

BYLAWS OF  
HARBORTOWN CONDOMINIUM ASSOCIATION  
(An unincorporated association organized under  
the laws of the State of Missouri)

ARTICLE I - IDENTITY

These are the Bylaws of Harbortown Condominium Association, a Missouri unincorporated Association (the "Association").

The purpose of these Bylaws, the term specifically defined in the Declaration of Condominium of Harbortown Condominium (the "Declaration"), or in Section 448 of the Missouri Revised Statutes (the "Act"), and any laws amendatory thereto and supplemental thereto shall have the same meaning herein.

ARTICLE II - QUALIFICATIONS AND RESPONSIBILITIES OF MEMBERS

The qualifications and responsibilities of members and the manner of the admission into the Association shall be as follows:

2.1 Members. Each unit owner, by virtue of such ownership, shall be a member of the Association, and shall remain a member until such time as such ownership ceases for any reason.

2.2 More Than One Unit Owner. When more than one person owns a unit, all such unit owners shall be members of the Association.

2.3 Registration. It shall be the duty of each unit owner to register his name and the unit number with the Secretary of the Association. If the unit owner does not so register, the Association shall have no duty or obligation to recognize his membership.

2.4 Prohibition of Assignment of Member's Share of Funds in the Association. A share of the member in the funds and assets of the Association cannot be assigned, pledged, encumbered, alienated, transferred or mortgaged in any manner, except as an appurtenance of this unit.

ARTICLE III - MEMBERS MEETING AND VOTING

3.1 Place of Meeting. Meetings of the Association shall be held at the registered office of the Association, or such suitable places within Ralls County, Missouri, convenient to the members, as may be designated from time to time by the Board of Managers.

3.2 Annual Meetings. The members shall meet at least once a year. The annual meeting of the members shall be held on the second Saturday in October in each year, commencing in 1989, and if such day shall be a legal holiday, then on the next secular day following, at such time and place as may be specified by the President or Secretary of the Board of Managers in the notice of such meeting; provided, that the Board of Managers may, from time to time, at any regular or special meeting, designate a different day for the annual meeting. Except as otherwise provided in Section 4.2 of these Bylaws, at each annual meeting the members shall elect a Board of Managers to serve until the next annual meeting and may transact any other business authorized to be transacted by the members.

3.3 Special Meetings. Special meetings of the members may be called at any time by the President of the Board of Managers, and must be called by the President upon receipt of a written request for a special meeting signed by at least two (2) members of the Board of Managers or Twenty Percent (20%) of the unit owners. No business shall be transacted at a special meeting except as stated in the notice thereof. Such notice shall be in writing, shall be sent by United States Mail to the addresses of the units or at such other addresses as any member may have designated to the President or Secretary, and shall be mailed not less than 21 days in advance of the annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided, however, that such notice may be delivered personally to any member if not prohibited by the Statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the Affidavit of the person mailing or delivering said notice. Notice of the meeting may be waived in writing by any member before or after such meeting.

3.4 Attendance of Mortgagee at Meetings. Any mortgagee of or beneficiary of a Deed of Trust encumbering a unit may attend and participate in any general or special meeting, but shall have no vote unless granted same by proxy. Mortgagees and beneficiaries of Deeds of Trust encumbering units shall not be entitled to notice of any regular or special meeting unless such notice is requested in writing, said request to be delivered to the President or Secretary of the Board of Managers.

3.5 Quorum. A quorum at meetings of the members shall consist of members present, in person or by proxy, representing at least Forty Percent (40%) of the total votes in the Association.

3.6 Voting Power, Association Not to Vote. The voting power of members shall be based upon the units owned and the vote allocated to such units by the Declaration. When more than one person is owner of a unit, the votes for that unit shall be cast as the unit owners shall determine, but in no event shall more than one vote allocated by the Declaration to the unit be voted. The votes allocated to a unit shall not be split but shall be voted as a single vote. Notwithstanding anything herein to the contrary, the Association shall not be entitled to cast the votes allocated to any unit owner by it during the period of its ownership. In the event that more than one person is the owner of a unit, and the owners are unable to agree as to the casting of a vote on a particular issue, then the vote of that unit shall be considered an

abstention.

3.7 Manner of Casting Votes. A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all owners of the unit, the vote of which are subject to the proxy, and be filed with the Secretary before the meeting. The proxy shall be valid until revoked in writing by all owners of such unit.

3.8 Action by Members Without Meeting. Any action required by law to be taken by a meeting of members, or any action that may be taken at a meeting of the members, may be taken without a meeting if authorization in writing, setting forth the action taken, is signed by two-thirds (2/3) of the members or as may otherwise be required by the Revised Statutes of the State of Missouri.

3.9 Adjournment When Quorum Lacking. If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

3.10 Manner of Acting. When a question is presented at a meeting, any question brought before the meeting shall be decided by majority votes of the members present in person or by proxy, and voting, unless express provisions of applicable law, the Declaration, or these Bylaws, require more than a simple majority.

3.11 Statement of Members and Votes. At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

3.12 Prohibition of Cumulative Voting. There shall be no cumulative voting.

3.13 Order of Business at Annual and Other Meetings. The order of business at the annual meetings of the members, and, so far as is applicable and practical, at all other meetings of the members, shall be:

- (a) Certification of members and votes present.
- (b) Calling of the role.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Approval of minutes from previous meetings.
- (e) Reports of Officers.
- (f) Reports of committees.

- (g) Appointment by presiding officer of judges of election.
- (h) Election of Directors for the second and subsequent Boards.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

The presiding officer may vary such as the presiding officer deems necessary.

#### ARTICLE IV - DIRECTORS (BOARD OF MANAGERS)

4.1 First Board. The first Board of Managers shall consist of five (5) natural persons appointed by the Declarant, and successors to any thereof appointed by Declarant. Said first Board of Managers and Officers elected hereby shall serve until their successors have been duly elected and qualified. For the purpose of these Bylaws, the phrases "Board of Managers", "Board of Directors", and "Directors" shall be interchangeable, and shall mean one and the same thing.

4.2 Number and Qualifications of Directors. The Board of Managers shall consist of five (5) members, all natural persons, as determined from time to time by the members. Each Board of Managers member ("Director"), except those whom the Declarant is entitled to elect or appoint during the Declarant Control Period, shall be a unit owner. The first and second Directors, or their successors, elected by the unit owners, shall serve until the expiration of the Declarant Control Period. Upon termination of the Declarant Control Period, two (2) Directors shall be elected to serve for one (1) year, two (2) Directors shall be elected to serve for two (2) years, and one (1) Director shall be elected to serve for three (3) years. Thereafter, all terms shall be for three (3) years, with not less than one (1) Director and approximately one-third (1/3) of the Directors to be elected at each annual meeting.

#### 4.3 Election of Directors.

- (a) During Declarant Control Period. At the first annual meeting of the members, and at each subsequent meeting during the Declarant Control Period, the Directors shall be appointed by Declarant or persons designated by Declarant; provided, however, that not later than 60 days after the conveyance of the first eight (8) units which may be created to unit owners other than Declarant,

a regular or special meeting shall be held at which one (1) Director who is a unit owner will be elected. Upon conveyance of Fifty Percent (50%) of the units which may be created to unit owners other than Declarant, a second member of the Board of Managers shall be elected by the unit owners, other than Declarant. Declarant shall have the right to designate which appointed member of the Board of Members shall be removed for replacement by a member to be elected by the unit owners, other than Declarant.

- (b) After Declarant Control Period. Not later than the termination of the Declarant Control Period, all the Directors shall be elected by the members. In order to assure that Directors will be so elected, a meeting or special meeting of the members shall be held prior to such termination to elect, effective immediately upon termination, who shall become Directors upon termination of the Declarant Control Period.
- (c) Votes Required. Directors shall be elected by a majority vote. In order to provide continuity on the Board of Managers, approximately one-third (1/3) of the Board of Managers shall be replaced at each annual election.

4.4 Term. The term of each Director after the first annual election by members shall be for three (3) years and until that Director's successor has been fully elected and has qualified.

4.5 Removal. Any member of the Board of Managers may be removed, with or without cause, by a vote of Sixty-Seven Percent (67%) of the members entitled to cast votes in the Association, at a special meeting called for such purpose, and a successor may then and there be elected by the members to serve for the balance of the predecessor's term, and until his successor has been duly elected and is qualified; provided, however, that any Director on the first Board of Managers, and any Director on any subsequent Board of Managers, whom Declarant appointed or elected, may be removed or replaced at any time, and from time to time, only by act of the Declarant, with or without cause.

