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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE KINGDOM MANCAVES**

**Document Date:** January 10, 2023

**Grantor:** Kingdom Adventure Group, LLC

**Grantee:** Kingdom Adventure Group, LLC

**Legal Description:** See Exhibit A

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE KINGDOM MANCAVES**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE KINGDOM MANCAVES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 10 day of Jan, 2023 by Kingdom Adventure Group, LLC, a Missouri Limited Liability Company (the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the property has been platted as a zero lot line commercial development in Camden County, Missouri; and

WHEREAS, Declarant as the owner of the real property described in Exhibit A desires that the Property shall be subject to the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall run with the land, shall be a burden and a benefit to Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in the real property and improvements, their grantees, heirs, executors, administrators, devisees, successors and assigns.

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

The Kingdom Mancaves is a single and independent development consisting of five units in one building located on the land described in Exhibit A. Each unit owner of The Kingdom Mancaves shall be a member of The Kingdom Mancaves Association, Inc.

The common areas of the development, as designated on the plat and this Declaration, will be owned and managed by The Kingdom Mancaves Association, Inc., a Missouri not-for-profit corporation. Each unit owner shall be a member of the Association.

The developer reserves the right to alter Future Development in terms of land use, density and location and type of proposed improvements in any manner which, in the sole discretion of Developer, it is determined necessary and feasible to accomplish an overall planned unit development that meets market demand, taking into consideration land availability, availability of financing, and overall compatibility of improvements.

**1. Definitions.**

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

- (a) "Articles" shall mean and refer to the Articles of Incorporation of The Kingdom Mancaves Association, Inc., a Missouri not-for-profit organization, as amended from time to time.
- (b) "Assessments" shall mean to all assessments and charges rendered by the Association including but not limited to Regular, Special, and Individual Assessments.
- (c) "Association", The Kingdom Mancaves Association, Inc., which shall be responsible for the operation of the buildings and common areas of The Kingdom Mancaves;
- (d) "Association Documents" shall mean and refer to any and all documents, instruments and agreements established by the Declarant creating and governing the Association, including, but not limited to, this Declaration, the Articles of Incorporation and the By-laws of the Association, as amended from time to time.
- (e) "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for administration of the Association's affairs.
- (f) "By-laws" shall mean and refer to the By-laws of the Association adopted for its internal organization and operation, as amended from time to time.
- (g) "Common Areas" shall mean and refer to those areas of land within the Property which are dedicated to or owned by the Association or any other property which is dedicated, conveyed, or licensed to the Association, any property over which the Association holds an easement, or any property anywhere located for which the Association has a legal obligation for its maintenance, either under the terms of this Declaration or by separate agreement, and which is intended to be devoted to the common use and enjoyment of the Owners, together with any and all personal property and fixtures located thereon. Common areas shall include but are not limited to streets, roads, medians, sidewalks, open spaces, perimeter walls, lighting, landscaped areas and entry features. Common areas may be dedicated by a Supplemental Declaration. Common areas shall also include any personal property acquired by the Association if such is designated as a Common Area in the bill of sale of instrument transferring same or subsequently declared by the Association or the Declarant to be a Common Area.
- (h) "Common elements," includes all portions of the buildings located on the Property other than the units and which are shared by or used in connection with more than one unit;
- (i) "Common Expenses," means the expenditures made by or financial liabilities of the Association together with any allocation to reserves;
- (j) "County" shall mean and refer to Camden County, Missouri.
- (k) "Development Documents," this Declaration together with the exhibits attached hereto, the Association Documents, and the Plat;
- (l) "Declarant," Kingdom Adventure Group, LLC, a Missouri Limited Liability Company, and its successors or assigns. A person or entity shall be deemed an assignee or successor in interest of the Declarant only if specifically so designated in a duly recorded supplemental Declaration, which supplemental Declaration shall specifically so state, and shall be deemed an assignee successor in interest of Declarant only as to the particular rights or interests specifically designated in the recorded Supplement.
- (m) "Declaration," this instrument and attachments thereto, and as from time to time amended;

- (n) "Development Rights" means the rights or combination of rights reserved, if any, by the developer in this Declaration to add real estate to the Development, to create units, and to add or vest additional units and common elements or limited common elements within the development, to subdivide units, combine units, or convert units into common elements, to withdraw real estate from the Development, or to submit the Development to a Master Association.
- (o) "Director" shall mean and refer to a member of the Board of Directors of the Association.
- (p) "Governing Documents: shall mean and refer to this Declaration, the Articles and the By-laws and any and all amendments thereto.
- (q) "Institutional Mortgagee" or "Lender" shall mean and refer to such commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, holding companies, pension funds or business trusts, including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender or any private or government institution which has insured the loan of a Lender, or any combination of the foregoing entities to include, without limitation, an agency of the United States Government, the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of Veterans Affairs (VA), the Federal Housing Administration (FHA), Federal or State Agencies, and other similar insurers and guarantors of mortgages, or any other lender generally recognized as an institutional type lender on any of the Property or Units, and insurers or guarantors of the same, together with their successors and assigns.
- (r) "Limited Common Elements," that portion of the common elements which are reserved for the use of a certain unit to the exclusion of other units. Any balcony, shutters, awnings, window boxes, doorsteps, stoops, porches, patios, decks and all exterior doors and windows, covered parking areas or other fixtures designed to serve a single unit but located outside that unit's boundaries shall be "Limited Common Elements" and are allocated exclusively to that unit.
- (s) "Lot" shall mean any platted lot within the Property upon which a Unit may be constructed. The term Lot includes lots upon which improvements have been constructed and lots upon which improvements have not been constructed.
- (t) "Majority" or "majority of the unit owners," as that term is used with respect to all matters except voting of members of the The Kingdom Mancaves Association, Inc., shall mean the owners of more than fifty percent of the units. With respect to all voting matters affecting the The Kingdom Mancaves Association, Inc. majority shall mean more than fifty percent of the owners of units entitled to membership under the terms of this Declaration.
- (u) "Master Association," a not for profit corporation which may be formed by the Declarant to administer one or more commercial or residential projects.
- (v) "Members" means any person or entity holding membership in the Association. All owners of Units shall be Members, with the limitation that there can be no more than one (1) member for each Unit for voting purposes.
- (w) "Owner" shall mean the record holder of fee simple title to each Unit or Lot in the Development, other than the Association, whether consisting of one or more persons or entities. Owner shall not mean or refer to any mortgagee or beneficiary of a deed of trust unless and until the title has been transferred pursuant to a foreclosure proceeding or a

conveyance in lieu of foreclosure. Every person or entity who owns an interest in a Lot or Unit shall be considered as an Owner whether the ownership is joint, in common, or a tenancy by the entirety. In the event a life estate is created with respect to any Lot or Unit the life estate holder shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

- (x) "Persons," a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (y) "Plat," a plat or plats of a survey or surveys, together with amendments thereto, of the parcel or parcels and of all units which are proposed for inclusion in the Property.
- (z) "Property," all the land, property or properties and space comprising the parcel or parcels, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual benefit or enjoyment of the unit owners.
- (aa) "Proposed Future Development Plan," the plan for the development of the Property set forth in Exhibit D and as amended from time to time by the Declarant;
- (bb) "Record," to record in the Office of the Recorder of Deeds of Camden County, Missouri.
- (cc) "The Kingdom Mancaves Association, Inc.," The Kingdom Mancaves Association, Inc., which shall be a Missouri Not-For-Profit corporation, and responsible for operation and maintenance of all common elements of The Kingdom Mancaves. Each unit owner of The Kingdom Mancaves shall be a member of The Kingdom Mancaves Association, Inc.;
- (dd) "Special Declarant Rights", rights reserved for the benefit of the Declarant to: complete the improvements indicated on plats and plans filed with the declaration; exercise any development right; maintain sales offices, management offices, signs advertising the Project, and models; use easements through the common elements for the purpose of making improvements within the Property or within real estate which may be added to the Property; make the Property part of a planned community; make the Property subject to a master association; or appoint or remove any officer of the association or any master association, or any executive board member during any period of Declarant control.
- (ee) "Time Share Plan," a plan under which the right to use any of the units is sold to one or more purchasers for a period of time which is less than a full year during any given year, and which extends for a period of more than three years. **Time Share Plans are expressly prohibited within The Kingdom Mancaves.**
- (ff) "Unit," a part of the property including one or more rooms, occupying one or more floors, designed and intended for independent use, and having lawful access to a public way;
- (gg) "Unit Boundaries", the area within the survey lines shown on the Plat which establish the division between units and between units and the common areas.
- (hh) "Unit owner" or "Owner", the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

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

(a) The property is hereby divided into separate units. The units are respectively identified and designated by numbers as shown on the Plat.

