

Third Amendment to Declaration of Condominium for Autumn Corners at Copper Leaf Condominium

Date: December __, 2019

Grantor: Autumn Corners at Copper Leaf Homeowners Association

Grantee: Autumn Corners at Copper Leaf Homeowners Association, 1394 N Sandy Creek Circle, Nixa MO 657124

Real estate: Autumn Corners at Copper Leaf Condominium, as shown on the following plats:

This Third Amendment modifies the Declaration of Condominium for Autumn Corners at Copper Leaf Condominium, as amended, recorded on _____, 20__, in Book _____ Page _____, in the office of the Christian County Recorder (as amended, the "Declaration"), under the provisions of Section 30.2 of the Declaration, as follows.

Article 1, Definitions

Section 1.17 is deleted and replaced with a new Section 1.17, as follows:

1.17 **Rental.** Rental refers to occupancy of a Unit by persons who are not the owner of a Unit or a member of a Unit owner's immediate family. Rentals are prohibited except in compliances with the Lease approval requirement of Section 8.8 hereof and any rules adopted by the Executive Board of directors of the Autumn Corners Homeowners Association.

Additional definitions are provided, as follows:

1.18 **Guest.** An occupant of a Unit who is not a tenant under a lease of a Unit, an owner of a Unit, or a member of the immediate family of an owner of a Unit.

1.19 **Rule.** A Rule is requirement or prohibition adopted by the Board in exercise of the powers of the Association established by section 448.3-102 of the Missouri Uniform Condominium Act, as amended. Violation of Rules may be subject to the imposition reasonable fines against a Unit Owner or other occupant of a Unit, after notice and hearing, according to a fine schedule adopted by the Board.

Article 6, Conveyances and Transfers of Units

The third paragraph of Article is deleted in its entirety and replaced with the following:

An owner who desires to sell that owner's unit shall notify the Executive Board by completing a notice of intention to sell in a form provided by the Executive Board. The contents of the notice of intention to sell will state whether the sale will be by owner or will identify the real estate broker that the Unit is listed with and will alert the Executive Board of the possible need to prepare a resale certificate. Upon receipt of the notice of intent to sell, the Executive Board will provide an application for any purchaser to notify the purchasers that Autumn Corners at Copper Leaf Condominium is an age-restricted 55+ community, under the Housing for Older Persons of 1995 (HOPA), and that HOPA allows the Executive Board to require documentation (birth certificate, drivers license, passport, etc.) to prove eligibility to live in Autumn Corners at Copper Leaf, as a part of an application process.

Article 8, Restrictions

Section 8.1 is deleted in its entirety and replaced with the following:

8.1 **Use of Units.** No part of any Unit shall be used for other than residential purposes and shall be occupied by the owner(s) of the Unit, except as permitted by

section 8.8. The Executive Board intends that the Condominium be and remain to be a senior housing development under the terms of HOPA, with at least one person in each Unit to be 55 years of age or older, subject to exceptions as expressed in rules and regulations adopted from time to time by the Executive Board.

Section 8.2 shall be augmented by the addition of the following third sentence:

No cabinets, household appliances (including but not limited to washers, dryers, dishwashers, freezers, televisions, stereo equipment), coolers, boxes, or items, other than outdoor furniture in good repair, shall be stored temporarily or permanently outside any Unit.

Section 8.3 is deleted in its entirety and replaced with the following:

8.3 **Maintenance of Units**. Each Unit owner shall:

- a. maintain, repair and replace, at his own cost and expense, all portions of his Unit requiring maintenance, repair or replacement, including but not limited to, air conditioning and heating equipment, water heaters, garage doors, garage door openers, and all other appliances and equipment (including any facility and connections required to provide utility service to serve the Unit and no other);
- b. paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Unit;
- c. replace all screens, windows and plate glass installations (including glass doors) forming a portion of the perimeter of the Unit; and pay for any utilities which are separately metered to his Unit.

No Unit owner or occupant shall make any alteration, decoration, repair, replacement, change or paint the exterior brick, vinyl, or aluminum surfaces, nor place any screens or other enclosures on balconies or patios or any of the part of the Common Elements or Limited Common Elements or Building without the prior written consent of the Executive Board. The Association shall paint and otherwise maintain the exteriors of entry doors and surrounding door frames and trim, according to a maintenance schedule established by the Executive Board.

Section 8.4 is amended by the deletion of the final sentence, which is replaced with the following:

A professionally lettered real estate sign, of a maximum size of 18" by 24", may be placed in front of a Unit listed for sale and a smaller sign may be placed at the each end of the street where the Unit for sale is located in the area between the sidewalk and the curb. All signs must comply with the Rules.

Section 8.6 is modified by the addition of the following sentence at the end.

Wind chimes shall not be placed anywhere in the Condominium.

Section 8.7 is modified by the replacement of the first sentence with the following:

No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium, except that Unit owner and other authorized occupants may work within their Units via telephone and computer, but may not engage in the Condominium in any endeavor, whether for profit or not, that results in customer or client traffic in the Condominium, parcel delivery other than items for personal use or consumption, or maintenance of merchandise inventory inside Units or garages. In addition, home occupations are prohibited, including care of children or adults for compensation, and use of Units for short-term rental (fewer than 14 days), including those marketed through AirBnB, Homeaway, VRBO, and craigslist. The Executive Board may adopt additional rules to address situations that may arise from time to time to more specifically define and exclude business or commercial activities.

Section 8.8 is deleted in its entirety and replaced with the following:

8.8 Leases for Occupants other than Unit owners and persons age 55 and older.

To the fullest extent allowable under HOPA and other applicable statutes, regulations and ordinances, occupancy of Units is limited as follows:

- a. Each Unit is to be occupied by at least one person who is age 55 or older, and the Executive Board or its management company is authorized to obtain documentation of age and to collect information from occupants (such as proof of age using government-issued documents, affidavits and surveys) to help assure that the Condominium retain its status as a lawful 55+ age-restricted community.
- b. Persons age 18 and younger are not permitted to live in a Unit for more than 14 calendar days per year.
- c. No rental shall be allowed until a lease agreement has been submitted to the Executive Board which includes the following terms:
 1. An initial duration of at least 12 months.
 2. Identification of all the persons who will be occupants by name and age, with at least one person being at least 55 years of age.
 3. A covenant that requires the tenant to comply with all provisions of the Declaration of Autumn Corners Condominium, the rules and regulations of the Executive Board, and the Declaration of Covenants, Conditions and Restrictions for Copper Leaf.
 4. A prohibition of subletting and short-term rentals.

Section 8.13 is deleted in its entirety and replaced with the following:

8.13 Landscaping and Lawns; Satellite Dishes and Antennas. The lawns within the Condominium are Common Elements under the exclusive authority of the Executive Board. The Executive Board may make rules concerning plantings and exterior decoration by Unit Owners on Common Elements. The installation of in-ground flagpoles is prohibited. The placement and installation of satellite dishes, antennas or other receivers is prohibited except in compliance with the rules established by the Executive Board, with prior written approval.

Section 8.14 is deleted in its entirety and replaced with the following:

8.14 Parking, Garages and Vehicles. No bicycles, tricycles, motorcycles, mobile or motor home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained within the Condominium, except when fully enclosed within garages of Units. Cars belonging to guests may be parked curbside or in driveways attached to the Unit where they are visiting for no more than 24 hours continuously. Cars owned by or leased by Unit owners shall be parked in garages, rather than in driveways, except for washing and temporarily during loading and unloading. Garage doors must be kept closed other than when in use, except that during the months May through September garage doors may be left open up to 18 inches from the garage floor during daylight hours.

No wrecked or inoperable vehicles shall be stored within the Condominium. No vehicles which make excessive noise shall be operated within the Condominium.

No motorized conveyances or vehicles, other than motorized wheelchairs, shall be used on the Common Elements. No vehicle maintenance or repairs other than washing and cleaning shall take place in driveways or on streets.

The Executive Board may adopt other rules pertaining to operating and parking of vehicles within the Condominium and to allow variances for the restrictions of this section 8.14.

Article 9, Sewer Charges, General and Special Taxes

Article 9 is deleted in its entirety and replaced with the following:

Article 9, Sewer Charges

Currently, sewer charges imposed by the City of Nixa are being billed to the Association for the Units, with the Association's monthly statement including the sewer charge for each Unit in its Common Expense assessments. If this arrangement is discontinued by the City of Nixa, the Executive Board shall have the authority to negotiate a different arrangement on behalf of the Unit owners, which may involve direct billing by the City of Nixa to each Unit owner.

Article 10, The Association, its Powers and Responsibilities

This article contains several references to the Declarant and the exercise of development rights by the Declarant, none of which remain applicable, since the Condominium is fully developed, with the Declarant no longer owning real estate subject to reserved development rights relating to the Condominium. The following changes will remove provisions that are no longer relevant to the operation and governance of the Condominium and also specify that the Association is empowered to impose fines for violations of these covenants and Rules adopted by the Association as authorized by section 448.3-102(11) of the Missouri Uniform Condominium Act

Section 10.3.8 is deleted in its entirety and replaced by the following:

10.3.8 The power to adopt and amend bylaws and reasonable rules and regulations for the maintenance, operation, conduct and conservation of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations. The Executive Board is authorized to adopt and enforce Rules and to adopt a fine schedule and a procedure for notice and hearing of alleged violations.

Section 10.3.9 is deleted in its entirety and not replaced.

Section 10.3.13 is deleted in its entirety and not replaced.

Article 11, Bylaws

Section 11.2. The final sentence of Section 11.2 is modified by the deletion of the words “or adversely affect the right of the Declarant.”

Article 12, Maintenance; Limitation Upon Improvement

Section 12.4 is deleted in its entirety and replaced with the following:

Section 12.4: **Fences.** No fence, wall, gate or similar structure may be erected, installed, or maintained on any Common Element, by any Unit owner. The Executive Board may choose at its discretion to maintain, modify, repair, replace or remove fencing installed by the Declarant on the Common Elements. “Invisible” fences for containing dogs or other pets may not be installed on the Common Elements.

Article 13, Common Expenses and Common Surplus

Section 13.3 is deleted in its entirety and replaced with the following:

Section 13.3. **Common Surplus.** Any funds remaining in the Association's accounts at the end of a fiscal year, other than funds in reserve accounts, is defined as Common Surplus, within the meaning of the term "surplus" as used in section 448.3-114 of the Missouri Uniform Condominium Act. The Executive Board may choose to apply the Common Surplus to any one or more of the following:

- a. To reduce the Common Expense assessments for the next fiscal year.
- b. To contribute to a reserve account that is not fully funded.
- c. To fund a reserve study.

Any such use of the Common Surplus shall be identified on the proposed budget submitted to the Unit Owners by the Executive Board.

Article 14, Assessments: Liability, Liens, Priority, Interest and Collections

Section 14.3 is deleted in its entirety and replaced with the following:

Section 14.3. **Accounting.** By June 15 of each year, the Executive Board shall supply to all Unit Owners an itemized financial statement showing all income and expenses and beginning and ending fund balances for the preceding calendar year.

Section 14.4 is deleted in its entirety and replaced with the following:

Section 14.4 **Liability and Acceleration:** The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made. In accordance with section 448.3-116.1, if an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due, so that notices of liens will reflect the entire amount of the unpaid assessment for the fiscal year in which the assessment is delinquent, and the Executive Board may refuse to release any lien until the entire assessment, including interests and fines, for the fiscal year has been collected.

Article 14.5. Interest and Attorney Fees

Section 14.5 is amended by the replacement of the 12% interest rate on delinquent assessments to 18%.

Article 18, Liens

Section 18.4 is deleted in its entirety and not replaced.

Article 19, Breaches

Section (b) of Article 19 is deleted in its entirety and replaced with the following:

- (b) After notice and opportunity for hearing, the Executive Board may impose fines, and it may also file one or more lawsuits to ask the court to enjoin the breach, award damages, and award any other relief available in equity or at law; or

Section (c) of Article 19 is deleted in its entirety and replaced with the following, along with a new section (d):

- (c) If such violation shall continue for 30 days after notice in writing from the Executive Board, or shall occur repeatedly during any such 30-day period after written notice or request to cure such violation from the Board, then the Executive Board shall have the power to issue the defaulting Unit Owner (or other occupant) a 10-day notice in writing of a hearing before the Executive Board, at which the Unit Owner (or other occupant) will have an opportunity to state the Unit Owner's case. After opportunity for hearing, whether or not the Unit Owner (or other occupant appears). With 30 days after the hearing date, the Board shall issue its decision regarding whether to impose a fine or fines or some other penalty or accept a plan for remedy of the violation in lieu of a fine.
- (d) If the fine is not paid within 30 days of imposition, or if the remedial plan is not performed as agreed, the Executive Board may terminate right of the Unit Owner (or other occupant) to use the Common Elements for parking.