4.6 Vacancies. Any vacancy in the Board of Managers arising out of the removal, death, resignation or disqualification of a Director appointed or elected by Declarant shall be filled only by appointment made by Declarant. Any other vacancy in the Board of Managers shall be filled by act of the re-

maining Directors, whether or not they constitute a quorum, and a Director so elected shall serve for the unexpired term of his predecessor in office, and until his successor has been duly elected and qualified.

4.7 Organizational Meeting of Newly Elected Board. The organizational meeting of a newly elected Board of Managers shall be held within ten (10) days of its election, at such time and place as shall be fixed by such Directors at the meeting at which they were elected, and no further notice of such organizational meeting shall be necessary, provided a quorum shall be present.

4.8 Regular Meeting. Regular meetings of the Board of Managers may be held at such time and place as may be determined, from time to time, by a majority of the Directors. Notice of regular meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meeting, unless such notice is waived. All Board of Managers' meetings shall be open to members.

4.9 Special Meetings. Special meetings of the Board of Managers may be called by the President and must be called by the Secretary at the request of any two (2) Directors. Not less than three (3) days notice of such meeting shall be given personally or by mail, telephone or telegraph; provided, however, in case the President or any Director determines that an emergency exists, then a special meeting may be called by giving such notice as is possible under the circumstances. All notices of special meetings shall state the time, place and purpose of such meeting. No business shall be transacted at any special meeting, except as stated in the notice thereof.

4.10 Waiver of Notice. Any Director may waive, in writing, notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.11 Quorum. A majority of the Board of Managers constitute a quorum for the transaction of business at any meeting of the Board of Managers.

4.12 Adjournment When Quorum Lacking. If at any meeting of the Board of Managers there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice. If a Director signs the minutes of the meeting, such signing shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

4.13 Manner of Acting. Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present, shall constitute the act of the Board of Managers unless consent of a greater number is required by these Bylaws, the Declaration, or express provisions of the applicable Revised Statutes of the State of Missouri.

4.14 Board of Managers Action Without Meeting. Any action required by law to be taken at a meeting of the Board of Managers or any action that may be taken at a meeting of the Board of Managers, may be taken without a meeting if a consent in writing, setting for the action so taken, is signed by all Directors.

4.15 Presiding Officer. The presiding Officer at meetings of the Board of Managers shall be the President. In his absence, the Directors present shall designate one of their number to preside.

4.16 Compensation of Directors Restricted. Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performances of their duties as Directors.

4.17 Powers and Duties of Board of Managers. All of the powers and duties of the Association shall be exercised by the Board of Managers, including those existing under the common law, applicable Statutes, the Act, the Declaration, and these Bylaws, as any thereof may from time to time be amended. A majority of the Board of Managers may prepare, execute, certify, and record amendments to the Declaration made in full compliance with the Declaration on behalf of the Association. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration and Bylaws, and shall include, but not be limited to, the following:

- (a) To elect the officers of the Association.
- (b) To prepare and provide to members annually a report containing at least the following:
  - (i) A statement of capital expenditures in excess of Two Percent (2%) of the current budget or One Thousand Dollars (\$1,000.00), whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years.
  - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Managers.
  - (iii) A statement of the financial condition of the Association for the last fiscal year.
  - (iv) A statement of the status of any pending suits or judgments to which the Association is a party.

- (v) A statement of the insurance coverage provided by the Association.
- (vi) A statement of any unpaid assessments due and payable to the Association, identifying the unit and the amount of the unpaid assessment.
- (c) To adopt and amend budgets and to determine, establish, and collect assessments against members to pay the common expenses of the condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, decorate, furnish, repair, replace and operate the common elements.
- (f) To restore, replace and repair improvements as provided in the Declaration.
- (g) To establish and amend rules and regulations and reasonable penalties for the infraction thereof.
- (h) To enforce the provisions of the Declaration, these Bylaws, the Act, and the rules and regulations established by the Board of Managers or Association, including recovery of monetary penalties and injunctions, and including purchases of units, in the name of the Association, at foreclosure or other judicial sale.
- (i) To obtain and maintain insurance as provided in the Declaration.
- (j) To contract for management of the condominium and to delegate to a manager such powers and duties as the Board of Managers shall determine, except such as are specifically required by the Declaration, these Bylaws, or the Act, to be done by the Board of Managers or the members, provided that no such contract shall be entered into for a period exceeding two (2) years, and shall provide, at the minimum, that it shall be terminable by the Association, for cost, upon 30 days written notice. The Board of Managers, may, but is not required, to contract with the



Declarant for management of the Condominium.

- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and for proper care and maintenance of the common elements.
- (l) To pay all common expenses.
- (m) To contract for such services for the condominium, including utility services for the common elements as the Board of Managers deem necessary and desirable.
- (n) To bring, prosecute, defend, settle and intervene in actions and lawsuits for and on behalf of two or members, with respect to any cause of action relating to the condominium, common elements, or to more than one unit. All costs and expenses incurred with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties or the members benefited thereby, shall be a common expense.
- (o) To pay any amount necessary to discharge any mechanics lien or any other encumbrance levied against the entire property or any part thereof which may, in the opinion of the Board of Managers, constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Board of Managers by reason of such lien or liens shall be specifically assessed to said unit owners.
- (p) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board of Managers, to protect the common elements, or any portion of a building. If the unit owner or owners of a building requiring maintenance and repair have failed or refused to perform said maintenance and repair within the reasonable time after written notice of the necessity

of said maintenance or repair delivered by the Board of Managers, then the Board of Managers shall levy a special assessment against such unit for the cost of said maintenance and repair, which said special assessment shall be enforced in the same manner as herein provided for the assessment of common expenses.

- (q) To enter any unit when necessary in connection with any maintenance or construction for which the Board of Managers is responsible. The Board may likewise enter on any exterior stairway, balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Board of Managers, the expense thereof to be paid from the maintenance fund.
- (r) To establish, dissolve and liquidate, from time to time, reserve accounts for any purpose.
- (s) To perform such other acts as may be delegated to the Association or Board of Managers by applicable statutes, the Declaration, these Bylaws or the Act, to perform such other acts as may be incident to or necessary in the performance of the foregoing.
- (t) To borrow money for the repair, replacement, maintenance and reconstruction of common elements, and to pledge and pay assessments, and any and all other revenue and income for such purpose.
- (u) To buy units, in foreclosure of an assessment lien or at any other time, or for any other reason, and to sell, lease, mortgage or otherwise deal in units from time to time owned by the Association.
- (v) To impose from time to time, and collect, reasonable rates, fees and charges for the use, rental or operation of recreational facilities, if any, and other amenities forming a part of the common elements, other

than limited common elements.

- (w) To grant leases, licenses and concessions not to exceed one (1) year and utility easements through and over the common elements; provided, however, that after conveyance to unit owners other than Declarant (or an affiliate of Declarant) of all units which may be created to which more than Fifty Percent (50%) of the votes are allocated, the Association may, by resolution of the members at a meeting duly called for such purpose, grant leases, licenses and concessions in excess of one (1) year and easements through and over the common elements. The Board of Managers is hereby constituted attorney-in-fact for the unit owners to revise the Declaration or Bylaws as may be specifically required by law and to execute all documents necessary to carry out the terms of this provision.
- (x) To impose and collect reasonable charges, including attorney fees, for the evaluation, preparation and recordation of amendments to the Declaration, preparation of resale certificates required by Section 448.4-109 of the Act, or statement of unpaid assessments.
- (y) To provide for indemnification of the Association's Officers and Directors and to maintain Officers and Directors liability insurance.
- (z) To assess against any unit owner who fails or refuses to make any payment of the common expenses when due, the amount thereof, together with a late charge of Ten Dollars (\$10.00) per month after the 10th day of the month in which the payment becomes due.
- (aa) To assess and levy, after notice and an opportunity to be heard, reasonable fines for the violation of the Act, the Declaration, these Bylaws, or the rules and regulations of the Association.
- (bb) To keep financial records sufficiently detailed to enable the Association to comply with Section 448.3-118 of the Act.

4.18 Execution of Agreements, Etc. All agreements, contracts, deeds, mortgages, or other instruments shall be executed by a majority of the Directors or by such other person or persons as may be designated from time to time by the Board of Managers.