Except as provided by law, and subject to the Development Rights reserved herein by Declarant, no owner shall, by deed, plat or otherwise, subdivide his unit into tracts or parcels.

(b) Declarant reserves the Development Right to combine any of the units in the any building and located on any floor(s) of such building into a single unit.

## **3. Ownership of Units and Common Areas - Ownership Percentages - Voting Rights.**

a. Each unit, together with its interest in the common areas, shall constitute real property and may be conveyed and encumbered as if it were independent of the other units in the building.

b. The owner of each unit shall be seized of the fee simple title to and exclusive ownership and possession of his unit and of the fee simple title in an undivided interest in the common areas. Each owner's undivided interest in the common areas shall be computed by dividing the square footage of each unit by the total square footage of all units in the development. Each unit owner shall bear the same percentage of the common expenses of the Association as his percentage ownership of the common areas, except as otherwise provided in this declaration. The ownership percentages and square footage of each unit in the initial phase of the development is set forth on the attached Exhibit "C".

c. The Units comprising each building contain common walls, known as "party walls" between each unit that adjoins another Unit. The centerline of the a party wall is the common boundary of the adjoining Units. Each common wall in a Unit shall be a party wall, and any party to said wall, their heirs, successor and assigns shall have the right to use the same jointly with the other party to said wall as set forth herein. The term "use" shall include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving, but shall prohibit any form of alteration which would cause an aperature, hole, conduit, break or other displacement of the original party wall. The costs of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein. The entire roof on the building, any and all roof support and any and all appurtenance to said structures, including without limitation the roof covering, roof trim, and roof drainage fixtures sall be collectively referred to as "common roofing". To the extent not inconsistent with the provisions of this article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of improvements in the development.

## **4. Limited Common Elements.**

Some of the common elements are reserved for the use of less than all of the unit owners, and such areas are referred to as "limited common elements." The limited common elements other than parking spaces shall be identified on the plat. Limited common elements identified on the plat shall be used in connection with the unit or units with which they are associated to the exclusion of the other owners of the common elements, except by invitation. All of the owners shall have a non-exclusive right in common with all other owners to the use of sidewalks,

pathways, driveways, streets, and exterior exit balconies within the entire development. No statement as to whether limited common elements are exclusive or non-exclusive need be made in any deed, instrument of conveyance or other instrument.

## **5. Plat.**

Simultaneously with the recording of the declaration there shall be recorded a plat, which shall be made by a registered and licensed Missouri land surveyor.

## **6. Description of Unit.**

(a) Every contract for sale of a unit, written before or after the recording of the plat or this declaration, and every deed, lease, mortgage, trust deed, will or other instrument may legally describe a unit by its identifying unit designation, the building number, if any, followed by the name of this development with further reference to the plat and declaration filed for record. The description shall be good and sufficient to sell, convey, transfer, encumber or otherwise affect the unit, and the owner's percentage ownership in the general common elements and the limited common elements appurtenant to the unit. The description shall be construed to include a perpetual non-exclusive easement for ingress and egress between an owner's unit and the public road, and use of the limited common elements appurtenant to his unit.

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

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

## **7. Form of Ownership - Title.**

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

## **8. Inseparability of a Unit.**

Each unit, the appurtenant undivided interest in the common elements, and the appurtenant limited common elements shall together comprise one unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a unit.

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

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



## 10. Non-Partitionability of Common Elements.

The common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or subdivision of the common elements.

## 11. Easements.

(a) Encroachments. In the event that any portion of the general common elements encroaches upon any unit or units, or in the event that any portion of a unit encroaches upon any other unit or units, or upon any portion of the common elements, or should any encroachment occur in the future as a result of: (1) settling of a building; or (2) alteration or repair of the common elements; or (3) repair or restoration of a building and/or unit after damage by fire or other casualty, or condemnation or eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same as long as the encroachment exists. In the event that any one or more of the units, buildings, or other improvements comprising part of the common elements are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such encroachments and easements shall not be encumbrances either on the common elements or on the units for purposes of marketability of title or other purposes. In interpreting any and all provisions of the declaration, subsequent deeds and/or mortgages relating to units, the actual location of a unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such unit indicated on the plat.

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

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

(d) Maintenance of Limited Common Element Easement. There is hereby granted to each owner of a unit an easement on, over, and across the common elements as may be necessary or appropriate to enable such owner to perform maintenance, repair and other work upon any limited common element appurtenant to his unit and which is located upon the exterior walls or roof of the building in which said owner's unit is situated.

(e) Easement for Exercise of Special Declarant Rights. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the property for the installation, maintenance and inspection of the lines and appurtenances of any public or private water, sewer, drainage, gas, electricity, telephone, or other utilities to service

The Kingdom Mancaves and the other projects shown on the Proposed Future Development Plan as amended from time to time, if, as and when developed, including an easement of ingress and egress for the maintenance, repair, operation, and replacement of utility meters and fixtures located within individual units. There is further specifically reserved to the Declarant an easement for ingress and egress for walkway and vehicular traffic through, over and across the property described on Exhibit "A" for the development and construction of subsequent developments, which reserved rights in this Paragraph (e) shall expire twenty (20) years from the date of the recording of this Declaration.

(f) Reserved and Granted Easements for Ingress and Egress. There are hereby granted and reserved cross easements for ingress and egress for walkway and vehicular traffic to and for owners of all units of The Kingdom Mancaves and all owners of subsequent developments, if the same are developed, over and across the areas designated for such traffic on the plat.

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

After completion of the improvements described on the plat, no labor performed or material furnished and incorporated in a unit with the consent or at the request of the unit owner, his agent, his contractor, or subcontractor shall be the basis for filing of a lien against the common elements or against the unit of any other unit owner who did not expressly consent to or request the services. The owner of the unit upon which such work is performed shall indemnify the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or the common elements for construction performed or for labor, materials, services or other products incorporated in an owner's unit at such owner's consent or request, including all reasonable attorney's fees incurred in the defense of such claim.

## **13. Administration of the Association.**

(a) The interests of all owners of units shall be governed and administered by an Association named The Kingdom Mancaves Association, Inc. The Articles of Incorporation and By-Laws of the Association shall govern its administration. The By-Laws of the Association are attached hereto as Exhibit "D".

(b) Each owner of a unit shall be a member of the Association and shall remain a member while he owns such unit.

(c) The Association may, by its Executive Board, contract and pay for the services of a managing agent to perform such duties as the Executive Board may prescribe.

(d) The Association may, by an 80% vote of its members, and with the consent of the Master Association, elect to merge with the Master Association, if such Master Association is formed, thereby delegating to said Master Association its rights and obligations under this Declaration. Such an election shall be memorialized in writing and recorded in the Office of the Recorder of Deeds in Camden County, Missouri, after which time the Association may dissolve.

## **14. Declarant Control of Executive Board.**

The initial Executive Board of the Association shall be appointed by the Declarant. Not later than sixty (60) days after the conveyance of the first unit in The Kingdom Mancaves a special meeting of the unit owners shall be called to elect one-third (1/3) of the members of the Executive Board. The remaining members shall be appointed by the Declarant. Declarant's right to appoint members of the Executive Board shall terminate not later than the earlier of: (1) sixty

(60) days after conveyance of one hundred percent (100%) of the units in The Kingdom Mancaves which may be created, to unit owners other than the Declarant. By written notice delivered to any member of the Executive Board the Declarant may voluntarily surrender the reserved right to appoint and remove members of the Executive Board prior to the occurrence of any of the above events.

## **15. Access to units for maintenance, repairs and emergencies.**

(a) The owners shall have the irrevocable right, to be exercised by the resident manager, managing agent or Executive Board of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom; provided, that such right of access may be exercised at any time, whether during reasonable hours or not, for making emergency repairs in order to prevent damage to the common elements or to another unit.

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

## **16. Owner's Maintenance Responsibility for His Unit.**

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

(b) An owner shall maintain and keep in repair the interior of his own unit, including fixtures. All fixtures and equipment installed within the unit commencing at a point where the utilities enter the unit shall be maintained in good repair by the owner. If any fixtures or equipment are damaged as a result of an external force or cause, and if such damage is not covered by insurance, the cost of repair shall be an Association expense (a common expense of all of the unit owners). An owner shall do no act or any work that will impair the structural soundness or integrity of the building or impair any easement or hereditaments. An owner shall always keep the limited common elements appurtenant to his unit in a clean and sanitary condition and shall not use nor permit use thereof in a manner as will be offensive to another owner of reasonable sensitivities.

