

CONDOMINIUM DECLARATION
FOR
POINTE ROYALE CONDOMINIUM PARCELS I, II AND III

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, hereinafter called “Declarant” is the Owner of the real property described on the attached Exhibit A, which by this reference, is made a part hereof, 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, Declarant does hereby establish a plan for the ownership in fee simple of the condominium real property estates located on the real property described in the attached Exhibit A, consisting of the area or space contained in each of the air space units located in the building improvements and the co-ownership by the individual and separate Owners thereof, as tenants in common of all of the remaining property, which property is hereinafter defined and referred to as common elements;

NOW, THEREFORE, 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, its successors and assigns, and any person or entity acquiring or owning an interest in the real property and improvements, their grantees and their heirs, executors, administrators, devisees, successors and assigns.

GENERAL STATEMENT OF LANDS DECLARED FOR CONDOMINIUM USE
HEREIN AND DEVELOPER COMMITMENTS

POINTE ROYALE CONDOMINIUM PARCELS I, II AND III is a single and independent Condominium Declaration and filing. As a part of this filing, the Declarant does hereby commit to the construction of thirty-six (36) Condominium Units in three (3) separate buildings upon those lands described for such purpose in Exhibit A which is a part of this Declaration. This condominium property is being developed in an area adjacent to a subdivision being developed by the Declarant, said subdivision being known as “POINTE ROYALE VILLAGE AND COUNTRY CLUB SUBDIVISION.” A separate corporation not-for-profit designated as POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. has been organized and in which there are certain amenities constructed and to be constructed. Each lot owner in POINTE ROYALE VILLAGE AND COUNTRY CLUB SUBDIVISION will be a member of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., and each unit owner of POINTE ROYALE CONDOMINIUM PARCELS I, II and III, as well as each unit owner of additional parcels of POINTE ROYALE CONDOMINIUM designated as “proposed future development” on the attached Exhibit C if, as and when additional sections of POINTE ROYALE CONDOMINIUM are developed, shall be members of such non-profit corporation and shall be subject to all terms, provisions, conditions, obligations and benefits as are provided

by such non-profit corporation. Declarant intends to develop such additional parcels of POINTE ROYALE CONDOMINIUMS in increments of one or more buildings each up to a maximum number of six hundred (600) units for the entire project, provided, however, depending upon market demands and other economic factors, such additional parcels may include more than one (1) building each. The additional buildings comprising the additional parcels 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 pay a proportionate share of the expenses and assessments of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. and a proportionate share of the maintenance and repair of the common elements other than the condominium buildings of POINTE ROYALE CONDOMINIUM PARCELS I, II and III and subsequent parcels as more specifically defined in this Declaration. The Declarant, by this Declaration, does not commit to the completion of additional parcels of POINTE ROYALE CONDOMINIUMS. The same will be constructed only if, as and when the marketing, economic and other conditions direct and as the Declarant shall deem best. A separate corporation, not-for-profit, designated as POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC. has been organized and each unit owner in POINTE ROYALE CONDOMINIUMS PARCELS I, II and III and any owner in any subsequent parcel will be a member of such not-for-profit corporation and shall be subject to all terms, provisions, conditions, obligations and benefits provided by such non-profit corporation. Declarant expressly reserves the right to alter "proposed future development" plans shown on Exhibit C 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.

