

DECLARATION  
SUNSET COVE ESTATES - FOURTH ADDITION

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made this 4th day of January, 1995 by SUNSET COVE, LTD., a Missouri corporation ("Declarant").

WHEREAS, SUNSET COVE, LTD., a Missouri corporation, hereinafter called "Declarant", is the owner of the real property described on the attached Exhibit "A", and Exhibit "C", which by this reference, are made a part hereof (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant desires to establish a condominium project under the Uniform Condominium Act of the State of Missouri Sections 448.1-101 to 448.4-120 R.S.Mo. 1983; and

WHEREAS, certain real estate was originally declared a condominium project known as "Pebble Shores Condominium Section I" by a Declaration recorded October 9, 1984 and filed in book 172 at pages 1314-1377 in the office of Recorder of Deeds, Stone County, Missouri; and

WHEREAS, subsequent to such Declaration, the project was foreclosed upon by the holder of a first Deed of Trust on the project; said foreclosure being conducted on the 6th day of February, 1987 and being evidenced by a Trustees Deed dated February 6, 1987 and recorded in book 183 at pages 1421-1432 in the office of Recorder of Deeds, Stone County, Missouri; and

WHEREAS, Declarant does hereby establish a plan for the ownership in fee simple of the real property estates located on the real property described in the attached Exhibit "A", and the eventual co-ownership by the individual and separate owners thereof, as tenants in common of all of the common property, which property is hereinafter defined and referred to as "common elements."

NOW, THEREFORE, Declarant has terminated the condominium and the declaration recorded in book 172 at pages 1314 to 1377 of the office of Recorder of Deeds, Stone County, Missouri; and

Declarant hereby submits the Real Estate described in the attached Exhibit "C" to a Condominium form of ownership and Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, Unit Owners, their heirs, executors, trustees, administrators, devisees, successors and assigns. This Real Estate shall constitute a subsequent Phase of SUNSET COVE CONDOMINIUMS, as the same is defined in Book 187, Pages 1031-1070, in the office of the Recorder of Deeds, Stone County, Missouri, as amended from time to time, hereinafter referred to as the "Original Declaration."

GENERAL STATEMENT OF LANDS DECLARED FOR CONDOMINIUM USE  
HEREIN, DEVELOPER COMMITMENTS AND RESERVATION OF  
DEVELOPMENT RIGHTS

SUNSET COVE ESTATES - Fourth Addition is a single and independent Declaration and Filing. Presently existing on the real estate herein described is a common element clubhouse building. Declarant commits to the transfer of the common elements to ownership by the Association as provided in the Original Declaration. All lots and units shall be sold by Declarant as provided herein. Additional buildings and units may, but need not be, constructed by Declarant (not to exceed Six Hundred Fifty (650) Units) by exercising its Development rights as provided herein on the property designated on Exhibit "D", and such units may be made a part of Sunset Cove Condominiums in the discretion of Declarant and may be made members of the Association. After exhaustion of all Development rights as set forth in the Original Declaration, Declarant's ownership of the Common Elements shall cease and be transferred to the

Association to be owned by the Association and all of the unit and lot owners. Provided however, that Declarant may, in its discretion, convey such common elements to the Association and the Owners at anytime prior to such time. The additional buildings comprising the additional phases of the project may be developed in any sequence or order to meet market demand, financing considerations and the best overall project development plan. Membership in such non-profit corporation shall require that each member or owner bear a proportionate share of the maintenance and repair of the common element, including the real property and improvements of the clubhouse, designated on Exhibit "C" and a proportionate share of the maintenance and repair of the common elements. Declarant reserves the right not to submit any portion of the real property designated on Exhibit "D" to any Phase of SUNSET COVE ESTATES - Fourth Addition and the right to use any portion of such property for other purposes. Furthermore, Declarant does not, by this Declaration commit to the completion of additional phases of SUNSET COVE or any future Common Elements on the property shown on Exhibit "D". The same will be constructed only if, as and when the marketing, economic and other conditions direct and as the Declarant, shall deem best. In the event, however, such additional phases may, in Declarant's discretion, be constructed by the Declarant each unit or lot owner of such subsequent phase may, in Declarant's discretion, be and become a member of the SUNSET COVE CONDOMINIUM OWNERS ASSOCIATION, INC., subject to the privileges and obligations of such membership. Declarant expressly reserves the right to alter the "Proposed Future Development" plan shown on Exhibit "D" in terms of land use, density and location and type of proposed improvements in any manner which, in the sole discretion of Declarant, it is determined necessary and feasible to accomplish an overall planned unit development that meets market demand taking into consideration land availability, availability of financing and overall compatibility of improvements. Declarant may withdraw part of such land and develop other parts or develop all of such land for other uses in Declarant's sole discretion.

1. Definitions. The terms used in this Declaration and the Estate Documents attached hereto unless the context shall expressly provide otherwise, shall mean:

(a) "Association" shall mean SUNSET COVE CONDOMINIUM OWNERS ASSOCIATION, INC., a Missouri Not-For-Profit Corporation, its successors or assigns, which shall be responsible for the operation, control, and maintenance of SUNSET COVE ESTATES - Fourth Addition as herein defined;

(b) "Common Elements", all portions of the property other than the units and lots and limited Common Elements such term may include personal property not located on the real estate, including but not limited to, boat docks and/or a boat storage building.

(c) "Common Expenses", the expenditures made by or financial liabilities of the Association together with any allocation to reserves;

(d) "Condominium Documents", (i) the Declaration filed on December 9, 1987 at Pages 1031 through 1070 in Book 187 in the Office of the Recorder of Stone County, Missouri, as amended from time to time, this Declaration together with the proposed future development plot plan attached hereto as Exhibit "D", and the By-Laws of SUNSET COVE CONDOMINIUM OWNERS ASSOCIATION, INC., attached hereto as Exhibit "E", and the Plat; (ii) Rights of all parties in and to the Easement shown on the Plat of Pebble Shores Condominium Section 1, recorded in Plat Book 10 at pages 82-102, now known as Sunset Cove Condominiums recorded in Plat Book 12 at pages 22-25, and the matters filed in Book 181 at page 1199, Stone County, Missouri Deed Records; (iii) Terms and conditions of the Southern Stone County Fire Protection District as shown in Book 1181, Page 1199, Stone County, Missouri Deed Records; (iv) Rights granted to the U.S. Government for Table Rock Tract #B-206-1 as shown in Book 91, page 170, Stone County, Missouri Deed Records; and (v) All matters shown of record or upon the final plats for any phase of Sunset Cove which are filed of record in the Stone County, Missouri Deed Records. The plat for Sunset Cove Estates - Fourth Addition is filed in Book 31 at pages 95-96.

(e) "Declarant", SUNSET COVE, LTD., a Missouri Corporation, and its successors or assigns;

(f) "Declaration", this instrument and amendments thereto by which the property is submitted to the provisions of the Missouri Uniform Condominium Act, as hereinafter provided, and the declaration as from time to time amended;

(g) "Development Rights" means the rights or combination of rights reserved, if any, by the Declarant in this Declaration to add real estate to the Condominium to create lots and to add or vest additional lots and common elements or limited common elements within the condominium project or to subdivide lots or convert lots into common elements or to withdraw real estate from the project.

(h) "Limited Common Elements", that portion of the common elements which is reserved for the use of a certain unit or lot to the exclusion of other units or lots. Any balcony, shutters, awnings, window boxes, doorsteps, stoops, porches, patios, and all exterior doors and windows, or other fixtures designed to serve a single unit or lot, but located outside the unit's or lot's boundaries shall be "Limited Common Elements" and are allocated exclusively to that unit or lot.

(i) "Majority" or "majority of the lot owners", as that term is used with respect to all matters shall mean the owners of more than fifty percent in the aggregate in interest of the undivided ownership of common elements. Any specified percentage of the lot owners means such percentage in the aggregate in interest of the undivided ownership.

(j) "Persons", a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

(k) "Plat", a plat or plats of survey or surveys together with amendments thereto of the parcel or parcels and of all lots which are proposed for inclusion in the property or properties submitted to the Missouri Uniform Condominium Act, which plat or plats may consist of a three-dimensional horizontal and vertical delineation of all such lots and contains the information required by the provisions of Subsection 2 of Section 448.2-109, R.S.Mo. 1983, as amended;

(l) "Property" or "Project", all the land, property or properties and space comprising the parcel or parcels, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual benefit or enjoyment of the lot owners, submitted to the provisions of the Missouri Uniform Condominium Act, and otherwise.

(m) "Record", to record in the office of the Recorder of Deeds of Stone County, Missouri;

(n) "Special Declarant Rights" means rights reserved for the benefit of a declarant to complete improvements indicated on plats and plans filed with the declaration; to hold title to the Common Elements until completion of the project as specified herein; to exercise any development right; to maintain sales offices, management offices, signs advertising the lots, and models, to use easements through the common elements for the purpose of making improvements within the lots or within real estate which may be added to the lots; to make the lot part of a larger condominium, lot, or a planned community; to make the condominium lots subject to a master association; to appoint or remove any officer of the association or any master association, or any executive board member during any period of declarant control; or to enjoy the privileges afforded Lot Owners to use the common elements even if Declarant has sold all completed lots.

(o) "Unit", a part of the property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way;

(p) "Unit Boundaries", the interior unfinished surface of a unit's floors and the lateral extensions of the interior unfinished surfaces of its perimeter wall through window frames and door frames and by doors and windows. Each Unit shall also be deemed to include air space contained between said boundary lines and the surface of doors and windows;

(q) "Unit owner" or "Lot Owner" or "Owner", the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit and/or lot.

## 2. Division of Property into Condominium Lots.

(a) The property is hereby divided into separate condominium lots. The condominium lots are respectively identified and designated by numbers as shown on the attached Exhibit "B" and Exhibit "A".

No owner shall, by deed, plat or otherwise, subdivide or cause his lot to be separated into tracts or parcels, including partition.

## 3. Ownership of Condominium Lots and Common Areas and Facilities - Ownership Percentages - Voting Rights.

(a) Each condominium lot, together with its undivided interest in the common areas and facilities to be conveyed by Declarant, shall constitute real property and may be individually conveyed and encumbered as if it were entirely independent of the other condominium lots.

(b) The owner of each condominium lot shall be seized of fee simple title to and exclusive ownership and possession of his condominium lot and of the fee simple title in an undivided interest in the common areas and facilities to be conveyed by Declarant, which undivided interest shall be a fraction, determined by using a numerator of 1 and a denominator consisting of the total number of completed and platted units and/or lots in all phases of the SUNSET COVE CONDOMINIUMS and SUNSET COVE ESTATES. The Lot Owners shall also bear the common expenses of the Association as defined herein on said basis. The ownership percentages of each lot in this phase of this condominium project is set forth on the attached Exhibit "B". The ownership percentages as set forth above shall, except as otherwise provided in this Declaration or in the Articles and By-Laws of the Association with respect to the Declarant, determine and govern the voting rights of the lot owners of this phase for all purposes on all voting matters of the Association.

