

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WILDERNESS MOUNTAIN LODGES CONDOMINIUM**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDERNESS MOUNTAIN LODGES CONDOMINIUM (the "Declaration") is made this \_\_\_\_ day of September, 2021, by Wilderness Mountain Lodges, LLC, a Missouri limited liability company ("Declarant"), whose principal place of business is located at 640 State Highway 248, #17, Branson, Missouri 65616.

**WITNESSETH THAT:**

WHEREAS, Declarant is the owner of a tract of real property situated in Stone County, Missouri, containing approximately forty-seven and six tenths (47.60) acres and being more particularly described on **Exhibit "A"** which is attached hereto, (the "Property"); and

WHEREAS, Declarant wishes to submit the Property to the condominium form of ownership and use in the manner provided in the Uniform Condominium Act, as adopted by the State of Missouri, Chapter 448 RSMo. (the "Act") as WILDERNESS MOUNTAIN LODGES CONDOMINIUM, (the "Condominium"); and

NOW, THEREFORE, Declarant hereby submits the Property and all improvements thereon, the Condominium Units, and all appurtenances thereto to the condominium form of ownership, in accordance with the Act and the terms hereinafter set forth, and consents to the recordation of this Declaration, and declares that the Property, the Condominium Units and all appurtenances thereto are and shall be held, sold, conveyed, mortgaged, hypothecated, encumbered, leased, rented, occupied, improved and used subject to the Act and the covenants, conditions, reservations, restrictions, easements and limitations of record contained or incorporated by reference in this Declaration, as from time to time may lawfully be amended and/or supplemented.

**ARTICLE I  
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Act means the Missouri Uniform Condominium Act as set forth in Chapter 448 of the Revised Statutes of Missouri, as amended from time to time.
2. Allocated Interest means the undivided interest in, to and for the Common Elements and Common Expenses liability allocated to each Condominium Unit as set forth on **Exhibit "B"** hereto, or any amendments thereof, or as set forth herein and as determined by taking the Square Footage of each Condominium Unit, in relation to the total Square Footage of all Condominium Units in the Project as a whole. The "Allocated Interest" will change if additional phases are developed and added to the Project and in accord, **Exhibit "B"** will then be amended to reflect those changes.
3. Association means Wilderness Mountain Lodges Condominium Owners' Association, a Missouri non-profit corporation, the Members of which shall be the Owners of Condominium Units within the Project.
4. By-Laws mean the By-Laws of the Association, a copy of which is attached hereto as **Exhibit "C"**.

5. Building Sewer means the private gravity or low-pressure sewer line extending from a Condominium Unit to the sewer system which serves multiple condominium units.

6. Common Elements means the Land (hereinafter defined), buildings, and all other improvements located on the Land, except for those portions herein defined as Condominium Units. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "Common Elements" in the Act unless specifically stated otherwise herein. Common elements shall also include all communication ways, driveways, all parking spaces, if any, shown on the Plats and, in general all apparatus and installations existing for common use, or necessary or convenient to the operation, maintenance, and use of the Project as condominium property. Parking spaces may be designated as a limited common element (hereinafter defined) but if so, it shall be designated as such on the Plat. Title to the Common Elements shall be in the name of the Association.

7. Common Expense Charge means the assessment levied by the Association for the management and operation of the Project (hereinafter defined) and for repairs, maintenance, insuring, and operation of the Common Elements and Limited Common Elements (including reserves for replacements) by the Association.

8. Common Expense Fund means any accumulation of the Common Expense Charges collected by the Association for the continued maintenance, insuring, repair, and operation of the Project.

9. Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

10. Common Utility means any utility or utility line that services more than one Condominium Unit. This definition is being added to this Declaration pursuant to the requirements of the City of Branson Building Department and is not required under the Missouri Uniform Condominium Act or any other provision of this Declaration.

11. Condominium Building means a building situated on the Land which contains one or more Condominium Unit.

12. Condominium Unit means and refers to each and every free-standing building structure, including the interior and exterior of the Unit and the area of ground that the free-standing building structure sits on, commonly referred to as the "building footprint". The Condominium Unit shall also include any garage, concrete patio, porches, decks and any swimming pool, hot tub, fire pit or other outdoor feature that services a single Condominium Unit. Any garage that accompanies the Condominium Unit, whether attached or detached, shall be labelled as part of the Condominium Unit on the Plat. The Condominium Unit shall be depicted on the Plat but in the event it is not, this provision controls. All heating and air conditioning equipment, ducts and lines, and all utility pipes, lines, systems and fixtures that serve only one (1) Condominium Unit shall also be included within the definition of "Condominium Unit," whether such items are located within the space enclosed by the boundaries of the Condominium Unit or not. Each Condominium Unit is identified by number on the plat which it attached hereto as **Exhibit "D"** or any subpart thereof or addenda thereto and that designation shall constitute the legal description of each Condominium Unit. Each Condominium Unit shall be used for residential purposes only except as designated by Declarant and shall have access to a public road or highway. Each Condominium Unit shall have an allocated interest in the Common Elements and Limited Common Elements of the Project, as described and provided for herein and as set forth on Exhibit "B" hereto.

13. Declarant means Wilderness Mountain Lodges, LLC, a Missouri limited liability company, and its successors and assigns in interest that succeed to any Special Declarant Rights inclusive of the Development Rights to add Real Estate to the Condominium.

14. Declarant Affiliates means any entity authorized in writing to act on behalf of the Declarant.

15. Development Rights means all "development rights" and "special declarant rights" (as those terms are defined in the Act) and other rights reserved by the Declarant in Article X and throughout this Declaration, to add real estate to the Condominium; to create additional Condominium Units, Common Elements, or Limited Common Elements; to subdivide Condominium Units; to convert Condominium Units into Common Elements; to add or remove real estate from the Future Development Property or to withdraw real estate from the Condominium.

16. Executive Board means the Board of Directors of the Association.

17. Future Development Property means the property legally described on **Exhibit "E"** attached to this Declaration and any additions or addenda thereto by amendment hereof. The Future Development Property may be added to the Condominium in phases as provided under the Act and this Declaration.

18. Land means the Property, as described on Exhibit "A" to this Declaration and any additions or addenda thereto by amendment hereof.

19. Limited Common Elements means those portions of the Common Elements reserved for the exclusive use of one (1) or more Owners to the exclusion of other Owners. Limited Common Elements of the Project are designated on the Plat and include the driveways and parking spaces designated for the exclusive use by a specified Condominium Unit. Title to the Limited Common Elements shall be in the name of the Association.

20. Member means a Member of the Association, as more particularly described in Article III hereof.

21. Mortgage means a security interest, deed of trust, or lien granted by an Owner in and to, or against, a Condominium Unit to secure the repayment of a loan, and duly filed for record in the Office of the Recorder of Deeds of Stone County, Missouri.

22. Mortgagee means the person who holds a Mortgage as security for repayment of a debt.

23. Owner means any person, firm, corporation, or other entity which owns, of record, title to a Condominium Unit in the Project. Owner shall not mean a Mortgagee or a person or entity that otherwise holds a security interest in a Condominium Unit.

24. Plat means the drawing and diagram prepared by a registered land surveyor which shows the location, placement and relative size of each Condominium Unit in relation to the Project as a whole. A copy of the initial Plat is attached as Exhibit "D".

25. Project means the Land, the Condominium Buildings, and any and all other buildings, the Condominium Units, the Limited Common Elements and the Common Elements, but not the Future Development Property unless and until it is submitted to the Condominium.

26. Property Manager shall mean any professional manager with whom the Association contracts for the day-to-day management of the Project and/or the administration of the Association and the condominium regime established hereby.

27. Replacement Reserve Fund means the reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to Common Elements and Limited Common Elements.

28. Rules and Regulations means the rules adopted from time to time by the Association concerning the management and administration of the Project for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Declarant, and a copy of such initial Rules and Regulations are attached hereto as **Exhibit "F"**.

29. Square Footage shall mean the total square feet of interior space in each Condominium Unit not including any terraces, patios, decks, porches, attic area, driveways or other Limited Common Elements.

**ARTICLE II**  
**GENERAL PROVISIONS RELATING TO**  
**USE AND OCCUPANCY**

1. Use Restrictions.

(a) Each Owner, other than the Declarant, Declarant Affiliates, their assigns or successors shall use his Condominium Unit solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Condominium Unit, Common Elements, or Limited Common Elements except for Declarant's rights reserved hereunder. The short-term rental of a Condominium Unit for periods of less than thirty days shall not be considered commercial activity, however, the use of a Unit as a "check-in" facility or office for rental, shall be considered commercial activity.

(b) No Owner, other than the Declarant, Declarant Affiliates, their assigns or successors shall have any right to place any sign (including, but not limited to, "for rent", "for sale", "open", "open for business" or "open house" signs) in or on any Condominium Unit, Common Elements, Limited Common Elements or elsewhere on the Project for perpetuity. It is the specific intent of this Restriction that no "for rent", "for sale", "open", "open for business" or "open house" sign shall be displayed inside a Unit to be visible from the outside of a Unit. The Declarant and Declarant Affiliates shall have the right to remove any sign placed without its permission. Notwithstanding the foregoing, an Owner may place one (1) custom made decorative sign on its Condominium Unit of high-quality construction. The sign must be made of wood, steel or other high-grade material and the sign may only reference the "name" of the Condominium Unit or its ownership. The Declarant must, in its sole and absolute discretion, provide prior approval to the content and placement of said signage.

(c) No Owner, other than the Declarant, shall use nor permit his Condominium Unit nor any Common Elements or Limited Common Elements to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Executive Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations).

(d) No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Condominium Unit shall be used unless they are white, beige, light brown or some other similar uniform color approved by the Executive Board.

(e) No emission of light, odor, noise, vibrations, or other nuisance effects except as reasonably expected shall be permitted from any Condominium Unit by any Owner, by any member of an Owner's family, or by an Owner's guests, invitees, licensees, tenants, or the Association.

(f) No animal, other than either two (2) generally recognized household pets, each of less than twenty-five (25) pounds, or one (1) generally recognized household pet of less than forty (40) pounds shall be permitted as to each Condominium Unit.

