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TANEY COUNTY, MISSOURI

RECORDERS CERTIFICATION

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Title of Document: Corrective Declaration of Covenants, Conditions and Restrictions
for Willow Court at Lakewood Estates ✓

Date of Document: February 29, 2024

Grantor(s): Lakewood Estates Trustees, Inc., a Missouri corporation; Salvatore Forte, a single person and the surviving spouse of Kathleen Forte, and Elna Marie Forte, a single person; Susan Linda McDonald, a single person; Gayle Lynn Slater, a single person, and Dianne R. Slater, a single person; Carol C. Norris, Trustee of the Revocable Living Trust of Richard H. Norris and Carol C. Norris Dated April 24, 1998; Pharris R. Bowman and Mary E. Bowman, Co-Trustees of The Bowman Family Revocable Living Trust Dated February 20, 2003; Patricia Ann Viviano, Trustee of the Revocable Living Trust of Patricia Ann Viviano under Agreement dated August 3, 2007, as amended on June 30, 2016; Steve DeMarco and Wendi DeMarco, husband and wife; Larry D. Milton and Lianne T. Milton, husband and wife; Marie Fulkerson, Trustee for the Revocable Trust Agreement of James P. Fulkerson and Marie Fulkerson, dated April 23, 1990; David L. Alexander and Patsy K. Alexander, husband and wife; Bonnie N. Hutchison, Jr., and Joy A. Hutchison, husband and wife; Gary L. Tackett and Roxann Tackett, as Co-Trustees of the Gary L. Tackett Living Trust, dated September 22, 2014, and the Roxann Tackett Living Trust, dated September 22, 2014; Bruce Humphrey and Karen Humphrey, husband and wife; Arthur M. Clarry and Janice G. Clarry, Trustees of the Clarry Family Trust, dated August 26, 1995; Jim L. Ames and Pamela S. Ames, husband and wife; Arlayne L. Bush, a single person; Marilyn J. Harper, a single person; Kantel Enterprises, Inc., a Missouri corporation; Sally Kernan, Trustee, Sally Kernan Revocable Trust u/t/a dated February 16, 2017; Marjorie Helen Ward, a single person; Charles Roberts and Barbara Roberts, Trustees of The Charles and Barbara Roberts Trust dated June 5th, 2012

Grantee(s): Willow Court at Lakewood Estates Association, a Missouri nonprofit corporation

Mailing Address(es): 700 Parnell Drive, Branson MO 65616

Legal Description: Willow Court at Lakewood Estates, Lots 1AA through 22AA, and Common Areas 1AA and 2AA, according to the plat recorded in Plat Slide

N345-N352

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THIS DECLARATION is made by and between the following persons as Grantors to, for purposes of recording, and Willow Court at Lakewood Estates, a Missouri nonprofit corporation, as Grantee:

Owner of Lot:	Grantors
1	Salvatore Forte, a single person and the surviving spouse of Kathleen Forte, and Elna Marie Forte, a single person, 26 Oak Court, Branson MO 65616
2	Susan Linda McDonald, a single person, 2362 Chenault Ct, San Diego CA 92123
3	Gayle Lynn Slater, a single person, and Dianne R. Slater, a single person, 3 Willow Ct, Branson MO 65616
4	Carol C. Norris, Trustee of the Revocable Living Trust of Richard H. Norris and Carol C. Norris Dated April 24, 1998, 4 Willow Ct, Branson MO 65616
5	Pharris R. Bowman and Mary E. Bowman, Co-Trustees of The Bowman Family Revocable Living Trust Dated February 20, 2003, 5E Willow Ct, Branson MO 65616
6	Patricia Ann Viviano, Trustee of the Revocable Living Trust of Patricia Ann Viviano under Agreement dated August 3, 2007, as amended on June 30, 2016, 6 Willow Ct, Branson MO 65616
7	Steve DeMarco and Wendi DeMarco, husband and wife, 107 Lakeshore Dr Unit 7, Branson MO 65616
8	Larry D. Milton and Lianne T. Milton, husband and wife, 8 Willow Ct, Branson MO 65616
9	Marie Fulkerson, Trustee for the Revocable Trust Agreement of James P. Fulkerson and Marie Fulkerson, dated April 23, 1990, 9E Willow Ct, Branson MO 65616

10	David L. Alexander and Patsy K. Alexander, husband and wife, 720 N West St, Sikeston MO 63801
11	Bonnie N. Hutchison, Jr., and Joy A. Hutchison, husband and wife, 11 Willow Ct, Branson MO 65616
12	Gary L. Tackett and Roxann Tackett, as Co-Trustees of the Gary L. Tackett Living Trust, dated September 22, 2014, and the Roxann Tackett Living Trust, dated September 22, 2014, 5099 Heber Springs Rd W, Quitman AR 72131
13	Bruce Humphrey and Karen Humphrey, husband and wife, 13 Willow Ct, Branson MO 65616
14	Arthur M. Clarry and Janice G. Clarry, Trustees of the Clarry Family Trust, dated August 26, 1995, 525 E Terrace Ct, Gilbert AZ 85234
15	Jim L. Ames and Pamela S. Ames, husband and wife, 4314 Longchamp Dr, Sarasota FL 34235
16	Arlayne L. Bush, a single person, 16 Willow Ct, Branson MO 65616
17	Marilyn J. Harper, a single person, 17 Willow Ct, Branson MO 65616
18	Kantel Enterprises, Inc., a Missouri corporation, 19 Willow Ct, Branson MO 65616
19	Kantel Enterprises, Inc., a Missouri corporation, 19 Willow Ct, Branson MO 65616
20	Sally Kernan, Trustee, Sally Kernan Revocable Trust u/t/a dated February 16, 2017, 16116 SW King Charles Ave, King City OR 97224
21	Marjorie Helen Ward, a single person, 21 Willow Ct, Branson MO 65616
22	Trustee of The Charles and Barbara Roberts Trust dated June 5 th , 2012, 325 Arapaho Ln, Cape Girardeau MO 63701

WHEREAS, Grantors plan to execute and file with the Recorder of Deeds of Taney County, Missouri, a plat of the subdivision known as "Willow Court at Lakewood Estates Subdivision."

WHEREAS, such plat creates Willow Court at Lakewood Estates Subdivision, comprising Lots 1 through 22, and common areas, which was formerly a condominium with the same numbering of Dwelling Units as lots.

WHEREAS, Grantors constitute all Owners of the Lots in Willow Court who desire to create and maintain a residential neighborhood and an Association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within Willow Court and the Lakewood Estates Subdivision.

NOW, THEREFORE, in consideration of the premises contained herein, Grantors, for themselves and for their successors and assigns, and for their future Grantees, hereby subject all of the above-described Lots and Common Areas to the covenants, charges, assessments and easements hereinafter set forth.