## **17. Maintenance of the Common Elements of the Development.**

(a) The Maintenance and operation of the buildings and common elements of The Kingdom Mancaves shall be the responsibility and the expense of the Association, and a common expense of all of the unit owners. Such expense shall be assessed to the owners according to their percentage of ownership of the common elements set forth in Paragraph 3(b) of this Declaration. The maintenance shall include:

1. Maintenance repair and replacement of landscaping areas and entry features on all Common Areas;
2. Maintenance, repair and resurfacing of all driveways, streets, roads, medians and sidewalks, if any, within the development;
3. Maintenance and replacement of open spaces and any perimeter walls;
4. Maintenance, repair and replacement of any and all other improvements located within the Common Areas.
5. Maintenance of the exterior and roof of all buildings within the development.

(b) There shall be no additions, alterations, or improvements of or to the common elements and limited common elements by the Association requiring an assessment in excess of One Thousand Dollars (\$1000.00) per unit in any one calendar year without prior approval of a majority of the owners. Such approval shall be expressed by a vote in favor thereof by a majority of the owners of a majority in interest at a special or regular meeting of Association members. Such expenditure(s) shall be a common expense. Such limitation shall not be applicable to the replacement, repair, maintenance or obsolescence of any common element or limited common element or common personal property.

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

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

## **19. Revocation or Amendment to Declaration.**

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

consent of all of the unit owners and all of the holders of recorded first mortgages or first deeds of trust as expressed in an amended declaration duly recorded.

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

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

(d) Notwithstanding the foregoing provisions, the Articles of Incorporation of the Association may be amended as provided in the By-Laws.

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

Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time, and from time to time, which amends this Declaration: (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs functions similar to those currently performed by such entities; and/or (ii) to induce any such agency or entity to make, purchase, sell, insure, or guarantee deeds of trust covering units. A power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each owner, and each holder of a deed, mortgage, deed of trust, or other instrument affecting a unit, and the acceptance thereof shall be deemed to be a grant and acknowledgement of and a consent to the reservation of said power to Declarant to make, execute, and record special amendments. No special amendments made by Declarant shall adversely affect or impair any deed of trust upon a unit or any warranties made by an owner or holder of a deed of trust in order to induce any of the foregoing agencies or entities to make purchase, insure, or guarantee the deed of trust on such owner's unit.

## **21. Assessment for Common Expenses.**

(a) All owners shall be obligated to pay the estimated assessments imposed by the Executive Board of the Association to meet the common expenses, including the assessments of the Master Association. The common expenses of the Association shall be assessed among all of the unit owners, in accordance with Paragraph 3 of this Declaration. The limited common elements shall be maintained as common elements, and no unit owner shall be separately assessed therefor. Assessments for the estimated common expenses of the Association shall be due in advance on the 1<sup>st</sup> day of each quarter, i.e. January 1, April 1, July 1, and October 1. The statements for common expenses shall be prepared and delivered or mailed to each owner. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual units.

(b) Each unit owner's obligation to begin payment of assessments shall begin on the date of the closing of the unit owner's purchase, provided, however, that no assessment shall be levied against units owned by the Declarant.

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

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

I Pursuant to the provisions of paragraph 27 of this Declaration, the Board may levy assessments to defray the cost of repair or reconstruction of the improvements in the event of their damage.

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

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

## **22. Insurance.**

(a) The Board of the Association shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Missouri Insurance Commissioner, and written with companies licensed to do business in Missouri, covering the risks set forth below. The Board of the Association shall not obtain any policy where:

- (1) under the terms of the insurance company's charter, by-laws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee; or
- (2) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the company's board of directors, policyholders or members; or
- (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds.

The Board of the Association shall obtain and maintain the following types of coverage's, to the extent reasonably available, no later than the time of the first conveyance of a unit to a person other than the Declarant, to wit:

- (1) Property insurance on the common elements, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance

after application of any deductibles shall be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. The insurance policy shall provide for coverage on the Common Elements, and all fixtures, installations, or additions comprising part of the units within the finished interior surface of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof, in accordance with the original building construction plans and specifications. The insurance policy shall further provide for "code upgrade" coverage in the maximum amount available.

(2) Liability insurance, including medical payments insurance, in an amount determined by the executive board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(3) If the insurance described in paragraphs 1 and 2 above is not reasonably available the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners.

The Executive Board of the Association may obtain the following types of insurance coverage:

(1) Fire insurance with extended coverage and all standard risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. This casualty insurance may insure the entire development and any property, the nature of which is a common element (including all of the units and exterior equipment and fixtures initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by unit owners), together with all service equipment contained therein, in an amount equal to the maximum replacement value, without deduction for depreciation, if such coverage is available. All policies may contain a standard non-contributory mortgage clause in favor of each mortgagee of a unit, which provides that the loss, if any, thereunder, shall be payable to the The Kingdom Mancaves Association, Inc., for the use and benefit of mortgagees as their interests may appear.

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

(3) Public liability and property damage insurance in such limits as the Board of the Association may from time to time determine, but not in an amount less than \$500,000 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the project. Said policy shall also contain a "severability of interest" endorsement.

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

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

(6) The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the project.

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

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

(2) The insurer waives its rights to subrogation under the policy against any unit owner or members of his household;

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

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

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

I Unit owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Board of Managers of the Association shall not be affected or diminished by reason of any additional insurance carried by any unit owner.

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

I If there is any damage or destruction to, or loss of or taking of a unit which exceeds \$1,000.00, or any damage or destruction to, or loss to or taking of the common elements which exceeds \$10,000.00, then notice of such damage, loss or taking shall be given by the Association



to the first mortgagee of said unit within ten (10) days after the occurrence of such event and within ten (10) days after the cost of repair is determined.

### **23. Owner's Personal Obligation for Payment of Assessments.**

The common expenses assessed by the Association and the Master Association against each unit shall be the personal obligation of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or of the facilities of the Master Association, or by abandonment of his unit. The Board of the Association shall have the responsibility to take prompt action to collect any assessments that remain unpaid for more than ten (10) days from the date for payment thereof. In the event of default in the payment of the assessment, the unit owner shall be obligated to pay interest at the rate of Eighteen Percent (18%) per annum, compounded monthly, on the amount of the assessment from the due date thereof, together with all expenses incurred, including attorney's fees, and any late charges provided by the By-Laws and Rules and Regulations of the Association. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing the Association's lien, but such a suit shall not be construed to be a waiver of the Association's lien.

### **24. Association Lien for Non-payment of Common Expenses.**

(a) All sums assessed by the Association but unpaid for the share of common expenses chargeable to any unit, including assessments for the expenses of the Master Association, shall constitute a lien on that unit superior to all other liens and encumbrances, except for tax and special assessment liens on the unit in favor of any governmental entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums provided by such encumbrances. To evidence such lien, the Board of the Association shall prepare a written notice of lien assessment setting forth the amount of the unpaid indebtedness, the accrued interest and late charges thereon, the name of the owner of the unit, and a description of the unit. The notice of lien shall be signed by one of the Board members or one of the officers of the Association on behalf of the Association and recorded in the Office of the County Recorder. The lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges, is fully paid.

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

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

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

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

## **25. Ascertainability of Unpaid Common Expenses.**

(a) The unit owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days' written notice to the Board of the Association, and upon payment of a reasonable fee, shall be furnished a statement of the owner's account. The statement of account shall include the amount of any unpaid common expenses, the amount of the current assessments, the dates that assessments are due, the amount of any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor, and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request is complied with within ten (10) days after receipt of the written request, all unpaid common expenses that become due prior to the date of the request shall be subordinate to the rights of the person requesting the statement.

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

## **26. Priorities of Association Lien for Common Expenses.**

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

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

This declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the development in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement, and improvement of any units, common elements, or limited common elements which have been destroyed, damaged, condemned, or become obsolete. Title to any unit is subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute appointment of the Association as attorney-in-fact. All of the owners hereby irrevocably constitute and appoint the The Kingdom Mancaves Association, Inc., as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the project upon its damage, destruction, obsolescence or condemnation as

hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or assistant secretary, or its other duly authorized officers and agents, shall have full and complete authorization, right, and power to make, execute and deliver any contract, deed, or other instrument affecting the interest of an owner, which is necessary and appropriate to exercise the powers herein granted. In the event the Association is dissolved or becomes defunct, a meeting of the unit owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the project upon its destruction, damage, obsolescence, or condemnation shall be appointed. The appointment must be approved by seventy-five percent (75%) or more of the owners and at least seventy-five percent (75%) of the first mortgagees of the units. Repair and reconstruction of the improvements means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each unit and the common elements and limited common elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the project's original architectural plan and scheme, to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless eighty percent (80%) of the owners and all first mortgagees agree not to rebuild.

