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**Title of Document:** Fully Restated as Amended Covenants, Conditions, and Restrictions for Autumn Corners at Copper Leaf Phases I-IV.

**Date of Document:** August 5, 2025

**Grantor:** Autumn Corners at Copper Leaf Homeowners Association

**Grantee:** Autumn Corners at Copper Leaf

**Legal Description:** See attached Exhibit A, page 28.

-Book H Page 505

This cover page is attached solely for the purpose of complying with the requirements stated in 59,310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

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Autumn Corners at Copper Leaf

Be it understood by all purchasers/owners/lessees that Autumn Corners at Copper Leaf has its own by-laws which all owners, lessees, and guests must follow. In addition, the Master Planned community of Copper Leaf also has covenants, conditions, and restrictions to which every Autumn Corners owner, lessee, or guest must adhere.

Part of the monthly homeowners fees of Autumn Corners at Copper Leaf are for the association dues of the Master community of Copper Leaf.

Autumn Corners at Copper Leaf 55+ Condominiums

Declaration of Condominium

THIS DECLARATION of submission of the Fully Restated as Amended Covenants, Conditions, and Restrictions for Autumn Corners at Copper Leaf Phases I-IV to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, executed this 5 day of August, 2025 by the Autumn Corners at Copper Leaf Homeowners Association.

WITNESSETH THAT:

WHEREAS, Declarant has completely conveyed the units to unit owners in this development project and has conveyed all authority for the management of the property situated in Christian County, Missouri, as more particularly described in Exhibit A, attached hereto and incorporated herein by way of reference. The Declarant conveyed this authority to the Autumn Corners at Copper Leaf Homeowners Association, a domestic not-profit corporation, pursuant to the original and previously amended declaration.

WHEREAS, Autumn Corners at Copper Leaf is a part of a Final Development Plan, that was approved by the City of Nixa, Missouri, in accordance with the Master Zoning Ordinance of the City of Nixa; and

WHEREAS, all provisions of the aforesaid Ordinance relating to Autumn Corners at Copper Leaf were complied with by the Declarant; and

WHEREAS, the Declarant developed the said property, together with all buildings, improvements and appurtenances of whatsoever kind now or hereafter thereon, shall be submitted to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, Sections 448.1-101 to 448.4-120, R.S.MO 1986, as amended; and

WHEREAS, the Declarant by approved amendment included additional parcels, and units and other improvements thereon, in this condominium; and

WHEREAS, the Declarant conveyed the authority to govern the administration of the property to the Association; and

WHEREAS, the Association filed the First Amendment on December 10<sup>th</sup>, 2010; and

WHEREAS, the Association filed the Second Amendments on July 10<sup>th</sup>, 2015; and

WHEREAS, the Association filed the Third Amendment on September 26<sup>th</sup>, 2019; and

WHEREAS, the Association filed the Fourth Amendment on October 27<sup>th</sup>, 2023; and

WHEREAS, the Association believes it is in the best interests of the owners of the home units and the public to incorporate all provisions of the Covenants, Conditions, and Restrictions into one document; and

WHEREAS, to avoid confusion, given that all units have been sold, it is in the best interest of the public to delete or modify references to the Declarant where those are no longer necessary or have expired; those references have been located in the preamble, and Paragraphs 1.10, 7.6, 8.7, 8.11, 10.3.9, 10.4, 11.2, 12.4, 18.4, 19 (a), 26, 28.3, 29.3, 29.4, 29.5, 29.6, 30.1, 30.2.2.2, 30.2.3, 30.4, and 30.4.2; and

NOW THEREFORE, the Association, as the governing body of the above described property, for the purposes stated above, does hereby submit the property described in Exhibit A together with all buildings, improvements, easements, right and appurtenances of whatever kind, now or hereafter thereon, to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, sections 448.1-101 to 448.4-120, RSMO, 1986, as amended (the "Act") and hereby creates with respect to the property, a condominium to be known as "Autumn Corners at Copper Leaf" under the Act and, further, declares and provides under this Fully Restated as Amended Covenants, Conditions, and Restrictions for Autumn Corners at Copper Leaf Phases I-IV and thus states as follows:

## ARTICLE I

### Definitions

Capitalized terms not otherwise defined herein shall have the meanings specified in Section 448.1-103 of the Act. The following terms are defined as:

1.1 Act: The Uniform Condominium Act as adopted in the State of Missouri, Sections 448, 1-101 to 448.1-120, RSMO, 1986, as amended.

1.2 Allocated interests: The undivided interest in Common Elements.

1.3 Association: Homeowners' Association or Unit Owners' Association: The Autumn Corners at Copper Leaf Homeowners Association, Charter No. N00749703, designated by the Missouri Secretary of State, which is responsible for the operation of the condominium, and which shall consist of all owners of units within the condominium.

1.4 By-laws: The By-Laws of the Association as they exist from time to time.

1.5 Common Elements: That portion of the Condominium Property not included in the Units.

1.6 Common Expenses: All expenditures made by, or financial liabilities of, the Association together with any allocations to reserve.

1.7 Common Expense Liability: The liability for Common Expenses allocated to each Unit.

1.8 Condominium: That form of ownership of Condominium Property under which Units in the condominium buildings are subject to ownership by one or more owners, and the undivided share in the Common Elements, appurtenant to each unit.

1.9 Declarant: Hall Investments, LLC a Missouri limited liability company.

1.10 Development Rights: Developments rights have now expired. The previous definition stated: "Any right or combination of rights reserved herein by the Declarant, to add real estate to the condominium; to create Units, Common Elements or Limited Common Elements within the Condominium: to subdivide Units or convert Units into Common Elements; or to withdraw real estate from the Condominium."