## ARTICLE V - OFFICERS

5.1 Designation of Officers. The Officers of this Association shall be a President, Secretary and Treasurer. Each Officer, except the Assistant Secretary and except those who hold office pursuant to Section 5.3 beyond their term as Director, shall be a member of the Board of Managers. A person may hold one or more of such offices at any one time, except that the President shall not at the same time hold another office in the Association.

5.2 Election of Officers. Each Officer of the Association shall be elected at the organizational meeting of the Board of Managers as provided in Section 4.7 hereof, except that the first Board of Managers shall elect its Officers as soon as practicable after the filing of the Declaration.

5.3 Term. Each Officer shall serve until the next meeting at which Directors are elected after the organizational meeting at which he is elected, and until his successor has been duly elected and qualified. Except that the Officers elected by the first Board of Managers shall serve until their respective successors have been elected and qualified.

5.4 Removal. Any Officer may be removed, with or without cause, and without notice, by a majority vote of the Directors at any meeting of the Board of Managers.

5.5 Vacancy. Any vacancy in any office shall be filled by the Board of Managers and an Officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office, until a successor has been duly elected and qualified.

### 5.6 Powers and Duties of Officers.

- (a) President. The President shall be the Chief Executive Officer of the Association. He shall have all the powers and duties that are usually vested in the Office of the President of a corporation, including, but not limited to, the duty to preside at all meetings of the Board of Managers and of the members at which he is present, and the general supervision over other Officers in the management of business and affairs of the Association. He shall see that all actions and resolutions of the Board of Managers are carried into effect.

- (b) Secretary. The Secretary shall keep minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices required by law. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the Office of Secretary of a corporation. In the absence of the Secretary, said person, as the President shall appoint, shall perform the duties and functions of the Secretary. In the absence of the President, the Secretary shall preside at any meeting of the Board of Managers until such time as the Board of Managers shall choose one of its member to preside at the meeting as is provided in Section 4.15 hereof.
- (c) Treasurer. The Treasurer shall have custody of all of the intangible property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with the accounting practices and principles, and shall submit same, together with all of his vouchers, receipts, records and other papers to the Directors for their examination and approval, as often as they may require. He shall deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated from time to time by the Board of Managers, shall disburse the funds of the Association as ordered by the Board of Managers, and shall perform all other duties incident to the Office of Treasurer of a corporation. If a managing agent or manager be employed, the Board of Managers may designate some or all of the foregoing functions to be entrusted to him or it, subject to overseeing control by the Treasurer.

5.7 Compensation of Officers Restricted. No Officer of the Association shall receive compensation for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

5.8 Additional Officers. The Board of Managers may from time to time elect such other Officers and designate their powers and duties as it, in its discretion, shall find to be required or desirable to manage the affairs

of the Association. Such additional Officers need not be Directors, but must be members of the Association.

#### ARTICLE VI - DIRECTORS AND OFFICERS INDEMNITY

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by the Act, as now enacted or hereinafter amended.

#### ARTICLE VII - PHYSICAL MANAGEMENT

7.1 Depository. The depository of the monies of the Association shall be such bank or banks as may from time to time be designated by the Board of Managers. Withdrawal of monies from such depository shall be only by check signed by two (2) or more members of the Board of Managers, or any other persons as they may from time to time be authorized by the Board of Managers.

7.2 Records of Association. The books, accounts and records of the Association shall be open to inspection and examination by any member of the Association and any holder of a valid lien against any of the common elements or individual units at all reasonable times.

7.3 Fidelity Bonds. Fidelity Bonds shall be obtained by the Board of Managers in accordance with the Declaration. Premiums on such Bonds shall be a common expense.

7.4 Payment Vouchers. Payment vouchers shall be approved by the Board of Managers unless authority to approve the same has been delegated to any Officer or manager by the Board of Managers.

7.5 Fiscal Year. The fiscal year of the Association shall be the calendar year.

#### ARTICLE VIII - ASSESSMENTS

8.1 Obligation of Members to Pay Assessment; Amount of Levy. Until the Association levies a common expense assessment, Declarant shall pay all accrued expenses of the condominium. Thereafter, each unit owner shall be severally liable for the common expenses that are levied against his unit while a unit owner. Each unit shall be assessed in accordance with that unit's allocated interest.

8.2 Allocation of Common Surplus. Any common surplus shall be allocated to each unit in accordance with its allocated interest, and shall be owned by the unit owner of that unit and credited against that unit's propor-

tionate share of common expense subsequently assessed.

8.3 Preparation of Budget. Each year on or before June 21, the Board of Managers shall estimate the total amount of money necessary to pay the costs of wages, materials, insurance, repairs, services, supplies, and other work which will be required during the incident calendar year for the rendering of all services in the performance of all the powers and duties of the Board, together with the reasonable amount considered by the Board of Managers to be necessary for reserves, and shall, on or before November 1, notify each unit owner in writing as to the amount of such estimate, with a reasonable itemization thereof. Said estimated cash requirement (the "budget") shall be assessed to the unit owner according to each unit's allocated interest. Upon ratification of the budget as hereinafter provided, each unit owner shall be obligated to pay, as specified in Section 8.6 hereof, the assessment made pursuant to this paragraph. As soon as available each year, the Board of Managers shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year, the amount actually collected pursuant to the estimates provided, and showing the net amount over or short of actual expenditures plus reserves.

8.4 Ratification of Budget. Within 30 days after adoption of any proposed budget for the condominium, the Board of Managers shall provide a summary of the budget to each unit owner and set a date for a meeting of the unit owners to consider ratification of the budget, which date shall not be less than 14 days nor more than 30 days after mailing the summary of the budget. Unless at the meeting a majority of all unit owners reject the budget, the budget shall be deemed to have been ratified whether or not a quorum is present at such meeting. In the event the proposed budget is rejected, the budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board of Managers.

8.5 Assessment of Lien. Every assessment shall constitute a lien upon each unit assessed from the date the assessment is levied prior to all other liens except only (i) tax liens, including special assessments, in favor of any taxing or assessing authority, (ii) all sums unpaid on any first mortgage against the unit, and (iii) liens and encumbrances recorded before the recordation of the Declaration.

8.6 Payment of Assessments. Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board of Managers in each such notice. If no times and amounts are specified, one-twelfth (1/12) of the assessments shall be paid on or before the first day of each month of the fiscal year of the Association. Payment shall be made to the Association, or as the Board of Managers may from time to time otherwise direct.

8.7 Lien After Foreclosure. When ownership of the unit is transferred by foreclosure under remedies provided in any Deed of Trust, lien of any unpaid assessments as to the unit shall be discharged and paid by the mortgagee. The unit and unit owner acquiring title under the remedies pro-

vided in the Deed of Trust shall be subject only to the lien of assessments which become due after such transfer of title. Nothing in this paragraph shall be construed as a waiver or release of the obligation of the former owner to pay the delinquent assessments.

8.8 Maintenance Fund and Reserves. All sums collected by the Association from assessments shall be accounted for as follows:

- (a) Reserve Fund for Replacement. To this fund shall be credited all sums collected or set aside for the purpose of effecting replacements of structural elements and other common elements of the condominium.
- (b) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payment of assessments and other contingencies.
- (c) Maintenance Fund. To this fund shall be credited collections of assessments for all common expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to either of the above reserve funds.

The Reserve Fund for Replacement shall be established by the Board of Managers and shall be funded by regular installments rather than by extraordinary special assessments. The Reserve Fund described above shall be maintained only such amounts as deemed necessary or desirable by the Board of Managers, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board of Managers, in its direction, selects.

8.9 Special Assessments. If the annual budget becomes inadequate, in addition to the assessments levied as provided in Section 8.3, the Board of Managers, in its discretion, may levy special assessments. The Board of Managers shall serve notice of such further assessment on all unit owners by statement in writing giving the amount and the reasons therefor and such further assessment shall become effective upon ratification as provided in Section 8.4 above. Such further assessments shall be levied for:

- (a) Repair and Maintenance of Common Elements in Condominiums. Maintenance, repair and restoration of the common elements, and operation of the condominium.



- (b) Alterations, Improvements and Additions to Common Elements. Alterations, improvements, and additions to the common elements, provided, however, that any such special assessment involving expenditure of Two Thousand Five Hundred Dollars (\$2,500.00) or more shall first be approved by the voting members of the Association representing at least Fifty-One Percent (51%) of the total votes of the Association, at a special meeting called for such purpose.
- (c) Carrying of Members' Default. Costs and expenses incurred in carrying defaults of a member pursuant hereto.