## 4. Limited Common Elements.

A portion of the common elements is reserved for the exclusive use of one or more but less than all of the lot owners and such areas are referred to as "limited common elements." The limited common elements other than parking spaces and those defined in subdivisions (2) and (4) of Section 448.2-102 R.S.Mo. 1983 shall be identified on the plat. Limited common elements so identified on the plat shall, without further reference thereto, be used in connection with such lot to the exclusion of the use thereof by the other owners of the common elements, except by invitation. All of the owners of condominium lots in this condominium project shall have a non-exclusive right in common with all of the other owners to the use of sidewalks, pathways, driveways, streets, and exterior exit balconies within the entire condominium project. No reference thereto, whether such limited common elements are exclusive or no-exclusive, needs to be made in any deed, instrument of conveyance or other instrument, and reference is made to the provisions of paragraph 5 of this declaration.

## 5. Plat.

Simultaneously with the recording of the declaration there shall be recorded a plat which plat shall be made by a registered and licensed Missouri land surveyor. The plat of the real estate described on Exhibit "A" is recorded in Book 31, at Page 95-96 in the

office of the Recorder of Deeds, Stone County, Missouri.

6. Description of Condominium Lot.

(a) Every contract for sale of a condominium lot, written before or after the recording of the plat or this declaration, every deed, lease, mortgage, trust deed, will or other instrument may legally describe a condominium lot by its identifying lot designation, lot number, if any, followed by the name of this lot with further reference to the plat and declaration filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the lot, but also the owner's corresponding percentage of ownership in the common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a perpetual non-exclusive easement for ingress and egress to and from and owner's lot to and from the public road and use of the limited common elements appurtenant to his lot.

(b) The reference to the plat and declaration in any instrument shall be deemed to include any supplements or amendments to the plat or declaration without specific reference thereto.

(c) No lot owner shall execute any deed, mortgage, lease, trust deed, contract, will or other instrument conveying or mortgaging title to his lot without including the lot interest in the common elements, it being the intention hereof to prohibit any severance of such combined ownership. Any contract, deed, mortgage, lease, trust deed, will or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the lot interest in the common elements may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the entire lot to which such interests are appurtenant.

7. Form of Ownership - Title.

A condominium lot may be held and owned in any real property tenancy relationship recognized under the laws of the State of Missouri.

8. Inseparability of a Condominium Lot.

Each lot, the appurtenant undivided interest in the common elements and the appurtenant limited common elements shall together comprise one condominium lot, shall be inseparable and may be conveyed, leased, devised or encumbered only as a condominium lot. Each lot may be owned by more than one person or entity as tenants in common, joint tenants, tenants by the entirety, or otherwise, as permitted for ownership of any real estate, however no lot shall be split into a time sharing or similar form of split ownership.

9. Separate Assessment and Taxation of Condominium Lots.

Each lot and the undivided interest in the common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

10. Non-Partitionability of Common Elements.

Once conveyed, the common elements shall be owned in common by all of the owners of the lots and shall remain undivided, and no owner shall bring any action for partition or subdivision of the common elements, limited common elements, or otherwise.

11. Easements.

(a) Encroachments. In the event that any portion of the common elements encroaches upon any lot or lots; or in the event that any portion of a lot encroaches upon any other lot or lots, encroachment shall occur in the future as a result of: (1) settling of a building;

or (2) alteration or repair to the common elements; or (3) repair or restoration of a building(s) and/or a unit(s) after damage by fire or other casualty, or condemnation or encroachment and for the maintenance of the same as long as the building(s) stands or encroachment exists. In the event that any one or more of the lots or buildings or other improvements comprising part of the common elements are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the lots for purposes of marketability of title or other purposes. In interpreting any and all provisions of the declaration, subsequent deeds to and/or mortgages relating to condominium lots, the actual location of a lot shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such lot indicated on the plat.

(b) Maintenance Easement. An easement is hereby granted to the Association and the Declarant, their officers, agents, employees and assigns upon, across, over, in and under the common necessary or appropriate to perform the duties and functions which they are obligated and/or permitted to perform pursuant to this declaration, including the right to construct and maintain on the common elements maintenance and storage facilities for the use of the Association and the Declarant. Further, an easement is hereby granted to the Declarant, its agents and employees and the Association, its employees and third party contractors for ingress and egress to any condominium lot within the project in order to permit Declarant to perform any necessary maintenance and/or repairs required of it under the terms and provisions of any purchase agreement between Declarant and the owner of an individual condominium lot.

(c) Emergency Easement. An easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all streets and upon the project in the performance of their duties.

(d) Maintenance of Limited Common Element Easement. There is hereby granted to each owner of a condominium lot an easement on, over and across the common elements as may be necessary or appropriate, to enable such owner to perform maintenance, repair and other work upon limited common element appurtenant to his lot.

(e) Easement for Exercise of Special Declarant Rights. The Declarant shall have the right, to grant and reserve easements and rights-of-way through under/over and across the property for purposes of and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, cable television, drainage, gas, electricity, telephone and other utilities to service this phase of condominium and subsequent phases of SUNSET COVE ESTATES - Fourth Addition and/or SUNSET COVE CONDOMINIUMS if, as and when developed. There is further specifically reserved an easement for ingress and egress for walkway and vehicular traffic to the Declarant through, over and across the property described on Exhibit "A" for purposes of development and construction of subsequent phases of SUNSET COVE ESTATES - Fourth Addition which reserved rights in this Paragraph (e) shall expire sixteen (16) years from the date of the recording of this Declaration.

(f) Reserved and Granted Easements for Ingress and Egress. There is specifically and respectively granted and reserved cross easements for ingress and egress for walkway and vehicular traffic to and for lot owners of all condominium lots of SUNSET COVE ESTATES - Fourth Addition and all lot owners of subsequent phases of SUNSET COVE ESTATES if the same shall be developed over and across the areas so designated on Exhibit "A". The Declarant shall have the right to enter upon and within any property in the Project at any time reasonable under the

circumstances for any purpose reasonably related to the performance of its rights, duties and obligations in connection with the Project.

12. Termination of Mechanic's Lien Rights and Indemnification.

Subsequent to the completion of the improvements described on the plat, no labor performed or materials furnished and incorporated on a lot with the consent or at the request of the lot owner, his agent, his contractor, or subcontractor shall be common elements or against the lot of any other lot owner who did not expressly consent to or request the services or materials. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the lot of any other owner or against the common elements for construction performed or for labor, materials, services or other products incorporated on an owner's lot at such owner's consent or request, including all reasonable attorney's fees incurred in the defense of such claim.

13. Administration of the Association.

(a) The interests of all owners of condominium lots shall be governed and administered by an Association named SUNSET COVE CONDOMINIUM OWNERS ASSOCIATION, INC. The Articles of Incorporation and By-Laws of the Association shall govern its administration. The By-Laws of the Association are attached hereto as Exhibit "E".

(b) An owner of a condominium lot upon becoming an owner shall be a member of the Association and shall remain a member for the period of ownership.

(c) The Association by its Executive Board may contract for and pay for the services of a managing agent who shall perform all such duties prescribed by said Executive Boards.

14. Declarant Control of Executive Board.

(a) The Executive Board of the Association shall be appointed by the Declarant and may be removed or re-elected by Declarant. After the earlier of: (1) The date set forth in the Original Declaration; or (2) Complete development of all phases of the SUNSET COVE PROJECT and exhaustion of all of Declarant's development rights. By written notice delivered to any member of the Executive Board the Declarant may voluntarily surrender the reserved right to appoint and remove members of the Executive Board prior to the occurrence of the earlier of the above events.

15. Access to Lots for Maintenance, Repairs and Emergencies.

(a) The owners shall have the irrevocable right, to be exercised by the resident manager, managing agent, or Executive Board of the Association, to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom; provided, however, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the common elements or to another lot.

(b) Damage to the interior or any part of a lot resulting from the maintenance, repair, emergency repair, or replacement of any of the common elements or as a result of emergency repairs provided, however, that if such damage is caused by negligent or tortious act of a lot owner, members of his family, his agent, employees, invitee, licensee or tenant, then such lot owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same condition in which they existed prior to the damage. All maintenance, repairs and replacements of the common elements, whether located inside or outside of the lots (unless necessitated by the negligence, misuse or tortious act of a lot owner, in which case such expense shall be charged to such lot owner), shall be the common expense of all of the owners.

16. Owner's Maintenance Responsibility for His Unit.

(a) For maintenance purposes, an owner shall be obligated to keep in good repair and condition the walls, the materials such as, but not limited to, plaster, plasterboard, gypsum dry wall, paneling, wallpaper, tiles, paint, finished flooring, wall and floor tile (but not including the sub-flooring, which makes up the finished surface of the perimeter walls), ceilings and floors within his unit, (including all unit doors, screens, and windows, both interior and exterior). The lines, pipes, wires, conduits or systems (which for brevity are hereinafter referred to as utilities) running through his unit which serve more than one (1) unit are general common elements. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Executive Board of the Association. An owner's right to repair, alter and remodel the interior of his unit shall be coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials of at least the same quality.

(b) An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed within the unit commencing at a point where the utilities enter the unit shall be maintained and kept in good repair and condition by the owner thereof/ provided, however, that if any such fixtures and equipment are damaged as a result of an external force or cause, and if such damage is not covered by insurance, the cost of repair shall be an Association expense (a common expense of all of the condominium unit owners). An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. An owner shall always keep the limited common elements appurtenant to his lot in a clean and sanitary condition and shall not use nor permit use thereof in such a manner as will be offensive to another owner of reasonable sensitivities. If pipes freeze and/or leak, causing damage to another unit or lot, someone else's property or the common area, it shall be the responsibility of the owner and not the Association, to make and pay for all such repairs.

17. Maintenance of the Common Elements of the Condominium and Real Property and Improvements Designated on Exhibit "C".

(a) The maintenance and operation of the buildings including Common Elements and Limited Common Elements in SUNSET COVE ESTATES - Fourth Addition shall be the responsibility and the expense of the Association and a common expense of all of the ownership of the common elements set forth in Paragraph 3(b) of this Declaration.

(b) There shall be no additions, alterations, or improvements of or to the common elements and limited common elements by the Association requiring an assessment in excess of Two Hundred Fifty (\$250.00) Dollars per lot in any one calendar year without prior approval of a majority of the owners. Such approval shall be expressed by a vote in favor thereof by the owners of a majority in interest at a special or regular meeting of the Association members. Such limitation shall not be applicable to the replacement, repair, maintenance or obsolescence of any common element or limited common element or common personal property.

18. Compliance with Provisions of Declaration Mandatory.

(a) Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the Rules and Regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully adopted pursuant thereto and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Executive Board in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.



19. Revocation or Amendment to Declaration.

(a) Except as is otherwise provided, this Declaration shall not be revoked unless all of the owners and all of the holders of any recorded first mortgage or first deed of trust covering or affecting any or all of the condominium lots in the project consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein for exercise of Special Declarant Rights this declaration shall not be amended unless the owners representing an aggregate ownership interest of seventy-five (75%) percent, or more, of the common elements in the project and all of the holders of recorded first mortgages or deeds of trust consent and agree to such amendment by instrument(s) duly recorded. The undivided interests in the common elements appurtenant to each lot shall have a permanent character and shall not be altered without the consent of all of the lot owners and all of the holders of recorded first mortgages or first deeds of trust as expressed in an amended declaration duly recorded.

(b) No amendment shall adversely affect the rights of first mortgagees in regard to any mortgage in which it is a mortgagee unless the instrument of amendment bears the consent of each first mortgagee.

(c) In the event that any provision of any amendment is inconsistent with the Law, the latter shall govern.

(d) Notwithstanding the foregoing provisions, any Articles of Incorporation of the Association may be amended as provided therein and The Missouri General Not-For-Profit Corporation Act, and the By-Laws of the Association may be amended as provided in said By-Laws.