1.11 Final Development Plan: The Planned Development District approved by the City of Nixa, Missouri, which authorized the development of Autumn Corners at Copper Leaf, among other uses.

1.12 Executive Board or Board: The board of directors or other administrative body responsible for the administration of the Association.

1.13 Identifying Number: The symbol or address shown on the Plat that identifies only one Unit in the Condominium.

1.14 Limited Common Elements: Those common elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units as described in Article 23 hereof.

1.15 Plat or Plan: The surveyor's plat and any surveys thereto of the Property and Improvements. Said Plat is attached hereto, marked Exhibit B and incorporated herein by reference.

1.16 Unit: That portion of a Condominium Building on the Condominium Property, consisting of one (1) or more floors or a part or parts thereof measured to the inner surfaces of the exterior walls and the inner surfaces of floors and ceilings dividing Units, including all windows, exterior doors, and designed and intended for separate ownership. Its Identifying Number shall designate each such Unit in plans, deeds, plats, and other documents.

1.17 Rental: Individual units may be rented but the Association must approve all leases. Total leased units are not to exceed

24% of the total number of units. This would be 18 of the 76 total completed units.

## ARTICLE 2

### Units

The entire project shall consist of a maximum of seventy-six (76) units and a minimum of twenty-three (23) units, all of which shall be utilized solely for residential purposes. The Identifying Number, word or symbol of such unit shall legally describe each Unit. Each Unit shall constitute a separate and distinct parcel and shall be subject to ad valorem taxation and assessments. The lien for any delinquent taxes or assessments shall attach only the unit and the corresponding allocated interest against which levied or assessed, and in no event shall any such lien attach to any portion of the Common Elements.

## ARTICLE 3

### Interest in Common Elements

All Unit Owners shall own the Common Elements as tenants in common in accordance with their respective Allocated Interests, which ownership interest shall be undivided. The Allocated Interest of each Unit Owner is shown on Exhibit C hereto attached. Each Unit shall bear the same proportionate share Of the Common Expense Liability as its Allocated Interest bears to 100.

The Allocated Interests have been computed and determined in accordance with the provisions of the Act. The Allocated interests are computed based upon the ratio that one (1) unit bears to the total number of Units included in the Condominium. Said allocated interests shall remain constant unless hereafter changed upon the submission of additional property to the Condominium or by written agreement of all the persons who are

then Unit Owners, provided, however, that any such change shall be strictly in accordance with the provisions of the Act. Each Unit shall be entitled to one vote with respect to matters requiring or permitting a vote of Unit owners, which vote shall be cast in accordance with the Articles and By-Laws (Exhibit D).

#### ARTICLE 4

##### Use of Common Elements

Each Unit Owner and such Unit Owner's families, guests, licensees and invitees, including, but not limited to, the occupants of the Units, shall have the right to use the Common Elements, in common with all other Unit Owners. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act and this Declaration and such rules and regulations as the Executive Board may from time to time prescribe. The Executive Board may lease or rent or grant licenses or concessions with respect to the Common Elements, subject to the provisions of this Declaration.

#### ARTICLE 5

##### Covenant Against Partition

So long as the Condominium Property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separated. Any deed, lease, mortgage or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment permitted in Article 30.5 hereof, no Unit Owner shall by deed, plat or otherwise, subdivide or attempt to subdivide or in any other manner cause or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding,

nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

## ARTICLE 6

### Conveyances and Transfers of Units

Any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in either a Unit or the Allocated Interest of such Unit shall be deemed also to create, grant, convey, or transfer, as the case may be, such interest in the other, respectively. Any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in a Unit may describe such Unit by its Identifying Number, and such description in any such deed, lease, mortgage, or other instrument shall be deemed legally sufficient to create, grant, convey or transfer (as the case may be) an interest in not only the Unit, but also the Allocated Interest of such Unit.

Each Unit will be assessed a non-refundable working capital reserve fee, as determined by the Board, which will be collected from the buyer each time the sale of a Unit is closed.

Any owner who decides to sell the condo unit must submit a certificate of approval to the board (Exhibit E). The board will review such a request and approve if all requirements to own are met. Approval or denial will be done within one week from receipt of request.

## ARTICLE 7

### Easements

7.1 Encroachments: Through construction, settlement, or shifting of any building, should any part of a Common Element, or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment

and for the use of the space required thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Element, as the case may be, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner.

7.2 Easements Appurtenant to Unit: Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy any balcony, terrace, patio, deck, and garage, if any, which are a part of the Unit or Limited Common Element assigned to the Unit, should there be any encroachment on any Common Element; PROVIDED, HOWEVER, that no Unit owner shall enclose, decorate or landscape any such balcony, terrace, patio, deck, or garage contrary to any rules or regulations established by the Executive Board. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air-conditioning compressor for that unit is located.

7.3 Easements in Gross: The Condominium Property shall be subject to a perpetual easement in gross to the Association and the Executive Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Executive Board.

7.4 Structural Easement: A non-exclusive perpetual easement is hereby established appurtenant to and for the benefit of each Unit to permit each Unit to have structural support from the

structural elements in the Condominium Building so as to permit the units to remain in good, usable, and stable condition.

7.5 Driveway, Walkway and Utility Easements: Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along, and on the Common Elements.

7.6 Effect of Easements: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any unit owner, purchaser, mortgagee or other person having an interest in any portion of the Condominiums Property, whether or not such easements are mentioned or described in any deed of conveyance, and shall also inure to the benefit of the present and future owners of any property which may be added to the Condominium and submitted to the scope of this Declaration, and to any Unit owner, purchaser, mortgagee or other person having an interest in such property.