8.10 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units. Any common expenses associated with the maintenance, repair or replacement of a limited common element shall be assessed against the unit, or in equal shares to the units to which such limited common element was allocated at the time the expense was incurred; provided that maintenance of any parking spaces assigned as a limited common element shall be considered a common expense liability for the entire condominium. In addition, the Association may assess any common expense benefiting less than all of the units against the units benefited in proportion to their allocated interests.

8.11 Failure to Prepare Budget and Levy Annual Assessments, Deficiencies and Procedure. Failure of the Board of Managers to prepare or delay of the Board of Managers in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be terminated and levied by the Board of Managers.

Until a new assessment is levied by the Board of Managers pursuant to Section 8.3, each member shall continue to pay the assessment previously levied pursuant to Section 8.3 and the same amount and at the same periodic time as levied, or as the Board of Managers may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board of Managers in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

8.12 Assessment Role, Statement. All assessments shall be set forth upon a roll of the units, which shall be available in the office of the Association for inspection at all reasonable times by members and security holders, and their duly authorized representatives. Such roll shall include, for each unit, the name and address of the member or members, all assessments levied, and the amount of assessments unpaid. The Association, upon written request, shall furnish to the unit owner, or his authorized agent, a recordable statement setting forth the amount of unpaid assessments currently levied against his unit. The statement shall be furnished within ten (10) business

days after receipt of the request and shall be binding upon the Association and all unit owners. For such statement, a reasonable fee may be charged by the Board of Managers.

8.13 Default and Enforcement. If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments, become a lien against that unit, and may be declared by the Board of Managers to be immediately due and payable in full, with interest, and costs as herein elsewhere provided, without further notice, and may be foreclosed by the Association in the manner provided in Section 448.3-116 of the Act. The lien to secure payment of common expenses shall be in favor of the Board of Managers and their successors in office, and shall be for the benefit of all other unit owners, and may be foreclosed by action brought in the name of the Board of Managers in like manner as a mortgage of real property, as provided in Section 443.190-443.310, Revised Statutes of Missouri.

8.14 Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent shall not bear interest. All delinquent assessments in addition to late charges, shall bear interest at the rate set forth in the notice levying the assessment, not exceeding the rate of interest allowed by the Act from the date of delinquency until paid. All payments upon accounts shall be applied first to interest, then to the late charge, and then to the assessment or installment thereof longest delinquent. The rate of interest charged on delinquent assessments shall be One and One-Half Percent (1.5%) per month, compounded monthly.

8.15 Suits to Recover Assessments. Suit to recover unpaid common expenses, plus late charges, may be brought by the Board of Managers without foreclosing or waiving the lien securing same. In the event suit is filed to recover assessments, the prevailing party shall be entitled to recover the costs of such proceeding, including such reasonable attorneys' fees as may be allowed by the Court together with interest thereon as provided in the preceding Section.

8.16 Rates, Fees and Charges. All rates, fees, charges, fines and penalties imposed by the Board of Managers against, or due from, any member or unit owner may be collected and enforced as an assessment.

8.17 No Waiver of Common Expense Liability. No unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his unit.

## ARTICLE IX

### SUBDIVISION, CONVERSION, RELOCATION AND ALTERATION OF UNITS

9.1 Prohibition. No unit owner may subdivide or convert, relocate, or alter the boundaries of his unit.

## ARTICLE X - COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES

10.1 Compliance. Each unit owner, occupant and security holder, shall be governed by and shall comply with the terms and conditions, obligations, and provisions of the Act, the Declaration, the Articles, these Bylaws, and the rules and regulations, as the same may be amended from time to time.

10.2 Default and Remedies. A default in or failure to comply with any of the terms, conditions and obligations and provisions of the Act, the Declaration, these Bylaws, or the rules and regulations, as the same may be amended from time to time, by any unit owner or occupant, shall be grounds for relief that may include, without intended to limit same or to constitute an election of remedies, an action to recover fines and penalties for such default or failure as determined by the Board of Managers, sums due for damages, and injunction, or any combination thereof, and which relief may be sought by the Association, or by any one or more aggrieved members, or both. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, or the rules and regulations, as the same may be amended from time to time, may, but is not obligated to, perform the same for the members' account, and for such purpose may enter upon his unit, may make necessary repairs, advance expenses or such other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the unit owned by such defaulting member.

10.3 Notice of Default and Failure to Cure. In the event of any such default or failure, the Board of Managers shall promptly serve upon or mail to the defaulting member, and each mortgagee of that member's unit, a written notice specifying the nature of the default, the cure thereof, and a reasonable time in which the cure shall be effected. Within the time limits specified in the notice, the defaulting member may cure the default specified.

10.4 Remedy of Abatement in Addition to Other Remedies. In the event a member fails to effect the cure specified by the Board of Managers and the notice of default within the time specified in such notice, where the default is a structure, thing or condition existing in or on the premises of the member's unit, the Board of Managers, or its duly authorized representative, shall have the right upon obtaining an order from a Court of competent jurisdiction, to enter upon the premises of the member's unit in which, on which, or as to which such default exists, and to abate and remove at the defaulting member's expense, levying an assessment therefor, the structure, thing or condition constituting the default, and the Board of Managers, the Association, and their agents, employees and representatives, shall not thereby be deemed guilty of any manner of trespass, either civil or criminal.

10.5 Recovery of Attorneys' Fees and Costs. At any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the Court, with interest thereon at Eighteen Percent (18%) per annum from the date such costs are incurred until the date

such costs are paid.

10.6 Non-Waiver of Covenants. The failure of the Association or any member thereof to enforce any term, provision, right, covenant or condition that may be granted by the Declaration, these Bylaws, the rules and regulations, or the Act, as same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or any member to enforce such term, provision, right, covenant or condition in the future, irrespective of the number of violations or breaches thereof that may have previously occurred.

10.7 Assessment Lien. Assessment liens created under Article X shall be enforced pursuant to the provisions of Article VIII hereof.

#### ARTICLE XI - AMENDMENT

11.1 Amendment. An amendment to these Bylaws shall be made and approved by not less than Sixty-Seven Percent (67%) of the votes in the Association, and once so made, shall become effective when recorded in the same manner and place as an amendment to the Declaration. A majority of the Board of Managers may prepare, execute, certify and record such amendments.

#### ARTICLE XII - GENERAL PROVISIONS

12.1 Rules and Regulations. The Board of Managers may promulgate from time to time such rules and regulations as it deems reasonable and necessary to govern the administration, management, operation, and use of common elements so as to promote the common use and enjoyment thereof by unit owners and occupants, and for the protection and preservation thereof.

In addition, the Board of Managers may adopt such rules and regulations as it deems reasonable and necessary with respect to units to provide for the common good and enjoyment of all the unit owners and occupants, including, without limitation, rules and regulations with reference to children, animals and leases. Also, the Board of Managers may from time to time establish penalties for infraction of such rules and regulations. Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the Association. However, failure to furnish or post such rules and regulations shall not affect in any way their validity or enforceability. Any such rule or regulation adopted by the Board of Managers may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by the members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board of Managers. All rules and regulations shall be equal and uniformly applicable to all unit owners, occupants and units.

12.2 Parliamentary Authority. Robert's Rules of Order, newly revised, shall govern the conduct of the Association proceedings when not in conflict with the Declaration, these Bylaws, the Act or any of the Statutes of the State of Missouri applicable thereto. The President of the meeting shall have the authority to appoint a parliamentarian if he deems it necessary.

12.3 Compliance with the Act, Conflict, Severability. These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control. In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control. If any such term, provision, limitation, paragraph or clause of these Bylaws or the application thereof to any persons or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

12.4 Interpretation of Bylaws. Whenever appropriate, the singular number may be read as the plural and the plural may be read as the singular. Masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

DECLARATION OF CONDOMINIUM  
OF  
HARBORTOWN CONDOMINIUMS

THIS DECLARATION, is hereby made and executed by Harbortown, Inc., a Missouri Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of property hereinafter referred to as "the property" situated in Ralls County, Missouri, and described as follows:

A complete legal description of the property is attached hereto and incorporated herein by reference as EXHIBIT A.  
A Plat of the Condominiums is attached hereto and incorporated herein by reference as EXHIBIT B.