20. Special Declarant Right to Amend Declaration.

(a) Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasipublic or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell and insure or guarantee deeds of trust covering condominium lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each owner, each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a condominium lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of and a consent to the reservation of power to Declarant to make, execute and record special amendments. Nor special amendments made by Declarant shall adversely affect or impair any deed of trust upon a condominium lot or any warranties made by an owner or holder of a deed of trust in order to induce any of the foregoing agencies or entities to make, purchase, insure or guarantee the deed of trust on such owner's condominium lot and/or (iii) revise this Declaration to permit construction of condominium structures which are consistent with the theme and quality of other phases of the SUNSET COVE CONDOMINIUM PROJECT.

21. Assesment for Common Expenses.

(a) All owners shall be obligated to pay the estimated assessments imposed by the Executive Board of the Association to meet the common expenses. The common expenses of the Association shall be assessed among all of the condominium unit and lot owners, in accordance with Paragraph 3 of this Declaration. The limited common elements shall be maintained as common elements, and no lot owner shall be separately assessed therefor. Assessments for the estimated common expenses of the Association shall be due in advance monthly on the first (1st) day of each month. The statements for common expenses shall be prepared and

delivered or mailed to each owner. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual condominium lots. The initial monthly common expense shall be One Hundred Fifty (\$150.00) Dollars per month per unit, and Eighty-Five (\$85.00) Dollars per month per lot, subject to amendment and change as provided herein.

(b) Each lot owner's obligation to begin payment of assessments shall begin on the date of the final settlement of the lot owner's purchase and, in the case of construction by the Declarant, shall begin on the first day of the next calendar month following the month in which the closing of the purchase and sale of the condominium lot occurs.

(c) In the event the ownership of a condominium lot, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(d) Assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Board of the Association shall from time to time determine is to be paid by all of the condominium lot owners, including Declarant to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the common elements which are the responsibility of the Association which sum may include, but shall not be limited to, expenses of management, taxes and special assessments until separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collection, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, on behalf of the lot owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the Association, for a deficit remaining from a previous period, for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the common elements.

(e) Pursuant to the provisions of Paragraph 27 of this Declaration, the Board may levy such assessments for the purpose of defraying the cost of repair or reconstructing the improvements in the event of their damage, all as more particularly set forth in said Paragraph 27.

(f) The Association by its Board may levy a special assessment against any individual lot or any lot owner for the reasonable expenses incurred in the reconstruction or repair to the common elements, limited common elements, the individual lot of any lot owner or the real property and improvements owned by the Association for damage or destruction caused by said individual lot owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

(g) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owner's obligation to pay same.

(h) The Association shall have all of the powers of associations enumerated in Section 448.3-102 R.S.Mo. 1983, as amended.

## 22. Insurance.

(a) The Board of the Association as its interests may appear shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Missouri Insurance Commissioner, and written with companies licensed to do business in Missouri and have a Best's Insurance Report rating of A (Excellent), Class X or better, covering the risks set forth below. The Board of the Association shall not obtain any policy where: (1) under

the terms of the insurance company's charter, by-laws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee; or (2) by the terms of the carrier's charter; by-laws or policy, loss payments are contingent upon action by the company's board of directors, policyholders or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire condominium project and any property, the nature of which is a common element (including all of the units and fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by unit owners) together with all service equipment contained therein in an amount equal to the maximum replacement value, without deduction for depreciation if such coverage is available.

(2) If the condominium project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the condominium project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the mortgages on the condominium lots comprising the condominium project.

(3) Public liability and property damage insurance in such limits as the Board of the Association may from time to time determine, but not in an amount less than \$500,000 per injury, per person, per occurrence and umbrella liability limits of \$500,000 per occurrence, covering claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association and activities in connection with the ownership, operation, maintenance and other use of the project.

(4) Worker's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(5) The Association may purchase fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(6) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including plate or other glass insurance and any personal property of the Association located thereon.

(b) All policies of insurance to the extent obtainable shall provide that:

(1) Each Lot Owner and the Declarant is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;

(2) The insurer waives its rights to subrogation under the policy against the Declarant and any Lot Owner or members of his household;

(3) No act or omission by the Declarant or any Lot Owner, unless acting within the scope of his authority on behalf of the Association will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a lot owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

(5) That such policies may not be canceled or modified without at least ten (10) days' prior written notice to all of the insureds, including mortgagees. If requested in writing by one or more of the mortgagees, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the SUNSET COVE OWNER'S ASSOCIATION, INC., as the insured, as attorney-in-fact for all of the condominium lot owners, which policy or policies shall identify the interest of each condominium lot owner (owner's name and lot number designation) and first mortgagee. Further, the Association shall require the insurance company or companies providing the insurance coverages described herein to provide each owner and mortgagee a certificate of insurance in regard to such owner's individual condominium lot.

(c) Condominium lot owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Executive Board of the Association shall not be affected or diminished by reason of any such additional insurance carried by any lot owner.

(d) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personalty or other property belonging to an owner and public liability coverage within each lot shall be the sole and direct responsibility of the lot owner thereof, and the Board, the Association, and/or the managing agent shall have no responsibility therefor.

(e) In the event that there shall be any damage or destruction to, or loss of or taking of a lot which exceeds \$1,000.00 or any damage or destruction to, or loss to or taking of the common elements which exceeds \$10,000.00 then notice of such damage or loss or taking shall be given by the Association to each first mortgagee of said condominium lot within ten (10) days after the occurrence of such event and the cost of repair is determined.

(f) Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his immediate family, guests, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify and hold harmless the Association, Declarant and all other Owners against any such costs.

(g) The Association may provide insurance coverage on any lot, parcel or improvement, including liability, located on the real estate described on Exhibit "A".

### 23. Owners' Personal Obligation for Payment of Assessments.

(a) The amount of the common expenses assessed by the Association against each condominium lot shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements, the real property and improvements owned by the Association or by abandonment of his lot. The Board of the Association shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the due date for payment thereof. In the event of default in the payment of the assessment, the lot owner shall be obligated to pay interest at the rate of Nine (9%) Percent per annum on the amount of the assessment from the due date thereof, together with all expenses of collection, including attorney's fees incurred, together

with such late charges as provided by the By-Laws and Rules and Regulations of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the lien, nor shall such suit be or construed to be a waiver of the lien.

24. Association Lien for Non-Payment of Common Expenses.

(a) All sums payable by an owner and/or assessed by the Association but unpaid for their share of common expenses or damages chargeable to any condominium lot shall constitute a lien on such lot superior to all other liens and encumbrances, except only for tax and special assessment liens on the condominium lot in favor of any assessing unit, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the condominium lot and a description of the condominium lot. Such a notice of lien shall be signed by one of the Board or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the County Clerk and Recorder. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure of the defaulting owner's condominium lot by the Association in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The owner of the condominium lot being foreclosed shall be required to pay to the Association the monthly common assessment for the condominium lot during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the condominium lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any mortgagee holding a lien on a condominium lot may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such lot, and upon such payment, such encumbrancer shall have a lien on such lot for the amount paid of the same rank as the lien of his mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a mortgagee, the Association shall report to the mortgagee of a condominium lot any unpaid assessment remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a mortgagee shall have furnished to the Association notice of such encumbrance.

(d) The recorded lien may be released by recording a Release of Lien to be signed by an officer of the Association on behalf of the Association.

(e) Notwithstanding any of the foregoing provisions, any mortgagee who obtains title to a condominium lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the lot free and clear of all common expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessment.

25. Ascertainability of Unpaid Common Expenses.

(a) The lot owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days' written notice to the Board of the Association and upon payment of a reasonable fee, shall be furnished a statement of his account. The statement of account shall include the amount of any unpaid common

expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request shall be complied within ten (10) days after receipt of such written request, all unpaid common expenses which become due prior to the date of such request shall be subordinate to the rights of the person requesting such statement.

(b) The provisions set forth in this paragraph shall not apply to the initial sales and conveyances of the condominium lots made by Declarant, all such initial sales shall be free from all common expenses to date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

26. Priorities of Association Lien for Common Expenses.

(a) The owner of a condominium lot may create a junior mortgage (junior to the lien, deed of trust or other encumbrance of a first mortgage), liens or encumbrances on his condominium lot; provided, however, that any such junior mortgages, liens or encumbrances shall always be subordinate to the prior and paramount lien of the Association for common expenses and all of the terms, conditions, covenants, restrictions, uses, limitations and obligations under this declaration, the Association Articles of Incorporation and By-Laws and provided, further, that such junior encumbrance(s) shall release, for purposes of restoration of any improvements upon the encumbered condominium lot, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association and if such request is not granted, such release may be executed by the Association and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

27. Destruction, Damage or Obsolescence - Association as Attorney-in-Fact.

This declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the condominium lot in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any condominium lots, common elements or limited common elements which has been so destroyed, damaged, condemned or becomes obsolete. Title to any condominium lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the project upon its damage, destruction, obsolescence or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or assistant secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a condominium lot owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the condominium lot owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the project upon its destruction, damage, obsolescence, or condemnation shall be appointed. Said appointment must be approved by the owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the common elements and at least seventy-five (75%) percent of the first mortgagees of the condominium lots. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each lot

and the common elements and limited common elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the project's original architectural plan and scheme to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless eighty (80%) percent of all of the owners and all first mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth and only in the event that Declarant has ceased ownership of the common elements or in the event Declarant still owns the common elements, if Declarant agrees with the decision not to rebuild made by such owners and mortgagees.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact to cause the repair and restoration of the improvement(s). Assessments for common expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the lot owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred eighty (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:

(1) The property shall be deemed to be owned in common by the lot owners;

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

(3) Any liens affecting any of the lots shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the lot owner in the property as provided herein; and

(4) The property shall be subject to an action for partition at the suit of any lot owner, in which event the net proceeds of 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 lot owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the lot owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each lot owner. Assessments for the common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

(c) The owners representing an aggregate ownership interest of eighty (80%) percent or more, of the common elements in this condominium project may agree that the common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least eighty (80%) percent of the first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium lot of any owner refusing or failing to

pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the condominium lot of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of twelve (12%) percent per annum, and all reasonable attorney's fees. The proceeds derived from the sale of such condominium lot shall be used and disbursed by the Association, as attorney-in-fact, as follows:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium lot owner.

(d) Not less than eighty (80%) percent of the lot owners and all of the first mortgagees of the lots may, by affirmative vote at a meeting of lot owners duly called for such purpose, elect to sell the condominium property. Such action shall be binding upon all lot owners, and it shall thereupon become the duty of every lot owner to execute and deliver such instruments and to perform all acts in any manner and form as may be necessary to effect the sale. Any lot owner who did not vote in favor of such action and who has filed written objection thereto with the manager or Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, less the amount of any unpaid assessments or charges due and owing from such lot owner. The value of such interest, for the purposes of this chapter, shall be that percentage of the total value of the property determined by fair appraisal which represents the ownership percentage of the common elements allocated to the lot owned by such objecting owner.

## 26. Condemnation.

If at any time or times during the continuance of the condominium lot ownership pursuant to this declaration, all or any part of the condominium lot shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of the Article shall apply:

(a) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award" shall be payable to the Association.