(g) It is a specific requirement of the Association that the Association must at all times perpetually obtain and maintain, any and all required licenses and/or permits required by the Stone County, State of Missouri and/or any and all governmental agencies.

(h) The Declarant, Declarant Affiliates, their successors and assigns may and will conduct business and commercial activities in or upon the Project, Condominium Units, Common Elements and Limited Common Elements for any business purposes, including short-term and long-term rental, and shall not be in violation of any use restriction set forth in this Declaration. Specifically, the business and commercial activities may include administration, sales, marketing, construction management, resort development, leasing, the erection and maintenance on the Common Elements of advertising signs, sales flags, other sales devices/banners as well as the greeting and accepting of customers, clients, vendors, and associates as is common in a business and commercial environment. The rights granted to the Declarant and Declarant Affiliates shall be perpetual and run with the Project.

(i) Neither the Association nor any Owner, other than the Declarant and Declarant Affiliates, shall have the right or power to subdivide a Condominium Unit. Neither the Association, Owner nor the Declarant or the Declarant Affiliates shall create a Time-share Unit and divide it into Vacation Weeks, "points" or other "time-share" intervals as defined under the Act or Section 407.600 RSMo.

(j) The Declarant and its agents or assigns, shall have the exclusive right to all Declarant names, logos and pictures, including but not limited to Wilderness Mountain Lodges®, Wilderness Mountain Lodges, LLC, and successors/assigns. With prior consent from the Declarant, the Owners or their representatives shall be allowed to use the Declarant name, logo and pictures for advertisement or individual rental promotions for their Condominium or Condominium Unit. This shall include, but not be limited to, the Declarants use and ownership of the website, [www.wildernessmountainlodges.com](http://www.wildernessmountainlodges.com)

(k) It is a specific requirement of the Association (and each Owner) that the Association must at all times and perpetually obtain and maintain comprehensive general liability insurance as defined and outlined under Article V and name the Declarant and Declarant Affiliates as additionally insured. The Association shall provide these parties with a copy of this binder as proof of this insurance. The Association and each Owner accepts title and ownership to their Condominium Unit with this restriction.

(l) It is a specific requirement of the Association that the Association or its Property Manager, must at all times maintain the grounds, the exterior of the building(s), and all landscaping in good condition. If the Association does not maintain the specifically listed Common Elements in good condition, as defined in the sole discretion of the Declarant, the Declarant or Declarant Affiliates can, but is not obligated to, perform said maintenance repairs and/or work and charge the Association for the cost plus a ten percent (10%) administrative fee. Said cost thereof shall be deemed a debt of the Association,

payable on demand, and payments thereof shall bear interest and be secured by a lien on the Association and their Common Elements.

## 2. Nightly-Rental of Units

(a) All Owners may, but are not required, to use their Condominium Unit for transient and/or hotel rentals through any Nightly-Rental reservation system. The leasing and short-term rental of any Condominium Unit as part of the Nightly-Rental Program shall not be subject to approval of the Association. Each tenant or occupant of a Condominium Unit (including Owners) shall comply with the covenants, terms, conditions and restrictions of this Declaration, its rules and regulations and the terms as follows, but as also may be amended from time to time, in the sole and absolute discretion of the Declarant:

- (i) All tenancies are hereby made subordinate to any lien filed by the Association, whether prior to or subsequent to such lease or short-term stay;
- (ii) By this provision, it is expressly understood and agreed that transient rental of Units is expressly authorized herein;

(b) An Owner of a Condominium Unit may submit their Unit to any nightly-rental program, use any online brokerage service such as Airbnb® or VRBO® to procure a guest/tenant, or may rent or lease their unit on a short-term basis by themselves, if and only if (i) the Owner is not in default of any provision herein; (ii) the Owner has not violated the Condominium Rules and Regulations.

(c) There shall be no amendment to this Article II, Section 2, or to any other provision of this Declaration that shall impair the rights established in this Article II, Section 2, without the prior approval of the Declarant and one hundred percent (100%) of the entire voting interests of the Owners.

## 3. Decoration, Maintenance, Alteration, and Repairs.

(a) No Owner, other than the Declarant, shall have any right to modify, alter, repair, decorate, redecorate, improve or to take such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. After obtaining prior written approval from the Declarant and/or Association, an Owner may modify, repair and improve the exterior of any Condominium Unit, provided such action does not impair the structural integrity, weaken the support, or otherwise adversely affect the Unit. No Owner shall have any right to place any sign in or on any Condominium Unit or elsewhere in the Project without the prior written consent of the Executive Board, and the Executive Board shall have the right to remove any sign so placed without permission.

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

(c) The Owner, at the Owner's expense, shall maintain and keep in repair the entire Condominium Unit, including the fixtures and utilities located in the Condominium Unit to the extent current repairs shall be necessary in order to avoid damaging other Condominium Units or the Common Elements. Because the Condominium Unit is a free-standing structure wholly owned by the Owner, the Owner, and not the Association, shall not be responsible for the maintenance, repair or replacement of any portion of the Unit within the boundary set forth in Article 1, Section 10, supra. All fixtures, equipment and utilities installed and included in a Condominium Unit commencing at a point where the fixtures, equipment and utilities enter the Condominium Unit shall be maintained and kept in repair by the

Owner of that unit. If any Owner fails to so maintain a Condominium Unit, or any portion thereof, the Declarant shall have the right (but not the obligation) to perform such work as is necessary to put the Condominium Unit in good order and repair, and the cost thereof shall be deemed a debt of the Owner to the Declarant, payable on demand, and payment thereof shall bear interest. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation or plumbing systems or integrity of the building, or impair any easement or hereditament. An Owner shall not be responsible for repair occasioned by casualty occurring outside a Condominium Unit, unless such casualty is due to the act, inaction, omission, negligence, or misuse of the Owner, by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, as provided in Section 9 hereof, and the Owner's personal liability will be limited as set forth in Section 9 hereof. No Owner shall alter any Common Elements without the prior written consent of the Association.

(d) The Common Elements, including without limitation the Limited Common Elements, shall be maintained by the Association; the Owner of any Condominium Unit as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, decorate, redecorate, improve, or take any other similar action with respect to the Limited Common Elements, it being the obligation of the Association under this Declaration to maintain the Limited Common Elements in an attractive manner for the benefit of all Owners.

#### 4. Easements.

(a) The physical boundaries of the Condominium Units, the Common Elements, and the Limited Common Elements as the same are set out on **Exhibit "D"** hereto and any subparts thereof, amendments or addenda thereto, shall be conclusively presumed to be the boundaries of these areas, notwithstanding any settling, rising or other movement of the buildings or the Land, and regardless of any variances actually existing on the date hereof with respect to these boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any variances, settling, rising, or other movement, and this easement shall exist so long as all or a portion of the Project exists as condominium property pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the Common Elements or Limited Common Elements that is occupied by any part of an Owner's Condominium Unit that is not contained within the physical boundaries of his Condominium Unit. Without limiting the generality of the foregoing, the easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one (1) Condominium Unit.

(c) The Project shall be subject to a perpetual easement in gross to the Association, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration, the Act or the By-Laws. Should it be necessary to enter any Condominium Unit to repair a Common Element, the employees, agents or workmen shall be entitled to entrance by exhibiting to the Owner or any person or persons occupying the Unit, an order signed by the Declarant or any member of the Executive Board, or by a managing agent appointed by the Declarant or Executive Board.

(d) The Declarant, Declarant Affiliates, for themselves, their agents or assigns reserves a perpetual access easement over and across the Land for such purposes as the Declarant sees fit.

(e) The Declarant, Declarant Affiliates, for themselves, their agents or assigns reserves a perpetual access easement over and across the Project for such purposes as the Declarant and Declarant Affiliates sees fit, including, but not limited to the following:

- (i) connection to any utilities;
- (ii) granting any easements required by government bodies or utility companies;
- (iii) the repair, replacement or installation of any utility lines servicing the Project or adjoining property, including, but not limited to, water, sanitary sewer, stormwater run-off, natural gas, electric, telephone, data transmission, or digital or cable television;
- (iv) construction of additional improvements to the Project or on adjoining land;
- (v) use of any roadways in the Project;
- (vi) for light, dust, smoke, odor, fumes, noise, vibrations, or other effects as a result of business activities; and
- (vii) for signs or signage, activities related to sale or rental of Units, and other business purposes.

Furthermore, the Declarant, Declarant Affiliates, for themselves, their agents or assigns reserves an easement over and across the Land, Project, and in and to that portion of the Common Elements and Limited Common Elements necessary to install cable, wire, faceplates, hubs, connectors, antenna, satellite dishes, receivers or other devices used to connect or facilitate digital TV, cable TV, satellite TV, telephone, internet, computer, data or other similar services as the Declarant sees fit.

(f) The Executive Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Project and establish, operate or maintain the same as a viable condominium project.

(g) The Owner(s) and the Association understands that the property conveyed is located adjacent to a lake, and Owner(s) and Association, agrees, understands and assumes the risk associated with owning or occupying a unit adjacent to a lake, including without limitation, the possible personal injury, death or property damage as the result of proximity to said lake and/or water, the noise and other effects associated with the lake environment and the maintenance and operation of the boat dock and all other usual activities associated with the lake environment. The Owner(s) and Association further agree to release and hold harmless the Declarant, Declarant Affiliates, and their assigns from any claims, damages, and liabilities for personal injury, death or property damage sustained by such persons or the invitees, visitors, or other persons using or occupying the property from all other claims, damages, and liabilities relating to the effects on such persons or the property of activities conducted at the lake, including but not limited to the possible flooding of the Land, Project or Units.

5. Legal Description. Every contract for sale of a Condominium Unit, every deed, lease, Mortgage, will or other instrument, may legally describe a Condominium Unit by its identifying unit number as shown on the Plat inserted in the following legal description:

Building \_\_\_\_\_, WILDERNESS MOUNTAIN LODGES  
 CONDOMINIUM, as per the recorded Plat at Plat Book \_\_\_\_\_, Page  
 \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Stone County,  
 Missouri.