- (e) For failure to pay Common Expenses, the Executive Board may record a lien and may, 30 days after notice by certified mail of intent to do so, may file a lawsuit against the delinquent Unit Owner to seek a money judgment and judicial foreclosure of the Association's lien or a general execution against any property of the Unit Owner to collect the amount due, plus costs including reasonable attorney fees.

Article 29, Development Plan

Article 29 is deleted in its entirety and not replaced.

Article 30, Amendments

Section 30.1 By Declarant is deleted in its entirety and not replaced.

Section 30.2.1 is deleted in its entirety and replaced by the following:

Section 30.2.1 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws, or by written ballot without a meeting, by the affirmative vote of at least 67% of the Units, in any manner that is permitted by section 448.2-117 RSMo.

Section 30.2.3 is deleted in its entirety and not replaced.

Section 30.3 is deleted in its entirety and not replaced.

Section 30.4 is deleted in its entirety and not replaced.

Section 30.5 is deleted in its entirety and not replaced.

The undersigned officer of the Association certifies that the foregoing Third Amendment was approved by the owners of 75% of the Units, by written ballot, collected and counted on _____, 2019.

Autumn Corners at Copper Leaf Homeowners Association

By _____

Printed name: _____ Title: _____

SPACE ABOVE THIS LINE FOR USE BY RECORDER OF DEEDS ONLY

July 8, 2015

2nd Amendment to the Covenants, Conditions and Restrictions of Autumn Corners at Copper Leaf
Legal description: Exhibit A, page 28 of the Autumn Corners Covenants, Conditions and Restrictions.

This 2nd Amendment is necessary as follows:

Article III, Board of Directors, Section 1, Term: the number of directors changes from 3 to 5.

Article VII, Officers and Their Duties, Section 1, General: add to the list of officers: Director at Large

Article VII, Officers and Their Duties, Section 7, Duties: add Section (E) Director at Large. The Director at Large shall represent the membership and have duties as specified by the President and serve as Sergeant at Arms at meetings.

The minutes of the Association meeting dated July 24, 2013 page 1, Item #2 recorded the vote to approve this amendment, and is part of this filing.

Autumn Corners at Copper Leaf Homeowners Association

by: *Linda Ward*

Interim Secretary



Image# 004567510008 Type: LAN
 Recorded: 12/10/2010 at 02:42:39 PM
 Total Amt: \$45.00 Page 1 of 8
 Christian County Recorder
 Roy Meadows Recorder of Deeds
 File# 2010-00015326

BK 2010 PG 15191



Space Above This Line Is For The Recorder's Use Only

December 9, 2010

1st Amendment to the Autumn Corners at Copper Leaf
 Covenants, Conditions, and Restrictions

It is necessary to amend the documents as previews filed to allow for the change necessary in the number of units to be constructed in full for the community and to create an additional Phase of construction due to economy climate.

The initial filed documents called for 76 living units and that number included a club house which is not assessed a monthly fee. Thus the assessed units in total will be 75. Attached is new allocations and budgets to reflect that.

The economy climate has required the developer to slow down construction of the complete project. To meet legal requirements Phase III will be amended to have Phase III and Phase IV.

Phase III consist of Buildings B, C, D, E and F. Those units are currently built and have all been issued occupancy permits and an as built surveys has already been filed in Christian County (two filings were necessary - Building C, D and E were in first and building B and F were in second). Phase III has a total of 19 living units. Phase IV will consist of Buildings A, G, H and I. Those buildings will be completed as the economy conditions allow. That phase will consist of 17 living units and financing and construction will be handled independent of Phase III. Phase IV is not necessary to keep the homeowners association financially stable as is noted by the current reserve and operational account balances.

Dated this 10th day of Dec, 20 10
 Autumn Corners at Copper Leaf Property Owners Association GRANTOR/GRANTEE

By: [Signature], President

Acknowledgment By Corporation
 State of Missouri, County of Christian

***Autumn Corners at Copper Leaf Condos
Phase 1***

Bldg. A –Unit 1	1404 N. Sandy Creek Circle	1/75
Bldg. A –Unit 2	1404 N. Sandy Creek Circle	1/75
Bldg. A –Unit 3	1404 N. Sandy Creek Circle	1/75
Bldg. A –Unit 4	1404 N. Sandy Creek Circle	1/75
Bldg. B –Unit 1	1402 N. Sandy Creek Circle	1/75
Bldg. B –Unit 2	1402 N. Sandy Creek Circle	1/75
Bldg. B –Unit 3	1402 N. Sandy Creek Circle	1/75
Bldg. C –Unit 1	1396 N. Sandy Creek Circle	1/75
Bldg. C –Unit 2	1396 N. Sandy Creek Circle	1/75
Bldg. C –Unit 3	1396 N. Sandy Creek Circle	1/75
Bldg. D –Unit 1	1392 N. Sandy Creek Circle	1/75
Bldg. D –Unit 2	1392 N. Sandy Creek Circle	1/75
Bldg. D –Unit 3	1392 N. Sandy Creek Circle	1/75
Bldg. D –Unit 4	1392 N. Sandy Creek Circle	1/75
Bldg. E –Unit 1	1398 N. Sandy Creek Circle	1/75
Bldg. E –Unit 2	1398 N. Sandy Creek Circle	1/75
Bldg. E –Unit 3	1398 N. Sandy Creek Circle	1/75
Bldg. E –Unit 4	1398 N. Sandy Creek Circle	1/75
Bldg. E –Unit 5	1398 N. Sandy Creek Circle	1/75
Bldg. F –Unit 1	1400 N. Sandy Creek Circle	1/75
Bldg. F –Unit 2	1400 N. Sandy Creek Circle	1/75
Bldg. F –Unit 3	1400 N. Sandy Creek Circle	1/75
Bldg. F –Unit 4	1400 N. Sandy Creek Circle	1/75
Clubhouse	1394 N. Sandy Creek Circle	

Phase 2

Bldg. A -Unit 1	1382 N. Sandy Creek Circle	1/75
Bldg. A -Unit 2	1382 N. Sandy Creek Circle	1/75
Bldg. A -Unit 3	1382 N. Sandy Creek Circle	1/75
Bldg. A -Unit 4	1382 N. Sandy Creek Circle	1/75
Bldg. A -Unit 5	1382 N. Sandy Creek Circle	1/75
Bldg. B -Unit 1	1378 N. Sandy Creek Circle	1/75
Bldg. B -Unit 2	1378 N. Sandy Creek Circle	1/75
Bldg. B -Unit 3	1378 N. Sandy Creek Circle	1/75
Bldg. C -Unit 1	1376 N. Sandy Creek Circle	1/75
Bldg. C -Unit 2	1376 N. Sandy Creek Circle	1/75
Bldg. C -Unit 3	1376 N. Sandy Creek Circle	1/75
Bldg. C -Unit 4	1376 N. Sandy Creek Circle	1/75
Bldg. D -Unit 1	1380 N. Sandy Creek Circle	1/75
Bldg. D -Unit 2	1380 N. Sandy Creek Circle	1/75
Bldg. D -Unit 3	1380 N. Sandy Creek Circle	1/75
Bldg. D -Unit 4	1380 N. Sandy Creek Circle	1/75

Phase 3

Bldg B -Unit 1	1364 N. Sandy Creek Circle	1/75
Bldg B -Unit 2	1364 N. Sandy Creek Circle	1/75
Bldg B -Unit 3	1364 N. Sandy Creek Circle	1/75
Bldg B -Unit 4	1364 N. Sandy Creek Circle	1/75
Bldg C -Unit 1	1360 N. Sandy Creek Circle	1/75
Bldg C -Unit 2	1360 N. Sandy Creek Circle	1/75
Bldg C -Unit 3	1360 N. Sandy Creek Circle	1/75
Bldg C -Unit 4	1360 N. Sandy Creek Circle	1/75
Bldg D -Unit 1	1354 N. Sandy Creek Circle	1/75
Bldg D -Unit 2	1354 N. Sandy Creek Circle	1/75
Bldg D -Unit 3	1354 N. Sandy Creek Circle	1/75
Bldg D -Unit 4	1354 N. Sandy Creek Circle	1/75
Bldg D -Unit 5	1354 N. Sandy Creek Circle	1/75
Bldg E -Unit 1	1352 N. Sandy Creek Circle	1/75
Bldg E -Unit 2	1352 N. Sandy Creek Circle	1/75
Bldg E -Unit 3	1352 N. Sandy Creek Circle	1/75
Bldg F -Unit 1	1356 N. Sandy Creek Circle	1/75
Bldg F -Unit 2	1356 N. Sandy Creek Circle	1/75
Bldg F -Unit 3	1356 N. Sandy Creek Circle	1/75

Phase 4

Bldg. A – Unit 1	1368 N. Sandy Creek Circle	1/75
Bldg. A – Unit 2	1368 N. Sandy Creek Circle	1/75
Bldg. A – Unit 3	1368 N. Sandy Creek Circle	1/75
Bldg. A – Unit 4	1368 N. Sandy Creek Circle	1/75
Bldg. A – Unit 5	1368 N. Sandy Creek Circle	1/75
Bldg. A – Unit 6	1368 N. Sandy Creek Circle	1/75
Bldg. G – Unit 1	1358 N. Sandy Creek Circle	1/75
Bldg. G – Unit 2	1358 N. Sandy Creek Circle	1/75
Bldg. G – Unit 3	1358 N. Sandy Creek Circle	1/75
Bldg. H – Unit 1	1362 N. Sandy Creek Circle	1/75
Bldg. H – Unit 2	1362 N. Sandy Creek Circle	1/75
Bldg. H – Unit 3	1362 N. Sandy Creek Circle	1/75
Bldg. H – Unit 4	1362 N. Sandy Creek Circle	1/75
Bldg. I – Unit 1	1366 N. Sandy Creek Circle	1/75
Bldg. I – Unit 2	1366 N. Sandy Creek Circle	1/75
Bldg. I – Unit 3	1366 N. Sandy Creek Circle	1/75
Bldg. I – Unit 4	1366 N. Sandy Creek Circle	1/75

Revised Budget

12/10/2010

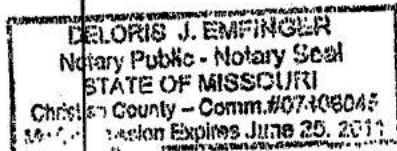
Year: \$200.00 X 75 = \$15,000 per month

\$15,000 per month x 12 = \$180,000.00

	Phase I	Phase II
	23 Units	16 Units
	23 X \$200 = \$4,600	39 X \$200.00 = \$7,800
Groundskeeping	\$1,000	\$1,900
Security Patrol	\$ 250	\$ 250
Inground Sprinkler water/service	\$ 100	\$ 190
Power Washing Siding every 3 years	\$ 200	\$ 350
Trash Removal	\$ 295	\$ 570
Clubhouse(utilities/Ins.)	\$ 250	\$ 300
Insurance	\$1,080	\$2,280
Association Copper Leaf	\$ 460	\$ 760
Reserve	\$ 815	\$ 900
General Maintenance	\$ 150	\$ 300
	\$4,600	\$7,800

	Phase III 19 Units 58 X \$200 = \$11,600	Phase III 17 Units 75 X \$200 = \$15,000
Groundskeeping	\$2,900	\$3,750
Security Patrol	\$ 250	\$ 300
Inground Sprinkler water/service	\$ 325	\$ 400
Power Washing Siding every 3 years	\$ 500	\$ 750
Trash Removal	\$ 550	\$ 800
Clubhouse(utilities/Ins.)	\$ 350	\$ 400
Insurance	\$3,480	\$4,500
Association Copper Leaf	\$1,160	\$1,500
Reserve	\$1,585	\$1,700
General Maintenance	\$ 500	\$ 900
	\$11,600	\$15,000

On this 10th day of December A.D. 2010 before me personally appeared Teresa J. Hall
to me personally known, who being duly sworn, did say that she is President of Autumn Corners
at Copper Leaf Homeowners Association, and that the said instrument was signed and sealed on behalf
of said corporation by authority of its Board of Directors and the said Teresa J. Hall
acknowledged said instrument to be the free act and deed of said corporation.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Nixa,
Missouri the day and year first above written.



Deloris J. Empfinger

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Covenants, Conditions, and Restrictions for Autumn Corners at Copper Leaf, Phase I and following.

Date of Document: June 2nd, 2006

Grantor: Autumn Corners at Copper Leaf Homeowners Association

Grantee: Not applicable

Legal Description: See attached Exhibit A, page 28.