## ARTICLE 8

### Restrictions

The use of Units and Common Elements is restricted as follows:

8.1 Use of Units: No part of any Unit shall be used for other than residential purposes, and shall be occupied by the owner(s) of the Unit except as permitted in section 8.8. At least one member of the Unit household must be 55 years of age or older. No person under the age of eighteen may become a permanent resident of the condominium.

8.2 Obstructions: There shall be no obstructions on any portions of the Common Elements nor any storage in the Common Elements without prior written consent of the Executive Board. No clothes, laundry, or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the buildings.

8.3 Maintenance Of Units: Each Unit Owner shall maintain, repair and replace, at his own cost and expense, all portions of his unit requiring maintenance, repair or replacement including, but not limited to, air conditioning and heating equipment, hot water heaters, and all other appliances and equipment (including any facility and connections required to provide utility service to serve the Unit and no other), paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Unit, the surface, floors and interior surfaces of the exterior wall of any balcony, patio and/or any courtyard adjoining or a part of the Unit even though the same may constitute a Limited Common Element, replace all screens, windows and plate glass installations (including glass doors) forming a portion of the perimeter of the Unit and pay for any utilities which are separately metered to his Unit; provided, however, that no Unit Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any screens or other enclosures on balconies or patios or any other parts of the Unit, Common Elements, Limited Common Elements or Building without the prior written approval of the Association. The Association, as a part of the Common Elements, shall maintain the exterior of front doors.

8.4 Signs & Windows: No sign, including "for sale", "for rent" or professional shall be hung or displayed inside any unit which may be viewed from the exterior of the unit nor shall any sign be placed on the walls of any building, and shall be affixed to

or placed upon an exterior wall or roof without prior written consent of the Executive Board. All window coverings shall be in white, off white, or of a color to enhance the external appearance of the building. No bright colors, stripes, etc. are permitted to show outside,

A professional real estate "For Sale" sign may be used, but should be placed so as not to obstruct the view of any owner/resident.

8.5 Pets and Animals: No animals (reptiles, birds, rabbits, livestock, fowl or poultry, etc) of any kind shall be kept, raised or bred in any portion of the Condominium Property, except for those pets, birds or other animals kept in a Unit which do not violate regulations established by the Association. Small dogs and cats shall be permitted but only in the individual Units or pets are leashed. All owners are responsible for the restraint of animals in the common areas, and for the prompt cleaning and disposal of waste made in common areas. The Association shall have the right to pass regulations governing this paragraph.

8.6 Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other owners or occupants. No Unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his Unit or Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise or permit any nuisance or illegal act in his Unit or upon the Common Elements.

8.7 Business Use: No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property. However, nothing in this section 8.7 is intended to restrict the right of any Unit Owner to maintain or

in keeping his business or professional records or accounts therein or handling his personal business telephone calls or correspondence from his Unit.

8.8 Leases: No unit shall be rented by the owners thereof without written approval of the Executive Board. All leases submitted to the Executive Board must be in writing and provide that the Owner of the Unit and all tenants are subject to covenants and restrictions contained in this Declaration, and such rules and regulations as may be established by the Executive Board from time to time.

8.9 Temporary Structures: No person may dwell in or occupy on any of the Property, any garage, outbuilding, trailer, tent or other temporary building or structure not designed as permanent or stationary, nor may any Person use any of the property or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

8.10 Trash Disposal: NO trash, rubbish or garbage receptacle or can shall be placed on the property outside of a building thereon except upon the day of the week or month upon which regularly scheduled collections of same are to take place.

8.11 Use of Common Elements: No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling.

8.12 Plumbing and Electrical Work: No repairs shall be made or permitted to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Association and all such repairs shall be paid for by the Unit Owner. The Association shall pay, and be responsible for, plumbing repairs and electrical wiring within the Common Elements,

8.13 Landscaping: Gardening is permitted, as per the Gardening regulations of the Association. No vegetable gardens are permitted. The Association must approve the planting of any additional trees or shrubs. Placement must be in coordination with the landscaping contractor to avoid sprinkler heads, causing site problems, moving issues, etc. Flowers are permitted in beds provided, but any and all additional plantings of flowers are the maintenance responsibility of the owner who placed them.

8.14 Parking: No mobile or motor home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained upon any property, Unit, street or Common Elements. However, they may be stored in the individual unit garages, No cars other than guests can be parked on the street for over 24 hours, and they must obey by the areas where there is no street parking permitted. No vehicles may be parked over 72 hours on any street.

8.15 Rules and Regulations: The Executive Board may establish such other and further rules and regulations for the condominium as are provided in the By-Laws of the Association.

## ARTICLE 9

### Sewer Charges, General and Special Taxes

Each Owner shall pay charges levied against the Unit owned for sewer service by the City of Nixa, Missouri Sewer District or its successor in providing sewer services, and shall pay all general and special taxes levied against said Unit, provided that the Executive Board may, at its discretion, provide for the billing of sewer service charges on a Building or total Condominium basis, and in which event such charges shall be allocated and billed to individual units as an additional charge based on the total number of Units.

## ARTICLE 10

### The Association, Its Powers, and Responsibilities

10.1 Management: The operation of the Condominium shall be vested in the Association.

10.2 Authority: No Unit Owner, except an officer of the Association, shall have any authority to act for the Association.

10.3 Powers and Duties: The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Act, and this Declaration, and shall include the following:

10.3.1 The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible there from or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

10.3.2 The power to adopt and amend a budget for revenues, expenditures and reserves of the Condominium and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements, to assess and file liens and encumbrances on Unit Owner's Units to enforce and collect assessments hereunder.