WHEREAS, Declarant intends that the property, together with all the buildings, improvements and appurtenances of whatsoever kind hereafter located thereon, including building subdivided into condominiums, and all other facilities, shall be submitted to the provisions of the Uniform Condominium Property Act of the State of Missouri as contained in Chapter 448 of the Revised Statutes of Missouri;

NOW, THEREFORE, THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I - DEFINITIONS

The following terms, as used herein or elsewhere in any condominium documents relating to Harbortown Condominiums, unless otherwise provided, are defined as follows:

1.1 Act. Means the Uniform Condominium Act, Chapter 448 of the Revised Statutes of Missouri, 1986.

1.2 Allocated Interest. Means the interest of each unit owner in the aggregate of the undivided ownership of the common elements and common expense liability, the percentage interest attributed to each being set forth in EXHIBIT C attached hereto and incorporated herein by reference, determined on the basis of the ratio of the square footage of living area of each unit to the total square footage of living area of all units of the condominium. The percentage so assigned may be changed as a result of an increase or decrease in the number of units or by adding additional property to the condominium.

1.3 Association. Means the Unit Owners Association which shall be an unincorporated association or such other entity as subsequently authorized

by the unit owners as provided by Section 448.3-101 of the Act.

1.4 Bylaws. Means the Bylaws of the Association annexed hereto as EXHIBIT C and incorporated herein by this reference.

1.5 Common Elements. Means all portions of the condominium other than the units as defined in the Declaration.

1.6 Common Expenses. Means expenditures made by or financial liabilities of the Association, together with all allocations to reserves.

1.7 Common Expense Liability. Means that portion of the cost of maintaining, repairing and managing the property, including limited common elements which is to be paid by each unit owner, said portion being the percentage of the allocated interest attributable to each unit. The percentage so assigned may be changed as the allocated interest is changed.

1.8 Condominium. Means the property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

1.9 Declarant. Means Harbortown, Inc., or its successors, assigns, or agents.

1.10 Declaration. Means this instrument by which the property is submitted to the provisions of the Act as from time to time amended.

1.11 Declarant Control Period. Subject to the provisions set forth in Section 12.1, the Declarant control period shall mean the period commencing on the date hereof and continuing until the earlier of (a) ten (10) years, (b) the date upon which the Declarant surrenders control of the condominium, (c) the date 60 days after the Declarant has conveyed Seventy-Five Percent (75%) of the units which may be created to unit owners other than the Declarant, (d) two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business, or (e) two (2) years after any development right to add new units was last exercised.

Within 60 days after the conveyance of the first eight (8) units which may be created, not less than one member of the Board of Managers (20%) shall be elected by the unit owners other than the Declarant. Upon conveyance of Fifty Percent (50%) of the units which may be created, not less than two (2) of the Board of Managers (40%) shall be elected by the unit owners, other than the Declarant.

1.12 Development Rights. Means the right, or combination of rights, herein reserved to it to add real estate to the condominiums; to create units, common elements, or limited common elements within the condominiums; to subdivide units or convert units into common elements; or to withdraw the property or any part thereof from the condominium.

1.13 Board of Managers. Means the Board of Directors of the Association authorized to act on behalf of the Association.

1.14 Limited Common Elements. Means those portions of the common elements allocated by the Act or this Declaration for the exclusive use of one or more but fewer than all of the units, including, but not limited to, such of the following as may be constructed: shutters, awnings, window boxes, exterior light fixtures, exterior water faucets, back steps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, storage areas, if any, assigned to a single unit, parking spaces, if any, assigned under Section 16.13 of this Declaration, located outside the unit's boundaries, the foregoing being examples of limited common elements which, if provided, may be allocated exclusively to a single unit.

1.15 Majority of Unit Owners. Means the owners of the units to which more than Fifty Percent (50%) of the votes in the Association are allocated.

1.16 Parcel. Means the property and any additional real estate added by subsequent amendment to the Declaration, submitted to the provisions of the Act.

1.17 Person. Means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.18 Plat. Means each and every plat of survey of the property and all units in the property submitted to the provisions of the Act, which may consist of three-dimensional, horizontal and vertical delineation of all such units, and shall include any additional portions of the property added by subsequent amendment.

1.19 Property. Means all the land, property and space, all improvements and structures erected, constructed and contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act and described in EXHIBIT A attached hereto. The property includes units, common areas and limited common areas, if any.

1.20 Record. Means to record in the Office of the Recorder of Deeds of Ralls County, Missouri, wherein the property is located.

1.21 Unit. A portion of the condominium consisting of one unit, each unit is designated and delineated on the Plat, and is designated by this Declaration for separate ownership. The boundaries of each unit, both as to vertical and horizontal planes, are shown on the Plat, and the undecorated surfaces of the perimeter walls facing the interior of the unit, the undecorated surfaces of the ceiling facing the interior of the unit, and the top most



surfaces of the subflooring, specifically the decoration on the surfaces (other than paint) on such perimeter walls, ceilings and subflooring, including without limitation, all paneling, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the decorated surfaces thereof, and all spaces, interior partitions and other fixtures and improvements within such boundaries.

1.22 Unit Owner. Means the person or persons, individually or collectively, who have taken fee simple ownership of a unit.

1.23 Votes. Each unit shall have a vote equal to its allocated interest, to be voted as a whole without subdivision pursuant to the Declaration and Bylaws.

1.24 Special Declarant Rights. Means rights reserved for the benefit of the Declarant to complete improvements indicated on Plat and plans filed with this Declaration; to exercise any development rights; to maintain no more than two (2) sales or display offices on units originally located in Building 1, but upon submission of additional property to the Declaration there may be up to three (3) units maintained by the Declarant as sales or display offices in units located in Buildings 2 through 19, the size of which in the aggregate shall not exceed 4,500 square feet, management offices, signs advertising the condominium, and model; to use easements through the common elements for the purpose of making improvements within the condominium or within the real estate which may be added to the condominium; to make the condominium subject to a master association; or to appoint or remove any officer of the Association or any master association, or any Board of Managers member during the Declarant control, except such members of the Board of Managers as may be elected by the unit owners exclusive of Declarant.

## ARTICLE II - SUBMISSION OF THE PROPERTY TO THE ACT

2.1 Submission. Declarant hereby submits the property to the Act and this Declaration.

2.2 Name. The property shall hereinafter be known as Harbortown Condominiums.

2.3 Division of Property Into Separately Owned Units. Declarant, pursuant to the Act and to establish a plan of condominium ownership for the units, does hereby divide the property into units and does hereby designate such units for separate ownership. The units are contained in one building as shown on EXHIBIT B. See Article XI for expansion rights retained by Declarant.

2.4 Identification of Units. Units in the buildings located on the property have been legally described on the Plat. Units for Buildings 2 through 19 shall be described on such additional Plats as may be recorded

by Declarant. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the owner's corresponding allocated interest, even though the same is not expressly mentioned or described therein. The description of each unit shall include all rights and privileges of said unit, along with storage units, if any, and such limited common elements as may be designated on the Plat as serving a single unit. Each unit owner shall be entitled to the allocated interest appertaining to his unit as computed and set forth in this Declaration pursuant to Section 448.2-107 of the Act.

2.5 Components Serving More Than One Unit. No unit owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through such unit and serving more than his unit, except to the extent of his allocated interest.

2.6 Limited Common Elements.

- (a) The limited common elements, if any, serving or designed to serve each respective unit are hereby allocated solely and exclusively to each unit.
- (b) In addition to the limited common elements as defined in Section 448.2-102 of the Act, limited common elements shall also include such of the items set forth in Section 1.14 of this Declaration as may be provided and described in the Plat.

2.7 Covenants Against Partition. As provided in Section 448.2-107(5) of the Act, common elements are not subject to partition, and any purporting conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of any undivided interest in the common elements, made without the unit through which that interest is allocated, or in a unit made without the common elements and limited common elements allocated to said unit is void. Nothing contained herein shall prevent partition of a unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

2.8 Condominium Ordinances. The condominium is not subject to any ordinance of Ralls County, Missouri, which is not also imposed upon physically similar developments under different forms of ownership. This statement is made pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title of the units of the condominium.

2.9 Location. The condominium is located on State Route "J", in Ralls County, Missouri.

2.10 Unit Allocations. The allocated interest in the common ele-

ments and the common expense of the Association as set forth in EXHIBIT D, attached hereto and hereby made a part hereof.

2.11 Maximum Number of Units. The Declarant reserves the right to create a maximum of 20 buildings containing not to exceed 190 units within the property.