1. Lakewood Estates Condominium Number E Declaration of Condominium and By-Laws, dated the 10th day of December, 1973, and recorded January 23, 1974, in Book 225, beginning at page 385, in the office of the Recorder of Deeds for Taney County, Missouri, has been terminated by Grantors entering into a Termination Agreement that shall be recorded simultaneously with this Declaration, and as such, all covenants and restrictions contained in said Condominium Declaration are null and void and removed from the above-described property.

2. The Trust Agreement and Indenture of Restrictions of Lakewood Estates Subdivision, dated October 12, 1969, and recorded May 11, 1970, in Book 194, beginning at page 86, in the office of the Recorder of Deeds for Taney County, Missouri, and said Covenants and Restrictions contained in said Indenture are hereby ratified by Grantors.

3. In addition, Grantors adopt the following covenants, conditions and restrictions:

Article I. Definitions

For purposes of this Declaration, the following definitions shall apply:

- (1) "Approving Party" shall mean the Association, as defined below.

- (2) "Architectural Committee" shall comprise the Owners of Dwelling Units in Willow Court at Lakewood Estates Subdivision ("Willow Court"), per recorded plat in Taney County, Missouri, with each Dwelling Unit entitled to one (1) vote on the Architectural Committee. The Owner of any Dwelling Unit may call a meeting, providing a time, date and location, with a fifteen (15) day notice. All decisions shall require a majority vote of those Dwelling Unit Owners in attendance, with a minimum of three (3) Dwelling Unit Owners to make a quorum. The Architectural Committee's duties shall be to review, approve, and/or disapprove submitted plans and specifications for all improvements on any lot subject to the provisions of section 14 below.
- (3) "Association" shall mean Willow Court at Lakewood Association, a Missouri nonprofit corporation holding Charter No. N01154378, which formerly exercised its powers as a condominium owners association for Parcel E of Lakewood Estates.
- (4) "Board" shall mean the Board of Directors of the Association, which is the governing body of the Association, with powers established by its articles of incorporation, this Declaration and the Bylaws, and the Missouri Nonprofit Corporation Law.
- (5) "Bylaws" shall mean the bylaws adopted by the Owners, who are the members of the Association, as amended from time to time.
- (6) "Common Areas" shall mean (i) street rights-of-way, (ii) streets and street islands, (iii) gateways, walking trails, entrances, monuments, fountains, berms and other ornamental areas and related utilities, street lights, sprinkler systems and landscaping currently existing, or constructed or installed by or for the POA at or near the entrance of any street or along any street, and any easements related thereto, (iv) landscape easements granted to or reserved by the Association (v) recreational facilities, (vi) all other areas and places, together with all improvements thereon and thereto, which are intended for the use, benefit or enjoyment of all of the Owners within Willow Court, whether or not any Common Area is located on any Lot or tract.
- (7) "Building Sewer" shall mean any private gravity sewer line, extending from the Dwelling Units to the public sewer system, which serves more than one Dwelling Unit.
- (8) "Common Utilities" shall mean any utility line serving more than one Dwelling Unit.

- (9) "Design Guidelines" shall mean the guidelines adopted by the Architectural Committee, as amended from time to time.
- (10) "Dwelling Unit" shall mean any structure or portion of a structure designed and permitted for human occupancy.
- (11) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Lot other than the Dwelling Unit structure or any structural component thereof, and shall include, without limitation, any deck or patio enclosure.
- (12) "Lot" shall mean any lot on the recorded plat of Willow Court intended and permitted for the construction of a Dwelling Unit (attached or detached) or any structure or portion of a structure designed and permitted for human occupancy.
- (13) "Owner" shall mean the record owner in fee simple of any Lot.
- (14) "Party Wall" shall mean any common wall shared by two Dwelling Units.
- (15) "Street" shall mean any street, road, terrace, circle, boulevard or cul-de-sac shown and dedicated on any recorded plat of all or part of Willow Court.
- (16) "Willow Court" shall mean all of the above-described lots in Willow Court at Lakewood Estates Subdivision , including Common Areas within Willow Court.

Article II. Covenants, Conditions and Restrictions

(The restrictions in this Article are substantially based on the restrictions that were included in the Lakewood Estates Condominium No. E Declaration of Condominium and Bylaws, recorded in Book 225 at Page 385 in the office of the Taney County Recorder. Recent changes in state law have reduced the validity of some kinds of restrictions of the display of political signs.)

In addition to any and all restrictions now existing against said property and all improvements now or hereafter constructed thereon, the use of Lots, Dwelling Units and Common Areas is hereby expressly restricted as follows:

Section 2.01 Use Restrictions

(a) Use of Dwelling Units and Common Areas.

No part of the property shall be used for other than residential housing for which the property was designed. The Common Areas shall be managed by the Board and kept free and clear of rubbish, debris and other unsightly materials. No Owner, contractor of an Owner may deposit any thing on the Common Areas or make any modification of the Common Areas. Except in areas as may be designated by the Board, 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 Areas, except that patios, porches, and terraces may be used for their intended purposes without the violation of any portion of the restrictions in this Article.

(b) Leasing Prohibited

Each Dwelling Unit shall be used as a family-type residence and for no other purpose.

(c) Lots, Resubdivision and Replatting and Driveways

No Lot or combination of Lots shall be re-subdivided or re-platted. No Lot shall be sold or conveyed, except as a whole, as described on the recorded plat of Willow Court. No driveway shall be constructed in a manner so as to permit access across a side or rear lot line, without written approval of the Architectural Committee.

(d) Business Use.

Except as otherwise provided herein, no Lot shall ever be used, and no Dwelling Unit or Exterior Structure or other improvement shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot. Home offices, for the use of occupants of the Dwelling Unit on a Lot, shall be permitted, provided that such use is not discernable from outside the Dwelling Unit and that the public, customers, clients, patients or other business invitees or guests are not received there for business or commercial purposes, other than on an incidental basis in connection with social functions, and the office is in accordance with any applicable city or county ordinances.

No activity which constitutes a nuisance or annoyance shall occur on any Lot. The Board shall have the ability to enforce the removal of any activity which constitutes a nuisance or annoyance.

(e) Nuisances and Prohibited Structures

(1) *Generally.*

No noxious or offensive activity shall be carried on in any Dwelling Unit and Lot or in the Common Areas nor shall anything be done which will become an annoyance or nuisance to the other owners or occupants.

(2) *Trash, Rubbish, Lawn Waste, etc.*

No grass clippings, trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to Willow Court or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion prior to, during and after construction. All Dwelling Units and Exterior Structures shall be kept and maintained in good condition and repair at all times. If any Lot, residence or Exterior Structure is not so maintained, the Board may repair or clean it up at Owner's expense, after first giving Owner three (3) days within which to perform such maintenance, repairs or clean-up. Any such cost incurred by the Board in making such maintenance, repairs or clean-up on behalf of the Owner, shall become a lien against the Owner's property, which may be collected as hereinafter provided.

