

LAKEWOOD ESTATES CONDOMINIUM NO. D

DECLARATION OF CONDOMINIUM

AND BY-LAWS

This Declaration and By-Laws made and entered into this 11th day of August, 1975, by LAKEWOOD ESTATES, INC., a Missouri corporation, sometimes hereinafter referred to as "Developer".

WITNESSETH, that

WHEREAS, Developer is the owner in fee simple of the following described real estate situated in Taney County, Missouri, to-wit:

BEGINNING at a point that is North $0^{\circ}57'$ East, 550.00 feet from the Southwest Corner of said Subdivision; thence continuing North $0^{\circ}57'$ East, 485.81 feet; thence North $81^{\circ}57'$ East, 102.85 feet; thence along a 64.290619° curve to the right 74.87 feet; thence South $49^{\circ}55'$ East, 69.18 feet; thence along a 31.80626° curve to the right, 83.30 feet; thence South $23^{\circ}25'15''$ East, 69.18 feet; thence along a 12.087721° curve to the right, 202.71 feet; thence South $1^{\circ}05'$ West, 21.00 feet; thence along a 47.3519° curve to the left 21.53 feet; thence South $79^{\circ}18'13''$ West, 355.76 feet to the point of beginning.

Subject to building lines, easements, conditions, restrictions, reservations and limitations of record, if any, including without limiting the foregoing, any contained in that certain subdivision indenture creating Lakewood Estates Subdivision and recorded in Book 194, Page 86, in the Office of the Recorder of Deeds of Taney County, Missouri; and

WHEREAS, Developer intends that the aforescribed parcels of real estate together with all buildings, structures of whatever kind now or hereafter thereon, shall be submitted to the provisions of the Condominium Property Act of the State of Missouri, as contained in Chapter 448, Missouri Revised Statutes 1959;

NOW, THEREFORE, Developer, as the owner of the property above described, for the purposes above set forth, does hereby DECLARE said property and all buildings, structures, improvements and facilities thereon and those to be erected thereon to be a condominium property hereafter known as "LAKEWOOD ESTATES CONDOMINIUM NO. D" under the said cited Condominium Property Act of the State of Missouri, and further declares and provides:

ARTICLE 1 - DEFINITIONS

The following terms, as used herein or elsewhere in any of the condominium documents relating to LAKEWOOD ESTATES CONDOMINIUM NO. D, unless otherwise provided, are defined as follows:

Sec. 1.1. Declaration: This instrument by which the property above described is submitted to the provisions of the Condominium Property Act of the State of Missouri, and this instrument as it shall, from time to time, be amended under the terms and provisions herein contained.

Sec. 1.2. Property: All the land above described, together with all buildings, improvements and structures erected, constructed or installed thereon, now being erected, constructed or installed thereon, or to be hereafter erected, constructed or installed thereon, including all appurtenances, easements and rights thereto belonging and all facilities, fixtures and equipment intended for the mutual use, benefit or enjoyment of the condominium unit owners.

Sec. 1.3. Plat: The surveyor's plat and any surveys attached thereto of the property and of all condominium units in the property submitted herein to the provisions of said Condominium Property Act, a copy of which is hereto attached as Exhibit "A".

Sec. 1.4. Parcel: The tract or tracts of land hereinabove described and designated as a "parcel" in this Declaration, and hereby submitted to the provisions of the said Condominium Property Act.

Sec. 1.5. Condominium Unit, or alternatively, Unit: Either term shall refer to and be defined as that part of the property which includes four or more rooms (one of which shall be a kitchen) occupying one floor or part thereof, designed and intended as an independent living unit, and having lawful access to a public way.

Sec. 1.6. Person: Any natural person, partnership, firm, corporation, association, or other legal entity capable of holding title to real property.

Sec. 1.7. Condominium Unit Owner, or alternatively, Unit Owner or Owner: Any of the three terms shall be defined as and refer to the person or persons, individually or collectively, having fee simple ownership of a condominium unit.

Sec. 1.8. Common Elements: All portions of the property except the condominium units, including all those portions more particularly described in Article 3 hereinbelow.

Sec. 1.9. Restricted Common Elements: Those common elements as are hereinafter in Section 5.2 of Article 5 of this Declaration set aside and so provided primarily or exclusively for the use of any condominium unit owner in connection with the use and enjoyment of such person or persons' unit.

Sec. 1.10. Common Expenses: The actual and estimated cost of the following:

- (a) Maintenance, management, operation, repair and replacement of the condominium unit as to which, pursuant to the other provisions of this Declaration, it is the responsibility of the Board of Managers to

maintain, repair, restore, reconstruct and replace; except that all such costs, as they relate to condominium units prior to original sale by Developer or its successors or assigns, shall be borne by Developer, or its respective successors or assigns.

(b) Management and administration of the condominium and the maintenance, management, operation, repair, restoration and replacement of the common elements therein, which expenses shall include, without limiting the generality of the foregoing, compensation paid by the condominium to any manager or managing agent, accountants, attorneys and other employees.

(c) Assessments made by the Trustees of Lakewood Estates Subdivision against the condominium property as a whole.

(d) Any other items held by or in accordance with other provisions of this Declaration or the condominium documents to be common expenses.

Sec. 1.11. Unit Assessment: That portion of the common expenses which is to be paid by the condominium unit owner on any unit owned by such person or persons.

Sec. 1.12. Share: The (percentage) interest of the owner of each condominium unit in the aggregate in interest of the undivided ownership of the common elements, the percentage interest appertaining and allocated to each such unit being set forth in Exhibit "B" attached hereto and made a part hereof.

Sec. 1.13. Majority: The condominium unit owners of more than fifty (50%) per cent in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the condominium owners or voting owners means such percentage in the aggregate in interest of such undivided ownership.

Sec. 1.14. Voting Owner: The person selected and designated by the owner of any condominium unit to cast the vote hereinbelow attributed and allocated to any such particular condominium unit.

Sec. 1.15. Record: To record in the office of the Recorder of Deeds of the county wherein the property is located.

Sec. 1.16. Qualified Lender: Any bank, savings and loan association and insurance company qualified to do business in Missouri; Developer and its successors, assigns, affiliates, and subsidiaries; or any other lender approved by the board of managers.

