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SUMMER PLACE ON THE LAKE CONDOMINIUM

DECLARATION OF CONDOMINIUM

BOOK 0485 PAGE 0146

This Declaration of Condominium is made this 14 day of September, 1999, by West Shore Development, Inc., a Missouri corporation, sometimes hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real estate, situated in the County of Camden, State of Missouri, the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by reference, subject to building lines, easements, conditions, restrictions, reservations and limitations of record, if any, including without limiting the foregoing, any contained in that certain plat creating Summer Place on the Lake Condominium Subdivision, a subdivision in Camden County, Missouri, and recorded in Plat Book 64, page 5A-D in the Office of the Recorder of Deeds of Camden County, Missouri; and

WHEREAS, Developer intends that the aforesaid parcel of real estate together with all buildings, structures, of whatever kind now or hereinafter thereon, shall be submitted to the provisions of the Uniform Condominium Act of the State of Missouri, as contained in Chapter 448, Missouri Revised Statutes 1983; and

WHEREAS, Developer does hereby establish a plan for the ownership in fee simple of real property estates consisting of the area or space contained in each of the air space units (hereinafter defined and referred to as "Unit" or "Units") in the improvements on said Condominium and a plan for the co-ownership by the individual and separate owners thereof (hereinafter defined and referred to as "Unit Owners"), as tenants in common, of all of the remaining property within said Condominium, which remaining property is hereinafter defined and referred to as "Common Elements",

NOW THEREFORE, Developer, as the owner of the property above described, for the purposes above set forth, does hereby DECLARE said property and all buildings, structures, improvements and facilities thereon and those to be erected thereon to be a condominium property hereafter known as "SUMMER PLACE ON THE LAKE CONDOMINIUM" under the said cited Uniform Condominium Act of the State of Missouri, and further declares and provides:

**ARTICLE I
DEFINITIONS**

The following terms, as used herein or elsewhere in any of the condominium documents relating to Summer Place on the Lake Condominium, unless otherwise provided, are defined as follows:

Section 1.1. AFFILIATE OF DECLARANT: means any person who controls, is controlled by, or is under common control with a declarant. A person "controls" a declarant if the person (a) is a general partner, officer, director, or employer of the declarant, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the declarant, (c) controls in any manner the election of a majority of the directors of the declarant, or (d) has contributed more than twenty percent of the capital of the declarant. A person "is controlled by" a declarant if the declarant (a) is a general partner, officer, director or employer of the person, (b) directly or indirectly, or acting in concert with one or more other persons, or through one or more subsidiaries, owns, control, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the person, (c) controls in any manner the election of a majority of the directors of the person, or (d) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this subdivision are held solely as security for an obligation and are not exercised;

Section 1.2. ALLOCATED INTERESTS: means the undivided interest in the common elements, the common expense liability, and votes in the association allocated to each unit;

Section 1.3. ASSOCIATION FACILITIES: shall mean all items or things, whether real or personal, that are now or hereafter owned in fee simple or leased by the Association;

Section 1.4. ASSOCIATION OR UNIT OWNER'S ASSOCIATION: means the unit owners' association organized under Section 448.3-101 RSMo;

Section 1.5. BUILDING: shall mean any building or any part thereof now or hereafter located on and forming part of the Condominium and containing such Units as indicated by the Plat or Plans;

Section 1.6. BYLAWS: shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as though more fully set

forth;

Section 1.7. COMMON ELEMENTS: means all portions of a condominium other than the units;

Section 1.8. COMMON EXPENSES: means expenditures made by or financial liabilities of the association, together with any allocations to reserves, including but not limited to:

(a) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, stairs, and stairways of the building or buildings as now or hereafter located and constructed;

(b) The patios, yards, decks, and storage spaces hereafter located and constructed and submitted to the Condominium and the Act by Declarant;

(c) The installations, consisting of the equipment and materials making up central services such as power, light, hot and cold water, central heating and air conditioning, storm and sanitary sewer mains, sewage treatment plant(s), well(s), water line(s) with respect to condominium common areas, as now or hereafter located and constructed and submitted to the Condominium and the Act by Declarant;

(d) The tanks, pumps, motors, fans, compressors, ducts, lines, pipes, and in general all apparatus and installations now or hereafter located, constructed and existing for common use;

(e) All other parts of the Property, the elements and appurtenances necessary or convenient to its existence, maintenance and safety, as are normally now or hereafter in common use;

(f) Maintenance, management, operation, repair, and replacement of the condominium unit as to which, pursuant to the other provisions of this Declaration, it is the responsibility of the Board of Managers to maintain, repair, restore, reconstruct and replace; except that all such costs, as they relate to condominium units prior to original sale by Developer or its successors or assigns, shall be borne by Developer, or its respective successors or assigns.

(g) Management and administration of the condominium and the maintenance, management, operation, repair, restoration, and replacement of the common elements

therein, which expenses shall include, without limiting the generality of the foregoing, compensation paid by the condominium to any manager or managing agent, accountants, attorneys and other employees.

Section 1.9. COMMON EXPENSE LIABILITY: means the liability for common expenses allocated to each unit pursuant to Section 448.2-107 RSMo;

Section 1.10. CONDOMINIUM: means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners;

Section 1.11. DECLARANT OR DEVELOPER: shall mean West Shore Development, Inc., a Missouri Corporation. In the event the Developer transfers the property prior to completion of the construction program, the term "Developer" shall include a transferee who acquires the property for the purpose of completing the construction as show on the Plat or Plans;

Section 1.12. DECLARATION: shall mean the within instrument by which the Property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments and supplements, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof;

Section 1.13. DEVELOPMENT RIGHTS: means any right, or combination of rights, reserved by a declarant in the declaration to add real estate to a condominium; to create units, common elements, or limited common elements within a condominium; to subdivide units or convert units into common elements; or to withdraw real estate from a condominium;

Section 1.14. DISPOSE OR DISPOSITION: means a voluntary transfer to a purchaser of any legal or equitable interest in a unit, but does not include the transfer or release of a security interest;

Section 1.15. EXECUTIVE BOARD: means the body, regardless of name, designated in the declaration to act on behalf of the association;

Section 1.16. IDENTIFYING NUMBER: means a symbol or address which identifies only one unit in a condominium;

Section 1.17. LIMITED COMMON ELEMENT: means a portion of the common elements allocated by this Declaration, the Plat or by operation of subsection (2) or (4) of Section 448.2-102 RSMo. for

the exclusive use of one or more but fewer than all of the units;

Section 1.18. MAJORITY OR MAJORITY OF THE UNIT OWNERS: except as otherwise defined and used in the Declaration or Bylaws of the Association, shall mean those Owners, without regard of their number, who own more than FIFTY PERCENT (50%) in the aggregate of the Allocated Interests of the Condominium. Except as otherwise defined and used in the Declaration or Bylaws of the Association, any specified percentage of the unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the Allocated interests of this Condominium;

Section 1.19. MANAGING AGENT: shall mean a person who may be engaged by the Executive Board to see to the day-to-day operation and maintenance of the Condominium, in accordance with the policies set from time to time by the Executive Board;

Section 1.20. MASTER ASSOCIATION: means an organization described in Section 448.2-120 RSMo. whether or not it is also an association described in Section 448.3-101 RSMo.;

Section 1.21. PATIO HOME: means a condominium unit located in a building that contains no more than two units.

Section 1.22. PERSON: means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, governmental, governmental subdivision or agency, or other legal or commercial entity; provided, however, that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee;

Section 1.23. PLAN: means a drawing prepared by a registered architect or engineer which contains the information required by the provisions of subsection 4 of Section 448.2-109 RSMo.;

Section 1.24. PLAT: means a drawing prepared by a registered land surveyor which contains the information required by the provisions of Subsection 2 of Section 448.2-109 RSMo.;

Section 1.25. PURCHASER: means any person, other than a declarant or a person in the business of selling real estate for his own account, who by means of a voluntary transfer acquires a legal or equitable interest in a unit, other than (a) a leasehold interest, including renewal options of less than twenty years, or (b) as security for an obligation;

Section 1.26. REAL ESTATE: means any leasehold or other estate or interest in, over or under land, including structures, fixtures, and other improvements and interests which by custom, usage, or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. Real estate

includes parcels with or without upper or lower boundaries, and spaces, which may be filled with air or water;

Section 1.27. RESIDENTIAL PURPOSES: means use for dwelling or recreational purposes, or both;

Section 1.28. SEWER SYSTEM: shall mean and refer to the wastewater disposal system and all sewer lines, pipes, fittings, valves, motors, tanks, pumps and other necessary components of the system;

Section 1.29. SPECIAL DECLARANT RIGHTS: means rights reserved for the benefit of a declarant to complete improvements indicated on plats and plans filed with the declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the condominium, and models; to use easements through the common elements for the purpose of making improvements within the condominium or within the real estate which may be added to the condominium; to make the condominium part of a larger condominium or a planned community; to make the condominium subject to a master association; or to appoint or remove any officer of the association or any master association, or any executive board member during any period of declarant control;

Section 1.30. UNIT: means a physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to subsection (5) of subsection 1 of Section 448.2-105 RSMo., and, except as otherwise provided herein, walls, floors or ceilings are designated as boundaries of a unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the unit and all other portions of the walls, floors or ceilings are part of the common elements;

Section 1.31. UNIT OWNER or OWNER: shall mean the Declarant or other person or persons whose estate or interests individually or collectively aggregate fee simple absolute ownership of a Unit or Units, but does not include a person having an interest in a Unit solely as security for an obligation.

ARTICLE II

SUBMISSION TO ACT

Section 2.1. SUBMISSION OF PROPERTY TO THE ACT. The Developer hereby submits the real property described in Exhibit

"A", attached hereto and made a part of this Declaration by this reference, to the provisions of the Uniform Condominium Act of the State of Missouri, subject to the reservations, restrictions and easements contained in this Declaration, the Bylaws, and any and all supplements and amendments thereto which may be duly adopted and filed for record from time to time. All streets, drives, lanes, circles, boulevards, trails, cul-de-sacs and other ways commonly used for vehicular and pedestrian traffic, as now or hereafter located on the real property described in Exhibit "A" hereto are private streets, and no dedication to the public of such ways for vehicular and pedestrian traffic is intended, but same are hereby dedicated to the use and benefit of all Unit Owners, their grantees, heirs, personal representatives, agents, successors and assigns, and to their guests, invitees, business visitors and to all duly constituted public authorities in the performance of their official duties, for ingress and egress over said private ways. The easements and dedications herein are expressly made subject to the Developer's rights reserved as set forth in Article VIII of this Declaration.

**ARTICLE III
CONDOMINIUM UNITS**

Section 3.1. DIVISION OF PROPERTY INTO UNITS AND ALLOCATION OF INTERESTS: The real property described in Exhibit "A" is hereby divided into fee simple estates, each such estate consisting of a separately designated Unit, the limited Common elements reserved to the use of such Unit as designated on the Plat and set forth on Exhibit "C", attached to this Declaration and made a part hereof by this reference as though more fully set forth herein, and the undivided percentage or fractional interest in and to the Common Elements appurtenant to each Unit. The percentage of interest in the Common Elements for each Unit shall be the percentage figure represented by a fraction whose numerator is the area of such Unit (in square feet) and whose denominator is the area (in square feet) of all Units in the Condominium at any given time. Each such Unit and the Owner of each such Unit shall be responsible for the Common Expenses of the Association in a percentage amount equal to the undivided percentage of fractional interest in and to the Common Elements appurtenant to that Unit. The number of votes in the Association to which each Unit Owner shall be entitled shall be computed by multiplying the percentage interest in the Common Elements for such Unit by 1,000. All votes allocated to a Unit shall be cast unanimously, and the Owners of a Unit jointly owned by two or more Persons shall agree among themselves as to how they shall cast the votes allocated to such Unit, as provided in Article XII hereof and Section 7.6 of the Bylaws attached hereto as Exhibit "B", and incorporated herein by this reference.

Notwithstanding the provisions set forth in the preceding

paragraph, each Building shown on the Plat shall be deemed to constitute one master Unit, owned by Developer. Developer reserves the Development Rights, as set forth in Article VIII of this Declaration, to subdivide such master Unit into the Units depicted on the Building Plat, filed for record in the Camden County Recorder's Office at the time of recording of this Declaration. Developer's right of subdivision shall be deemed to have been exercised automatically at each time that a warranty deed is recorded which conveys a Unit as depicted on the Building Plat to a purchaser other than Developer or at the time the to be subdivided unit is begun to be destroyed, and is subsequently destroyed by fire or other catastrophe (hereinafter referred to as "occurrence"). At the time of each such occurrence or conveyance, said purchaser other than Developer shall acquire, with each such newly-created Unit, the Allocated Interests set forth on Exhibit "C", attached hereto and made a part hereof by this reference. Developer shall, however, be responsible for all expense associated with such Building as is not provided for by the assessments attributable to Units therein which are owned by purchasers other than Developer.

The rights, responsibilities and provisions set forth in the preceding paragraph shall be deemed to have been exercised by Developer each time a supplement to this Declaration is recorded which adds another Building to the Condominium. At the time that any such supplement is recorded, Developer shall also record a Plat of such Building, depicting the Units into which Developer intends to subdivide the master unit constituting the Building, and the supplement shall set forth the Allocated Interests which will be attributed to each such subdivided Unit at the time such Unit is created by recording of a warranty deed conveying such Unit to a purchaser other than Developer.

Section 3.2. SCOPE OF OWNERSHIP. The owner of each respective condominium unit shall be deemed to own all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting a part of the finished surfaces of walls, floors and ceilings. All other portions of walls, floors or ceilings are part of the common elements. Unless otherwise provided herein, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.

ARTICLE IV PLAT AND PLANS

Section 4.1. The Plat shall show those things required in Section 448.2-109 of the Act, and may be filed for record in whole or in parts or sections, from time to time, as the stages of

construction of the Units and other improvements are substantially completed. The Plat or any part or section thereof depicting Units shall not be filed for record until the Building in which the Units are located has been substantially completed in order to permit the location and depiction thereon of all information required by Section 448.2-109 of the Act. The Plat shall contain the certificate of a registered and licensed surveyor, certifying that the Plat contains all information required by Section 448.2-109 of the Act and was made in compliance with the minimum standards for property boundary surveys as established by rule of the Missouri Board of Architects, Professional Engineers and Land Surveyors, that such plat was prepared subsequent to substantial completion of the improvements, and that the dimensions and elevations shown are the result of an actual survey, including each Unit. Each supplement and/or any amendment shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. Upon exercise of a development right, Developer shall record either new Plats or Plans, as necessary to conform to the requirements of Section 448.2-109 of the Act, subject, however, to the provisions set forth in Article III hereinabove.

Section 4.2. Any Plans of the Units shall show or project those things required in Section 448.2-109 of the Act, and shall be certified by a registered and licensed engineer or architect.

ARTICLE V COMMON ELEMENTS

Section 5.1. SCOPE OF COMMON ELEMENTS. The common elements of the project are as follows:

- a. The property in which the multi-family structure containing the condominium units are located and such multi-family structure itself including the foundations, exterior walls, roofs, gutter, downspouts, exterior surface of exterior doors, exterior balconies, exterior stairways, and any and all other common portions of the said multi-family structures not included within the condominium units as in Article III hereinabove provided.
- b. Each and every service facility now or hereafter erected, constructed or installed on or in the property, including without limiting the generality of the foregoing, all common utility installations, including pipes, wires, chutes, flues, ducts, conduits, bearing walls, bearing columns or any other connections for electricity, light, water and plumbing and other utilities, except those which are exclusively within or for the benefit of the condominium unit and not used to

service any unit other than the particular condominium unit.

c. All other appurtenances not herein specifically designated which are not enclosed within the confines of the condominium unit as is hereinabove delineated in this Declaration.

d. The foregoing sections notwithstanding, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundary of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

e. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single unit but located outside the unit's boundaries are limited common elements allocated exclusively to that unit.

Section 5.2. TENANTS IN COMMON. The owner of each unit shall own an undivided interest in the common elements as a tenant (or tenants) in common with all the other owners of the property, and, except as otherwise limited in this Declaration (as, for example, the use of limited common elements), shall have the right to use and occupancy of his or their unit as a place of residence, and such other incidental use as permitted by this Declaration, which right shall be appurtenant to and run with such person's or persons' unit. The extent, amount or percentage of such ownership and the percentage share of common expenses shall be expressed by a percentage amount, the particular percentage amount, also sometimes referred to herein as "share" appertaining to each unit, as set forth in Exhibit C, attached hereto and incorporated herein by reference the same as if more fully set out herein.

Section 5.3. PERCENTAGE INTEREST. Except as otherwise provided herein, and in particular in Section 15.1 hereof, the percentage interest so allocated to each condominium unit shall not be changed except by consent of all the condominium unit owners, which agreement to change such percentage interests shall not be effective until duly acknowledged by all owners and recorded in the Office of the Recorder of Deeds, in the County in which the property is situated. Except as may otherwise be provided herein, a limited common element may be reallocated by an amendment to the declaration executed by the unit owners between or among whose units the reallocation is made. The persons executing the amendment shall provide a copy thereof to the

association, which shall record a copy. The amendment shall be recorded in the names of the parties and the condominium.

Section 5.4. EXCLUSION FROM COMMON ELEMENTS. Areas designated on the condominium as "Need Not Be Built" or "Subject to Developmental Rights" shall not be considered part of the common elements and unit owners shall not have a vested interest in any of said areas.

**ARTICLE VI
LIMITED COMMON ELEMENTS**

Section 6.1. Portions of the Common Elements are reserved for the exclusive use of the Unit Owners of the respective Units, and such areas are referred to as "Limited Common Elements". The Limited Common Elements so reserved shall include those provided under the Act and those identified on the Plat or Plans, appurtenant to the Units, as set forth on the attached Exhibit "C" or in this Declaration or any supplement thereto. Any balcony, stairwell, patio, dock, shutters, awnings, window boxes, doorsteps, stoops, porches and exterior doors and windows which are designed to serve a single Unit or which are assessable from, associated with or which adjoin a Unit, and any portion of any chute, flue, duct, wire, conduit, bearing wall, or bearing column which serves only that Unit, shall, without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners of the Common Elements, except by invitation. No reference thereto whether such Limited Common elements are exclusive or non-exclusive, need be made in any deed, instrument of conveyance, or other instruments. All of the Unit Owners in the Condominium shall have a non-exclusive right in common with all the other Unit Owners to the use of all Common Elements located within the Condominium.

**ARTICLE VII
COVENANTS**

Section 7.1. NO PARTITION OF COMMON ELEMENTS. As long as the property is subject to the provisions of the Uniform Condominium Act, the common elements shall, except as provided in the Uniform Condominium Act, remain undivided, and no unit owner or owners shall bring any action for partition or division of the common elements and any covenant or agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a condominium unit as between any persons who are co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Section 7.2. NO SEVERANCE OF OWNERSHIP. No owner shall execute any deed, mortgage, lease or other instrument affecting

title to his unit ownership without including therein both his interest in the unit and his corresponding share in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 7.3. INSEPARABILITY OF A CONDOMINIUM UNIT. Each unit, the Allocated interests for that Unit, and the appurtenant Limited Common Elements shall together comprise one Condominium Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as one Condominium Unit.