Each Condominium Unit, the appurtenant undivided interest in the Common Elements and the appurtenant Limited Common Elements shall together be legally described by the above description and shall be inseparable and may be conveyed, leased, devised or encumbered only as a Condominium Unit. This legal description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Condominium Unit, but also the Owner's corresponding Allocated Interest of ownership in the Common Elements and the Limited Common Elements appurtenant to the



Condominium Unit. Reference to the Condominium Plat in any instrument shall be deemed to include any addenda or amendments thereto. No Owner shall execute any deed, mortgage, deed of trust, lease, contract, will or other instrument conveying ownership or a security interest in his Condominium Unit without including the Condominium Unit's interest in the Common Elements and Limited Common Elements appurtenant thereto. The severance of the combined ownership of a Condominium Unit and its Common Elements and Limited Common Elements is specifically prohibited. Any contract, deed, mortgage, deed of trust, lease, or will or other instrument purporting to convey a Common Element, Limited Common Element or Condominium Unit without an appurtenant interest shall be deemed and taken to include all three (3) interests even though one or more may have been omitted. A Condominium Unit may be held or owned in any real property tenancy relationship recognized under the laws of the State of Missouri. Each Condominium Unit and the undivided interest in the Common Elements appurtenant thereto and the appurtenant Limited Common Elements shall be deemed a parcel and subject to separate assessment and taxation.

6. Declarant's Use of Unsold, Repurchased or Leased Condominium Units. Notwithstanding anything to the contrary herein, for so long as Declarant owns or leases a Condominium Unit in the Project, neither the Association, the other Owners, nor the use of the Project shall interfere with the sale or leasing of the Declarant's Units. The Declarant may make use of its Units and the Common Elements as may facilitate the completion, sale or leasing of the units, including but not limited to the maintenance of a sales office, model unit or units, the showing of the property, and the display of signs. The Declarant, Declarant Affiliates, their assigns, and successors, may designate up to two (2) Condominium Units to be used indefinitely by its manager as an office and/or model unit for business or other permitted use.

7. Swimming Pool & Other Declarant Retained Amenities. It is contemplated that any swimming pool (if built) and other Declarant retained amenities shall eventually be dedicated as common elements and limited common elements, under the control of the Association. Any swimming pool, cabana or other swimming pool related facilities, if built, shall be transferred by the Declarant to the Association, at the discretion of the Declarant. Until Declarant conveys the swimming pool and related facilities to the Association (at which time it shall become a Common Element), the Association shall reimburse Declarant for all maintenance costs related to the swimming pool and its related facilities.

8. Owner Actions. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements or other Condominium Units is caused through or by the act, inaction, omission, negligence, or misuse of an Owner, by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner; provided, however, that the personal obligation of the Owner shall be limited to the amount of the Association's then current insurance deductible amount on its insurance policy(ies) for the Common Elements or Condominium Units. No insurance claim will be made with Association's insurance carrier if the total personal obligation of the Owner is equal to or less than the then current amount of the deductible of the Association's insurance. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after notice to Owner of the amount owed, then the failure to so repay shall be a default by the Owner under provisions of this sections and payment thereof shall bear interest and be secured in the same manner as for Common Expense Charges as set out in Article IV, Section 4 hereof.

9. Violation of Established Rules and Regulations. All restrictions set forth in this Declaration and the Rules and Regulations promulgated by the Declarant and/or the Executive Board may be enforced by (a) the imposition of reasonable monetary fines as provided in the Act, (b) suspension of use of amenities and Common Elements, (c) suspension of voting rights, and (d) suspension of the right to use a Unit for nightly-rental. These powers, however, shall not be construed as limiting any other legal

means of enforcing the use restrictions or Rules and Regulations. All Owners are responsible for the acts of their families, guests and invitees and any violation by the families, guests or invitees of an Owner shall be enforceable against the Owner. Any fines imposed on an Owner shall be considered an assessment against that Owner's Unit and may be collected in the manner provided for the collection of other assessments.

10. Unit Utilities. The utilities that service a single Condominium Unit, including but not limited to, electricity, gas or cable, shall be the responsibility of and paid for by the Unit Owner. This responsibility shall include all things required to connect the Condominium Unit up to said utility and pay for said utility. The utilities that service more than one Condominium Unit, including water and sewer, shall be paid by the Association and included in the Common Expenses and Common Expense Charge to the Owners.

11. Duty to Repair. Any utility that services a single Condominium Unit, including but not limited to any electric, gas, water or sewer line, shall be the responsibility and the Unit Owner and the Unit Owner shall have the obligation to maintain and repair said utility service line at its own cost and expense. This shall include any private gravity or low-pressure sewer line that extends from a single Condominium Unit to the main sewer line that services multiple condominium units.

Any utility that services more than one Condominium Unit, including but not limited to any electric, gas, water or sewer line, shall be considered a Common Element and shall be the responsibility of the Association and the Association shall have the obligation to maintain and repair said utility service line.

12. No Change of Use. This Article II may not be amended nor any use or restriction modified without Declarant's and Declarant Affiliates' prior written consent.

### ARTICLE III MANAGEMENT AND OPERATION OF PROJECT

1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring and operation of the Project as herein provided and as provided in the By-Laws (**Exhibit "C"**) and in the Rules and Regulations (**Exhibit "F"**). The Association shall have all the powers and authority set forth in Section 448.3-102 of the Act. Without limiting the generality of the foregoing, the Association acting through the Executive Board shall be entitled to enter into contracts and agreements concerning the Project as a whole, the Common Elements, the Limited Common Elements or the buildings, as the Executive Board deems reasonably necessary or appropriate to maintain and operate the Project as a viable luxury condominium project, including, without limitation, the hiring of a management company to manage and oversee the operation of the Association and the Project; the right to grant public utility easements for uses the Executive Board shall deem appropriate; and the right to enter into agreements, leases or contracts with adjoining or nearby land owners or associations or entities.

2. Membership in Association. Each Owner, including Declarant, shall be a Member of the Association so long as he/she is an Owner, and such membership shall automatically terminate when ownership ceases. Upon the transfer of ownership of a Condominium Unit, howsoever achieved, including without limitation by foreclosure of a lien upon a Condominium Unit, the new Owner thereof shall, concurrently with the transfer, immediately and automatically become a Member in the Association. If there are one (1) or more Owners of a Condominium Unit, then Owners must designate one (1) of their

number as the voting Member of the Association, which designation shall be made in writing to the Executive Board.

3. Initial Executive Board, Election of First Board.

(a) The "Initial Executive Board", to be designated by the Declarant, shall serve until the "First Executive Board" is elected by the Members. Election of the First Executive Board shall be held in accordance with the By-Laws upon the earlier to occur of: (i) two (2) years after the Declarant or its successors and assigns cease to offer Condominium Units for sale in the ordinary course of business; (ii) two (2) years after any development right to add new Condominium Units was last exercised; or (iii) within sixty (60) days after Declarant has conveyed, by deeds duly executed and recorded to third party purchasers, seventy-five percent (75%) of all the Condominium Units which may be created in the Project (as set forth in Article X). Thereafter, elections of Executive Board members shall be held in accordance with the By-Laws.

4. Meetings of Executive Board. The Executive Board shall meet as set forth in the By-Laws.

5. Voting of Members. For all purposes, each Condominium Unit shall be entitled to one (1) vote which may be cast by the Owner or the designated voting Member of the Association, as prescribed by Article III, Section 2, if any Condominium Unit has more than one (1) Owner. Declarant shall cast the votes for all Condominium Units owned by it which are located within the Project.

6. Disputes. In addition to its other powers conferred by law or hereunder, the Executive Board shall be empowered to create procedures for resolving disputes between Owners and the Executive Board or the Association, including appointment of committees to consider and recommend resolutions of any such disputes.

7. Future Development Property. The Association may not regulate the use of the Future Development Property.

8. Easements. The Executive Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Project and establish, operate or maintain the same as a viable condominium project.

9. Management Company. The Association is entitled to and may enter into a contract with a third-party to manage the Project.

**ARTICLE IV**  
**COMMON EXPENSE CHARGE AND COMMON EXPENSE FUND**

1. Payment of Common Expenses. Subject to Section 2 of this Article IV, each Owner shall contribute to the Common Expense Fund a portion of the annual Common Expense Charge for the expenses and administration of the Project and the maintenance and operation of the Common Elements and the Limited Common Elements which portion shall be in proportion to the Owner's Allocated Interest. The Common Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner shall be exempt from the obligation to pay the Common Expense Charge because of not using his Condominium Unit or the Common Elements, or because of any restriction on his use by reason of this Declaration, the By-Laws, the Rules and Regulations or actions taken by the Association.

2. Budget; Establishment of Common Expense Charge and Common Expense Fund.

(a) On or before January 1, 2023, the "Initial Executive Board" shall meet and establish a budget for the operation and maintenance of the Project for 2023, which budget shall set forth the Executive Board's reasonable estimate of all expenses which the Association will incur in the operation and maintenance of the Project for that year. The initial budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall establish a reasonable reserve fund (herein called the "Replacement Reserve Fund"), for maintenance, repairs, and replacements to Common Elements and Limited Common Elements, including those that must be replaced on a periodic basis. The initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project if the taxing authorities having jurisdiction thereover have not then separately assessed and valued individual Condominium Units.

(b) Thereafter, annually, in the last calendar quarter of each year, the Executive Board shall meet and establish a budget for the next succeeding calendar year. Each annual budget shall be effective the first calendar month of the succeeding year unless Members (eligible to vote) holding at least a majority of the votes in the Association, in writing or by a majority at any regular or special meeting of the Members, reject the budget; PROVIDED, HOWEVER, that if a budget increase is twelve percent (12%) or less, from one year to the next, then the budget shall be effective the first calendar month of the succeeding year unless Members (eligible to vote) holding at least seventy-five (75%) of the votes in the Association, in writing or by a majority at any regular or special meeting of the Members, reject the budget. In the event that an annual budget is rejected by the Members under this provision, the preceding year's budget shall automatically become the ratified budget for the next succeeding year.

(c) After each budget is established, the Executive Board shall determine the Common Expense Charge required for the operation of the Project and the maintenance of the Common Elements and Limited Common Elements and for the allowance for contingencies and the Replacement Reserve Fund for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay yearly, in advance, the portion of the Common Expense Charge so allocated to each Owner. The Common Expense Charge shall be allocated among the Owners according to their respective Allocated Interests.