ARTICLE 2 - CONDOMINIUM UNITS

Sec. 2.1. All condominium units in the buildings located in the property, known as LAKEWOOD ESTATES CONDOMINIUM NO. D, shall be legally described as shown on the plat to be recorded simultaneously herewith and as identified by the surveys attached hereto and marked Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the plat and as set forth in the declaration, and every such description shall be deemed good and sufficient for all purposes, and shall be deemed

to convey, transfer, encumber or otherwise affect the unit owner's corresponding share in the common elements even though the same is not expressly mentioned or described therein. Each condominium unit owner shall be entitled to the percentage of ownership in the common elements appertaining to such unit as computed and set forth in this Declaration pursuant to subdivision (3) of Section 448.030 of the Condominium Property Act, Missouri Revised Statutes 1959, and ownership of such unit and of the unit owner's corresponding share in the common elements shall not be separated, nor shall any unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels or lots smaller than the whole unit as shown on the said plat. Nor shall any unit owner, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts, parcels or lots smaller than the whole unit as shown on the said plat recorded simultaneously herewith and as identified by the surveys attached hereto, all marked Exhibit "A".

Sec. 2.2. The owner of each respective condominium unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding such owner's respective condominium unit nor the exterior surface of exterior doors to said unit, nor any patio, porch, terrace, walk, path or lawn, or exterior of air conditioning system attached or immediately adjacent to such condominium unit, nor shall any such person or persons owning any condominium unit be deemed to own the pipes, wires, conduits or other utility lines in his or their respective condominium unit which are utilized for or serve more than one condominium unit, except as tenants in common in the common elements as is in this Declaration provided. Said owner, however, shall be deemed to own the walls and partitions which are contained wholly within said owner's respective condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings and exterior doors, including the plaster, paint, wall paper, etc., thereon or thereto attached, and the mechanical, electrical and chemical apparatus and equipment and connecting conduits of any exterior portion of the air conditioning system which serves only that particular unit.

ARTICLE 3 - COMMON ELEMENTS

Sec. 3.1. The common elements of the project are as follows:

(a) The property in which the multi-family structures containing the condominium units are located and such multi-family structures themselves, including the foundations, exterior walls, roofs, gutters, downspouts, attics, exterior surface of exterior doors, porches, patios, terraces, and any other and all other common portions of the said multi-family structures not included within the condominium units as in Article 2 hereinabove provided.

(b) Each and every service, recreational, community and commercial area and facility now or hereafter erected, constructed or installed on or in the property, including without limiting the generality of the foregoing, any parking areas, storage tanks, trees, pavements, walks, paths, lawns, sidewalks, storm and foul water systems, and all utility installations, any laundry facilities, and pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those as are exclusively within or for the benefit of the condominium unit and not used to service any unit other than the particular condominium unit.

(c) All other appurtenances not herein specifically designated which are not enclosed within the confines of the condominium unit as is hereinabove delineated in Article 2 of this Declaration.

Sec. 3.2. The owner of each unit shall own an undivided interest in the common elements as a tenant (or tenants) in common with all the other owners of the property, and, except as otherwise limited in this Declaration (as, for example, the use of the restricted common elements as is in Section 5.2 in Article 5 hereinbelow provided), shall have the right to use the common elements for the purposes incident to the use and occupancy of his or their unit as a place of residence, and such other incidental use as permitted by this Declaration, which right shall be appurtenant to and run with such person's or persons' unit. The extent, amount or percentage of such ownership shall be expressed by a percentage amount, the particular percentage amount, also sometimes referred to herein as "share", appertaining to each unit being set forth in Exhibit "B" attached hereto and made a part hereof.

Sec. 3.3. The percentage interest so allocated to each condominium unit shall not be changed except by consent of all of the condominium unit owners, which agreement to change such percentage interests shall not be effective until duly acknowledged by all owners and recorded in the Office of the Recorder of Deeds in the county in which the property is situated.

ARTICLE 4 - COVENANTS

Sec. 4.1. No Partition of Common Elements. As long as the property is subject to the provisions of the Condominium Property Act, the common elements shall, except as provided in Section 448.140 of the Act, remain undivided, and no unit owner or owners shall bring any action for partition or division of the common elements; and any covenant or agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a condominium unit as between any persons who are co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Sec. 4.2. No Severance of Ownership. No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding share in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE 5 - BASEMENTS

Sec. 5.1. Encroachments. In the event that, by reason of the construction, settlement or shifting of any building or structure, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any condominium unit encroaches or shall hereafter encroach upon any part of the common elements, or if by reason of the design or construction of any condominium unit it shall be necessary to a unit owner to use or occupy, for normal uses and purposes, any portion of the common elements, consisting of an unoccupied space within the property and adjoining his unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space

are hereby established and shall exist for the benefit of such condominium unit and the common elements, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any condominium owner or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said condominium unit owner or the owners of the common elements, as the case may be. In the event any multi-family structure is partially or totally destroyed and then rebuilt, minor encroachments of parts of the common elements due to construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

Sec. 5.2. Exclusive Basements, Restricted Common Elements. A valid exclusive easement is hereby declared and established for the benefit of each unit owner consisting of the right to exclusively use and enjoy any porch, patio, terrace, and lawn adjoining his unit and intended for such owner's use; and in addition thereto, but subject always to rights of ingress and egress thereover and thereupon by the users of other condominium units in the same building structure containing said unit and subject to the other provisions and restrictions of this declaration and subject further to any and all restrictions and any rights conferred or conferrable in others provided in the aforesaid subdivision indenture; provided, however, that no unit owner shall light, decorate, landscape or adorn any such patio, porch, terrace, nor any lawn, natural or wooded area, or lakefrontage in any manner contrary to such rules and regulations as may from time to time be established by the board of managers herein provided.

Sec. 5.3. Basements to All Condominium Unit Owners. Except as to the restricted use of the common elements as in Sec. 5.2 hereinabove provided, perpetual easements are hereby established for all condominium unit owners, their families, guests, invitees and servants, for the use and enjoyment of all common elements, subject to such rules and regulations as may from time to time be established by the board of managers herein provided.

Sec. 5.4. Utility Basements. Easements as shown on the plat are as may be hereafter established by the board of managers as hereinbelow provided are established and dedicated for sewers, electricity, television, water, and telephone and for all other utility purposes including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes and conduits, television wires and equipment, telephone wires and equipment, and electrical conduits and wires over, under, along and on the portion of the common elements.

Sec. 5.5. Basements in Gross. The property shall be subject to a perpetual easement in gross to the board of managers (and to the Trustees of the Lakewood Estates Subdivision as provided in the aforesaid subdivision indenture), and to their (respective) successors and assigns, for ingress and egress, to perform their obligations and duties as required by this Declaration (or as authorized by the said subdivision indenture). Should it be necessary to enter any condominium unit to repair a common element, employees, agents and workmen shall be entitled to entrance by exhibiting to the condominium unit owner or any person or persons occupying such unit under authority of such condominium unit owner, an order signed by any one of the members of the board of managers or by the manager or managing agent retained by them, if any.