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

(b) In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred eighty days (180) from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:

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

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

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

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

(C) The owners of eighty percent (80%) or more of the units in this development may agree that the common elements are obsolete and adopt a plan for the renewal and reconstruction of those common elements, which plan must have the approval of at least eighty percent (80%) of the first mortgagees of record at the time of the adoption of such plan. If a plan for the

renewal or reconstruction is adopted, notice of the plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eighteen percent (18%) per annum, and all reasonable attorney's fees incurred by the Association in collecting the assessment. The proceeds derived from the sale of such unit shall be used and disbursed by the Association, as attorney-in-fact as follows:

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

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

## **28. Condemnation.**

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

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

(b) Complete Taking.

In the event that the entire development is taken or condemned, or sold or otherwise disposed of in lieu of or avoidance thereof, the ownership pursuant hereto shall terminate.

The Condemnation Award shall be apportioned among the owners on the same basis of each unit owner's interest in the common elements, provided that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(2) On the basis on the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable as follows:

- (i) For payment of the balance of the lien of any first mortgage;
- (ii) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;
- (iii) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (iv) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (v) The balance remaining, if any, shall be paid to the unit owner.

(c) Partial Taking. If less than the entire development is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the owners as follows:

- (1) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the owners on the basis of each owner's interest respectively in the common elements;
- (2) the total amount allocated to severance damages shall be apportioned to those units that were taken or condemned;
- (3) the respective amounts allocated to the taking of or damage to a particular unit and to the improvements an owner has made within his own unit shall be apportioned to the particular unit involved; and
- (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree.

If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 27I (1) through (6).

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

## **29. Registration of Mailing Address.**

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

## **30. Period of Ownership.**

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

## **31. Restrictive Covenants and Obligations.**

(a) The property is hereby restricted to commercial and incidental residential use and related uses. Except for Special Declarant rights reserved herein, no buildings or structures shall be moved from other locations onto the premises, and no buildings other than buildings shown on the plat (filed or to be filed) shall be erected or constructed on the property except by vote of a majority of the unit owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used, kept, or stored on any portion of the premises at any time, either temporarily or permanently.

(b) Notwithstanding any provisions herein to the contrary, it shall be permissible for the Declarant, its agent, employees and contractors to maintain, during the period of construction and sale of the units, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be required, convenient, or incidental to the construction and sale or rental of units and interests therein, including, but without limitation: a business office in one unit owned by Declarant; storage area; construction yard; signs; model units; a sales office in one unit owned by Declarant; a construction office in one unit owned by Declarant; parking areas; and lighting.

I No advertising signs, including a "For Rent" or "For Sale" sign, nor billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any unit or any occupant thereof.

(d) Rules and regulations may be adopted by the Board of the Association governing the use of the common elements and limited common elements. The rules and regulations shall be furnished to unit owners before they become effective. The rules and regulations shall be uniform and non-discriminatory. The rules and regulations of the Association shall affect only those common elements and limited common elements that the Association is obligated by this Declaration to maintain.

### **32. Tax and Assessment Liens.**

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

### **33. Acceptance of Provisions of all Documents.**

A contract for purchase, and the conveyance or encumbrance of a unit, shall be deemed to include the acceptance of all of the provisions of this declaration, the Articles of Incorporation and Association By-Laws, and Rules and Regulations of the Association, and shall be binding upon the purchaser, grantee, or encumbrancer without the necessity of an express provision in the instrument of conveyance or encumbrance.

### **34. Term of Agreement with Developers, Sponsors or Builder or Management Company or Manager.**

Nothing in this declaration shall permit the Association to enter into any agreement for the professional management of the development, nor enter into any other contract providing for services of the developer, sponsor or builder, which shall exceed one (1) year in duration and which shall not provide for termination without cause and without a termination fee on ninety (90) days (or less) written notice.

### **35. Transfer of Special Declarant Rights.**

Any Special Declarant Rights reserved hereunder may be transferred by Declarant, either in whole or in part, either exclusively or non-exclusively, to any person or entity. Such assignments shall not in any way lessen Declarant's rights herein.

### **36. Recreational Facilities.**

The roads owned by the Association are available for the use of the unit owners, subject to payment of the assessments of the Association.

### **37. Recorded Easements.**

There are no recorded easements affecting or burdening the property designated herein on Exhibit A, except for those described on the Plat recorded herewith.

### **38. Declarant's Right to Add Units and Land to the Development.**

The Declarant reserves the right to construct additional buildings containing additional units on the land described in Exhibit A and which is shown as a "Common Area" on the Plat.

The Declarant also reserves the right to add the real estate described in Exhibit B to the development pursuant to the provisions of this Declaration.

(a) The consent of unit owners of the project shall not be required for the addition and the Declarant may proceed with such addition at its sole option;

(b) The Declarant's option to expand the development shall expire twenty (20) years after the closing of the first unit to be sold, if not sooner exercised. The Declarant may terminate its option to expand at any time by recording an executed and notarized document terminating this option.

I The improvements to be placed on the additional lands will be compatible with the project and will be of the same or similar quality of construction and materials and the architectural style will be substantially similar to that of the project.

(d) The Declarant reserves the right to create limited common elements within a portion of the additional land and to designate common elements therein which may later be assigned as limited common elements.

I The allocation of ownership of the common elements shall be computed as required in Section 41 and each unit owner shall accept his respective percentage interest in the common elements created by the allocation of additional land and units.

### **39. Reallocation of Percentage Interest in Common Elements.**

(a) If the Declarant exercises its Special Declarant's Rights to add land and create additional units as provided in this Declaration, the owner of each unit created and each owner of an existing unit shall be seized of the fee simple title to an exclusive ownership and possession of his unit and of fee simple title in an undivided interest in the common elements appurtenant thereto, which shall be computed by dividing the square footage of his unit by the total square footage of all units in the development, and shall also be entitled to voting rights in the Association on the same percentage.

(b) Prior to the conveyance of any unit created on land added to the development, Declarant shall record an amendment to this Declaration and to the plat which shall set forth the percentage interest of each unit in the expanded development in the common elements, and the voting rights of each such unit. The amendment to the plat shall delineate the boundaries of each new unit and shall show the land upon which the improvements are located. The amendment shall subject the land added and the additional units created to all of the terms, covenants, conditions, and restrictions of this Declaration.

### **40. General.**

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

(b) The development is not a condominium and nothing herein shall be construed to submit the property or any portion thereof to the provisions of Chapter 448 of the Revised Statutes of Missouri.


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



2001.  
2023

IN WITNESS WHEREOF, this declaration was executed the 10 day of <sup>Jan</sup> ~~August~~,


KINGDOM ADVENTURE GROUP, LLC

  
Member BRADLEY C. WADE

STATE OF MISSOURI )  
COUNTY OF Miller ) ss

On this 10<sup>th</sup> day of January, 2023, before me,  
CHRISTINE ACISAR, a Notary Public, personally appeared BRADLEY C. WADE, to me  
known to be the person described in and who executed the foregoing instrument, and  
acknowledged that he executed the same on behalf of Kingdom Adventure Group, LLC, as the  
free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal at my office in LAKE OZARK the day and year last above written.

  
Notary Public in and for said  
County and State

My term expires July 7, 2026.

