

**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 amended, 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, 15 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 as shown by the plat recorded in Plat Book 7, Page 61, Records of 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 in 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 448.3-101;

"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 condominium, 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 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, costsharing basis;

(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, costsharing 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, costsharing 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 single kitchen facilities on a non-profit, costsharing 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 natural 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 448.2109;

"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 interests 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.

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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: *Declarant rights expired eff. Jan 1, 1998*

(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 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 448.2-105(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 the remainder 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 448.2-105(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 any time to all the units shall each equal one hundred percent (100%). $100 \div 110 = .9\%/\text{unit}$

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 may be 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 448.2-106 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

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shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, that is, 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 Act, 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 premiums 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 insurer 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 as 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 minimum 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 owners 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:

1. 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 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 plans and specifications 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 item 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 and entities 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 associations 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 time, 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.

25% deposit

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 and 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 by all of 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 or 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

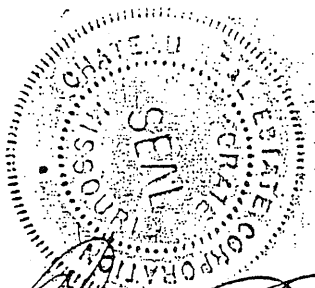
exhibits attached to this Declaration, upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for any reasonable attorney's fees incurred by it in bringing such action, as determined by the court.

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.

As Evidence Of This Declaration, Chateau Real Estate Corporation, a Missouri Corporation, has signed this Declaration on this 30 day of April, 1987.

CHATEAU REAL ESTATE CORPORATION
"Declarant"

Gordon Burnam
Gordon Burnam, President
Chateau Real Estate Corporation



Thomas R. Gray
Thomas R. Gray, Secretary
Chateau Real Estate Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 30 day of April, 1987, before me personally appeared Gordon Burnam, to me personally known, who being duly sworn, did say that he is the President of the above Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and that said President acknowledged said instrument to be the free act and deed of said Corporation.

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

Audrean Gates
Notary Public

My Commission Expires:

AUDREAN GATES, Notary Public
Boone County, State of Missouri
My Commission Expires January 21, 1988