10.3.3 The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.

10.3.4 The power to employ and retain persons necessary for maintenance, repair and replacement of the Common Elements.

10.3.5 The power to establish, grant and dedicate easements for public utilities in addition to any shown on the Plat, leases,

licenses and concessions in, over and through the Common Elements.

10.3.6 The power to enter into contracts with others for the maintenance, management, operation, repair replacement and servicing of the Condominium Property, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for non-payment The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit owner, his heirs, successors, and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed.

10.3.7 The power to borrow money and to pledge as collateral the Association's right to receive income (assessments).

10.3.8 The power to adopt and amend by-laws and reasonable rules and regulations for the maintenance, operation, conduct and conservation of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

10.3.9 This provision has expired. The previous section stated: "The power to negotiate with and deal on behalf of the Association with the Declarant in all matters affecting the Association."

10.3.10 The power to purchase Units in the Condominium or other real or personal property and to acquire, hold, lease, mortgage and convey the same.

10.3.11 The power to institute, defend, compromise, settle or intervene in litigation or administrative proceedings in its own name on behalf of two (2) or more Unit Owners on matters affecting the Condominium.

10.3.12 The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as required by the Act, or statements of unpaid assessments.

10.3.13 The power, exercisable at any time after expiration of the period of Declarant Control as provided in Section 10.4 hereof, upon ninety (90) days prior written notice, to terminate, without penalty, any management contract, employment contract or lease of recreational, parking areas, or facilities entered into by Declarant on behalf of the Association, and any contract or lease, including franchises and licenses, to which Declarant is a party. All such contracts and leases made by Declarant during the period of Declarant Control shall be expressly made subject to this provision.

10.4 Declarant Control: This provision expired. The previous section stated: "Notwithstanding any provision herein or in the By-Laws to the contrary, Declarant shall, subject to the provisions hereinafter contained, control the Association and have the right to appoint and remove the officers and members of the Executive Board of the Association during the period commencing on the date of recording this Declaration in the office of the Recorder of Deeds of Christian County, Missouri, and terminating no later than the earlier of sixty (60) days after conveyance of seventy-five percent (75%) of all Units in the condominium. (Phase I, II, and III)

Notwithstanding the foregoing, not later than sixty (60) days after conveyance of twenty-five percent (25%) of all units in the condominium to unit Owners other than Declarant, at least

one (1) member, and not less than twenty-five percent (25%) of the members, of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of all Units in the condominium, to Unit Owners other than Declarant, at least thirty-three and one-third percent (33 1/3%) of the members of the Executive board shall be elected by Unit Owners other than Declarant. Declarant shall, not less than ten (10) days nor more than sixty (60) days after the aforesaid levels of conveyances have been attained, cause the resignation of the required number of its appointees to the Executive Board and schedule a special meeting of the Unit Owners in the manner provided in the By-Laws at which a successor member or successor members of the Executive Board shall be elected. Not later than the termination of any period of Declarant Control as above provided, all members of the Executive Board then serving, whether appointed by Declarant or elected as above provided, shall resign and the Unit Owners shall elect in the manner provided in the By-Laws an Executive Board of at least three (3) members."

## ARTICLE 11

### By-Laws

11.1 General: The administration of the Association and operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D.

11.2 Amendment: No modification of or amendment to the By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Act. No Amendment to the By-Laws shall be adopted which

would affect or impair the validity or priority of any mortgage encumbering any unit.

## ARTICLE 12

### Maintenance: Limitation Upon improvement

12.1 General: The maintenance of the Common Elements shall be the responsibility of the Association.

12.2 Alteration of Common Elements: There shall be no material alteration of substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

12.3 Alterations by Unit Owners: No Unit Owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would affect the safety, soundness, or aesthetic quality of the Building containing his Unit, or impair any easement

12.4 Fences: No fence, wall, gate, or similar structure may be erected, installed, or maintained on the Condominium property except as expressly permitted by this Declaration.

## ARTICLE 13

### Common Expenses and Common Surplus

13.1 Common Expenses: Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as a Common Expense by the Act, this Declaration, and the By-Laws.

13.2 Assessments: Funds for payment of the Common Expenses shall be assessed in the manner provided in article 14 hereof against Unit Owners.

13.3 Common Surplus: the Unit Owners shall own The Common Surplus equally.

## ARTICLE 14

### Assessments: Liability, Liens, Priority Interest and Collections

14.1 Authority: The Association, through its Executive Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums, A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

14.2 Estimate and Payment Dates: By December 1<sup>st</sup> of each year, the Executive Board shall estimate the total amount necessary to pay wages, and for materials, insurance, water, sewer charges, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, for contingencies and for replacements and, on or about December 15<sup>th</sup> of each year, shall notify the owner of each Unit, in writing, as to the amount of such estimate with the particulars therein itemized. The estimated cash requirements shall then be assessed against the Owners pursuant to the act, that common expenses will be incurred on an equal basis, and not based on the size of a particular unit. On the day of each month of the following year, each owner shall be obligated to pay to

the Executive Board, or as the Executive Board may direct, one twelfth (1/12) of the assessment made hereunder.