CHRISTINE A. CISAR  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JULY 7, 2026  
CAMDEN COUNTY  
COMMISSION #14432536

## EXHIBIT A

### LEGAL DESCRIPTION OF THE DEVELOPMENT

A tract of land being part of Lots 18 and 19, Shawnee Bend Number 6, as shown on the plat recorded in Plat Book 9, Page 26 and being part of Government Lot 15 of the NW 1/4 of Section 3, Township 39 North, Range 16 West, said tract being part the same lands described by deed, found in Book 852, Page 414 in the Office of the Recorder, Camden County, Missouri, being more particularly described as follows: BEGINNING at a 1/2 inch rebar set for the NW corner of said Government Lot 15, thence South 02 deg 21 min 10 sec East, along the West line of said Section 3, 392.70 feet to a set 1/2 inch rebar on the Northerly right of way of a road of ingress and egress, 40 feet in width also known as Ridge Circle, thence leaving said Section line, and Continuing along said right of way, South 80 deg 01 min 35 sec East, 166.03 feet to a set 1/2 inch rebar, thence North 75 deg 04 min 14 sec East, 101.35 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Westerly right of way of a road of ingress and egress, 40 feet in width also known as Cove Circle, thence leaving said right of way of said Ridge Circle and continuing along the right of way of Cove Circle as follows: North 31 deg 58 min 22 sec East, 196.97 feet, thence on a curve to the left 67.50 feet, with a radius of 162.72 feet, and a chord direction of North 20 deg 05 min 18 sec East, 67.01 feet, thence North 08 deg 12 min 14 sec East, 105.13 feet to a set 1/2 inch rebar at the SE corner of a tract of land described by deed found in Book 760, Page 714 in said Office of the Recorder, thence leaving said Westerly Right of Way, North 81 deg 47 min 46 sec West, along the Southerly line of said tract, 250.12 feet to a set 1/2 inch rebar, thence leaving said Southerly line, North 85 deg 31 min 15 sec West, 164.88 feet to a set 1/2 inch rebar on the Northerly line of aforementioned Government Lot 15, thence North 89 deg 33 min 44 sec West, along said Northerly line, 15.59 feet to the POINT OF BEGINNING..

Said tract also described as:

All of THE KINGDOM MANCAVES, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 174, page 31, Camden County Recorder's Office.

## EXHIBIT B

### LEGAL DESCRIPTION OF LAND THAT MAY BE ADDED

All that part of the following described property which lies above contour elevation 662 feet:

A tract of land situated in and being a part of Government Lot 14 of the Northwest Quarter of Section 3 and Government Lot 13 and Government Lot 14 of the Northeast Quarter of Section 4, Township 39 North, Range 16 West; also being a part of Lot 18 and Lot 19 of Shawnee Bend No. 6, a subdivision recorded by plat at the Records of Camden County, Missouri; also a part of a tract of land described by deed recorded at Book 156, Page 970 of the Records of Camden County, Missouri; said tract being more particularly described as follows:

BEGINNING at the Southwest corner of Government Lot 14 of the Northwest Quarter of Section 3, Township 39 North, Range 16 West; thence South 89 degrees 33 minutes 44 seconds East, along the line common to Government Lot 14 and Government Lot 15 of the Northwest Quarter of said Section 3, 454.27 feet to the centerline of Cove Lane Road; thence leaving said line common to Government Lot 14 and Government Lot 15, along the centerline of Cove Lane Road, along the following courses: thence North 08 degrees 12 minutes 14 seconds East, 378.87 feet; thence along a curve to the left, 312.25 feet, the radius being 525.35 feet; the long chord North 08 degrees 49 minutes 24 seconds West, 307.67 feet; thence North 25 degrees 51 minutes 03 seconds West, 16.30 feet; thence North 32 degrees 31 minutes 03 seconds West 487.70 feet; thence along a curve to the left, 127.09 feet, the radius being 163.64 feet, the long chord being North 54 degrees 46 minutes 03 seconds West, 123.92 feet; thence North 77 degrees 01 minute 03 seconds West, 254.40 feet; thence along a curve to the right, 60.10 feet, the radius being 56.76 feet, the long chord being North 46 degrees 41 minutes 03 seconds West, 57.33 feet; thence North 16 degrees 21 minutes 03 seconds West, 160.70 feet; thence leaving said centerline South 83 degrees 07 minutes 30 seconds West, along the line common to Lot 17 and Lot 18 of Shawnee Bend No. 6, 199.10 feet to a point on a closure line, along the approximate 662 contour line being defined as the Project Boundary of Bagnell Dam by Deed recorded at Book 63, Page 162 of said Records of Camden County, Missouri; thence along said closure line, along the following courses: thence South 19 degrees 51 minutes 00 seconds East, 45.06 feet; thence South 03 degrees 06 minutes 31 seconds East, 24.98 feet; thence South 12 degrees 48 minutes 17 seconds East, 29.96 feet; thence South 12 degrees 48 minutes 17 seconds East, 26.58 feet; thence South 14 degrees 29 minutes 33 seconds East, 40.68 feet; thence South 12 degrees 20 minutes 53 seconds East, 41.19 feet; thence South 13 degrees 50 minutes 46 seconds East, 33.69 feet; thence South 19 degrees 30 minutes 57 seconds East, 37.31 feet; thence South 30 degrees 07 minutes 55 seconds East, 59.26 feet; thence South 28 degrees 05 minutes 55 seconds East, 37.50 feet; thence South 13 degrees 24 minutes 11 seconds West, 29.63 feet; thence North 50 degrees 42 minutes 24 seconds West, 23.80 feet; thence North 45 degrees 46 minutes 48 seconds West, 32.78 feet; thence North 42 degrees 13 minutes 18 seconds West, 64.79 feet; thence North 61 degrees 55 minutes 20 seconds West, 33.13 feet; thence North 08 degrees 35 minutes 33 seconds West, 26.79 feet; thence North 32 degrees 21 minutes 57 seconds West, 29.60 feet; thence North 25 degrees 58 minutes 26 seconds West, 28.70 feet; thence North 32 degrees 34 minutes 36 seconds West, 44.74 feet; thence North 25 degrees 58 minutes 16 seconds West, 35.93 feet; thence North 36 degrees 38 minutes 24 seconds West, 57.82 feet; thence leaving said closure line, South 47 degrees 57 minutes 35 seconds West, along the line common to Lot 19 and Lot 20 of Shawnee Bend No. 6, a subdivision recorded by plat

at the Records of Camden County, Missouri, 216.65 feet to the centerline of Ridge Road; thence leaving said line common to Lot 19 and Lot 20, along said centerline, along the following courses: thence South 32 degrees 43 minutes 56 seconds East, 10.94 feet; thence along a curve to the right, 35.43 feet, the radius being 75.32 feet, the long chord being South 19 degrees 15 minutes 23 seconds East, 35.10 feet; thence South 05 degrees 46 minutes 51 seconds East, 229.33 feet; thence South 00 degrees 46 minutes 52 seconds East, 256.13 feet; thence South 08 degrees 53 minutes 10 seconds West, 310.51 feet; thence along a curve to the left, 228.93 feet, the radius being 337.08 feet, the long chord being South 10 degrees 34 minutes 13 seconds East, 224.55 feet; thence South 30 degrees 01 minute 36 seconds East, 105.91 feet to the line common to Government Lot 12 and Government Lot 13 of the Northwest Quarter of Section 4, Township 39 North, Range 16 West; thence South 88 degrees 04 minutes 37 seconds East, along said line common to Government Lot 12 and Government Lot 13, 648.30 feet to the POINT OF BEGINNING.

ALSO: A tract of land situated in and being a part of Government Lot 12 of Section 4, Township 39 North, Range 16 West and a part of Government Lot 15 of Section 3, Township 39 North, Range 16 West, also being a part of Lot 18 and Lot 19 of Shawnee Bend No. 6, a subdivision recorded at Plat Book 9, Page 27 of the Records of Camden County, Missouri, and also being a part of a tract of land described by Deed recorded at Book 156, Page 970 of said Records of Camden County, Missouri, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of Government Lot 12 of Section 4, Township 39 North, Range 16 West; thence North 88 degrees 04 minutes 37 minutes West, along the Northerly line of said Government Lot 12, 624.73 feet to the centerline of Ridge Road as shown by the plat of Shawnee Bend No. 6, a subdivision recorded at Book 9, Page 27 of the Records of Camden County, Missouri; thence leaving said Northerly line of Government Lot 12, along the centerline of Ridge Road, along the following courses: thence South 30 degrees 01 minute 35 seconds East, 151.72 feet; thence along a curve to the left 245.40 feet, the radius being 520.75 feet, the long chord being South 43 degrees 31 minutes 35 seconds East, 243.13 feet; thence South 57 degrees 01 minute 35 seconds East, 44.40 feet; thence along a curve to the left, 191.70 feet, the radius being 477.55 feet, the long chord being South 68 degrees 31 minutes 35 seconds East, 190.42 feet; thence South 80 degrees 01 minute 35 seconds East 348.00 feet; thence leaving said centerline, North 09 degrees 58 minutes 24 seconds East, 20.00 feet to a point on the Northerly R.O.W. line of Ridge Road; thence leaving said R.O.W. line, North 75 degrees 04 minutes 12 seconds East along the Northerly line of a Direction Area shown by said plat of Shawnee Bend No. 6, 130.61 feet to the centerline of Cove Lane Road; thence leaving the Northerly line of said Direction Area, North 31 degrees 58 minutes 22 seconds East, along said centerline, 190.04 feet; thence continuing along said centerline, along a curve to the left, 75.79 feet, the radius being 182.72 feet, the long chord being North 20 degrees 05 minutes 18 seconds East, 75.25 feet; thence continuing along said centerline, North 08 degrees 12 minutes 14 seconds East, 153.69 feet to the Northerly line of Government Lot 15 of Section 3, Township 39 North, Range 16 West; thence leaving said centerline North 89 degrees 33 minutes 44 seconds West, along said Northerly line of Government Lot 15, 454.27 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT: A tract of land lying in Lot 19 of SHAWNEE BEND NO. 6, a subdivision filed for record in Plat Book 9, at page 27 in the Office of the Recorder of Deeds in Camden County, Missouri, described by metes and bounds as follows:

Commencing at the Northeast corner of Government Lot 12 in Section 4, Township 39 North, Range 16 West; thence run North 88 degrees 04 minutes 37 seconds West along the North line of said Government Lot 12 a distance of 624.73 feet to the centerline of Ridge Road, a road of ingress and egress 40 feet in width shown on said plat of Shawnee Bend No. 6 for the point of beginning of the tract of land herein and

hereby described; thence along said centerline North 30 degrees 01 minute 36 seconds West (plat North 32 degrees 16 minutes West) 89.89 feet; thence leaving said centerline and run North 74 degrees 40 minutes East 287.64 feet to an iron pin; thence South 50 degrees 10 minutes 59 seconds East 323.92 feet to an iron pin; thence South 42 degrees 18 minutes 36 seconds West 347.23 feet to said centerline of Ridge Road; thence along said centerline North 57 degrees 01 minute 35 seconds West (plat North 59 degrees 16 minutes West) 4.91 feet; thence run in a Northwesterly direction along a curve to the right, said curve having a radius of 520.75 feet, for a curve length of 245.4 feet; thence North 30 degrees 01 minute 36 seconds West (plat North 32 degrees 16 minutes West) 151.72 feet to the point of beginning.

**ALSO SAVE AND EXCEPT:**

A tract of land lying in Lot 18 of SHAWNEE BEND NO. 6, a subdivision filed for record in Plat Book 9, at Page 27 in the Office of the Recorder of Deeds in Camden County, Missouri, and further described by metes and bounds as follows:

Commencing at the Southwest corner of Government Lot 14 of the Northwest Quarter of Section 3, Township 39 North, Range 16 West; thence South 89 degrees 33 minutes 44 seconds East along the line common to Government Lot 14 and Government Lot 15 of the Northwest Quarter of Section 3, a distance of 454.27 feet to the centerline of Cove Circle (also known as Cove Lane Road), 40 feet wide as now established; thence leaving said line common to Government Lot 14 and Government Lot 15, along the centerline of said Cove Circle, South 08 degrees 12 minutes 14 seconds West, a distance of 48.54 feet to the TRUE POINT OF BEGINNING; thence leaving said centerline of Cove Circle, North 81 degrees 47 minutes 46 seconds West, a distance of 270.00 feet; thence North 08 degrees 12 minutes 14 seconds East, a distance of 400.00 feet; thence South 81 degrees 12 minutes 14 seconds East, a distance of 270 feet to the centerline of said Cove Circle; thence along the said centerline of Cove Circle, South 08 degrees 12 minutes 14 seconds West a distance of 400.00 feet to the point of beginning.

**FURTHER SAVE AND EXCEPT:**

TRACT NO. 1 as shown on a "Plat of a Survey of PT Lot 19 - Shawnee Bend No. 6" on file and of record at Plat Book A, page 962, in the Office of the Camden County Recorder of Deeds, and more particularly described as follows:

A tract of land, located in the NE 1/4 of Section 4, Township 39 North, Range 16 West, said tract being part of Lot 19 of Shawnee Bend Number 6, a subdivision recorded at Plat Book 9, Page 26, and part of the lands described by deed, recorded at Book 852, Page 414 in the Office of the Recorder, Camden County, Missouri, being more particularly described by metes and bounds as follows:

COMMENCING at a found "Iron Cross" monument located at the NW corner of said Lot 19 and the Easterly right of way of a road of ingress and egress, 40 feet in width, also known as Ridge Circle, thence continuing along said Easterly right of way as follows: South 32 deg 23 min 44 sec East, 14.35 feet, thence on a curve to the right, 44.84 feet, with a radius of 95.32 feet, and a chord direction of South 18 deg 55 min 11 sec East, 44.43 feet, thence South 05 deg 26 min 38 sec East, 230.95 feet, South 00 deg 46 min 52 sec East, 256.83 feet, South 08 deg 24 min 22 sec West, 236.72 feet to a set 1/2 inch rebar and the POINT OF BEGINNING, thence continuing, South 08 deg 24 min 22 sec West, 76.22 feet, thence on a curve to the left, 214.83 feet, with a radius of 317.08 feet, and a chord direction of South 10 deg 31 min 27 sec East, 210.74 feet, thence South 30 deg 01 min 36 sec East, 20.68 feet to set 1/2 inch rebar at the Westerly corner of a tract of land described by deed found in Book 493, Page 860 in said Office of the Recorder, thence leaving said Easterly right of way, North 74 deg 40 min 00 sec East, along the Northerly line said tract of land, 266.47 feet to a set 1/2 inch rebar, thence leaving said Northerly line, South 50 deg 10 min 59 sec East, along the Easterly line of said tract, 188.53 feet to a set 1/2 inch rebar, thence leaving said Easterly line, North 08 deg 12 min 14 sec East, 354.39 feet to a set 1/2 inch rebar, thence South 90 deg 00 min 00 sec West, 490.05 feet to the POINT OF BEGINNING.

(Legal description provided by Robert F. Arnold, MO REG. LS NO. # PLS 2191)

EXHIBIT C  
PERCENTAGE OWNERSHIP OF EACH UNIT

UNIT	SQARE FOOTAGE	PERCENTAGE
A1	1381.98	20.02%
A2	1366.67	19.79%
A3	1401.23	20.29%
A4	1386.58	20.08%
A5	1366.67	19.79%

EXHIBIT D  
BY-LAWS OF THE ASSOCIATION

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BY-LAWS OF THE KINGDOM MANCAVES ASSOCIATION, INC.

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**BY-LAWS**  
**OF**  
**THE KINGDOM MANCAVES ASSOCIATION, INC.**

**ARTICLE ONE**

**PLAN OF OWNERSHIP**

This non-profit association is formed to govern the property which has been or will be submitted to the provisions of the Declaration of Covenants, Conditions and Restrictions for The Kingdom Mancaves, by the recording of the Declaration and Plat bearing the name The Kingdom Mancaves.

All present or future owners or any other person that might use in any manner the facilities of the project are subject to the regulations set forth in these By-Laws. Acquiring, renting, or occupying any of the units (hereinafter referred to as Units) constitutes acceptance of the provisions of these By-Laws.

**ARTICLE TWO**

**MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

1. **MEMBERSHIP.** Except as is otherwise provided in these By-Laws, ownership of a unit is required in order to qualify for membership in this association. Any person on becoming a unit owner of a unit shall automatically become a member of this association and be subject to these By-Laws. Membership shall terminate without any formal association action whenever such person ceases to own a unit, but such termination shall not release or relieve any former owner from any liability or obligation incurred under or in any way connected with this association during the period of ownership and membership in the association, or impair any rights or remedies which the unit owners have, either through the Executive Board of the Association or directly, against a former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. **VOTING.** The owner or owners of a unit in the project shall be entitled to the voting rights established in the Declaration. If only one of the multiple owners of a unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that unit. If more than one of the multiple owners are present, the vote of that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement if any one of the multiple owners casts the vote of that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

A unit's vote may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the

casting of votes by the other owners of the unit through a duly executed proxy. No unit owner may revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

3. MAJORITY OF UNIT OWNERS. As used in these By-Laws, the term "majority of unit owners" shall mean unit owners of more than fifty percent (50%) of the undivided ownership of the general common elements.

4. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members holding fifty-one percent (51%) of the votes entitled to be cast shall constitute a quorum. An affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact the business of the meeting.

## ARTICLE THREE

### ADMINISTRATION

1. ASSOCIATION RESPONSIBILITIES. The owners of the units will constitute an Association of Unit Owners, hereinafter referred to as "Association", which will have the responsibility of administering the project through an Executive Board, hereinafter referred to as the "Board".

2. PLACE OF MEETING. Meetings of the Association shall be held at such places within the State of Missouri as the Board may determine.