### (b) Complete Taking.

(1) In the event that the entire condominium lot is taken or condemned, or sold or otherwise disposed of in lieu of or avoidance thereof, the condominium lot ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the owners on the same basis of each condominium lot owner's interest in the common elements, provided however, that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(2) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable



determine the share of the Condemnation Award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable as follows:

(i) For payment of the balance of the lien of any first mortgage;

(ii) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;

(iii) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;

(iv) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(v) The balance remaining, if any, shall be paid to the condominium lot owner.

(c) Partial Taking. In the event that less than the entire lot is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the lot ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts allocated among the owners as follows: (1) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the owners on the basis of each owner's interest respectively in the common elements; (2) the total amount allocated to severance damages shall be apportioned to those condominium lots which were taken or condemned; (3) the respective amounts allocated to the taking of or damage to a particular lot and to the improvements an owner has made within his own lot shall be apportioned to the particular lot involved; and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 27(c) (1) through (5).

(d) The Association shall timely notify each first mortgagee of any condominium lot of the commencement of the condemnation proceedings or eminent domain proceedings and shall notify said mortgagees in the event of the taking of all or any part of the common elements, if the value of the common elements taken exceeds \$10,000.00.

29. Registration of Mailing Address.

Each owner shall register his mailing address with the Association and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addresses in the name of the owner at such registered address.

30. Period of Condominium Estates Ownership.

The separate condominium estates created by this declaration and the plat shall continue until this declaration is revoked in the manner and as is provided in paragraph 19 of this declaration, or until terminated in the manner and as is provided in subparagraph (c) or (d) of paragraph 27 of this declaration.

31. Assessment Reserves.

Each Owner, other than the Declarant, may, in the discretion

of the Association, be required to deposit and to maintain with the Association up to six times the amount of the current estimated monthly common assessments of the Association, without interest, which sums shall be used by the Association as a reserve for paying such owner's common assessment, for purchase of equipment and supplies and for working capital. Such reserve shall be reviewed from time to time, and any deficiency shall be assessed to the owner so that the amount required herein shall be maintained. Such advance payment shall not relieve an owner from making the regular payments of the monthly common assessment as the same come due. Upon the sale of his condominium lot, an owner shall be entitled to a credit from his grantee for any unused portion thereof, and the amount of any deficiency in the reserve account shall be paid to the Association for the purposes herein set forth immediately following such sale. The initial deposit shall be due from the owner at the closing of his purchase.

### 32. Restrictive Covenants and Obligations.

(a) Except for Declarant, each Owner shall use his Condominium Lot solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Condominium Lot, Common Element, or Limited Common Element. No Owner shall use nor permit such Owner's Condominium Lot nor any Common Element or Limited Common Element to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Executive Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations of the Association); or which would interfere, unreasonably, with the use and occupancy of the Project by other Owners. Unless otherwise approved by Declarant, no part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Condominium Lot shall be used in any Condominium Lot unless they are white or beige or some other color approved by the Executive Board. No animals or pets shall be permitted on the premises without the written consent of the Association. No campers, motorhomes, inoperative vehicles, trailers, trucks exceeding one ton capacity or any immobile item shall be parked on the parking areas. No motorcycles, motor Bikes, recreational vehicles, or 3- or 4-wheelers shall be permitted. Golf carts (gas or electric) are permitted.

(b) Except for special Declarant rights reserved herein, no buildings or structures shall be moved from other locations onto said premises, and no buildings other than buildings shown on the plat (filed or to be filed) shall be erected, altered, or constructed on the property except by vote of a majority in interest of the condominium lot owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently. No peripheral or containment fencing is allowed.

(c) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Condominium Lot, or to take such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. Except Declarant, no Owner shall have any right to place any sign in or on any Condominium Lot or elsewhere on the Project without the prior written consent of the Executive Board, and the Board shall have the right to remove any sign so placed without permission.

(d) Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of such Owner's Condominium Lot, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any Limited Common Element or Common Element, and provided that all such action is performed in good and workmanlike manner.

(e) Notwithstanding any provisions contained to the contrary, it shall be expressly permissible for the Declarant, its agent, employees and contractors to maintain during the period of construction and sale of the condominium lots, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale or rental of condominium lots and interests therein, including but without limitation, a business office in lots owned by Declarant, storage area, construction yard, signs, model lots in all lots owned by Declarant, sales offices in lots owned by Declarant, sales offices in the clubhouse, parking areas and lighting.

(f) Rules and regulations may be adopted by the Board of the Association concerning and governing the use of the common elements and limited common elements and the property owned by the Association. Such rules and regulations shall be furnished to lot owners prior to the time that they become effective. Such rules and regulations shall be uniform and non-discriminatory. The rules and regulations of the Association shall affect only those common elements and limited common elements and the real property and improvements that said Association is obligated by this Declaration to maintain.

(g) Each Owner may lease or sublet such Owner's Condominium Lot for a period of ninety (90) days or more, but only in accordance with the provisions of this Paragraph 32; provided however, the provisions of this Paragraph 32 shall not apply to Declarant, nor shall they apply to any Mortgagee who obtains the ownership of a Condominium Lot pursuant to remedies provided in a Mortgage, or foreclosure thereof, or deed of assignment in lieu of foreclosure. If any Owner, other than those exempted from the operation of this Paragraph 32 by the immediately preceding sentence, shall desire to lease or sublet such Owner's Condominium Lot, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provision of the proposed lease agreement (no lease shall be for less than ninety (90) days) and shall include a copy of the written lease proposed to be executed. Within seven (7) days of the receipt of such notice, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Condominium Lot in question pursuant to such proposed lease agreement, and any such attempted lease shall be void and of no force and effect. The Association may resort to any remedies available to it, including proceeding of forcible entry and detainer and the remedies set out in Paragraph 24 and otherwise herein, to enforce provisions of this Paragraph 32. The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate, or that the security deposit required thereunder is not adequate to protect the interests of the other Owners in maintaining the integrity of the Project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. In any event, no lease agreement shall be entered into unless and until the proposed tenant thereunder has deposited with the Association, if required by the Board, a good and sufficient security deposit to cover the portion of the Common Expense Charge attributable to such Condominium Lot. The amount of such security deposit shall be set by the Board in a reasonable amount to protect the Association and the other Owners, due regard being given to the credit worthiness of the proposed tenant, the length of the term of the proposed lease, and such other factors as the Board may determine. Nothing in this Paragraph 32 shall be deemed to, construed as, or used in any way to discriminate against any proposed tenant on the account of race, color, creed, sex, or religion.

NOTWITHSTANDING THE FOREGOING, SUNSET COVE, LTD. is the owner of the real estate described on the attached Exhibit "A"; and

It is the desire and intention of the Declarant to sell the

premises set forth on the attached Exhibit "A" after subdividing same and filing a plat thereof and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvements for the benefit of all the lots in SUNSET COVE ESTATES - FOURTH ADDITION and the owners thereof and the future owners of said lots and lands;

It is the intention of the Declarant to treat the lots described on the attached Exhibit "A" as an independent single family residential subdivision contained within the SUNSET COVE CONDOMINIUM PROJECT for the purposes of development, ownership, construction, maintenance and repairs of the lots and improvements thereon. Declarant hereby declares that all of the property described on the attached Exhibit "A" shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, developed and improved, subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the said SUNSET COVE ESTATES - FOURTH ADDITION, and the improvements and sale of the lots as they are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and lots and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the SUNSET COVE ESTATES - FOURTH ADDITION lots described on the attached Exhibit "A" or any part thereof. To the extent the following provisions are inconsistent with the preceding declarations and restrictions, the following declarations and restrictions shall control and govern.

(h) Architectural Control Committee

(1) Designation of Committee: Sunset Cove Condominium Owners Association, Inc., hereinafter referred to as the "Association", shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Declarant or the Board of Directors of the Association. Until all lots are sold by the Declarant, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such Committee may be removed at any time by the Declarant without cause. Until all lots are sold, the Declarant shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

(2) Function of Architectural Control Committee: No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), demolished, maintained or permitted to remain on any portion of a lot until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such Committee as provided in Section 5 hereinbelow. - The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The Architectural Control Committee shall have discretion in the refusal or approval of plans and specifications, PROVIDED HOWEVER, that reasonable consent and approval of plans and specifications by the Architectural Control Committee shall not be withheld. In the event of a dispute concerning the refusal of the Architectural to approve certain plans and specifications, applicant and the Architectural Control Committee shall each select one disinterested person to act as an arbitrator. Such individuals shall then select a third disinterested person to act as a third arbitrator, and the dispute shall be submitted to the three arbitrators; the hearing (trial) on all such matters shall be in Springfield, Missouri. The decision of a majority of said three arbitrators shall be final, conclusive and binding upon the applicant and the Architectural Control Committee. Approval by the Architectural Control Committee is in addition to and not in lieu of the requirements of county ordinances, codes, rules and regulations. The Architectural Control Committee may make such rules, guidelines, regulations and bylaws as it may deem appropriate to govern its proceedings.

(2) Content of Plans and Specifications: The plans and specifications to be submitted and approved as provided in Section 5

hereinbelow shall include the following:

- (a) Complete plans and specifications for all construction, alteration or demolition covering the exterior of any building and the entirety of any other improvement, including working drawings, materials, brochures, structural design, cut sheets for architectural details and evidence of the construction procedures to be used, and a construction schedule with estimated dates for completion of each phase of the work;
  - (b) Site plan showing all trees to be removed greater than two (2) inches in diameter, the location of buildings, parking areas and driveways, landscaped areas, pedestrian walkways, below ground utility equipment and facilities, and other improvements and the computation of the total area not covered by buildings, the total area covered by landscaping and pedestrian walkways;
  - (c) Storm drainage construction plans and final grading plans;
  - (d) All building elevations, sections, roof plans and floor plans;
  - (e) Color and material samples of the exterior finish;
  - (f) Site lines to and from all buildings;
  - (g) Landscape and irrigation plan showing all materials and containing a plant list specifying the type, size and number of plants, and including walkways, walls and fences, berms and barriers, elevation changes and watering systems;
  - (h) A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, waterways, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated;
  - (i) Utility connections;
  - (j) Fire protection system;
  - (k) Assurance that the proposed construction company will enter into a contractor's rock agreement, a copy of which will be on file with the association and available for inspection, providing for minimum blasting standards and minimum protection from blasting damage.
  - (l) No propane gas tanks shall be permitted;
  - (m) No vinyl or metal siding will be permitted;
  - (n) Prior to and during excavation, all trees two (2) inches in diameter must be tagged which are within improvements. The Project Manager or other designated representative of Sunset Cove, Ltd. will be notified by the property owner and a tagged tree count will be conducted. At the termination of excavation and again during and after construction, if necessary, Sunset Cove will conduct tree counts as stated above and levy a penalty in the amount of \$250.00 for each tagged tree that has been damaged or removed.
  - (o) Any other materials or documents requested by the Committee.
- (4) Definition of "Improvement": Improvement shall mean and include all buildings, roofed structures, parking areas, loading areas, tracks, fences, walls, hedges, mass plantings, poles, driveways, pools, ponds, waterways, drainage areas, lakes, dams, swimming pools, tennis courts, signs, changes in any exterior color or shape, changes in any exterior windows, and any new exterior improvement exceeding One Thousand (\$1,000.00) Dollars in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would

be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

(5) Basis of Approval: Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, site lines, conformity and harmony of external design and of location with neighboring structures and sites, conformity with natural surroundings and aesthetic considerations, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. If, in the judgment of the Architectural Control Committee the circumstances require, the Committee may grant variances from the terms and conditions of this Declaration.