No garbage or trash shall be placed or kept on any property within Willow Court except in covered containers of a standard type approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot, and burning will only be allowed in designated areas.

(3) *Vehicles.*

No truck (except standard one (1) ton or smaller non-commercial pickup trucks) or commercial vehicle shall be allowed in Willow Court except during such time as such truck or commercial vehicle is actually being used for the specific purpose for which it was designed. No vehicle in inoperable condition or any trailer, mobile home, bus, van, camper,

recreational vehicle, golf cart, all-terrain vehicle, motorcycle, boat, boat trailer or other mobile apparatus of any nature or kind whatsoever (other than personal automobiles and standard one (1) ton or smaller non-commercial pickup trucks) shall be parked, left or stored on any Lot except in a carport, driveway or designated parking area.

Motorcycles, golf carts, and other motorized recreational vehicles are allowed, but must be used on designated streets and must be used in a non-offensive manner.

No boat or trailer storage shall be allowed on or within any Dwelling Lot for more than a forty-eight (48) hour period, without written consent of the Board.

(4) *Antennas, Clotheslines, Flagpoles, etc.*

No radio, citizens' band or shortwave antenna, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Dwelling Unit or erected on any Lot without the approval of the Architectural Committee. Any such approved attachments must be screened from view. The Architectural committee shall be entitled to establish rules and regulations with regard to the installation of such devices so as to reasonably control the impact on Willow Court: Any such rules and regulations may be applied on a lot-by-lot basis as necessary in the sole discretion of the Architectural Committee. The Architectural Committee shall have the authority to enter the Lot to identify the best location for placement of the desired device. Flag poles installed by owners can be no more than five (5) feet in height and must be attached to the exterior dwelling. Lighting, including holiday lighting.

(5) *Lighting.*

No lights or other exterior illumination shall be higher than the eaves of the Dwelling Unit. All exterior lighting will be allowed only to the extent that it does not interfere, as determined by the Architectural Committee, with the night-time views of the lake, surrounding mountains, and the valley below. Lights designed to shine downward are encouraged on all exterior lights.

No exterior Christmas lights or other Christmas decoration may be erected or maintained except for a seventy (70) day period beginning on

November 7 of each calendar year. All other holiday decorations may be displayed only during the appropriate holiday season and for a period of no longer than thirty (30) days.

(6) *Recreation and playground equipment.*

No permanently installed or located jungle gyms, swing sets, basketball hoops or standards, or similar playground or sports equipment or structures which would be visible from the street may be constructed, erected or installed on any Lot without the prior written approval of the Architectural Committee. Miscellaneous sports equipment is to be stored indoors at all times when not in use.

No tennis court, racquetball court, basketball court, or similar sports court, with related equipment, structures or facilities, including, but not limited to, lighting fixtures, may be constructed, erected or installed on any Lot without the prior written approval of the Architectural Committee.

(7) *Noise.*

No speaker, horn, whistle, siren, bell or other sound device, except intercoms not audible beyond the Lot lines and devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit or in any yard.

(8) *Prompt repair required.*

In the event of vandalism, fire, windstorm or other damage, no Dwelling Unit or Exterior Structure shall be permitted to remain in damaged condition for longer than sixty (60) days, unless an extended period of repair is required or approved by the architectural committee.

(9) *Outside storage.*

Storage shall be permitted under a deck provided such area is wholly screened from the view of other Lots and the public.

(10) *Fuel and fuel tanks.*

Small propane tanks no larger than 120 gallons are allowed, if approved by the Board, provided such tanks are wholly screened from the view of other Lots and the public. Fuel storage tanks of any other kind, above or below ground, shall not be permitted. Firewood stored on any Lot shall not be excessive and stacked neatly with sensitivity to the view from neighboring properties, roadways and Common Areas

(11) *Wastewater.*

No storm water runoff, swimming pool or hot tub discharge may be placed in Willow Court's sanitary sewer system.

(12) *Underground Utilities Required.*

All residential utilities are to be constructed underground except with written approval of the Board.

(13) *Window Treatments.*

Interior curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, reflective material, newspaper or other materials not customarily made for use as window covers may be installed or placed upon the inside or outside of any Dwelling Unit or other structure. Exterior awnings, canopies, shutters and similar items may not be installed without prior written approval of the Architectural Committee.

(14) *Animals.*

No animals except two dogs or two cats (on one of each) may be kept on any Lot. They cannot be kept, bred or maintained for commercial purposes and shall not be allowed to make any unreasonable amount of noise or constitute a nuisance to Willow Court. The Board shall have the right, in its sole and absolute discretion, to determine what an unreasonable amount of noise is and whether a particular animal is a nuisance or is being maintained for commercial purposes, and the determination of the Board shall be final and conclusive. No structure for the care, housing, or confinement of any animal shall be maintained so as to be visible from neighboring property. All pets shall be confined to the Lot of the Owner, except when on a leash controlled by a responsible

person. The owner shall immediately remove from any Common Area any solid waste of the pet(s). Vicious animals shall immediately be removed from the subdivision.

(15) *Pest Control.*

To allow pest control inspections and treatments onto Lots and into and under Dwelling Units and Exterior Structures, performed by the Association's contractors, at least annually.

(16) *Signs.*

No signs (other than political signs, as described in the next paragraph) or exterior lights shall be hung or displayed on the windows or placed on the exterior walls or surfaces of any building in Willow Court nor on any of the Common Areas and no awnings, canopies, 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 Areas without the prior written consent of the Board and the Trustees of Lakewood Estates Subdivision.

"Political signs," as defined in section 442.402(1) RSMo, are subject to the following restrictions:

- No more than one sign per lot.
- Maximum size of 288 square inches.
- May not be lighted by internal lights or backlight.
- May be displayed only four weeks before and one week after the election or ballot measure that the sign relates to,

Article III. Building Restrictions and Architectural Control

Section 3.01 Approval of Architecture Control Committee Required for Dwelling Units, Landscaping and Exterior Structures

(a) Dwelling Units and Exterior Structures

No Dwelling Unit or Exterior Structure may be erected or placed upon any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme shall be made until such change, alteration or deviation has been submitted to and approved in writing by the Architectural Committee.

(b) Landscaping and Lawns.

All disturbed areas are to be landscaped. All areas from the rear corners of the Dwelling Unit to the street are to be landscaped; the rear of the Dwelling Unit may be seeded. Lot Owners may subsequently create a portion of the rear of the Lot, in addition to buffer areas set forth in this section, as a natural area, with prior written permission of the Architectural Committee. All lawns are to be sodded/seeded with varieties of grass that maintain their appearance year-round, and no lawn shall be planted with Zoysia grass. All trees are to be minimum of two-inch (2") caliper at five feet (5') and shrubs to be two (2) gallon variety or larger, except with written approval of the Architecture Control Committee.