Sec. 5.6. Effect of Basements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the developer, its successors and assigns, and any condominium unit owner, purchaser, mortgagee, or other person having an interest in any portion of the property herein described, whether or not such easements are mentioned or described in any deed or conveyance.

ARTICLE 6 - RESTRICTIONS

In addition to any and all restrictions now existing against said property and all improvements now or hereafter constructed thereon, the use of condominium units and common elements (including restricted common elements) is hereby expressly restricted as follows:

Sec. 6.1. Use of Condominium Units. No part of the property shall be used for other than residential housing and common recreational purposes for which the property was designed. Each unit shall be used as a family-type residence and for no other purpose.

Sec. 6.2. Obstructions. There shall be no obstructions of any portions of the common elements nor any storage in the common elements other than in or upon the areas designated for such purposes of storage and parking and also other than in the interior of any storage closets or rooms attached to any such unit, without the prior written consent of the board of managers. 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 or out of any windows except in and on the particular site as approved by the board of managers and also the type of equipment used for such hanging shall have the prior approval of the board of managers and to be subject to such rules and regulations as from time to time be promulgated by them.

Sec. 6.3. Maintenance of Condominium Units and Restricted Common Elements. Each owner shall maintain and keep his (their) condominium unit in good order and repair and shall do nothing which will increase the rate of insurance on the building in which his (their) condominium unit is situated or which would be in violation of law. The exterior of front and rear doors to the condominium unit, as well as the restricted common elements provided in Section 5.2 hereinabove for the use of the owner of such particular condominium unit, shall, unless otherwise maintained, repaired and decorated by the Trustees of the said Lakewood Estates Subdivision as aforesaid in the exercise of any of their authority, be maintained, repaired and decorated by the board of managers, any such maintenance, repair or redecoration by whomsoever done to be part of the common expenses, unless any such repair, redecoration or maintenance resulted from the neglect, abuse or misuse by the users of a particular unit or units, in which case such repair, maintenance and redecoration to be at the sole cost and expense of the owner(s) of the particular condominium unit(s), the same to be by special assessment against said condominium unit(s) and the owner(s) thereof.

Sec. 6.4. Signs. No signs or exterior lights shall be hung or displayed on the windows or placed on the exterior walls or surfaces of any building on the property nor on any of the common elements and no awnings, canopys, shutters, radio or television antennas nor any other wiring shall be affixed to or placed upon any exterior wall or roof or upon any portion of the common elements without the prior written consent of the Board of Managers and the Trustees of Lakewood Estates Subdivision.

Sec. 6.5. Animals. No animals, reptiles, birds, rabbits, livestock, fowl, or poultry of any kind shall be kept, raised or bred in any portion of the property, except that one dog, cat, bird or other household animal, may be kept as a pet in the condominium unit. There shall be no structure maintained for any such animal outside the condominium unit at any time.

Sec. 6.6. Nuisances. No noxious or offensive activity shall be carried on in any condominium unit or in the common elements nor shall anything be done which will become an annoyance or nuisance to the other owners or occupants. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Except in areas as may be designated by the board of managers, there shall be no parking of vehicles of any kind, nor shall any benches, chairs, wagons, toys, bicycles or playpens be placed or stored on any of the common elements, except that patios, porches, and terraces may be used for their intended purposes without the violation of any portion of the restrictions in this Section 6.6 contained.

Sec. 6.7. Business Use. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property nor, without written authorization of the board of managers, shall any "For Sale" or "For Rent" signs be displayed by any person, firm or corporation other than the Developer, its successors and assigns, or any bank, savings and loan association or insurance company who as the holder of a deed of trust against any condominium unit acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section 6.7 is intended to restrict the right of any condominium unit owner to rent or lease his (their) condominium unit from time to time or to engage any person, firm or corporation to rent or lease said unit and provide maid and janitorial services therefor, but all the express restrictions herein contained as to the use of displays and signs shall nonetheless be and remain in full force and effect and prohibit such activity in connection with any rental or lease or attempts to rent or lease.

Sec. 6.8. Change of Common Elements. Nothing shall be altered or constructed in or removed from any of the common elements except upon the written consent of the board of managers.

ARTICLE 7 - BY-LAWS AND BOARD OF MANAGERS

Sec. 7.1. General. The condominium development shall be administered by a board of managers, hereinafter called "Board", elected by the condominium unit owners in the manner provided in Section 7.2 hereinbelow. The Board shall have general responsibility to manage and administer Lakewood Estates Condominium No. D, approve the annual budget, provide for and collect monthly and other assessments and arrange and direct the management of Lakewood Estates Condominium No. D, all as hereinafter more particularly provided. It shall from time to time promulgate (and in its discretion modify, alter and amend) rules and regulations relating to the use of the common elements and facilities, and shall limit the use of the same to the condominium unit owners, their families, guests, tenants, invitees and servants. No person shall use the common elements and facilities in any manner not in accordance with such rules and regulations.

Sec. 7.2. Number, Election, Vacancy. The Board shall consist of 3 condominium owners, not more than two of whom shall have an interest in units in the same building. In the event any corporation or association is an owner, the person designated by the corporation or association shall be considered an owner for the purpose of this Article and shall be qualified to serve as a member of the Board. The first Board shall be appointed by Developer or its successors or assigns, as the case may be, after the sale, closing and occupancy of all 16 of the condominium units in the condominium development. Until such time as all but one of the condominium units have been sold, closed and occupied, Developer or its successors or assigns shall have the right, option and privilege to manage Lakewood Estates Condominium No. D and have

all the rights, powers, duties, and privileges herein given to the board of managers, including using monies in the general maintenance fund, except that should such sums be insufficient, Developer or its successors or assigns, as the case may be, shall advance all additional sums required while it has assumed and is thereby charged with management responsibility, all such advances to be recovered from subsequent assessments. Of the first 3 board members to be appointed as above provided, 1 shall be appointed for three years, 1 for two years, and 1 for one year, any such year to run from the Tuesday following the first Monday in June through and to the first Monday in June of the calendar year next following, such year or years as to the first appointed board members to be in addition to any period between the time of initial appointment by Developer (or its successors or assigns) and the first Monday in June immediately following the first annual meeting of the condominium unit owners as is hereinbelow provided; and thereafter, upon expiration of the term of office of any member of the Board, his successor shall be elected by the condominium unit owners in the manner hereinafter provided and shall serve for a three year term. Following appointment of the first Board as hereinabove provided, vacancies in the Board thereafter may be filled by unanimous vote of the remaining members thereof, even though they may constitute less than a quorum, and each person so selected shall be a member of the Board until a successor is elected at the next annual meeting. The members of the Board shall serve without compensation.