3. Special Assessments. If the Executive Board at any time, or from time to time, determines that the Common Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the Common Elements and Limited Common Elements, or that funds are needed to enforce the payment of the Common Expense Charge as provided in Section 4 below, then the Executive Board shall have the authority to levy a special assessment as it deems necessary to provide for continued maintenance and operation. A special assessment shall be immediately effective unless Members holding at least a majority of the votes in the Association in writing or by a majority at the next regular or special meeting of the Members reject the special assessment. The special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Common Expense Charge or upon demand if needed immediately by the Association to pay an incurred obligation.

4. Payment of Common Expense Charge; Enforcement.

(a) The Common Expense Charge assessed against each Owner, other than the Declarant, shall be due and payable, in advance, by January 31<sup>st</sup> of each calendar year. Each Owner, other than the Declarant, shall pay its first year's assessments in a prorated amount upon closing the purchase of the Owner's Condominium Unit. Any amount not paid by the due date shall be deemed delinquent, and, without notice, (i) shall bear interest at the rate of eighteen percent (18%) per annum (or a lower rate if

required by law) from the date originally due until paid, and (ii) the Owner shall be required to pay a reasonable administrative fee or collection fee as established by the Declarant or Executive Board.

(b) The Declarant shall have no obligation to pay the Common Expense Charge. The Association shall reimburse the Declarant for all expenditures made by Declarant on behalf of the Association (which shall include all administrative costs, maintenance, renovation and replacement work, insurance and taxes, and any other items required to be paid by the Association hereunder).

(c) The Common Expense Charge shall be a personal and individual debt of the Owner. Suits to recover a money judgment for unpaid Common Expense Charges may be maintained by the Association through the Executive Board without any requirement of a lien for assessments nor shall a suit against the Owner personally be construed as a waiver of the right to maintain a lien.

(d) In order to secure payment of the Common Expense Charge, a lien on each Condominium Unit shall be and is hereby reserved to the Association, and shall be enforceable through appropriate proceedings by the Association. The Association may evidence the lien by having the Executive Board prepare a written notice of lien assessment setting forth the amount of the unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and the legal description of the Condominium Unit. The notice of lien shall be effective when signed by one (1) of the members of the Executive Board or an elected officer of the Executive Board and may be recorded in the Recorder's Office for Stone County, Missouri. The lien shall attach and be effective as of the due date of the unpaid Common Expense Charge and shall remain until all sums with interest and other charges thereon, including any costs of collection and attorney's fees, are fully paid. Thirty (30) days after the notice of lien has been recorded, the lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust on real property. The Owner shall be required to pay the costs, expenses and attorney fees incurred for filing a lien, and in the event of foreclosure, all additional costs, expenses and attorney's fees incurred. The lien herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Condominium Unit whether pursuant to the remedies provided for in its Mortgage, or procedures in lieu thereof, shall not be liable for the unpaid portion of the Common Expense Charge attributable to the Condominium Unit in question that arose prior to such acquisition.

(e) In addition to the lien hereby retained and other remedies described herein, in the event of nonpayment by any Owner of his respective Common Expense Charges, the Association may, acting through the Executive Board, upon ten (10) days prior written notice thereof to the nonpaying Owner, for each and every occurrence of a non-payment;

(i) Restrict the rights of the nonpaying Owner to use the Common Elements, Limited Common Elements, amenities and any facilities available to Owners or the Association by reason of any contracts, understandings or leases in such manner as the Association deems fit or appropriate;

(ii) Prohibit the nonpaying Owner from using his/her unit for nightly/short-term rentals;

(iii) Assess reasonable fines upon the nonpaying Owner;

(iv) Pursue any other remedy provided by law; and

(v) Assess the nonpaying Owner for all costs and expenses, including attorney fees, incurred while exercising the enforcement rights provided hereunder.

5. Common Expense Fund. The Common Expense Charges collected by the Association shall be paid into the Common Expense Fund to be held for the use and benefit, directly or indirectly, of the Project. The Common Expense Fund may be expended by the Executive Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

## ARTICLE V INSURANCE

1. General Provisions. The Executive Board shall obtain the following insurance for the Project, in such amounts as the Executive Board may deem appropriate, except where otherwise specifically indicated, and the premiums shall be paid out of the Common Expense Fund:

(a) The Association shall not be required to obtain any insurance on any Condominium Unit or any fixtures contained within the Condominium Unit. Each Owner shall be required to insure their Condominium Unit as provided in Article V, Section 5, below.

(b) Insurance on all Common Elements, and Limited Common Elements which have insurable value against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Missouri, with such endorsements as the Executive Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof.

(c) Comprehensive general liability insurance, including medical payments insurance, against claims for personal injury or death (minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence) and property damage (minimum coverage of Two Hundred Thousand Dollars (\$200,000.00) per occurrence) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on, or about the Project or upon, in, or about the private driveways, roadways, walkways and passageways, on or adjoining the Project, and at least Two Million Dollars (\$2,000,000.00) in so called "umbrella" coverage, (when and as determined necessary by the Declarant but in no event later than the termination of any period of Declarant control of the Association). Any policy obtained pursuant to this Subsection (c) shall, if possible and practical considering the cost thereof, contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her, or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners, or the Association.

(d) Director's and Officer's liability insurance for the directors and officers of the Association against any liability arising out of such party's status as a director or officer is suggested, but not required.

(e) Such other insurance as the Executive Board deems appropriate to protect the Association and the Owners.

2. Policies. All insurance provided for in this Article shall be obtained from responsible insurers authorized to do business in the State of Missouri, with a Best's rating of "A" or better (if possible), and provide the following:

(a) Primary insured shall be the Association, as Trustee for each Owner in accordance with the Owner's Allocated Interest;

(b) Each Owner shall be named as an insured person with respect to liability arising out of his Allocated Interest;

(c) All Mortgagees shall be named as additional insured's as their respective interests may appear;

(d) The Declarant and Declarant Affiliates shall be named as additional insured;

(e) The insurer shall waive its rights to subrogation under the policy against the Declarant, Declarant Affiliates and any Owner or members of his household;

(f) No act or omission by any Owner shall void the policy or the condition to recovery under the policy;

(g) If at the time of loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance;

(h) The policy may not be terminated for any cause (other than nonpayment of premium which shall require a ten (10) day notice) without at least thirty (30) days prior written notice to the Association, the Declarant and the Mortgagees; and

(i) If possible, all policies of insurance of the character described herein shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Condominium Units damaged during the period of reconstruction thereof.

Any proceeds paid in respect of any insurance policy obtained by the Executive Board pursuant to this Article V shall be held and disbursed by the Executive Board, as Trustee in accordance with this Declaration.

3. Condominium Policy and Subrogation. In the event that an insurance policy specifically designed to meet the insurance needs of condominium projects becomes available in Missouri, the Executive Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article. Each Owner and the Association agree to and hereby waive all rights of subrogation against the Declarant and Declarant Affiliates that they may have now or in the future under any property insurance policies.

4. Waiver of Claims. Each Owner and the Association agree to and hereby waive all claims against the Declarant, Declarant Affiliates and their officers, employees, agents, partners and subcontractors for any and all loss of property, personal or real, for any and all injuries or damages including personal injuries or death that they may have now or in the future under any property insurance policies.

5. Individual Insurance. Each Owner shall be responsible for insuring the Condominium Unit (i.e. the free-standing structure), including interior and exterior improvements, personal property and furnishings located in the Owner's Condominium Unit, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Association for the benefit of all of the Owners as above provided. Each Owner, at his own cost and expense, should carry an individual policy of liability insurance insuring against the liability of the Owner, inasmuch as liability insurance policies to be carried by the Association will, as to each Owner, be only with respect to his liability arising out of the

ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy.

**ARTICLE VI**  
**FIRE OR CASUALTY: REBUILDING**

1. Determination to Rebuild. Any portion of the condominium for which insurance is required under the Act or this Declaration which is damaged or destroyed shall 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 Owners, including every Owner of a Condominium Unit or assigned Limited Common Elements which will not be rebuilt, vote not to rebuild.

2. Rebuilding.

(a) Unless it is determined that the Common Elements, Condominium Building or Buildings shall not be repaired and reconstructed, the Executive Board shall promptly, after the casualty, contract to repair or rebuild the damaged portions of all Condominium Buildings, Common Elements, and Limited Common Elements in accordance with the original plans and specifications therefore.

(b) In the event that the insurance proceeds are insufficient to provide for the needed repairs, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Allocated Interests as a special assessment. The special assessments shall not require the consent of the Members notwithstanding the provisions of Section 3 of Article IV hereinabove. If any Owner shall fail to pay such special assessments when due, the Executive Board may make up the deficiency by payment from the Common Expense Fund. Payment of such assessments shall be enforced as provided for in Section 4 of Article IV hereinabove.

3. Repair of Condominium Units. Each Owner shall be responsible for the repair and replacement of the Condominium Unit and all personal property and furnishings in his Unit, not covered by the Association's insurance.

4. Indemnity of Association. Each Owner shall be responsible for any cost caused through or by the act, inaction, omission, negligence, or misuse of an Owner, by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, as provided in Section 8 of Article II hereof and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any costs.

5. Payment of Insurance Proceeds. All insurance proceeds and other funds received by the Association pursuant to this Declaration as a result of fire or other casualty loss causing damage to, or destruction of a Condominium Unit, Condominium Building, Common Elements or Limited Common Elements shall be disbursed to or for the benefit of the Owners in the following manner:

(a) If the proceeds are being held to repair or reconstruct a Condominium Unit, Condominium Building, Common Elements or Limited Common Elements, then the proceeds shall be applied toward the cost thereof in accordance with the contracts entered into by the Executive Board, acting on behalf of the Association, to complete the repair or reconstruction. Any funds remaining after completion of the repair or reconstruction shall be retained by the Executive Board as a part of the Common Expense Fund or shall be paid to each Owner in accord with each Owner's Allocated Interest, as the Executive Board may determine.