(6) Limitation of Liability: Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

(7) Maintenance and Restoration of Construction Sites: During construction, the construction site shall be kept free of debris and shall be periodically cleaned and cleared of debris and unnecessary hazards. Upon completion of any construction upon any part of a lot, tract or parcel of land, the owner shall complete all landscaping in accordance with the landscaping plan as submitted to the Architectural Control Committee, and shall complete all improvements and remove all construction materials and debris, all within thirty (30) days following the completion of construction, PROVIDED HOWEVER, that the date for completion may be extended by the written approval of the Architectural Control Committee if warranted due to adverse weather conditions or other causes beyond the control of owner. In the event said actions are not completed within the applicable time period, Declarant or the Association may complete said actions at the expense of the owner. Upon completion, all maintenance of improvements shall be the sole and separate responsibility of the Owner of the lot. No burning of trees or other materials shall be permitted on the Project without the prior written approval of the Declarant.

(8) Inspection: All improvements shall be constructed in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to this Article. The Architectural Control Committee or its designated representatives may, if the Committee so elects, monitor any approved improvements for the purpose of determining that the construction of such improvements complies with any and all approved plans and specifications and that the site is being maintained in accordance with this declaration. The Committee or its designated representatives may enter upon any part of a lot, tract or parcel of land in The Properties and any improvements thereon at any reasonable time or times to inspect the progress, work status or completion of any improvement. Each owner and such owner's contractor shall cooperate with the Committee or its designated representatives in connection with any such inspection and shall comply with reasonable requests of the Committee in keeping the site maintained and free of debris. Upon the completion of construction of an improvement, the owner may request in writing that the Architectural Control Committee inspect the completed improvement to determine if its construction complies with the provisions of this Declaration. Such request shall be accompanied by any required inspection fee. The Committee shall not be required to take any action until the Committee has received any required inspection fee. Within thirty (30) days after the receipt of such request and any required inspection fee, the Committee will deliver written notice to the requesting owner stating whether, in the Committee's judgment, the construction of the completed improvement complies with the provisions of this Declaration. If the Committee fails to deliver such a written notice of compliance or noncompliance within such thirty (30) day period, it shall be

conclusively presumed that the construction of such completed improvement complies with the provisions of this Declaration.

(9) Conflict with Governmental Regulations: In the event of any conflict between the provision of this Declaration and any law, ordinance, code, development plan, plat or any other requirement imposed by any governmental authority, the provisions of this Declaration shall control; PROVIDED HOWEVER, that if any provision of this Declaration violates or would result in a violation of any law, ordinance, code, development plan, plat or any other requirement imposed by any governmental authority, then such provision of this Declaration shall be void and of no effect, but the remaining provisions of this Declaration shall continue in full force and effect after delation of the repugnant provision.

(10) Fees: A fee of Two Hundred Fifty and no/100 (\$250.00) Dollars shall be submitted to the Architectural Control Committee along with any set of plans and specifications for a proposed improvement in order to cover the expenses incurred by the Committee in connection with its review of plans and specifications.

(11) Lapse of Committee Approval: Approval of plans and specifications for an improvement shall lapse and become void one (1) year after the date of final approval of the plans and specifications by the Architectural Control Committee unless, prior to the expiration of one (1) year from the date of such approval, a building permit has been issued for the construction of the improvement in accordance with the approved plans and specifications, the foundations for all buildings to be constructed pursuant to the approved plans and specifications have been completed and the remaining construction is being diligently pursued on a continuous basis toward completion.

(I) Protective Covenants

(1) Covenants Applicable to The Properties: The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to any of The Properties:

(a) Use Limitations: The Property excepting the common areas shall be used, improved and devoted exclusively to detached single-family residential use and no gainful occupation, profession, trade or other non-residential use shall be conducted on any lot, except the Declarant's sales and administrative office. PROVIDED that nothing herein shall prevent the leasing of any home to one family from time to time subject to the provisions of this Declaration. No structure shall be erected, placed or permitted to remain on any lot except one detached single-family residence with any appurtenant structure approved by the Architectural Control Committee. Notwithstanding the foregoing, the Declarant may grant permission unto itself or others to construct a multi-family residential structure on a lot if in Declarant's sole judgment it is consistent with the theme and character of the Project. All uses shall comply with all zoning regulations and other resolutions as the same may be modified from time to time, including any variance or special permit which may be required. In addition to the foregoing, the following uses are not permitted in The Properties:

(1) Noxious or Offensive Activities: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done or placed upon any lot which is or may become a nuisance or shall cause unreasonable disturbance or annoyance to others, all of which shall be determined by Declarant and/or by the Association in their respective sole discretion.

(2) Hazardous Activities: No activity shall be conducted upon any lot which are or might be unsafe or hazardous to any person or other lot or improvement, which shall be determined by Declarant and/or the Association in their respective sole discretion. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, no open fire shall be lighted or permitted on any lot and no explosive or fireworks shall be set off on any lot or within the entire

SUNSET COVE Project.

- (3) Lights, Sounds or Odors: No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare and no highly reflective materials (such as glazed or reflective glass) shall be permitted on the exterior of a building. Tinted or smoked glass shall be permitted on the exterior of buildings within The Properties. No sound, loud music or other vibration shall be emitted from any lot which is unreasonably loud, noxious, excessive or annoying. No odor shall be emitted from any lot which is noxious or offensive to others. All of the determinations in this section shall be made by Declarant and/or the Association in their respective sole discretion.
- (4) Animals: No animals shall be kept, maintained or regularly brought to any lot for any purpose involving the raising, breeding or keeping of any animals or poultry; provided however, that up to two (2) normal domestic pets may be kept inside a house located on a lot used for residential purposes, and dogs which assist sight or hearing impaired individuals may be brought upon The Properties. The determinations in this section shall be made by Declarant and/or the Association in their respective sole discretion. However, all such pets shall be kept on leashes when outside, unless another "area" has been approved in writing by the Declarant. No pets shall be boarded outside.
- (5) Illegal Uses: No activities or uses which are contrary to the laws, rules or regulations of any governmental unit or political subdivision which has jurisdiction over the Project shall be permitted on The Properties.
- (6) Antennas: No antenna or other device for the transmission or reception of electronic signals, shall be erected, used or maintained outdoors on any lot, which antenna or other device shall be visible from the street adjoining the front of said lot or from the back of the lot or lots in front of the backside of a lot, unless approved by the Architectural Committee. Exterior television antennas or other antennas shall not be permitted. PROVIDED, HOWEVER, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. As in regards to TV dish antennae, no such antenna shall be permitted on any lot without the prior written approval of the Architectural Committee.
- (7) Improvements and Alterations: No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee.
- (8) Trailers and Motor Vehicles: No mobile or motor home, all terrain vehicle (ATV), trailer, motorcycle of any kind, (except golf carts and those owned by Declarant and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or tent or similar structure shall be kept outside, placed, maintained, constructed, operated, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the project, or any additions thereto; in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Declarant's Sales Office, and Administrative offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.
- (9) Motor Vehicles-Excessive Noise: If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the properties.
- (10) Maintenance of Lawns and Plantings:



A. By Owner: Each Owner of a lot within the Project shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, PROVIDED, HOWEVER, that such Owner shall not be responsible for maintenance of any Area for which Declarant or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of thirty (30) days, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such lot of Owner to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost. It is recognized that some Owners may want to leave all or a portion of their lot in its "natural" condition.

B. By Declarant or the Association: Declarant or the Association shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on any property within the project and on such easements over an Owner's lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings now located on the lot or placed upon any such property by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining, or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

(12) Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot within the project, and no odors shall be permitted to arise therefrom so as to render any such lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

(13) Repair of Buildings: No building or structure upon any lot within the project shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(14) Trash Containers and Collection: No garbage or trash shall be placed or kept on any property within the project except in covered containers of a standard type. 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 no burning in the open will be permitted. Although the Association may make arrangements for regular, normal trash collection, each lot Owner shall be responsible for the removal of all additional and extra rubbish, trash, grass clippings, leaves, and other garbage from his or her lot. All rubbish, trash and garbage shall be removed from each lot at least one (1) time per week either by or on behalf of the Owner of each such lot.

(15) Clothes Drying Facilities: Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot within the project unless they are

heated, finished living area on both levels, however divided, exclusive of porches, patios, garages, carports, terraces, breezeways, basements and walk-out or walk-up lower levels.

3. Multi-level Dwellings, including split-level Dwellings or walk-out basements, shall have no less than 2,500 square feet of heated and finished living area on both levels, however divided, exclusive of porches, patios, garages, carports, terraces and breezeways. Basements and walk-out or walk-up lower levels shall be included in the determination of total square feet.

4. No portion of a dwelling shall exceed 30 feet above the existing grade line. The maximum height shall be determined by an imaginary line parallel and measured vertically 30 feet above the existing grade at any point. In no instance shall any part of the roof project above the aforementioned imaginary line. Chimney projections above the imaginary line may be allowed only with prior written approval by the Architectural Control Committee.

(21) Building Location:

A. No building shall be located nearer to any street right-of-way line than the greater of 25 feet or the minimum set-back line shown on the recorded plat of the project, or any additions thereto.

B. No building shall be located nearer to any interior side lot line than fifteen (15) feet, or twenty (20) feet from the rear (opposite the street) lot line.

(22) Fences: Only those fences which may be approved by the Architectural Control Committee shall be constructed or maintained on, in or around any lot.

(23) Easements: Easements are reserved as shown upon the recorded plat of the project, and any additions thereto. Easements are also reserved on fifteen (15) feet of all sides of the lot for utilities, even if not on the Plat.

(24) Soil Removal: Soil may not be removed from the subdivision without consent of the Declarant.

(25) Garage Doors: The doors of all garages shall be kept closed at all times except when necessary for ingress and egress.

(26) Improvements: Upon the conveyance by the Declarant of any lots in the project, or additions thereto, purchasers shall within five (5) years after the date thereof commence construction of improvements and completion of said improvements shall be within eighteen (18) months after commencement thereof; and for failure of purchaser or purchasers to comply with said requirements, the Declarant shall have the option to repurchase said lot or lots for a sum equal to the original purchase price at the time of sale by said Declarant.

(27) Basketball Goals: No basketball goals or flag poles shall be attached to any dwelling or garage or erected in any yard.

(28) Outside Lighting: Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any lot which in any way will allow light to be reflected on any other lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Architectural Committee. Other types of low intensity lighting which do not disturb the owners or other occupants of the properties may be allowed.

(29) Radio and Television Broadcasting: No ham radio or other electromagnetic broadcasting or radiation shall be permitted which shall cause reception difficulty or interference with radio or television receivers.

(30) Incineration or Burning of Trash: Burning of refuse, leaves, trash or brush shall not be permitted.

(31) Discharge of Firearms: Firearms may not be discharged at any time on any lot or other location within the Sunset Cove Project, including boat docks, etc.

(32) Old Houses or Prefabricated Houses: No old house, mobile home, trailer, prefabricated house or other building or structure may be transported, moved or placed upon any lot.

(33) Private Wells: No water wells or other well shall be drilled or placed upon any lot.

(34) Slope Control Areas and Waterways: Certain areas carry off surface water either across part or all of any lot or within the roadways contiguous to any lot. Within these waterways, natural or man-made, no structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control and drainage of water on each lot and all improvements on each lot shall be maintained continuously by the owners of each lot, except for those improvements maintained by the Association.