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

- (a) "Association" shall mean POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., which shall be responsible for the operation of the buildings and common property in POINTE ROYALE CONDOMINIUM PARCELS I, II and III as herein defined;
- (b) "Common Elements," all portions of the property other than the units;
- (c) "Common Expenses," the expenditures made by or financial liabilities of the Association together with any allocation to reserves;
- (d) "Condominium Documents," this Declaration together with the proposed future development plan attached hereto as Exhibit C and the plat;
- (e) "Declarant," POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC., a Missouri corporation, 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 Developer in the Declaration to add real estate to the Condominium to create Units and to all or vest addition Units and Common Elements or Limited Common Elements within the Condominium or to subdivide Units or convert Units into Common Elements or to withdraw real estate from the Condominium;
- (h) “Limited Common Elements,” that portion of the Common Elements which is reserved for the use of a certain Unit to the exclusion of other Units. Any balcony, shutters, awnings, window boxes, doorsteps, stoops, porches, patios, and all exterior doors and windows, covered or uncovered parking areas or other fixtures designed to serve a single Unit but located outside the Units boundaries shall be “Limited Common Elements” and are allocated exclusively to that Unit;
- (i) “Majority” or “Majority of the Unit Owners,” as that term is used with respect to all matters except voting of Members of the POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., shall mean the Owners of more than fifty percent in the aggregate in the interest of the undivided ownership. With respect to all voting matters affecting the POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., “Majority” shall mean more than fifty percent (50%) of the Owners of Units entitled to membership under the terms of the Declaration;
- (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 units 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 Units and contains the information required by the provisions of Subsection 2 of Section 448.2-109, R.S.Mo. 1983;
- (l) “Property,” 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 Unit Owners, submitted to the provisions of the Missouri Uniform Condominium Act;

- (m) “Record,” to record in the office of the Recorder of Deeds of Taney 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 exercise any development rights; to maintain sales offices, management offices, signs advertising the Condominium, and models, to use easements through the Common Elements for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium; to make the Condominium part of a larger Condominium or a Planned Community; or to appoint or remove any Officer of the Association or any Master Association, or any Executive Board Member during any period of Declarant control;
- (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 walls, floors and ceilings of a Unit;
- (q) “Unit Owner” or “Owner,” the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. **Division of Property into Condominium Units.**

- (a) The property is hereby divided into separate Condominium Units. The Condominium Units are respectively identified and designated by number and building number, shown on the attached Exhibit B.

Except as provided by law, no Owner shall, by deed, plat or otherwise, subdivide or cause his Condominium Unit to be separated into tracts or parcels.

3. **Ownership of Condominium Units and Common Areas and Facilities – Ownership Percentages – Voting Rights.**

- (a) Each Condominium Unit, together with its undivided interest in the Common Areas and facilities, shall constitute real property and may be individually conveyed and encumbered as if it were entirely independent of the other Condominium Units in the building.
- (b) The Owner of each Condominium Unit shall be seized of the fee simple title to and exclusive ownership and possession of his Condominium Unit and of the fee simple title in an undivided interest in the Common Areas and facilities, which undivided interest shall be computed by taking as a basis the

square footage of each Unit in relation to the total square footage of all Units in this section of the Condominium as a whole and shall also bear the Common Expenses of the Association as defined herein on said percentage basis. The ownership percentages and square footage of each Unit in the initial phase of this Condominium is set forth on the attached Exhibit B. The ownership percentages as set forth above shall, except as otherwise provided in the Articles and By-Laws of the Association with respect to the Declarant, determine and govern the voting rights of the Unit Owners for all purposes on all voting matters of the Association.

- (c) The Common Expense liability of each Unit Owner in Parcels I, II & III of POINTE ROYALE CONDOMINIUMS for the Common Expenses of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., shall be a fraction of said Common Expense liability determined by using a numerator of one and a denominator consisting of the total number of members in POINTE ROYALE VILLAGE AND COUNTRY CLUB SUBDIVISION. Each Unit Owner shall have one vote on all voting matters of the POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC.

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 Unit 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 Unit to the exclusion of the use thereof by the other Owners of the Common Elements, except by invitation. All of the Owners of Condominium Units 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 non-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 who shall certify that the plat sets forth and complies with the requirements of Section 448.2-109 R.S.Mo. 1983.

6. **Description of Condominium Unit.**

- (a) Every contract for sale of a Condominium Unit, 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 Unit by its identifying unit designation, the building number, if any, followed by the

name of this Condominium 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 Unit, but also the Owner's corresponding percentage of ownership in the general 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 an Owner's Unit to and from the public road and use of the Limited Common Elements appurtenant to his Unit.