In the event that, at any time during the year, the Executive Board shall determine that its December 1<sup>st</sup> estimate is insufficient to meet the current operating expenses, the Board may revise the budget for the balance of the calendar year to such an amount as is actually necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies, together with a reasonable amount which it considers necessary as a reserve for future needs, contingencies, and replacements; and, in such event, the Board shall, within fifteen (15) days of the revision, notify the Owner of each Unit, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against the owners of the Units on a unit by unit basis except for expenses which apply only to individual units for which are appropriately allocated on a unit by unit basis pursuant to the provisions of Section 448.3-115, R.S.MO, 1986 as amended. On the first day of month thereafter, each Owner shall be obligated to pay to the Executive Board, or as the Executive Board may direct, an amount equal to a fraction the numerator of which shall be one (1) and the denominator of which shall be the number of months remaining in the then current year, of the assessment made hereunder.

Notwithstanding any other provision herein, the Executive Board shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Nixa, or any municipality of which the property may become a part, and for such purposes shall not be limited to any maximum assessment.

14.3 Accounting and Shortages: By June 15<sup>th</sup> of each year, the Executive Board shall supply to all owners an itemized

accounting of all income and expenses of the preceding calendar year. Any Common Surplus, as shown in such accounting, less reserves for future needs and contingencies, shall be credited according to each owner's Allocated Interest to the next monthly installments due under the current year's estimate, until exhausted. One-sixth (1/6) of any net shortages will be added, according to each Owner's Allocated Interest, to the installment due in each of the next six (6) succeeding months after the rendering of the accounting.

14.4 Liability: The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made.

14.5 Interest and Attorney's Fees: Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the rate of not less than twelve percent (12%) per annum from date of delinquency until fully paid. The Executive Board may increase the rate of such interest to any amount not exceeding the maximum rate allowed by law. In addition to the foregoing interest, all costs of collection, including reasonable attorney's fees shall be due and payable by the owner of the Unit along with the fees against which the assessments or installments is due and payable.

14.6 Liens: The association shall have a lien upon each Condominium Unit to secure the personal obligation of each Unit Owner for any unpaid assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Notice of the lien may be recorded in the Christian County Records, but no such recording shall be necessary to perfect such lien which shall be effective from and as of the time the assessment becomes due, but such lien shall

be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Executive Board may take such action as is deemed necessary to collect assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Act.

14.7 Foreclosure of Liens: Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property or a power of sale under Chapter 443 R.S. MO, as from time to time amended. The Association may bid in the Unit at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Unit so acquired.

14.8 Liability of Purchasers at Foreclosure: If the holder of a mortgage or deed of trust of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of said mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, unless such shares were due and constituted a lien against the Unit prior to recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expense, collectible from all unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the

payment of Common Expenses coming due from the period of such ownership.

14.9 Right to Deny Use of Common Facilities: In addition to the foregoing remedies, the Executive Board shall have the right to deny to any owners who are delinquent in the payment of any assessments levied hereunder, the right to use such common facilities as the Executive Board shall from time to time determine. No person who acquires an interest in a Unit shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing from the former owner have been paid, except as provided in Section 14.8 hereof.

14.10 Priority of Mortgage: Nothing contained herein shall abridge or limit the right of responsibilities of mortgagees of Units as set forth in the Act.

## Article 15

### Mortgages

Each Unit Owner Shall have the right to grant one or more mortgage or deed of trust liens against such Unit Owners interest in the Property. Upon written request to the Executive Board, the holder of any duly recorded mortgage or deed of trust against any Unit Owners interest in the Property shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or deed of trust. If any Unit Owner fails to pay any amount required to be paid under the provisions of any mortgage or deed of trust against such Unit Owner's interest in the Property, the Executive Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such interest to secure the repayment of such amount, which lien may be perfected

and foreclosed in the manner provided in Article 14 hereof and the Act with respect to liens for failure to pay a share of Common Expenses. The foregoing shall not be construed to require the holder of a mortgage or deed of trust against any Unit to give notice of default under such mortgage or deed of trust to the Executive Board or to receive permission from the Executive Board to foreclose the lien of such mortgage or deed of trust. No Unit Owner shall have the right or authority to make or create or cause to be made or created any lien, security interest, or encumbrance on or affecting the Property or any part thereof, except only to the extent of such Unit Owner's interest in the property.

## ARTICLE 16

### Termination of Condominium

If 80% of the Unit Owners and the holders of all liens and mortgages upon all of the Units execute and duly record an instrument terminating the Condominium, or if "major damage," as defined in the insurance clauses hereunder, occurs, said Property shall be removed from the provisions of the Act and this Declaration and shall thereafter be deemed owned in common by all Unit Owners. The undivided interest in the Condominium Property owned in common by each Unit Owner shall then be the Allocated Interest previously transferred to the undivided share of the Unit owner in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

## ARTICLE 17

### Limitation of Liability

17.1 Common Expenses: The liability of each Unit owner for Common Expenses shall be limited to the amounts assessed for Common Expense in accordance with this Declaration, the Articles and the By-Laws.

17.2 Liabilities: A Unit Owner may be personally liable for the acts or commissions of the Association in relation to the use of the Common Elements but only to the extent of his pro-rata share of that liability in the same percentage as his Allocated Interest, and then in no case shall that liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Article 24 hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

## ARTICLE 18

### Liens

18.1 Against Condominium Property: With the exception of liens which may result from the initial construction of this Condominium, and except as provided in Section 18.2, no liens of any nature shall arise or be created subsequent to the recording of this declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit owners. Subsequent to such recording, liens may arise or be created only against individual Units.

18.2 Against Units: Unless a Unit owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Units in proportion to each Owners' Allocated interest.

18.3 Against Several units: In the event a lien against two (2) or more Units becomes effective, each owner thereof may release his Unit from the lien by paying the proportionate amount attributable to his Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such unit.