Section 7.4. USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

Section 7.5. USE AND OCCUPANCY. The Units shall be used and occupied by the Unit Owner, his family and their guests, his business invitee and tenants and their guests, for Residential Purposes only. The Executive Board or Managing Agent may maintain an office in one of the Units in the Condominium, for the purpose of managing the Units within the Condominium. The Executive Board or its duly appointed Managing Agent may exercise the right to approve the number and demeanor of guests of any Unit Owner prior to said guests' occupancy of a Unit and such approval shall be continuous at the discretion of said Executive Board or its duly appointed Managing Agent. All such use and occupancy as granted in this paragraph shall be subject to the rights reserved to Developer hereinbelow.

Section 7.6. EASEMENTS FOR ENCROACHMENTS. If the Plat, or any supplement thereto, shall be inaccurate so that any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. If the Plat shall be inaccurate so that any portion of a Unit encroaches upon the general Common Element, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title. Corrections shall be made by refileing an amended Plat properly reflecting the corrections in description, by the Executive Board, as soon after the discover of the errors as is practicable.

Section 7.7. TERMINATION OF MECHANIC'S LIEN RIGHTS AND INDEMNIFICATION. Subsequent to the completion of the Improvements described on the Plat, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for filing a lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Unit at such Unit Owner's request.

Section 7.8. ADMINISTRATION AND MANAGEMENT. The Condominium shall be governed and administered by the Executive Board of the Association. The Executive Board shall have a general responsibility to govern, manage and administer the Condominium and to exercise other powers conferred by this Declaration, the Bylaws, and the Act, all in accordance with the terms, covenants, conditions, limitations and provisions of this Declaration and the Bylaws of the Association. The administration and management functions of the Executive Board of the Association shall be subject to the rights, abilities and preferences of Developer as specified in Article XII, Section 12.4 of this Declaration. An Owner of a Condominium Unit, upon becoming an Owner, shall become a member of the Association, and shall remain a member for the period of his ownership of such Unit, regardless of whether or not such Unit is hereafter removed from the effect of the Act, subject to the terms of this Declaration, the Bylaws, and the rules and regulations relating to the use of the Common Elements and Association Facilities. No person shall use the Common Elements and Association Facilities in any manner not in accordance with such rules and regulations. The mere acquisition or rental of any of the units in the Condominium or the mere act of occupancy of any of said Units, by Unit Owners, their families, tenants, guests or invitees, will signify that this Declaration and the rules and regulations adopted pursuant thereto are accepted, ratified and will be complied with.

Section 7.9. RESERVATION FOR ACCESS, MAINTENANCE, REPAIR AND EMERGENCIES. The Unit Owners shall have the irrevocable right, to be exercised by the Managing Agent or Executive Board, 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, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit, at the

instance of the Executive Board or Managing Agent, shall be a Common Expense of all of the Unit Owners, provided, however, that if such damage is the result of the misuse or negligence of a Unit Owner, then such Unit Owner shall be responsible and liable for all of such damage. Negligence and misuse shall be determined by the Executive Board. All damaged improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs and replacements to the Common Elements, whether located inside or outside of Units, shall be the Common Expense of all the Unit Owners, unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

**ARTICLE VIII
DEVELOPER'S RIGHTS AND DEVELOPMENT ACTIVITIES**

Section 8.1. DEVELOPMENT RIGHTS. Subject to limitations contained in the Uniform Condominium Act, the declarant, its successors and assigns, hereby reserves as "development rights" the right to add real estate to the condominium development; to create units, common elements, or limited common elements, within a condominium; to subdivide units or convert units into common elements; or to withdraw all real estate from the condominium.

Section 8.2. NUMBER OF UNITS. Declarant, its successors and assigns, hereby reserves the right to create 148 condominium units.

Section 8.3. RESERVATION OF DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS.

(a) Developer reserves the right to construct additional Buildings and to create Units, Limited Common Elements, and Common Elements within the Condominium and within any real estate added to the Condominium upon exercise of the right reserved in subparagraph (b) of this paragraph. Developer may create a maximum of 148 units on the real estate described in Exhibit "D" and if thus created, all such Units will be completed within twenty (20) years of the date of recording of this Declaration.

Upon the creation of any new Units, the Allocated Interests shall be reallocated among all Units, both previously existing and newly created, by allocating to each Unit that percentage of interest in the Allocated interests arrived at by dividing the total area (in square feet) of living space contained in that Unit by the combined total area (in square feet) of living space in all the Units, previously existing and newly created. Ownership of each Unit, both previously existing and newly created, shall entitle the Owner to the number of votes in the Association obtained by multiplying the percentage interest in the Common Elements for such Unit by 1,000. If the exercise of this Developer right

creates any Common Elements or Limited Common Elements, the Amendment shall describe same and shall designate the Unit to which each Limited Common Element is allocated.

(b) Developer reserves the right to add to the Condominium, at any time and from time to time, within twenty (20) years of the date of recording this Declaration, and from time to time any part of, or all of, the real estate more particularly described on Exhibit "D", attached hereto and made a part hereof by this reference. The right to add shall apply to all or any subdivided part, lot or parcel of the real property within the real property described on the attached Exhibit "D" and the initial exercise of the right to add by Developer shall not preclude Developer from further, subsequent exercise of this right to add as to other parts, lots or parcels of real property within Exhibit "D". In addition, the previous exercises of this right by Developer shall in no way limit, or preclude or waive Developer's ability or method of exercising said right subsequent thereto. If Developer exercises this right to add the aforescribed real estate to the Condominium, Developer may create a maximum of 148 Units thereon, with Limited Common Elements and Common Elements. If thus created, all such Units will be completed within twenty (20) years of the date of recording of an amendment to this Declaration adding such real estate to the Condominium, pursuant to Section 448.2-110 of the Act.

Upon the creation of such additional Units, the Allocated Interests shall be reallocated among the Units, both previously existing and newly created, by allocating to each Unit that percentage of interest in the Allocated Interest arrived at by dividing the total area (in square feet) of living space contained in that Unit by the combined total area (in square feet) of living space in all the Units, previously existing and newly created. Ownership of each unit, both previously existing and newly created, shall entitle the Owner to the number of votes in the Association obtained by multiplying the percentage interest in the Common Elements for each Unit by 1,000. If the exercise of this Developer right creates any Common Elements or Limited Common Elements, the Amendment shall describe same and shall designate the Unit to which each Limited Common Element is allocated.

(c) Developer reserves the right to withdraw from the Condominium, at any time and from time to time within twenty (20) years, of the recording of the supplement adding said real property to the condominium, all or any portion of the real property described on Exhibit "D" which Developer may have added to the Condominium and upon which a residential structure has not been erected. In addition, the exercise of the right to withdraw shall not be limited waived or otherwise precluded in any manner as to size, quality, extent or quantity of the real property by the initial or subsequent exercise of this right.

(d) Developer reserves the right to subdivide Units or to convert Units into additional Units or into Common Elements at any time prior to the conveyance of any such Unit to a purchaser other than Developer. This right shall be deemed to have been exercised automatically by Developer at the time each warranty deed is recorded which conveys a Unit to a purchaser other than Developer. This right shall be deemed to also have been automatically exercised by Developer at the beginning of the time when each unit as shown on the plat is begun to be destroyed by fire or other catastrophe. If by exercise of the right reserved in this subparagraph a Unit is converted entirely to Common Elements, Developer shall prepare, execute and record an amendment to this Declaration which shall reallocate the Allocated Interests of the converted Unit among the other Units in accordance with the provisions of Section 448.2-107 of the Act. If by exercise of the right reserved in this subparagraph a Unit is subdivided into two or more Units, whether or not part of the subdivided Unit is converted into Common Elements, Developer shall prepare, execute and record an amendment to this Declaration which shall reallocate the Allocated Interests of the subdivided Unit among the Units created by dividing the total area (in square feet) of living space contained in each newly created Unit by the total area (in square feet) of the subdivided Unit; provided, however, that this sentence shall not apply upon automatic exercise of Developer's rights set forth in paragraph 3 hereinabove.

(e) Upon exercise of any of the development rights reserved under subparagraphs (a), (b), (c) or (d) hereinabove, Developer will prepare, execute and cause to be recorded in the Office of the Recorder of Deeds for the County in which the Condominium is located, an amendment to this Declaration, including Plats or Plans, as required by the Act, and will otherwise comply with the requirements set forth in Section 448.2-110 of the Act; provided however, that such recording shall not be required upon automatic exercise of Developer's rights as set forth in paragraph 3 hereinabove.

(f) In the event that Developer exercises any of the development rights reserved in subparagraphs (a), (b), (c) or (d) hereinabove, no assurance is made as to which shall not be exercised first, or in what order Developer may, but need not, exercise such rights as to all or only portions of such real estate, and a single exercise of any such right shall not constitute a waiver of the right to subsequently exercise that right or any other right reserved to Developer, either with respect to the same or a different portion of the property.

(g) Developer reserves in, on, under, through and above the real estate described on Exhibit "A" and any real estate described on Exhibit "D" and added to the Condominium through exercise of the

rights reserved in subparagraph (b) hereinabove, such easements are reasonable or necessary in order for Developer to exercise the rights reserved hereinabove in creating additional Units, and to complete improvements and Units included in this Declaration, or in the real estate which may be subsequently added to the Condominium, as hereinabove described. This reservation of easement is in addition to that granted by Section 448.2-116 of the Act.

(h) Developer reserves to itself, its successors and assigns, an easement or license to give or to grant to others, or to locate, re-locate, erect, construct, maintain and use, or to authorize the relocation, erection, construction, or maintenance and use of the easements, rights-of-way or conduits for all and any purposes, including water, gas, septic tanks, storm and sanitary sewer mains, electric lines, telephone lines, poles and wires, and other utilities, or all or any of them, over, under, across, upon and within any part of the real property described on Exhibit "A" hereto or any real estate added to the Condominium in the future and to relocate parking areas, streets, drives and roads on such property.

(i) Developer reserves the right to make the Condominium part of a larger Condominium or a planned community, or to make the Condominium subject to a Master Association.

(j) Developer shall be liable for all expenses in connection with the real estate subject to the development rights as set forth in paragraphs (a), (b), (c), and (d) hereinabove, and no other Unit Owner or portion of the Condominium shall be subject to a claim for payment of such expenses. Any income or proceeds from real estate subject to the development rights reserved subparagraphs (a), (b), (c) and (d) hereinabove shall inure to Developer.

Section 8.4. MANAGEMENT RIGHTS.

(a) Subject to the limitations contained in the Uniform Condominium Act, the Declarant, or its successors and assigns, hereby reserves as "special declarant rights", the right, duty, power and privilege to manage said condominium and to maintain management offices for the purpose of managing said condominium and that all reasonable costs of such management shall be treated as a common expense as defined under Section 448.1-103 RSMo., the Uniform Condominium Act and Article I, Section 1.8 of this Declaration of Condominium.

(b) Developer shall have the right and easement to maintain sales offices, construction offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Elements for so long as the Developer shall continue to sell Units in the Condominium in the normal course of

business. Developer reserves the right to place models, management offices and sales offices in any Units owned by Developer and on any portion of the Common Elements in such number, of such size and in such locations as Developer deems appropriate. The models, management offices and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:

1. The number of models maintained by the Developer within the Common Elements shall not exceed six (6). The size of each such model shall not exceed the size of the comparable Unit available for purchase.

2. In addition to the models maintained by the Developer on the Common Elements, Developer shall have the right to maintain within the Common Elements not more than three (3) offices for sales and management purposes. Each such sales or management office may not exceed the size of the largest Unit in the Condominium.

3. Developer may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office constituting a Common Element, Developer may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

4. So long as Developer shall be selling Units in the Condominium, Developer shall have the right to restrict the use of the Common Element parking spaces, reserving spaces for use by prospective Unit purchasers, Developer's employees and other engaged in sales, maintenance, construction or management activities.

Section 8.5. DEVELOPMENT ACTIVITIES. Notwithstanding any provision hereof to the contrary, at all times and from time to time, prior to Developer or its successors or assigns conveying all units of this condominium to third parties, Developer shall have the right, privilege and "special declarant right", which is hereby reserved only to itself and to its successors and assigns and their respective agents, to erect and maintain on the common areas advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of units in the condominium, to maintain a model condominium in at least one unit in the condominium and to maintain sales offices in at least one unit in the condominium to aid in the sale of the units in the condominium, to maintain business offices in at least one unit in this condominium to facilitate the completion of construction of

the buildings and improvements comprising this condominium and any other condominiums, apartments and homes now or hereafter constructed on the property described in Exhibits A and D and to help facilitate the sale of the units therein contained, and to retain the right to use easements through the common elements for the purpose of making improvements within the condominium or within the real estate which may be added to the condominium or to make the condominium part of a larger condominium or a planned community or to make the condominium subject to a master association; or to appoint or remove any officer of the association, or any master association, or any executive board member during any period of declarant control.

Section 8.6. MISCELLANEOUS DEVELOPMENT RIGHTS. An easement or license or "special declarant right" is hereby granted to and reserved by the declarant or developer, their successors and assigns, to give or to grant to others, or to locate, erect, construct, maintain and use, or to authorize the locations, erection, construction or maintenance and use of, easements, right of ways, or conduits for all and any purpose, water, gas, storm and sanitary sewer mains, electric lines, telephone lines, poles and wires, and other utilities, or all or any of them, over, under, across, upon and within any part of the land described in Exhibits A and D. All streets, drives, lanes, circles, boulevards, trails, cul-de-sacs and other ways commonly used for vehicular and pedestrian traffic, as shown on the plat filed herewith, are private streets, and no dedication to the public of such ways for vehicular and pedestrian traffic is hereby expressed or intended. An easement, however, is hereby granted to all owners of land or estates within Summer Place on the Lake Condominium, their grantees, heirs, personal representatives, successors and assigns, and to their guests, invitee, business visitors and to all duly constituted public authorities in the performance of their official duties, for ingress and egress over said private ways to all properties within the subdivision.

**ARTICLE IX
RESTRICTIONS**

In addition to any and all restrictions now existing against said property and all improvements now or hereafter constructed thereon, the use of condominium units and common elements (including limited common elements) is hereby expressly restricted as follows:

Section 9.1. USE OF CONDOMINIUM UNITS. No part of the property shall be used for other than residential housing and common recreational and resort purposes for which the property was designated, except that Developers and their heirs, successors, and assigns may retain and use space for other purposes such as,

but not limited to, a sales office and recreational room. Each such unit shall be used as a family-type residence and for no other purpose.

Section 9.2. ALTERATIONS AND IMPROVEMENTS. A unit owner may make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium; provided, however, that no unit owner may change the appearance of the common elements, or the exterior appearance of a unit or any portion of a condominium, without permission of the association.

Section 9.3. ACQUIRING ADJOINING UNITS. After acquiring an adjoining unit or an adjoining part of an adjoining unit, a unit owner may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. Removal of partitions or creations of apertures under this subdivision is not an alteration of boundaries.

Section 9.4. RELOCATION AND REALLOCATION OF UNITS. The boundaries between an adjoining unit may be relocated by an amendment to the declaration upon application to the association by the owners of those units. If the owners of the adjoining units have specified a reallocation between their units and their allocated interests, the application shall state the proposed reallocations. Unless the executive board determines within thirty days, that the reallocations are unreasonable, the association shall prepare an amendment that identifies the units involved, states the reallocation, is executed by those unit owners, containing words of conveyance between them, and upon recordation, is indexed in the name of the grantor and grantee. The association shall cause to be prepared and shall record any plats necessary to show the altered boundaries between the adjoining units and their dimensions and identifying numbers provided that the adjoining unit owners pay a reasonable fee for the expense incurred in preparing and recording said plats.

Section 9.5. OBSTRUCTIONS AND APPEARANCE. There shall be no obstructions of any portions of the common elements nor any storage in the common elements, other than in the interior of any exterior storage locker attached to such unit, without prior written consent of the Board of Managers. No door mats, clothes, laundry, or other articles shall be hung or exposed in any portion of the common elements or on or about the exterior of the buildings or out of any windows, that particular site and type of equipment used for hanging to have the prior approval of the Board of Managers and to be subject to such rules and regulations as may from time to time be promulgated by them. All draperies on

windows overlooking the Lake of the Ozarks and the road shall have white linings, which conform to specifications of the Board of Managers.

Section 9.6. MAINTENANCE OF CONDOMINIUM UNITS AND RESTRICTED COMMON ELEMENTS. Each owner shall maintain and keep his (their) condominium unit in good order and repair and shall do nothing which will increase the rate of insurance on the building in which his (their) condominium unit is situated or which would be in the violation of law. The exterior of front and rear doors to the condominium unit, as well as the limited common elements provided hereinabove for the use of the owner of such particular condominium unit, shall, be maintained, repaired and decorated by the Board of Managers, any such maintenance, repair or redecoration by whomsoever done to be part of the common expenses, unless any such repair, redecoration or maintenance resulted from the neglect, abuse or misuse by the users of a particular unit or units, in which case such repair, maintenance and redecoration to be at the sole cost and expense of the owner(s) of the particular condominium unit(s), the same to be by special assessment against said condominium unit(s) and the owner(s) thereof.

Section 9.7. SIGNS. No signs or exterior lights shall be displayed on the windows or placed on the exterior walls or surfaces of any building on the property nor on any of the common elements, and nothing shall be placed or kept on the outer sill or on the outside of any window and nothing shall be thrown or swept out of any window, door or from any porch or balcony, and no awnings, canopies, shutters or radio or television antennas shall be affixed to or placed upon any exterior wall or roof or upon any portion of the common elements, without the prior written consent of the Board of Managers, except that signs may be placed by Developers, their heirs, successors and assigns, adjacent to or on premises held by them.

Section 9.8. ANIMALS. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property, except that one dog, cat, bird or other household animal may be kept as a pet in the condominium unit. There shall be no structure maintained for any such animal outside the condominium unit at any time.

- a. The pet shall not be allowed out of the owner's unit unless it is in the custody of a responsible person.
- b. The pet's owner shall pick up and properly dispose of the pet's waste.
- c. The owner will be responsible and will pay for any damage or destruction caused by the pet to any part of the property, such responsibility and liability of the

owner to include the repair of damaged items to their former condition and/or replacement where necessary, in the sole opinion of the Board of Managers.

d. The owner agrees to put the pet out for board or otherwise remove the pet from the unit, if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of other unit owners or because of any noises or smells emanating from the pet, or damage by the pet, or if the Board of Managers subsequently revoke this consent.

e. The owner acknowledges and agrees that the Board of Managers may revoke this consent and/or amend and change this section pertaining to animals without prior notice to unit owners and at any time, and unit owners shall abide by such amendments or changes.

Section 9.9. NUISANCES. No noxious or offensive activity shall be carried on in any condominium unit or in the common elements nor shall anything be done which will become an annoyance or nuisance to the other owners or occupants. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Except in areas as may be designated by the Board of Managers, there shall be no parking of vehicles of any kind, nor shall any benches, chairs, wagons, toys, bicycles or playpens be placed or stored on any of the common elements, except that balconies, patios, porches and terraces may be used for their intended purposes without the violation of any portion of the restrictions in this Section 9.9 contained. No waterbeds will be allowed except on ground floors.