- (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 Unit Owner shall execute any deed, mortgage, lease, trust deed, contract, will or other instrument conveying or mortgaging title to his Unit without including the Unit 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 Unit 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 Unit to which such interests are appurtenant.

7. **Form of Ownership – Title.**

A Condominium Unit 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 Unit.**

Each Unit, the appurtenant undivided interest in the Common Elements and the appurtenant Limited Common Elements shall together comprise one Condominium Unit, shall be inseparable and may be conveyed, leased, and devised or encumbered only as a Condominium Unit.

9. **Separate Assessment and Taxation of Condominium Units.**

Each Unit 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.**

The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action or partition or subdivision of the Common Elements.

11. **Easements.**

- (a) **Encroachments.** In the event that any portion of the general Common Elements encroaches upon any Unit or Units; or in the event that any portion of a Unit encroaches upon any other Unit or Units, or upon any portion of the Common Elements, or in the event any 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 eminent domain proceedings; a valid easement shall exist for the 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 Units 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 Units 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 Units, the actual location of a Unit 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 Unit indicated on the plat.
- (b) **Maintenance Easement.** An easement is hereby granted to the Association and the POINTE ROYALE PROPERTY OWNERS ASSOCIATION, their Officers, Agents, employees, and assigns upon, across, over and in and under the Common Elements to make such use of the Common Elements as may be 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 POINTE ROYALE PROPERTY OWNERS ASSOCIATION. 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 Unit 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 Unit.

- (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 Elements Easement.** There is hereby granted to each Owner of a Condominium Unit 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 Elements appurtenant to his Unit and which is located upon the exterior walls or roof of the building in which said Owner's Unit is situated.
- (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, drainage, electricity, telephone, cable television, and other utilities to service this section of Condominium and subsequent sections of POINTE ROYALE CONDOMINIUMS, if, as and when developed. There is further specifically reserved an easement for ingress and egress and walkway and vehicular traffic to the Declarant, its Agents, servants and employees, through, over and across the property described on Exhibit A for purposes of development, construction and sales of subsequent sections of POINTE ROYALE CONDOMINIUMS which reserved rights in this Paragraph (e) shall expire ten (10) 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 Unit Owners of all Condominium Units of POINTE ROYALE CONDOMINIUM PARCELS I, II and III and all Unit Owners of subsequent parcels of POINTE ROYALE CONDOMINIUMS if the same shall be developed over and across the areas so designated on Exhibit A.

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 in a Unit with the consent or at the request of the Unit Owner, his agent, his contractor, or subcontractor shall be basis for filing of a lien against the Common Elements or against the Unit of any other Unit 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 Unit or any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in an Owner's Unit 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 Units shall be governed and administered by an Association named POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC. and by POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. The Articles of Incorporation and By-Laws of the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. shall govern their administration.
- (b) An Owner of a Condominium Unit upon becoming an Owner shall be a Member of the Association and a Member of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. and shall remain a Member for the period of ownership.
- (c) The Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., by their respective Executive Boards, 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 initial Executive Board of the Association shall be appointed by the Declarant. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than a Declarant, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the Members of the Executive Board shall be elected by the Unit Owners other than the Declarant. Declarant's reserved right to appoint Members of the Executive Board shall terminate not later than the earlier of 1) sixty (60) days after conveyance of seventy-five percent (75%) of the Units in POINTE ROYALE CONDOMINIUM PARCELS I, II and III which may be created to Unit Owners other than the Declarant; 2) two (2) years after all Declarant have ceased to offer Units for sale in the ordinary course of business; or 3) two (2) years after any development rights to add new Units was last exercised. 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 Units for Maintenance, Repairs and Emergencies.**

- (a) The Owner 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 Unit 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 Unit.
- (b) Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Elements or as a result of emergency repairs within another Unit shall be a Common Expense of all of the Owners; provided, however, that if such damage is caused by negligent or tortious act of a Unit Owner, members of his family, his agent, employees, invitee, licensee or tenant, then such Unit 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 Units (unless necessitated by the negligence, misuse or tortious act of a Unit Owner, in which case such expense shall be charged to such Unit 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 subflooring, which makes up the finished surface of the perimeter walls), ceilings and floors within his Unit (including Unit doors and windows). The lines, pipes, wires, conduits or systems (which for brevity are herein and 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 Unit in a clean and sanitary condition and shall not use nor permit the use thereof in such a manner as will be offensive to another Owner of reasonable sensitivities.