This cover page is attached solely for the purpose of complying with the requirements stated in 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

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Autumn Corners at Copper Leaf

Be it understood by all purchasers/owners/lessees that Autumn Corners at Copper Leaf has its own by-laws which all owners, lessees, and guests must follow. In addition, the Master Planned community of Copper Leaf also has covenants, conditions, and restrictions to which every Autumn Corners owner, lessee, or guest must adhere.

Part of the monthly homeowners fees of Autumn Corners at Copper Leaf are for the association dues of the Master community of Copper Leaf.

Autumn Corners at Copper Leaf 55+ Condominiums

Declaration of Condominium

THIS DECLARATION of submission of Autumn Corners at Copper Leaf Condominium to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, executed this _____ day of _____, 20_____, by Hall Investments, LLC, a Missouri limited liability company, hereinafter referred to as "Declarant."

WITNESSETH THAT:

WHEREAS, Declarant is the owner in fee simple of property situated in Christian County, Missouri, as more particularly described in Exhibit A, attached hereto and incorporated herein by way of reference; and

DECLARATION

WHEREAS, Autumn Corners at Copper Leaf is a part of a Final Development Plan, approved by the City of Nixa, Missouri, in accordance with the Master Zoning Ordinance of the City of Nixa; and

WHEREAS, all provisions of the aforesaid Ordinance relating to Autumn Corners at Copper Leaf has been complied with by Declarant; and

WHEREAS, Declarant intends that said property, together with all buildings, improvements and appurtenances of whatsoever kind now or hereafter thereon, shall be submitted to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, Sections 448.1-101 to 448.4-120, R.S.MO, 1986, as amended; and

WHEREAS, Declarant may provide by amendment hereto for the inclusion of an additional parcel or parcels, and units and other improvements thereon, in this condominium.

NOW THEREFORE, Declarant, as the owner of the above described property, for the purposes stated above, does hereby submit the property described in Exhibit A together with all buildings, improvements, easements, right and appurtenances of whatever kind, now or hereafter thereon, to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, sections 448.1-101 to 448.4-120, RSMO, 1986, as amended (the "Act") and hereby creates with respect to the property, a condominium to be known as "Autumn Corners at Copper Leaf" under the Act and, further, declares and provides:

ARTICLE I

Definitions

Capitalized terms not otherwise defined herein shall have the meanings specified in Section 448.1-103 of the Act. The following terms are defined as:

- 1.1 Act: The Uniform Condominium Act as adopted in the State of Missouri, Sections 448.1-101 to 448.1-120, RSMO, 1986, as amended.
- 1.2 Allocated Interests: The undivided interest in Common Elements.
- 1.3 Association, Homeowners' Association or Unit Owners' Association: The Autumn Corners at Copper Leaf Homeowners Association, which is responsible for the operation of the condominium, and which shall consist of all owners of units within the condominium.
- 1.4 By-laws: The By-Laws of the Association as they exist from time to time.
- 1.5 Common Elements: That portion of the Condominium Property not included in the Units.
- 1.6 Common Expenses: All expenditures made by, or financial liabilities of, the Association together with any allocations to reserve.
- 1.7 Common Expense Liability: The liability for Common Expenses allocated to each Unit.
- 1.8 Condominium: That form ownership of Condominium Property under which Units in the condominium buildings are subject to ownership by one or more owners, and the undivided share in the Common Elements, appurtenant to each unit.
- 1.9 Declarant: Hall Investments, LLC, a Missouri limited liability company.
- 1.10 Development Rights: Any right or combination of rights reserved herein by the Declarant, to add real estate to the condominium; to create Units, Common Elements or Limited Common Elements within the Condominium; to subdivide Units or convert Units into Common Elements; or to withdraw real estate from the Condominium.
- 1.11 Final Development Plan: The Planned Development District approved by the City of Nixa, Missouri, which authorized the development of Autumn Corners at Copper Leaf, among other uses.
- 1.12 Executive Board or Board: The board of directors or other administrative body responsible for the administration of the Association.
- 1.13 Identifying Number: The symbol or address shown on the Plat that identifies only one Unit in the Condominium.
- 1.14 Limited Common Elements: Those common elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units as described in Article 23 hereof.
- 1.15 Plat or Plan: The surveyor's plat and any surveys attached thereto of the Property and Improvements. Said Plat is attached hereto, marked Exhibit B and incorporated herein by reference.
- 1.16 Unit: That portion of a Condominium Building on the Condominium Property, consisting of one (1) or more floors or a part or parts thereof measured to the inner surfaces of the exterior walls and the inner surfaces of floors and ceilings dividing Units, including all windows, exterior doors, and designed and intended for separate ownership. Its Identifying Number shall designate each such Unit in plans, deeds, plats, and other documents.
- 1.17 Rental: Individual units may be rented but the Association must approve all leases. Total leased units are not to exceed 24% of the total number of units. This would be 18 of the 76 total completed units.

ARTICLE 2

Units

The entire project shall consist of a maximum of seventy-six (76) units and a minimum of twenty-three (23) units, all of which shall be utilized solely for residential purposes. The Identifying Number, word or symbol of such unit shall legally describe each Unit. Each Unit shall constitute a separate and distinct parcel and shall be subject to ad valorem taxation and assessments. The lien for any delinquent taxes or assessments shall attach only the unit and the corresponding allocated interest against which levied or assessed, and in no event shall any such lien attach to any portion of the Common Elements.

ARTICLE 3

Interest in Common Elements

All Unit Owners shall own the Common Elements as tenants in common in accordance with their respective allocated interests, which ownership interest shall be undivided. The Allocated Interest of each Unit Owner is shown on Exhibit C hereto attached. Each Unit shall bear the same proportionate share of the Common Expense Liability as its Allocated Interest bears to 100.

*Definition - Owner of UNIT
(15) Hold Interest
NOT RE-M?*

The Allocated Interests have been computed and determined in accordance with the provisions of the Act. The Allocated Interests are computed based upon the ratio that one (1) unit bears to the total number of Units included in the Condominium. Said allocated interests shall remain constant unless hereafter changed upon the submission of additional property to the Condominium or by written agreement of all the persons who are then Unit Owners, provided, however, that any such change shall be strictly in accordance with the provisions of the Act.

Each Unit shall be entitled to one vote with respect to matters requiring or permitting a vote of Unit owners, which vote shall be cast in accordance with the Articles and By-Laws (Exhibit D).

ARTICLE 4

Use of Common Elements

Each Unit Owner and such Unit Owner's families, guests, licensees and invitees, including, but not limited to, the occupants of the Units, shall have the right to use the Common Elements, in common with all other Unit Owners. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act and this Declaration and such rules and regulations as the Executive Board may from time to time prescribe. The Executive Board may lease or rent or grant licenses or concessions with respect to the Common Elements, subject to the provisions of this Declaration.

ARTICLE 5

Covenant Against Partition

So long as the Condominium Property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated interest of such Unit shall not be separated. Any deed, lease, mortgage or other

instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment permitted in Article 30.5 hereof, no Unit Owner shall by deed, plat or otherwise, subdivide or attempt to subdivide or in any other manner cause or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

ARTICLE 6

Conveyances and Transfers of Units

Any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in either a Unit or the Allocated Interest of such Unit shall be deemed also to create, grant, convey, or transfer, as the case may be, such interest in the other, respectively.

Any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in a Unit may describe such Unit by its Identifying Number, and such description in any such deed, lease, mortgage, or other instrument shall be deemed legally sufficient to create, grant, convey or transfer (as the case may be) an interest in not only the Unit, but also the Allocated Interest of such Unit.

Any owner who decides to sell the condo unit must submit a certificate of approval to the board (Exhibit E). The board will review such a request and approve if all requirements to own are met. Approval or denial will be done within one week from receipt of request.

ARTICLE 7

Easements

7.1 Encroachments: Through construction, settlement, or shifting of any building, should any part of a Common Element, or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Element, as the case may be, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner.

7.2 Easements Appurtenant to Unit: Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy any balcony, terrace, patio, deck, and garage, if any, which are a part of the Unit or Limited Common Element assigned to the Unit, should there be any encroachment on any Common Element; PROVIDED, HOWEVER, that no Unit owner shall enclose, decorate or landscape any such balcony, terrace, patio, deck, or garage contrary to any rules or regulations established by the Executive Board. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air-conditioning compressor for that unit is located.

7.3 Easements in Gross: The Condominium Property shall be subject to a perpetual easement in gross to the Association and the Executive Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Executive Board.

7.4 Structural Easement: A non-exclusive perpetual easement is hereby established appurtenant to and for the benefit of each Unit to permit each Unit to have structural support from the structural elements in the Condominium Building so as to permit the units to remain in good, usable, and stable condition.

7.5 Driveway, Walkway and Utility Easements: Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along, and on the Common Elements.

7.6 Effect of Easements: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any unit owner, purchaser, mortgagee or other person having an interest in any portion of the Condominiums Property, whether or not such easements are mentioned or described in any deed of conveyance, and shall also inure to the benefit of the present and future owners of any property which may be added to the Condominium and submitted to the scope of this Declaration, and to any Unit owner, purchaser, mortgagee or other person having an interest in such property.

ARTICLE 8

Restrictions

The use of Units and Common Elements is restricted as follows:

8.1 Use of Units: No part of any Unit shall be used for other than residential purposes, and shall be occupied by the owner(s) of the Unit except as permitted in section 8.8. At least one member of the Unit household must be 55 years of age or older. No person under the age of eighteen may become a permanent resident of the condominium.

8.2 Obstructions: There shall be no obstructions on any portions of the Common Elements nor any storage in the Common Elements without prior written consent of the Executive Board. No clothes, laundry, or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the buildings.

8.3 Maintenance of Units: Each Unit Owner shall maintain, repair and replace, at his own cost and expense, all portions of his unit requiring maintenance, repair or replacement including, but not limited to, air conditioning and heating equipment, hot water heaters, and all other appliances and equipment (including any facility and connections required to provide utility service to serve the Unit and no other), paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Unit, the surface, floors and interior surfaces of the exterior wall of any balcony, patio and/or any courtyard adjoining or a part of the Unit even though the same may constitute a Limited Common Element, replace all screens, windows and plate glass installations (including glass doors) forming a portion of the perimeter of the Unit and pay for any utilities which are separately metered to his Unit; provided, however, that no Unit

Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any screens or other enclosures on balconies or patios or any other parts of the Unit, Common Elements, Limited Common Elements or Building without the prior written approval of the Association. The Association, as a part of the Common Elements, shall maintain the exterior of front doors.

8.4 Signs & Windows: No sign, including "for sale", "for rent" or professional shall be hung or displayed inside any unit which may be viewed from the exterior of the unit nor shall any sign be placed on the walls of any building, and shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Executive Board. All window coverings shall be in white, off white, or of a color to enhance the external appearance of the building. No bright colors, stripes, etc. are permitted to show outside.

A professional real estate "For Sale" sign may be used, but should be placed so as not to obstruct the view of any owner/resident.

8.5 Pets and Animals: No animals (reptiles, birds, rabbits, livestock, fowl or poultry, etc) of any kind shall be kept, raised or bred in any portion of the Condominium Property, except for those pets, birds or other animals kept in a Unit which do not violate regulations established by the Association. Small dogs and cats shall be permitted but only in the individual Units or when pets are leashed. All owners are responsible for the restraint of animals in the common areas, and for the prompt cleaning and disposal of waste made in common areas. The Association shall have the right to pass regulations governing this paragraph.

8.6 Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other owners or occupants. No Unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his Unit or Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise or permit any nuisance or illegal act in his Unit or upon the Common Elements.

8.7 Business Use: No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property, except for the Declarant. However, nothing in this section 8.7 is intended to restrict the right of any Unit Owner to maintain or in keeping his business or professional records or accounts therein or handling his personal business telephone calls or correspondence from his Unit.

8.8 Leases: No unit shall be rented by the owners thereof without written approval of the Executive Board. All leases submitted to the Executive Board must be in writing and provide that the Owner of the Unit and all tenants are subject to covenants and restrictions contained in this Declaration, and such rules and regulations as may be established by the Executive Board from time to time.

8.9 Temporary Structures: No person may dwell in or occupy on any of the Property, any garage, outbuilding, trailer, tent or other temporary building or structure not designed as permanent or stationary, nor may any Person use any of the property or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

8.10 Trash Disposal: No trash, rubbish or garbage receptacle or can shall be placed on the property outside of a building thereon except upon the day of the week or month upon which regularly scheduled collections of same are to take place.

8.11 Use of Common Elements: No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling, except for the Declarant.

8.12 Plumbing and Electrical Work: No repairs shall be made or permitted to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Association and all such repairs shall be paid for by the Unit Owner. The Association shall pay, and be responsible for, plumbing repairs and electrical wiring within the Common Elements.