(b) If the entire Project is not repaired or replaced, 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 Project, the insurance proceed attributable to Condominium Units and Limited Common Elements which are not rebuilt should be distributed to the Owners of those Condominium Units and the Owners of the Condominium Units in which those Limited Common Elements were allocated, and the remainder of the proceeds shall be distributed to all Owners as their interests may appear in proportion to the Allocated Interest of the Condominium Units.

(c) If the Owners vote not to rebuild any Condominium Unit, then that unit's Allocated Interest is automatically reallocated as if the Condominium Unit had been condemned and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

(d) If it is determined that the Condominium Project established by this Declaration will terminate, then the proceeds shall be disbursed to or for the account of the Owners in the respective Allocated Interest appurtenant to each Condominium Unit as follows:

- (i) For the payment of all taxes or assessments to the State of Missouri or any political subdivision thereof then due, owing and unpaid;
- (ii) For the payment of all sums unpaid on any first lien Mortgage;
- (iii) For the payment of all sums unpaid on any other Mortgage; and
- (iv) For the payment of any unpaid Common Expense Charge owing;
- (v) The balance remaining, if any, shall be paid to the Owner.

## ARTICLE VII EMINENT DOMAIN

1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Executive Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Executive Board shall give notice of the existence of the proceeding to all Owners and Mortgagees known to the Executive Board. The expense of participation in the proceedings by the Executive Board shall be borne by the Common Expense Fund or if necessary by a special assessment to be levied by the Executive Board. The Executive Board is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Executive Board in its discretion deems necessary or advisable. All damages or awards for any taking shall be deposited with the Executive Board, acting as Trustee, and shall be applied or paid as provided herein.

2. Common Elements Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements that are not Limited Common Elements or exclusively limited to the use of the Owner of one (1) Condominium Unit, the Executive Board shall have the sole authority to determine whether to defend or resist the proceeding; to make any settlement with respect thereto; or to convey property to the condemning authority in lieu of a condemnation proceeding. With respect to any taking of Common Elements, all damages and awards shall be determined for the taking as a whole and not for each Owner's interest therein. After the damages or awards for the taking are determined, they shall be paid to each Owner in proportion to his Allocated Interest. The Executive Board may, if it deems advisable, call a meeting of the Association, at which

meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged.

3. Taking of Less than Two-Thirds of Condominium Units. In the event that any eminent domain proceeding results in the taking of or damage to one (1) or more, but less than two-thirds (2/3) of the total number of Condominium Units, then the damages and awards for the taking and the payment thereof shall be determined in accordance with the following:

(a) The Executive Board shall determine which of the Condominium Units damaged by the taking may be made tenantable and which Limited Common Elements may be made usable for the purposes set forth in this Declaration.

(b) The Executive Board shall determine whether it is reasonably practicable to operate the remaining Condominium Units and Limited Common Elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

(c) If the Executive Board determines that it is not reasonably practicable to operate the remaining Condominium Units and Limited Common Elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Allocated Interests, and the Condominium Project hereby established shall terminate.

(d) If the Executive Board determines that it is reasonably practicable to operate the remaining Condominium Units and Limited Common Elements, then the damages and awards made with respect to each Condominium Unit and Limited Common Elements which the Executive Board has determined is capable of being made tenantable or usable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Condominium Units which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the Limited Common Elements being made usable. With respect to those Condominium Units and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Condominium Unit or has the exclusive right of use of the Limited Common Elements, or to his Mortgagee, as their interests may appear, and the remaining portion of the Condominium Units and Limited Common Elements, if any, shall become a part of the Common Elements and the repair and use thereof shall be determined by the Executive Board. Those Condominium Units which may not be made tenantable shall no longer be considered Condominium Units of the Project and the Allocated Interest appurtenant to each remaining Condominium Unit of the Project shall be adjusted by the Executive Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustment the Executive Board will cause an instrument reflecting the new Allocated Interest appurtenant to each Condominium Unit to be duly recorded.

4. Taking in Excess of Two-Thirds of Condominium Units. If the entire Project is taken, or two-thirds (2/3) or more of the Condominium Units are taken or damaged by the taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Allocated Interests and the Condominium Project hereby established shall terminate upon such payment. Upon such termination, the remaining Condominium Units, Common Elements, and Limited Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by the remaining Owners, as tenants-in-common, in their respective Allocated Interests.

5. Payment of Awards and Damages. Any damages or awards provided herein to be paid to or for the account of any Owner by the Executive Board, acting as Trustee, subject to the provisions of any Mortgage affecting the Condominium Unit, shall be applied first, to amounts due under any Mortgages; secondly, to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Condominium Unit; thirdly, to the payment of any unpaid Common Expense Charges or special assessments charged to or made against that Condominium Unit; and finally to the Owner.

**ARTICLE VIII**  
**AMENDMENTS TO DECLARATION, BY-LAWS**

1. General Provisions. Except as otherwise provided in this Declaration or By-Laws, the provisions hereof may be amended by an instrument approved by a vote of the Members having in the aggregate Allocated Interests totaling not less than sixty-seven percent (67%) thereof, except that so long as Declarant owns a Condominium Unit no amendment shall be effective unless approved by Declarant. Article II of this Declaration may be amended by an instrument approved by an affirmative vote of the 100% of the Members and the Declarant. No Amendment of this Declaration shall be effective until a written notice thereof is duly recorded in the Office of the County Recorder for Stone County, Missouri, along with an affidavit of the members of the Executive Board stating that Members having the requisite Allocated Interests approved the Amendment. Declarant reserves the right to amend the provisions hereof at any time, and from time to time, prior to the recording of a deed to a third party conveying a Condominium Unit. The By-Laws of the Association may be amended as set forth therein.

2. Mortgagee Protections. This Declaration may not be amended in a manner which materially affects the rights or security interest of a Mortgagee without the Mortgagee's consent. Notwithstanding Section 1 above, unless at least sixty-seven percent (67%) of the Mortgagees have given prior written approval, neither the Owners nor the Association shall be entitled to abandon or terminate the Condominium Project.

3. Scrivener's Error. Notwithstanding any provision hereof to the contrary, the right is expressly reserved to the Executive Board to amend this Declaration to correct any scrivener's error, to clarify any contradictory or confusing provisions or to correct an erroneous legal description contained herein.

4. Compliance with Law. In the event any portion of this Declaration is found not to comply with the Act or any other applicable law, the Executive Board with the written consent of the Declarant may amend the Declaration to correct the defect and provide provisions necessary to maintain the Project in compliance with all laws, ordinances and regulations.

**ARTICLE IX**  
**MISCELLANEOUS**

1. Partition. The Common Elements and Limited Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Project is maintained as a condominium pursuant to the Act in accordance with the terms and provisions hereof. The Condominium Units may only be partitioned or subdivided by the Declarant in accord with Declarant's right to create additional condominium units.

2. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

3. Enforcement. The Executive Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity; or the Executive Board, after ten (10) days prior written notice to the Owner in question, may pursue any of the remedies provided in Article IV hereinabove. If the Executive Board or any Owner shall incur any costs or expenses, including attorney fees, while successfully enforcing any of the terms or provisions hereof, these costs and expenses shall be paid by the Owner against whom the enforcement action was directed and shall be collected as a delinquent Common Expense Charge under Article IV, Section 4, hereof. Failure by the Executive Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof. All remedies available to the Executive Board shall be cumulative and not exclusive.

4. Covenant Running with the Land. Subject to change according to Article VIII, the terms and provisions hereof shall be deemed to be covenants running with the Land and shall be binding upon the Declarant, all Owners, and their heirs, legal representatives, successors, and assigns.

5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operations, and enjoyment of the Common Elements and the Project may be amended from time to time by the Executive Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Condominium Unit, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

6. Vacant Condominium Units. The Association specifically requires each Owner, guest, invitee, licensee, tenant, lessee, and family, when vacating their Condominium Unit for more than 24 hour period, must do the following: (a) turn off the Unit's main water shut-off valve, (b) turn off electric circuit breaker(s) to the Unit water heater(s) to prevent equipment damage, and (c) during the months of November, December, January, February, and March maintain a constant temperature of 65 degrees.

7. Exhibits. Exhibits "A" through and including "F", attached hereto, and any subparts thereof, amendments, or addenda thereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

8. Resale Certificates. The Association shall be entitled to charge a reasonable fee as determined by the Executive Board for the cost and expense of preparing Resale Certificates.

9. Dissolution of Project. The Condominium Project may only be dissolved by the Association in accord with the provisions of the Act.

## ARTICLE X DECLARANT RIGHTS

### 1. Future Development.

(a) The Declarant hereby reserves all "development rights" and "special declarant rights" (as those terms are defined in the Act) as are afforded under the various provisions of the Act to the greatest extent possible. The Future Development Property may be developed in various Phases and be annexed by Declarant into the Project within twenty (20) years of the date of this Declaration. The Declarant may add or remove real property to and from the Future Development Property in any portions and order as the Declarant sees fit. The Future Development Property may be annexed in any portions and order as the Declarant sees fit. A portion of the Future Development Property may be annexed without any of the

remainder being annexed. If such development occurs, mutual easements, licenses, and rights shall be granted for the benefit of the Owners and future Owners of Condominium Units located in any Condominium Building hereafter constructed on the Future Development Property. In order to accomplish the orderly and complete development of the Project, and in order to insure the effective administration of the Project during each stage of development, each and every contract purchaser, Owner, lessee or occupant, or holder of any mortgage or other lien, by acceptance of a deed to Condominium Unit or by the acceptance of any other legal or equitable interest in the Project, does automatically and irrevocably consent to the further development of the Project as provided for herein.

(b) The Declarant may add additional real property to the Future Development Property by amending this Declaration to include the additional property, contiguous or non-contiguous, on additional Exhibits numbered "E-1", "E-2", etc. designating the additional property as Future Development Property.

(c) The Future Development Property may be incorporated into the Project by amending this Declaration to include the Future Development Property, or any part thereof, contiguous or non-contiguous on additional Exhibits numbered "A-1", "A-2", etc. designating the additional property as another Phase of the Project, each additional Phase being numbered in sequence. Each time an additional Phase is added to the Project, Exhibits "B" and "D" hereto shall also be amended to show the location, placement and relative size of each additional Condominium Unit in relation to the Project as a whole and the Allocated Interest of each Condominium Unit following the inclusion of more units.