### ARTICLE III - COMMON ELEMENTS

3.1 Common Elements. Included in the common elements are:

- (a) The property, excepting the units, but including parking facilities, driveways, roadways, parking areas not designated as limited common elements, gardens, lawns and sidewalks.
- (b) All electrical wiring throughout the property, except that within units, all pipes, wires, cables, and conduits throughout the property, except that within units; all utility installation, sanitary sewer facilities, laundry facilities provided for general use, if any, and connections for gas, sanitary sewer, electricity, light, water and plumbing except those within units.
- (c) The foundations, exterior walls and interior walls separating units (excluding all wallcoverings and glass surfaces), roofs, gutters, downspouts, common hallways and all other common portions of the property not included within units.
- (d) Any auxiliary buildings, any swimming pool, tennis court and other recreational facilities, if any, and any other structures and facilities which may at any time be situated on the property.
- (e) Formula for determining the allocated interest of each unit in the common elements is determined on the basis of the ratio of the square feet of living area of each unit to the total square footage of living area of all units of the condominium.

### ARTICLE IV - EASEMENTS

4.1 Encroachments. Through construction, settlement or shifting of

any building, should any part of the common elements encroach upon any part of a unit, or should any part of a unit encroach upon any part of the common elements or upon any other unit, easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the unit owner or the common elements, as the case may be, for as long as encroachment exists, provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of any unit owner.

4.2 Easements to Unit Owners. Perpetual easements are hereby established for all unit owners in the property, their families, tenants, guests, invitees and servants, for use and enjoyment of all common elements. In addition thereto, each unit owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, exterior doorway, or terrace which adjoins his unit and to which he has sole access. Provided, however, that no unit owner shall enlarge, modify, improve, decorate or landscape any such balcony, porch or terrace without the prior written consent of the Board of Managers.

4.3 Easements in Gross. Each unit owner shall have an easement in common with the owners of the other units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of other units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other common elements located in each unit and serving other units. The Board of Managers, its appointees, employees or agents, shall have the right of access to each unit to inspect same and to remove violations thereupon, and to inspect, maintain, repair, or replace the common elements contained wholly or partially therein. The property shall be subject to a perpetual easement to the Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by this Declaration and Bylaws and such rules and regulations as may be adopted by the Association in accordance therewith. Should it be necessary to enter a unit to inspect and remove a violation or to inspect, maintain, repair or replace any common element, the appointees, employees, or agents of the Board of Managers shall be entitled to entrance by exhibiting to the unit owner or occupant an order from the Board. Each unit owner and/or occupant of a unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Board of Managers, shall not subject the Board of Managers, its appointees, employees or agents, to trespass, but any damage to the unit as a result of a forced entry or as a result of any repair to a common element from within a unit shall be repaired by the Board of Managers as a part of the common expense. In the event any unit owner or occupant shall fail to provide access to a unit as herein provided, the Board of Managers shall (in addition to exercising other lawful remedies) obtain an order of Court for such access, and the costs and reasonable attorney fees in connection therewith shall be taxed against the unit owner or occupant.

4.4 Utility Easements. Easements as shown on the Plat, or as may be subsequently granted by Declarant or the Board of Managers, are established and dedicated for sanitary and storm sewers, electricity, gas, water and telephones, cable television, and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage ways, gas mains, telephone wires and equipment, and electrical conduits and wires, over, under, along and on the portions of the common elements.

4.5 Access Easement. Perpetual easement of ingress and egress is hereby established for all unit owners in the property, their families, tenants, guests, invitees and servants, from County Road #168 to the property along the 35 foot roadway easement as described in EXHIBIT A and as shown on the Plat.

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

#### ARTICLE V - UNIT OWNERS' RIGHTS AND RESTRICTIONS

The use of the units and common elements is restricted as follows, to-wit:

5.1 Use and Occupancy. Each unit shall be used and occupied by the unit owner, his family and guests, his business invitees and tenants and their guests, for residential purposes only. Provided, however, that the Board of Managers may maintain an office in one of the units in the condominium, for the purpose of managing the units within the condominium. The Board of Managers may exercise the right to approve the number and demeanor of guests of any unit owner prior to said guests' occupancy of the unit, and such approval shall be continuous at the discretion of the Board of Managers or its duly appointed agent. All such use and occupancy as granted in this paragraph shall be subject to the rights reserved by Declarant.

5.2 Ownership by Entity. In the event that other than a natural person is a unit owner, all provisions of this instrument shall apply to all of the occupants of any such unit as though they had title to such unit and the entity owning such unit shall be bound thereby.

5.3 Compliance with Declaration, Bylaws and Rules and Regulations. Each unit owner or occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, and such rules and regulations as from time to time are promulgated by the Board of Managers or the Association, as amended from time to time, and failure to comply with any such provisions and

rules and regulations shall be grounds for an action by the Association, an aggrieved unit owner, or any person or class of persons adversely affected, for appropriate relief, including recovery of damages, injunctive relief, or both.

5.4 Obstructions. There shall be no obstructions on any portions of the common elements, nor any storage in the common elements, without the prior consent of the Board of Managers. No clothes, laundry or other article shall be hung or exposed on any portion of the common elements or on or about the exteriors of the buildings.

5.5 Maintenance of the Units. Each unit owner shall maintain and keep his unit in good order and repair, and shall do nothing which will increase the rate of insurance on the building in which his unit is situated or which would be in violation of law.

5.6 Signs, Windows, Etc. Except for advertisements for the condominium erected by Declarant, no signs shall be hung or displayed on any common element or the inside or outside of windows, patio doors, or placed on walls of any building or on any fences, and no awnings, canopies, shutters, radio or television antennae, satellite dish, or other similar equipment shall be affixed to or placed upon an exterior wall or roof without the prior written consent of the Board of Managers. "For Sale" and "For Rent" signs may not be displayed without written authorization from the Board of Managers. This restriction shall apply to all unit owners, except Declarant, including any unit owner who has acquired title by virtue of foreclosure proceedings on any Deed of Trust for which a unit was security.

5.7 Animals. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind, shall be kept, raised or bred, on any portion of the property, except that two (2) dogs, not exceed 25 pounds each in weight, which must be leashed at all times when they are outside of the unit, two (2) cats or two (2) caged birds may be kept as a pet in a unit, subject to the rules and regulations of the Board of Managers, and applicable law of the jurisdiction wherein said condominium is located. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon written notice from the Board of Managers within 24 hours from receipt of said notice. The determination of whether or not a pet is creating a nuisance or unreasonable disturbance or noise shall be in the sole discretion and judgment of the Board of Managers, and shall not be subject to appeal. Pet owners shall be responsible for complying with all regulations relating to pets established by the Board of Managers. Pet owners shall be responsible for cleaning up their own pet's body waste. Failure to do so shall be grounds for the Board of Managers deeming that pet to be a nuisance.

5.8 Nuisances. No noxious or offensive activity as determined by regulations adopted by the Board of Managers shall be carried on in any units or any common elements, nor shall anything be done which will become an annoyance or a nuisance to other owners or occupants.

5.9 Business Use. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property except that which might otherwise be expressly permitted by the terms of this Declaration.

5.10 Destruction, Alteration or Moving of Interior Walls. No unit owner may change or alter any load bearing wall or partition or any mechanical systems contained in a unit by means of, but not limited to, altering, moving or destroying such wall, partition or mechanical system within the unit without the prior written consent of the Board of Managers.

5.11 Hazardous Use and Waste. No outdoor barbeque grill or similar open fire or flame cooking or heating device may be used on the deck area or patio, if any, of any unit. Nothing shall be done or kept in any unit or common elements that will increase any rate of insurance maintained with respect to the condominium without the prior written consent of the Board of Managers. No unit owner or occupant shall permit anything to be done or to be kept in his unit or the common elements that will result in a cancellation of insurance maintained with respect to the condominium, or that would be in violation of any law, or that will result in a commitment of waste (damage, abuse or destruction) to or in his unit or the common elements.

5.12 Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board of Managers or the Association as more fully provided in the Bylaws.

#### ARTICLE VI - ASSESSMENTS

6.1 Assessment Liens. The Board of Managers shall levy assessments against the units for common expense liability as established in the annual budget for the operation of the condominium. Such assessments shall be a lien on the unit until they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the unit sold, or a money judgment obtained against persons liable therefor, as set forth in the Bylaws.