17. **Maintenance of the Common Elements of the Condominium.**

The maintenance and operation of the buildings and Common Elements in Parcels I, II and III of POINTE ROYALE CONDOMINIUMS shall be the responsibility and the expense of the Association and the Common Expense of all of the Condominium Unit Owners and assessed according to the percentage of ownership of the Common Elements set forth in Paragraph 3(b) of this Declaration.

18. **Compliance with Provisions of Declaration Mandatory.**

Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION and the Rules and Regulations, decisions and resolutions of the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION as the same may be lawfully adopted 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 Board of Managers in the name of the Association or POINTE ROYALE PROPERTY OWNERS ASSOCIATION on behalf of the Owners or, in a proper case by an aggrieved Owner.

19. **Revocation of 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 Units in the Project consent and agree to such revocation or 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 percent (75%), 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 Unit shall have a permanent character and

shall not be altered without the consent of all of the Unit 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 mortgages 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 Article of Incorporation of the Association or Articles of Incorporation of POINTE ROYALE PROPERTY OWNERS ASSOCIATION may be amended as provided herein and the Missouri General Not-For-Profit Corporation Act, and the By-Laws of the Association and the By-Laws of POINTE ROYALE PROPERTY OWNERS ASSOCIATION may be amended as provided in said By-Laws.

20. **Special Declarant Right to Amend Declaration.**

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 (a) 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, quasi public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (b) to induce any of such agencies or entities to make, purchase, sell and insure or guaranty deeds of trust covering Condominium Units. 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 or obligation or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant to Declarant to make, execute and record Special Amendments. No Special Amendments made by Declarant shall adversely affect or impair any deed of trust upon a Condominium Unit 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 guaranty the deed of trust on such Owner's Condominium Unit.

21. **Assessment 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 Unit Owners in accordance with Paragraph 3 of this Declaration. The Limited Common Elements shall be maintained as Common Elements and

no Unit Owner shall be separately assessed therefore except as may be determined at a later date by the Executive Board of the Association. Assessments for the estimated Common Expenses of the Association shall be due in advance monthly on the 1st day of each month in each year. The statements for Common Expenses shall be prepared and delivered or mailed to each Owner once a year setting out the amount of Common Expenses estimated for the ensuing twelve (12) month period of time. 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 Units.

- (b) Each Unit Owner's obligation to begin payment of assessments shall begin on the date of the final settlement of the Unit Owner's purchase and, in the case of completed Units owned by Declarant, shall begin on the 1st day of the 4th calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit occurs.
- (c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the 1st day of the assessment period, the assessment for that period shall be prorated.
- (d) The Assessments 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 Unit 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, snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, on behalf of the Unit 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 Unit or any Unit Owner for the reasonable expenses, incurred in

the reconstruction or repair to the Common Elements, limited Common Elements, the individual Unit of any Unit Owner for damage or destruction caused by said individual Unit 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.

22. **Insurance**

- (a) The Board of the Association 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 having a Bests' Insurance Report rating of Class A+ 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. All policies shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a Condominium Unit, which shall provide that the loss, if any, thereunder, shall be payable to the POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., as their interests appear for the use and benefit of mortgagees as their interests may appear.