All tree removal and pruning of trees shall be done only by the Association's contractor.

(c) Approval required after completion.

Following the completion of construction of any Dwelling Unit or Exterior Structure, no exterior colors or general landscaping or grading shall be changed, and no exterior additions or alterations shall be made, unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted

to and approved in writing by the Architectural Committee. If City zoning or other governmental authority, having jurisdiction over the property, requires changes in the materials, location or elevation, approval of such changes by the Architectural Committee shall not be required.

Section 3.02 Architectural Committee Responsibilities and Procedures.

(a) General Procedures

The Architectural Committee shall meet when necessary to consider applications with respect to any matters that require the approval of the Architectural Committee, as provided herein or in the Design Guidelines. A minimum of three (3) Dwelling Unit Owners shall constitute a quorum for the transaction of business at an Architectural Committee meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee, or any member or members thereof, shall be valid or binding or constitute a waiver of any provision of this Declaration. Any application that is not acted upon by the Architectural Committee within thirty (30) days of the date it is filed shall be deemed to have been approved. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of Willow Court, including, but not limited to, the consistency and harmony of the proposed work and improvements with the existing improvements and the general appearance of Willow Court, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, general landscaping plans, and use of any proposed Exterior Structure, and the potential impact on property values within Willow Court and compliance with the specific requirements of this Declaration.

(b) Decisions

All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Board and the Architectural Committee may establish in advance and change, from time to time, certain procedural and substantive guidelines and conditions that it intends to follow in

making its decisions. Such Design Guidelines, as amended from time to time, shall have the same force and effect as this Declaration and shall be binding upon each Owner.

(c) No Liability for Decisions

Neither the Association nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

Section 3.03 Building Material Requirements.

All exterior walls of all Dwelling Units, and all appurtenances thereto, shall be of brick, stone, cultured stone, wood siding, plate glass, batt siding, wood paneling, glass blocks, or any combination thereof, except as otherwise approved in writing by the Architectural Committee. No vinyl siding shall be allowed on the exterior of any Dwelling Unit or structure. All windows shall be constructed of glass, wood, painted aluminum, vinyl, metal clad, and wood laminate, or any combination thereof; provided, however, that windows and storm windows must be of a color other than silver. All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, fiberglass, vinyl, colored metal (other than silver) and glass or any combination thereof. All exterior finish colors shall be submitted to the Architectural Committee for approval. Gutters and downspouts must be approved by the Architectural Committee. The finish on gutters and downspouts must architecturally complement or match the adjacent surface of the home in color. Roofs shall be covered with built up asphalt or fiberglass with at least a 30-year rating. Notwithstanding the foregoing provisions of this Section requiring specific building materials or products, the Architectural Committee shall determine whether any building material, color, or product will be allowed or required, and all improvements, and subsequent changes shall be made or constructed in conformity with the Design Guidelines adopted by the Architectural Committee, as amended from time to time.

Section 3.04 Maintenance, Repair and Replacement Obligations.

Each Owner is responsible for maintenance, repair and replacement of their Dwelling Unit, Building Sewer and Exterior Structure that are appurtenant to their Dwelling Unit, including walkways and driveways that serve their Dwelling Unit, except for yard

mowing and landscaping maintenance, which shall be performed by the Association. Each Owner shall afford to the Association and other Owners, and to their agents and employees, access through their Dwelling Unit reasonably necessary for the maintenance, repair and replacement of items that are to be replaced and maintained by the Association, after reasonable notice to the Owner of the need for access.

No exterior building replacements, or changes, to the Dwelling Unit or Exterior Structures, driveways and walkways, including but not limited to, paint colors, painting, roofing, windows, doors, decks, walkways, driveways, and porches, shall be changed, and no exterior additions or alterations shall be made, unless and until the changes have been submitted to and approved in writing by the Architectural Committee.

The Association, in its sole discretion, may require an Owner to maintain, repair or replace exterior components or improvements on its Dwelling Unit, including but not limited to, roofs, windows, doors, driveways, sidewalks, gutters, and exterior siding/covering, after written notice of the need for maintenance, repairs or replacement. In the event the Owner fails to complete the required repairs or maintenance within thirty (30) days from the date of notice, the Association may enter the Dwelling Unit and complete all the necessary maintenance, repairs and replacement. The costs associated with the maintenance, repairs and replacement shall be chargeable to the Dwelling Unit Owner involved as a Special Assessment.

Article IV. Common Areas and Easements for Public Utilities; Drainage; Structural Support; Maintenance.

Section 4.01 Common Areas

(a) Rights to Common Areas

The Association, its successors, assigns and grantees, and the Owners of the Lots in Willow Court shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto. Common areas may also be established for the benefit of other parcels of land outside Willow Court as designated by the Association.

(b) Ownership of Common Areas

Any property designated as "Common Areas" on the plat, shall be considered property of the Association, and the Owners covenant and agree to convey, if necessary, all of their right, title and interest in the Common Areas to the Association. The Association shall at all times be responsible for the proper maintenance, expenses, and liability of all Common Areas.

(c) Use of Common Areas

No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

Section 4.02 Easements

(a) Utility Easements

The Association shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements, rights-of-way and Common Areas shown on the recorded plat of Willow Court. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Association and all Owners in Willow Court as a cross easement for utility line or service maintenance.

(b) Association's Easement for Performance of Its Responsibilities

The Association shall have and does hereby reserve for itself, its successor and assigns, an easement over and through all portions of each Lot in Willow Court for the purpose of performing the duties of the Association, including but not limited to, repairs and maintenance of Dwelling Units, mowing and maintenance of yards and landscaping, and maintaining any Common Area.

(c) Drainage Easements

Every Lot and the Common Areas shall be burdened with easements for natural drainage of storm water runoff from other portions of Willow Court; provided, no

person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of Willow Court without the consent of the Owner of the affected property.

(d) Easements for Support

To the extent necessary, every Lot shall have the benefit of an easement for structural support over every other Lot in the Dwelling Unit in which it is located, and every Lot shall be subject to an easement for structural support in favor of every other Lot in that Dwelling Unit.

(e) Maintenance and Repair Easements for Lot Owners

To the extent necessary, every Lot shall have the benefit of an easement for repair, maintenance and use of, drains, pipelines, sanitary sewers (including Building Sewers) and storm sewers, gas and water mains and lines, electric, telephone, cable television, audio, video and security lines, and other utilities, over, under, upon and through other Lots, easements, rights-of-way and Common Areas shown on the recorded plat of Willow Court, and every Lot shall be subject to an easement for repair and maintenance and use of drains, pipelines, sanitary sewers (including Building Sewers) and storm sewers, gas and water mains and lines, electric, telephone, cable television, audio, video and security lines, and other utilities in favor of every other Lot in that Dwelling Unit.

