powers and Duties of the Executive Board

The Executive Board shall have powers and duties necessary for the administration of the Association, and may do all such acts and things as are directed to be exercised and done by the unit owners. These powers shall specifically include but shall not be limited to the following:

- A. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-laws, and the Uniform Condominium Act, and all powers incidental thereto.
- B. To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association, subject, however, to the right to employ a management company to carry out the purposes hereof.
- C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals, as the need arises.
- D. To make and amend regulations respecting the regulation and use of the common elements, the limited common elements and Condominium property and facilities, and the use and maintenance of the Condominium unit therein, subject to the applicable provisions of the Declaration of Condominium.
- E. To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have the approval of the Executive Board or membership of the Association. To contract for the management and operation of portions of the common elements or facilities susceptible to separate management or operation thereof and to lease or concession such portions subject to the provisions of the Declaration of Condominium.
- F. To further improve the Condominium property. The improvements may extend to real as well as personal property and include the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, subject to the provisions of the Declaration of Condominium and the Articles of Incorporation and the By-laws of this Association. The Executive Board, through its officers, is authorized to enter into an Agreement or execute such documents as are provided for in the Declaration of Condominium.
- G. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Executive Board in the management of the business and affairs of the Association. Such committee shall consist of at least two (2) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Executive Board, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Executive Board, as required. The foregoing powers shall be exercised by the Executive Board or its contractor or employees, subject only to approval by unit owners when such is specifically required.
- H. To provide for the maintenance, repair and replacement of the common elements and payments therefor, including the method of approving payment vouchers.

I. To furnish a statement of account setting forth the amount of any unpaid assessments or other charges due and owing by a unit owner; said statement to be provided within ten (10) days of the written request of the unit owner.

ARTICLE VI.

Officers

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, and a Secretary treasurer, all of which shall be elected annually by the Executive Board and who may be pre-emptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President Shall not also be the Secretary or an Assistant Secretary. The Executive Board from time to time may appoint assistant secretaries and assistant treasurers, and such other officers as the Board deems necessary and may designate their powers and duties as the Board Shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He Shall have all of the powers and duties usually vested in the office of president of an association. He shall sign all written contracts and perform all of the duties incident to his office and which may be delegated to him from time to time by the Executive Board. Further, he shall preside over the meetings of the Executive Board and the unit owners.

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all properties of the Association and he shall perform all of the duties incident to the office of treasurer to include, but not be limited to, the following:

1. He shall have custody of the Association's funds and securities and shall keep complete and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Executive Board. The books shall reflect an account for each unit in the manner required by the Uniform Condominium Act.

2. He shall disburse the funds of the Association as may be ordered by the Executive Board in accordance with these By-laws, making proper vouchers for such disbursements, and shall render to the President and Executive Board, at the regular

meetings of the Executive Board, or whenever they may require, an account of his transactions as Treasurer and of the financial conditions of the Association.

3. He shall collect the assessments and shall promptly report the status of collections and all delinquencies of the Executive Board.
4. He shall give status reports to potential transferees, on which reports the transferees may rely.
5. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.
6. In the event professional management of the Condominium project has been arranged for by the Directors, the Treasurer (or Assistant Treasurer) may delegate the above responsibilities to said management firm; provided, however, that the responsibilities for the accuracy of all financial reports and disbursements shall remain the Treasurer's.
7. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board, through the Treasurer, shall provide a summary of the budget to all unit owners and shall set a date for a meeting of the unit owners to consider ratification of the budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive Board.

F. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Executive Board from employing a Director as an employee of the Association not preclude the contracting with a Director for the management of the Condominium.

ARTICLE VII.

Fiscal Management

The provisions for fiscal management for the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall become expenses:

1. Current expenses shall include all receipts and expenditures with the year for which the budget is made, including a reasonable amount for contingencies in working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

2. Reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

3. Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. Budget. The Executive Board Shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expenses.

2. Reserve for deferred maintenance. .

3. Reserve for replacement.

4. Betterments, which shall not include the funds to be used for capital, expenditures for additional improvements or additional personal property that will be part of the common elements.

C. Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year or fiscal year, as the case may be, annually, in advance, on or before ten (10) days preceding the year for which the assessments are made. Assessments shall be payable in equal monthly installments in advance on the first day of each month; provided, however, that each unit owner shall, upon taking title, pay at closing the pro rata monthly assessment for the month in which closing takes place, together with the assessment for the next succeeding month, in order to provide sufficient working capital to the Association. The Executive Board shall have the option of imposing an alternative form of installment payment to-wit: payment of assessments on a quarterly basis as opposed to a monthly basis. Upon institution of collection in quarterly installments, the assessment shall be payable in advance in four equal quarterly installments on the first day of January, April, July and October of the year for which the assessments are made. The unit owner shall be given thirty (30) days advance notice of any change in the interval of installment payments. In the event the annual installments prove to be insufficient, the budget and assessments may be amended at any time by the Executive Board if the accounts of the amended budget do not exceed the limitations for that year. Any account that does not exceed such limitations shall be subject to the approval of the membership of the Association as previously required by these By-laws. The unpaid portion of the calendar or fiscal year for which the amended assessment is made shall be payable in quarterly installments divided among the number of installments remaining due under that year.

D. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Executive Board may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date in the notice, but not less than ten (10) days after the delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Interest on such accelerated assessments shall be charged at the rate provided for in the Declaration of Condominium.

E. Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of a need for such is given to the unit owners concerned. After such notice and upon approval in writing by such persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Executive Board of the Association may require in the notice of assessment.

F. The depository of the Association shall be bank or banks as shall be designated from time to time by the Directors and in which their monies of the Association shall be deposited. Withdrawals or monies from such accounts shall be only by checks signed by such persons as are authorized by the Executive Board.

G. An audit of the accounts of the Association shall be made annually by a certified public accountant or such other persons as shall be designated by the Executive Board and a copy of the audit report shall be furnished to each member not later than four (4) months following the year for which the audit is made.

H. Fidelity bonds may be required by the executive Board, from all persons handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the monies the individual handles or has control of by a signatory, or a bank account or other depository account.

ARTICLE VIII.

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-laws.

ARTICLE IX.

Amendment to the By-laws

These By-laws may be amended in the following manner:

A. Any member of the Association or any member of the Executive Board may propose an amendment to these By-laws. Notice of the proposed amendment shall be given by the Executive Board to all members of the Association and the Executive Board; said notice shall comply with the requirements of the meeting at which the proposed amendment will be heard by the Executive Board. Directors and members not present in person or by proxy at the meeting considering the proposed amendment, may express their approval or disapproval, in writing, provided such approval is delivered to the Secretary at or prior to the meeting. The approval of two-thirds (2/3) of the Board shall be required to amend these By-laws.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

D. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Boone County, Missouri.

ARTICLE X.

Compliance and Default

A. In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-laws, or of the applicable portions of the Uniform Condominium Act, the Association, by direction of its Executive Board, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Executive Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-laws, or of the pertinent provisions of the Uniform Condominium Act, and the Association may then, at its option, have the following elections.

1. An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners.
2. An action in equity to enforce performance on the part of the unit owner; or
3. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Executive Board, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Uniform Condominium Act. Any violations which are deemed by the Executive Board to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

B. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall

include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall, be a lien against said unit with the same force and effect as if the charge were a part of the common expenses. This section shall also be interpreted as meaning and including said Condominium.

C. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

D. The failure of the Association or of a unit owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provisions, covenant or condition of the future.

E. All rights, remedies, and privilege granted to the Association or unit owner , pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents or at law or in equity.

ARTICLE XII.

Liability Survives Termination of Membership

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of, or in any way connected with, such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

Limitation on Liability

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIV.

Liens

- A. All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or by law, whichever is sooner.
- B. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.
- C. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.
- D. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.
- E. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. The Association shall not be required to maintain a register, as provided herein. If a register is maintained, the Executive Board of the Association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XV.

Rules and Regulations

- A. The Executive Board may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, and maintenance, management and control of the common elements and limited common elements, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.
- B. The Executive Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s); provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium property, and/or copies of same shall be furnished to each unit owner.
- C. In the event of any conflict between the Rules and Regulations adopted, from time to time amended, and the Condominium documents, or the Uniform Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-laws and the Declaration of Condominium to which these By-laws are attached, the provisions of said Declaration shall prevail.

Chateau Condominium Association

POOL RULES

- **Pool gate will be unlocked and swimming will be allowed from 6:00 a.m. to 9:00 p.m.**
 - **Users must be a resident or guest of those living at Chateau. Guests will be limited to no more than 3 adults per unit at any one time and must be accompanied by a resident.**
 - **Please carry your pool tag when in the pool area and do not be offended if asked to show it.** These tags are not to be given away. If you need a pool tag please call management at 815-0063.
 - For your personal safety, we recommend that you do not swim alone.
 - Children under 14 or non-swimmers must be accompanied by an adult. Please supervise children so as not to disturb others.
 - All swimmers and sunbathers shall wear proper attire. No jeans shorts are allowed in the pool.
 - No Smoking is permitted in the pool area.
 - **Absolutely no food** at the pool and **no glass containers.** Plastic glasses or containers may be used provided everything is picked up when you leave the pool area.
 - **ABSOLUTELY NO ALCOHOLIC BEVERAGES are allowed at the pool.**
 - Please use floating mattresses with respect for others. If several people are in the pool it only shows courtesy not to overcrowd.
 - Please straighten pool furniture after using or when leaving pool area. This includes lowering umbrellas.
 - Please be careful about applying oil before going into the pool. The oil accumulates into a ring around the edge and becomes unattractive and dirty looking.
- ***THANK YOU FOR YOUR COOPERATION!***