Section 9.10. BUSINESS USE. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property nor, without written authorization of the Board of Managers, shall any "For Sale" or "For Rent" signs be displayed by any person, firm or corporation other than the Developers, their successors and assigns, or any bank, savings and loan association or insurance company who as the holder of a deed of trust against any condominium unit acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section 9.10 is intended to restrict the right of any condominium unit owner to rent or lease his (their) condominium unit from time to time or to engage any person, firm or corporation to rent or lease said unit and provide maid and janitorial services therefor, but all the express restrictions herein contained as to the use of displays and signs shall nonetheless be and remain in full force and effect and prohibit such activity in connection with any rental or lease or attempts to rent or lease. Developers, their heirs, successors or assigns, may however, conduct a business upon

any part of the property owned by or reserved to them.
Section 9.11. CHANGE OF COMMON ELEMENTS. Nothing shall be altered or constructed in or removed from any of the common elements except upon the written consent of the Board of Managers.

ARTICLE X
UNIT OWNERS ASSOCIATION

The Condominium shall be administered by a Unit Owners Association which shall be organized as a not for profit corporation and shall be known as the Summer Place on the Lake Condominium Owners' Association and shall be hereafter called "Association".

Section 10.1. POWERS OF ASSOCIATION. Except as otherwise set forth herein the Association may:

- (a) adopt and amend by-laws and rules and regulations;
- (b) adopt and amend budgets for revenue, expenditures, and reserves and collect expenses for common expenses from unit owners;
- (c) hire and terminate managing agents and other employees, agents and independent contractors;
- (d) institute, defend or intervene in litigation or administrative proceedings in its own name, on behalf of itself or two or more unit owners on matters affecting the condominium;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement and modification of common elements;
- (g) cause additional improvements to be made as a part of the common elements;
- (h) acquire, hold, encumber and convey in its own name, any right, title or interest to real or personal property; provided, that common elements may be conveyed or subjected to a security interest only pursuant to Section 448.3-112 RSMo.;
- (i) grant easements, licenses, leases and concessions through or over the common elements;
- (j) impose and receive any payments, fees or charges for the use, rental or operation of the common elements other than limited common elements described in

subsections (2) and (4) of Section 448.2-102 RSMo. and services provided to unit owners;

(k) impose charges for late payment of assessments and, after notice and opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations of the association;

(l) impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 448.4-109 RSMo. or statements of unpaid assessments;

(m) provide for the indemnification of its officers and executive board and maintain directors and officers liability insurance;

(n) assign its rights to future income, including the right to receive common expense assessments, but only to the extent expressly provided in the Declaration;

(o) exercise any other power conferred by the Declaration or Bylaws;

(p) exercise all other powers that may be exercised in this State by legal entities of the same type as the association; and

(q) exercise any other powers necessary and proper for the governance and operation of the association.

Section 10.2. EXECUTIVE BOARD. Immediately upon the creation of the Summer Place on the Lake Condominium Owners' Association, Declarant shall designate three persons to serve as the Executive Board which may act in all instances on behalf of the association except as otherwise provided herein and except as provided in Sections 448.1-101 to 448.4-120 RSMo. Until such time as set forth hereafter, the Declarant shall have the authority to appoint and remove members of the Executive Board. This authority shall terminate no later than the earlier of (1) sixty days after conveyance of 75% of the units created to unit owners other than a declarant; (2) two years after declarant has ceased to offer units for sale in the ordinary course of business; or (3) two years after any development right to add new units was last exercised. Not later than the termination of any period of Declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect officers. The Executive Board members and officers shall take office upon election. The unit owners, by two-thirds majority vote of all persons present and entitled to vote at any meeting of the unit owners at which a quorum is

present, may remove any member of the Executive Board. Not later than sixty days after conveyance of 25% of the units which may be created to unit owners other than a declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected by unit owners other than the Declarant.

As soon as is feasible, at such time as the elected members of the executive board are chosen, their term shall be three years except the first time a membership of the Executive Board is filled by vote of the unit owners, the terms shall be staggered so that one member of the executive board is chosen at each annual meeting

Section 10.3. OFFICERS. The officers of the association shall consist of a President, Treasurer and Secretary, each of who shall be elected by the Executive Board to serve for one year each or until such time as a successor is duly elected by the Executive Board and takes office. The President shall preside over all meetings of the association. The Secretary shall keep minutes of all meetings of the association and, in general, perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account of the association and shall prepare at least annually financial statements, which shall be available to the members of the association. In addition, the President and Secretary are authorized, to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Section 10.4. ASSOCIATION MEETING. The annual meeting of the Association shall be held on the first Sunday in October in each year. Special meetings of the association may be called by the President or by 20% or lower specified of either the Executive Board or the Unit Owners. Not less than 10 nor more than 60 days in advance of any meeting, regular or special, the Secretary shall cause notice to be hand delivered or sent prepaid by United States Mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes and any proposal to remove a director or officer.

Section 10.5. MEETING QUORUM.

(a) A quorum is deemed present throughout any meeting of the association of persons entitled to cast 20% of the votes which may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Executive Board if persons entitled to cast 50% of the votes on that Board are present at the beginning of the meeting.

Section 10.6. ACTION BY EXECUTIVE BOARD. Any action taken by the Executive Board shall be binding upon the unit owners so long as that action is authorized by their By-Laws or the Condominium Law of Missouri.

Section 10.7. REMOVAL OF MEMBER OF EXECUTIVE BOARD. Any member of the Executive Board may be removed by an affirmative vote of two-thirds (2/3) majority vote of all persons present and entitled to vote at any meeting of the unit owners at which a quorum is present.

Section 10.8. GENERAL POWERS OF THE EXECUTIVE BOARD. The Executive Board shall have the following powers, duties, rights and privileges, the exercise of which shall be paid for out of the general maintenance fund hereinafter provided as follows:

(a) To estimate the cost of the expenses of administration, maintenance and repair of the common elements and of all exterior portions of the improvements and property, and after determining the amount required annually for such purposes to determine the manner in which such amount shall be collected and paid to the general maintenance fund to be held, managed and administered by the Board.

(b) To provide water, water sewage, waste removal and treatment, gas, electricity and telephone, and other necessary utility services for the common elements and facilities.

(c) To obtain insurance for the property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of common elements (including the personal property therein and thereon owned by the condominium) and the condominium units. The insurer shall acknowledge on the policy or policies it issues to the Board that the insurance issued thereunder insures the condominium units and the common elements for their full insurable replacement value. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Managers, as Trustee for each of the condominium unit owners and their respective mortgages as their interests may appear, in the percentages established in this Declaration. Premiums for the insurance shall be common expenses. The amount of such insurance coverage shall be reviewed at each annual meeting of the condominium unit owners and shall be in an amount sufficient to cover the cost of

reconstruction as determined by the vote of a majority of the condominium unit owners through their voting owners.

(d) To obtain a policy or policies of insurance, insuring members of the Board, their agents, servants, representatives, employees, and the owners of the condominium units, against any liability to the public or to the owners, their invitees, tenants and any other persons who may be on the condominium property for any reason whatever, in the use of any common elements, the liability under which insurance shall not be less than \$100,000.00 for any one person injured, \$300,000.00 for any one accident and \$50,000.00 for property damage, the amount of which limitation shall be reviewed at least annually by the Board who may raise the same at their discretion. The Board is further authorized to purchase policies of workmen's compensation insurance to the extent necessary to comply with Missouri law. Premiums for all such insurance policies shall be common expenses to be paid from the general maintenance fund.

(e) To furnish upon request of any condominium unit owner and payment of a reasonable fee therefor, a statement of the owner's account setting forth the amount of any unpaid assessments, whether general or special, or other charges; to keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, whether general or special, and to make such records available for examination by the condominium unit owners at all reasonable times.

(f) In the event the Declarant wishes to relinquish the special declarant right to maintain management offices for the purpose of managing said condominium as is provided for herein in Section 8.3 of Article VIII, and from time to time as they may determine, to select a manager or managing agent for the purposes designated in Section 10.9 herein and to agree upon the compensation to be paid to such manager or managing agent, if any, the amount thereof to be added to and be a part of the common expenses and paid out of the general maintenance fund and that the choice of selecting said manager or managing agent, shall not be limited and the Board may in its discretion select as the manager or managing agent, the developer's successors, assigns or any of its or their affiliates,

or any condominium owner or owners.

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

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

(i) To provide a manner for estimating the amount of the annual budget and the manner of assessing and collecting from the condominium unit owners their respective shares of the estimated expenses and of all other expenses lawfully agreed upon by a majority of the voting owners at any meeting of the unit owners called and conducted as provided in Article XII hereinbelow.

(j) To establish, grant and dedicate easements for public, quasi-public and private utilities in addition to any shown on the plat, in, over and through any of the common elements (excepting therefrom any balcony, porch, patio, stairway or attached storage locker), and to construct and maintain any utility service where the same is not otherwise readily available to the property or the condominium unit owners. Any such utility service carried on and supplied by the Board under the terms hereof may, in the Board's discretion, be charged (on a uniform basis) to each particular condominium unit consuming the same where separately metered, to be treated in such case as a special assessment against such unit, otherwise such service to be paid from out of the general maintenance fund.

(k) To contract with others for the use of recreational facilities for the benefit of unit owners.

(l) To extend the use of any pool(s), sewer system(s), water system(s) and other amenities facilities to the owners of other property owned by the Developer.

Section 10.9. GENERAL POWERS OF THE MANAGER OR MANAGING

AGENT. The manager or managing agent shall have the following powers, duties, rights and privileges, subject to the provisions hereof, the exercise of which shall be treated as common expenses and paid out of the general maintenance fund and which are hereinafter provided for as follows:

(a) To designate, hire, employ and remove personnel necessary for the maintenance, repair and replacement of the common elements.

(b) To provide for landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repairing, replacement of the common elements and such furnishings and equipment for the common elements as the Board of Managers shall determine are necessary and proper, and the manager or managing agent shall have the exclusive right and duty to acquire any such furnishings and equipment for the common elements as the Board of Managers shall determine are necessary and proper.

(c) To purchase or otherwise acquire, or provide for the furnishing of, any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which are required to be secured or paid for pursuant to the terms of this Declaration or By-Laws, or which in the opinion of the manager or managing agent shall be necessary or proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of the restrictions stated herein in this Condominium Declaration.

(d) To maintain and repair any unit if such maintenance or repair is necessary, as determined by the manager or managing agent in the event that the owner of such condominium unit has failed or refused to perform said maintenance or repair within a reasonable time, under the circumstances, after written notice (signed by a member of the Board or by the manager or managing agent) of the necessity of such maintenance or repair has been either personally delivered by any member of the board or manager or managing agent (or their agents, servants, representatives or employees) or deposited in the mail by the board or manager or managing agent (or their agents, servants, representatives or employees) to the address given by such condominium unit owner as the address to which

such owner has heretofore designated as his (their) mailing address; and the board or manager or managing agent shall levy a special assessment against such unit owner for the cost of said maintenance or repair; and the board or manager or managing agent shall have the right to enter any unit in the event of an emergency, as determined by the board or manager or managing agent. The unit owner shall at all times keep his condominium unit in good order and repair.

(e) To authorize entry into any condominium unit or on any restricted common element when necessary in connection with the maintenance or construction for which the manager or managing agent is responsible or at any other time that the manager or managing agent feels that it is in the best interest of the development to enter a unit to see that these restrictions and any regulations or rules set by the Board of Managers are being complied with. Such entry into the condominium unit itself or restricted common elements appurtenant to said unit shall be made with as little inconvenience to the condominium unit owner as practicable and any damage caused thereby shall be repaired by the manager or managing agent at the expense of the general maintenance fund.

(f) To establish such restrictions on and requirements respecting the use and maintenance of condominium units and the use of the common elements to prevent unreasonable interference with the use of the respective condominium units and of the common elements by the several unit owners; to establish administrative rules and regulations governing the operations and use of the common elements; provided however, that the adoption of any such rules and regulations must have the consent of the majority of the voting owners.

(g) To see that the furnishings and other features of each unit be at all times in a disposition so as to insure that they shall be maintained at a minimum temperature of 50 degrees F.

(h) To retain and from time to time to contract for the services of attorneys and accountants in connection with the managerial duties stated herein.

Section 10.10. Relinquishment of declarant rights.

(a) In the event that the declarant wishes to relinquish any or all of the "special declarant rights" reserved for managing and maintaining management offices for the purposes designated in Article VIII hereof, each and any or all of the special declarant rights that the declarant wishes to relinquish shall become under and part of the general powers of the executive board who shall then govern the powers, duties, rights and privileges contained in each and any or all of the relinquished "special declarant rights".

(b) Compensation to declarant manager. Compensation, if any, to be paid to the declarant manager or declarant managing agent or its successors or assigns shall be left to the discretion of the declarant manager or the declarant managing agent or their successors and assigns, however, in no event shall said compensation be made for any purpose other than payment for administrative services and overhead provided and said payment shall not exceed 15% of the cost of the carrying out of the services and activities to be provided for by said manager, managing agent or their successors and assigns as are provided for herein in Article VIII and in the event that the manager, managing agent or their successors and assigns should relinquish any or all of the said "special declarant rights" reserved herein as is provided for herein in Article VIII, then from time to time as they may determine the executive board shall, in exercising their discretion, agree upon the compensation, if any, to be paid to any such person or manager or managing agent for performing these services, however, in no event shall said compensation be made for any purpose other than for administrative services.

Section 10.11. ACQUISITION OF INSURANCE.

(a) The Association shall purchase and maintain to the extent reasonably available, property insurance on the Common Elements and on all Buildings comprising the Condominium and on all fixtures, installations or additions comprising a part of the common Elements and the Buildings insuring all exterior surfaces and improvements, including but not limited to, roofs, siding, stairways and decks and insuring all finished and unfinished interiors of all condominium units as may be located in each such Building, such insurance coverage to include coverage for each condominium unit and all improvements originally constructed or installed as part of the unit itself, including without limitation, each unit's interior walls, floor coverings, wall coverings, interior doors, window treatments, appliances, counter tops, light fixtures, HVAC and heating systems, plumbing, water and electrical systems, but excluding from such coverage any personal property of the individual owner such as furniture, fixtures and appliances not originally a part of the constructed unit. Such policies of insurance shall be issued by responsible

insurance companies authorized to do business in the state of Missouri. The total amount of such insurance after application of any deductibles shall be not less than eighty percent (80%) 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.

(b) Commencing not later than the time of the first conveyance of a Unit to a Person other than Developer, the Association shall purchase and maintain liability insurance, in an amount determined by the Executive Board, but in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), covering all occurrences commonly insured against by similar condominiums, for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(c) The Association may carry such other insurance as deemed appropriate by the Executive Board to protect the Association or the Unit Owners.

(d) Each Unit Owner may obtain additional insurance at his own expense for his own benefit, provided that all such policies shall contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance to the Association shall not be affected or diminished by reason of any such insurance carried by any Unit Owner. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage pertaining to losses within each individual Unit shall be the responsibility of the Unit Owner thereof.

(e) Insurance policies carried pursuant to subparagraphs (a) and (b) hereinabove shall provide that 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; that the insurer waives its rights to subrogation under the policy against any Unit Owner or members of his household; that 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 that 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.

(f) Any loss covered by the insurance described in subparagraph (a) hereinabove shall be adjusted with the Association, and insurance proceeds for that loss shall be payable to the Association (as trustee for Unit Owners and lienholders as their interests may appear), and not directly to any mortgagee or

beneficiary under any deed of trust. Subject to the provisions of subparagraphs (h) and (i) hereinbelow, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

(g) An insurer that has issued an insurance policy under this paragraph shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. No insurer issuing the policy may cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(h) Any portion of the Condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless the Condominium is terminated, or repair or replacement would be illegal under any state or local health or safety statute or ordinance, or eighty percent (80%) of the Unit Owners, which 80% must include the unanimous agreement of each Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. In the event of destruction of any Building, no replacement Building may be constructed or erected without prior written approval from the Executive Board of the Association of the plans and specifications for the Building proposed to be constructed or erected. If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and to the Owners of the Units to which those Limited Common Elements were allocated, (iii) and the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to the Common Element interest of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under subsection 1 of Section 448.1-107 of the Act, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

(i) Notwithstanding any of the provisions contained in

subparagraph (h) hereinabove, the distribution of insurance proceeds shall be governed by Section 448.2-118 of the Act if the Condominium is terminated.

**ARTICLE XI
ASSESSMENTS**

Section 11.1. COMMON EXPENSE ASSESSMENT.

(a) All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Executive Board to meet the Common Expenses of the Condominium and the Association Facilities. The assessments for the Condominium shall be made according to each Owner's percentage or fractional interest in and to the Common Elements, and payment shall be made quarterly, in advance, on the first day of January, April, July and October of each calendar year, or more frequently as may be determined by the Executive Board. The Executive Board shall prepare and deliver or mail to each Owner a statement for the estimated or actual Common Expenses.

(b) Assessments shall commence upon the conveyance of the first Unit to a Person other than Developer, and Developer shall pay all Common Expenses until that time in the manner set forth herein. In the event the ownership of a Condominium Unit, title to which is derived from Developer, commences on a day other than the first day of the assessment period, the assessment for that period shall be pro-rated.

(c) The assessment made shall be based upon the cash requirements of the Association, deemed to be such aggregate sum as the Managing Agent or the Executive Board shall from time to time determine is to be paid by all of the Unit Owners of this Condominium 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 of the Condominium and the Association Facilities, which sum may include, but shall not be limited to, expenses of management, taxes and special assessments unless separately assessed, insurance premiums, 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 and rental fees, expenses and liabilities incurred by the Executive Board on behalf of the Unit Owners under or by reason of this Declaration and the bylaws of the Association, for any deficit 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. The omission or failure of the Executive Board to fix the assessment for any period shall not be deemed a

waiver, modification or release of the owners from their obligation to pay the same. The Executive Board may require each Unit Owner to deposit and maintain, with the Executive Board, an amount not to exceed a twelve-month's estimated assessment for use as working capital.

(d) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Units to which that Limited Common Element is assigned. Any Common Expense or portion thereof, benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. In addition to the standard common expense assessment charged to the Owners all condominium units (based upon the Owner's percentage interest in the common elements), the Executive Board may assess the Owners of patio home units an additional assessment if, in the judgment of the Executive Board, the maintenance needs of the buildings containing patio home units make such an additional assessment necessary. In making this determination the Executive Board may solicit the independent analysis of an architect, accountant or engineer.

(e) Assessments to pay a judgment against the Association shall be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

(f) Any surplus funds of the Association remaining after provision for Common Expenses and any prepayment of reserves shall be retained by the Association, to be applied to future Common Expenses.

Section 11.2. LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Managing Agent or to the Executive Board of a reasonable fee, not to exceed TWENTY FIVE AND NO/100 DOLLARS (\$25.00), and upon the written request of any Owner or prospective mortgagee of a Unit, the Managing Agent, or the Executive Board, shall issue a written statement setting forth the amount of unpaid Common Expenses, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for any advanced payments of common assessments for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statement shall be conclusive upon the Association, the Executive Board, and every Unit Owner, in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses, which became due prior to the date of making such request shall be subordinate to the rights of the person requesting such statement. The grantee of a Condominium Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the

latter for the unpaid common assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that any such prospective grantee shall be entitled to request a statement as set forth hereinabove, upon payment of the same fee. Unless a request for such statement shall be complied with within thirty (30) days after request, then such requesting grantee shall not be liable for, nor shall the Unit be conveyed subject to a lien for any unpaid assessments against the subject Unit.

Section 11.3. LIMITED COMMON ELEMENTS. The foregoing notwithstanding, any common expense associated with a maintenance repair or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned equally. Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited.