Sec. 7.3. Officers. The officers of the Board shall consist of a President, a Secretary and a Treasurer, each of whom shall be a member of the Board and elected by the Board. The President shall preside over all meetings of the Board and of the owners and/or voting owners. The Secretary shall keep minutes of all meetings of the Board and of the owners and/or voting owners and, in general, perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account. The Board shall purchase a fidelity bond for the Treasurer and for any other person or persons handling funds belonging to the condominium unit owners or held in their behalf. The premium for such bond shall be a common expense, apportioned and collected in the same manner as other common expenses.

Sec. 7.4. Action of Board of Managers. The acts of a majority of the members of the board of managers shall be the act of the Board, provided that any such action resulted from a majority decision at a meeting attended by all the members of the Board or the members each consulted with the others then available before the decision to act by a majority was made.

Sec. 7.5. Removal of Members of Board, Successor. Should any member of the Board cease to be an owner of a condominium unit or of an interest in any condominium unit (or should the corporation for which he is acting cease to be an owner or co-owner), such member's term of office shall automatically terminate. At any time following selection of the first Board, for cause or without, seventy-five (75%) percent of all units, through their voting owners, may vote to remove a member of the Board. Special meetings for this purpose, or for any other purpose, shall be called by a majority of the Board or by five owners qualified to vote the votes allocated to their respective condominium unit. The vacancy in the unexpired term of the Board member removed shall be filled as any other vacancy in the manner provided in Section 7.2 hereinabove, unless all members are removed, in which case successors to fill the unexpired term of the Board members removed may be elected by a majority vote of the voting owners at the same meeting or any subsequent meeting called for that purpose.

Sec. 7.6. General Powers of the Board of Managers. The board of managers shall have the following powers, duties, rights and privileges, the act of the exercise of which shall be paid for out of the general maintenance fund hereinafter provided, as follows:

(a) To estimate the cost of the expenses of administration, maintenance and repair of the common elements and of all exterior portions of the improvements and property, whether such maintenance and repair, or any portion thereof, is carried out by the Trustees of said Lakewood Estates Subdivision under the aforesaid subdivision indenture should the Trustees thereunder so exercise their right, privilege and option to maintain and repair (and make special assessment therefor against the condominium and/or condominium unit owners), or by the board of managers hereunder; and after determining the amount required annually for such purposes, to determine the manner in which said amount shall be paid to the general maintenance fund to be held, managed and administered by the Board.

(b) To obtain insurance for the property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements (including the personal property therein and thereon owned by the condominium) and the condominium units. The insurer shall acknowledge on the policy or policies it issues to the Board that the insurance issued thereunder insures the condominium units and the common elements for their full insurable replacement value. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the board of managers, as Trustee for each of the condominium unit owners and their respective mortgagees as their interests may appear, in the percentages established in this Declaration. Premiums for the insurance shall be common expenses. The amount of such insurance coverage shall be reviewed at each annual meeting of the condominium unit owners and shall be in an amount sufficient to cover the cost of reconstruction as determined by the vote of a majority of the condominium unit owners through their voting owners.

(c) To obtain a policy or policies of insurance, insuring members of the Board, their agents, servants, representatives, employees, and the owners of the condominium units, against any liability to the public or to the owners, their invitees, tenants and any other persons who may be on the condominium property for any reason whatever, in the use of any common elements, the liability under which insurance shall not be less than \$ 50,000 for any one person injured, \$ 100,000 for any one accident and \$ 25,000 for property damage, the amount of which limitation shall be reviewed at least annually by the Board who may raise the same at their discretion. The Board is further authorized to purchase policies of workmen's compensation insurance to the extent necessary to comply with Missouri Law. Premiums for all such insurance policies shall be common expenses to be paid from the general maintenance fund.

(d) To furnish upon request of any condominium unit owner and payment of a reasonable fee therefor, a statement of the owner's account setting forth the amount of any unpaid assessments, whether general or special, or other charges; to keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, whether general or special, and to make such records available for examination by the condominium unit owners at all reasonable times.

(e) From time to time as they may determine, to select a manager or managing agent for the purpose of managing said property and caring for all common areas and elements and collecting payments from the unit owners, and to agree upon the compensation to be paid to such manager or managing agent, if any, the amount thereof to be added to and be a part of the common expenses and paid out of the general maintenance fund. Provided, however, for so long as Developer or its successors and assigns, shall manage the condominium as provided hereinabove in Section 7.2 of this Article, no compensation other than a payment for administrative services and overhead equal to ten percent (10%) of the cost of such carrying out the services and activities herein authorized or provided, shall be paid out of the general maintenance fund for such managerial services. Without limiting the choice of selection of the condominium manager or managing agent, the Board may in its discretion select as manager or managing agent of Lakewood Estates Condominium No. D, any one or more of the Trustees of the said Lakewood Estates Subdivision, or any of their agents, servants, employees or licensees, or the Developer or its successors, assigns, or any of its or their affiliates, or any condominium owner or owners, or any person, firm or corporation then serving as a manager or managing agent of any other condominium development in the said Lakewood Estates Subdivision.

(f) To designate, hire, employ and remove personnel necessary for the maintenance, repair and replacement of the common elements, and to authorize the manager or managing agent, if any, to retain, hire, employ, and remove any such personnel, for and on behalf of the Board on on the Board's account.

(g) To retain and from time to time contract for the services of attorneys and accountants.

(h) To the extent not otherwise provided by the Trustees of said Lakewood Estates Subdivision, to provide for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repairing, replacement of the common elements and such furnishings and equipment for the common elements as the board of managers shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire any such furnishings and equipment for the common elements.

(i) To purchase or otherwise acquire, or provide for the furnishing of, any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law, or which in the Board's opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of these restrictions.

(j) To discharge any mechanic's lien or encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interest therein of the particular condominium unit owners. Where one or more condominium unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed against said unit owners and their respective unit and share.