6.2 Prohibition of Exemption from Liability for Contributions Towards Common Expenses. No unit owner may be exempt from liability for his share of the common expense liability assessed by the Association by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

#### ARTICLE VII MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

7.1 Common Elements by the Association. The management, mainte-

nance, repair, alteration and improvement of the common elements shall be the responsibility of the Association, and the costs thereof shall be a common expense. Maintenance, including repairs and replacements, of limited common elements shall be the responsibility of the Board of Managers, provided, however, the Board of Managers shall have the right to levy an assessment against the owner of the unit to which any limited common element is designated in the amount of said maintenance. All incidental damage caused to a unit by any work on or to the common elements done by or for the Association shall be repaired by the Association, and the costs thereof shall be a common expense.

7.2 Waiver of Claims. Anything herein to the contrary notwithstanding, the Association agrees that it shall make no claim against a unit owner or occupant, and each unit owner and occupant agrees that he shall make no claim against the Association, any member of the Board of Managers, officers of the Association, employees or agents of any thereof, or against any manager retained by the Board of Managers or his or its officers, directors, employees or agents, or other unit owners or occupants, or Declarant, for any loss or damage to any property, or to a unit or personal property therein, even if caused by the act or neglect by any one or more such persons, due to a peril insured against by casualty insurance purchased by the Association or any unit owner or occupant to the extent of the insurance proceeds recovered under all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released, provided, however, that this waiver shall not apply to vandalism or malicious mischief and shall only apply during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such waiver and release shall not invalidate such policy and shall not adversely affect or impair said recovery thereunder. The Association and each unit owner and occupant agree that their respective insurance policies shall contain such a clause or endorsement, and each unit owner or occupant shall furnish evidence reasonably acceptable to the Association of the existence of such a clause or endorsement.

#### ARTICLE VIII - INSURANCE

8.1 Insurance. Not later than the time of the first conveyance of a unit to a person other than the Declarant, the Board of Managers in its own name for the use and benefit of the unit owner, shall be required to purchase and maintain fire and extended coverage insurance policies and, if available, "all risks endorsements" in an amount equal to the replacement value of all improvements and all personal property owned by the condominium; said insurance shall insure the common elements, limited common elements, common fixtures, equipment and personalty, the units and common property of the condominium; the policy of insurance will insure members of the Board of Managers, their agents and employees, and the owners of all units, against any liability, including medical payments to the public or to the owners, their in-



vitees, tenants and any other persons who may be on the property for any reason whatsoever in respect to the use of any of the common elements, the liability under such insurance shall not be less than \$500,000.00 combined single limit. The Board of Managers is further authorized to purchase any additional insurance coverage in such reasonable amounts and limits as the Board of Managers shall deem desirable. Premiums for all such insurance shall be a common expense liability. Fire and extended coverage policies shall be written in the name of the Board of Managers as Trustees for each of the unit owners and the allocated interest established in this Declaration. Insurance maintained under this Subsection shall cover units with horizontal and vertical boundaries, but not improvements or betterments installed by unit owners.

8.2 Insurance Certificate. The Board of Managers upon written request shall issue a certificate of insurance to any unit owner, mortgagee or beneficiary under a Deed of Trust of said unit owner requesting same. Said certificate shall contain a minimum ten (10) day cancellation notice and shall be given to the Board of Managers, each unit owner, each mortgagee or beneficiary under the Deed of Trust to whom the Certificate of Insurance has been issued, prior to any cancellation of said insurance. Said policy shall contain the "special condominium endorsement", shall provide recognition of any insurance trust agreement, shall contain waiver of rights to subrogation against the unit owners, shall provide that said insurance coverage is not to be prejudiced by any act or neglect of an individual unit owner or unit owners which is not within the control of the unit owners collectively and shall provide that said policy is primarily in the event that any unit owner has coverage for the same loss. The policy shall provide that any losses covered by the property policy shall be adjusted with the Association and the insurance proceeds for the loss shall be payable to any insurance trustee designated for that purpose by the Association and shall not be payable to any mortgagee or beneficiary under Deed of Trust. The policies, however, shall not insure the contents of any unit or any improvements or fixtures added to a unit by the unit owner.

8.3 Appointment of Trustee. Declarant in consideration of the funds loaned to it and in consideration of loans which may hereafter be made by various lenders to Declarant and to unit owners, does herewith, on behalf of itself and the future unit owners of this condominium, irrevocably constitute and appoint the Board of Managers, as the true and lawful insurance trustee to receive the proceeds of all fire and extended coverage insurance losses and does herewith require of the Board of Managers that the said Board, upon purchasing any fire or extended coverage policy or policies, shall notify the insurance carrier in writing to make all loss proceeds payable to said trustee. The said trustee shall have full power and authority to adjust and collect all losses and to reimburse itself for reasonable expenses for such adjustment or collection. The trustee shall consult with the affected unit owners. The trustee shall have full power and authority to execute all documents necessary on its own behalf and on behalf of the named insureds and endorse all checks and drafts on its own behalf and on behalf of the named in-

sureds. The trustee shall hold the insurance proceeds in trust for the unit owners and lienholders as their interests may appear. Subject to the provisions of Article IX hereof, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and unit owners and lienholders are not entitled to receive payment of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated. In the event the proceeds are sufficient for reconstruction, the trustee may disburse funds pursuant to Section 11.1, but notwithstanding the provisions thereof, the trustee shall have the right, but not the obligation, to require the funds to be disbursed only against surety bonds, completion guarantees, escrows or such other insurance as may satisfy the trustee. In the event the trustee is of the reasonable opinion that the fire and extended coverage insurance is insufficient to cover the replacement value of the insurable improvements, it may (but shall not be required to) increase the coverage and send the bill for the premium therefor to the unit owners as provided in this Article and to remit the amount of the premium to the party entitled thereto. Nothing herein contained shall impose any liability on the trustee for failing to increase the coverage or failing to increase the coverage sufficiently or for selecting any particular insurance company. The trustee shall have the right to resign or appoint a trustee as successor trustee with full power of substitution as a successor trustee with like powers. In the event that the trustee fails to appoint a successor trustee, then the Association shall appoint said successor trustee. All handling of insurance proceeds shall be at no expense to the trustee, except that the cost of security bonds, completion guarantees, title escrow disbursement charges, if any, shall be the expense of the Board of Managers. Under no circumstances shall the trustee be liable for any act or omission except for fraud, gross negligence or lack of reasonable and ordinary care. All insurance shall be placed with companies licensed in the State of Missouri.

#### ARTICLE IX - DAMAGE, DESTRUCTION AND REPAIR

9.1 General. Any portion of the condominium for which insurance is required under Section 8.1 which is damaged or destroyed should be repaired or replaced promptly by the Association unless (a) the condominium is terminated, (b) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (c) Eighty Percent (80%) of the unit owners, including every owner of a unit or limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense liability. If the entire condominium is not repaired or replaced; (a) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, (b) the insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, and (c) the remainder of the proceeds shall be distributed to all the unit owners or

lienholders as their interest may appear, in proportion to allocated interest of all units. If the unit owners vote not to rebuild any unit, that unit's allocated interest is automatically reallocated upon the vote as if the unit had been condemned under the provisions of Article X hereof and the Association shall promptly repair, execute and record an amendment to the Declaration reflecting the reallocation. Notwithstanding the provisions of this Section, Section 11.1 hereof governs the distribution of insurance proceeds if the condominium is terminated.

9.2 Insurance Proceeds Sufficient to Reconstruct, Effect. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the condominium and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the condominium within 180 days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon recording of such notice:

- (a) The property shall be deemed to be owned in common by the unit owners.
- (b) The undivided interest of the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such unit owner in the common elements.
- (c) Any lien effecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein.
- (d) 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 as their respective interests may appear pursuant to Article XI, after first paying out of the respective interests 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.

9.3 Personal Property Insurance. Each unit owner shall be responsible, if he so desires, for maintaining his own insurance on the contents of his unit, including floors, floor coverings, walls, wall coverings, ceiling covers, cabinets and fixtures, and on any additions and improvements to the

unit, and shall be responsible for insurance on any personal property belonging to him, but stored elsewhere on the property.

9.4 Damage Caused by Unit Owner Not Covered by Insurance. If due to the act or neglect of a unit owner, or a member of his family or household pet or of a guest or other authorized occupant of any unit to any visitor to any unit, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Managers, to the extent not covered by insurance.