(35) Remedies: In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within thirty (30) days from the mailing date of said Notice.

If more than thirty (30) days have elapsed from the date of said Notice, said violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violations. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided herein for the collection and enforcement of assessments.

For purposes of administering these provisions, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

(36) Owners Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Owners;

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility or other improvements situated upon the Common Properties;

C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the

Common Properties and in aid thereof to mortgage in said properties shall be subordinate to the rights of the Owners hereunder until there should be a default under said mortgage;

D. The right of the Association to suspend the voting rights and use of Common Property by an Owner as provided in this Declaration;

E. The right of the Owners to the use of parking spaces as provided in this Declaration;

F. The right of the Association to limit as to each lot the number of Members or other person(s) who may be entitled to the benefit of this easement of enjoyment as to the Common Properties and facilities and also to limit the use of particular Common Properties to the extent necessary to prevent crowding.

(37) Subordination of the Lien to Mortgages: The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to assessment. While the ordinary sale or transfer of any lot shall not affect the Assessment lien, the sale or transfer of any lot which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish all assessments to the date of such foreclosure sale. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(38) Occupancy Restrictions: The Owner of a lot shall occupy and use his lot as a private residential dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees, provided, however, leasing or renting of the lot by an Owner thereof shall be permitted only if the lease term exceeds ninety (90) days and a copy of such lease is provided to the Association.

(39) Use of Common Property. Any person who is an Owner, together with members of his family, social guests, lessees, tenants, and invitees may use the recreational facilities, if any, and the other Common Elements. Where a corporation is an Owner, the use of said facilities shall be limited at any one time to such persons designated by said corporation who are in actual residence or possession of the lot and such persons shall be deemed to be the Owner for the purposes of this paragraph. If an Owner is going to have guests occupying his lot or using any of the Common Property, the Owner shall notify the Association's representative of such guests and provide the names, ages, and duration of the visit of all guests.

(40) Rules and Regulations: The Association rules and regulations shall be posted in conspicuous places within the Project. Notwithstanding anything hereinabove to the contrary, Owners, their family members, invitees, guests, tenants and lessees shall be bound by all such Rules and Regulations.

(1) Owners shall not affix, attach, hang, display or place anything on any exterior walls, doors or windows, or install any clothes lines, garbage racks or garbage pails, awnings or storm shutters, screens, exterior antennas or aerials, or enclosures of any type on the Common Elements, or cause any type of ground coverage to be installed or grow any type of plant, shrubbery, flower, vine or grass on Common Property, without the prior written consent of the Association or Architectural Control Committee.

(2) The use of any garage, carport, driveway or parking area which may be in front of, adjacent to or part of any lot as a parking place for a commercial vehicle is prohibited. The use of any driveway, parking area, carport or garage without doors which may be in front of, adjacent to or part of any lot as a parking place for boats and trailers is prohibited. All garage doors shall be closed except as required to be opened for the purposes of ingress and egress. Parking in the streets and driveways is expressly prohibited.

(3) Owners shall not exhibit any signs, advertisements or notices of any type on the Common elements or Lots unless prior written consent is obtained from the Association or Architectural Control Committee.

(n) Violations. In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against the Owner and his lot for such sums as are necessary to enjoin and to restore the affected lot or Common Property to good condition and repair.

(o) Reserved Properties. Any area upon a recorded plat under this Declaration or any Supplemental Declaration, if any, designated as "Reserved Properties" shall remain the sole and exclusive property of the Declarant, its successors and assigns, and neither this Declaration nor any Supplemental Declaration nor the plats in connection with same shall in any wise apply to such "Reserved Properties" unless at a later time same shall be included thereunder as provided herein.

(p) Utilities Reserved. It is contemplated that utilities for the Project shall be furnished by companies so engaged in the vicinity of the Project. The Declarant has and retains the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such considerations as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to, natural, liquefied or manufactured gas systems, electrical systems, water systems, sewage systems, sanitation service, telephone systems, and television transmission and distribution facilities.

In the event the Declarant cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to, organize a company or companies to furnish such utility services and shall have the right to enter into agreements therewith to furnish utility services, even though such companies so organized shall be wholly or partially owned by the Declarant. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Declarant to provide the utilities reserved, although the Declarant will use its best efforts consistent with economic feasibility to do so.

(q) Roads and Streets. Declarant, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right in, upon, over and across the Common Properties for purposes of constructing and maintaining such roads, streets or service ways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and location of the right of way for such roads, streets or highways shall be within the sole discretion of the Declarant, its successors and assigns, provided however, that the Declarant, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Declarant, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Any violations of this Declaration, the Association Articles of Incorporation, By-Laws, Rules and Regulations, or any regulations by a family member, guest, lessee, licensee or invitee of any Owner shall be the responsibility of that Owner and all enforcement rights or penalties therefor shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

(r) Warranties and Representations. The Declarant specifically disclaims any intent to have made or to make any warranty or representation in connection with the Project and documents related thereto except as specifically set forth therein and no person shall rely upon any other warranty or representation. Taxes or other charges in connection with the Project are, or will be, estimates only and no warranty, guaranty nor representation is made or intended, nor may one be relied upon.

(s) Miscellaneous Provisions.

(1) Duration: This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing for a period of thirty (30) years after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved as provided in Section 2 of this Article.

(2) Amendment: Prior to the expiration of the date set forth in the Original Declaration, any portion of this Declaration may be amended or terminated at any time by the Declarant. Thereafter, all Articles may be amended or terminated at any time by at least seventy-five (75%) percent of the total eligible votes of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment or termination shall become effective when an instrument is filed for record in the office of the Recorder of Deeds for Stone County, Missouri, with the signatures of the requisite number of the owners of lots (and the signature of Declarant if prior to the expiration of the period set forth in the Original Declaration).

(3) Enforcement: Declarant, the Association and all owners of lots, tracts or parcels of land within The Properties shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by Declarant, the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. In any action to enforce this Declaration, Declarant or the Association shall have the right to recover all costs and expenses, including attorney's fees incurred, including costs, expenses and attorneys' fees incurred on any appeal.

(4) Severability of Provisions: If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

(5) Notice: Wherever written notice to any lot-owner is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the

records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

(6) Titles: The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

(7) Tax and Assessment Liens. Real property taxes, special assessments, and any other special taxes or charges of the State of Missouri or any political subdivision thereof, or other lawful taxing or assessing bodies, which are authorized by law to be assessed against and levied upon real property shall be assessed against and levied upon each lot and the owner's corresponding percentage of ownership in the common element as a tract, and not upon the property as a whole.

(8) Acceptance of Provisions of all Documents. A contract for purchase and the conveyance or encumbrance of a condominium lot shall be deemed to include the acceptance of all of the provisions of this declaration, the Articles of Incorporation and Association By-Laws, and Rules and Regulations and shall be binding upon the purchaser, grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

(9) Term of Agreement with Developers, Sponsors or Builder or Management Company or Manager. Nothing in this declaration shall permit the Association to enter into any agreement for the professional management of the condominium project, nor enter into any other contract providing for services of the Declarant, a sales agent or builder which shall exceed one (1) year in duration and which shall not provide for termination without cause and without a termination fee on ninety (90) days (or less) written notice.

(10) Transfer of Special Declarant Rights. Any Special Declarant Rights reserved hereunder may be transferred by Declarant pursuant to the terms of Section 448.3-104 R.S.Mo. 1983.

(11) Recreational Facilities. There are no recreational facilities to be constructed on the condominium lot created by this Declaration.

(12) Right of First Refusal.

(a) Any lot owner other than the Declarant who wishes to sell his lot or any interest therein to any person shall give to the Board of the Association not less than thirty (30) days' prior written notice of any such sale, setting forth in detail the terms of any contemplated sale, which notice shall specify the name and address of the proposed purchaser, and such other information as the Board shall reasonably require. The members of the Board and their successors in office shall have the first right and option to purchase such lot or interest therein upon the same terms, which option shall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Board of the Association within said thirty (30) days, the lot owner may, at the expiration of said thirty (30) day period, contract to sell such lot or interest therein to the proposed purchaser, named in such notice upon the terms specified therein.

(b) The Board of the Association shall not exercise any option hereinabove set forth to purchase any lot without the prior written consent of 66 2/3 percent of the lot owners. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the lot or interest therein of any lot owner, deceased or living, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of 66 2/3 percent of the lot owners, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said lot or interest

therein.

(c) Upon the written consent of all the members of either Board, any of the options contained in this Paragraph 46 may be released or waived and the lot or interest therein which is subject to an option set forth in this Paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this Paragraph;

(d) The terms of this Paragraph 46 hereinabove contained, shall not be applicable to the transfer by gift, sale, testate or intestate succession, operation of law, or otherwise, of the interest of a co-owner of any lot to any other co-owner of the same lot, where such co-owners hold title to such lot as tenants in common or as joint tenants.

(e) Acquisition of lots or interest therein under the provisions of this Paragraph shall be made from the maintenance fund. If said fund is insufficient, the Board, in its discretion, may borrow money to finance the acquisition of a lot or interest therein which said acquisition is authorized by this Paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the lot or interest therein to be acquired.

(f) Lots or interests therein acquired pursuant to the terms of the Paragraph shall be held of record in the name of the Association and its successors, such nominee or entity as the Board shall designate, for the use and benefit of all the lot owners. Said lots or interests therein shall be sold or leased by the Board for the benefit of the lot owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

(g) The provisions of this Paragraph shall not apply to any first mortgagee who shall become a lot owner by foreclosure nor shall it prohibit said first mortgagee from accepting a deed or assignment in lieu of foreclosure and shall not apply to any resale, transfer or lease of a lot acquired in the foregoing manner.

(13) General.

(a) If any of the provisions of this declaration or any paragraph, sentence, clauses, phrase or word, or the application thereof in any circumstances be invalidated, such validity of the remainder of this declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

(b) The provisions of this declaration shall be in addition to and supplemental to the Uniform Condominium Act of the State of Missouri and to all provisions of the law. Should any provisions of this Declaration conflict with the Missouri Uniform Condominium Act, the provisions of the Act shall control.

(c) Paragraph titles are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

IN WITNESS WHEREOF, this Declaration was executed the 4th day of January, 1995.

SUNSET COVE, LTD., a Missouri Corporation

By Michael H. Ingram, President

(SEAL)  
ATTEST:  
BY William D. Sheppard, Secretary  
William D. Sheppard, Secretary



STATE OF MISSOURI )  
 ) SS.  
COUNTY OF GREENE )

On this 4th day of January, 1995, before me appeared Michael H. Ingram, to me personally known, who, being by me duly sworn did say: that he is the President of Sunset Cove, Ltd., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporation 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 Michael H. Ingram acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

Nancy L. Clapper  
Notary Public

My commission expires:

NANCY L. CLAPPER Notary Public  
Lawrence County State of Missouri  
My Commission Expires Dec. 27, 1997

CONSENT OF LENDER

Great Southern Savings Bank of Springfield, Missouri, as holder of the Note and Deed of Trust dated September 26, 1988 and filed for record in Book 130 at Page 1936 and the Deed of Trust dated September 26, 1988 and filed of record in Book 132 at Page 1460, and such other Notes and Deeds of Trust which are now filed or may be filed by Great Southern Savings Bank, in the office of Recorder of Deeds, Stone County, Missouri, executed by Sunset Cove, Ltd. does hereby consent to this Declaration and the Exhibits attached hereto.