(k) To maintain and repair any unit if such maintenance or repair is necessary, as determined by the Board, to protect the common elements or any other portion of a building, and the owner of such condominium unit has failed or refuses to perform said maintenance or repair within a reasonable time, under the circumstances, after written notice (signed by a member of the Board or by the manager or managing agent, if any) of the necessity of such maintenance or repair has been either personally delivered by any member of the Board (or their agents, servants, representatives or employees) or deposited in the mail by the Board (or their agents, servants, representatives or employees) to the address given by such condominium unit owner as the address to which such owner has theretofore designated as his (their) mailing address; and the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair. The unit owner shall at all times keep his condominium unit in good order and repair.

(l) To authorize the entry into any condominium unit or on any restricted common element when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry into the condominium unit itself or the restricted common elements appurtenant to the said unit shall be made with as little inconvenience to the condominium unit owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the general maintenance fund.

(m) To establish such restrictions on and requirements respecting the use and maintenance of the condominium units and the use of the common elements to prevent unreasonable interference with use of the respective condominium units and of the common elements by the several unit owners; to establish administrative rules and regulations governing the operation and use of the common elements;

provided, however, that the adoption of any such rules and regulations must have the assent of a majority of the voting owners.

(n) To provide a manner for estimating the amount of the annual budget and the manner of assessing and collecting from the condominium unit owners their respective shares of the estimated expenses and of all other expenses lawfully agreed upon by a majority of the voting owners at any meeting of the unit owners called and conducted as provided in Article 9 hereinbelow.

(o) To establish, grant and dedicate easements for public, quasi-public and private utilities in addition to any shown on the plat, in, over and through any of the common elements (excepting therefrom any porch or patio); and to construct and maintain any utility service where the same is not otherwise readily available to the property or the condominium unit owners. Any such utility service carried on and supplied by the Board under the terms hereof may, in the Board's discretion, be charged (on a uniform basis) to each particular condominium unit consuming the same where separately metered, to be treated in such case as a special assessment against such unit, otherwise such service to be paid from out of the general maintenance fund.

ARTICLE 8 - ASSESSMENTS AND GENERAL MAINTENANCE FUND

Sec. 8.1. Estimate and Payment Dates. By December 1st of each calendar year, the Board shall estimate the total amount necessary to pay wages and compensation, and for materials, insurance, water, sewer charges, services and supplies which the Board anticipates will be required during the ensuing assessment year (which assessment year shall run from January 1st of each calendar year through the 31st day of December of the same calendar year, inclusive), 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 before December 15th of each calendar year, shall notify the owner of each condominium unit, in writing, as to the amount of such estimate, with the particulars therein reasonably itemized. The estimated cash requirements shall, following such notice, be assessed against the condominium unit owners according to each owner's percentage of ownership in the common elements, as set forth in said Exhibit "B" attached hereto. On January 1st of the following year, and on the first of each month thereafter during said assessment year, each unit owner shall be obliged to pay to the Board, or as the Board may direct, one-twelfth (1/12th) of the assessment made hereunder.

Sec. 8.2. Accounting and Shortages. By March 15th of each year, the Board shall supply to all condominium unit owners an itemized accounting of all income and expenses of the preceding assessment year. Any balance remaining, as shown in such accounting, plus reserves for future needs and contingencies, shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due under the current year's estimate, until exhausted. Any net shortage shall be added, according to each owner's percentage of ownership in the common elements, to the installments due in the next succeeding months after the rendering of such accounting.

Sec. 8.3. Necessary and Unexpected Expenditures and Replacements.

Extraordinary or unexpected expenditures and replacements not originally included in the annual estimate which may become necessary during the assessment year, shall be charged first against the reserve authorized to be maintained in Section 8.1 of this Article. If said estimated cash requirement assessed as provided proves inadequate for any reason, including non-payment by any condominium unit owner of his share of the assessment authorized in this Declaration, the Board shall serve notice of such further assessment on all condominium unit owners by a statement in writing giving the amount and reasons therefor; and such further assessment shall become effective with the proportionate assessment payment next following the mailing of such notice of such further assessment. All condominium unit owners shall be obligated to pay the monthly amount as so adjusted by the Board of Managers hereunder.

Sec. 8.4. Failure of Timely Notice of Assessment.

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the condominium unit owners, for whatever reason, shall not constitute a waiver or release in any manner of any such unit owner's obligation to pay the maintenance cost and necessary reserves as hereinabove provided in this Article, whenever the same shall be determined; and in the absence of any annual estimate or adjusted estimate, the condominium unit owners shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly payment next due following the mailing of such new annual or adjusted estimate.

Sec. 8.5. Default, Collections, Liens.

If any condominium unit owner fails or refuses to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such condominium unit owner in the property; and upon the recording of notice thereof by the Board or by the manager or managing agent retained by the Board, shall be a lien upon such condominium unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, excepting only the taxes, special assessments and special taxes thereto or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such condominium unit owner prior to the pre-existing recorded encumbrances thereon, and excepting further purchase-money encumbrances on the interest of the condominium unit owner held by a qualified lender and recorded prior to the date such notice is recorded which by law would constitute a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided may from time to time request in writing a written statement from the Board (or the manager or managing agent, if any), setting forth the unpaid common expenses (and special assessments) with respect to the unit covered by his encumbrance; and unless the request is complied with within twenty (20) days of the receipt thereof, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of any such encumbrance. Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expenses payable with respect to such unit; and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

The lien to secure payment of common expenses shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all other condominium unit owners, and may

be foreclosed by an action brought in the name of the Board in like manner as a mortgage of real property. The members of the Board and their successors in office, acting on behalf of all other condominium unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey such interest.

Sec. 8.6. Liens for Special Assessments. If any condominium unit owner fails or refuses to make payment of any special assessment assessed hereunder against such owner and his (their) unit when due, the amount thereof shall constitute a lien on the interest of the condominium unit owner in the property, which lien shall have the same force and effect and priority and may be enforced as against such particular unit in the same manner as provided in Section 8.5 hereinabove.

Sec. 8.7. Personal Liability for Assessments. No unit owner may waive or otherwise escape personal liability for the assessments for common expenses and special assessments provided for herein by non-use of the common elements or abandonment of his condominium unit; and in addition to the right and authority hereinabove of the board of managers to foreclose on any such lien for unpaid assessments, as aforesaid, the board of managers in their individual names as members of the Board, and for and on behalf of the other condominium unit owners, and as their representatives, may bring legal action for and on behalf of themselves and as representatives of all the unit owners, to effect collection thereof, and in this event, there shall be added to the amount due all costs of such litigation, together with interest at the maximum legal rate, not to exceed eight (8%) percent per annum, and reasonable attorneys' fees.