18.4 By Reason of Declarant's Rights: This provision has expired. It previously stated: "No liens arising in connection with Declarant's ownership of and construction of improvements upon the property described in Exhibit hereto shall attach to or be enforceable against the Common Elements of or adversely affect any Owners (other than Declarant) interest in the Condominium or the priority of the lien of any first deeds of trust on the Units. All taxes, assessments, mechanic's liens and other charges affecting the property described in Exhibit "A" covering any period prior to the addition thereof to the Condominium shall be paid or otherwise satisfactorily provided for by Declarant."

## ARTICLE 19

### Breaches

The violation of a restriction, condition or regulation adopted by the Executive Board or the breach of any covenant or provision herein or in the By-Laws contained, shall give the Board power:

(a) To enter upon the land or Unit upon which, or as to which; such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither the Association or the Executive Board or its agents, shall be deemed guilty in any manner of trespass; or

(b) To enjoin the breach or seek damages therefore by appropriate legal proceedings; or,

(c) If such violation shall continue for thirty (30) days after notice in writing from the Executive Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Executive Board shall have the power to issue the defaulting Unit owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to use, occupy or control his Unit and thereupon an action in equity may be filed by the Executive Board against the defaulting owner, for a decree declaring the termination of the defaulting Owners right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title, and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, Court reporter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens against the Unit, shall be paid to the Owner. Upon the confirmation of such sale, and the interest in the Property sold subject to this Declaration, and the purchaser shall become an owner in the place and stead of the defaulting owner.

## ARTICLE 20

### Form of Notice

Any notice, demand, request, consent, approval or other communication provided for in the Act or this Declaration, or desired to be given by any part to any other party or parties, shall be in writing, and shall be deemed to have been given and received when personally delivered or as mail by the United States Postal Service, registered or certified mail, addressed, as the case may be, to the Association or Executive Board at the address of President in Nixa, Missouri, or to any Unit Owner at the address of his Unit, or in either case at such other address as is hereinafter provided. The Executive Board may designate a different address or addresses for notices to it by giving notice of such change of address to all Owners. Any Unit Owner may also designate a different address or addresses for notices to him by giving notice of his change of address to the Executive Board.

## ARTICLE 21

### Membership in Association

21.1 Purposes of Association: The Association was incorporated to perform the acts and duties desirable in connection with the management of the Unit and Common Elements and to levy and enforce collection of assessments necessary to perform said acts and duties.

21.2 Membership: All Unit Owners shall automatically be members of the Association, and said membership shall terminate when an owner shall no longer own a Unit.

21.3 Voting: Multiple Owners of a Unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws.

## ARTICLE 22

### Enforcement of Maintenance

In the event that a Unit owner fails to maintain his unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, collect such assessment and shall have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.

### ARTICLE 23

#### Limited Common Elements

23.1 Existing Limited Common Elements: Any portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside a Unit which serves only such Unit shall constitute 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 shall constitute a part of the Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, courtyard, garage and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside of such Unit shall constitute Limited Common Elements allocated exclusively to such Unit.

23.2 Additional Limited Common Elements: There may be additional Limited Common Elements appurtenant to Units in this condominium, as reflected by the Plat. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and shall pass with a Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

23.3 Maintenance of Limited Common Elements: Any expenses of maintenance, repair or replacement of Limited Common Elements may be treated and paid for as a part of the Common Expenses of the Association but shall be assessed against the individual Unit Owner or Owners and Unit or Units to which such Limited Common Elements are appurtenant or assigned. Exterior surfaces of patios and balconies shall be treated as Common Elements.

## ARTICLE 24

### Insurance

24.1 Purchase of Insurance: The Association shall obtain insurance in the form prescribed in the Act with the coverages contained in section 24.3 hereof, together with such other insurance as the Association deems necessary, in a company with an "A" rating or better authorized to do business in the State of Missouri. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees.

24.2 Mortgagees: Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to mortgagees. Such policies shall provide that payments for losses by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage upon their personal property and for their personal liability and living expenses at their own expense.

24.3 Coverage:

24.3.1 Casualty. All buildings and improvements, and common elements on the property shall be insured by a HOA Master Policy in an amount equal to the maximum insurance replacement value, (100%), excluding foundation, excavation costs, and the interior of the Condo Units.

Said 100% replacement value is to be determined annually by the HOA Board.

24.3.1.a This Master Policy is to be a "Bare Walls" format with coverage limited to the structure of the Condo building, which includes, the framing, exterior, roofing, wiring, piping up to but not including the drywall.

-The Master Policy does not cover interior condo aspects, such as, the fixtures, appliances, or installations, non-load bearing walls, flooring, the residents personal property, drywall and/or coverings, or any upgrade to the interior.

-Refer to Article 24.7 for the unit owner's insurance obligations, responsibilities.

-Summarily, Bare Walls coverage means the HOA is insuring the structure of Your condo building into the interior, up to but not including the drywall.

24.3.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

24.3.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings described in this subparagraph including, but not limited to, vandalism and malicious mischief.

24.3.2 Public liability, including medical payments insurance, in such amounts and with such coverage as shall be required by the Association including, but not limited to

hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

24.3.3 Workmen's compensation insurance meeting the requirements of the laws of Missouri. The Workmen's Compensation insurance shall only be required when the HOA has paid employees.

24.3.4 Such other insurance as the Association shall determine from time to time to be desirable.

24.4 Policies: Policies for insurance purchased by the HOA shall be for the benefit of the HOA, the Unit owners, and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid as follows:

24.4.a If the casualty damage is of such extent that the residents may continue safely living in their condo (examples, Roofing Replacement or repair, repair or replacement of the exterior structure), then the insurance proceeds will be deposited in the HOA's Bank. These proceeds will be separately accounted for and subsequent payments for repairs will be made under the joint authority of the HOA Board Treasurer and Property Manager.