- (2) Public liability and property damage insurance in such limits as the Board of the Association and the Board of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., may from time to time determine, but not in an amount less than \$50,000 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 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 POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., and activities in connection with the ownership, operation, maintenance and the use of the Project. Said policy shall also contain a “severability of interest” endorsement.
 - (3) Workmen’s Compensation and employer’s liability insurance and all other similar insurance with respect to employees of the Association or POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., in the amounts and in the forms now or hereafter required by law.
 - (4) The Association shall purchase adequate fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto containing any persons who serve the Association without compensation.
 - (5) 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 plat 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 Unit Owner 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 any Unit Owner or members of his household;
 - (3) No act or omission by any Unit 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 Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (5) That such policies may not be cancelled or modified without at least ten (10) days' prior written notice to all of the insured, 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 POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., or POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., as the case may be as the insured, as attorney-in-fact for all of the Condominium Unit Owners, which policy or policies shall identify the interest of each Condominium Unit Owner (Owner's name and Unit number designation) and first mortgagee. Further, the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., shall require the insurance company or companies providing the insurance coverage described herein to provide each Owner and mortgagee a Certificate of Insurance in regard to such Owner's individual Condominium Unit.
- (c) Condominium Unit 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 Board of Managers of the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC., shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.
 - (d) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personalty belonging to an Owner and public liability coverage within each unit shall be the sole and direct responsibility of the Unit Owner thereof, and the Board, the Association, and/or the Managing Agent shall have no responsibility therefore.
 - (e) In the event that there shall be any damage or destruction to, or loss of or taking of a Unit 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 Unit within ten (10) days after the occurrence of such event and the cost of repair is determined.

23. Owners Personal Obligation for Payment of Assessments.

The amount of the Common Expenses assessed by the Association against each Condominium Unit 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 or by abandonment of his Unit. 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 Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from due date thereof, together with all expenses, 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 assessed by the Association but unpaid for the same of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and Special Assessment liens on the Condominium Unit in favor of any assessing Unit, and all sums unpaid on a 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 statement of lien assessment setting forth the amount of such lien indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice of lien shall be signed by one of the Board of by one of the Officers of the Association on behalf of the Association and shall be recorded in the office of the Circuit 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 Unit 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 Unit being foreclosed shall be required to pay to the Association the monthly common assessment for the Condominium Unit during the period of foreclosure. The Association shall have the power to bid on the Condominium Unit 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 Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the 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 Unit 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 encumbrances.
- (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 Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clean of all Common Expense assessments levied thereon prior to such transfer of title and free and clean of all liens created as a result of such assessment.

25. Ascertainability of Unpaid Common Expenses.

- (a) The Unit 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 date that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefore 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 with 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 Units made by Declarant, and such 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.

The Owner of a Condominium Unit may create a junior mortgage (junior to the lien, deed or trust or other encumbrance of a first mortgage), liens or encumbrances on his Condominium Unit; 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 and the Association Articles of Incorporation and By-Laws and provided, further, that such junior encumbrances shall release, for purposes of restoration of any improvements upon the encumbered Condominium Unit, 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 as attorney-in-fact for such junior mortgagee. The lien of the Association for Common Expenses shall always be paramount and superior to the lien for Common Expenses of POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC.

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 in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Common Elements of Limited Common Elements which has been so destroyed, damaged, condemned or becomes obsolete. Title to any Condominium Unit 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 any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., 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 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 Unit 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 Unit Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with 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 percent (75%) or more of the Common Elements and at least seventy-five percent (75%) or more of the first mortgagees of the Condominium Units. Repair and reconstruction of the improvements as used in the succeeding sub-paragraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each Unit 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 all of the Owners and all first mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

- (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 Unit 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 Unit Owners;
 - (2) The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;
 - (3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing properties to the undivided interest of the Unit Owner in the property as provided herein; and
 - (4) The property shall be subject to an action for partition at the suit of any Unit 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 Unit 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 Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner. Assessment 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 percent (80%) or more, of the Common Elements in this Condominium 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 percent

(80%) 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 Unit 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 Unit 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 ten percent (10%) per annum, and all reasonable attorneys' fees. The proceeds derived from the sale of such Condominium Unit 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 Unit Owner.
- (d) Not less than seventy-five percent (75%) of the Unit Owners and all of the first mortgagees of the Units may, by affirmative vote at a meeting of Unit Owners duly called for such purpose, elect to sell the Condominium Property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in any manner and form as may be necessary to affect the sale. Any Unit 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 Unit Owner. The value of such interest, for the purposes of this chapter, shall be that percentage of the value of the property determined by fair appraisal which represents the ownership percentage of the Common Elements allocated to the Unit owned by such objecting Owner.