(d) Upon completion of the Project this Declaration shall be amended by attaching hereto final Exhibits "A", "C", and "F" reflecting the entire Project and labeled "A Final", "C Final" and "E Final". The maximum number of Condominium Units which may be included within the Project is one hundred and twenty (120).

2. Use of Common Elements and Limited Common Elements of the Condominium. Declarant hereby reserves, during the entire time that Declarant controls or is represented on the Executive Board, the right to use for their own personal use and benefit, Common Elements or Limited Common Elements (including but not limited to, real property/land relative thereto) of the Condominium.

3. Conversion of Common Elements. Declarant hereby reserves the right for five (5) years following the submission of a common element to the Condominium, to convert such common element into additional unit(s) or remove it from the Development, in its sole and absolute discretion.

4. Assignment of Declarant Rights. The Declarant may assign all, some, or any portion of Declarant Rights (as defined by this Declaration and the Act) that it owns. In the event that Declarant makes a partial assignment of declarant rights, it shall retain all other rights set forth herein that are not specifically transferred in the assignment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand as of the day and year first above written.

WILDERNESS MOUNTAIN LODGES, LLC  
a Missouri limited liability company

By: \_\_\_\_\_  
Steven Redford, Manager

STATE OF MISSOURI        )  
  )ss.  
COUNTY OF TANEY        )

On this \_\_\_\_\_ day of September, 2021, before me personally appeared Steven Redford, to me personally known, who being duly sworn, did say that he is the Manager of Wilderness Mountain Lodges, LLC, a Missouri limited liability company, (the “Company”), that the foregoing instrument was signed in behalf of the Company and the said Manager acknowledged the instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Taney County, Missouri, the day and year first written above.

\_\_\_\_\_  
Notary Public

SEAL

**EXHIBIT B**

**ALLOCATED INTEREST OF COMMON ELEMENTS**

The allocated interest of common elements to each Unit will change over time as the Units are converted from lots to actual structures and as additional Units are added to the Condominium. As such, a particular Unit's interest in the common elements shall be determined with an algebraic formula.

X equals the total square footage of the particular Unit

Y equals the total square footage of all Units added together

Z is the Units allocated interest in the Common Elements

| <u>Unit No.</u>     | <u>Interest in Common Elements</u> |
|---------------------|------------------------------------|
| Building 1, Phase 1 | $X / Y = Z$                        |
| Building 2, Phase 1 | $X / Y = Z$                        |
| Building 3, Phase 1 | $X / Y = Z$                        |
| Building 4, Phase 1 | $X / Y = Z$                        |
| Building 5, Phase 1 | $X / Y = Z$                        |

## EXHIBIT C

### BY-LAWS OF WILDERNESS MOUNTAIN LODGES CONDOMINIUM OWNERS' ASSOCIATION

These By-Laws (hereinafter "By-Laws"), which are hereby established by initial Executive Board of Wilderness Mountain Lodges Condominium Owners' Association, a Missouri non-profit corporation, shall be governed by the definitions contained in the Declaration of Covenants, Conditions and Restrictions for Wilderness Mountain Lodges Condominium, (the "Declaration"), recorded in the Office of the Recorder of Deeds of Stone County, Missouri and shall govern Wilderness Mountain Lodges Condominium Owners' Association (the "Association"). Capitalized terms used herein shall have the meaning provided in the Declaration, unless the context requires otherwise.

#### ARTICLE 1 MEMBERSHIP IN ASSOCIATION

SECTION 1.1 EACH OWNER IS A MEMBER. Each Owner of a Unit shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and shall not be transferred, pledged, or alienated in any way, except upon the sale of a Unit to which it is appurtenant, and then only to the purchaser of such unit. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his or her name to the purchaser of his or her Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

SECTION 1.2 MEMBERS ENTITLED TO VOTE. An Owner shall be deemed to be in good-standing and entitled to vote at any annual or special meeting of the Association if, and only if, such Owner shall have fully paid all Assessments made or levied and due against such Owner by the Board of Directors as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to such Owner's Unit, at least three (3) days prior to the date fixed for such annual or special meeting. Voting rights of an Owner may also be suspended during any period that he is in default under the other terms of the Declaration or these Bylaws.

SECTION 1.3 ONE VOTE PER UNIT. As set forth in Article III, Section 5 of the Declaration, there shall be one vote per Unit only. In case more than one person owns an interest in a Unit, all such persons shall arrange among themselves for one of their number to exercise their voting rights herein established by instrument in writing delivered to the Association (failing in which no votes with respect to such Unit shall be counted for any purpose).

SECTION 1.4 ACTION BY MAJORITY OF MEMBERS. Except as otherwise provided in the Declaration or the Missouri Uniform Condominium Property Act, Section 448.1-101, *et seq.* RSMo. (the "Act"), all matters requiring the approval of Members shall be deemed approved if a majority of Members assent to them by written consent as provided in these Bylaws or, if



approved by a majority vote of a quorum (as set forth in the Bylaws) of Members at any regular or special meeting held in accordance with these Bylaws.

**ARTICLE II**  
**ANNUAL MEETING**

The annual meeting of the Members of the Association shall be at the office of the Association in Stone County, Missouri, or at such other place as designated by the Board the year following, (and each succeeding year), the date on which the "First Executive Board" is elected as described in Article III, Section 3, of the Declaration for the purpose of electing the Executive Board and for the transacting of such other business authorized to be transacted by the Members. The annual meeting shall be held on the First Saturday in November of each year at 3:00 p.m. CST. If the date set for the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day. Unless the date for the annual meeting is changed, no additional notice shall be required for the annual meeting.

**ARTICLE III**  
**SPECIAL MEETING**

Special meetings of the Members may be called by the President of the Executive Board, the Declarant or by the Members whose collective Allocated Interest is not less than twenty percent (20%) of the Allocated Interest of the entire condominium property, including any additions thereto.

**ARTICLE IV**  
**PLACE OF MEETING**

All meetings of the Members shall be held in the State of Missouri, at a place designated as determined by the Executive Board, or if a special meeting, as determined by whoever called the meeting pursuant to Article III above.

**ARTICLE V**  
**NOTICE OF MEETING**

The Association or the Executive Board shall not be required to send out annual reminder notices, (of any kind), of the annual meeting of the Members, as outlined in Article II above. Any notice for a special meeting of the members shall be provided in accordance with the Missouri Uniform Condominium Act.

**ARTICLE VI**  
**MEETING OF ALL MEMBERS**

If all of the Members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid, without call or notice and at such meeting any business of the Association may be undertaken.

**ARTICLE VII**  
**CLOSING OF RECORD OF OWNERSHIP**

The Executive Board of the Association may close its records of membership in the Association for a period not exceeding sixty (60) days preceding the date of any meeting of the Members. If the Executive Board shall not have closed its records or set a date for the determination of voting rights, then only those persons shall be entitled to vote whose names were of record thirty (30) days previous to the date of the meeting.

**ARTICLE VIII**  
**VOTING LIST**

The list of members entitled to vote at a meeting with Allocated Interest held by each Member (the "Voting List"), shall be kept by the Secretary of the Executive Board. The Board of Directors shall be solely and exclusively responsible to verify and substantiate the validity of the Voting List.

**ARTICLE IX**  
**QUORUM**

Twenty percent (20%) of the Allocated Interest of the condominium property, as represented by Members present, either in person or by proxy, shall constitute a quorum at any meeting of the membership.

**ARTICLE X**  
**PROXIES**

At all meetings of Members, a Member may vote by proxy executed in writing by himself/herself or by a representative designated in writing or by the Declaration. The proxy shall be filed with the Secretary of the Executive Board before or at the time of the meeting.

**ARTICLE XI**  
**ELECTION OF DIRECTORS**

The "Initial Executive Board" selected by the Declarant, as described in the Declaration, shall serve until the First Executive Board is selected by the Members. Upon the earlier to occur of the following: (i) sixty (60) days after Declarant has conveyed, by deeds duly executed and recorded, seventy-five percent (75%) of the Condominium Units which may be created within the Wilderness Mountain Lodges Condominium (the "Condominium"), (ii) two (2) years after Declarant last exercised its rights to add, subdivide and/or withdraw Condominium Units by amendment of the Declaration, or (iii) two (2) years after Declarant ceases to offer Condominium Units for sale in the ordinary course of business, the Members shall elect three (3) Directors from the Members of the Association to serve as the First Executive Board until the first annual meeting. Upon the election of the First Executive Board the Initial Executive Board shall immediately resign. At the first annual meeting the Members shall elect three (3) Directors from the Members of the Association to serve as the Executive Board. The Executive Board

member with the most votes shall serve an initial three (3) year term. The Executive Board member with the second most votes shall serve an initial two (2) year term. The Executive Board member with the third most votes shall serve an initial one (1) year term. After the first year, the Executive Board member position being elected, (and each succeeding Board member position being elected), shall be for a three (3) year term. The terms "Board" and "Executive Board" shall collectively refer to the Initial Executive Board, the First Executive Board, and the Executive Board.

The Executive Board shall have a meeting at least annually immediately after and at the same place as the annual meeting of the Members. The Executive Board may provide by resolution the time and place, either within or without the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all of the Executive Board. The Executive Board shall elect from its membership a President, who shall preside over the meeting of the Executive Board and of the Members; further, the Board shall elect a Secretary, who shall keep the minutes of all of the meetings of the Board and of the Membership who shall in general perform all the duties incident to the office of the Secretary; and further, the Board shall elect a Treasurer, who shall keep the financial records and books of account of the Association. Two-thirds (2/3) of the members of the Board shall constitute a quorum. The Board shall not receive any compensation except as is allowed by the approval of the budget by the Members. A member of the Board, except those members of the Initial Executive Board, shall be subject to removal with or without cause at any time by the vote of two-thirds of the allocated interest of the condominium property as voted by the Members at a meeting called for that purpose. If the Initial Executive Board engages the services of an independent manager or managing agent, the First Executive Board shall re-employ or replace that Manager at its first meeting. A majority of the Board shall constitute the authorized action of the Board. If any vacancy occurs in the unexpired term of a member of the Board, the vacancy shall be filled by the remaining members of the Board unless all of the members of the Board are removed by the voting owners.