Article V. Association Membership, Voting and Management

Section 5.01 Membership and Voting

- a. Membership in the Association shall be limited to the Owners of Lots within Willow Court, and every such Owner shall automatically be and become a member upon acquisition of fee title to a Lot and shall be responsible for assessments levied by the Association and those levied under the authority of The Trust Agreement and Indenture of Restrictions of Lakewood Estates Subdivision, dated October 12, 1969, and recorded May 11, 1970, in Book 194, beginning at page 86, in the office of the Recorder of Deeds for Taney County, Missouri, as amended.
- b. The Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall

not be delinquent in the payment of any assessment; provided, however, that when more than one person is an owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Lot.

Section 5.02 General Powers of Association

In addition to the powers granted by other portions of this Declaration, by any deeds, declarations or plats covering the property in Willow Court or by law, the Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

- a. To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Association may be paid out of the general fund of the Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in its or his or her own name.
- b. To acquire and own title to or interests in, lease, and exercise control over, the Common Areas, recreational facilities, and lake recreational facilities, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.
- c. To maintain public liability, workers compensation, fidelity, fire and other casualty, director and officer liability, indemnification and other insurance with respect to the activities of the Association and the property within Willow Court.
- d. To levy and collect the assessments as necessary for the performance of its responsibilities as provided for in this Declaration and Bylaws and to maintain accounts and accounting records with respect thereto.

- e. To enter into and perform agreements, from time to time, with other parties regarding the performance of services and matters benefitting the Association and its members and the sharing of the expenses associated therewith.
- f. To enter into and perform agreements with Lakewood Estates Trustees, Inc., its successors and assigns or other Associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar Common Areas, whether in or outside Willow Court, and the sharing of expenses related thereto.
- g. To engage the services of a management company, or other person or entity, to carry out and perform all, or any part of, the functions and powers of the Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.
- h. To engage the services of a security guard or security patrol service.
- i. To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in Willow Court; and to do any other things necessary or desirable in the judgment of the Board or the Association to keep any property in Willow Court neat in appearance and in good order.
- j. To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of Willow Court.
- k. To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of the Declaration.
- l. To allocate Common Area expenses and all other expenses associated with the function of the Association between any sub-components and use components of Willow Court, including, but not limited to, recreational facilities, lake recreational facilities, attached housing, detached housing and multi-level attached housing.
- m. To require an Owner to maintain, repair or replace exterior components of improvements on its Lot, including but not limited to, roofs, windows, doors,

driveways, sidewalks, gutters, exterior siding/covering and Building Sewers, after written notice of the need for maintenance, repairs, or replacement. In the event the Owner fails to complete the required repairs or maintenance within 30 days from the date of notice, the Association may enter the Lot and complete all the necessary maintenance, repairs and replacement. The costs associated with the maintenance, repairs and replacement shall be chargeable to the Lot Owner involved as a Special Assessment.

- n. To accept the assignment of prior obligations, if any, of Lakewood Estates Condominium Number E for the maintenance of Common Areas.
- o. To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Association or the Missouri Nonprofit Corporation Law.

Section 5.03 Association Powers and Duties Regarding Common Areas

In addition to the duties required by other portions of this Declaration and by law, the Association shall have the following duties and obligations with respect to providing services to Owners within Willow Court.

- a. The Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain, the Common Areas subject to any control there over maintained by any governmental authority, utility or other person or entity.
- b. The Association shall exclusively provide for the mowing and maintenance of the yard and landscaping of the Lots.
- c. The Association shall exclusively provide, when impassable, snow removal from the streets and common areas. The Association shall not have the duty to provide snow removal of the driveways and walkways for the Lots.

Section 5.04 Association Powers and Duties Regarding Insurance

In addition to the powers granted by other portions of this Declaration to maintain workers compensation, fidelity, director and officer liability, indemnification and other insurance with respect to the activities of the Association, it may, at its election, maintain as a Common Expense and to the extent reasonably available, the following types, amounts and terms pertaining to insurance:

- a. Property insurance on the insurable portion of the Common Areas insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard all risk endorsement, or such other fire and casualty insurance as the Association's Board may determine .
- b. Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 4 hereof, insuring the Owners, in the capacity as Lot Owners and Association members, and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Areas, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a severability of interest endorsement or equivalent coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Areas, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for the property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least one million dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Association, and may be changed, in its discretion, provided that such policies shall continue to comply with the requirements of this Section and Section 4 hereof.
- c. Insurance obtained by the Association shall be written with a company authorized to do business in the State of Missouri and, for the hazard insurance policy described in Section 3 hereof, such company must hold a general policy holders rating of at least A by Bests Insurance Reports, or by an equivalent rating bureau should Bests Insurance Reports cease to be issued.
- d. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Association may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the

Insurance Trustee), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

- e. Nothing in this Declaration shall be construed to limit the authority of the Association to obtain additional insurance which it deems advisable.

Article VI. Lien on Real Estate

- a. Each Owner shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within 30 days of the due date thereof, then such assessment shall bear interest at the rate of 18% per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorney fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.
- b. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust now existing or which may hereafter be placed upon such Lot.
- c. Non-payment of any assessment provided for herein within thirty (30) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Taney County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Taney County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner of the Lot described herein a fee established by the Association from time to time, which initially shall be \$75.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.
- d. Such liens shall continue for a period of 10 years from the date of delinquency and no longer, unless within such period suit shall have been instituted for

collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

- e. The Association may cease to provide any or all of the services to be provided by or through the Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

Article VII. Special Assessments

In addition to the other assessments provided for herein, the Board shall

- a. have the authority to levy, from time to time, a special assessment against any Lot and its Owner to the extent the Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and
- b. have the authority to levy, from time to time, special assessment against each and every Lot in an equal amount that is sufficient, when aggregated, to engage the Association to perform its duties, as specified in Article III hereof, that require any expenditure, during any period, in an amount in excess of the general funds of the Association available thereof. In addition, special assessments against each and every Lot to pay the costs of constructing, maintaining, altering or repairing any Common Area or improvement thereon may be levied if fifty percent (50%) of the Owners present, but in no event less than twenty percent (20%) of the total Owners, and entitled to vote at a meeting of the members, specially called for that purpose, and of which advance notice is given, authorize such special assessments by an affirmative vote thereof.

Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot, and shall become a lien on such Lot upon notice to such Owner

of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

Article VIII. Common Structures

Grantors hereby declare, for the benefit of current and future owners of the Property, that the use, maintenance, repair and replacement of party walls, party fences, shared electric service (weatherhead or drop from pole), Building Sewers, and shared roofs (each of which are referred to here as a "Common Structure"), shall be governed by this Article VIII.