Sec. 8.8. Amendment. Anything elsewhere in this Declaration to the contrary notwithstanding, amendments to this Article 8 and the terms and provisions in this Article contained shall be effective only upon unanimous written consent of all the unit owners and of all qualified lenders who are holders of encumbrances recorded and existing against any condominium unit in the property.

ARTICLE 9 - VOTING AND MEETINGS

Sec. 9.1. Voting Rights. There shall be only one person entitled to vote the vote appertaining to each condominium unit owned, such person to be known as the "voting owner." Where more than one person owns a unit, such designation shall be made in writing, signed by all the persons owning such unit, to the Secretary of the Board and shall remain in effect until a new designation is made. Such vote may be cast in person by the voting owner or by proxy by some person, who need not be a unit owner, designated in writing to the Board by such voting owner to act as proxy on his behalf; and any such proxy shall be revocable at any time by written notice to the Board given by the voting owner. Developer's representative designated from time to time by its Secretary, shall be the voting owner with respect to any unit or units owned by it.

The value of the total number of votes of all unit owners shall be one hundred (100). The value of the voting owner's vote as to any particular condominium unit he or she represents shall be the percentage of ownership interest in the common elements allocated to such condominium unit as provided in Exhibit "B" attached hereto.

Sec. 9.2. Meetings.

(a) Quorum. The presence at any meeting of the unit owners through their voting owners, in person or by proxy, having a majority of the total number of votes aforesaid shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of such voting owners upon the affirmative vote of the voting owners having a majority of the total votes present at such meeting.

(b) Annual Meetings. The first annual meeting of the unit owners through their respective voting owners, in person or by proxy, shall be held on the Saturday preceding the first Monday in June next following the appointment of the first Board as provided in Section 7.2 of Article 7 hereinabove, all unit owners being given written notice of such meeting by the then constituted Board, such notices being deposited in the mail to the owners at least ten (10) days before the date of such meeting. Annual meetings shall be held on the Saturday preceding the first Monday in June of each year thereafter.

(c) Special Meetings. Special meetings of the unit owners through the voting owners, in person or by proxy, may be called at any time for the purpose of considering matters which, by the terms of this Declaration or By-Laws, require the approval of all or some of the unit owners, or for any other reasonable purpose. Said meetings shall be called by written notice authorized by a majority of the members of the Board or by the unit owners having at least one-third (1/3) of the total votes in value, which written notice shall be deposited in the mail addressed to the unit owners not less than twenty (20) days prior to the date fixed for any such special meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Notices. Notices of meetings required to be given hereinabove (and any notice of the Trustees of said Lakewood Estates Subdivision served on any member of the Board or on the manager or managing agent as agent for any unit owner) may be delivered either personally or by mail to the unit owners addressed to each such person at the address given by him (or them) to the Board for the purpose of service of such notice, or if no address has been given to the Board for such purposes, such notice may be mailed to the unit of the owner with respect to which such voting rights appertain.

(e) Place of Meeting. All annual and special meetings of unit owners through their voting owners, in person or by proxy, shall be held at a place in Taney County to be designated in the notice, the expense thereof, if any, to be part of the common expenses and payable out of the general maintenance fund.

ARTICLE 10 - SALE, LEASING OR OTHER ALIENATION

Sec. 10.1. Sale or Lease. Other than Developer, its successors, and assigns, and other than the Trustees of the Lakewood Estates Subdivision, and other than any other lender approved by the board of managers, and other than any bank, savings and loan association or insurance company which as purchase money mortgagee acquires a condominium unit by foreclosure or by deed in lieu of foreclosure, any condominium unit owner who wishes to sell or lease (for a period of more than 180 continuous days) his or their condominium unit (or the lessee of any condominium unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the condominium unit owner or owners shall give to the Board not less than thirty (30) days prior written notice of the detailed terms

of any contemplated sale or lease together with the name and address of the proposed purchaser, lessee or sublessee. The Board, in behalf of those condominium unit owners through their voting owners voting in person or by proxy in favor of said exercise at a regular or special meeting of the unit owners duly called in conformity with the provisions of this Declaration and By-Laws, shall after receipt of such notice of proposed sale, lease or sub-lease, at all times have the first right and option to purchase or lease such unit interest upon the same terms and conditions, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) day period, the unit owner (or lessee) may, at the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit interest to the proposed purchaser or lessee named in such notice upon the terms and conditions specified therein. The sale, lease or other disposition of any unit acquired by the Board pursuant to exercise of this first right and option to purchase or lease shall be in accordance with such terms and provisions as the board of managers shall in each instance approve.

Sec. 10.2. Gifts. Other than Developer, its successors and assigns, and the Trustees of the Lakewood Estates Subdivision, and other than any qualified lender who as purchase money mortgagee acquires a unit by foreclosure or by deed in lieu of foreclosure, should any condominium unit owner propose to make a gift of such condominium unit or should a condominium unit owner die or devise the ownership of the condominium unit or any interest therein to persons not heirs at law of the deceased under the laws of descent of the State of Missouri, or should the personal representative of the deceased owner propose to sell either under power of sale in the will of the deceased unit owner or under order of sale by court, the Board in behalf of those condominium unit owners voting through their voting owners in person or by proxy in favor of said exercise, shall have the right and option to purchase the condominium unit or the interest therein, it being the duty of the person or persons proposing to make any such gift or sale to notify the Board thereof, in writing, giving all particulars of such gift or sale. Within forty-five (45) days after receiving such notice, the Board acting in behalf of the unit owners who through their voting owners have indicated their desire that the Board pursue the matter, on the one hand, and the donor-owner or the unit owner's devisees or legal representative (s), as the case may be, on the other hand, shall each appoint an appraiser who is either a member of the American Institute of Appraisers or is qualified to be a member thereof. Within ten (10) days thereafter the appraisers so appointed shall appoint a third appraiser who is also either a member of the American Institute of Appraisers or qualified to be a member thereof, and within fifteen (15) days after such appointment of the third appraiser, the three appraisers shall determine the fair market value of the property involved. The decision of any two of the three appraisers shall be binding on all parties whomsoever, and the Board, in behalf of those condominium unit owners who through their voting owners vote in favor of such exercise at any regular or special meeting duly called in conformity with the provisions of this Declaration and By-Laws within twenty-five (25) days after receipt of the majority of the appraisers determination of the market value, shall have a sixty (60) day option after receipt of such appraisal to purchase the property involved at such appraised price; and the sale, lease or other disposition of any such condominium unit acquired by the Board pursuant to the exercise of its right and option herein to purchase shall be in accordance with such terms and provisions as the Board shall in each instance approve, the approval of any voting owners not being required.