## **ARTICLE XII** **GENERAL POWERS OF THE EXECUTIVE BOARD**

The Executive Board shall have the following powers, duties, rights and privileges, the act or the exercise of which shall be paid for out of the Common Expense Fund hereinafter provided, as follows:

(a) To estimate the cost of the expenses of administration, modification, maintenance and repair of the Common Elements and any contracted or leased facilities and of all exterior portions of the improvements and property, and after determining the amount required annually for such purposes provide for the payment thereof to the Common Expense Fund in accord with the Declaration, such fund to be held, managed and administered by the Executive Board.

(b) To obtain a policy or policies of insurance, in accord with the requirements of the Declaration. The Executive Board is further authorized to purchase policies of Workmen's Compensation insurance to the extent necessary to comply with Missouri law, if required. Premiums for all such insurance policies shall be common expenses to be paid from the Common Expense Fund.

(c) To furnish, within ten (10) days upon request of any Condominium Unit owner and payment of a reasonable fee therefor, a statement of that owner's account setting forth the amount of any unpaid assessments, whether general or special, or other charges; to keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and any contracted or leased facilities, specifying and itemizing the maintenance and repair expenses of each and any other expenses incurred, whether general or special, and to make such records available for examination by the Condominium Unit owners at all reasonable times.

(d) From time to time, as they may determine, to select a manager or managing agent for the purpose of managing the Condominium and caring for all Common Elements and contracted or leased facilities, and collecting payments from the unit owners, and to agree upon the compensation to be paid to such manager or managing agent, the amount thereof to be added to and be a part of the common expenses and paid out of the Common Expense Fund.

(e) To designate, hire, employ and remove personnel necessary for the maintenance, modification, repair and replacement of the Common Elements and contracted or leased facilities, and to authorize the manager or managing agent to retain, hire, employ, and remove any such personnel, for and on behalf of the Board or on the Board's account.

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

(g) To reconstruct, repair, replace or refinish any improvement; construct, pave, paint, repair, replace or refinish the entrance area and/or entrance drive; replace injured or diseased trees or other vegetation and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Executive Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes; and place, maintain or repair signs as deemed appropriate for the proper identification, use and regulation of the Condominium.

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

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

(j) To maintain and repair any Unit if maintenance or repair is necessary, as determined by the Board, to protect the Common Elements and contracted or leased facilities or any other portion of a Condominium Unit, if the owner of a Unit has failed or refuses to perform the maintenance or repair within a reasonable time, under the circumstances, after written notice (signed by a member of the Board or by the manager or managing agent) of the necessity of the maintenance or repair has been either personally delivered by any member of the Board (or their agents, servants, representatives or employees) or deposited in the mail by the Board (or their agents, servants, representatives or employees) to the address given by such Condominium Unit owner as the address to which the owner has theretofore designated as his/her (their) mailing address; and the Board shall levy a special assessment against the owner for the cost of said maintenance or repair.

(k) To authorize the entry into any Condominium Unit or on any restricted Common Element or Limited Common Element when necessary in connection with any maintenance or construction for which the Board is responsible. Entry into the Condominium Unit itself or the Limited Common Elements appurtenant to the Unit shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Common Expense Fund.

(l) To establish such rules and regulations respecting the use and maintenance of the Condominium Units and the use and enjoyment of the Common Elements, Limited Common Elements and any contracted or leased facilities to prevent unreasonable interference with use of the respective Condominium Units and of the Common Elements, Limited Common Elements and any contracted or leased facilities by the several Unit owners; to establish administrative rules and regulations governing the operation and use of the Common Elements, Limited Common Elements and contracted or leased facilities; provided, however, that the rules and regulations may be amended by a two-thirds vote of the Members at any meeting of the membership held after the election of the First Executive Board.

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

(n) To enter into any contracts, agreements, understandings or leases for real or personal property adjacent to the project to provide facilities or conveniences to the Owners or their guests, lessees or invitees; including, but not limited to, water services, sewage services and facilities, security services, sanitation services and recreational facilities.

(o) The Board shall propose a budget at each annual meeting for the operation and maintenance of the common and limited common facilities.

(p) To do all acts and perform all duties required of and imposed upon the Association by the Declaration and/or which are in the best interests of the Condominium or the Association or which the Executive Board deems necessary to preserve and protect the Common Elements and the beauty thereof. The Executive Board shall be the sole judge as to the appropriate maintenance of the Common Elements.

(q) Unless otherwise prohibited by the Declaration, its Articles of Incorporation or these Bylaws, to take any other action set forth and enumerated in Section 448.3-102 RSMo.

**ARTICLE XIII**  
**AMENDMENT OF BY-LAWS**

These By-Laws may be amended by the Members at any annual meeting or special meeting called for that purpose after the election of the First Executive Board by the vote of Members owning sixty-seven percent (67%) of the Allocated Interests owned by all Members including Allocated Interest owned by the Declarant.

In the case of any conflict between these By-Laws and the Declaration, the Declaration shall control.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of the execution of the Declaration.

IN WITNESS WHEREOF, we, being all of the Initial Executive Board of Wilderness Mountain Lodges Condominium Owners' Association, have hereunto set our hands this \_\_\_\_ day of September, 2021.

**By: Wilderness Mountain Lodges Condominium  
Owners' Association**

By: \_\_\_\_\_  
Steve Redford, Director

By: \_\_\_\_\_  
Moir Darst, Director

By: \_\_\_\_\_  
Steven Redford, Jr., Director

**EXHIBIT D**

**FINAL PLATS OF WILDERNESS MOUNTAIN LODGES CONDOMINIUM**

**EXHIBIT E**

**FUTURE DEVELOPMENT PROPERTY TO WILDERNESS MOUNTAIN LODGES  
CONDOMINIUM**

NONE AT THIS TIME



## **EXHIBIT F**

### **WILDERNESS MOUNTAIN LODGES CONDOMINIUM OWNERS' ASSOCIATION** **RULES AND REGULATIONS**

#### **PREAMBLE**

- A. Wilderness Mountain Lodges Condominium Owners' Association ("Association"), acting through its Board of Directors, has adopted the following rules and regulations ("Rules and Regulations"). These Rules and Regulations may be amended from time to time by resolution of the Board of Directors. Wherever in these Rules and Regulations initial capitalized terms are used, these terms shall have the meanings set forth in the Declaration for Condominium and the By-Laws of the Association. The Board of Directors is primarily concerned about the appearance of your property, the maintenance of goodwill among guests and neighbors, and yourself and the use of the property and facility in a safe manner. Other considerations in the development of these rules are general courtesy, common sense and basic good judgment. The management acting as agents of the Association, has the authority to enforce all of the rules set forth in this document. The Association also has the responsibility to enforce the rules and regulations established by the Board, evict violators, issue fines, and obtain the assistance of law enforcement agencies if needed. However, the first step to resolving any problem is the willingness of you, the Unit Owner, to file a complaint with management.
- B. All Owners and Occupants of Units in Condominiums shall comply with these Rules and Regulations and the provisions of the Condominium Documents, it being the intention of the Board to supplement the provisions in the Documents with the provisions hereinafter set forth. Any provisions inconsistent with the Special Declarant Rights and Development rights of Declarant provided by the Act or the Documents shall not apply to the Declarant nor shall such provisions apply to any Eligible Mortgagee if exempted under the terms of the Documents.
- C. Adequate insurance coverage is a very important obligation of all Condominium Owners. The Association Board of Directors encourages you to check with your insurance professional to ensure that you have the appropriate insurance coverage for your Unit. Please have your insurance agent send us a copy of your insurance certificate for our files. This will greatly help us in case of a loss. The master policy for the Association is a comprehensive policy, which provides coverage for the common elements and other amenities, to the extent required by the Declaration for Condominiums. It does not cover your Condominium Unit or any options or upgrades added to your Unit. You should contact your personal insurance agent to obtain coverage for your Unit and personal property and amenities inside your Unit. Your agent can provide you with a HO-6 or condo policy that will provide protection for your property and your personal liability.

#### **ARTICLE 1**

##### **BUILDING AND GROUNDS**

1. Quiet hours are from 11:00 pm to 7:00 am. During this time, please remember to be considerate of your neighbors. No obnoxious or offensive activity shall be carried on in any area of the Project (individual Units or the Common Areas) either knowingly or negligently, which may be an annoyance or nuisance to other owners or occupants.

2. The use of grills inside any Building or Condominium Unit is prohibited. The placement of grills on patios and decks may be permitted by the Board, on a case by case basis.
3. Use caution when using grills by keeping them away from the building and railings. Owners should use caution in locating grills to avoid damage to the exterior of the Buildings. Any such damage, including, without limitations, damage to the vinyl coating of the Building, shall be the sole responsibility of the owner. All propane tanks shall be turned off at the tank at all times that they are not in use.
4. The general appearance and cleanliness of all outside decks is the responsibility of each Unit Owner and/or his guests.
5. Do NOT place decorative pieces or other items on outside deck railings. Secure all hanging items for the safety of those below.
6. Nothing may be placed over outside railing for drying purposes. Do NOT use any type of 'clothes lines' on decks, patios or in yards.
7. It is each Owner's responsibility to control their children or their guest's children while on Property. There shall be NO climbing or playing on entries, railings, fences, ladders, etc. on the Property. A responsible adult shall supervise minors at all times.
8. Roller-blades, roller-skates and skateboards are prohibited in the parking lots, or the Boardwalk or on the sidewalks. Basketball games/hoops and all other sporting activities are prohibited from the parking lots or sidewalks. Bicycles are permitted.
9. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials, decorations or furniture. Cigarette butts must be disposed of in the proper container. All trash shall be in plastic bags and placed inside the trash hoppers or trashcans provided. The Association may permit furniture in specified Common Areas by written approval prior to the placement of any such furniture. Any such approval is revocable at any time at the discretion of the Association. Disposal dumpsters are located throughout the Property. Make certain dumpster lids are closed. Pick up litter around these receptacles.
10. Burning of refuse is prohibited on the Property.
11. Fireworks, firearms and air guns may not be discharged on the Property at any time. Violators will be subject to Stone County law enforcement.
12. The throwing or launching of any projectiles in the Project is prohibited. This includes but is not limited to stones, rocks and water balloons.
13. It is not the responsibility of the management to provide unit keys to guests of Unit Owners.
14. Only one decorative sign or ornament may be displayed on the outside wall of the primary entrance side of the Unit. No signs may be attached to the outside rails of the Unit deck.