Section 8.01 Party Walls

- a. The dividing wall of each two-unit building on adjacent lots shall be a party wall for as long as both of the dwellings therein, as now constructed, have separate ownership, and such party wall shall not be materially altered or changed. No current or future owner of either dwelling may unilaterally materially alter or change their portion of the exterior of their building, unless both sides of the building are owned by the same party. The exterior colors (decks, fences, siding, roof, and windows) of any dwelling may not be changed without the consent of all the owners of the attached dwellings.
- b. No persons shall have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that each party wall shall at all times remain in the same position as when erected.
- c. If it shall become necessary to repair the party wall, the repair expense shall be borne by the then owners of the adjoining dwellings, in equal proportions. Whenever the party wall, or any portion thereof shall be rebuilt, it shall be erected on the same place where it stands and be of the same size as when originally erected as shown by the recorded plat.
- d. In the event of damage or destruction to any Common Structure from any cause, other than the negligence of either of the owners thereof, the owners of the Common Structure shall repair or rebuild it. The cost of such repair or rebuilding shall be borne equally by the owners of the Common Structure.
- e. If either owner's negligence shall cause damage to or destruction of a Common

Structure, the negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share--or all of such costs in case of negligence--the other party may have such Common Structure repaired or restored and shall be entitled to have a lien on the lot and Dwelling Unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at an annual interest rate of 9%.

- f. The party having such Common Structure repaired shall, in addition to the lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The lien granted herein is effective only if filed in the Taney County Recorder's office, by affidavit declaring under oath the claim of the lien. Regardless of payment, a lien recorded under this provision, and the debt secured by the lien, shall be automatically extinguished unless a suit to collect the amount of the lien is filed within two years of the date the lien is recorded.
- g. Each owner shall maintain the roof over his Dwelling Unit in good condition and in such manner so as not to damage other portions of the building. Each owner shall share equally in the costs to repair or maintain the roof over the party wall or party fence due to normal wear or physical damage. If the roofs must be replaced, replacement will be coordinated between the building owners, so that all roofing matches in color, texture and style.
- h. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and all Common Structures shall remain in the same location as when originally erected. Each adjoining owner of a Common Structure shall have a perpetual easement in that part of the premises of the other on which the Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
- i. The cost of normal and timely maintenance of the roof shall be shared equally by the building owners sharing the roof.
- j. Each owner shall keep all exterior walls of his Dwelling Unit in good condition and repair at his sole cost and expense and will not change the color of the siding, guttering, roofing or soffits except in conjunction with the owner of the adjoining unit making the same changes.
- k. No owner shall do or permit to be done any act or thing that would tend to

depreciate the value of the building (i.e. variance in design, colors, roofing etc.).

- l. If any repairs to foundations are required, the entire foundation must be evaluated for repairs. Owners of both properties must cooperate regarding repairs to the foundation. Each party shall pay costs for his side of the foundation and shall equally share the cost of repairs to any shared foundation wall.
- m. Each owner of a lot shall be obligated to obtain a policy of homeowner's insurance with full replacement coverage and public liability coverage, so that the owner of the adjacent connected dwelling will be assured that upon a fire, accident or other unfortunate event, adequate funding will be available for reconstruction and compensation. Each lot owner is obligated at least annually to provide proof of such insurance to the owner of the adjacent connected dwelling and to the Association.

Section 8.02 Common Utilities and Building Sewers

In the event any Common Utility or Building Sewer requires repair or maintenance, when located within the Dwelling Unit, each Owner is responsible for the repair. If any Common Utility or Building Sewer requiring repair or maintenance is located outside of any Dwelling Unit, then such Common Utility or Building Sewer shall be maintained by the Association up to the public sewer system main.

Article IX. Covenants Running with Land; Enforcement; Amendment

Section 9.01 Covenants Run with Land

- a. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in Willow Court shall come, for the benefit of all the land in Willow Court. The Owners, their successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Dwelling Unit on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

- b. An Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record prior to the transfer of ownership.

Section 9.02 Enforcement of Covenants

- a. The Association and the Owner of any of the Lots shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The prevailing party in any such action shall be entitled to recovery of its costs and expenses, including reasonable attorneys' fees.
- c. Whenever the Board determines that a violation of this Declaration has occurred, and appropriate notice of said violation has been given, and is continuing with respect to a Lot, the Association may file with the office of the Recorder of Deeds of Taney County, Missouri, a Certificate setting forth public notice of the nature of the breach and Lot involved and the Board may impose a special assessment against such Lot and its Owner in an amount as determined by the Board. A violation of that is not terminated within seven (7) days of written notice of such violation by the Board to the Owner of such Dwelling Unit in violation, may result in the Board imposing a special assessment against such Dwelling Unit or Lot in an amount up to One Thousand Dollars (\$50 per day other than for violating the prohibition of renting or leasing, which shall be \$1,000.00 per day) that such Dwelling Unit or Lot remains in violation beginning with the first day of violation.
- d. Any such special assessment shall be due and payable, shall be the personal obligation of the then-Owner of each Dwelling Lot, and shall become a lien on such Dwelling Lot upon notice to such Owner of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the date until paid and shall also be part of the lien against such Dwelling Lot. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorney's fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment

being collected and the lien on the Dwelling Lot. Any such assessment shall be immediately due and payable, and non-payment within thirty (30) days from the due date thereof shall cause such assessment to become delinquent.

- e. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Dwelling Lot through proceedings in any Court in Taney County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Board may file Certificates of Non-Payment of Assessments in the office of the Recorder of Deeds of Taney County, Missouri, whenever any such assessment is delinquent. For each Certificate so filed, the Board shall be entitled to collect from the Owner of the Dwelling Lot described herein a fee established by the Board from time to time which initially shall be Seventy-Five Dollars (\$75.00), which fee shall be added to the amount of the delinquent assessment and the lien on the Dwelling Lot. Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case, the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment. No owner shall be entitled to use any common areas (other than streets) during such period of delinquency.

Section 9.03 No Waiver Implied

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Association respecting a specific violation shall constitute and be deemed as a waiver of such violation by other persons or entities.

Section 9.04 Assignment of Rights.

The Association shall have the right and authority, from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Taney County, Missouri, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Association, and upon such

assignment, the assignee shall then, for all purposes, be the Association hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

Section 9.05 Duration, Release and Modification of Restrictions.

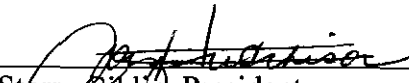

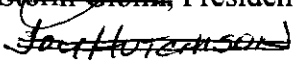
The provisions of this Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the then Owners of two-thirds (2/3) of the Lots may release Willow Court from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least thirty (30) days prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended modified or supplemented, in whole or in part, at any time, by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the Owners of two-thirds (2/3) of the Lots within Willow Court as then constituted.