Sec. 10.3. Involuntary Sale. Should any condominium unit or interest therein be sold at any judicial or execution sale, other than at a foreclosure sale under a purchase money deed of trust securing any note or notes held by a qualified lender, the person acquiring through such sale, before taking possession, shall give the Board thirty-five (35) days prior written notice. In this event, the Board shall in behalf of those condominium unit owners who through their voting owners vote in favor of the exercise at any regular or special meeting of the unit owners duly called under the provisions of this Declaration within twenty (20) days after the receipt of such notice of sale, shall have the option to purchase the condominium unit at the price for which it was sold at such sale. If said option is not exercised by the Board within thirty-five (35) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said condominium unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty-five (35) day period.

In the event any condominium unit owner or owners shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against his condominium unit ownership, the Board shall have the right to cure such default by paying out of the general maintenance fund the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Section 8.5 of Article 8 hereinabove.

Sec. 10.4. Release and Waiver of Option. Upon the written consent of all the members of the Board, any of the options contained in this Article 10 may be released or waived without notice to or consent of the unit owners, and the unit ownership or interest therein which is subject to any option set forth in this Article 10 may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article as to such particular sale, conveyance, lease, devise or transfer (whether the same be voluntary, involuntary or sale under order of court or otherwise); provided, however, that any subsequent sale, conveyance, lease, devise or transfer shall be subject to all of the rights and options herein in this Article 10 contained.

Sec. 10.5. Certificate of Exercise of Waiver. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article 10 as hereinabove set forth as to any sale, conveyance, lease, devise or transfer have been met by the condominium unit owner or duly waived by all the members of the Board, and that the rights of the Board and any other unit owners hereunder have as to such particular sale, conveyance, lease, devise or transfer terminated, shall be conclusive upon the Board and the condominium unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Sec. 10.6. Funding Acquisitions. Except upon unanimous approval of all the voting owners in person or by proxy in any such duly called special or regular meeting, the funds with which to pay the cost of any such appraisal and to purchase any unit ownership or interest therein or the leased rights therein shall not come out of the general maintenance

fund nor be considered a common expense of the condominium, but shall be paid by those condominium unit owners whose voting owners vote for the exercise of such right by the Board, in the same percentage as their respective percentage interest as set forth in Exhibit "B" attached hereto bears to the total percentage of all owners voting in the affirmative for such appraisal or exercise, as the case may be. Provided, however, whenever the voting owners attending, in person or by proxy, any duly called special or general meeting unanimously approve the Board's exercise of any option hereunder, acquisition of such condominium unit ownership or any interest therein under the provisions of this Article shall be made from the general maintenance fund, and in the event such fund be insufficient, the Board shall levy an assessment against each condominium unit owner in proportion to his (their) ownership in the common elements, which assessment shall become a lien and be enforceable in the same manner as provided in Section 8.5 of Article 8 hereinabove. The Board in its discretion, may borrow money to finance the acquisition of any condominium unit so authorized by such unanimous consent of the voting owners attending such meeting in person or by proxy; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the condominium unit ownership or interest therein so to be acquired.

Sec. 10.7. Title to Interest Acquired Under Exercise of Option; Distribution of Proceeds from Disposition. Condominium ownerships or interests therein acquired pursuant to the terms of this Article 10 shall be sold of record in the name of the board of managers, in their capacity as such, or such nominee as they shall designate, for the benefit of all the unit owners if such acquisition was made by unanimous consent of the voting owners attending (in person or by proxy) such duly called general or special meeting, or for the benefit of the unit owners in behalf of whom the Board is making acquisition as above provided, as the case may be. Said condominium unit ownerships or interests therein shall be resold or leased by the Board for the benefit of the unit owners contributing to such acquisition as in Section 10.6 hereinabove provided; and the proceeds of any such sale or lease shall, where any such exercise is with such unanimous consent of the voting owners, be deposited in the general maintenance fund and may thereafter be dispersed at such time and in such manner as the Board may determine, or if such exercise was by less than unanimous consent, the proceeds of any such resale or lease shall be dispersed among those condominium unit owners whose voting owner voted in favor of the exercise thereof, such distribution to be made in the same percentage as such unit owner's interest bears to the total interest of all owners voting in favor of such acquisition.

ARTICLE 11 - DAMAGE, DESTRUCTION AND RECONSTRUCTION

Sec. 11.1. Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

Sec. 11.2 Procedure Where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the condominium unit owners and all other parties in interest do not voluntarily make provisions

for reconstruction of the building within 180 days from the date of damage or destruction, the Board may record a notice setting forth such facts; and upon the recording of such notice:

(a) The property shall be deemed to be owned in common by the condominium unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such unit owner in the common elements;

(c) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the condominium unit owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any condominium unit owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner in the property, after first paying out of the respective shares of the condominium unit owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each condominium unit owner.

ARTICLE 12 - BREACHES

Sec. 12.1. Remedies, Abatement. The violation of any restriction, condition, or regulation adopted by the Board, or the breach of any covenant or provision herein, shall give the Board the power to enter upon the land or condominium unit upon which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting condominium unit owner or owners, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Developer, its successors and assigns, nor the Board or any of their agents, employees, servants and representatives, shall be deemed guilty in any manner of trespassing.

Sec. 12.2. Legal Proceedings, Involuntary Sale for Failure to Abate or Correct. In addition to the above rights and powers of the Board set out in Section 12.1 hereof, if any condominium unit owner, either by his own conduct or by the conduct of any other occupant of his condominium unit, shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for 30 days after notice in writing from the Board, or shall occur repeatedly during any 30 day period after written notice or request by the Board to cure such violation, then the Board shall have the power to issue to the defaulting condominium unit owner a ten (10) day notice in writing to terminate the rights of said defaulting condominium unit owner to continue as a unit owner and to continue to use, occupy or control his (their) condominium unit and thereupon an action in equity may be filed by the Board against the defaulting unit owner, either (a) for a decree of mandatory injunction against the unit owner or occupant to cure such default, subject to the prior written consent of any qualified lender who as

mortgagee has a security interest in the unit ownership of the defaulting condominium unit owner, which consent shall not be unreasonably withheld, or, in the alternative, (b) for a decree declaring the termination of the defaulting condominium unit owner's right to occupy, use or control the unit owned by him (them) on account of the breach of such covenant, and ordering that all right, title, and interest of the unit 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 or restrain the defaulting unit owner from reacquiring his (their) interest in 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 unit owner in said decree. The balance of the proceeds remaining, if any, after satisfaction of such charges and any unpaid assessments hereunder and any other liens against such ownership interest, may be paid to the condominium unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit and may apply to the court for a writ of execution for the purpose of acquiring such possession; and it shall be a condition of any such sale and the decree shall so provide, that the owner shall take the interest in the property sold subject to this Declaration and the terms, provisions and restrictions herein contained, and the purchaser shall become the condominium unit owner in the place and stead of the defaulting unit owner.