GREAT SOUTHERN SAVINGS BANK

By Jan C. Baker  
Jan C. Baker, Vice-President

(SEAL)

ATTEST:

By Patricia J. Augustine  
Asst. Secretary

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF GREENE )

On this 5th day of January, 1995, before me appeared Jan C. Baker, to me personally known, who, being by me duly sworn did say: that she is the Vice-President of Great Southern Savings Bank, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporation 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 Vice-President acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

Sharon Gott  
Notary Public SHARON GOTT

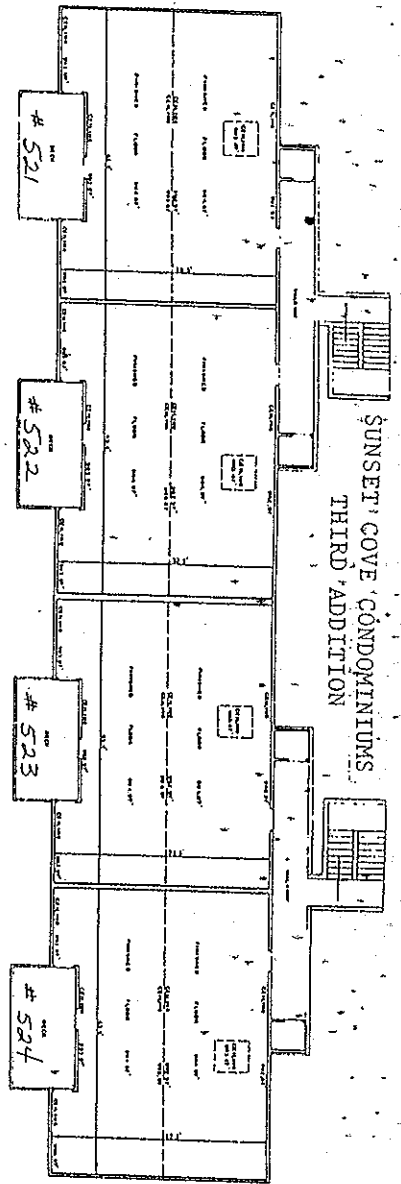
My commission expires:

10-24-97

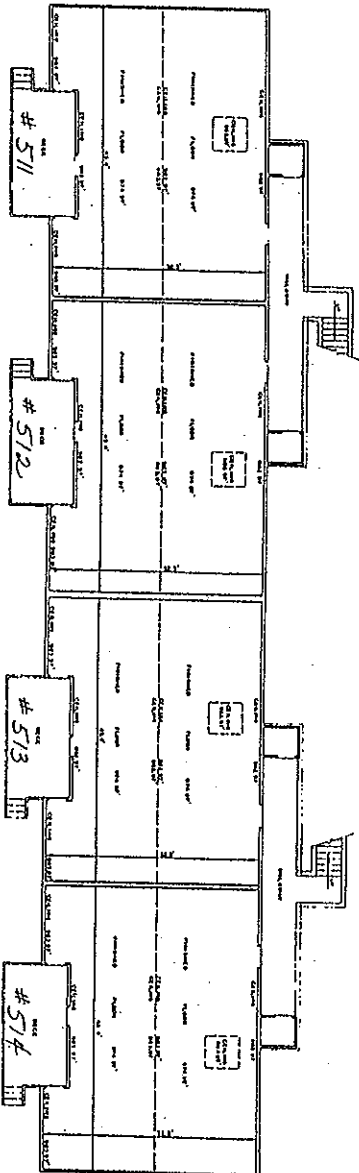
FINAL PLAT OF BUILDING FIVE

EXHIBIT "A"

SUNSET COVE CONDOMINIUMS  
THIRD ADDITION



2ND LEVEL



LOWER LEVEL

BUTCHER AND COMPANY  
LAND SURVEYING - LAND PLANNING

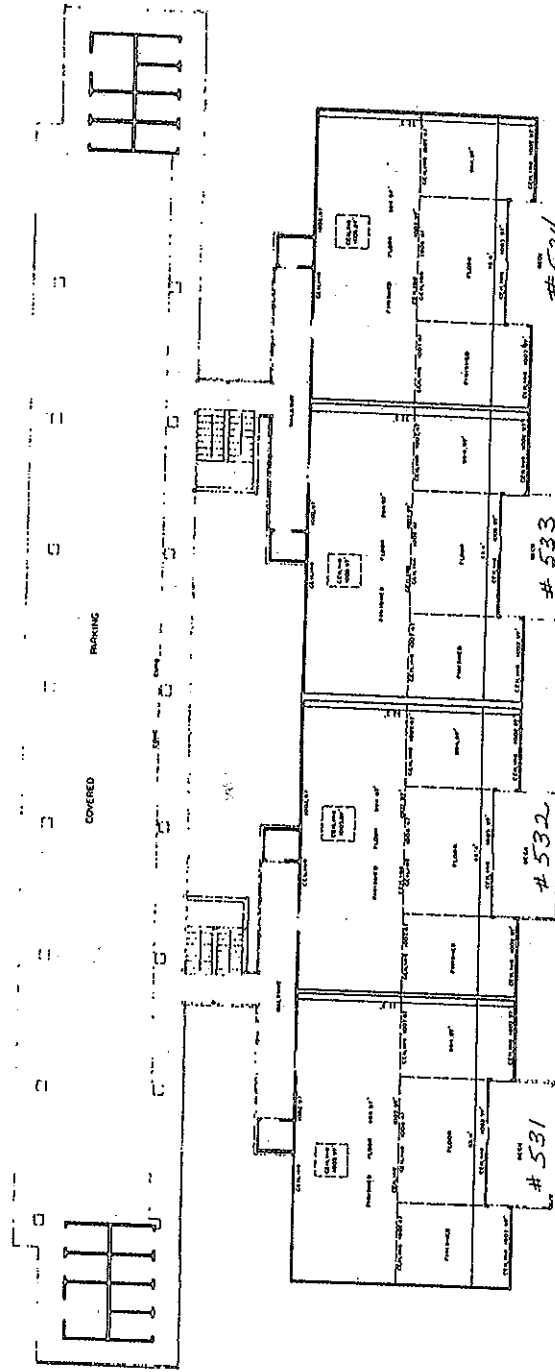
SCALE: 1/8" = 1'-0"  
DATE: 10/1/88  
BY: [Signature]

[Signature]

EXHIBIT "A"

FINAL PLAT OF BUILDING FIVE

SUNSET COVE CONDOMINIUMS - THIRD ADDITION



UPPER LEVEL

**BUTCHER AND COMPANY**  
LAND SURVEYING - LAND PLANNING

STATE OF MISSISSIPPI  
NOTES, REGULATIONS, FEES,  
AUTHORITY AND PRACTICE  
SUNSET COVE, MISSISSIPPI  
FILE # 2008-0000000000  
DATE 08/27/2008

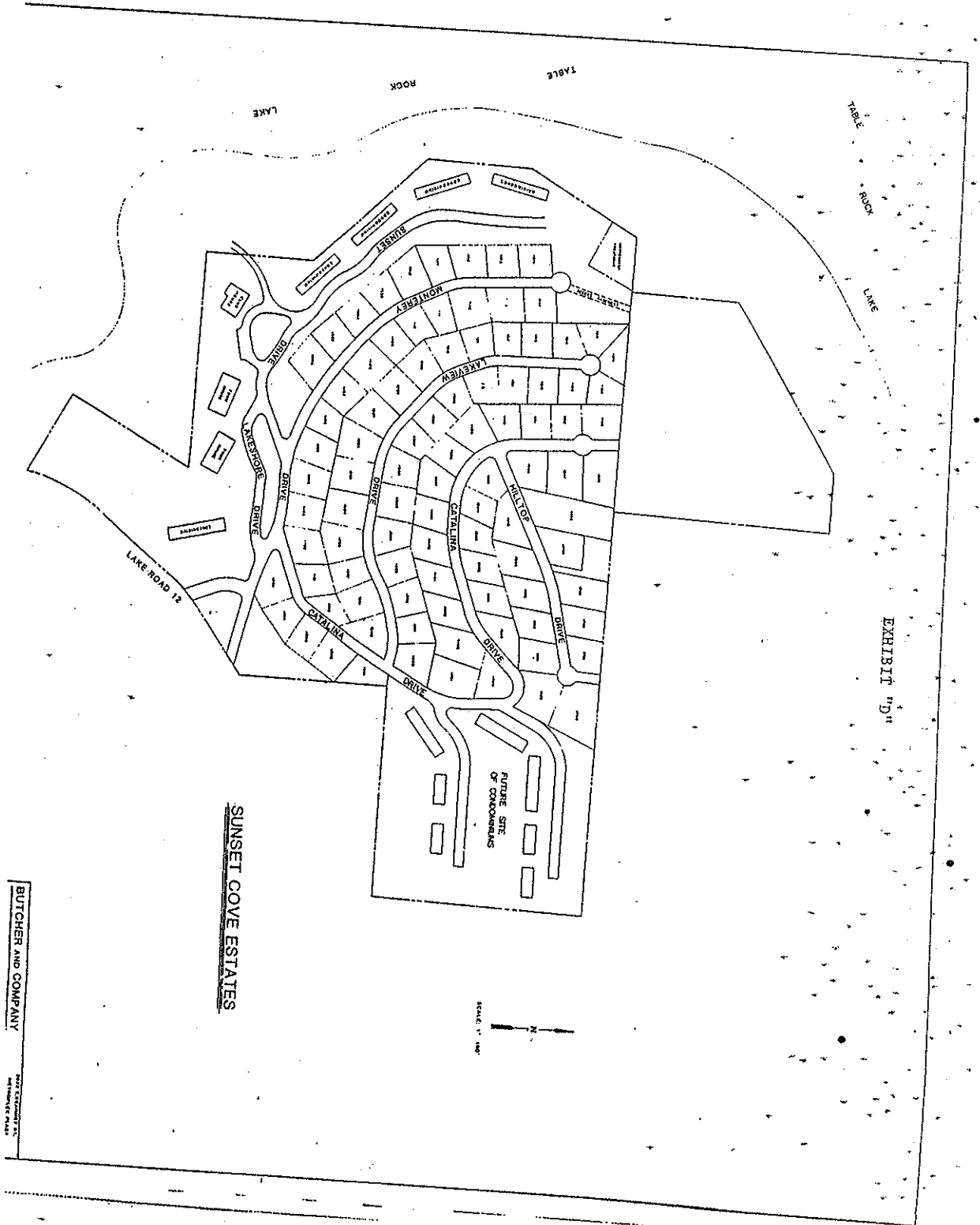


EXHIBIT 'D'

SUNSET COVE ESTATES

BUTCHER AND COMPANY

222 E. 10TH ST.  
SAN ANTONIO, TEXAS

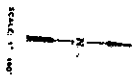


EXHIBIT "B"

SUNSET COVE CONDOMINIUMS

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
101	1	.6289%
102	1	.6289%
103	1	.6289%
104	1	.6289%
105	1	.6289%
106	1	.6289%
107	1	.6289%
108	1	.6289%
109	1	.6289%
110	1	.6289%
201	2	.6289%
202	2	.6289%
203	2	.6289%
204	2	.6289%
205	2	.6289%
206	2	.6289%
207	2	.6289%
208	2	.6289%
209	2	.6289%
210	2	.6289%