Section 11.4. ASSESSMENTS TO PAY JUDGMENT AGAINST THE ASSOCIATION. Any assessments to pay Judgment against the association shall be made only against the units in the condominium at the time the Judgment was entered, proportioned to their common expense liabilities.

Section 11.5. COMMON EXPENSE CAUSED BY MISCONDUCT OF UNIT OWNER. If any common expense is caused by the misconduct of any unit owner, the association may assess that expense exclusively against his unit.

Section 11.6. NECESSARY AND UNEXPECTED EXPENDITURES AND REPLACEMENTS. Extraordinary or unexpected expenditures and replacements not originally included in the annual estimate which may become necessary during the assessment year, shall be charged first against any reserves, but if any estimated cash requirement assessed as provided proves inadequate for any reason, including non-payment by any condominium unit owner of his share of the assessment authorized by this Declaration, the Board shall serve notice of such further assessment on all condominium unit owners by a statement in writing giving the amounts and reasons therefore, and such further assessment shall become effective with the proportionate assessment payment next following the mailing of such notice of such further assessment. All condominium unit owners shall be obligated to pay the amount as so adjusted by the board hereunder.

Section 11.7. ASSOCIATION'S LIEN FOR ASSESSMENT. The association has a lien on any unit for any assessment or special assessment levied against that unit or fines imposed against its unit owner from the time the assessment or special assessment or fine becomes due. The association's lien may be enforced in like

manner as a mortgage on real estate or a power of sale under Chapter 443 RSMo. Fees, charges, late charges, fines and interest charge pursuant to subdivisions (10), (11), and (12), of subsection 1 of Section 448.3-102 RSMo. are enforceable as assessments under this section.

Section 11.8. PERSONAL LIABILITY FOR ASSESSMENTS. No unit owner may waive or otherwise escape personal liability for the assessments or common expenses and special assessments provided for herein by non-use of the common elements or abandonment of his condominium unit; and in addition to the right and authority hereinabove of the Board of Managers to foreclose on any such lien for unpaid assessments, as aforesaid, the Board of Managers, in their individual names as members of the Board, and for and on behalf of the other condominium unit owners, and as their representatives, may bring legal action for and on behalf of themselves and as representatives of all the unit owners, to effect collection thereof, and in this event, there shall be added to the amount due all costs of such litigation, together with interest at the maximum legal rate, not to exceed eleven (11%) percent per annum, and reasonable attorneys' fees.

Section 11.9. OTHER REMEDIES. In addition to any other remedies herein conferred or conferred by law when a condominium unit owner is delinquent in the payment of any assessment, the Board may terminate with or without notice, any services to the condominium unit without waiving any right to proceed with any other remedy.

Section 11.10. AMENDMENT. Except as otherwise provided in this Declaration, amendments to the terms and provisions of this Article shall be effective only upon unanimous written consent of all the unit owners and of all qualified lenders who are holders of encumbrances recorded and existing against any condominium unit in the property.

ARTICLE XII VOTING AND MEETINGS

Section 12.1. VOTING RIGHTS. If only one of the multiple owners of a unit is present at a meeting of the association, he is entitled to cast all votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is a majority agreement if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

Section 12.2. VOTING BY PROXY. Votes allocated to a Unit

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 a protest to the casting of votes by the other members of the unit through a duly executed proxy. No unit owner may revoke a proxy given pursuant to a 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.

Section 12.3. VOTES. The value of the total number of votes of all unit owners shall be 1000. The value of the voting owners vote as to any particular condominium unit he or she represents shall be the percentage of ownership interest in the common elements allocated to such condominium unit as provided in Section 3.1 of Article III herein and as set forth in Exhibit C attached hereto and incorporated herein by reference the same as if more fully set out herein.

Section 12.4. VOTING RIGHTS - DEVELOPER CONTROL. Developer reserves to itself or its designee the right to appoint or to remove the Officers and members of the Executive Board. Notwithstanding this reservation, however, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Developer, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Developer. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than Developer, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board shall be elected by Unit Owners other than Developer.

**ARTICLE XIII
SALE, LEASING AND OTHER ALIENATION**

Section 13.1. SALE OR LEASE. Other than Developers, their heirs, successors and assigns, and other than any bank, savings and loan association or insurance company which as purchase money mortgagee, acquires a condominium unit by foreclosure or by deed in lieu of foreclosure, any condominium unit owner who wishes to sell or lease (for a period of more than one (1) year) his or their condominium unit (or the lessee of any condominium unit wishing to assign or sublease such unit for such period) to any person not related by blood or marriage to the condominium unit owner or owners, shall give to the Board not less than thirty (30) days prior written notice of the detailed terms of and contemplated sale or lease, together with the name and address of the proposed purchaser, lessee or sublessee. The Board in behalf

of those condominium unit owners through their voting owners voting in person or by proxy in favor of said exercise at a regular or special meeting of the unit owners only called in conformity with the provisions of this Declaration and By-Laws, shall after receipt of such notice of proposed sale, lease or sublease, at all times have the first right and option to purchase or lease such unit interest upon the same terms and conditions, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) day period, the unit owner (or lessee) may, at the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit interest to the proposed purchaser or lessee named in such notice upon the terms and conditions specified therein. The sale, lease or other disposition of any unit acquired by the Board pursuant to exercise of this first right and option to purchase or lease shall be in accordance with such terms and provisions as the Board of Managers shall in each instance approve. All leases or subleases for a period or periods of less than one year shall be pursuant to rental programs available through the Board of Managers. The Board of Managers or their agent shall be notified at any time a unit is occupied by other than the owner.

Section 13.2. GIFTS. Other than Developers, their heirs, successors and assigns, and other than any qualified lender who as purchase money mortgagee acquires a unit by foreclosure or by deed in lieu of foreclosure, should any condominium unit owner propose to make a gift of such condominium unit or should a condominium owner die or devise the ownership of the condominium unit or any interest therein to persons not heirs at law of the deceased under the laws of descent of the State of Missouri, or should the personal representative of the deceased owner propose to sell either under power of sale in the will of the deceased unit owner or under order of sale by court the Board in behalf of those condominium unit owners voting through their voting owners in person or by proxy in favor of said exercise, shall have the right and option to purchase the condominium unit or the interest therein, it being the duty of the person or persons proposing to make any such gift or sale to notify the Board thereof in writing, giving all particulars of such gift or sale. Within forty-five (45) days after receiving such notice, the Board acting in behalf of the unit owners who through their voting owners have indicated their desire that the Board would pursue the matter, on the one hand, and the donor-owner or the unit owner's devisees or legal representative(s), as the case may be, on the other hand, shall each appoint an appraiser who is either a member of the American Institute of Appraisers or is qualified to be a member thereof. Within ten (10) days thereafter the appraisers so appointed shall appoint a third appraiser who is also either a member of the American Institute of Appraisers or qualified to be a member thereof, and within fifteen (15) days after such appointment of

the third appraiser, the three appraisers shall determine the fair market value of the property involved. The decision of any two of the three appraisers shall be binding on all parties whomsoever, and the Board, in behalf of those condominium unit owners who through their voting owners vote in favor of such exercise at any regular or special meeting duly called in conformity with the provisions of this Declaration and By-Laws within twenty-five (25) days after receipt of the majority of the appraisers determination of the market value, shall have a sixty (60) day option after receipt of such appraisal to purchase the property involved at such appraisal price; and the sale, lease or other disposition of any such condominium unit acquired by the Board pursuant to the exercise of its right and option herein to purchase shall be in accordance with such terms and provisions as the Board shall in each instance approve, the approval of any voting owners not being required.

Section 13.3. INVOLUNTARY SALE. Should any condominium unit or interest therein be sold at any judicial or execution sale, other than at a foreclosure sale under a purchase money deed of trust securing any note or notes held by a qualified lender, the person acquiring through such sale, before taking possession, shall give the Board thirty-five (35) days prior written notice. In this event, the Board shall in behalf of those condominium unit owners who through their voting owners vote in favor of the exercise at any regular or special meeting of the unit owner duly called under the provisions of this Declaration within twenty (20) days after the receipt of such notice of sale, shall have the option to purchase the condominium unit at the price for which it was sold at such sale. If said option is not exercised by the Board within thirty-five (35) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said condominium unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty-five (35) day period.

In the event any condominium unit owner or owners shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against his condominium unit ownership, the Board shall have the right to cure such default by paying out of the general maintenance fund the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Section 11.7 of Article XI hereinabove.

Section 13.4. RELEASE AND WAIVER OF OPTION. Upon the written consent of all the members of the Board, any of the options contained in this Article XIII may be released or waived without notice to or consent of the unit owners, and the unit ownership or interest therein which is subject to any option set

forth in this Article XIII may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article as to such particular sale, conveyance, lease, devise or transfer (whether the same be voluntary, involuntary or sale under order of court, or otherwise); provided however, that any subsequent sale, conveyance, lease, devise or transfer shall be subject to all the rights and options herein in this Article XIII contained.

Section 13.5. CERTIFICATE OF EXERCISE OF WAIVER. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article XIII as hereinabove set forth as to any sale, conveyance, lease, devise or transfer have been met by the condominium unit owner or duly waived by all the members by the Board, and that the rights of the Board and any other unit owners hereunder have as to such particular sale, conveyance, lease, devise or transfer terminated, shall be conclusive upon the Board and the condominium unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 13.6. FUNDING ACQUISITIONS. Except upon unanimous approval of all of the voting owners in person or by proxy in any such duly called special or regular meeting, the funds with which to pay the cost of any such appraisal and to purchase any unit ownership or interest therein or the leased rights therein shall not come out of the general maintenance fund nor be considered a common expense of the condominium, but shall be paid by those condominium unit owners whose voting owners vote for the exercise of such right by the Board, in the same percentage as their respective percentage interest as set forth in Section 3.1 of Article III herein, bears to the total percentage of all owners voting in the affirmative for such appraisal or exercise, as the case may be. Provided, however, whenever the voting owners attending, in person or by proxy, any duly called special or general meeting unanimously approved by the Board's exercise of any option hereunder, acquisition of such condominium unit ownership or any interest therein under the provisions of this Article shall be made from the general maintenance fund, and in the event such fund be insufficient, the Board shall levy an assessment against each condominium unit owner in proportion to his (their) ownership in the common elements, which assessment shall become a lien and be enforceable in the same manner as provided in Section 11.7 of Article XI hereinabove. The Board, in its discretion, may borrow money to finance the acquisition of any condominium unit so authorized by such unanimous consent of the voting owners attending such meeting in person or by proxy; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other

than the condominium unit ownership or interest therein so to be acquired.

Section 13.7. TITLE TO INTEREST ACQUIRED UNDER EXERCISE OF OPTION; DISTRIBUTION OF PROCEEDS FROM DISPOSITION. Condominium ownerships or interests therein acquired pursuant to the terms of this Article shall be sold of record in the name of the Board of Managers, in their capacity as such, or such nominee as they shall designate, for the benefit of all the unit owners if such acquisition was made by unanimous consent of the voting owners attending (in person or by proxy) such duly called general or special meeting, or for the benefit of the unit owners in behalf of whom the Board is making acquisition as above provided, as the case may be. Said condominium unit ownerships or interests therein shall be resold or leased by the Board for the benefit of the unit owners contributing to such acquisition as in Section 13.6 hereinabove provided; and the proceeds of any such sale or lease shall, where any such exercise is with such unanimous consent of the voting owners, be deposited in the general maintenance fund and may thereafter be disbursed at such time, and in such manner as the Board may determine, or if such exercise was by less than unanimous consent, the proceeds of any such resale or lease shall be disbursed among those condominium unit owners whose voting owner voted in favor of the exercise thereof, such distribution to be made in the same percentage as such unit owner's interest bears to the total interest of all owners voting in favor of such acquisition.

**ARTICLE XIV
DAMAGE, DESTRUCTION AND RECONSTRUCTION**

Section 14.1. USE OF INSURANCE PROCEEDS. Should any portion of the condominium for which insurance is required by this declaration be damaged or destroyed, it shall be repaired or replaced promptly by the association unless (1) a condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) 80% of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damage, common element shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, (2) the insurance proceeds attributable to the units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated and (3) the remainder of the proceeds shall be distributed to all the unit owners or lienholders as their interest may appear in proportion to the common element interests of all units. If the unit owners vote not to rebuild any unit,

that unit's allocated interests are automatically reallocated on vote as if the unit had been condemned under subsection 1 of Section 448.1-107 RSMo., and the association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this section, Section 448.2-118 RSMo. governs the distribution of insurance proceeds if the condominium is terminated.

**ARTICLE XV
BREACHES**

Section 15.1. REMEDIES, ABATEMENT. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein, shall give the Board the power to enter upon the land or condominium unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting condominium unit owner or owners, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Declarant, its successors and assigns, nor the Board or any of their agents, employees, servants and representatives, shall be deemed guilty in any manner of trespassing.

Section 15.2. LEGAL PROCEEDINGS, INVOLUNTARY SALE FOR FAILURE TO ABATE OR CORRECT. In addition to the above rights and powers of the Board set out in Section 10.8 hereof, if any condominium unit owner, either by his own conduct or by the conduct of any other occupant of his condominium unit, shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for 30 days after notice in writing from the Board, or shall occur repeatedly during any 30 day period after written notice or required by the Board to cure such violation, then the Board shall have the power to issue to the defaulting condominium unit owner a ten (10) day notice in writing to terminate the rights of said defaulting condominium unit owner to continue as a unit owner and to continue to use, occupy or control his (their) condominium unit and thereupon an action in equity may be filed by the Board against the defaulting unit owner, either (a) for a decree of mandatory injunction against the unit owner or occupant to cure such default, subject to the prior written consent of any qualified lender who as mortgagee has a security interest in the unit ownership of the defaulting condominium unit owner, which consent shall not be unreasonably withheld, or, in the alternative (b) for a decree declaring the termination of the defaulting condominium unit owner's right to occupy, use or control the unit owned by him (them) on account of the breach of such covenant, and ordering that all right, title and interest of the unit owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale

upon such notice and terms as the Court shall establish, except that the court shall enjoin or restrain the defaulting unit owner from reacquiring his (their) interest in such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting unit owner in said decree. The balance of the proceeds remaining, if any, after satisfaction of such charges and any unpaid assessments hereunder and any other liens against such ownership interest, may be paid to the condominium unit owner. Upon the confirmation of such sale, the purchase thereof shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit and may apply to the court for a writ of execution for the purpose of acquiring such possession; and it shall be a condition of any such sale and the decree shall so provide, that the owner shall take the interest in the property sold subject to this Declaration and the terms, provisions and restrictions herein contained, and the purchaser shall become the condominium unit owner in the place and stead of the defaulting unit owner.

**ARTICLE XVI
AMENDMENT, TERMINATION**

Section 16.1. ADDITIONAL UNITS. Each initial unit owner and each subsequent unit owner agrees by the acceptance of a deed to the unit that at anytime within twenty (20) years hereof such unit owner will consent to a change in the Declaration, the Plat and By-Laws to permit the addition, deletion or alteration of units to the parcel herein described, and constitutes and appoints the Developer such owner's lawful attorney-in-fact for a period of twenty (20) years hereof to execute and record any amendments to the Declaration, the Plat and the By-Laws to include an additional parcel or parcels or to delete any parcel or portion thereof or to change the number of units or to change the size or dimension of any unit owned by the Developer, its successors or assigns, and to amend the percentage of ownership interests in the Common Elements allocated to each unit by virtue of such additions or deletions or changes in the number of units or changes in the size or dimension of any unit owned by the Developer, its successors or assigns. Parcels separated only by roads or right-of-ways shall be deemed contiguous.

Section 16.2. ADDITIONAL INSTRUMENTS. Each unit owner agrees to execute whatever instruments may be reasonably necessary to effect the amendments described in this Article XVI.

Section 16.3. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended only in accordance with the procedures specified in Section 448.2-117 of the Act, the other sections of the Act referred to in said Section 448.2-117, and the express provisions of this Declaration and the Bylaws.

(b) No amendment shall be made to this Declaration during the period of time in which Developer continues to control the Association, as provided in Section 12.4 of Article XII of this Declaration, without the express written consent of Developer. No amendment to this Declaration shall diminish or impair any right of Developer under this Declaration without the prior written consent of Developer. No amendment may modify this provision or the rights of any Person hereunder. Except as specifically provided in this Declaration or the Act, no provision of this Declaration shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of mortgagees.

(c) Notwithstanding any other provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Developer or the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Declaration or Bylaws that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence and by the provisions of the Act. Each amendment of the type described in this paragraph shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more Officers of the Executive Board.

Section 16.4. ADDITIONAL COMMON ELEMENTS. Additional common elements may be added by the Declarant and if accepted by a majority of the Association shall become a part of the existing common elements and considered as accepted by the existing unit owners and lenders.

ARTICLE XVII RESERVATIONS BY DEVELOPER

Notwithstanding any other provisions of this Declaration, the Developer, for itself, successors, assigns, lessees and licensees, reserve unto itself, or grants unto itself if such be necessary to

effectuate the same, the following rights, privileges and interests:

Section 17.1. Within any recreational area designated or to be designated on plats of any part of the Summer Place at the Lake Condominium or along the lake frontage, Developer shall have the right to operate commercial operations including, but not limited to, restaurants and marinas. Developer may construct any buildings or facilities needed for such operations within the recreational areas or on the lake frontage and shall have, together with their invitee, full rights of ingress and egress across said recreational areas by vehicle and on foot; shall be considered as being the full fee owners of the property where such operations are located; may later remove such buildings or structures from the premises; and may freely mortgage the complete fee interest of said property where such operations are located without the necessity of securing the consent of anyone. Developer shall have the exclusive right to construct and operate marina or restaurant facilities within the subdivision or along the lake frontage adjacent thereto, but Developer shall not be under any obligation to construct or operate such facilities and such facilities need not be built. If any such commercial activity is commenced, it shall, however, not be allowed to become a nuisance and shall be subject to the requirements of proper maintenance herein contained which are applicable to other buildings or structures within the subdivision. No such buildings or structures which may be built by the Developer shall be constructed at a place which destroys any existing recreational structure unless the Developer rebuilds such recreational structure in another similar location at no cost to the Board of Managers. Developer shall be responsible for any property taxes attributable to such commercial buildings or operations.

Section 17.2 GENERAL RESERVATIONS.

(a) The property shall be subject to a perpetual easement to the Executive Board and to the Managing Agent, and to their respective successors and assigns, for ingress and egress, to perform their obligations and duties as required by this Declaration and the Bylaws, or any amendment or supplement thereto.

(b) No riparian rights in the Lake of the Ozarks shall be deemed to be conveyed to any Unit Owner with the deed to any Unit in this Condominium. Any riparian rights shall ultimately belong to the Association.

Section 17.3. SEWER SYSTEM.

(a) Rights, powers and duties of the Association. Developer may, but is not obligated to convey to the Association the sewer system, at Developer's sole option and discretion. If Developer

does convey, then from and after conveyance of the Sewer System by Developer to the Association, the Association shall have the following rights, powers and duties in regard to the Sewer System:

(1) The Association shall construct, maintain, operate, repair, improve, and regulate the use of the Sewer System. In connection with such construction, maintenance, operation, repair, improvement and regulation of the sewer system, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 244, RSMo, and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and all other provision of law, federal, state and local, as such may exist from time to time.