Section 9.06 Severability.

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have caused this Declaration to be executed the day and year first above written.

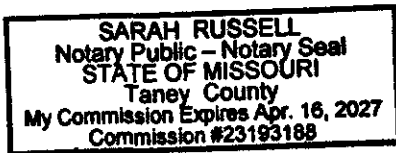
Lakewood Estates Trustees, Inc., a Missouri corporation

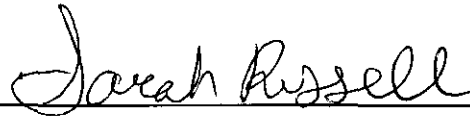
By 
Storm Giblin, President 
 STORM GIBLIN

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024 before me personally appeared Storm Giblin, to me personally known, who being duly sworn, did say that he or she is the president of **Lakewood Estates Trustees, Inc.**, a Missouri corporation (the "Corporation"), and that the foregoing instrument was signed in behalf of the Corporation by authority of its board of directors, and he or she acknowledged the foregoing instrument to be the free act and deed of the Corporation and that the Corporation has no seal.





Notary Public

Signatures of Willow Court Owners are on following pages

Sal Forte

Salvatore Forte

Elna Marie Forte

Elna Marie Forte

1 Willow Ct and ~~26 Oak Ct~~

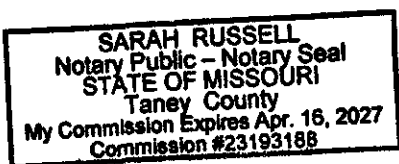
State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared Salvatore Forte, a single person and the surviving spouse of Kathleen Forte, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell

Notary Public



State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared Elna Marie Forte, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell

Notary Public



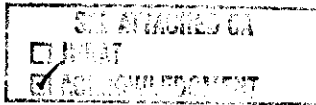
Susan Linda McDonald
Susan Linda McDonald

2 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this ____ day of February 2024, before me personally appeared Susan Linda McDonald, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.



Notary Public

Gayle Lynn Slater

Dianne R. Slater

3 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this ____ day of February 2024, before me personally appeared **Gayle Lynn Slater, a single person, and Dianne R. Slater, a single person**, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)On 9 February 2024 before me, Rya Sighler, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Susan Linda McDonald
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Owners of Unit 3

Gayle L. Slater

Gayle Lynn Slater

Dianne R. Slater

Dianne R. Slater

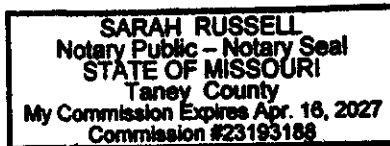
State of Missouri, County of Taney

Acknowledgment

On this 15 day of February 2024, before me personally appeared Gayle Lynn Slater, a single person, and Dianne R. Slater, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell

Notary Public



Revocable Living Trust of Richard H. Norris and Carol C. Norris Dated April 24, 1998

Carol Norris
Carol C. Norris, Trustee

4 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 15 day of February 2024, before me personally appeared **Carol C. Norris, Trustee of the Revocable Living Trust of Richard H. Norris and Carol C. Norris Dated April 24, 1998**, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, made in her fiduciary capacity.

Sarah Russell
Notary Public



The Bowman Family Revocable Living Trust Dated February 20, 2003

Pharris R. Bowman
Pharris R. Bowman, Co-Trustee

Mary E. Bowman
Mary E. Bowman, Co-Trustee

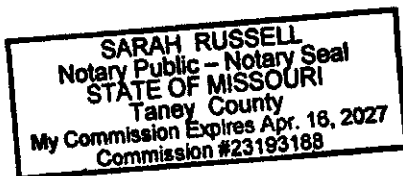
5 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared **Pharris R. Bowman and Mary E. Bowman, Co-Trustees of The Bowman Family Revocable Living Trust Dated February 20, 2003**, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed, made in their fiduciary capacity.

Sarah Russell
Notary Public



Revocable Living Trust of Patricia Ann Viviano under Agreement dated August 3, 2007, as amended on June 30, 2016

Patricia Ann Viviano
Patricia Ann Viviano, Trustee

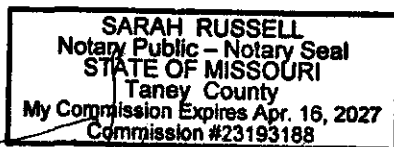
6 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2023, before me personally appeared Patricia Ann Viviano, Trustee of the Revocable Living Trust of Patricia Ann Viviano under Agreement dated August 3, 2007, as amended on June 30, 2016, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, made in her fiduciary capacity.

Sarah Russell
Notary Public



Steve DeMarco
Steve DeMarco

Wendi DeMarco
Wendi DeMarco

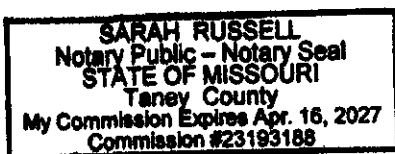
7 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 15 day of February 2024, before me personally appeared Steve DeMarco and Wendi DeMarco, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell
Notary Public



Larry D. Milton Lianne T. Milton
Larry D. Milton Lianne T. Milton

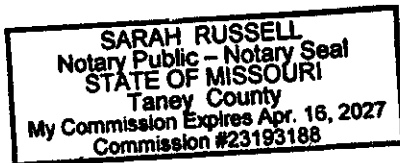
8 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared **Larry D. Milton and Lianne T. Milton**, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell
Notary Public



Revocable Trust Agreement of James P. Fulkerson and Marie Fulkerson, dated April 23, 1990

Marie Fulkerson
Marie Fulkerson, Trustee

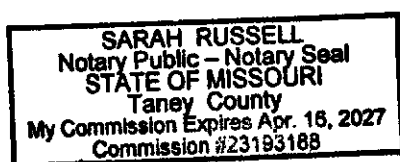
9 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared **Marie Fulkerson, Trustee for the Revocable Trust Agreement of James P. Fulkerson and Marie Fulkerson, dated April 23, 1990**, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, made in her fiduciary capacity.

Sarah Russell
Notary Public



David L. Alexander

David L. Alexander

Patsy K. Alexander

Patsy K. Alexander

10 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared David L. Alexander and Patsy K. Alexander, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.



Sarah Russell
Notary Public

Bonnie N. Hutchison, Jr.

Bonnie N. Hutchison, Jr

Joy A. Hutchison

Joy A. Hutchison

11 Willow ~~Ct~~ Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared before me personally appeared Bonnie N. Hutchison, Jr., and Joy A. Hutchison, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.