8.13 Landscaping: Gardening is permitted, as per the Gardening regulations of the Association. No vegetable gardens are permitted. The Association must approve the planting of any additional trees or shrubs. Placement must be in coordination with the landscaping contractor to avoid sprinkler heads, causing site problems, moving issues, etc. Flowers are permitted in beds provided, but any and all additional plantings of flowers are the maintenance responsibility of the owner who placed them.

8.14 Parking: No mobile or motor home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained upon any property, Unit, street or Common Elements. However, they may be stored in the individual unit garages. No cars other than guests can be parked on the street for over 24 hours, and they must obey by the areas where there is no street parking permitted. No vehicles may be parked over 72 hours on any street.

8.15 Rules and Regulations: The Executive Board may establish such other and further rules and regulations for the condominium as are provided in the By-Laws of the Association.

ARTICLE 9

Sewer Charges, General and Special Taxes

Each Owner shall pay charges levied against the Unit owned for sewer service by the City of Nixa, Missouri Sewer District or its successor in providing sewer services, and shall pay all general and special taxes levied against said Unit, provided that the Executive Board may, at its discretion, provide for the billing of sewer service charges on a Building or total Condominium basis, and in which event such charges shall be allocated and billed to individual units as an additional charge based on the total number of Units.

ARTICLE 10

The Association, Its Powers and Responsibilities

- 10.1 **Management:** The operation of the Condominium shall be vested in the Association.
- 10.2 **Authority:** No Unit Owner, except an officer of the Association, shall have any authority to act for the Association.
- 10.3 **Powers and Duties:** The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Act, and this Declaration, and shall include the following:
 - 10.3.1 The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible there from or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

- 10.3.2 The power to adopt and amend a budget for revenues, expenditures and reserves of the Condominium and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements, to assess and file liens and encumbrances on Unit Owner's Units to enforce and collect assessments hereunder.
- 10.3.3 The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.
- 10.3.4 The power to employ and retain persons necessary for maintenance, repair and replacement of the Common Elements.
- 10.3.5 The power to establish, grant and dedicate easements for public utilities in addition to any shown on the Plat, leases, licenses and concessions in, over and through the Common Elements.
- 10.3.6 The power to enter into contracts with others for the maintenance, management, operation, repair replacement and servicing of the Condominium Property, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit owner, his heirs, successors, and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed.
- 10.3.7 The power to borrow money and to pledge as collateral the Association's right to receive income (assessments).
- 10.3.8 The power to adopt and amend by-laws and reasonable rules and regulations for the maintenance, operation, conduct and conservation of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.
- 10.3.9 The power to negotiate with and deal on behalf of the Association with the Declarant in all matters affecting the Association.
- 10.3.10 The power to purchase Units in the Condominium or other real or personal property and to acquire, hold, lease, mortgage and convey the same.
- 10.3.11 The power to institute, defend, compromise, settle or intervene in litigation or administrative proceedings in its own name on behalf of two (2) or more Unit Owners on matters affecting the Condominium.
- 10.3.12 The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as required by the Act, or statements of unpaid assessments.

10.3.13 The power, exercisable at any time after expiration of the period of Declarant Control as provided in Section 10.4 hereof, upon ninety (90) days prior written notice, to terminate, without penalty, any management contract, employment contract or lease of recreational, parking areas, or facilities entered into by Declarant on behalf of the Association, and any contract or lease, including franchises and licenses, to which Declarant is a party. All such contracts and leases made by Declarant during the period of Declarant Control shall be expressly made subject to this provision.

10.4 **Declarant Control:** Notwithstanding any provision herein or in the By-Laws to the contrary, Declarant shall, subject to the provisions hereinafter contained, control the Association and have the right to appoint and remove the officers and members of the Executive Board of the Association during the period commencing on the date of recording this Declaration in the office of the Recorder of Deeds of Christian County, Missouri, and terminating no later than the earlier of sixty (60) days after conveyance of seventy-five percent (75%) of all Units in the condominium. (Phase I, II, and III)

Notwithstanding the foregoing, not later than sixty (60) days after conveyance of twenty-five percent (25%) of all units in the condominium to unit Owners other than Declarant, at least one (1) member, and not less than twenty-five percent (25%) of the members, of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of all Units in the condominium, to Unit Owners other than Declarant, at least thirty-three and one-third percent (33 1/3%) of the members of the Executive board shall be elected by Unit Owners other than Declarant. Declarant shall, not less than ten (10) days nor more than sixty (60) days after the aforesaid levels of conveyances have been attained, cause the resignation of the required number of its appointees to the Executive Board and schedule a special meeting of the Unit Owners in the manner provided in the By-Laws at which a successor member or successor members of the Executive Board shall be elected.

Not later than the termination of any period of Declarant Control as above provided, all members of the Executive Board then serving, whether appointed by Declarant or elected as above provided, shall resign and the Unit Owners shall elect in the manner provided in the By-Laws an Executive Board of at least three (3) members.

ARTICLE 11

By-Laws

11.1 **General:** The administration of the Association and operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D.

- 11.2 **Amendment:** No modification of or amendment to the By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Act. No Amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any unit or adversely affect the rights of the Declarant.

ARTICLE 12

Maintenance: Limitation Upon Improvement

- 12.1 **General:** The maintenance of the Common Elements shall be the responsibility of the Association.
- 12.2 **Alteration of Common Elements:** There shall be no material alteration of substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.
- 12.3 **Alterations by Unit Owners:** No Unit Owner shall make any alterations in the portions of the Improvements of the condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would affect the safety, soundness, or aesthetic quality of the Building containing his Unit, or impair any easement.
- 12.4 **Fences:** No fence, wall, gate, or similar structure may be erected, installed, or maintained on the Condominium property except as a part of original construction by Declarant or as expressly permitted by this Declaration.

ARTICLE 13

Common Expenses and Common Surplus

- 13.1 **Common Expenses:** Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as a Common Expense by the Act, this Declaration, and the By-Laws.
- 13.2 **Assessments:** Funds for payment of the Common Expenses shall be assessed in the manner provided in article 14 hereof against Unit Owners.
- 13.3 **Common Surplus:** the Unit Owners shall own The Common Surplus equally.

ARTICLE 14

Assessments: Liability, Liens, Priority Interest and Collections

- 14.1 **Authority:** The Association, through its Executive Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limitation, a purchaser at a judicial sale,

shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

- 14.2 Estimate and Payment Dates: By December 1st of each year, the Executive Board shall estimate the total amount necessary to pay wages, and for materials, insurance, water, sewer charges, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, for contingencies and for replacements and, on or about December 15th of each year, shall notify the owner of each Unit, in writing, as to the amount of such estimate with the particulars therein itemized. The estimated cash requirements shall then be assessed against the Owners pursuant to the act, that common expenses will be incurred on an equal basis, and not based on the size of a particular unit. On the 1st day of each month of the following year, each owner shall be obligated to pay to the Executive Board, or as the Executive Board may direct, one twelfth (1/12) of the assessment made hereunder.

In the event that, at any time during the year, the Executive Board shall determine that its December 1st estimate is insufficient to meet the current operating expenses, the Board may revise the budget for the balance of the calendar year to such an amount as is actually necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies, together with a reasonable amount which it considers necessary as a reserve for future needs, contingencies, and replacements; and, in such event, the Board shall, within fifteen (15) days of the revision, notify the Owner of each Unit, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against the owners of the Units on a unit by unit basis except for expenses which apply only to individual units for which are appropriately allocated on a unit by unit basis pursuant to the provisions of Section 448.3-115, R.S. MO, 1986 as amended. On the first day of each month thereafter, each Owner shall be obligated to pay to the Executive Board, or as the Executive Board may direct, an amount equal to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of months remaining in the then current year, of the assessment made hereunder.

Notwithstanding any other provision herein, the Executive Board shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Nixa, or any municipality of which the property may become a part, and for such purposes shall not be limited to any maximum assessment.

- 14.3 Accounting and Shortages: By June 15th of each year, the Executive Board shall supply to all owners an itemized accounting of all income and expenses of the preceding calendar year. Any Common Surplus, as shown in such accounting, less reserves for future needs and contingencies, shall be credited according to each owner's Allocated Interest to the next

monthly installments due under the current year's estimate, until exhausted. One-sixth (1/6) of any net shortages will be added, according to each Owner's Allocated Interest, to the installment due in each of the next six (6) succeeding months after the rendering of the accounting.

- 14.4 **Liability:** The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made.
- 14.5 **Interest and Attorney's Fees:** Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the rate of not less than twelve percent (12%) per annum from date of delinquency until fully paid. The Executive Board may increase the rate of such interest to any amount not exceeding the maximum rate allowed by law. In addition to the foregoing interest, all costs of collection, including reasonable attorney's fees shall be due and payable by the owner of the Unit along with the fees against which the assessments or installments is due and payable.
- 14.6 **Liens:** The association shall have a lien upon each Condominium Unit to secure the personal obligation of each Unit Owner for any unpaid assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Notice of the lien may be recorded in the Christian County Records, but no such recording shall be necessary to perfect such lien which shall be effective from and as of the time the assessment becomes due, but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Executive Board may take such action as is deemed necessary to collect assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Act.
- 14.7 **Foreclosure of Liens:** Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property or a power of sale under Chapter 443 R.S. MO, as from time to time amended. The Association may bid in the Unit at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Unit so acquired.
- 14.8 **Liability of Purchasers at Foreclosure:** If the holder of a mortgage or deed of trust of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of said mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, unless such shares were due and constituted a lien against the Unit prior to recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Unit, whether or not such Unit is

unoccupied, be excused from the payment of Common Expenses coming due from the period of such ownership.

- 14.9 Right to Deny Use of Common Facilities: In addition to the foregoing remedies, the Executive Board shall have the right to deny to any owners who are delinquent in the payment of any assessments levied hereunder, the right to use such common facilities as the Executive Board shall from time to time determine. No person who acquires an interest in a Unit shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing from the former owner have been paid, except as provided in Section 14.8 hereof.
- 14.10 Priority of Mortgage: Nothing contained herein shall abridge or limit the right of responsibilities of mortgagees of Units as set forth in the Act.

ARTICLE 15

Mortgages

Each Unit Owner shall have the right to grant one or more mortgage or deed of trust liens against such Unit Owner's interest in the Property. Upon written request to the Executive Board, the holder of any duly recorded mortgage or deed of trust against any Unit Owner's interest in the Property shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or deed of trust. If any Unit Owner fails to pay any amount required to be paid under the provisions of any mortgage or deed of trust against such Unit Owner's interest in the Property, the Executive Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in Article 14 hereof and the Act with respect to liens for failure to pay a share of Common Expenses. The foregoing shall not be construed to require the holder of a mortgage or deed of trust against any Unit to give notice of default under such mortgage or deed of trust to the Executive Board or to receive permission from the Executive Board to foreclose the lien of such mortgage or deed of trust. No Unit Owner shall have the right or authority to make or create or cause to be made or created any lien, security interest, or encumbrance on or affecting the Property or any part thereof, except only to the extent of such Unit Owner's interest in the property.

ARTICLE 16

Termination of Condominium

If 80% of the Unit Owners and the holders of all liens and mortgages upon all of the Units execute and duly record an instrument terminating the Condominium, or if "major damage," as defined in the insurance clauses hereunder, occurs, said Property shall be removed from the provisions of the Act and this Declaration and shall thereafter be deemed owned in common by all Unit Owners. The undivided interest in the Condominium Property owned in common by each Unit Owner shall then be the Allocated Interest previously transferred to the undivided share of the Unit owner in the Condominium

Property attributable to the Unit originally encumbered by the lien in its same priority.

ARTICLE 17

Limitation of Liability

- 17.1 Common Expenses: The liability of each Unit owner for Common Expenses shall be limited to the amounts assessed for Common Expense in accordance with this Declaration, the Articles and the By-Laws.
- 17.2 Liabilities: A Unit Owner may be personally liable for the acts or commissions of the Association in relation to the use of the Common Elements but only to the extent of his pro-rata share of that liability in the same percentage as his Allocated Interest, and then in no case shall that liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Article 24 hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

ARTICLE 18

Liens

- 18.1 Against Condominium Property: With the exception of liens which may result from the initial construction of this Condominium, and except as provided in Section 18.2, no liens of any nature shall arise or be created subsequent to the recording of this declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit owners. Subsequent to such recording, liens may arise or be created only against individual Units.
- 18.2 Against Units: Unless a Unit owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Units in proportion to each Owners' Allocated interest.
- 18.3 Against Several Units: In the event a lien against two (2) or more Units becomes effective, each owner thereof may release his Unit from the lien by paying the proportionate amount attributable to his Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such unit.
- 18.4 By Reason of Declarant's Rights: No liens arising in connection with Declarant's ownership of and construction of improvements upon the property described in Exhibit "A" hereto shall attach to or be enforceable against the Common Elements of or adversely affect any Owner's (other

than Declarant) interest in the Condominium or the priority of the lien of any first deeds of trust on the Units. All taxes, assessments, mechanic's liens and other charges affecting the property described in Exhibit "A" covering any period prior to the addition thereof to the Condominium shall be paid or otherwise satisfactorily provided for by Declarant.