(2) The Association shall provide to all Owners in the Property the right and advantage of connection with such Sewer System for the collection, treatment and disposal of sewage and wastewater, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulations as may be prescribed by the Association, such rules and regulations to be uniform in application to all Owners.

(3) The Association may acquire for addition to the Sewer System any sewage treatment facilities, properties, and improvements of the type described in this Declaration which are located outside the property described in Exhibit "A", and may permit any property and improvements located outside the property to be connected to the Sewer System, provided that all such assets which are acquired for addition to the Sewer System and all such property and improvements which are permitted to be connected to the Sewer System shall be made subject to all the terms, conditions and restrictions of this Declaration and the rules and regulations of the Association promulgated pursuant thereto.

(4) The Association is empowered, subsequent to such time as Developer may transfer and convey the Sewer System to the Association, to transfer and convey to any public authority, municipal corporation, or private corporation certified by the Public Service Commission of Missouri, said Sewer System, either with or without money consideration therefore, and such conveyance shall become mandatory and shall be made by the Association as soon as practicable, subject to the approval of the Commission, when any such public authority, municipal corporation, or private

corporation certified by the Public Service Commission becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, operation, repair, improvement and regulation of the Sewer System.

(5) The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair and improvement of the Sewer System, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining the Sewer System.

(6) The Executive Board shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the Sewer System. Said rules and regulations shall not conflict with the Missouri Clean Water Law and regulations promulgated pursuant thereto.

(7) The Executive Board shall be authorized from time to time to employ such agents, servants and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the Sewer System and the operation thereof.

(8) The Executive Board shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair and improvement of the Sewer System.

(9) The Executive Board, its successors and assigns, shall be authorized to establish a perpetual easement in gross for ingress and egress, to perform its obligations and duties as required herein. Should it be necessary to enter a unit to repair a common element or sewer facility, agents and workmen shall be entitled to entrance therein for this limited purpose only, however, a Unit Owner may request evidence in writing from the Executive Board of such authority.

(b) Connection to the Sewer System. All Units shall be connected to the Sewer System, and no Unit may be occupied unless so connected to the Sewer System. No septic tank, cesspool, outhouse or other means of disposal of sewage on an individual unit may be used in the Condominium.

(c) Duty to Maintain, Repair and Improve. If the Sewer System shall at any time requires maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs, subject to the restrictions on borrowing set forth in Section 10.1(h) of Article X of this Declaration and in the Bylaws.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.1. EFFECTIVE COVENANTS. Each grantee of Declarant, its successors and assigns, by the acceptance of a deed or conveyance, and each purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property and shall inure to the benefit of such condominium unit owner in like manner as though the provision, terms and restrictions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 18.2. WAIVER. No covenant, restriction, condition or provision of this Declaration and in these By-Laws shall be deemed the same at any time, irrespective of the number of violations or breaches which may occur.

Section 18.3. SAVINGS CLAUSE. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration and By-Laws or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the other By-Laws herein contained, as the case may be.

Section 18.4. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances, be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

Section 18.5. The provisions of this Declaration shall be in addition and supplemental to the Uniform Condominium Act of the State of Missouri, and to all other provisions of law.

Section 18.6. The headings and captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration or any provision herein contained.

Section 18.7. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer/Declarant, has caused this instrument to be executed this 14 day of September, 1999.

WEST SHORE DEVELOPMENT, INC.

BY: Judy Johnson
JUDY JOHNSON, Vice-President

STATE OF MISSOURI |
 |
 |
COUNTY OF CAMDEN |

On this 14 day of September, 1999, before me personally appeared, Judy Johnson to me personally known to be Vice-President of West Shore Development, Inc., and to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same upon the authority of the corporation's board of directors and as the free act and deed of said corporation.

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

Judy A Taylor
Notary Public
JUDY A TAYLOR
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. AUG. 23, 2001



Commission expires: August 23, 2001

IN THE RECORDER'S OFFICE

STATE OF MISSOURI)
) SS
County of Camden)

I, _____, Recorder of said County, do hereby certify that the within instrument of writing was on the _____ day of _____ A.D. 19____, at _____ o'clock _____ minutes _____ M., duly filed for record in this office, and is recorded in the Records of this office, in Book _____, Page _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Camdenton, Missouri, this _____ day of _____, 19____.

Recorder.

By: _____
Deputy.

EXHIBIT A

Legal Description of Real Estate

All of Lot 5 of Summer Place on the Lake Condominium Subdivision a Subdivision in Camden County, Missouri.

EXHIBIT B

BYLAWS OF

SUMMER PLACE ON THE LAKE CONDOMINIUM OWNERS' ASSOCIATION, INC.

A MISSOURI NOT FOR PROFIT CORPORATION

ARTICLE I. GENERAL

1.1 Name: The name of the corporation shall be The Summer Place on the Lake Condominium Owners' Association, Inc., hereinafter referred to as the "Association".

1.2. Condominium Principal Office: The principal office of the Association shall be at the Property or at such other place as may be subsequently designated by the Executive Board of the Association. All books and records of the Association shall be kept at the principal office of the Association.

1.3. Definitions: All terms which are used herein shall have the same definitions as set forth in Article I of the Summer Place on the Lake Declaration of Condominium (the "Declaration").

ARTICLE II. DIRECTORS

2.1. Term and Number: The affairs of the Association shall be managed by an Executive Board (the "Board"), which shall consist of not less than three (3) directors. Directors need not be members of the Association. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors term shall be three years except the first time the directors are selected, the terms shall be staggered so that one director is chosen at each annual meeting, or until his successor shall be elected and shall qualify.

2.2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term of the office vacated. If the number of directors falls below the minimum provided for in these Bylaws, a special members meeting shall be called for the purpose of filling such vacancies in the Board.

2.3. Removal: Directors may be removed from office with or

without cause by a two-thirds vote of the membership of the Association.

2.4. First Executive Board: The initial Executive Board shall consist of Jon Kirtley, Judy Johnson and Larry Clark, who shall hold office and exercise all powers of the Board of Directors until the first meeting at which the members of the Association are entitled to elect a director; provided however, that any or all of the initial directors shall be subject to replacement by the Developer in the event of resignation or death as above provided.

2.5. Powers: The property and business of the Association shall be managed by the Executive Board, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board shall specifically include:

2.5.1. To estimate the cost of the expenses of administration, maintenance and repair of the common elements and of all exterior portions of the improvements and property, and after determining the amount required annually for such purposes to determine the manner in which such amount shall be collected and paid to the general maintenance fund to be held, managed and administered by the Board.

2.5.2. To provide water, water sewage, waste removal and treatment, gas, electricity and telephone, and other necessary utility services for the common elements and facilities.

2.5.3. To obtain insurance for the property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of common elements (including the personal property therein and thereon owned by the condominium) and the condominium units. The insurer shall acknowledge on the policy or policies it issues to the Board that the insurance issued thereunder insures the condominium units and the common elements for their full insurable replacement value. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Managers, as Trustee for each of the condominium unit owners and their respective mortgages as their interests may appear, in the percentages established in the Declaration. Premiums for the insurance shall be common expenses. The amount of such insurance coverage shall be reviewed at each annual

meeting of the condominium unit owners and shall be in an amount sufficient to cover the cost of reconstruction as determined by the vote of a majority of the condominium unit owners through their voting owners.

2.5.4. To obtain a policy or policies of insurance, insuring members of the Board, their agents, servants, representatives, employees, and the owners of the condominium units, against any liability to the public or to the owners, their invitees, tenants and any other persons who may be on the condominium property for any reason whatever, in the use of any common elements, the liability under which insurance shall not be less than \$100,000.00 for any one person injured, \$300,000.00 for any one accident and \$50,000.00 for property damage, the amount of which limitation shall be reviewed at least annually by the Board who may raise the same at their discretion. The Board is further authorized to purchase policies of workmen's compensation insurance to the extent necessary to comply with Missouri law. Premiums for all such insurance policies shall be common expenses to be paid from the general maintenance fund.

2.5.5. To furnish upon request of any condominium unit owner and payment of a reasonable fee therefor, a statement of the owner's account setting forth the amount of any unpaid assessments, whether general or special, or other charges; to keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, whether general or special, and to make such records available for examination by the condominium unit owners at all reasonable times.

2.5.6. In the event the Declarant wishes to relinquish the special declarant right to maintain management offices for the purpose of managing said condominium as is provided for by the Declaration, and from time to time as they may determine, to select a manager or managing agent for the purposes designated in Sections 10.8(f) and 10.9 of the Declaration and to agree upon the compensation to be paid to such manager or managing agent, if any, the amount thereof to be added to and be a part of the common expenses and paid out of the general maintenance fund and that the choice of selecting said manager or managing agent, shall not be limited and the Board may in its discretion select as

the manager or managing agent, the developer's successors, assigns or any of its or their affiliates, or any condominium owner or owners.

2.5.7. To retain and from time to time to contract for the services of attorneys and accountants.

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

2.5.9. To provide a manner for estimating the amount of the annual budget and the manner of assessing and collecting from the condominium unit owners their respective shares of the estimated expenses and of all other expenses lawfully agreed upon by a majority of the voting owners at any meeting of unit owners called and conducted as provided in Article XII of the Declaration.

2.5.10. To establish, grant and dedicate easements for public, quasi-public and private utilities in addition to any shown on the plat, in, over and through any of the common elements (excepting therefrom any balcony, porch, patio, stairway or attached storage locker), and to construct and maintain any utility service where the same is not otherwise readily available to the property or the condominium unit owners. Any such utility service carried on and supplied by the Board under the terms hereof may, in the Board's discretion, be charged (on a uniform basis) to each particular condominium unit consuming the same where separately metered, to be treated in such case as a special assessment against such unit, otherwise such service to be paid from out of the general maintenance fund.

2.5.11. To contract with others for the use of recreational facilities for the benefit of unit owners.

2.5.12. To extend the use of any pool(s), sewer system(s) and laundry room facilities to the owners of other property owned by the Developer.

2.6. Meetings of the Executive Board:

2.6.1. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which the Board is elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as, and immediately after the adjournment of, the annual meeting of members of the Association.

2.6.2. Special meetings of the Board shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least ten (10) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

2.6.3. A quorum for the transaction of business is deemed present throughout any meeting of the Board if persons entitled to cast 50% of the votes on that Board are present at the beginning of the meeting. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

2.7. Transfer of Association Control:

2.7.1. Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a member or members of the Executive Board of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

ARTICLE III. OFFICERS

3.1. Executive Officers: The executive officers of the Association shall be a President, Treasurer and Secretary all of who shall be elected annually by the Board.

3.2. Subordinate Officers: The Board may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Executive Board and have such authority and perform such duties as from time to time may be

prescribed by said Board.

3.3. Initial Officers: The initial officers of the Association shall be the individuals named in the Articles of Incorporation of the Association. The initial officers shall serve until replaced by the Board at its first meeting following the first meeting at which the members of the Association are entitled to elect a director.

3.4. Tenure of Officers; Removal: Officers shall be elected by the Executive Board at the first meeting of each Board newly elected by the membership of the Association and shall serve annually; provided however, that all officers and agents of the Board shall be subject to removal, with or without cause, at any time, by action of the Executive Board.

3.5. Vacancies: If the office of President, Secretary or Treasurer, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote shall choose a successor or successors who shall hold office for the unexpired term.

3.6. Resignation: Any director or officer may resign his office at any time by instrument in writing. Resignations shall take effect from the time of receipt by the Association unless some other time be fixed in the resignation. The acceptance of a resignation shall not be required to make it effective.

3.7. The President: The President shall:

3.7.1. Act as presiding officer at all meetings of the Association and of the Executive Board.

3.7.2. Call special meetings of the Executive Board and of members.

3.7.3. Sign all checks, contracts, promissory notes, deeds and other instruments on behalf of the Association, except those which the Executive Board specifies may or shall be signed by other persons.

3.7.4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Executive Board are carried out.

3.7.5. Appoint committees and be ex officio member of all committees, and render an annual report at the annual meeting of members.

3.8. The Secretary: The Secretary shall:

3.8.1. Attend all regular and special meetings of the members of the Association and the Executive Board and keep all records and minutes of proceedings thereof or cause the same to be done.

3.8.2. Have custody of the corporate seal and affix same when necessary or required.

3.8.3. Attend to all correspondence on behalf of the Executive Board prepare and serve notice of meetings, and keep membership books.

3.8.4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the board.

3.8.5. Have custody of the minute book of the meetings of directors and members which minute book shall be at all times be available at the office of the Association for the information of directors and officers, and act as transfer agent to record transfers and rules and regulations in the Association's books.

3.9. The Treasurer: The Treasurer shall:

3.9.1. Receive such monies as shall be paid into his hands for the accounts of the Association, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited.

3.9.2. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver such books to his successor. He shall prepare at least annually financial statements, which shall be available to the members of the Association.

3.9.3. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Executive Board. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Executive Board.

ARTICLE IV. FIDELITY BONDS

All officers and directors of the Association who control or disburse funds of the Association may have such fidelity bonds as may be required by the Board. The costs thereof, if any, paid by the Association.

ARTICLE V. COMPENSATION

The officers and Executive Board of the Association shall not be entitled to any fees or compensation for their services as officers or directors, but shall be reimbursed their expenses in performance of the Association's business.

ARTICLE VI. MEMBERSHIP

6.1. Definition: Each Unit owner shall be a member of the Association, and membership in the Association shall be limited to owners of units in the Condominium.

6.2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's Condominium unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration and shall become effective only upon the recording of a deed to the condominium unit.

ARTICLE VII. MEETINGS OF MEMBERSHIP

7.1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated by the Executive Board.

7.2. Annual Meeting:

7.2.1. The annual meeting shall be held on the first Sunday in October of each year, at a time to be designated by the Executive Board, for the purpose of electing directors, approving an annual budget for the coming year, and transacting any other business authorized to be transacted by the members.

7.2.2. Written notice of the annual meeting shall be not less than ten nor more than sixty days in advance and be hand delivered, sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit

owner as appears on the books of the Association, at least sixty (60) days prior to the meeting and a notice of such meeting shall be posted at a conspicuous place on the condominium property at least ten (10) days prior to said meeting. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature if any proposed amendment to the Declaration or Bylaws, any budget change, and any proposal to remove a director or officer.

7.3. Special Meetings:

7.3.1. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-fifth (1/5) of the members. Such request shall state the purpose or purposes of the proposed meeting.

7.3.2. Written notice of a special meeting shall be the same as required for the annual meeting.

7.3.3. Business transacted at any special meeting shall be confined to the objects stated in the notice thereof.

7.4. Quorum: A quorum for the transaction of business is deemed present throughout any meeting of the association of persons entitled to cast 20% of the votes which may be cast for election of the Board members which are present in person or by proxy at the beginning of the meeting.

7.5. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Declaration, Missouri Statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

7.6. Voting Rights: If only one of the multiple owners of a unit is present at a meeting of the association, he is entitled to cast all votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is a majority agreement if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the owner or owners of the unit.

7.7. Voting by Proxy: Votes allocated to a unit 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 a protest to the casting of votes by the other members of the unit through a duly executed proxy. No unit owner may revoke a proxy given pursuant to a 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.

7.8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Missouri Statutes or the Articles of Incorporation or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote consent in writing to such action being taken without a meeting.

ARTICLE VIII. NOTICES

8.1. Definition: Whenever the provisions of the Missouri Statutes, the Articles of Incorporation or these Bylaws require notice to be given to any directors or members, it shall not be construed to mean personal service, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

8.2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the Missouri Statutes, the Articles of Incorporation, or these Bylaws, a waiver of notice, in writing and signed by the person or persons entitled to such notice, whether executed before or after the time for notice stated herein, shall be deemed the equivalent thereof.

ARTICLE IX. FINANCES

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

9.2. Checks and Bank Accounts: The funds of the Association shall be deposited in one or more Association bank accounts established by resolution of the Executive Board. Association funds shall be used only for Association purposes. All checks, demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or

Treasurer, or by such other officers or persons as the Executive Board may from time to time designate.

9.3. Annual Budget: The Association shall adopt the Association's annual budget or common expenses at a duly called meeting of the Association. The Executive Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to each unit owner prior to the meeting at which the budget will be considered.

The Executive Board may propose a budget to the unit owners at a meeting of the members or by writing, and if such budget or proposed budget be approved by a majority of the unit owners present in person or by proxy at the meeting or by a majority of their whole number in writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Executive Board be recalled under the provisions of this section.

9.4. Assessments;

9.4.1. Assessments shall be handled by the Association as provided for in Article XI of the Declaration.

9.4.2. Notwithstanding anything in these Bylaws or the Declaration which authorizes expenditures by the Board, no expenditures for the improvement of the Common Elements exceeding \$10,000.00 per item or occurrence shall be made without the specific approval of the membership, except for the repair of the condominium property due to casualty loss.

ARTICLE X. AMENDMENT

10.1. Amendment Procedure: These Bylaws may only be altered or amended at duly called meetings of the members provided that:

10.1.1. Notice of the meeting shall contain a statement of the proposed amendment.

10.1.2. The amendment shall require approval by the affirmative vote of not less than two-thirds (2/3) of the voting membership of the Association.

10.1.3. Said amendment shall be evidenced by a certificate executed by an officer of the Association with the formalities of a deed. The certificate shall contain the recording data of the Declaration and shall be recorded in the Public Records of Camden County,

Missouri.

10.1.4. No amendment shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee without such mortgagee's consent.

10.1.5. Notwithstanding anything above to the contrary, until one year after the Developer has sold all units in the condominium, there shall be no amendment of these Bylaws without the written approval of the Developer. This paragraph may only be amended with the written approval of the Developer.

10.1.6. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaw to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment stating: "substantial rewording of Bylaw ___ for present text."

ARTICLE XI. RULES AND REGULATIONS

11.1. Adoption by Board: The Executive Board may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the operation, use, maintenance, management and control of Condominium units, the common elements and facilities of the condominium and any other facilities or services made available to unit owners. Copies of such rules and regulations shall be furnished to each unit owner prior to the time same becomes effective.

ARTICLE XII. MISCELLANEOUS

12.1. Gender and Number: Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context so requires.

12.2. Validity: If any provision of these Bylaws or any rule

or regulation adopted pursuant to these Bylaws shall be judged invalid or unenforceable at law or in equity, such fact shall not affect the validity or enforceability of any other Bylaws provision, rule or regulation.

12.3. Conflict: In the event any conflict between the provisions hereof and the Articles of Incorporation, the Articles shall control. In the event of any conflict between the provisions hereof and the Declaration, the Declaration shall control. In the event of any conflict between the provisions hereof and the Missouri Uniform Condominium Act, said Act shall control.

The foregoing provisions were adopted as the Bylaws of the Summer Place on the Lake Condominium Owners' Association, Inc., a not for profit Missouri corporation, under the laws of the State of Missouri, at a duly noticed meeting of the Executive Board of the Association, at which all Directors were present, by the unanimous vote of the Directors on the 14 day of September 1999.

SUMMER PLACE ON THE LAKE
OWNERS' ASSOCIATION, INC.


JUDY JOHNSON
Vice-President

STATE OF MISSOURI 1
 ss
COUNTY OF CAMDEN 1

On this 14 day of September, 1999, before me personally appeared, Judy Johnson to me personally known to be Vice-President of West Shore Development, Inc., and to be the person described in and who executed the foregoing instrument and acknowledged that She executed the same upon the authority of the corporation's board of directors and as the free act and deed of said corporation.