Sarah Russell
Notary Public

Gary L. Tackett Living Trust, dated September 22, 2014, and the Roxann Tackett Living Trust, dated September 22, 2014

Gary L. Tackett
Gary L. Tackett, Co-Trustee

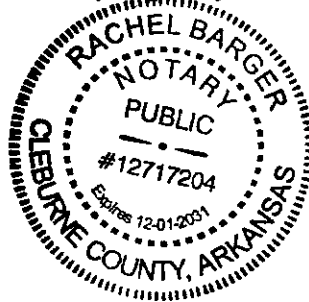
Roxann Tackett
Roxann Tackett, Co-Trustee

12 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 17 day of February 2024, before me personally appeared Gary L. Tackett and Roxann Tackett, as Co-Trustees of the Gary L. Tackett Living Trust, dated September 22, 2014, and the Roxann Tackett Living Trust, dated September 22, 2014, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed, made in their fiduciary capacity.



Rachel Barger
Notary Public

Bruce V. Humphrey
Bruce Humphrey

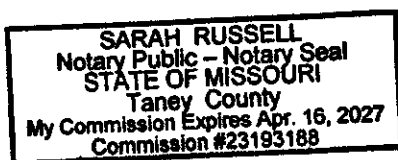
Karen Humphrey
Karen Humphrey

13 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared Bruce Humphrey and Karen Humphrey, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.



Sarah Russell
Notary Public

Arthur M. Clarry, Trustee
Arthur M. Clarry, Trustee

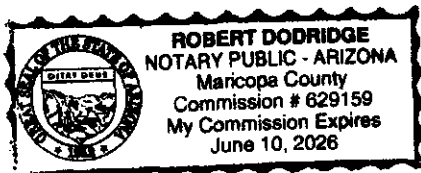
Janice G. Clarry, Trustee
Janice G. Clarry, Trustee

14 Willow Ct

^{ARIZONA}
State of ~~Missouri~~, County of ^{MARICOPA} ~~Taney~~

Acknowledgment

On this 8 day of February 2024, before me personally appeared Arthur M. Clarry and Janice G. Clarry, Trustees of the Clarry Family Trust, dated August 26, 1995, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed, made in their fiduciary capacity.



[Signature]
Notary Public

Jim L. Ames
Jim L. Ames

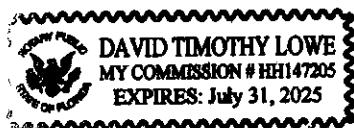
Pamela S. Ames
Pamela S. Ames

15 Willow Ct

^{Florida}
State of ~~Missouri~~, County of ^{Maricopa} ~~Taney~~

Acknowledgment

On this 15 day of February 2024, before me personally appeared Jim L. Ames and Pamela S. Ames, husband and wife, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.



[Signature]
Notary Public

Owner of Unit 16

Arlayne L. Bush

Arlayne L. Bush

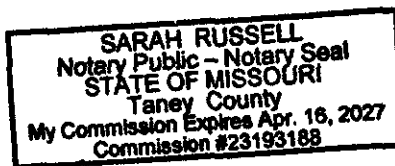
State of Missouri, County of Taney

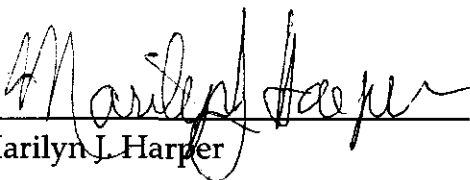
Acknowledgment

On this 5 day of February 2024, before me personally appeared Arlayne L. Bush, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed.

Sarah Russell

Notary Public



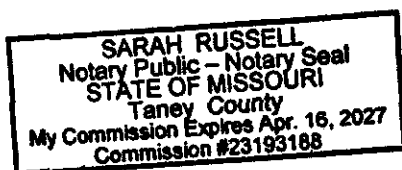

Marilyn J. Harper

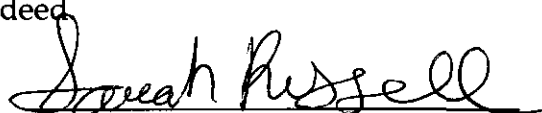
17 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared Marilyn J. Harper, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.





Kantel Enterprises, Inc., a Missouri corporation

By 

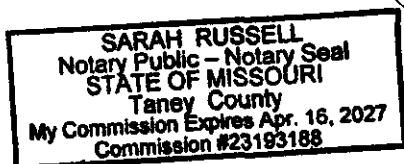
Shavonne Giblin, President

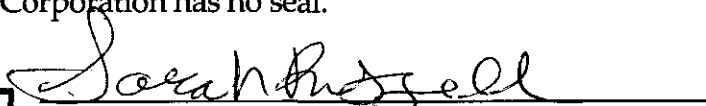
18 and 19 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally appeared Shavonne Giblin, to me personally known, who being duly sworn, did say that she is the president of Kantel Enterprises, Inc. a Missouri corporation (the "Corporation"), and that the foregoing instrument was signed in behalf of the Corporation by authority of its board of directors, and she acknowledged the foregoing instrument to be the free act and deed of the Corporation and that the Corporation has no seal.




Notary Public

Counterpart signature page for Corrective Declaration for Willow Court

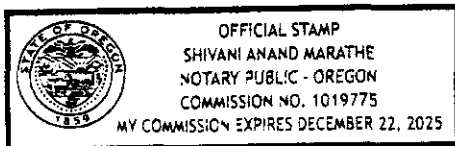
Sally Kernan Revocable Trust u/t/a dated February 16, 2017

Sally Kernan, Trustee
Sally Kernan, Trustee

20 Willow Ct

State of Oregon, County of Washington Acknowledgment

On this 6th day of February 2024, before me personally appeared **Sally Kernan, Trustee, Sally Kernan Revocable Trust u/t/a dated February 16, 2017**, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, made in her fiduciary capacity.



Marathe

Notary Public

Marjorie Helen Ward
Marjorie Helen Ward

21 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 5 day of February 2024, before me personally Marjorie Helen Ward, a single person, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed.

Sarah Russell

Notary Public

SARAH RUSSELL
Notary Public - Notary Seal
STATE OF MISSOURI
Taney County
My Commission Expires Apr. 16, 2027
Commission #23193188

The Charles and Barbara Roberts Trust dated June 5th, 2012

Barbara Roberts

Barbara Roberts, Trustee

Charles Roberts

Charles Roberts, Trustee

22 Willow Ct

State of Missouri, County of Taney

Acknowledgment

On this 15 day of February 2024, before me personally appeared Charles Roberts and Barbara Roberts, Trustees of The Charles and Barbara Roberts Trust dated June 5th, 2012, to me personally known, who being duly sworn, acknowledged the foregoing instrument to be their free act and deed, made in their fiduciary capacity.

Sarah Russell

Notary Public

SARAH RUSSELL
Notary Public - Notary Seal
STATE OF MISSOURI
Taney County
My Commission Expires Apr. 16, 2027
Commission #23193188