24.4.b If the casualty damage is very extensive and the condo owner's are not able to live in the building while under repair or rebuilding then the proceeds from insurance shall be paid to an Insurance Trustee which shall be designated by the Association and which shall be a bank or trust company in Missouri with Trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or sufficiency of policies or the failure to collect any insurance proceeds. The duty, of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the

purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

24.4.1 Common Elements. Proceeds on account of damage to Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, and an undivided share of any excess shall be held for each Unit Owner, such share being the same as the Allocated Interest appurtenant to his Unit.

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

24.4.2.1 When the Units are not to be restored, for the owners of the damaged Units.

24.4.2.2 When the Units are to be restored, an undivided share of any excess over the amount needed to effect such restoration shall be held for each Unit Owner, such share being the same as the Allocated Interest appurtenant to his Unit.

24.4.3 Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of that Unit owner shall be held in trust for the Mortgagee and the Unit Owner, as their interest 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 those proceeds paid to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

24.5 Distribution of Proceeds: Proceeds of insurance shall be distributed in the following manner:

24.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made therefore.

24.5.2 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 thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

24.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such Mortgagee.

24.5.4 Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

24.6 Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property, with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

24.7 Unit Owner's Obligations: Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and casualty insurance on the contents within said Unit.

24.7.1 The condo owner is required to purchase a HO-6 insurance policy which at Minimum should cover:

(1) Building Property Coverage protects the interior of the owner condo which includes, the floor, interior walls, dry wall and coverings, cabinetry, sinks, tiling, appliances, fixtures and any other permanent fixture.

(2) Personal Property Coverage protects furniture, electronics, clothing and other moveable goods.

(3) Condo Liability Coverage protects you and your family members from lawsuits for bodily injury or property damage.

(4) Loss of use Coverage provides cost of lodging/transport if the condo is uninhabitable.

(5) Loss Assessment Coverage provides your portion of any loss shared by the HOA.

(6) Vacant Condo Coverage protects from claim rejection in the event you are away for an extended period; usually 30 Days or more.

## ARTICLE 25

### Reconstruction or Repair after Casualty

25.1 Determination to Reconstruct or Repair: If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

25.1.1 Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

25.1.2 Condominium Building. If the damaged Improvement is a Building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined not to rebuild in the manner provided in the Act.

25.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary in determining whether the damaged property is to be reconstructed or repaired.

25.2 Plans and Specification: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Buildings or, if not, then in accordance with the plans and specifications approved by the Association; and, if the damaged property is a Condominium Building, by the Owners of not less than seventy-five percent (75%) of the Common Elements, including the Owners of all damaged Units whose approval shall be unreasonably withheld.

25.3 Responsibility: If the damage is only to those portions of a Unit for which the responsibility of maintenance and repair is that of the unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

25.4 Estimate of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

25.5 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the

case of damage to the Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

25.6 Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

25.6.1 Association. If the total assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair, which is the responsibility of the Association, exceed \$25,000.00, the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

25.6.1.1 Association – Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

25.6.1.2 Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which is the

responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Executive Board and upon approval of an architect qualified to practice in Missouri employed by the Association to supervise the work.

25.6.1.3 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner and if there is a mortgagee endorsement as to such Unit, then to the Unit owner and the mortgagee jointly.

25.6.1.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the funds in the manner elsewhere stated except, however, that the part of a distribution to a beneficial owner is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

25.6.1.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to any or all of such matters stating that the sums to be paid are due and property payable, the name of the designated payee and the amount to be paid; named as payee, the Insurance Trustee shall also name the mortgagee as payee of the

distribution of insurance proceeds to a Unit Owner; and, further provided that when the Association or mortgagee which is the beneficiary or an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

## ARTICLE 26

### Amendments Required by Mortgagees

There shall automatically be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government, or quasi-governmental agency which holds a first mortgage encumbering a Unit or insures or guarantees to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws. Should such governmental agency or quasi-governmental agency require an amendment to this Declaration, the Articles or By-Laws, then said amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirements or securing the consent of any Unit Owner. Should any governmental agency or quasi-governmental agency that holds, insures or guarantees first mortgages on residential property require an Amendment to this Declaration, the Articles or By-Laws before approving the Condominium for eligibility under such agency's guidelines and regulations, then said Amendment may be made and filed by the Association without regard to any other provisions

herein contained regarding Amendments, and without requirement of the consent of any unit owner.

## ARTICLE 27

### Eminent Domain

In the event it shall become necessary for any public agency to acquire all or any part of the Common Elements for any public purpose, the Executive Board is hereby authorized to negotiate with such public agency for such acquisition and to execute any and all instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association need be made party, and in any event the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Elements.

## Article 28

### General Provisions

28.1 Binding Effect: All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein and shall be binding upon all Unit owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-laws. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in Common Elements as defined herein.

28.2 Invalidity: If any provisions of this Declaration, the Articles, the By-Laws or the Act, or any section, sentence,

clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Act, and of the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

28.3 Special Declarant Rights: This provision has expired. It previously stated. "If the Declarant holds Units for sale in the ordinary courses of business, none of the following actions may be taken without the Declarant's written approval.

28.3.1 Assessment of the Declarant as a Unit Owner for capital improvements; and

28.3.2 Any action by the Association that would be detrimental to the Declarant's sale of Units."

28.4 Remedies: The remedy for violation provided by the Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the By-Laws or the Association's Rules and Regulations, upon a finding by the court that the violation complained of occurred, the defendant Unit owner shall reimburse the Association for reasonable attorneys fees and costs incurred by it bringing such action.