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




Notary Public

My Commission expires: August 23, 2001

JUDY A TAYLOR
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. AUG. 23, 2001

EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDING 5

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
501	3049	DECK A,C	18.10
502	1950	DECK E	11.58
503	1950	DECK G	11.58
504	1950	DECK I	11.58
505	2800	DECK B,D	16.62
506	1715	DECK F	10.18
507	1715	DECK H	10.18
508	1715	DECK J	10.18
BUILDING SQUARE FOOT TOTALS			16844

EXHIBIT D

Real Estate that may be added to Condominium

All of the following described land lying above contour elevation 662 feet: That part of the South Half of the Northwest Quarter and that part of the North Half of the Southwest Quarter, all in Section 8, Township 39 North, Range 17 West, Camden County, Missouri, described as follows: From the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 8, run North along the West line of the Southwest Quarter of the Northwest Quarter, 475.42 feet to a 3/8 inch iron pin at a point intersecting the centerline of a road 40.0 feet wide and the Northwest corner of Pflumm Point, a subdivision of record in the Office of the Recorder of Deeds, Camden County Records Office; thence North 78 degrees 01 minute 11 seconds East along the said centerline, 36.0 feet to a spike at the point of beginning; thence continuing North 78 degrees 01 minute 11 seconds East along the said centerline, 160.34 feet to a spike; thence South 84 degrees 58 minutes 39 seconds East along the said centerline, 329.93 feet to a spike at the Northeast corner of said Pflumm Point; thence departing the said centerline, South 11 degrees 31 minutes 22 seconds East along the East line of said Pflumm Point, 493.82 feet (Plat = 493.95 feet) to an existing iron pin at the 662 foot contour line of the Lake of the Ozarks; thence departing said Pflumm Point in a counterclockwise direction along the said 662 foot contour on the following courses and distances: South 54 degrees 22 minutes 43 seconds East, 83.49 feet to a spike; thence South 81 degrees 07 minutes 49 seconds East, 80.16 feet to a spike; thence South 87 degrees 12 minutes 24 seconds East, 28.23 feet to a spike; thence North 78 degrees 23 minutes 45 seconds East, 63.97 feet to a spike; thence North 64 degrees 52 minutes 35 seconds East, 95.66 feet to a spike; thence North 56 degrees 21 minutes 08 seconds East, 146.04 feet to a spike; thence North 75 degrees 23 minutes 46 seconds East, 64.23 feet to a spike; thence South 82 degrees 56 minutes 04 seconds East, 88.64 feet to a spike; thence North 88 degrees 57 minutes 03 seconds East, 250.70 feet to a spike; thence North 88 degrees 50 minutes 07 seconds East, 94.00 feet to a spike; thence North 83 degrees 39 minutes 33 seconds East, 61.08 feet to a spike; thence North 72 degrees 39 minutes 15 seconds East, 59.38 feet to a spike; thence North 51 degrees 43 minutes 34 seconds East, 67.65 feet to a concrete seawall; thence continuing in a counterclockwise direction along the said concrete seawall on the following courses and distances: South 69 degrees 27 minutes 07 seconds East, 6.60 feet to a concrete nail; thence North 20 degrees 32 minutes 53 seconds East, 16.87 feet to a concrete nail; thence North 01 degree 55 minutes 23 seconds East, 14.84 feet to a concrete nail; thence North 13 degrees 29 minutes 01 second West, 29.62 feet to a concrete nail; thence North 22 degrees 20 minutes 17 seconds West, 24.76 feet to a concrete nail; thence North 29 degrees 44 minutes 23 seconds West, 20.89 feet to a concrete nail; thence North 29 degrees 31 minutes 02 seconds West, 44.39 feet to a concrete nail; thence North 32 degrees 16 minutes 08 seconds West, 47.82 feet to a concrete nail; thence North 38 degrees 35 minutes 18

seconds West, 30.38 feet to a concrete nail; thence North 41 degrees 07 minutes 56 seconds West, 39.07 feet to a concrete nail; thence North 46 degrees 29 minutes 08 seconds West, 43.08 feet to a concrete nail; thence North 41 degrees 13 minutes 20 seconds West, 45.99 feet to a concrete nail; thence North 31 degrees 13 minutes 43 seconds West, 51.32 feet to a concrete nail; thence North 25 degrees 09 minutes 43 seconds West, 16.87 feet to a concrete nail; thence North 19 degrees 25 minutes 32 seconds West, 38.53 feet to a concrete nail; thence North 16 degrees 49 minutes 31 seconds West, 26.20 feet to a concrete nail; thence North 33 degrees 20 minutes 53 seconds West, 12.0 feet to a concrete nail; thence North 40 degrees 49 minutes 58 seconds West, 37.08 feet to a concrete nail; thence North 32 degrees 34 minutes 29 seconds West, 63.65 feet to a concrete nail at the Southeasterly corner of a tract of land conveyed to Jim A. and Loetta C. Larsen, per deed of record in Warranty Deed Book 437, Page 420, Camden County Recorder's Office; thence departing the said concrete scawall, South 88 degrees 45 minutes 56 seconds West along the Southerly line of said Larsen tract, 92.93 feet (Deed = 94.16 feet) to an existing iron pin; thence continuing South 68 degrees 45 minutes 56 seconds West along the Southerly line of said Larsen tract, 20.03 feet to a #40 nail at the centerline of a 40 foot wide road, said point being at the Southwest corner of said Larsen tract; thence departing said centerline, run South 89 degrees 22 minutes 02 seconds West 293.70 feet to a point on the centerline of a 30 foot wide roadway; thence run along said centerline, North 34 degrees 03 minutes 00 seconds West, 176.40 feet; thence increasing in width of road to 40.0 feet wide on the following courses and distances, continue North 34 degrees 03 minutes 00 seconds West, 81.08 feet; thence Northwesterly on a curve to the left, having a radius of 100.0 feet, an arc distance of 71.45 feet; thence North 74 degrees 59 minutes 18 seconds West, 29.12 feet; thence Westerly on a curve to the left, having a radius of 325.0 feet, an arc distance of 80.27 feet; thence North 89 degrees 08 minutes 20 seconds West, 175.54 feet to a spike; thence South 87 degrees 12 minutes 05 seconds West, 194.06 feet; thence Southwesterly on a curve to the left, having a radius of 140.0 feet, an arc distance of 98.03 feet; thence South 47 degrees 05 minutes 00 seconds West, 106.64 feet; thence Southwesterly on a curve to the left, having a radius of 350.0 feet, an arc distance of 122.86 feet; thence South 26 degrees 58 minutes 13 seconds West, 206.39 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the above described land which lies within the road right of way.

FURTHER EXCEPTING THEREFROM All of lot 5 of Summer Place on the Lake Condominium Subdivision, a subdivision in Camden County, Missouri.

Subject to all restrictions, reservations, conditions and easements of record and to all existing roads and power lines, whether of record or not.

BOOK 0485 PAGE 0146

S, Missouri, County of Camden, SS
FILED FOR RECORD
This 15 day of Sept. 19 99
at 3:02 O'clock P. M. and is now
Recorded in BOOK 485 PAGE 146
DONNIE SNELLING
RECORDER CAMDEN COUNTY, MO
Donnie Snelling
DEPUTY
MWC 222⁰⁰



Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A0.15
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:15:56 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 487 Page 574** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



DO NOT REMOVE THIS PAGE

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
SUMMER PLACE ON THE LAKE CONDOMINIUM
OWNER'S ASSOCIATION, INC.**

WHEREAS, Article II, Section 1 of the By-Laws of Summer Place on the Lake Condominium Owner's Association, Inc. heretofore provided as follows:

2.1. Term and Number. The affairs of the Association shall be managed by an Executive Board (the "Board"), which shall consist of not less than three (3) directors. Directors need not be members of the Association. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors' term shall be three years except the first time the directors are selected, the terms shall be staggered so that one director is chosen at each annual meeting, or until his successor shall be elected and shall qualify; and

WHEREAS, more than two-thirds (2/3) of the membership of the Association has approved an amendment to the By-Laws; and

WHEREAS, a special meeting of the membership was called by the President pursuant to the provisions of Article 7.3.1 of the By-Laws for the purpose of amending Article 2.1 thereof so that said provision will conform with Section 10.2 of the Condominium Declaration; and

WHEREAS, notice of said special meeting of the membership was given pursuant to the provisions of Articles 7.2.2 and 7.3.2 of said By-Laws; and

WHEREAS, Article 2.1 of the By-Laws was amended to read as follows:

2.1. Term and Number. The affairs of the Association shall be managed by an Executive Board (the "Board"), which shall consist of not less than three (3) members, at least a majority of whom shall be unit owners. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors term shall be three years except the first time the directors are selected, the terms shall be staggered so that one director is chosen at each annual meeting, or until his successor shall be elected and shall qualify.

IN WITNESS WHEREOF, the Vice-President of Summer Place on the Lake Condominium Owner's Association, Inc. has caused this Certificate to be executed this 29 day of October, 1999.

SUMMER PLACE ON THE LAKE
CONDOMINIUM OWNER'S ASSOCIATION, INC.

Attest:

Judy Johnson
Secretary

By: Jon Kirtley
Vice-President
JON KIRTLEY

West Shore Development, Inc., Developer, pursuant to Article 10.1.5 of the By-Laws of the Summer Place on the Lake Condominium Owner's Association, Inc., hereby approves the hereinabove stated amendment to the By-Laws.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice-President

STATE OF MISSOURI]
] ss
COUNTY OF CAMDEN]

Now on this 29 day of October, 1999, before me appeared Jon Kirtley to me personally known, who being by me duly sworn, did say that he is the Vice-President of Summer Place on the Lake Condominium Owner's Association, Inc., a Missouri not for profit corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Jon Kirtley acknowledged said instrument to be the free act and deed of said corporation.

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

Ronald Carpenter
Notary Public



RONALD K. CARPENTER
NOTARY PUBLIC - STATE OF MISSOURI
COMMISSIONED IN CAMDEN COUNTY
MY COMMISSION EXPIRES MAY 29 - 2002

BOOK 0487 PAGE 0574

S. Missouri, County of Camden, SS

FILED FOR RECORD

This 29 day of Nov, 1999
at 11:58 O'clock P.M. and is now
Recorded in BOOK 487 PAGE 574

DONNIE SNELLING
RECORDER CAMDEN COUNTY, MO.

Donnie Snelling
Deputy
Elms-Swens Co., Springfield, Mo. - W-7528



2125

MIL T

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A2.17

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:16:23 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at Book 490 Page 201 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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BOOK 0490 PAGE 0201

**AMENDMENT TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, records of Camden County, Missouri; and

WHEREAS, Developer is hereby amending the Condominium Declaration pursuant to the provisions of Section 16.1 of said Declaration; and

WHEREAS, Developer has completed construction of Building 5, originally planned for eight (8) units, however, Developer has divided Unit 501 and created Units 501 and 500A and further divided Unit 505 and created Units 505 and 500B; and

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act the newly created Units 500A, 500B, 501 and 505 within said Building 5.

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 500A, 500B, 501 and 505 which said amended Exhibit C is attached hereto and made a part hereof.

Developer does further amend Section 8.2 of the Condominium Declaration so that said section shall hereafter read as follows:

Section 8.2. NUMBER OF UNITS. Declarant, its successors and assigns, hereby reserve the right to create 170 condominium units.

Developer does further amend paragraphs (a) and (b) of Section 8.3 of the Condominium Declaration so that said paragraphs shall hereafter read as follows:

Section 8.3 RESERVATION OF DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS.

(a) Developer reserves the right to construct additional Buildings and to create Units, Limited Common Elements, and Common Elements within the Condominium and within any real estate added to the Condominium upon exercise of the right reserved in subparagraph (b) of this paragraph. Developer may create a maximum of 170 units on the real estate described in Exhibit "A" and if thus created, all such Units will be completed within twenty (20) years of the date of recording of this Declaration.

Upon the creation of any new Units, the Allocated Interests shall be reallocated among all Units, both previously existing and newly created, by allocating to each Unit that percentage of interest in the Allocated interests arrived at by dividing the total area (in square feet) of living space contained in that Unit by the combined total area (in square feet) of living space in all the Units, previously existing and newly created. Ownership of each Unit, both previously existing and newly created, shall entitle the Owner to the number of votes in the Association obtained by multiplying the percentage interest in the Common Elements for such Unit by 1,000. The area in square feet of a unit shall include the outside walls of a unit, however, this calculation shall not affect an owner's scope of ownership as that is defined in Section 3.2 of this Declaration. If the exercise of this Developer right creates any Common Elements or Limited Common Elements, the Amendment shall describe same and shall designate the Unit to which each Limited Common Element is allocated.

(b) Developer reserves the right to add to the Condominium, at any time and from time to time, within twenty (20) years of the date of recording this Declaration, and from time to time any part of, or all of, the real estate more particularly described on Exhibit "D", attached hereto and made a part hereof by this reference. The right to add shall apply to all or any subdivided part, lot or parcel of the real property within the real property described on the attached Exhibit "D" and the initial exercise of the right to add by Developer shall not preclude Developer from further, subsequent exercise of this right to add as to other parts, lots or parcels of real property within Exhibit "D". In addition, the previous exercises of this right by Developer shall in no way limit, or preclude or waive Developer's ability or method of exercising said right subsequent thereto. If Developer exercises this right to add the aforescribed real estate to the Condominium, Developer may create a maximum of 170 Units thereon, with Limited Common Elements and Common Elements. If thus created, all such Units will be completed within twenty (20) years of the date of recording of an amendment to this Declaration adding such real estate to the Condominium, pursuant to Section 448.2-110 of the Act.

Upon the creation of such additional Units, the Allocated Interests shall be reallocated among the Units, both previously existing and newly created, by allocating to each Unit that percentage of interest in the Allocated Interest arrived at by dividing the total area (in square feet) of living space contained in that Unit by the combined total area (in square feet) of living space in all the Units, previously existing and newly created. Ownership of each unit, both previously existing and newly created, shall entitle the Owner to the number of votes in the Association obtained by multiplying the percentage interest in the Common Elements for each Unit by 1,000. The area in square feet of a unit shall include the outside walls of a unit, however, this calculation shall not affect an owner's scope of ownership as that is defined in Section 3.2 of this Declaration. If the exercise of this Developer right creates any Common Elements or Limited Common Elements, the Amendment shall describe same and shall designate the Unit to which each Limited Common Element is allocated.

Developer further states that this amendment has no effect on Units 502, 503, 504, 506, 507 and 508, however, because of the new method of calculating square footage the area of the units in Building 5 is different from that shown on the original plat. Nevertheless, the percentage interest in common elements attributable to each unit in Building 5 remains the same.

Dated this ____ day of December, 1999.

WEST SHORE DEVELOPMENT, INC.

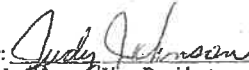
By: 
Judy Johnson, Vice President
Developer

EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	6.60
500B	1120	DECK B	6.32
501	2066	DECK C	11.63
502	2066	DECK E	11.63
503	2066	DECK G	11.63
504	2066	DECK I	11.63
505	1800	DECK D	10.14
506	1800	DECK F	10.14
507	1800	DECK H	10.14
508	1800	DECK J	10.14

BUILDING SQUARE FOOT TOTALS 17754

BOOK 0490 PAGE 0201

S. Missouri, County of Camden, SS
 FILED FOR R. CORD
 This 30th day of Dec 1999
 at 3:04 P.M. in the City of
 Recorded in Book 490 P. 201
 DONNIE SHIRAZI
 Recorder, Camden County, MO
 Dated: *Donnie Shirazi*
 30⁰²



Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A3.18

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:16:55 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at
Book 492 Page 93 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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**SECOND AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A, and 4B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 4 of "Summer Place on the Lake Condominium Subdivision First Addition" a subdivision filed of record in Plat Book 65, Page 338, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 4, filed of record in the Camden County Recorder's Office at Plat Book 65, Page 34 A + here 34 D; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 4;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 400A, 400B, 401, 402, 403, 404, 405, 406, 407, 408 which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 15 day of February, 2000

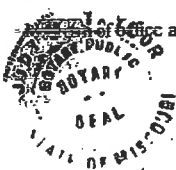
WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

STATE OF MISSOURI]
] SS
COUNTY OF CAMDEN]

On this 15 day of February, 2000, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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



My office as a Notary Public will expire: August 23, 2001

Judy A Taylor
Notary Public
JUDY A TAYLOR
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. AUG. 23, 2001

IN THE RECORDER'S OFFICE

STATE OF MISSOURI]
] SS
COUNTY OF CAMDEN]

I, Donnie Snelling, Recorder of said County, do hereby certify that the within instrument of writing was on the 16 day of Feb A.D. 2000, at 2 o'clock 36 minutes P.M., duly filed for record in this office, and is recorded in the Records of this office, in Book 492, Page 93.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Camdenon, Missouri, this 16 day of Feb, 2000.