ARTICLE 19

Breaches

The violation of a restriction, condition or regulation adopted by the Executive Board or the breach of any covenant or provision herein or in the By-Laws contained, shall give the Board power:

- (a) To enter upon the land or Unit upon which, or as to which; such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Declarant nor the Association or the Executive Board or its agents, shall be deemed guilty in any manner of trespass; or
- (b) To enjoin the breach or seek damages therefore by appropriate legal proceedings; or,
- (c) If such violation shall continue for thirty (30) days after notice in writing from the Executive Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Executive Board shall have the power to issue the defaulting Unit owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to use, occupy or control his Unit and thereupon an action in equity may be filed by the Executive Board against the defaulting owner, for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title, and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, Court reporter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens against the Unit, shall be paid to the Owner. Upon the confirmation of such sale, and the interest in the Property sold subject to this Declaration, and the purchaser shall become an owner in the place and stead of the defaulting owner.

ARTICLE 20

Form of Notice

Any notice, demand, request, consent, approval or other communication provided for in the Act or this Declaration, or desired to be given by any part to any other party or parties, shall be in writing, and shall be deemed to have been given and received when personally delivered or as mail by the United States Postal Service, registered or certified mail, addressed, as the case may be, to the Association or Executive Board at the address of its President in Nixa, Missouri, or to any Unit Owner at the address of his Unit, or in either case at such other address as is hereinafter provided. The Executive Board may designate a different address or addresses for notices to it by giving notice of such change of address to all Owners. Any Unit Owner may also designate a different address or addresses for notices to him by giving notice of his change of address to the Executive Board.

ARTICLE 21

Membership in Association

- 21.1 Purposes of Association: The Association was incorporated to perform the acts and duties desirable in connection with the management of the Unit and Common Elements and to levy and enforce collection of assessments necessary to perform said acts and duties.
- 21.2 Membership: All Unit Owners shall automatically be members of the Association, and said membership shall terminate when an owner shall no longer own a Unit.
- 21.3 Voting: Multiple Owners of a Unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws.

ARTICLE 22

Enforcement of Maintenance

In the event that a Unit owner fails to maintain his unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, collect such assessment and shall have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.

ARTICLE 23

Limited Common Elements

- 23.1 Existing Limited Common Elements: Any portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside a Unit which serves only such Unit shall constitute a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements shall constitute a part of the Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios,

- courtyard, garage and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside of such Unit shall constitute Limited Common Elements allocated exclusively to such Unit.
- 23.2 Additional Limited Common Elements: There may be additional Limited Common Elements appurtenant to Units in this condominium, as reflected by the Plat. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and shall pass with a Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.
- 23.3 Maintenance of Limited Common Elements: Any expenses of maintenance, repair or replacement of Limited Common Elements may be treated and paid for as a part of the Common Expenses of the Association but shall be assessed against the individual Unit Owner or Owners and Unit or Units to which such Limited Common Elements are appurtenant or assigned. Exterior surfaces of patios and balconies shall be treated as Common Elements.

ARTICLE 24

Insurance

- 24.1 Purchase of Insurance: The Association shall obtain insurance in the form prescribed in the Act with the coverages contained in section 24.3 hereof, together with such other insurance as the Association deems necessary, in a company with an "A" rating or better authorized to do business in the State of Missouri. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees.
- 24.2 Mortgagees: Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to mortgagees. Such policies shall provide that payments for losses by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage upon their personal property and for their personal liability and living expenses at their own expense.
- 24.3 Coverage:
- 24.3.1 Casualty. All buildings and improvements upon the property shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Association. Such coverage shall afford protection against:
- 24.3.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- 24.3.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings described

in this subparagraph including, but not limited to, vandalism and malicious mischief.

24.3.2 Public liability, including medical payments insurance, in such amounts and with such coverage as shall be required by the Association including, but not limited to hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

24.3.3 Workmen's compensation insurance meeting the requirements of the laws of Missouri.

24.3.4 Such other insurance as the Association shall determine from time to time to be desirable.

24.4 Policies: Policies for insurance purchased by the Association shall be for the benefit of the Association, the Unit owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Association and which shall be a bank or trust company in Missouri with Trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or sufficiency of policies or the failure to collect any insurance proceeds. The duty, of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

24.4.1 Common Elements. Proceeds on account of damage to Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, and an undivided share of any excess shall be held for each Unit Owner, such share being the same as the Allocated Interest appurtenant to his Unit.

24.4.2 Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

24.4.2.1 When the Units are not to be restored, for the owners of the damaged Units.

24.4.2.2 When the Units are to be restored, an undivided share of any excess over the amount needed to effect such restoration shall be held for each Unit Owner, such share being the same as the Allocated Interest appurtenant to his Unit.

24.4.3 Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of that Unit owner shall be held in trust for the Mortgagee and the Unit Owner, as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

24.5 Distribution of Proceeds: Proceeds of insurance shall be distributed in the following manner.

- 24.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made therefore.
- 24.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.
- 24.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such Mortgagee.
- 24.5.4 Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to the names of the Unit Owners and their respective shares of the distribution.
- 24.6 Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property, with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 24.7 Unit Owner's Obligations: Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and casualty insurance on the contents within said Unit.

ARTICLE 25

Reconstruction or Repair after Casualty

- 25.1 Determination to Reconstruct or Repair: If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:
- 25.1.1 Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- 25.1.2 Condominium Building. If the damaged Improvement is a Building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined not to rebuild in the manner provided in the Act.
- 25.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary in

determining whether the damaged property is to be reconstructed or repaired.

- 25.2 Plans and Specifications:** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Buildings or, if not, then in accordance with the plans and specifications approved by the Association; and, if the damaged property is a Condominium Building, by the Owners of not less than seventy-five percent (75%) of the Common Elements, including the Owners of all damaged Units whose approval shall be unreasonably withheld.
- 25.3 Responsibility:** If the damage is only to those portions of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.
- 25.4 Estimate of Costs:** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 25.5 Assessments:** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to the Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.
- 25.6 Construction Funds:** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:
- 25.6.1 Association.** If the total assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair, which is the responsibility of the Association, exceed \$25,000.00, the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
- 25.6.1.1 Association – Minor Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereafter

provided for the reconstruction and repair of major damage.

25.6.1.2 Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Executive Board and upon approval of an architect qualified to practice in Missouri employed by the Association to supervise the work.

25.6.1.3 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner and if there is a mortgagee endorsement as to such Unit, then to the Unit owner and the mortgagee jointly.

25.6.1.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the funds in the manner elsewhere stated except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

25.6.1.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable, the name of the designated payee and the amount to be paid; named as payee, the Insurance Trustee shall also name the mortgagee as payee of the distribution of insurance proceeds to a Unit Owner; and, further provided that when the Association or mortgagee which is the beneficiary or an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE 26

Amendments Required by Mortgagees

There shall automatically be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government, or quasi-governmental agency which holds a first mortgage encumbering a Unit or insures or guarantees to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supercede any conflicting matters contained in this Declaration, the Articles or By-Laws. Should such governmental agency or quasi-governmental agency require an amendment to this Declaration, the Articles or By-Laws, then said amendment may be made and filed by the Declarant or the Association without regard to any other provisions herein contained regarding amendments, and without any requirements or securing the consent of any Unit Owner. Should any governmental agency or quasi-governmental agency that holds, insures or guarantees first mortgages on residential property require an Amendment to this Declaration, the Articles or By-Laws before approving the Condominium for eligibility under such agency's guidelines and regulations, then said Amendment may be made and filed by the Declarant or the Association without regard to any other provisions herein contained regarding Amendments, and without requirement of securing the consent of any unit owner.

ARTICLE 27

Eminent Domain

In the event it shall become necessary for any public agency to acquire all or any part of the Common Elements for any public purpose, the Executive Board is hereby authorized to negotiate with such public agency for such acquisition and to execute any and all instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association need be made party, and in any event the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Elements.

ARTICLE 28

General Provisions

- 28.1 Binding Effect: All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein and shall be binding upon all Unit owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in Common Elements as defined herein.
- 28.2 Invalidity: If any provisions of this Declaration, the Articles, the By-Laws or the Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Act, and of the application

- of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.
- 28.3 **Special Declarant Rights:** If the Declarant holds Units for sale in the ordinary courses of business, none of the following actions may be taken without the Declarant's written approval.
- 28.3.1 Assessment of the Declarant as a Unit Owner for capital improvements; and
- 28.3.2 Any action by the Association that would be detrimental to the Declarant's sale of Units.
- 28.4 **Remedies:** The remedy for violation provided by the Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the By-Laws or the Association's Rules and Regulations, upon a finding by the court that the violation complained of occurred, the defendant Unit owner shall reimburse the Association for reasonable attorney's fees and costs incurred by it bringing such action.
- 28.5 **Construction:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium recognizing that the Condominium is part of a larger Planned Development. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

ARTICLE 29

Development Plan

- 29.1 **Development:** The Condominium will at a maximum be composed of seventy-six (76) units to be built in three phases. Phase I – 23, Phase II – 16, and Phase III – 37. The Clubhouse will be located in Phase I. The development is known as "Autumn Corners at Copper Leaf."
- 29.2 **Common Elements:** All of the lands comprising Autumn Corners at Copper Leaf, except those lands subjacent to each Building, together with the Improvements thereon will constitute the Common Elements, title to which will be held by the Unit Owners, according to their allocated interest, for the use and benefit of the Unit Owners in Autumn Corners at Copper Leaf.
- 29.3 **Declarant Rights:** The Declarant reserves the exclusive right to add units to the condominium, to reduce or enlarge the area of the Common Elements, to alter its boundaries, to designate the site of each numbered part of the development, to delineate parking areas, recreational areas, easements for ingress and egress, utilities, drainage and other services, paths, walkways and planting areas in the Common Elements and to relocate the same from time to time until completion of the development.
- 29.4 **Unit Boundaries (Declarant):** Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units the Allocated Interests that are appurtenant to the Units concerned.

- 29.5 Amendments: The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments.
- 29.6 Additional Rights of Declarant During Construction and Sale: Notwithstanding any provision contained in this Declaration to the contrary, and at all times and from time to time prior to Declarant conveying all Units in the condominium, Declarant shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Units in the condominium, and (ii) to maintain sales, business and construction offices in the Units, garages, buildings or trailers of the condominium or on the Property to facilitate the completion of construction of the Buildings and Improvements comprising the condominium and the sale of Units thereof. The construction of the Buildings and Improvements by Declarant hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this paragraph until all Units of the Condominium have been completed and conveyed for residential purposes.

ARTICLE 30

Amendments

- 30.1 By Declarant: This Declaration may be amended by Declarant at any time from time to time prior to Declarant selling more than fifty percent (50%) of the total units, to add real estate to the property subject to this Declaration or to withdraw real estate from the property subject to this Declaration. In the event all or any portion of said property is subjected to, or withdrawn from, the scope of this Condominium, then the interest in the Common Elements for owners of Units included in the Condominium shall be determined by Owners by a fraction, the numerator of which shall be the total created by the proposed amendment. Acceptance of a deed from Declarant to any Unit in the Condominium shall constitute the consent of the owner of such Unit, their successors and assigns, to any such amendments to this Declaration.
- 30.2 By Unit Owners
- 30.2.1 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of [sixty-seven percent (67%)] [seventy-five percent (75%)] of the Units [and approval of at least fifty-one (51%) of the Eligible Holders of first mortgages on units].
- 30.2.2 All amendments shall be evidenced by a certificate executed as required by the Act and recorded in the office of the Recorder of Deeds of Christian County, Missouri; provided however, that except as otherwise provided in this Declaration:
- 30.2.2.1 No amendment may create or increase special Declarant rights, increase the number of units, change the boundaries of any unit, change the configuration or the size or modify the appurtenances to such Unit, nor change the Allocated Interest of a Unit Owner unless all record

Unit Owners [and all record owners of liens on all Units] shall join in the execution of such amendment; and

30.2.2.2 No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagee or the Declarant.

30.2.3 Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners; lienors or mortgagees. Such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors, mortgagees or any other party whether or not their joinder is elsewhere required for other amendments.