28.5 Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium recognizing that the Condominium is part of larger Planned Development. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

## Development Plan

29.1 Development: The Condominium will at a maximum be composed of seventy-six (76) units to be built in three phases. Phase I-23, Phase II - 16, and Phase III-37. The Clubhouse will be located in Phase I. The development is known as "Autumn Corners at Copper Leaf."

29.2 Common Elements: All of the lands comprising Autumn Corners at Copper Leaf, except those lands subjacent to each Building, together with the Improvements thereon will constitute the Common Elements, title to which will be held by the Unit Owners, according to their allocated interest, for the use and benefit of the Unit Owners in Autumn Corners at Copper Leaf.

29.3 Declarant Rights: This provision has expired. It previously stated. "The Declarant reserves the exclusive right to add units to the condominium, to reduce or enlarge the area of the Common Elements, to alter its boundaries, to designate the site of each numbered part of the development, to delineate parking areas, recreational areas, easements for ingress and egress, utilities, drainage and other services, paths, walkways and planting areas in the Common Elements and to relocate the same from time to time until completion of the development.

29.4 Unit Boundaries (Declarant): Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units the Allocated Interests that are appurtenant to the Units concerned.

29.5 Amendments: The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed

and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments.

29.6 Additional Rights of Declarant During Construction and Sale: Notwithstanding any provision contained in this Declaration to the contrary, and at all times and from time to time prior to Declarant conveying all Units in the condominium, Declarant shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Units in the condominium, and (ii) to maintain sales, business and construction offices in the Units, garages, buildings or trailers of the condominium or on the Property to facilitate the completion of construction of the Buildings and Improvements comprising the condominium and the sale of Units thereof. The construction of the Buildings and Improvements by Declarant hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this paragraph until all Units of the Condominium have been completed and conveyed for residential purposes.”

## ARTICLE 30

### Amendments

30.1 By Declarant: In the event all or any portion of said property is subjected to, or withdrawn from, the scope of this Condominium, then the interest in the Common Elements for owners of Units included in the Condominium shall be determined by Owners by a fraction, the numerator of which shall be the total created by the proposed amendment. Acceptance of a deed from Declarant to any Unit in the Condominium shall constitute the

consent of the owner of such Unit, their successors and assigns, to any such amendments to this Declaration.

30.2 By Unit Owner:

30.2.1 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of [sixty-seven percent (67%)] [seventy-five percent (75%)] of the Units [and approval of at least fifty-one (51%) of the Eligible Holders of first mortgages on units].

30.2.2 All amendments shall be evidenced by a certificate executed as required by the Act and recorded in the office of the Recorder of Deeds of Christian County, Missouri; provided however, that except as otherwise provided in this Declaration:

30.2.2.1 No amendment may increase the number of units, change the boundaries of any unit, change the configuration or the size or modify the appurtenances to such Unit, nor change the Allocated Interest of a Unit Owner unless all record Unit Owners, and all record owners of liens on all Units, shall join in the execution of such amendment; and

30.2.2.2 No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagee.

30.2.3 This provision has expired. It previously stated:

"Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners; lienors or mortgagees. Such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors, mortgagees or any other party whether or not their joinder is elsewhere required for other amendments."

30.3 Approvals: Any amendment adopted shall be subject to the prior approval of any agency of the United States Government

that holds a first mortgage encumbering a Unit or insures or guarantees to the holder thereof the payment of the same.

#### 30.4 To Plans:

30.4.1 This provision expired. It previously stated: "Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units' shares of the Common Elements that are appurtenant to the Units concerned.

30.4.2 The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed and acknowledged only by the Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments."

30.5 Boundary Adjustments: Upon application to the Association signed by the owners of the Units affected, the boundaries between adjoining units may be relocated. Any such application so filed shall specify a reallocation of the Allocated Interest of the Units affected. Unless the Executive Board determines within thirty (30) days of the date of receipt of such an application that the proposed reallocations are unreasonable, the Association shall, at the expense of the applying Unit Owners, prepare an amendment to this Declaration to be executed by the Affected Unit Owners identifying the units involved, stating the reallocated Allocated Interests and containing appropriate words of conveyance, which such amendment shall be recorded in the office of the Recorder of Deeds for Christian County, Missouri. Further, the Association shall, at the expense

EXHIBIT A

LEGAL DESCRIPTION

PLANNED DEVELOPMENT FOR COPPER LEAF FINAL DEVELOPMENT  
PLAN.

All of Lot 236, final plat Copper Leaf Subdivision, a  
planned unit development being a re-plat of part of Lot 1  
Copper Leaf in the City of Nixa, Christian County,  
Missouri, according to the recorded plat thereof.

EXHIBIT B

PLANNED DEVELOPMENT COPPER LEAF

FINAL DEVELOPMENT PLAT LOT 236

See attached.

The construction of the project is complete, and the Declarant conveyed the authority to govern and administer the units to the Association.

The economic climate required the developer to slow the construction of the project. To meet legal requirements, Phase III was amended to include Phase III and Phase IV.

Phase III consists of Buildings B, C, D, E and F. Phase III has a total of 19 living units. Phase IV consists of Buildings A, G, H and I. That phase consists of 17 living units.

EXHIBIT C  
ALLOCATED INTEREST

See attached.

EXHIBIT D  
BY-LAWS OF AUTUMN CORNERS AT COPPER LEAF  
HOME OWNERS' ASSOCIATION, INC.

See attached.

EXHIBIT E  
CERTIFICATE OF APPROVAL

See attached.