3. ANNUAL MEETINGS. The annual meetings of the Association shall be held during the month of September of each year. At the annual meetings the members of the association the members shall elect a Board of Directors as provided in Section 4 of Article IV of these by-laws, and subject to the provisions of the Declaration. The owners may also transact such other business of the Association as may properly come before them.

4. SPECIAL MEETINGS. The President may call a special meeting of the owners on his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least twenty percent (20%) of the owners. The notice of any special meeting shall state the time and place of such meeting and the items on the agenda, including the general notice of any proposed amendment to the declaration or by-laws, any budget changes, and any proposal to remove an officer or director. Any such meeting shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

5. NOTICE OF MEETINGS. The Secretary shall cause to be mailed or delivered a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, including items on the agenda, any budget changes, and any proposal to remove an officer or director, to each owner of record, at the registered address of each owner, not less than ten (10) nor more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this section or the delivery of such notice shall be considered notice served, and the Certificate of the Secretary that notice was duly given shall be prima facie evidence thereof.

6. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time announced at the meeting.

7. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certification of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of Minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of managers
- (g) Unfinished business
- (h) New business
- (i) Adjournment

## **ARTICLE FOUR**

### **EXECUTIVE BOARD**

1. NUMBER AND QUALIFICATIONS. The Association shall be governed by a Board consisting of three (3) members of the Association. Consistent with the relevant provisions of the Declaration, the Developer shall exercise the rights, duties and functions of the Board as provided therein by and through the persons named in the Articles of Incorporation as the members of the Executive Board.

2. POWERS AND DUTIES. Consistent with the relevant portions of the Declaration, the Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the development as a first class property. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and in behalf of the owners of the units:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration and the By-Laws of the Association and the supplements and amendments thereto;
- (b) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the units with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member upon the adoption thereof;

- (c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the common elements and all items of common personal property;
- (d) To insure and keep insured all of the insurable common elements and units in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, common equipment and common personal property for the benefit of the owners of the units and their first mortgagee. Further, to obtain and maintain insurance as provided in the Declaration;
- (e) To prepare a budget for the association at least annually, in order to determine the amount of the common assessments payable by the unit owners to meet the common expenses of the development, and allocate and assess such common charges among the unit owners as provided in the Declaration, and by majority vote of the Board to adjust, decrease or increase the amount of the semi-annual assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies;
- (f) Within thirty (30) days after adoption of any proposed budget for the association, the executive board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board.
- (g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To enforce a late charge of not more than \$10.00 per month and to collect interest at the rate of eighteen percent (18%) per annum in connection with assessments remaining unpaid more than twenty (20) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.
- (h) To protect and defend in the name of the Association any part or all of the development from loss and damage by suit or otherwise;
- (i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness shall be the several obligation of all of the owners in the same proportion as the percentage ownership of each unit owner as set forth in Exhibit B of the Declaration or any amendment thereto. The persons who shall be authorized to execute promissory notes and securing instruments shall be the President and Secretary;
- (j) To enter into contracts to carry out their duties and powers;

- (k) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable;
- (l) To make repairs, additions, alterations and improvements to the general common elements consistent with managing the development in a first class manner and consistent with the best interests of the unit owners to approve payment vouchers therefor;
- (m) To keep and maintain full and accurate books and records, showing all of the receipts or disbursements, and to permit examination thereof at any reasonable time by each of the owners;
- (n) To prepare and deliver annually to each owner a consolidated statement showing receipts, expenses or disbursements since the last statement;
- (o) To meet at least semi-annually, and if a managing agent is employed, an employee of the managing agent shall be in attendance, upon invitation of the Board;
- (p) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the development;
- (q) To manage the use of all parking areas under the control of the Association, open spaces, common areas and other property in common use;
- (r) To employ for the Association a managing agent to exercise those duties and powers granted to it by the Board, but not those powers which the Board, by law, may not delegate.
- (s) To keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of week days.

3. NO WAIVER OF RIGHTS. The omission or failure of the Association or any unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, the By-Laws, or the Rules and Regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the Managing Agent shall have the right to enforce the same thereafter.

4. ELECTION AND TERM OF OFFICE. At the first meeting of the Association the term of office of one-third (1/3) of the Board members shall be fixed for three (3) years, the term of office of one-third (1/3) of the Board members shall be fixed for two (2) years, and the terms of office of one-third (1/3) of the Board members shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Board member, his successor shall be elected to serve a term of three (3) years. Except as is otherwise provided by these By-Laws, the Board member shall hold office until their successors have been elected and hold their first meeting.

There shall be elected at the first meeting of the Board one (1) member who shall serve as President of the Board and he shall preside at all meetings of the unit owners and the

Board. Such President shall serve for a term of one (1) year or until his successor is duly elected.

5. VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until his successor is elected.

6. REMOVAL OF BOARD MEMBERS. Subject to the relevant provisions of the Declaration, at any regular or special meeting duly called, any one or more of the Board members may be removed with or without cause by a two-thirds (2/3) vote of the owners; a successor may then and there be elected to fill the vacancy thus created. Any Board Member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting prior to voting thereon.

7. ORGANIZATION MEETINGS. The first meeting of a newly elected Board following each annual meeting of the unit owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Board at the meeting at which such Board Members were elected, and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

8. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board Members, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

9. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days' notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Board Members.

10. WAIVER OF NOTICE. Before or at any meeting of the Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. EXECUTIVE BOARD QUORUM. At all meetings of the Board, a majority of the Board Members shall constitute a quorum for the transaction of business, and the acts of a majority of the Board Members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting to another time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. INFORMAL ACTION OF BOARD BY UNANIMOUS WRITTEN CONSENT. Any action which may be taken by the Board at an annual, regular or special meeting may be taken without a meeting if written consents to such action are signed by all members of the Board.

13. FIDELITY BONDS. The Board may require that all officers and employees of the Association and the Managing Agent who handle or are responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be a common expense.

## ARTICLE FIVE

### FISCAL MANAGEMENT

The provisions for fiscal management of the units for and on behalf of all of the unit owners as set forth in the Declaration are supplemented by the following provisions:

ACCOUNTS. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be common expenses.

- (a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements;
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually;
- (c) Reserve for replacement, which shall include funds for repairs or replacement required because of damage, wear or obsolescence, which funds shall be designated capital contributions and carried on the balance sheet as paid-in surplus.

## ARTICLE SIX

### OFFICERS

1. DESIGNATION. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall, from time to time, elect. Such officers, except the President, need not be members of the Board, but each shall be an owner of a unit in this development, or the Declarant or its representative(s). The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary may be held by the same person.
2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office for one (1) year or until their successors are duly elected.
3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.
4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in



the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

5. VICE-PRESIDENT. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President, or in the event of the President's inability for any reason to exercise such powers and functions or perform such duties.

6. SECRETARY. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered addresses as shown on the records of the Association. The list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member and his undivided interest in the general common elements. This list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all mortgagees of units shall be maintained. The records referred to in this subsection may be maintained by the Managing Agent.

7. TREASURER. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, that the day to day responsibilities for booking and collecting and disbursing funds may be delegated to a paid employee of the Association or to a Managing Agent. The Treasurer's shall review the accounts not less than quarter-annually. The Treasurer shall approve all payment vouchers.

## ARTICLE SEVEN

### INDEMNIFICATION OF OFFICERS, BOARD MEMBERS AND MANAGING AGENT

1. INDEMNIFICATION. The Association shall indemnify every Board Member and officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding in which he may be made a party by reason of his being or having been a Board Member or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Board Member or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board Member or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been a Board Member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as an owner of a unit under and by virtue of the Declaration.

2. OTHER. Contracts or other commitments made by the Board or officers shall be made as agent for the unit owners, and the Board and officers shall have no personal responsibility on any contract or commitment, except as unit owners. The liability of any unit owner on any contract or commitment shall be limited to the same proportionate share of the total liability as such unit owners share of the common expenses.

## ARTICLE EIGHT

### AMENDMENTS OF THE BY-LAWS

1. AMENDMENT BY THE MEMBERS. These By-Laws may be amended by the affirmative vote of three-fourths of the members present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in Section 4, Article II herein, is present at any such meeting. Amendments may be proposed by the Board or by a petition signed by at least fifty-one percent (51%) of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded restrictions of the property, the Declaration, or Missouri Law. Any amendment must be recorded in order to be effective and must be prepared, executed, and recorded by the President and attested by the Secretary.