SUNSET COVE CONDOMINIUMS - FIRST ADDITION

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
301	3	.6289%
302	3	.6289%
303	3	.6289%
304	3	.6289%
311	3	.6289%
312	3	.6289%
313	3	.6289%
314	3	.6289%
321	3	.6289%
322	3	.6289%
323	3	.6289%
324	3	.6289%

SUNSET COVE CONDOMINIUMS - SECOND ADDITION

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
411	4	.6289%
412	4	.6289%
413	4	.6289%
414	4	.6289%
421	4	.6289%
422	4	.6289%
423	4	.6289%
424	4	.6289%
431	4	.6289%
432	4	.6289%
433	4	.6289%
434	4	.6289%

EXHIBIT "B"

SUNSET COVE ESTATES - FIRST ADDITION

<u>LOT NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
1001	
1002	.6289%
1003	.6289%
1004	.6289%
1005	.6289%
1006	.6289%
1007	.6289%
1008	.6289%
1009	.6289%
1010	.6289%
1011	.6289%
1012	.6289%
1013	.6289%
1014	.6289%
1100	.6289%
1101	.6289%
1102	.6289%
1103	.6289%
1104	.6289%
1105	.6289%
1106	.6289%
1107	.6289%
1108	.6289%
1109	.6289%
1110	.6289%
1111	.6289%
1112	.6289%
1113	.6289%
1114	.6289%
1200	.6289%

30

SUNSET COVE ESTATES - SECOND ADDITION

<u>LOT NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
1201	
1202	.6289%
1203	.6289%
1204	.6289%
1205	.6289%
1206	.6289%
1207	.6289%
1208	.6289%
1209	.6289%
1210	.6289%
1211	.6289%
1212	.6289%
1213	.6289%
1214	.6289%
1215-A	.6289%

15

SUNSET COVE ESTATES - THIRD ADDITION

<u>LOT NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
1300	
1301	.6289%
1302	.6289%
1303	.6289%
1304	.6289%
1305	.6289%
1306	.6289%
1307	.6289%
1308	.6289%
1309	.6289%
1310	.6289%
1311	.6289%
1312	.6289%
1313	.6289%
1314	.6289%

15

SUNSET COVE ESTATES - FOURTH ADDITION

<u>LOT NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
1400	
1401	.6289%
1402	.6289%
1403	.6289%
1404	.6289%
1405	.6289%
1406	.6289%
1407	.6289%
1408	.6289%
1409	.6289%
1410	.6289%
1411	.6289%
1412	.6289%
1413	.6289%
1500	
1501	.6289%
1502	.6289%
1503	.6289%
1504	.6289%
1505	.6289%
1506	.6289%
1507	.6289%
1508	.6289%
1600	
1601	.6289%
1602	.6289%
1603	.6289%
1604	.6289%
1605	.6289%
1700	.6289%
1701	.6289%
1702	.6289%
1703	.6289%
1704	.6289%
1705	.6289%

5 CONSO

35

TOTAL: 100.0000%

NOTE: The ownership percentages set forth above will be reduced and/or changed as more lots and/or units are added to the Project.

SUNSET COVE CONDOMINIUMS - THIRD ADDITION

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
511	5	.6289%
512	5	.6289%
513	5	.6289%
514	5	.6289%
521	5	.6289%
522	5	.6289%
523	5	.6289%
524	5	.6289%
531	5	.6289%
532	5	.6289%
533	5	.6289%
534	5	.6289%

SUNSET COVE TOWNHOMES - FIRST ADDITION

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>% UNDIVIDED INTEREST</u>
1	A	.6289%
2	A	.6289%
3	A	.6289%
4	A	.6289%
5	B	.6289%
6	B	.6289%
7	B	.6289%
8	B	.6289%



# EXHIBIT C



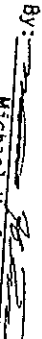
DESCRIPTION: Clubhouse Area 1.15 Acres.

A tract of land situated in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Fractional Section 4, Township 22 North, Range 22 West, Stone County, Missouri, being more particularly described as follows: Beginning at the Southeast corner of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 4, said point being on the G.F.T.L. (Government Fee Taking Line of Table Rock Lake); thence N88°05'34"W along said G.F.T.L., 475.37 feet for a new point of beginning; thence continue N88°05'34"W along said G.F.T.L., 180.00 feet; thence N55°42'E along said G.F.T.L., 328.64 feet; thence S43°05'36"E, 126.17 feet; thence S51°45'12"E, 180.00 feet; thence S31°54'26"W, 140.00 feet to the new point of beginning, containing 1.15 acres, more or less.


## PLAT OF SUNSET COVE CONDOMINIUMS

This Plat is a replat of the real estate described in Book 10 at Pages 82-102 of the Recorder of Deeds of Stone County, Missouri.

SUNSET COVE, LTD.

By:   
Michael H. Ingram, President

ATTEST: (Seal)

  
William D. Sheppard, Secretary

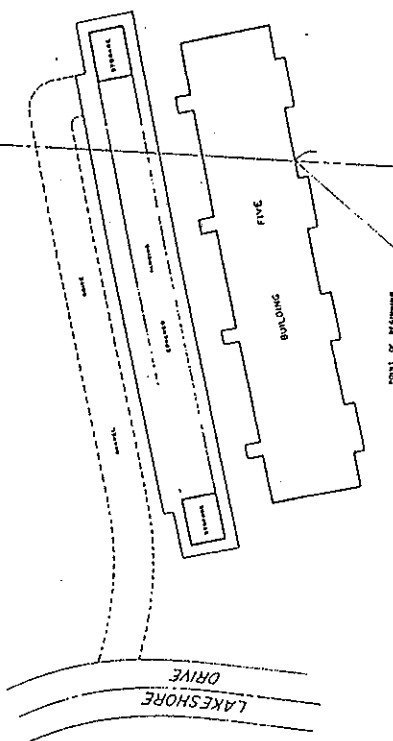
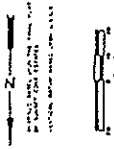
STATE OF MISSOURI



EXHIBIT "A"

FINAL PLAT OF BUILDING FIVE

SUNSET COVE CONDOMINIUMS - THIRD ADDITION



RESIDENTS OF BUILDING FIVE AND CONDOMINIUMS SHALL HAVE THE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES SHOWN ON THIS PLAT IN ACCORDANCE WITH THE COVENANTS AND CONDITIONS SET FORTH IN THE DECLARATION OF CONDOMINIUMS AND THE Covenants, Conditions and Restrictions Applicable to the Land on which the Building and Condominiums are Located. The Declaration of Condomini-  
ums and the Covenants, Conditions and Restrictions shall be recorded in the County of Cook, Illinois, and shall constitute a part of the title records of the land on which the Building and Condominiums are located. The residents of Building Five and the owners of the Condominiums shall be bound by the terms and conditions of the Declaration of Condominiums and the Covenants, Conditions and Restrictions, and shall be deemed to have accepted and agreed to be bound by the terms and conditions of the Declaration of Condominiums and the Covenants, Conditions and Restrictions, and shall be deemed to have agreed to pay the proportionate share of the common expenses of the Building and Condominiums as provided in the Declaration of Condominiums and the Covenants, Conditions and Restrictions. The residents of Building Five and the owners of the Condominiums shall also be deemed to have agreed to indemnify and hold harmless the declarant and the declarant's heirs, assigns, agents, attorneys-in-fact, and other persons from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs, which may be asserted against or incurred by the declarant or any of the persons mentioned herein in connection with the declaration, preparation, recording, or enforcement of the Declaration of Condominiums and the Covenants, Conditions and Restrictions.

BY THE ARCHITECT, ARCHITECTURE FIRM, INC., 1000 E. SUPERIOR STREET, CHICAGO, ILLINOIS 60611

BY THE RECORDING OFFICE, COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BY THE RECORDING OFFICE, COUNTY OF COOK, ILLINOIS

BUTCHER AND COMPANY  
LAND SURVEYING - LAND PLANNING

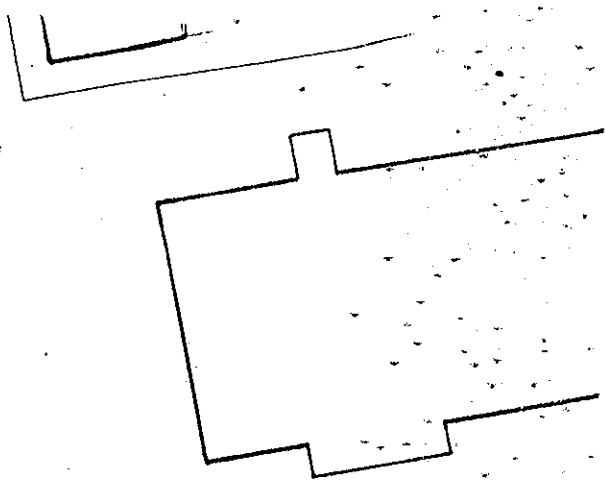
LAK.

D

Bk 21

Pg 87 90

EXHIBIT "A"



POINT

PROPERTY DESCRIPTION:  
BUILDING 5:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22N, RANGE 22W, STONE COUNTY, MISSOURI, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22N, RANGE 22W; THENCE S88° 13' 45" E, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, 170.61 FEET FOR A TRUE POINT OF BEGINNING; THENCE N12° 16' 33" W, 6.53 FEET; THENCE N77° 43' 27" E, 4.00 FEET; THENCE N12° 16' 33" W, 18.67 FEET; THENCE S77° 43' 27" W, 4.00 FEET; THENCE N12° 16' 33" W, 25.34 FEET; THENCE N77° 43' 27" E; 4.00 FEET; THENCE N12° 16' 33" W, 18.67 FEET; THENCE S77° 43' 27" W, 4.00 FEET; THENCE N12° 16' 33" W, 25.34 FEET; THENCE N77° 43' 27" E, 4.00 FEET; THENCE N12° 16' 33" W, 18.67 FEET; THENCE S77° 43' 27" W, 4.00 FEET; THENCE N12° 16' 33" W, 12.67 FEET; THENCE N77° 43' 27" E, 34.00 FEET; THENCE S12° 16' 33" E, 19.00 FEET; THENCE N77° 43' 27" E, 6.00 FEET; THENCE S12° 16' 33" E, 5.23 FEET; THENCE S77° 43' 27" W, 6.00 FEET; THENCE S12° 16' 33" E, 39.68 FEET; THENCE N77° 43' 27" E, 6.00 FEET; THENCE S12° 16' 33" E, 5.23 FEET; THENCE S77° 43' 27" W, 6.00 FEET; THENCE S12° 16' 33" E, 38.00 FEET; THENCE N77° 43' 27" E; 6.00 FEET; THENCE S12° 16' 33" E, 5.23 FEET; THENCE S77° 43' 27" W, 6.00 FEET; THENCE S12° 16' 33" E, 19.00 FEET; THENCE N77° 43' 27" W, 6.00 FEET; THENCE S12° 16' 33" E, 19.00 FEET; THENCE N77° 43' 27" W, 34.00 FEET; THENCE N12° 16' 33" W, 12.67 FEET; THENCE N77° 43' 27" E, 4.00 FEET; THENCE N12° 16' 33" W, 18.67 FEET; THENCE S77° 43' 27" W, 4.00 FEET; THENCE N12° 16' 33" W, 18.81 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5,820.66 SQUARE FEET SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SE  
SEC