30.3 Approvals: Any amendment adopted prior to the completion of the Condominium shall be subject to the review and approval of the City of Nixa and Christian County, Missouri, as respectively required. Further, any amendment adopted shall be subject to the prior approval of any agency of the United States Government that holds a first mortgage encumbering a Unit or insures or guarantees to the holder thereof the payment of the same.

30.4 To Plans:

30.4.1 Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units' shares of the Common Elements that are appurtenant to the Units concerned.

30.4.2 The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed and acknowledged only by the Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments.

30.5 Boundary Adjustments: Upon application to the Association signed by the owners of the Units affected, the boundaries between adjoining units may be relocated. Any such application so filed shall specify a reallocation of the Allocated Interest of the Units affected. Unless the Executive Board determines within thirty (30) days of the date of receipt of such an application that the proposed reallocations are unreasonable, the Association shall, at the expense of the applying Unit Owners, prepare an amendment to this Declaration to be executed by the Affected Unit Owners identifying the units involved, stating the reallocated Allocated Interests and containing appropriate words of conveyance, which such amendment shall be recorded in the office of the Recorder of Deeds for Christian County, Missouri. Further, the Association shall, at the expense of the applying Unit Owners, cause to be prepared and recorded any Plat necessary to show the adjusted boundaries of the Units and their dimensions and identifying numbers.

30.6 Subdivision of Units: Notwithstanding any provision of the Act to the contrary, no Unit may be subdivided into two (2) or more Units.

IN WITNESS WHEREOF, Hall Investments, LLC, a Missouri Limited Liability company organized and existing under the laws of the State of Missouri, has executed these presents the day and year first above written.
AUTUMN CORNERS at COPPER LEAF

BY: _____
Teresa I. Hall, Managing Member
Hall Investments, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF CHRISTIAN)

On this _____ day of _____, 200____, before me appeared Teresa I. Hall, to me personally known, who, being by me duly sworn, did say that she is all of the members of Hall Investments, LLC, a Missouri limited liability company, by authority of its Operating Agreement, and she acknowledges said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

**EXHIBIT A
LEGAL DESCRIPTION
PLANNED DEVELOPMENT FOR COPPER LEAF
FINAL DEVELOPMENT PLAN**

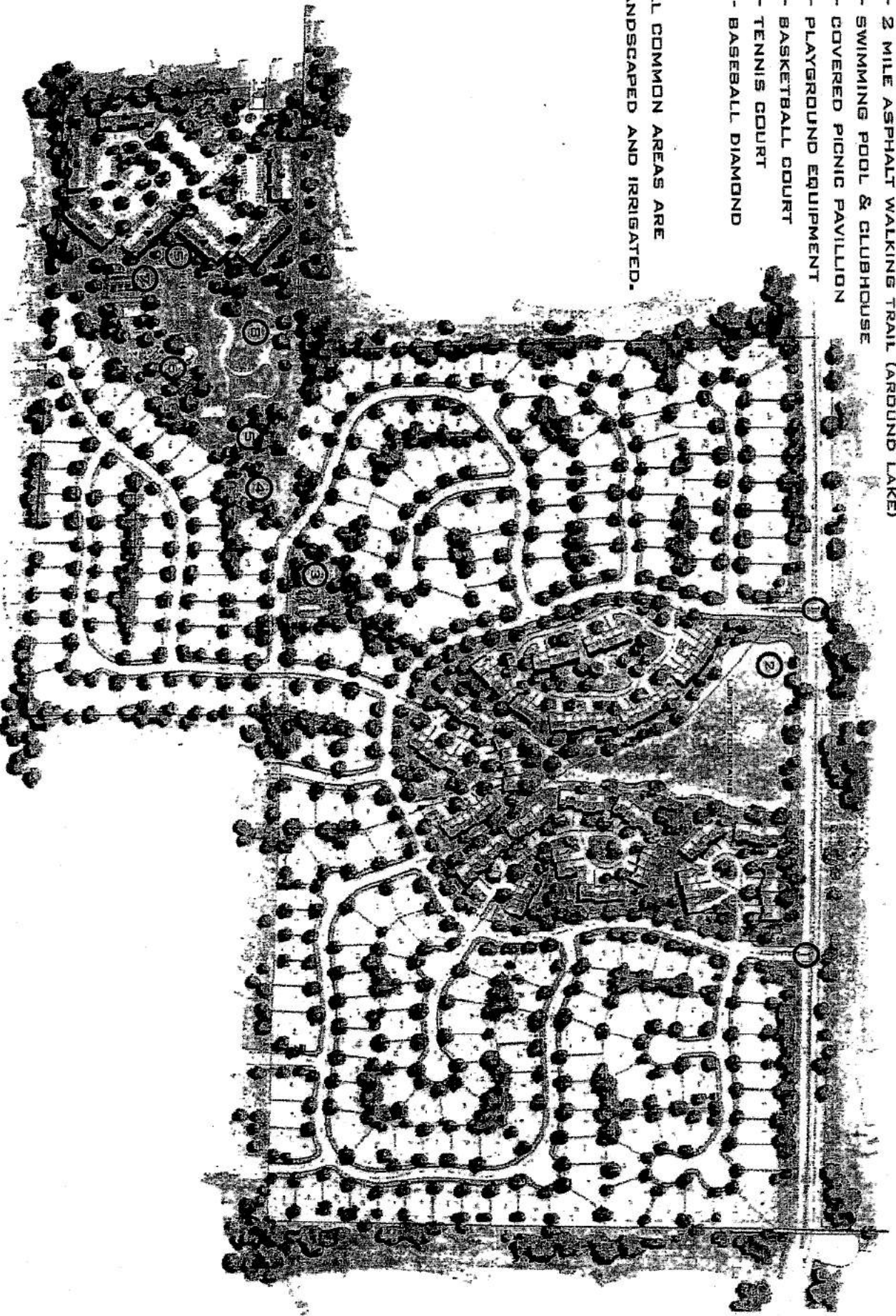
All of Lot 236, final plat Copper Leaf Subdivision, a planned unit development being a re-plat of part of Lot 1 Copper Leaf in the City of Nixa, Christian County, Missouri, according to the recorded plat thereof.

EXHIBIT B
PLANNED DEVELOPMENT COPPER LEAF
FINAL DEVELOPMENT PLAT
LOT 236

See attached.

- 1 - MARBLE WATERFALL ENTRANCES
- 2 - 2 MILE ASPHALT WALKING TRAIL (AROUND LAKE)
- 3 - SWIMMING POOL & CLUBHOUSE
- 4 - COVERED PICNIC PAVILLION
- 5 - PLAYGROUND EQUIPMENT
- 6 - BASKETBALL COURT
- 7 - TENNIS COURT
- 8 - BASEBALL DIAMOND

ALL COMMON AREAS ARE
LANDSCAPED AND IRRIGATED.

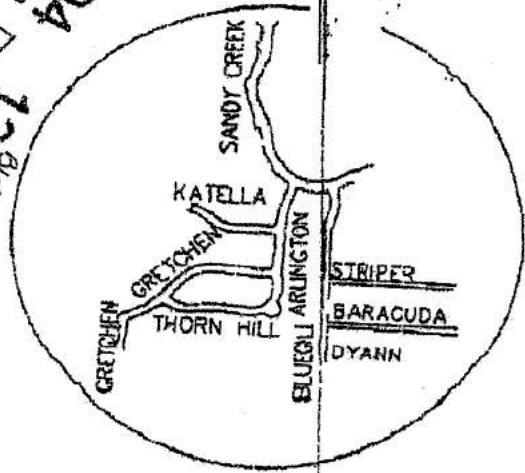
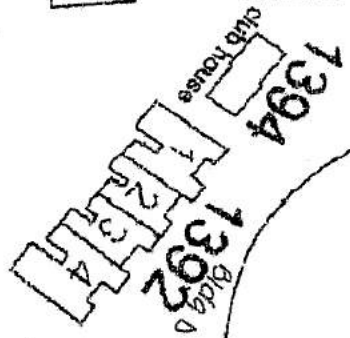
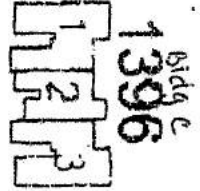
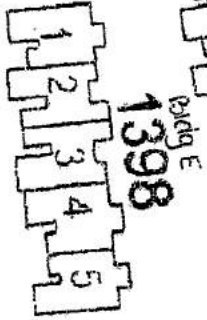
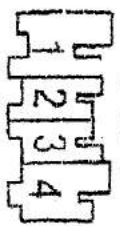
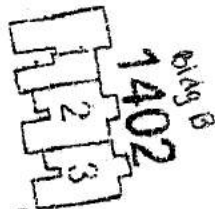
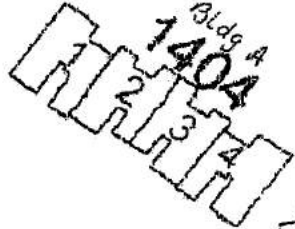


MASTER PLAN

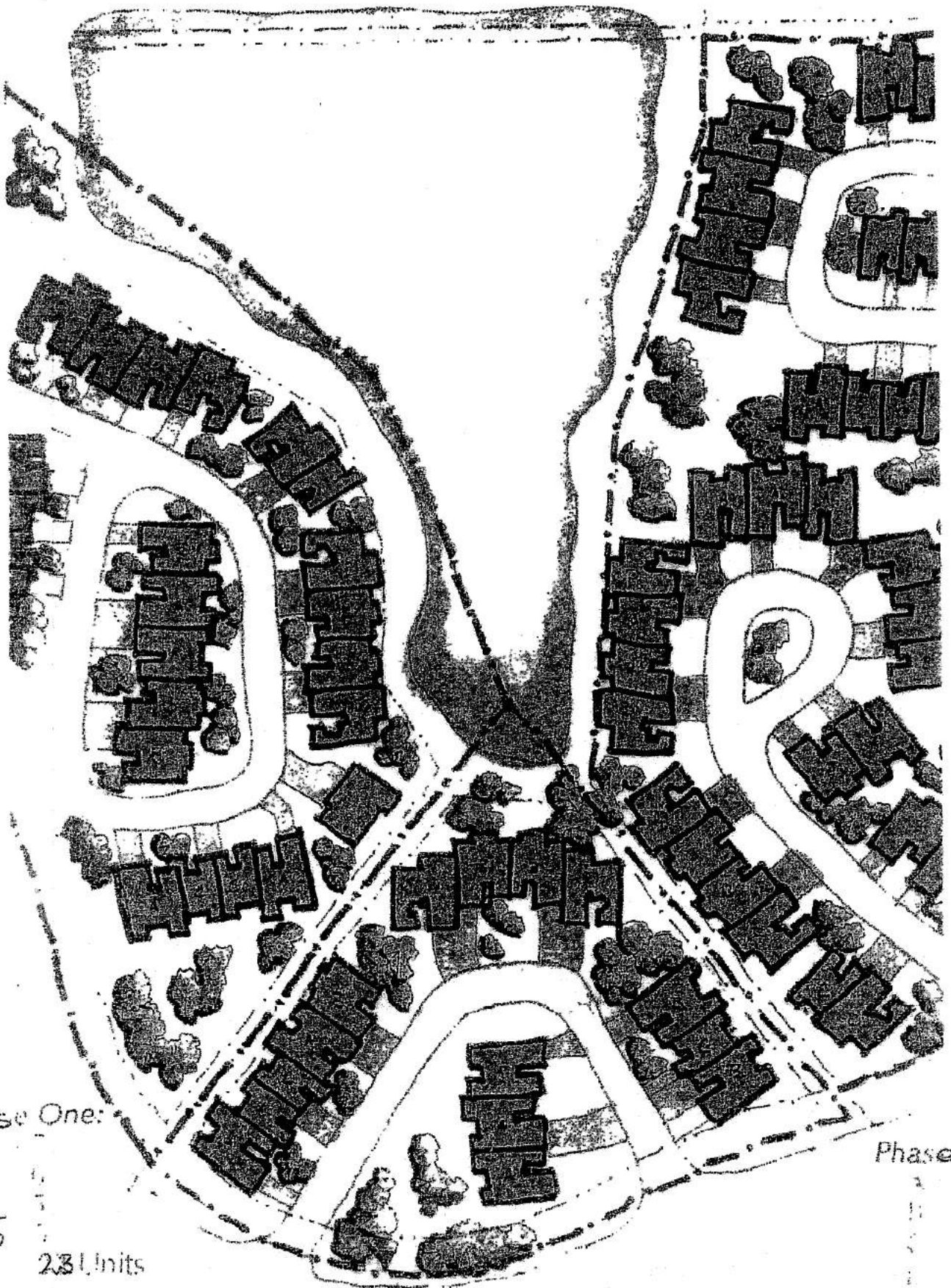
COPPER LEAF

Copper Leaf Town Homes

N.
Sandy
Creek
Cr.



Phase I



Phase One:
 A
 B
 C
 D
 231 Units

Phase Two: 16 units
 A - 5

Phase Three
 37 Units

**EXHIBIT C
ALLOCATED INTEREST**

See attached.