## ARTICLE NINE

### MORTGAGES

1. NOTICE TO ASSOCIATION. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the Association Secretary, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled MORTGAGEES OF UNITS.
2. NOTICE OF UNPAID COMMON ASSESSMENTS. The Association, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common assessment due from, or any other default by, the owner of a mortgaged unit.
3. NOTICE OF DEFAULT. When giving notice to a unit owner of a default in payment common assessments or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has been furnished to the Board.
4. EXAMINATION OF BOOKS. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at convenient business hours.

## ARTICLE TEN

### EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

1. PROOF OF OWNERSHIP. Except for those owners who initially purchase a unit from Developer, any person acquiring an interest in a unit shall furnish to the Board a copy of the recorded instrument vesting that person with an interest in the unit. The copy furnished to the Association shall be maintained in the files of the Association.

2. REGISTRATION OF MAILING ADDRESS. The owners or owners of each unit shall have one registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firms, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. The registered address of a unit owner or owners shall be furnished to the Managing Agent or Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the owners of the unit or by their representative.

## **ARTICLE ELEVEN**

### **OBLIGATIONS OF THE OWNERS**

1. ASSESSMENTS. All owners shall be obligated to pay the semi-annual assessments imposed by the Association to meet the common expenses and to maintain the reserves as provided in the Declaration. Assessments shall be due in advance. A member shall be deemed in good standing and entitled to vote at any annual or at a special meeting of members within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the unit owned by him including the reserves required by the Declaration.

2. ASCERTAINABILITY OF UNPAID COMMON EXPENSES. (a) The unit owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Managing Agent, Resident Manager, or the Board, and upon payment of a reasonable fee, shall be furnished a statement of the owner's account. The Statement of Account shall include the amount of any unpaid common expenses, the amount of current assessments, the dates that assessments are due, the amount for any advance payments made, prepaid items such as insurance premiums and reserves, and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request is complied with within ten (10) days after receipt of the written request, all unpaid common expenses which become due prior to the date of the request shall be subordinate to the rights of the person requesting the statement.

3. NOTICE OF LIEN OR SUIT. An owner shall give notice to the Association of every lien or encumbrance upon his unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title of his unit, and such notice shall be given in writing within five (5) days after the owner has knowledge thereof.

4. MECHANIC'S LIEN. Each owner agrees to indemnify and to hold each of the other owners herein harmless from any and all claims of mechanic's liens filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half of the amount of the claim plus interest for one year together with a sum of ten percent (10%) of the amount of such claim, but not less than \$150.00, which latter sum may be used by the Association for any cost and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such

final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid immediately by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his unit which may be foreclosed as is provided in the Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be immediately reimbursed to it by such owner(s), and the owner shall be liable to the Association for the payment of interest at the rate of eighteen percent (18%) per annum, on all sums paid or incurred by the Association. The provisions in this Section 3 shall supplement the relevant provisions of the Declaration.

#### 5. GENERAL.

- (a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto;
- (b) Each owner shall always endeavor to observe and promote the accomplishment of the cooperative purposes for which this development was built.

#### 6. USES OF UNITS - INTERNAL CHANGES.

- (a) All units shall be utilized only for the purposes provided in the Declaration;
- (b) An owner other than Declarant under rights reserved in the Declaration shall not make structural modifications or alterations to his unit or installations located therein without the written approval of the Board. The Board shall be notified in writing of the intended modifications through the Managing Agent or, if no Managing Agent is employed, then through the President of the Board. The Association shall have an obligation to answer an owner's request to make structural modifications or alterations to his unit within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. USE OF COMMON ELEMENTS. Each owner may use the common elements, located within the entire development, in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations contained in these By-Laws and established by the Board as is provided in Section 8 of this Article.

#### 8. RULES AND REGULATIONS.

- (a) The initial rules and regulations, which shall be effective until amended or supplemented by the Board, are as follows:
  - 1. Any common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any unit owner for any purpose other than ingress and egress from the units.
  - 2. Except as to the vehicles subject to Rule #3 herein, no articles shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all of the unit owners.
  - 3. No vehicles belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee or employees of a unit owner shall be parked in such

manner as to impede or prevent ready access to any part of the project. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

4. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.
5. No owner, resident or lessee shall install wiring for electrical or telephone installation, or for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the project, or that protrudes through the walls or the roof of the improvements, except as may be expressly authorized by the Association.
6. Owners and occupants shall exercise care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in manner as may disturb owners, tenants or occupants of other units.
7. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.
8. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any common or other area.
9. Any damage to the general common elements or common personal property caused by the owner or their guests, agents or tenants or the guests of a unit owner shall be repaired at the expense of that unit owner.
10. The resident manager, the managing agent, or the Board shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into a unit without prior consent and, if such consent is given, the owner shall provide a key for the managing agent's or the Board's use.
11. No cats, dogs or other animal or bird or reptile (hereinafter for brevity termed "animal") shall be kept, maintained or harbored on any part of the common elements or any unit unless animal is expressly permitted in writing by the managing agent, resident manager, or by the Board. Where such written permission is granted, such permission is revocable if the animal becomes obnoxious to other owners, in which event the owner or person having control of the animal shall be given a written notice and will be required to remove the animal from the project and unit. The written notices provided for herein shall be issued by the managing agent or resident manager or by one or more of the members of the Board.
12. No signs shall be displayed by any unit owner on any part of the development property without the written consent of the Board.

(b) The Board reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of this development with the right to amend same from time to time without amendment of these By-Laws. Copies of such rules and regulations shall be furnished to each unit and owner prior to the date when the same shall become effective.

9. DESTRUCTION. Each owner, upon becoming an owner of a unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's unit upon its damage or destruction, as provided in the Declaration.

## ARTICLE TWELVE

### ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

1. ABATEMENT AND ENJOINMENT. The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board or the Managing Agent the right, in addition to any other rights set forth herein, (1) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach and to recover reasonable attorney's fees incurred in such proceedings.

## ARTICLE THIRTEEN

### COMMITTEES

1. DESIGNATION. The Board may, but shall not be required to, appoint an executive committee, and it may designate and create standing committees and appoint persons to all such committees.

2. EXECUTIVE COMMITTEE. The executive committee shall consist of two persons who are members of the Association and who shall be appointed by the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Board Members at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either by telephone, telegraph, mail, or personally, and a special meeting may be held by telephone.

3. NOMINATING COMMITTEE. Before each annual meeting, the Board may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee prior to or at the annual meeting of the Board.

4. VACANCIES. A vacancy in any committee shall be filled by the President until the next meeting of the board.

## ARTICLE FOURTEEN

### ASSOCIATION - NOT FOR PROFIT

This Association is not organized for profit. No member, member of the Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, officer or member; provided,

(1) that reasonable compensation may be paid to any member, Board Member or officer while acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association, and

(2) that any member, Board Member, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to a Managing Agent who shall perform its duties and functions according to a written agreement for the compensation stated therein.

## ARTICLE FIFTEEN

### MORTGAGEES AS PROXIES

Unit owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed, mortgage, or other instrument which encumbers the owner's interest their true and lawful attorney to vote their unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as unit owners under the Articles of Incorporation and By-Laws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal to carry out their duties as set forth in the Declaration. A release of the beneficiary's encumbrance shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve unit owners, as mortgagors, of their duties and obligations as unit owners or to impose upon the beneficiary of the encumbrance the duties and obligations of a unit owner.

## ARTICLE SIXTEEN

### OTHER LIENS

Developer states in accordance with the requirements of the Missouri Law, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the common elements, including judgment liens and purchase money mortgage liens.


These By-Laws are adopted by THE KINGDOM MANCAVES ASSOCIATION, INC. ASSOCIATION, INC., this 10 day of July, 1994.

2023  
JW



**THE KINGDOM MANCAVES ASSOCIATION, INC. ASSOCIATION,**

**INC.**  
The Kingdom Mancaves Association, Inc.  
Owners Association, Inc.  
A Missouri Corporation

BY:   
\_\_\_\_\_  
President

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF CAMDEN    )

On this 10<sup>th</sup> day of January, 2023 personally appeared before me, \_\_\_\_\_  
CHRISTINE A CISAR, a Notary Public in and for said state, \_\_\_\_\_  
BRADLEY C. WADE, President of The Kingdom Mancaves Association, Inc.  
Association, Inc., known to me to be the person who executed the within By-Laws of  
THE KINGDOM MANCAVES ASSOCIATION, INC. ~~ASSOCIATION, INC.~~ in behalf  
of said corporation and acknowledged to me that he executed the same for the purposes  
therein stated.

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

My commission expires: 7-7-2026