29. **Condemnation.**

If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Condominium 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 this 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 is taken or condemned, or sold or otherwise disposed of in lieu of or avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners on the same basis of each Condominium Unit 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 Unit Owner.

- (c) **Partial Taking.** In the event that less than the entire Condominium is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium 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 so 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 Units which were taken or condemned; (3) the respective amounts allocated to the taking of or damage to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit 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) thru (5).
- (d) The Association shall timely notify each first mortgagee of any Condominium Unit 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.

30. **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, addressed in the name of the Owner at such registered address.

31. **Period of Condominium 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.

32. **Assessment Reserves.**

Each Owner, other than the Declarant, shall be required to deposit and to maintain with the Association such reserves for the payment of common assessments as may be determined by the Board of the Association. At no time shall said reserve fund be in excess of estimated six (6) months common assessments. Such reserves shall be for the purpose of paying such Owner's Common Assessment, for the 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 comes due. Upon the sale of his Condominium Unit, 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.

33. **Restrictive Covenants and Obligation.**

- (a) The property is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. 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 or constructed on the property except by vote of a majority in interest of the Condominium Unit 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.
- (b) 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 Units, 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 Units and interests therein, including, but without limitation, a business office in one Unit owned by Declarant, storage area, construction yard, signs, model Units in all Units owned by Declarant, a sales office in one Unit owned by Declarant, and a construction office in one Unit owned by Declarant.
- (c) No advertising signs, including a "For Rent" or "For Sale" sign, nor billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Condominium Unit or any occupant thereof.

- (d) Rules and Regulations may be adopted by the Board of the Association and the POINTE ROYALE PROPERTY OWNERS ASSOCIATION concerning and governing the use of the Common Elements and Limited Common Elements and the property owned by POINTE ROYALE PROPERTY OWNERS ASSOCIATION, INC. Such Rules and Regulations shall be furnished to Unit 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 that said Association is obligated by this Declaration to maintain.

34. **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 unit and the Owner's corresponding percentage of Ownership in the common element as a tract, not upon the property as a whole.

35. **Acceptance of Provisions of all Documents.**

A contract for purchase and the conveyance or encumbrance of a Condominium Unit 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 of both the Association and POINTE ROYALE PROPERTY OWNERS ASSOCIATION, 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.

36. **Term of Agreement with Developers, Sponsorers 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 Developer, sponsorer or builder which shall exceed one (1) year in duration and which shall not provide for termination without cause and without a termination fee of ninety (90) days (or less) written notice.

37. **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.

38. **Recreational Facilities.**

There are no recreational facilities to be constructed on the Condominium created by this Declaration; provided, however, Declarant reserves the right to build and construct recreational facilities on any common property of these Parcels I, II and III and any future parcels added to this Condominium during the period of time that Declarant's development rights are in effect.

39. **Development Rights.**

Declarant reserves development rights to add any or all of the real estate as described on Exhibit C to the Condominium as such rights shall be in effect for ten (10) years from the date of recording this Declaration.

40. **General.**

- (a) If any of the provisions of this Declaration or any paragraph, sentence, clause, 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.
- (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 14th day of May, 1986.

POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC., a Missouri corporation

By: See Below
STEVEN S. REDFORD, President

STATE OF MISSOURI)
) §§
COUNTY OF TANEY)

The foregoing Condominium Declaration for POINTE ROYALE CONDOMINIUM PARCELS I, II and III was acknowledged before me this 14th day of May, 1986 by STEVEN S. REDFORD as President of POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC., and by Joe Villines, Jr. as Secretary of POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC.

Witness my hand and official seal.

My commission as Notary Public expires the 14th day of November, 1986.

See Below
Moirra G. Krause, Notary Public

*NOTE: Original signatures on file.