Sec. 12.3. Development Activities. Notwithstanding any provision hereof to the contrary, at all times and from time to time, prior to Developer or its successors or assigns conveying all units of this condominium to third parties, Developer shall have the right and privilege, which is hereby reserved only to itself, and to its successors and assigns and their respective agents, to erect and maintain on the common areas advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of units in the condominium, and to maintain sales and business offices in at least one unit in this condominium to facilitate the completion of construction of the buildings and improvements comprising this condominium and any other condominiums, apartments and homes now or hereafter constructed within said Lakewood Estates Subdivision and sale of the units therein contained.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Sec. 13.1. Effective Covenants. Each grantee of Developer, its successors and assigns, by the acceptance of a deed or conveyance, and each purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such condominium unit owner in like manner as though the provision, terms and restrictions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Sec. 13.2. Waiver. No covenant, restriction, condition, or provision of this Declaration and in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same

at any time, irrespective of the number of violations or breaches which may occur.

Sec. 13.3. Savings Clause. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration and By-Laws or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the other By-Laws herein contained, as the case may be.

Sec. 13.4 Conflict With Subdivision Indenture. It being the intention of Developer that the condominium project herein be a harmonious and integral part of said subdivision which may be comprised of many condominium projects in addition to Lakewood Estates Condominium No. D created hereunder, in the event that any of the terms and restrictions in this Condominium Declaration and By-Laws or any rules and regulations promulgated by the Board, are contrary to or inconsistent with the terms and restrictions of the said subdivision indenture recorded in Book 194, Page 86, of the Office of the Recorder of Deeds of Taney County, Missouri, as from time to time amended, then governing the subdivision in which the property is a part, the terms and provisions of such subdivision indenture and the rules and regulations promulgated thereunder shall control and be given their full force and effect to the extent that such terms, provisions, restrictions and regulations in and under said indenture do not remove or prevent the condominium and this Declaration from meeting the necessary requirements and conditions of the Condominium Property Act of the State of Missouri, as aforesaid.

ARTICLE 14 - AMENDMENT, TERMINATION

Sec. 14.1. Amendment, Modification. Except as to any modification or amendment with respect to percentage interest or termination of the condominium, the owners of at least 75% of all the condominium units with the written assent of all qualified lenders who are holders of deeds of trust of record against any portion of the property including any condominium unit, may modify and amend the terms, provisions and restrictions in this Declaration and By-Laws, which modification shall become effective upon being duly recorded in the office of the Recorder of Deeds of Taney County, Missouri; provided, however, that this Declaration and By-laws shall at all times contain the minimum requirements imposed by Chapter 448, Missouri Revised Statutes 1959, and in particular by Section 448.180 Missouri Revised Statutes 1959, with insurance maintained as required by Section 448.120, Missouri Revised Statutes 1959, and disbursed as required by Section 448.130 and 448.140, Missouri Revised Statutes 1959.

Sec. 14.2. Change of Percentage Interests. The percentage interests as herein in this Declaration assigned as to each particular condominium unit set out in Exhibit "B" attached hereto, shall not be modified or amended without the written consent of all the condominium unit owners and the written assent, as well, of all qualified lenders who are holders of obligations secured by deeds of trust of record against the condominium property or any unit therein, and in the event the condominium unit owners and such mortgagees approve in writing any such change in percentage interests, such change shall not be effective until the same is duly recorded by an instrument acknowledged by all such persons and mortgagees, in the office of the Recorder of Deeds of the county in which said property is situated.

Sec. 14.3. Termination. The condominium created hereunder, and the Declaration and By-Laws herein shall not be terminated except with the written acknowledged consent of all the condominium unit owners together with the written acknowledged consent of any and all qualified

lenders or other holders of obligations secured by any recorded deed of trust against the condominium property or any unit therein contained, and such termination shall be effective when duly recorded in the office of the Recorder of Deeds in the county in which said property is situated, and upon such recording

(a) The property shall be deemed to be owned in common by the condominium unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such unit owner in the common elements;

(c) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the condominium unit owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any condominium unit owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner in the property, after first taking out of the respective shares of the condominium unit owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each condominium unit owner.

WITNESS WHEREOF, Lakewood Estates, Inc., a Missouri corporation, instrument to be executed this 11th day of August President and attested by its Secretary.

LAKEWOOD ESTATES, INC.

BY: Millard D. Harris
President

ATTEST: Chas. C. Currell
Secretary

STATE OF MISSOURI)
COUNTY OF TANNEY) ss

On this 11th day of August, 1975, before me appeared Millard D. Harris to me personally known, who, being by me duly sworn, did say that he is the President of Lakewood Estates, Inc., a corporation of the State of Missouri, 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 said Millard D. Harris 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 in the County and State aforesaid, the day and year first above written.

Ruth T. Clark
Notary Public, RUTH T. CLARK.

August 22, 1978

Katherine Clarkson

Aug 75

8:

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13th

book 238

page 1108

and office

Aug 75

13th

Katherine Clarkson
Vicki (last year)

FILED

AUG 13 1975 #4395

Katherine Clarkson
Recorder of Deeds
TANEY COUNTY

24

McGowan

SCHEDULE B
OF
LAKWOOD ESTATES SUB-DIVISION
PARCEL D

DESCRIPTION OF UNITS

PERCENTAGE OF OWNERSHIP OF
COMMON ELEMENTS

Unit 1	6.026 %
Unit 2	6.026 %
Unit 3	6.474 %
Unit 4	6.474 %
Unit 5	6.026 %
Unit 6	6.026 %
Unit 7	6.026 %
Unit 8	6.026 %
Unit 9	6.474 %
Unit 10	6.474 %
Unit 11	6.474 %
Unit 12	6.474 %
Unit 13	6.474 %
Unit 14	6.474 %
Unit 15	6.026 %
Unit 16	6.026 %