Copper Leaf Condos
Phase I

Bldg. A – Unit 1	1404 N. Sandy Creek Cr., Unit 1	1/76
Bldg. A – Unit 2	1404 N. Sandy Creek Cr., Unit 2	1/76
Bldg. A – Unit 3	1404 N. Sandy Creek Cr., Unit 3	1/76
Bldg. A – Unit 4	1404 N. Sandy Creek Cr., Unit 4	1/76
Bldg. B – Unit 1	1402 N. Sandy Creek Cr., Unit 1	1/76
Bldg. B – Unit 2	1402 N. Sandy Creek Cr., Unit 2	1/76
Bldg. B – Unit 3	1402 N. Sandy Creek Cr., Unit 3	1/76
Bldg. C – Unit 1	1396 N. Sandy Creek Cr., Unit 1	1/76
Bldg. C – Unit 2	1396 N. Sandy Creek Cr., Unit 2	1/76
Bldg. C – Unit 3	1396 N. Sandy Creek Cr., Unit 3	1/76
Bldg. D – Unit 1	1392 N. Sandy Creek Cr., Unit 1	1/76
Bldg. D – Unit 2	1392 N. Sandy Creek Cr., Unit 2	1/76
Bldg. D – Unit 3	1392 N. Sandy Creek Cr., Unit 3	1/76
Bldg. D – Unit 4	1392 N. Sandy Creek Cr., Unit 4	1/76
Bldg. E – Unit 1	1398 N. Sandy Creek Cr., Unit 1	1/76
Bldg. E – Unit 2	1398 N. Sandy Creek Cr., Unit 2	1/76
Bldg. E – Unit 3	1398 N. Sandy Creek Cr., Unit 3	1/76
Bldg. E – Unit 4	1398 N. Sandy Creek Cr., Unit 4	1/76
Bldg. E – Unit 5	1398 N. Sandy Creek Cr., Unit 5	1/76
Bldg. F – Unit 1	1400 N. Sandy Creek Cr., Unit 1	1/76
Bldg. F – Unit 2	1400 N. Sandy Creek Cr., Unit 2	1/76
Bldg. F – Unit 3	1400 N. Sandy Creek Cr., Unit 3	1/76
Bldg. F – Unit 4	1400 N. Sandy Creek Cr., Unit 4	1/76

Clubhouse

1394 N. Sandy Creek Cr.

Subsequent Phases

Phase II

16 Units (each at 1/76)

Phase III

37 Units (each at 1/76)

EXHIBIT D
BY-LAWS OF ATUTUMN CORNERS AT COPPER LEAF
HOME OWNERS' ASSOCIATION, INC.

See attached.

Autumn Corners at Copper Leaf Condo Living Units

Original Sales Certificate

The Declarant is Hall Investments, LLC, a Missouri corporation, whose address is 1414 W. Edgewood, Springfield, Missouri 65807, and the condominium development is located at 1394 N. Sandy Creek Circle, Nixa, Missouri 65714.

Phase I-Initial Units of the Condominium, Autumn Corners at Copper Leaf, shall consist of 6 buildings consisting of 23 units plus the clubhouse, Phase II will have 16 units and Phase III will have 36 units. All units shall be constructed with two (2) or three (3) bedrooms, two (2) or three (3) baths, a living/dining room, and all units will have a one (1) or two (2) car garage. Units will have approximately one thousand five hundred (1,500) square feet, excluding the garage and patio area. Each unit will have central heating/air conditioning, stove/oven, and microwave oven. The Declarant commences construction in January 2006 and will complete construction of Phase I-Initial Units in, or before, January 2007. The total number of units in Phase I-Initial Units shall be twenty-three (23) plus the clubhouse. Phase II, with 16 units, will begin approximately June of 2006 and complete approximately June of 2007. Phase III, with 36 units, will begin approximately December/January 2007 and complete approximately December 2008. The total condominium community of Autumn Corners at Copper Leaf should be done by December 2008. There are 76 total units.

The significant features of the Declaration of Condominium (the "Declaration") will be as follows:

1. Declarant reserves the right to construct a total of seventy-six (76) units as set forth above.

2. The Condominium will include General Common Elements and Limited Common Elements. General Common Elements will consist of all the real estate except the individual units. Limited Common Elements will consist of any portion of the real estate included in the General Common Elements which are for the exclusive use of one (1) or more, but less than all, units.

3. The Unit owners will each own an individual interest in the Common Elements based on the number of Condominium Units owned and will pay a monthly maintenance fee of an equal amount for each Condominium Unit, regardless of size.

4. The Unit Owner's Association will be a non-profit corporation, the membership of which shall consist exclusively of all the Unit Owners and representatives of the Declarant until such time as all units in the Condominium are sold. There will be at least three (3) members of the Board of Directors appointed by the Declarant and thereafter elected by the Unit Owners and pursuant and subject to the provisions of the Declaration and By-Laws. The Association shall have the right to adopt rules and regulations; fine for the violation of such rules and regulations or the Declaration and By-Laws; set and amend budgets for revenues, expenditures, and reserves; set and collect assessments for common expenses; hire employees; make additional improvements to the Common Elements and maintain same; and exercise any other powers to it given by Declarant or deemed necessary and proper for the governance and operation of the Association.

5. The original Board of Directors of the Unit Owner's Association may adopt By-Laws and rules and regulations for the Association. The By-Laws and rules and regulations will provide governing provisions for the Condominium, including

procedures for altering or improving external fixtures of Condominium units, usage time rules and safety provisions for all amenities, quiet hours, pedestrian and vehicular traffic parking rules, and usage of Common and Limited Common Elements.

6. A Management Contract will be entered with Hall Investments, LLC, which from and after June 15th, 2008 may be terminated upon thirty (30) days' written notice by either party given to the other. Management fees under this contract can be fifteen (\$15.00) dollars per Condominium Unit.

7. There will be no lease fees for usage of any recreational areas or facilities.

8. The projected budget by the Association for one (1) year after the date of the first conveyance is forty-four thousand two hundred dollars (\$44,200). This budget is based upon occupancy of four new units each month until the sixth month when full occupancy will be obtained. From the seventh month onward, the budget will be based upon full occupancy of all twenty-three (23) units.

First year's budget		
<i>month</i>	<i>units</i>	<i>amount</i>
1	4	\$800.00
2	8	\$1,600.00
3	12	\$2,400.00
4	16	\$3,200.00
5	20	\$4,000.00
6	23	\$4,600.00
7	23	\$4,600.00
8	23	\$4,600.00
9	23	\$4,600.00
10	23	\$4,600.00
11	23	\$4,600.00
12	23	\$4,600.00
TOTAL		44200

Each unit will have an equal proportion of assessment. The Autumn Corners at Copper Leaf Homeowners Association fees will also include in its budget an assessment to cover the annual assessment of the Copper Leaf subdivision itself. The subdivision as a whole charges the homeowners association fee of two hundred and forty (\$240) per year for each home at Autumn Corners at Copper Leaf.

It is anticipated that the budget will increase from time to time as a result of inflationary aspects and number/occupancy of the units. The budget shall include the following items and projected monthly costs:

Budget	<i>Phase I</i>	<i>Phase II</i>	<i>Phase III</i>
Year: \$200 x 76 = \$15,200 per month	<i>23 units</i>	<i>16 units</i>	<i>37 units</i>
\$15,200 per mo. X 12 = \$182,400	<i>23 x \$200 = \$4,600</i>	<i>36 x \$200 = \$7,600</i>	<i>76 x \$200 = \$15,200</i>
groundskeeping	\$1,000	\$1,900	\$3,750
security patrol	\$250	\$228	\$400
inground sprinkler water/service	\$100	\$190	\$400
power wash siding every 3 years	\$335	\$570	\$1,125
trash removal	\$295	\$570	\$1,125
clubhouse (utilities/insurance/etc.)	\$400	\$760	\$1,200
insurance	\$1,080	\$2,280	\$4,500
Association Copper Leaf	\$460	\$760	\$1,500
Reserve	530	\$142	\$565
General Maintenance	\$150	\$200	\$635
	4600	7600	15200

There is no management fee in the budget for Phase I thru III because the developer will be managing construction of each phase. Due to this, management fees will probably not be necessary for a few years. Some costs will not increase as much as additional units are added, allowing the association the opportunity to avoid raising fees by re-budgeting as the entire community develops.

Members of the community can manage for the first few years without a management company. The association may want a management company as the property develops age.

Reserves for repairs and replacements are included in the above budget projections. Reserve fund, Equipment Replacement, and Maintenance Plan shall go into a reserve fund since the units will be new. The Declaration and By-Laws will provide for special assessments if monthly maintenance fees are not enough to properly maintain the Condominium.

The projected common expenses for the Association are the same as the above projected budget for the first year. The projected monthly common expense assessment for each unit is as follows:

<u>UNIT</u>	<u>ASSESSMENT</u>
Phase I	\$200.00 per month
Phase II	\$200.00 per month
Phase III	\$200.00 per month

All amenities and expenses are included in the budget. The budget of the Association, above set forth, assumes occupancy of 23 units in Phase I and assumes inflation of three percent (3%).

9. There are no special fees other than the normal closing costs due from the purchasers at closing.

10. The period of time to make claim for any breach of warranty shall be two (2) years from the time the claim occurs.

11. Within ten (10) days after the receipt of the original sales certificate or within five (5) days after execution of the sales contract, whichever is longer, and before conveyance, a purchaser may cancel any contract for purchase of a unit from

Declarant, but if purchaser receives an original sales certificate more than ten (10) days before executing a contract for purchase of a unit from Declarant, purchaser may not cancel the contract.

12. There are no unsatisfied judgements or pending suits against the Association.

13. All deposits made in connection with the purchase of any unit will be held in escrow for five (5) days after receipt of the original sales certificate and will be returned to the purchaser if the purchaser cancels the contract. The escrow agent is Hogan Title Company.

14. There are no restraints on alienation of any of the Condominium units although each Owner is obligated to give notice of any sale, rental, or lease to the Association. There is, however, no right of first refusal, or prohibition to lease a Unit.

15. The insurance coverage provided for the benefit of the Unit Owners shall be a Fire Insurance Policy covering all units and Common Elements, including any amenities located thereon. A Rider providing for the payment of replacement costs, regardless of the amounts of insurance allocated to the building or individual units, shall be made a part of the policy. A Liability Insurance Policy shall also be provided in the amount of at least One Million Dollars (\$1,000,000.00), including medical payments, for any injuries occurring on the Common Elements or the units.

16. There are no current or anticipated fees or charges to be paid by Unit Owners for the use of the Common Elements or other facilities related to the Condominium. Purchaser can be specially assessed by the Association for unexpected maintenance and repair costs in connection therewith.

17. Declarant has a loan commitment from Metropolitan National Bank for the construction of Phase I—Initial Phase of the Condominium, including roads, landscaping, and improvements located on the Common Elements which are Plat and Plans thereof being one in the same as those which will be filed as a part of the Declaration of Condominium and By-Laws. Said commitment is subject only to such technical and legal matters being resolved as required by Metropolitan National Bank. It is anticipated, but not definite, that Phase II and Phase III will also be financed by Metropolitan National Bank.

18. The Declarant is obligated to build all the improvements and amenities contained within Phase I of the Condominium. The Declarant reserves the right not to build any improvements in Phase II and III Subsequent Phase Development. Any improvements contemplated to be located within a portion of the Condominium with respect to Phase II and III Subsequent Phase Development to which the Declarant has reserved the development right need not be built.

19. The Declaration of Condominium and By-Laws shall be subject to certain Development Rights in favor of Declarant.

A. The Declarant reserves the right to build a maximum of twenty-three (23) units and the clubhouse in Phase I. All future units will be restricted to residential use. There is no obligation for the Declarant to build any units other than the twenty-three (23) units in Phase I.