#### ARTICLE X - CONDEMNATION

##### 10.1 Condemnation.

(a) In the event it shall become necessary for any public agency to acquire all or any part of the units or common elements of the condominium for any public purpose, the Board of Managers is hereby appointed as attorney in fact and is hereby authorized to negotiate with said public agency for such acquisition and to execute such instruments as may be necessary for convenience to any such public agency. Should acquisition by eminent domain become necessary, only the Board of Managers need be made a party, and monies, damage payments or condemnation awards shall be held by the Board of Managers for the benefit of the owners of the units subject hereto.

(b) If a unit is acquired by eminent domain, or part of a unit is acquired by eminent domain leaving the unit owner with remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the unit owner for his unit and allocated interest, whether or not any common elements are acquired. Upon acquisition, unless otherwise provided, that unit's allocated interest shall automatically be re-allocated to the remaining units in proportion to the respective allocated interest of those units before the taking, and the Board of Managers shall promptly prepare, execute and record an amendment to the Declaration reflecting

the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection shall thereafter be a common element.

- (c) Except as provided in Subsection (b) of this Section, if part of a unit is acquired by eminent domain, the award shall compensate the unit owner for the reduction in value of the unit and its allocated interest, whether or not any common elements are acquired. Upon acquisition, unless otherwise provided, (i) that unit's allocated interest shall be reduced in proportion to the reduction and size of the unit, or on any other basis specified in the Declaration, and (ii) the proportion of the allocated interest divested from the partially acquired unit shall be automatically reallocated to that unit and the remaining units in proportion to the respective allocated interests of those units before the taking, but the partially acquired unit participating in the reallocation on the basis of its reduced allocated interest.

#### ARTICLE XI - SALE AND TERMINATION

##### 11.1 Approval of Sale and Termination; Allocation of Proceeds.

- (a) An agreement to terminate shall be evidenced by the execution of a termination agreement or ratification thereof, in the same manner as a deed, by the requisite number of unit owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. The termination agreement and ratification thereof shall be recorded in the Office of the Recorder of Deeds of Ralls County, Missouri, and is effective only upon recordation.
- (b) The termination agreement may provide that all the common elements and units of the condominium shall be sold following termination. If, pursuant to the agreement, any real estate in the condominium is to be sold following termination, the termination agreement shall set

the minimum terms of the sale.

- (c) The Association, on behalf of the unit owners, may contract for the sale of real estate in the condominium, but the contract is not binding on the unit owners until approved pursuant to Section 9.1 and ratified pursuant to Subsection (a) of this Section. If any real estate in the condominium is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interest in the units. Thereafter, the Association has all powers necessary and appropriate to effect the sale, subject, however, to the provisions of Subsection (b) of this Section. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all powers it had before termination. The proceeds of the sale shall be distributed to the unit owners and lienholders as their interests may appear, in proportion to the respective interests of the unit owners. Unless otherwise specified in the termination agreement, as long as the Association holds title to the property, each unit owner and his successors in interest may have exclusive right to occupancy of the portion of the property which formerly constituted his unit. During the period of that occupancy, each unit owner and his successors in interest remain liable for all assessments and other obligations imposed on the unit owners by the Act, this Declaration, the Bylaws, and by the Association.
- (d) If the property constituting this condominium is not to be sold following termination, title to the common elements and, if this condominium contains only units having boundaries described in the Declaration, title to all of the property in the condominium vests upon termination in the unit owners as tenants in common in proportion to their allocated interest as provided in Subsection (f) of this Section, and liens on the units shift accordingly. While the tenants in common exists, each unit owner and his successors in interest have an exclusive right to occupancy to the portion of the property which formerly constituted his unit.



## Condominium Resale Certificate

**Note: ALL INFORMATION REQUESTED ON THIS CERTIFICATE IS REQUIRED BY THE UNIFORM CONDOMINIUM ACT OF MISSOURI.**

The sale of individual units may be delayed or cancelled if a resale certificate is not available on a timely basis to unit owners to present to Buyers. This resale certificate shall be completed by the governing body of the Condominium Association of Harbortown condominium, Unit number 205 Building number 2 in the city/county of Ralls in the state of Missouri.

Description of condominium complex:

Total Units 68 Owner Occupied Units 68 Rental Units I don't know.

1. Does the Board or Association have the right of first refusal? ☐ yes ☒ no  
If yes, Board ☐ does ☐ does not waive this right  
Is there any other limitation on the right of the unit owner to sell or lease this unit? ☒ yes ☐ no If yes, describe:  
Rental agreements require HOA Board approval.
2. Please fill in the following amounts:
  - Monthly Assessment \$200 Date Due 10th of the month
  - Special Assessment N/A Date Due \_\_\_\_\_
  - Other fees N/A Date Due \_\_\_\_\_
  - The monthly assessment on this unit is paid through \_\_\_\_\_ (date)
  - If payments are late, the following penalties and fees apply: \$10 late fee can be assessed after the 10th.
3. Is any additional special assessment anticipated by the Association or already approved for some future date within the next 2 fiscal years? ☒ yes ☐ no  
If yes, for what purpose: Special assessment may be needed to replace roofs.
4. Is any additional capital expenditure anticipated by the Association within the next two years? ☒ yes ☐ no  
If yes, in what amount and for what purpose? Special Assessment may be needed to replace roofs.
5. Reserves available for capital expenditures \$ 0
6. Reserves designated for specific purposes \$ 34,000
7. Copies of the following documents are attached as required by law. They are current and up to date.
  - Balance Sheet
  - Income and Expense Statement
  - Operating Budget
  - Condominium Declaration
  - Bylaws
  - Rules and Regulations
8. Are there any unsatisfied judgments against the Association? ☐ yes ☒ no  
If yes, What is the status? \_\_\_\_\_
9. Are there any pending law suits against the Association? ☒ yes ☐ no  
If yes, what is the status? Taking depositions in the next couple of weeks.
10. Does the Board or Association have knowledge of any alteration or improvement to this unit which may violate any provision of the declaration? ☐ yes ☒ no  
If yes, what is it? \_\_\_\_\_
11. Does the Association provide insurance coverage for the benefit of unit owner? ☒ yes ☐ no  
If yes, by whom:  
Insurance Company: State Farm  
Broker: \_\_\_\_\_  
Agent: Don Woodson  
Address: 517 Nichols St Fulton, MO 65251-2617  
Telephone: Bus: 573-642-7777 Cell: 573-590-2587
12. Is the condominium project on leased land? ☐ yes ☒ no  
If yes, remaining term is \_\_\_\_\_ years.
13. Is a portion of the common elements leased to others? ☐ yes ☒ no  
If yes, the remaining term is \_\_\_\_\_ years.

This form was prepared by the undersigned who represents that he/she has the authority of the Harbortown Condo Association Condominium Association to make the statements contained in this form.

<u>Dan Niederschulte</u>	<u>Treasurer</u>	<u>11/9/23</u>
SIGNATURE	TITLE	DATE



This document has legal consequences.  
If you do not understand it, consult your attorney.

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Form #2126

07/12

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## CONDOMINIUMS, VILLAS, OR SIMILAR LIFESTYLE COMMUNITIES SUPPLEMENT TO LISTING CONTRACT

**Community Name** \_\_\_\_\_  
**Address** 18434 Lakeview Circle Unit 205, Monroe City, MO 63456  
**Unit Number, if applicable** \_\_\_\_\_

Owner understands that resale of a condominium, villa or similar lifestyle community type of property will involve disclosure of information on the community finances and legal structure, whether required by law or by a buyer's contract offer.

Owner acknowledges receipt of form #2141 or #2141a when completed, should satisfy all disclosure requirements. Owner agrees to promptly request the condominium/community board or its managing agent to fill out form #2141, #2141a, or its equivalent, and supply the requested document copies, at Owner's cost. Owner shall provide REALTOR® with this information.

Missouri law requires owners of most condominium units to request the condominium association or its managing agent to prepare a "Resale Certificate". A buyer's request in the contract of most villas or similar lifestyle communities requires Owner to request managing agent to prepare "Resale Information". The association has ten (10) days to furnish the certificate to Owner, so Owner can deliver it to a buyer. Owner acknowledges that Broker has no legal responsibility in performing these tasks. If Owner needs legal advice, an attorney should be consulted.

_____		Trophy Properties and Auction
OWNER SIGNATURE	DATE	REALTOR® (Printed Company Name)

_____	By: _____
Owner Printed Name	(Authorized Agent Signature) DATE

_____	_____
OWNER SIGNATURE	DATE

_____
Owner Printed Name