Donnie Snelling
Recorder
Licia Shearman
Deputy
27th pmuc



BK0492PG0093

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 4 AND 5

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
400A	1010	DECK A	2.92
400B	1104	DECK B	3.19
401	1631	DECK C	4.71
402	1631	DECK E	4.71
403	1631	DECK G	4.71
404	1631	DECK I	4.71
405	2066	DECK D	5.96
406	2066	DECK F	5.96
407	2066	DECK H	5.96
408	2066	DECK J	5.96
BUILDING 4			
SQUARE FOOT 16902			
500A	1170	DECK A	3.38
500B	1120	DECK B	3.23
501	2066	DECK C	5.96
502	2066	DECK E	5.96
503	2066	DECK G	5.96
504	2066	DECK I	5.96
505	1800	DECK D	5.19
506	1800	DECK F	5.19
507	1800	DECK H	5.19
508	1800	DECK J	5.19
BUILDING 5			
SQUARE FOOT 17754			
TOTAL	34656		
SQUARE FOOTAGE			

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A4.19

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:17:16 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at Book 500 Page 230 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds

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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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CX0500PS0230

**THIRD AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium

Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 3 of "Summer Place on the Lake Condominium Subdivision, Second Addition" a subdivision filed of record in Plat Book 67, Page ^{36A}~~36B~~, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 3, filed of record in the Camden County Recorder's Office at Plat Book 67, Page ^{37A 4414}~~37D~~; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 3;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 300, 301, 302, 303, 304, 305, 306, 307, 308 which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 8 day of August, 2000

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4 AND 5

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
300	2077	DECK A	4.15
301	1508	DECK C	3.02
302	1508	DECK E	3.02
303	1508	DECK G	3.02
304	1508	DECK I	3.02
305	1800	DECK D	3.61
306	1800	DECK F	3.61
307	1800	DECK H	3.61
308	1800	DECK J	3.61
BUILDING 3			
SQUARE FOOTAGE 15,309			
400A	1010	DECK A	2.02
400B	1104	DECK B	2.21
401	1631	DECK C	3.26
402	1631	DECK E	3.26
403	1631	DECK G	3.26
404	1631	DECK I	3.26
405	2066	DECK D	4.13
406	2066	DECK F	4.13
407	2066	DECK H	4.13
408	2066	DECK J	4.13
BUILDING 4			
SQUARE FOOT 16902			

BK0500PG0230

UNIT NO.	UNIT SQUARE FOOT	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	2.34
500B	1120	DECK B	2.24
501	2066	DECK C	4.13
502	2066	DECK E	4.13
503	2066	DECK G	4.13
504	2066	DECK I	4.13
505	1800	DECK D	3.61
506	1800	DECK F	3.61
507	1800	DECK H	3.61
508	1800	DECK J	3.61

BUILDING 5
SQUARE FOOT 17754

TOTAL 49,965
SQUARE FOOTAGE

STATE OF MISSOURI
COUNTY OF CAMDEN
CERTIFIED INSTRUMENT RECORDED

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BOOK 500 PAGE 230
DONNIE SHELING, RECORDER

Donnie Sheling DEPUTY
3000 pmw



Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A5.1A
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:17:39 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at
Book 506 Page 908 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



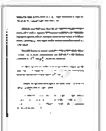
DO NOT REMOVE THIS PAGE

**FOURTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision. First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium



Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 6 of "Summer Place on the Lake Condominium Subdivision, Third Addition" a subdivision filed of record in Plat Book 69, Page 21A
21B, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 6, filed of record in the Camden County Recorder's Office at Plat Book 69, Page 22A ^{thru}
22D; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 6:

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 601, 602, 603, 604, 605, 606, 607, 608 which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 20 day of December, 2000

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this 20th day of December, 2000, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: 12/24/2004

Brenda D. Smith
Notary Public
NOTARY PUBLIC
STATE OF MISSOURI

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5 AND 6

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
-----------------	---------------------------------	-------------------------------------	---

300	2077	DECK A	3.18
301	1508	DECK C	2.30
302	1508	DECK E	2.30
303	1508	DECK G	2.30
304	1508	DECK I	2.30
305	1800	DECK D	2.75
306	1800	DECK F	2.75
307	1800	DECK H	2.75
308	1800	DECK J	2.75

**BUILDING 3
SQUARE FOOTAGE 15,309**

400A	1010	DECK A	1.55
400B	1104	DECK B	1.69
401	1631	DECK C	2.49
402	1631	DECK E	2.49
403	1631	DECK G	2.49
404	1631	DECK I	2.49
405	2066	DECK J	3.16
406	2066	DECK F	3.16
407	2066	DECK H	3.16
408	2066	DECK J	3.16

**BUILDING 4
SQUARE FOOT 16,902**

BK0506PG0908

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	1.79
500B	1120	DECK B	1.71
501	2066	DECK C	3.16
502	2066	DECK E	3.16
503	2066	DECK G	3.16
504	2066	DECK I	3.16
505	1800	DECK D	2.75
506	1800	DECK F	2.75
507	1800	DECK H	2.75
508	1800	DECK J	2.75

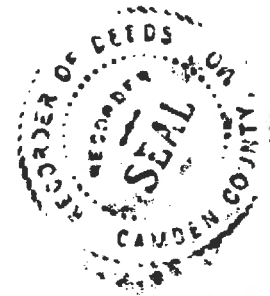
BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	3.16
602	2066	DECK C	3.16
603	2066	DECK E	3.16
604	2066	DECK G	3.16
605	1800	DECK B	2.75
606	1800	DECK D	2.75
607	1800	DECK F	2.75
608	1800	DECK H	2.75

BUILDING 6
SQUARE FOOT 5,464

TOTAL 65,429
SQUARE FOOTAGE

ST. LOUIS, MISSOURI
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 J. Shugart
 3000 pmw



Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A6.1B
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:18:01 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 513 Page 5** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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CERTIFICATE OF AMENDMENT

Judy Johnson, Secretary of the SUMMER PLACE ON THE LAKE CONDOMINIUM OWNERS' ASSOCIATION, INC., hereby certifies that the Bylaws of the SUMMER PLACE ON THE LAKE CONDOMINIUM OWNERS' ASSOCIATION, INC. have been duly amended in accordance with Article X of the bylaws and Article XII, Section 12.4 of the Condominium Declaration, and that said bylaws have been amended by the creation of two (2) new articles which are hereinafter stated in their entirety.

ARTICLE XIII. MORTGAGES

13.1. **NOTICE TO ASSOCIATION:** An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the Secretary of the Executive Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

**ARTICLE XIV. EVIDENCE OF OWNERSHIP
AND REGISTRATION OF MAILING ADDRESS**

14.1. **PROOF OF OWNERSHIP:** Except for those Owners who initially purchase a Condominium Unit from Developer, any person on becoming an Owner of a Condominium Unit shall furnish to the Managing Agent, if any, or Executive Board, a machine or a certified copy of the recorded instrument vesting that person with an interest in the Condominium Unit, which copy shall remain in the files of the Association.

14.2. **REGISTRATION OF MAILING ADDRESS:** The Owner or several Owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the Managing Agent or Executive Board, within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Condominium Unit or by such persons as are authorized by law to represent the interests of all of the Unit Owners thereof.

BK 0513PG0005

SUMMER PLACE ON THE LAKE
CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Judy Johnson
Judy Johnson/Secretary

STATE OF MISSOURI]
] SS
COUNTY OF CAMDEN]

On this 3rd day of May, 2001, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Secretary of SUMMER PLACE ON THE LAKE CONDOMINIUM OWNERS' ASSOCIATION, INC., a not for profit Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires: October 12, 2004



Sandra Cullen
Notary Public

SANDRA CULLEN
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. OCT. 12, 2004

STATE OF MISSOURI
DEPT. OF REVENUE

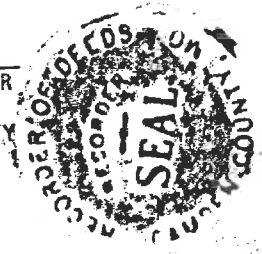
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BOOK 513 PAGE 5
DONNIE SHELTON, RECORDER

Donnie Shelton DEPUTY

Donnie Shelton

2



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Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A7.1C

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

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State of Missouri, }
County of Camden } SS

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Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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**FIFTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium

Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 2 of "Summer Place on the Lake Condominium Subdivision, Fourth Addition" a subdivision filed of record in Plat Book 70, Page ^{28A}~~28B~~, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium Building 2, filed of record in the Camden County Recorder's Office at Plat Book 70, Page ^{29A thru 29D}; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 2;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 201, 202, 203, 204, 205, 206, 207, 208 which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 3rd day of May, 2001

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this 3rd day of May, 2001, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: October 12, 2004



Sandra Cullen
Notary Public

SANDRA CULLEN
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. OCT. 12, 2004

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6 AND 2

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
300	2077	DECK A	2.59
301	1508	DECK C	1.88
302	1508	DECK E	1.88
303	1508	DECK G	1.88
304	1508	DECK I	1.88
305	1800	DECK D	2.24
306	1800	DECK F	2.24
307	1800	DECK H	2.24
308	1800	DECK J	2.24
BUILDING 3			
SQUARE FOOTAGE 15,309			
400A	1010	DECK A	1.26
400B	1104	DECK B	1.37
401	1631	DECK C	2.03
402	1631	DECK E	2.03
403	1631	DECK C	2.03
404	1631	DECK I	2.03
405	2066	DECK D	2.58
406	2066	DECK F	2.58
407	2066	DECK H	2.58
408	2066	DECK J	2.58
BUILDING 4			
SQUARE FOOT 16,902			

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	1.46
500B	1120	DECK B	1.40
501	2066	DECK C	2.58
502	2066	DECK E	2.58
503	2066	DECK G	2.58
504	2066	DECK I	2.58
505	1800	DECK D	2.24
506	1800	DECK F	2.24
507	1800	DECK H	2.24
508	1800	DECK J	2.24

BUILDING 5
 SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	2.58
602	2066	DECK C	2.58
603	2066	DECK E	2.58
604	2066	DECK G	2.58
605	1800	DECK B	2.24
606	1800	DECK D	2.24
607	1800	DECK F	2.24
608	1800	DECK H	2.24

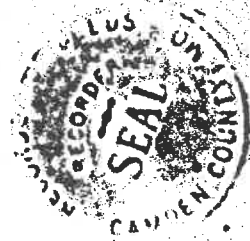
BUILDING 6
 SQUARE FOOT 15,464

8K0513P60010

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	2.58
202	2066	DECK C	2.58
203	2066	DECK E	2.58
204	2066	DECK G	2.58
205	1631	DECK B	2.03
206	1631	DECK D	2.03
207	1631	DECK F	2.03
208	1631	DECK H	2.03

BUILDING ?
SQUARE FOOT 14,788

TOTAL 80,217
SQUARE FOOTAGE



STATE OF MISSOURI
RECORDS & CLERK
CERTIFIED TRUE AND CORRECT

2001 MAY -4 P 2:35 13

BOOK 513 PAGE 10
DONNIE SNELLING, RECORDER

Donnie Snelling DEPUTY
330 pm

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A8.1D
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:18:42 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 538 Page 393** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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WD 0538 - 0393



DONNIE SNELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2002 JUL -9 P 2: 18 8

PGS. 7 \$ 41.00

DEPUTY A. Kinnery

PMLT _____

SIXTH AMENDMENT

July 3, 2002

**TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake



Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21E, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 1 of "Summer Place on the Lake Condominium Subdivision, Fifth Addition" a subdivision filed of record in Plat Book 75, Page ^{28A}~~28B~~, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 1, filed of record in the Camden County Recorder's Office at Plat Book 75, Page 23A thru 23D; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 1;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 101, 102, 103, 104, 105, 106, 107, 108 which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 3rd day of July, 2002.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2 AND 1

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
-----------------	---------------------------------	-------------------------------------	---

300	2077	DECK A	2.15
301	1508	DECK C	1.55
302	1508	DECK E	1.55
303	1508	DECK G	1.55
304	1508	DECK I	1.55
305	1800	DECK D	1.86
306	1800	DECK F	1.86
307	1800	DECK H	1.86
308	1800	DECK J	1.86

**BUILDING 3
SQUARE FOOTAGE 15,309**

400A	1010	DECK A	1.03
400B	1104	DECK B	1.13
401	1631	DECK C	1.68
402	1631	DECK E	1.68
403	1631	DECK G	1.68
404	1631	DECK I	1.68
405	2066	DECK D	2.14
406	2066	DECK F	2.14
407	2066	DECK H	2.14
408	2066	DECK J	2.14

**BUILDING 4
SQUARE FOOT 16,902**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	1.21
500B	1120	DECK B	1.16
501	2066	DECK C	2.14
502	2066	DECK E	2.14
503	2066	DECK G	2.14
504	2066	DECK I	2.14
505	1800	DECK D	1.86
506	1800	DECK F	1.86
507	1800	DECK H	1.86
508	1800	DECK J	1.86

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	2.14
602	2066	DECK C	2.14
603	2066	DECK E	2.14
604	2066	DECK G	2.14
605	1800	DECK B	1.86
606	1800	DECK D	1.86
607	1800	DECK F	1.86
608	1800	DECK H	1.86

BUILDING 6
SQUARE FOOT 15,464

00538-0393

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	2.14
202	2066	DECK C	2.14
203	2066	DECK E	2.14
204	2066	DECK G	2.14
205	1631	DECK B	1.68
206	1631	DECK D	1.68
207	1631	DECK F	1.68
208	1631	DECK H	1.68

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	2.14
1-B	2066	DECK B	2.14
2-A	2066	DECK C	2.14
2-B	2066	DECK D	2.14
3-A	2066	DECK E	2.14
3-B	2066	DECK F	2.14
4-A	2066	DECK G	2.14
4-B	2066	DECK H	2.14

BUILDING 1
SQUARE FOOT 16,528

TOTAL 96,745
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012A9.1E
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:19:06 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 553 Page 728** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds



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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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WD 0553-0728



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PGS. 1 of 23

DEPUTY A. Kinney

PMLT _____

AFFIDAVIT

STATE OF MISSOURI)
as
COUNTY OF CAMDEN)

RONALD K. CARPENTER, GRANTOR, of lawful age, first being duly sworn, deposes and states as follows:

That he is the scrivener who prepared a certain SIXTH AMENDMENT TO CONDOMINIUM DECLARATION FOR SUMMER PLACE ON THE LAKE CONDOMINIUM, recorded July 9, 2002, in Book 538, Page 393, on Summer Place on the Lake Condominiums, Camden County, Missouri, from West Shore Development, Inc., as Developer/Declarant.

That this affiant, as the scrivener, made an error in the last paragraph of the third page of said Sixth Amendment wherein the new Units were listed as 101, 102, 103, 104, 105, 106, 107 and 108, whereas they should have been listed as Unit 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A and 4-B.

Affiant further sayeth not.

Ronald Carpenter
RONALD K. CARPENTER
GRANTOR

Subscribed and sworn to before me this 12th day of March 2003.

My Commission expires: Oct. 12, 2004



Sandra Cullen
Notary Public

SANDRA CULLEN
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. OCT. 12, 2004

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012AA.26
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:19:33 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 553 Page 819** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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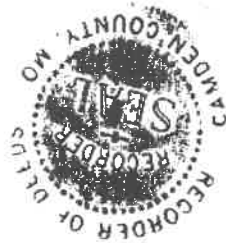
For questions regarding this certified copy, please contact the Camden County, Missouri Recorder of Deeds office at:

Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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RD 0553-0819



DEPUTY CLERK
RECORDS

2003 MAR 13 P 3:06 B

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DEPUTY *J. Shively*

PMLT

**SEVENTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake



Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 7 of "Summer Place on the Lake Condominium Subdivision, Sixth Addition" a subdivision filed of record in Plat Book 78, Page 4A+4B, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 7, filed of record in the Camden County Recorder's Office at Plat Book 78, Page 5A^{shell} D; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 7;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, and 4-B which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 13th day of March, 2003.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1 and 7

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------------	-----------------------------	---

300	2077	DECK A	1.86
301	1508	DECK C	1.35
302	1508	DECK E	1.35
303	1508	DECK G	1.35
304	1508	DECK I	1.35
305	1800	DECK D	1.62
306	1800	DECK F	1.62
307	1800	DECK H	1.62
308	1800	DECK J	1.62

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.92
400B	1104	DECK B	.99
401	1631	DECK C	1.46
402	1631	DECK E	1.46
403	1631	DECK G	1.46
404	1631	DECK I	1.46
405	2066	DECK D	1.85
406	2066	DECK F	1.85
407	2066	DECK H	1.85
408	2066	DECK J	1.85

BUILDING 4
SQUARE FOOT 16,902

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

500A	1170	DECK A	1.06
500B	1120	DECK B	1.01
501	2066	DECK C	1.85
502	2066	DECK E	1.85
503	2066	DECK G	1.85
504	2066	DECK I	1.85
505	1800	DECK D	1.62
506	1800	DECK F	1.62
507	1800	DECK H	1.62
508	1800	DECK J	1.62

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

601	2066	DECK A	1.85
602	2066	DECK C	1.85
603	2066	DECK E	1.85
604	2066	DECK G	1.85
605	1800	DECK B	1.62
606	1800	DECK D	1.62
607	1800	DECK F	1.62
608	1800	DECK H	1.62

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.85
202	2066	DECK C	1.85
203	2066	DECK E	1.85
204	2066	DECK G	1.85
205	1631	DECK B	1.46
206	1631	DECK D	1.46
207	1631	DECK F	1.46
208	1631	DECK H	1.46

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.85
1-B	2066	DECK B	1.85
2-A	2066	DECK C	1.85
2-B	2066	DECK D	1.85
3-A	2066	DECK E	1.85
3-B	2066	DECK F	1.85
4-A	2066	DECK G	1.85
4-B	2066	DECK H	1.85

BUILDING 1
SQUARE FOOT 16,528

RD0553-0819

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.85
1-B	1631	DECK B	1.46
2-A	2066	DECK C	1.85
2-B	1631	DECK D	1.46
3-A	2066	DECK E	1.85
3-B	1631	DECK F	1.46
4-A	2066	DECK G	1.85
4-B	1631	DECK H	1.46

BUILDING 7
SQUARE FOOT: 14,788

TOTAL 111,533.00
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012AB.27
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:19:52 PM

State of Missouri, }
County of Camden } SS

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Donnie Snelling, Recorder of Deeds

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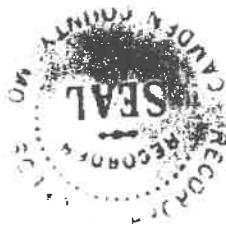
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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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0579-0519



DOUGIE SWELLING
CAMDEN COUNTY
RECORDER OF DEEDS

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DEPUTY *D. Kimmy*

PMLT

**EIGHTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake



Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium

Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 8 of "Summer Place on the Lake Condominium Subdivision, Seventh Addition" a subdivision filed of record in Plat Book 83, Page 25A+~~25B~~, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 8, filed of record in the Camden County Recorder's Office at Plat Book 83, Page 26A-4R4~~26D~~; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 8;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A and 5-B which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 25th day of March, 2004.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7 and 8

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------------	-----------------------------	---

300	2077	DECK A	1.58
301	1508	DECK C	1.14
302	1508	DECK E	1.14
303	1508	DECK G	1.14
304	1508	DECK I	1.14
305	1800	DECK D	1.38
306	1800	DECK F	1.38
307	1800	DECK H	1.38
308	1800	DECK J	1.38

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.77
400B	1104	DECK B	.84
401	1631	DECK C	1.25
402	1631	DECK E	1.25
403	1631	DECK G	1.25
404	1631	DECK I	1.25
405	2066	DECK D	1.58
406	2066	DECK F	1.58
407	2066	DECK H	1.58
408	2066	DECK J	1.58

BUILDING 4
SQUARE FOOT 16,902

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.88
500B	1120	DECK B	.85
501	2066	DECK C	1.58
502	2066	DECK E	1.58
503	2066	DECK G	1.58
504	2066	DECK I	1.58
505	1800	DECK D	1.38
506	1800	DECK F	1.38
507	1800	DECK H	1.38
508	1800	DECK J	1.38

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	1.58
602	2066	DECK C	1.58
603	2066	DECK E	1.58
604	2066	DECK G	1.58
605	1800	DECK B	1.38
606	1800	DECK D	1.38
607	1800	DECK F	1.38
608	1800	DECK H	1.38

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.58
202	2066	DECK C	1.58
203	2066	DECK E	1.58
204	2066	DECK G	1.58
205	1631	DECK B	1.25
206	1631	DECK D	1.25
207	1631	DECK F	1.25
208	1631	DECK H	1.25

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.58
1-B	2066	DECK B	1.58
2-A	2066	DECK C	1.58
2-B	2066	DECK D	1.58
3-A	2066	DECK E	1.58
3-B	2066	DECK F	1.58
4-A	2066	DECK G	1.58
4-B	2066	DECK H	1.58

BUILDING 1
SQUARE FOOT 16,528

0579-0519

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.58
1-B	1631	DECK B	1.25
2-A	2066	DECK C	1.58
2-B	1631	DECK D	1.25
3-A	2066	DECK E	1.58
3-B	1631	DECK F	1.25
4-A	2066	DECK G	1.58
4-B	1631	DECK H	1.25

BUILDING 7
SQUARE FOOT: 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	1.00
1-B	1304	DECK B	1.00
2-A	2084	DECK C	1.59
2-B	2084	DECK D	1.59
3-A	2084	DECK E	1.59
3-B	2084	DECK F	1.59
4-A	2084	DECK G	1.59
4-B	2084	DECK H	1.59
5-A	2084	DECK I	1.59
5-B	2084	DECK J	1.59

BUILDING 8
SQUARE FOOT 19,280

TOTAL 130,813.00
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012AC.28
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:21:21 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 582 Page 989** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
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Phone: (573) 317-3880



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00582-0989



BONNIE SNEILING
CAMDEN COUNTY
RECORDER OF DEEDS

2004 MAY 19 P 1:49

PGS. 8 \$ 45

DEPUTY *A. Kenny*

PMLT
AMENDMENT TO THE
EIGHTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision,



Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Page 26A, 26B, 26C and 26D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, the square footage recited for Units 1-A, 2-A, 3-A and 4-A in Building 7, was incorrectly given on the plat for said Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri, which was reflected also on the Seventh Amendment to the Condominium Declaration for Summer Place on the Lake Condominium recorded March 13, 2003 in Book 553, Page 819, and the Eighth Amendment to Condominium Declaration for Summer Place on the Lake Condominium recorded March 29, 2004 in Book 579, Page 519, records of Camden County, Missouri;

WHEREAS, Developer desires to amend the Eighth Amendment to Condominium Declaration for Summer Place on the Lake Condominium recorded March 29, 2004 in Book 579, Page 519, records of Camden County, Missouri, to correctly recite the square footage and percentage interest in the common elements for all units currently platted;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to recite the correct square footage and percentage interests in common elements which said amended Exhibit C is attached hereto and made a part hereof.