B. Declarant's development rights will include the right to delete or amend Phase II & III, and will include Common Elements within the Condominium; to subdivide into or convert units into Common Elements; to add property to the Condominium and

to create more units, Common Elements, or Limited Common Elements from such additional property; or to withdraw real estate from the Condominium. These rights will include the right of Declarant to trespass upon all the Common Elements to construct additional units adjacent thereto and to provide all utilities to any additional Condominium Units. Every Unit owner's interest in the Common Elements will be changed by the exercise of any of the Declarant's development rights. Such change will be made in accordance with the formula set forth in the Condominium Declaration, which formula establishes a percentage of undivided interests in the Common Elements based upon dividing the gross square foot area of each Unit by the total gross square foot area of all Units, as such square foot area is determined by Declarant measurements. The option reserved to add additional Real Estate and Units to the Condominium shall be exercisable by the Declarant, its successors and assigns, who shall have the unilateral right to reallocate percentages of Undivided Interests in the Common Elements, liability for payment of Common Expenses, and allocation of votes in the Association, all to be done in accordance with the limitations and formulas set forth in the Condominium Declaration. The Declarant shall exercise this option by its adoption, execution, or recordation of an amendment to the Condominium Declaration by recording such plats, certificates, and plans as required by the Act. Such amendment shall be adopted by the Declarant pursuant to the terms hereof without the consent of any Unit Owners.

C. Any additional Condominium Units constructed by Declarant by virtue of Declarant's exercise of its development rights shall be compatible with the existing Condominium Units and improvements in terms of architectural style and quality of

construction, but unit size may vary considerably.

D. There are no assurances given as to what improvements may be made and what Limited Common Elements may be created within any part of the Condominium pursuant to any development right reserved by the Declarant.

Additionally, there are no assurances made as to the locations of any building or other improvement that may be made within any part of the Condominium pursuant to any development right reserved by the Declarant. No assurances are made that any Limited Common Elements created pursuant to any development right reserved by the Declarant will be approximately equal to the proportion existing within other parts of the Condominium.

E. All restrictions contained in the Declaration of Condominium and By-Laws affecting the use, occupancy, or alienation of Units shall be made a part of any Declaration concerning any Units created pursuant to the exercise of any development rights reserved by Declarant.

F. Any assurances made by the Declarant herein do not apply in the event that any development right is not exercised by the Declarant.

20. Condominium Units in the initial Condominium, or Condominium Units added as the result of the exercise of the development rights, shall not be divided into Timeshare Units.

21. The Declarant is a licensed realtor with Century 21 Ace Realty.

Delivered this _____ day of _____, 20____.
Autumn Corners at Copper Leaf

By _____
(Authorized Agent)

(Buyer)

(Buyer)

EXHIBIT E
CERTIFICATE OF APPROVAL

See attached.

Certificate of Approval

From:

Autumn Corners at Copper Leaf
Property Owners Association
Nixa, MO 65714

This is to certify that: _____

Have (has) been approved by the Board of Managers of Autumn Corners at Copper Leaf Property Owners Association, Nixa, MO 65714, as purchaser(s) lesee(s) of Unit Number _____ of Condominium Phase _____ a Condominium recorded in Plat Book Number _____

Such approval is given pursuant to the provisions of Article Eight.Eight (8.8) of the Declaration of Condominium. When the "Certificate for Approval" covers the sale of a unit it is only with the understanding that the seller(s) release all claims (real or implied) against Autumn Corners at Copper Leaf Property Owners Association and that any such claims or credits are transferred, with the title, to the purchaser(s) of Condominium Unit _____ Phase _____. Seller(s) agreement to this is attested by his (their) signature on the "Application for Approval of Sale and Purchase" dated _____. Any Claim that the seller(s) feel should accrue to him (them) is to be handled direct with the buyer(s).

Dated this _____ day of _____, 20____.
Autumn Corners at Copper Leaf Property Owners Association

By: _____, President

Attest: _____, Secretary

State of Missouri)
County of Christian)

I certify that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared

_____ to me known to be the
persons described in and who executed the same.

Witness my hand and seal in the County and State last aforesaid this _____ day of
_____, 20_____.

My Commission expires on _____, 20_____ Notary Public

Distribution:

- 1 copy - Purchaser/Lessee(s)
- 1 copy - Seller/Lessor(s)
- 1 copy - Autumn Corners at Copper Leaf Property Owners Association

Application for the Approval of Sale and Purchase

TO: Board of Managers, Autumn Corners at Copper Leaf
Property Owners Association
Nixa, MO 65714

I(we) propose to sell Unit number _____ for the total
to _____
sum of _____
(\$ _____).

(a) We hereby agree that any claim (real or implied) that we may have as a Unit Owner(s) on any money or credits accumulated in the treasury of Autumn Corners at Copper Leaf Property Owners Association for the purpose whatsoever, is hereby waived and that any claim (real or implied) is, by the transfer of title, to accrue to the benefit of the purchaser(s) of Unit _____ Phase _____ as determined by the By-Laws of Autumn Corners at Copper Leaf Property Owners Association and the action of its Board of Managers. Any such claim, real or implied, will be settled direct between the seller(s) and the buyer(s).

Present Owners _____ Date _____
_____ Date _____

Statement of Purchasers

Length of residence at current address _____
Retired? _____ Intended use of property _____

Banking and Credit References

Social/Personal References

I(we) agree to abide by the Declaration of Condominium and By-Laws and any other regulations governing Autumn Corners at Copper Leaf Property Owners Association.

_____ Date _____, 20____
_____ Date _____, 20____

In accordance with Article Eight.Eight (8.8) of the Declaration of Condominium Phase _____ of Autumn Corners at Copper Leaf, the Board of Managers hereby approve/denies the purchase/lease as outlined in Article 6 and 8.8 of Unit number _____, Phase _____.

This approval is given only with the understanding that paragraph (a) as agreed to by the seller(s) and acknowledged by the affixation of his (their) signature(s) becomes a condition of this approval for the sale and the purchase/lease of Unit _____, Phase _____.

Board of Managers, Autumn Corners at Copper Leaf

President Date _____ 20____

Vice President Date _____ 20____

Secretary Date _____ 20____

Treasurer Date _____ 20____

INSTRUCTION FOR USE OF THIS FORM: This form is to be filled out by the seller/lessor(s)

and purchaser/lessee(s) and returned to the Secretary of the Autumn Corners at Copper Leaf Property Owners Association and upon the approval by the Board of Managers (within 7 days) a Certificate of Approval will be issued.

NOTE TO THE SELLER(S): The Copy of the Declaration of Condominium and By-Laws are a part of the Unit and are to be left for the new owners.

Distribution:

1 copy – Autumn Corners at Copper Leaf

1 copy – Purchaser

1 copy – Seller

Condominium Resale Certificate

(To be furnished by unit owner to buyer before execution of any contract for sale or before conveyance of a unit)

Condominium Certificate concerning Condominium _____ in Phase ____ of Autumn Corners at Copper Leaf, a condominium project located in the city of Nixa, Christian County, Missouri on behalf of the condominium owners association (the Association) by the Association's governing body (the Board).

A) The monthly common expense assessment for the Unit is \$200 per month. The Association has ___ has not approved an increase in such assessment. If an increase has been approved, the new assessment will be \$ _____ per month and the effective date will be _____, 20_____.

B) There ___ is ___ is not a common expense or special assessment due and unpaid by the Seller to the Association. If so, the amount is \$ _____ and is for _____.

C) Other fees ___ are ___ are not payable by the unit owners. If so, the amount is \$ _____ and is for _____ and is payable to _____.

D) There ___ are ___ are not any capital expenditures anticipated by the Association for the current and two next succeeding fiscal years. If so, the amount is \$ _____ for the current year and \$ _____ for the two next succeeding fiscal years and is for _____.

E) The amount of reserves for capital expenditures are \$ _____ as of _____, 20_____ and \$ _____ of the reserves has been allocated by the Association for special projects.

F) The most recently prepared balance sheet and income and expense statement of the Association are attached.

G) The current operating budget of the Association is attached.

H) There ___ are ___ are no unsatisfied judgements against the Association. The nature and amount of the unsatisfied judgement is _____.

and the status of ay pending suit is _____.

I) The Association ___ has ___ has not purchased and provided insurance coverage for the benefit of the unit owners. A statement describing the coverage is attached.

J) The executive board ___ has ___ has no knowledge that any alterations or improvements to the unit or to the limited common element assigned to the unit which violate any provisions of the Declaration. If so, they are _____.

Required Attachments:

1. A copy of the Declaration (other than the plats and plans)
2. The By-Laws
3. The Rules or Regulations
4. Balance Sheet
5. Operating Budget
6. Insurance Statement

7. Leasehold Statement

Information hereby provided and included by:
Autumn Corners at Copper Leaf Property Owners Association

By _____
Title _____
Mailing Address _____

Phone Number _____
Date _____, 20____

The undersigned buyer acknowledges
receipt hereof from unit owner on
_____, 20____.

(Buyer)

(Buyer)

**EXHIBIT F
BOARD OF DIRECTORS**

**Teresa Hall – President
Terry Letterman – Vice President
Tammy Houk – Secretary/Treasurer**

8/24/06

Homeowners' Association Meeting

Present: Members – Teresa Hall; Terry Letterman; Tammy Houk

Meeting called to discuss two issues that have occurred as a result of beginning to finish units and moving individuals into Autumn Corners at Copper Leaf.

Teresa explained that when the first closing was being prepared, about August 15th, we found that Christian County required us to have an "as built" survey. Dana Edwards at Southwest Surveyors was hired to perform the survey. It will take 3-4 weeks to complete. We hope by approx. September 5th to have it done and ready to close the first 3 move-ins. Teresa has given permission for the first 3 to move in prior to closing.

DirectTV was hired by one of the move-ins to provide their satellite tv. Teresa had requested that it be put on the side of the building so the dish would not be visible. On the day of installation Teresa wasn't available, and the client called to indicate DirectTV had no arm installation, only roof. Agreed that was ok. When Teresa arrived the next day she learned DirectTV provides two dishes; one for local and one for high definition. She found wires all over the side of the building, cut through the firewall inside the building, through other owners' wall etc.

Teresa met with Dick Short developer of Copper Leaf; had phone discussion with DirectTV; other client affected by dish installation, etc. Called a meeting with Chris Reed, Team Leader for DirectTV; home owner; and Teresa Hall for 8/24/06. Meeting verified wires have to be outside, problems w/ grounding, etc. Since current client already has service contract decision was made to move 2 dishes to his roof line and move wires up under the covered deck. Autumn Corners will need to repair siding, check firewall, etc after moved. DirectTV will leave feet on roof and will need to see if it is ok or if they need to be moved, etc.

As a result of these issues Autumn Corners at Copper Leaf is adopting the following regulations regarding satellite tv dishes:

- 1) Each unit is limited to one (1) dish.
- 2) The dish will be installed on the condo owners' exterior wall area. The Association will need to approve the location.
- 3) Mounting will need to be on arm under the soffit – not on the roof.
- 4) No dish can exceed 18" in width.
- 5) When a resident prepares to sell with a dish and move, if the buying resident is not going to use dish service, the seller will need to have dish removed and all damages to soffit, etc repaired.

These policies are effective immediately and all current buyers will be informed and this will be added to the by-laws for all future buyers.

Minutes prepared by Teresa Hall.

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT


WHEREAS, Articles of Incorporation of

*Autumn Corners at CopperLeaf Homeowners Assoc.
N00749703*

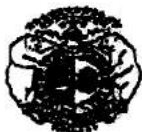
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
5th day of July, 2006.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 550 W. Main Street, Rm 322
Jefferson City, MO 65102

Articles of Incorporation of a Nonprofit Corporation
(To be submitted with a filing fee of \$55)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

- (1) The name of the corporation is Autumn Corners at Copperleaf Homeowners Assoc.
- (2) This corporation is a Mutual Benefit Corporation.
(Public or Private)
- (3) The period of duration of the corporation is Perpetual
(“Perpetual” unless stated otherwise)
- (4) The name and exact address of the Registered Agent and Registered Office in Missouri is:

Teresa J. Hall
6/20/06
Completed

~~State Secretariat~~ 1394 N. Sandy Creek Circle Nixa, MO 65714
City/State/Zip

The name(s) and address(es) of each incorporator:

Teresa J. Hall, 1414 W. Edgewood, Springfield, MO 65807

(6) Does the corporation have members? YES NO

(7) The assets of the corporation will be distributed on dissolution as follows: there won't be "assets" per say, but they will be returned to the homeowners in equal

(8) The corporation is formed for the following purpose(s): To have a Property Owners' Assoc. Shares to care for the day to day costs of upkeep of Common Element

(9) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: n/a
(Date may not be more than 90 days after the filing date in this Office)

Please see next page

State of Missouri
Creation - NonProfit 2 Page(s)



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Name and address to return filed document:

Name: Teresa Hall
Address: 1414 W. Edgewood
City, State, and Zip Code: Springfield, MO 65807