15. The approved window treatments facing the exterior of the building are white, off-white and light brown. There are approved window tints, sunshades and fans. For more information contact the Property Manager.
16. In addition to the winterization period, owners must turn the water and the water-heater breaker OFF each time they leave the Unit for extended periods (i.e.: from weekend to weekend) to minimize the possibility of damage to Units around them. The Owners will be liable for damages for violation of this rule.
17. Each Unit Owner shall comply strictly with the provisions of any recorded Condominium Declarations, including all Community Regulations, the By-Laws, the Rules and Regulations and any amendments thereto.
18. Owners shall not cause or permit any change in utilities or anything to be placed on the outside walls, decks or balconies or the Buildings such as signs, awning, or shutters, other than to the extent otherwise permitted by these Rules and Regulations without the prior approval of the Board. Any installation of an exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device outside any Unit or the deck or patio associated with such Unit as a Limited Common Element shall be subject to approval by the Board as to its location, color, and screening of any such signal reception devices.
19. All refrigerators and washing machines must be attached to the water supply, both hot and cold, using steel braid hoses.

## **ARTICLE II**

### **PETS**

1. Pets are restricted to those restrictions set forth in the Declaration. No other animals are permitted.
2. The Unit Owner at the Unit Owner's cost shall repair any damage incurred in Common Areas caused by the conduct of a pet. Pets must be on a leash (6 foot maximum length) at all times. No animal shall be restricted by chain, rope or other method, which is secured to any portion of a building, tree, shrubbery or stake. Pet owners must immediately clean up after pet's defecation. No pets shall be allowed to create a nuisance or disturbance.
3. Violation of the following provisions of the Article II shall subject violators to the following penalties:
  - a) Unit Owners will be subject to a fine of \$25.00 for each infraction (other than to the extent provided in Section 3 hereof). This rule applies to both the Unit Owner and their guests.
  - b) Any pet unleashed and unattended on the Association property will be confined to be reclaimed by such pet's owner.
  - c) Any pet confined for a second (and any subsequent) time may only be reclaimed by such pet owner paying a reclamation fee of \$50.00.
  - d) Failure of any Owner to reclaim (within 24 hours) a pet will result in that pet being taken to the Stone County Humane Society or other appropriate agency.

4. Do NOT leave pet unattended on decks, patios or yards.
5. Pet Owners with pets that are deemed a nuisance due to excessive noise or threatening behavior will receive a warning based on the first written complaint. Any subsequent complaints will result in a \$50.00 fine per complaint.
6. Any Unit Owner violating the provisions of this Article II more than twice may be prohibited from maintaining any pets in the Project, subject to the right to Notice and Hearing.

### **ARTICLE III** **PARKING**

1. Vehicles parked in spaces not assigned to them or blocking entry walkways or stairways to buildings or dumpsters are prohibited. Only those vehicles marked accordingly may be parked in handicapped designate spots, or a fine will be applied. A fine of \$7.50 per day for any violation of this paragraph will be imposed. After all reasonable attempts to located owners of any illegally parked vehicles (trailers, boats, cars, etc.) have been made, and vehicle is not moved to proper area, owner will be fined an additional \$25.00.
2. The parking, storage or repair of unlicensed, expired license, or disable vehicle is prohibited. Any such vehicle will be subject to removal and storage at commercial storage facilities in the area at the owners cost. There will be no parking or storage of vehicles on premises beyond your stay. Vehicles left unattended for more than 72 hours will be fined \$5.00 per day.
3. Oversized vehicles must be parked (except for loading and unloading) in designated area only.
4. Except such trailers and vehicles used by Declarant or its agents incidental to the exercise of its Development Rights and for sales purposes as set forth in the Declaration, campers, recreational vehicles or boats may not be parked on the Property without prior written approval of the Board. If parked or stored under unauthorized circumstances the owner will be subject to removal and storage (at Owner's or guest's expense) at commercial storage facilities in the area.
5. The use of common area utility services such as water faucets is prohibited unless otherwise authorized.
6. Cooking, sleeping, or living in/on RV's parked in the Condominium is prohibited.
7. The operation, or any other use of a moped, an all-terrain vehicle (ATV) or similar vehicle (other than a golf cart) upon any of the Common Elements of the Project, including paved and unpaved portions thereof, is prohibited: any moped, ATV or other similar vehicle so operated will be subject to impoundment by the Association, the release of which may be obtained upon the payment to the Association of an impoundment fee of One Hundred and 00/100<sup>th</sup> Dollars (\$100); provided that any second or subsequent violation resulting in impoundment of said vehicle shall require the payment to the Association of an amount twice the reclamation fee of \$100.00 for each subsequent occurrence. Motorized vehicles used by physically disabled persons such as motorized wheelchairs or electrically motorized 3 and 4-wheeled scooters are not subject to this restriction.

**ARTICLE IV**  
**OUTDOOR SWIMMING POOL**

1. Obey all rules as posted in the pool area.
2. There are NO LIFEGUARDS. Persons are notified the pool is used at their own risk. Please be careful.
3. NO GLASS CONTAINERS or KEGS are permitted in the pool area. Litter must be placed in proper receptacle.
4. Running on pool deck area is prohibited. General acts of 'horseplay' such as pushing people into the pool is prohibited to prevent danger to those swimming, as well as for the safety of the person being pushed.
5. Noise must be kept to minimum.
6. A responsible adult must accompany children under 16. Any child under the age of seven (7) must wear a PFD (Personal Flotation Device) while in the pool area at all times.
7. Children wearing diapers are NOT allowed in the pool for obvious sanitary reasons.
8. Deck furniture must remain at the pool deck area.
9. Appropriate swim attire must be worn in the pool; no cut-offs are allowed as they cause the filter to clog.
10. Roller-skates, skateboards, roller-blades, bicycles, etc. are NOT permitted in the pool deck area.
11. NO pets are allowed in the pool area.

**ARTICLE VI**  
**SALE OR LEASE OF CONDOMINIUM UNITS**

1. Each Unit Owner in the Condominium, whether acting individually or by and through an agent, shall remain responsible for compliance with the provisions of this rule, in the sale, lease, or other transfer of such Owner's Condominium. Each Unit Owner must make sure all new Unit Owners receive a copy of all Declarations, Resale Certificate, all Lease agreements and the Rules and Regulations.
2. Only the Declarant and the Declarant's agents can post any promotional or marketing signage.
3. The use of a vehicle (or any other mobile device) to which any sign advertising any Owners Unit for sale on the drives, streets, or other common element of property is prohibited.

4. The Association and the Declarant retain the right to remove (or otherwise enforce the removal of) any sign and/or flag, balloon, or other device not in conformity herewith.
5. The furnishings of keys to Owners, their agents or prospective purchasers of any property being offered to sale, lease, or other transfer, is and shall remain the sole responsibility of the Owner. The Association, its agents or employees shall have no obligation in connection therewith.
6. Each Owner (and/or any successor owner) shall remain liable for any unpaid Assessments pertaining to the respective Unit. Provided that the Association will, upon receipt of written request payment thereof, furnish such Owner, agent or Mortgagee with respect to such Unit:
  - a. The amount of the unpaid Common Expenses, current monthly Assessments, the due date thereof, and any credits thereto, upon payment the sum of twenty-five dollars (\$25.00); and
  - b. Such other documents as may be requested pursuant to applicable state condominium laws in effect at the time of such request, upon payment of the actual costs thereof not to exceed the sum of twenty-five dollars (\$25.00).
7. Each Owner, individually or acting by or through an agent, shall be responsible for notifying the Association, Attn: Property Manager, of any transfer of ownership and to furnish the Association (1) the mailing address of the transferee owners, and (2) a “recorded” machine copy of (a) the transfer deed and (b) mortgage deed.

#### **ARTICLE VII** **WEATHERIZATION**

1. The Association, for the purpose of protecting the property interest and preventing water damage to the Common Elements and the individual Units, requires that each Owner weatherize their Unit by:
  - a. Discontinuing water service when the Unit is unoccupied by closing the valve, turning “off” the ice-maker, and turning to “off” position the electric power supplying the hot water heater.
  - b. Setting the thermostat controlling the heating system at a setting of: (1) not less than sixty-five (65) degrees Fahrenheit on all Units.
2. Damages that may occur to the Common Elements and/or individual Units as a result of a Unit Owner’s failure (or negligence) in re-weatherizing such Unit after the completion of such Unit Owner’s stay, shall remain the personal liability of such Unit Owner and such Unit Owner’s insurer.

#### **ARTICLE VIII** **PROCEDURES FOR FINE COLLECTIONS**

1. A verbal warning of infractions of Rules and Regulations will be issued.
2. A letter will be sent to the Unit Owner within 7 days specifying the rules violation.

3. Any Unit Owner subject to an Assessment of a fine in an amount exceeding One Hundred Dollars (\$100.00) shall have the right of Notice and Hearing.
4. If no fine is provided for elsewhere in these Rules and Regulations or the By-Laws, a written ticket of Fifty Dollars (\$50.00) will be issued to the Owner of record for each second infraction of the same By-Law and/or Rules and Regulations. In all instances following a second infraction of the same By-Law and/or Rules and Regulations, the amount of the fine will be increased by Fifty Dollars (\$50.00) for each subsequent infraction.
5. For payment of fines, Unit Owners, when sending in Assessment payments, should include payment plus the specified fine amount. If the Unit Owner chooses to pay partial payments, the fines, late fee, court judgments, maintenance charges, and all other incidental expenses will be deducted before Assessments are reduced. This will result in the Unit Owner's Assessments being incomplete. Incomplete Assessments will incur the appropriate late charges.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021, by:

WILDERNESS MOUNTAIN LODGES CONDOMINIUM  
OWNERS' ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_