Dated this 4 day of May, 2004.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7 and 8

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------------	-----------------------------	---

300	2077	DECK A	1.58
301	1508	DECK C	1.14
302	1508	DECK E	1.14
303	1508	DECK G	1.14
304	1508	DECK I	1.14
305	1800	DECK D	1.38
306	1800	DECK F	1.38
307	1800	DECK H	1.38
308	1800	DECK J	1.38

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.76
400B	1104	DECK B	.83
401	1631	DECK C	1.25
402	1631	DECK E	1.25
403	1631	DECK G	1.25
404	1631	DECK I	1.25
405	2066	DECK D	1.58
406	2066	DECK F	1.58
407	2066	DECK H	1.58
408	2066	DECK J	1.58

BUILDING 4
SQUARE FOOT 16,902

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.88
500B	1120	DECK B	.85
501	2066	DECK C	1.58
502	2066	DECK E	1.58
503	2066	DECK G	1.58
504	2066	DECK I	1.58
505	1800	DECK D	1.38
506	1800	DECK F	1.38
507	1800	DECK H	1.38
508	1800	DECK J	1.38

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	1.58
602	2066	DECK C	1.58
603	2066	DECK E	1.58
604	2066	DECK G	1.58
605	1800	DECK B	1.38
606	1800	DECK D	1.38
607	1800	DECK F	1.38
608	1800	DECK H	1.38

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.58
202	2066	DECK C	1.58
203	2066	DECK E	1.58
204	2066	DECK G	1.58
205	1631	DECK B	1.25
206	1631	DECK D	1.25
207	1631	DECK F	1.25
208	1631	DECK H	1.25

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.58
1-B	2066	DECK B	1.58
2-A	2066	DECK C	1.58
2-B	2066	DECK D	1.58
3-A	2066	DECK E	1.58
3-B	2066	DECK F	1.58
4-A	2066	DECK G	1.58
4-B	2066	DECK H	1.58

BUILDING 1
SQUARE FOOT 16,528

0582-0989

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2084	DECK A	1.59
1-B	1631	DECK B	1.25
2-A	2084	DECK C	1.59
2-B	1631	DECK D	1.25
3-A	2084	DECK E	1.59
3-B	1631	DECK F	1.25
4-A	2084	DECK G	1.59
4-B	1631	DECK H	1.25

BUILDING 7
SQUARE FOOT: 14,860

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.99
1-B	1304	DECK B	.99
2-A	2084	DECK C	1.59
2-B	2084	DECK D	1.59
3-A	2084	DECK E	1.59
3-B	2084	DECK F	1.59
4-A	2084	DECK G	1.59
4-B	2084	DECK H	1.59
5-A	2084	DECK I	1.59
5-B	2084	DECK J	1.59

BUILDING 8
SQUARE FOOT 19,280

TOTAL 130,885.00
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012AD.29

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:21:43 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at Book 588 Page 879 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds

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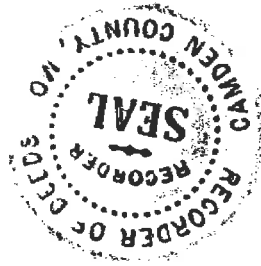
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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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0588-0879



DONNIE SHELLING
CAMDEN COUNTY
RECORDER OF DEEDS

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PGS. 9 48

DEPUTY *[Signature]*

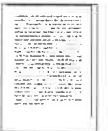
PMLT

**NINTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake



Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, Seventh Addition, recorded in Book 83, Pages 25A and 25B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri; and

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 9 of "Summer Place on the Lake Condominium Subdivision, Eighth Addition" a subdivision filed of record in Plat Book 86, Page 25A,B, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 9, filed of record in the Camden County Recorder's Office at Plat Book 86, Page 26A,B,C,D, and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 9;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A and 5-B which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 26th day of August, 2004.

EXHIBIT A

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7, 8 and 9

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
-----------------	---------------------------------	-------------------------------------	---

300	2077	DECK A	1.41
301	1508	DECK C	1.02
302	1508	DECK E	1.02
303	1508	DECK G	1.02
304	1508	DECK I	1.02
305	1800	DECK D	1.21
306	1800	DECK F	1.21
307	1800	DECK H	1.21
308	1800	DECK J	1.21

**BUILDING 3
SQUARE FOOTAGE 15,309**

400A	1010	DECK A	.69
400B	1104	DECK B	.75
401	1631	DECK C	1.10
402	1631	DECK E	1.10
403	1631	DECK G	1.10
404	1631	DECK I	1.10
405	2066	DECK D	1.39
406	2066	DECK F	1.39
407	2066	DECK H	1.39
408	2066	DECK J	1.39

**BUILDING 4
SQUARE FOOT 16,902**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.80
500B	1120	DECK B	.77
501	2066	DECK C	1.39
502	2066	DECK E	1.39
503	2066	DECK G	1.39
504	2066	DECK I	1.39
505	1800	DECK D	1.21
506	1800	DECK F	1.21
507	1800	DECK H	1.21
508	1800	DECK J	1.21

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	1.39
602	2066	DECK C	1.39
603	2066	DECK E	1.39
604	2066	DECK G	1.39
605	1800	DECK B	1.21
606	1800	DECK D	1.21
607	1800	DECK F	1.21
608	1800	DECK H	1.21

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.39
202	2066	DECK C	1.39
203	2066	DECK E	1.39
204	2066	DECK G	1.39
205	1631	DECK B	1.10
206	1631	DECK D	1.10
207	1631	DECK F	1.10
208	1631	DECK H	1.10

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.39
1-B	2066	DECK B	1.39
2-A	2066	DECK C	1.39
2-B	2066	DECK D	1.39
3-A	2066	DECK E	1.39
3-B	2066	DECK F	1.39
4-A	2066	DECK G	1.39
4-B	2066	DECK H	1.39

BUILDING 1
SQUARE FOOT 16,528

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.39
1-B	1631	DECK B	1.10
2-A	2066	DECK C	1.39
2-B	1631	DECK D	1.10
3-A	2066	DECK E	1.39
3-B	1631	DECK F	1.10
4-A	2066	DECK G	1.39
4-B	1631	DECK H	1.10

BUILDING 7
SQUARE FOOT: 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.89
1-B	1304	DECK B	.89
2-A	2084	DECK C	1.41
2-B	2084	DECK D	1.41
3-A	2084	DECK E	1.41
3-B	2084	DECK F	1.41
4-A	2084	DECK G	1.41
4-B	2084	DECK H	1.41
5-A	2084	DECK I	1.41
5-B	2084	DECK J	1.41

BUILDING 8
SQUARE FOOT 19,280

0588-0879

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1338	DECK A	.91
1-B	1248	DECK B	.85
2-A	2084	DECK C	1.41
2-B	1631	DECK D	1.10
3-A	2084	DECK E	1.41
3-B	1631	DECK F	1.10
4-A	2084	DECK G	1.41
4-B	1631	DECK H	1.10
5-A	2084	DECK I	1.41
5-B	1631	DECK J	1.10

BUILDING 9
SQUARE FOOT 17,446

TOTAL 148,259.00
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012AE.2A
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State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 591 Page 31** of the aforesaid County and State.

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Donnie Snelling, Recorder of Deeds

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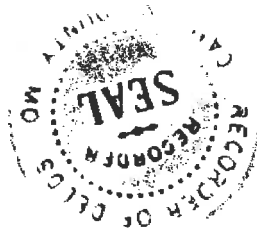
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Recorder of Deeds
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Camdenton Missouri 65020
Phone: (573) 317-3880



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0591-0031



DONNIE SHELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2004 OCT -1 P 1:57 9

PG. 9 of 48

DEPUTY *D. Kinney*

PMLT _____
**AMENDMENT TO THE
NINTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision,

Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B, and Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D,

records of Camden County, Missouri; and Summer Place on the Lake Condominium, Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri;

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, the square footage recited for Units 1-A, 2-A, 3-A and 4-A in Building 7, was incorrectly given for said Building 7 as reflected on the Ninth Amendment to Condominium Declaration for Summer Place on the Lake Condominium recorded August 26, 2004 in Book 588, Page 879, records of Camden County, Missouri;

WHEREAS, Developer desires to amend the Ninth Amendment to Condominium Declaration for Summer Place on the Lake Condominium recorded August 26, 2004 in Book 588, Page 879, records of Camden County, Missouri; to correctly recite the square footage and percentage interest in the common elements for all units currently platted;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to recite the correct square footage and percentage interests in common elements which said amended Exhibit C is attached hereto and made a part hereof.

Dated this 1st day of October, 2004.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

STATE OF MISSOURI]
 SS
COUNTY OF CAMDEN]

On this 1st day of October, 2004, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: OCT. 12, 2004



Sandra Cullen
Notary Public

SANDRA CULLEN
NOTARY PUBLIC STATE OF MISSOURI
CAMDEN COUNTY
MY COMMISSION EXP. OCT. 12, 2004

AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7, 8 and 9

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------------	-----------------------------	---

300	2077	DECK A	1.40
301	1508	DECK C	1.02
302	1508	DECK E	1.02
303	1508	DECK G	1.02
304	1508	DECK I	1.02
305	1800	DECK D	1.21
306	1800	DECK F	1.21
307	1800	DECK H	1.21
308	1800	DECK J	1.21

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.68
400B	1104	DECK B	.75
401	1631	DECK C	1.10
402	1631	DECK E	1.10
403	1631	DECK G	1.10
404	1631	DECK I	1.10
405	2066	DECK D	1.39
406	2066	DECK F	1.39
407	2066	DECK H	1.39
408	2066	DECK J	1.39

BUILDING 4
SQUARE FOOT 16,902

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.79
500B	1120	DECK B	.76
501	2066	DECK C	1.39
502	2066	DECK E	1.39
503	2066	DECK G	1.39
504	2066	DECK I	1.39
505	1800	DECK D	1.21
506	1800	DECK F	1.21
507	1800	DECK H	1.21
508	1800	DECK J	1.21

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	1.39
602	2066	DECK C	1.39
603	2066	DECK E	1.39
604	2066	DECK G	1.39
605	1800	DECK B	1.21
606	1800	DECK D	1.21
607	1800	DECK F	1.21
608	1800	DECK H	1.21

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

201	2066	DECK A	1.39
202	2066	DECK C	1.39
203	2066	DECK E	1.39
204	2066	DECK G	1.39
205	1631	DECK B	1.10
206	1631	DECK D	1.10
207	1631	DECK F	1.10
208	1631	DECK H	1.10

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	2066	DECK A	1.39
1-B	2066	DECK B	1.39
2-A	2066	DECK C	1.39
2-B	2066	DECK D	1.39
3-A	2066	DECK E	1.39
3-B	2066	DECK F	1.39
4-A	2066	DECK G	1.39
4-B	2066	DECK H	1.39

BUILDING 1
SQUARE FOOT 16,528

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2084	DECK A	1.41
1-B	1631	DECK B	1.10
2-A	2084	DECK C	1.41
2-B	1631	DECK D	1.10
3-A	2084	DECK E	1.41
3-B	1631	DECK F	1.10
4-A	2084	DECK G	1.41
4-B	1631	DECK H	1.10

BUILDING 7
SQUARE FOOT: 14,860

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.88
1-B	1304	DECK B	.88
2-A	2084	DECK C	1.41
2-B	2084	DECK D	1.41
3-A	2084	DECK E	1.41
3-B	2084	DECK F	1.41
4-A	2084	DECK G	1.41
4-B	2084	DECK H	1.41
5-A	2084	DECK I	1.41
5-B	2084	DECK J	1.41

BUILDING 8
SQUARE FOOT 19,280

NO 0591-0031

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1338	DECK A	.90
1-B	1248	DECK B	.84
2-A	2084	DECK C	1.41
2-B	1631	DECK D	1.10
3-A	2084	DECK E	1.41
3-B	1631	DECK F	1.10
4-A	2084	DECK G	1.41
4-B	1631	DECK H	1.10
5-A	2084	DECK I	1.41
5-B	1631	DECK J	1.10

BUILDING 9
SQUARE FOOT 17,446

TOTAL 148,331.00
SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

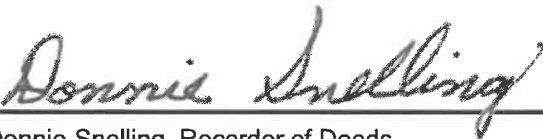
Certificate Number: 29029.RD.23103012AF.2B
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:22:31 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at **Book 599 Page 988** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.





Donnie Snelling, Recorder of Deeds

This certified copy's certificate number, page number and page count are displayed in the footer of each page. The certificate number can be verified at <https://validate.icounty.com/CertifiedCopies> until Apr 13, 2025.

For questions regarding this certified copy, please contact the Camden County, Missouri Recorder of Deeds office at:

Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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0599-0988



DORRIS SWELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2005 MAR 22 P 1:57 8

PGS. 9 s 48

DEPUTY *D. K. K...*

PMLT _____
TENTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and



Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B, and Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri; and Summer Place on the Lake Condominium, Building

9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri;

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 10 of "Summer Place on the Lake Condominium Subdivision, Ninth Addition" a subdivision filed of record in Plat Book 90, Page ^{10A}~~10B~~, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 10, filed of record in the Camden County Recorder's Office at Plat Book 90, Page ^{11A}~~11B~~; and,
11 D

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 10;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A and 5-B which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 17th day of March, 2005.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this 17th day of March, 2005, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: Oct. 12, 2008

Sandra Cullen
Notary Public



AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7, 8, 9 and 10

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

300	2077	DECK A	1.24
301	1508	DECK C	.91
302	1508	DECK E	.91
303	1508	DECK G	.91
304	1508	DECK I	.91
305	1800	DECK D	1.10
306	1800	DECK F	1.10
307	1800	DECK H	1.10
308	1800	DECK J	1.10

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.61
400B	1104	DECK B	.67
401	1631	DECK C	.98
402	1631	DECK E	.98
403	1631	DECK G	.98
404	1631	DECK I	.98
405	2066	DECK D	1.24
406	2066	DECK F	1.24
407	2066	DECK H	1.24
408	2066	DECK J	1.24

BUILDING 4
SQUARE FOOT 16,902

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

500A	1170	DECK A	.71
500B	1120	DECK B	.67
501	2066	DECK C	1.24
502	2066	DECK E	1.24
503	2066	DECK G	1.24
504	2066	DECK I	1.24
505	1800	DECK D	1.10
506	1800	DECK F	1.10
507	1800	DECK H	1.10
508	1800	DECK J	1.10

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

601	2066	DECK A	1.24
602	2066	DECK C	1.24
603	2066	DECK E	1.24
604	2066	DECK G	1.24
605	1800	DECK B	1.10
606	1800	DECK D	1.10
607	1800	DECK F	1.10
608	1800	DECK H	1.10

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.24
202	2066	DECK C	1.24
203	2066	DECK E	1.24
204	2066	DECK G	1.24
205	1631	DECK B	.98
206	1631	DECK D	.98
207	1631	DECK F	.98
208	1631	DECK H	.98

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.24
1-B	2066	DECK B	1.24
2-A	2066	DECK C	1.24
2-B	2066	DECK D	1.24
3-A	2066	DECK E	1.24
3-B	2066	DECK F	1.24
4-A	2066	DECK G	1.24
4-B	2066	DECK H	1.24

BUILDING 1
SQUARE FOOT 16,528

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2084	DECK A	1.26
1-B	1631	DECK B	.98
2-A	2084	DECK C	1.26
2-B	1631	DECK D	.98
3-A	2084	DECK E	1.26
3-B	1631	DECK F	.98
4-A	2084	DECK G	1.26
4-B	1631	DECK H	.98

BUILDING 7
SQUARE FOOT: 14,860

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.79
1-B	1304	DECK B	.79
2-A	2084	DECK C	1.26
2-B	2084	DECK D	1.26
3-A	2084	DECK E	1.26
3-B	2084	DECK F	1.26
4-A	2084	DECK G	1.26
4-B	2084	DECK H	1.26
5-A	2084	DECK I	1.26
5-B	2084	DECK J	1.26

BUILDING 8
SQUARE FOOT 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1338	DECK A	.81
1-B	1248	DECK B	.75
2-A	2084	DECK C	1.26
2-B	1631	DECK D	.98
3-A	2084	DECK E	1.26
3-B	1631	DECK F	.98
4-A	2084	DECK G	1.26
4-B	1631	DECK H	.98
5-A	2084	DECK I	1.26
5-B	1631	DECK J	.98

BUILDING 9
 SQUARE FOOT 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1338	DECK A	.81
1-B	1248	DECK B	.75
2-A	2084	DECK C	1.26
2-B	1631	DECK D	.98
3-A	2084	DECK E	1.26
3-B	1631	DECK F	.98
4-A	2084	DECK G	1.26
4-B	1631	DECK H	.98
5-A	2084	DECK I	1.26
5-B	1631	DECK J	.98

BUILDING 10
 SQUARE FOOT 17,446

TOTAL 165,777
 SQUARE FOOTAGE

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B0.16

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:22:56 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at Book 622 Page 315 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

This certified copy's certificate number, page number and page count are displayed in the footer of each page. The certificate number can be verified at <https://validate.icounty.com/CertifiedCopies> until Apr 13, 2025.

For questions regarding this certified copy, please contact the Camden County, Missouri Recorder of Deeds office at:

Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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WD 0622-0315



DOUGIE SWELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2006 APR 12 P 2:25 9

PGS. 10 & 51

DEPUTY *A. K. [Signature]*

PMLT

ELEVENTH AMENDMENT

TO CONDOMINIUM DECLARATION FOR

SUMMER PLACE ON THE LAKE CONDOMINIUM

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and





Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B, and Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B, records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri; and Summer Place on the Lake Condominium, Building



9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri;

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 11 of "Summer Place on the Lake Condominium Subdivision, Tenth Addition" a subdivision filed of record in Plat Book 98, Page 213^{DA +}, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 11, filed of record in the Camden County Recorder's Office at Plat Book 98, Page 314^{3A JRU}; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 11;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1-A, 1-B, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B and 5-C which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7, 8, 9, 10 and 11

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
-----------------	---------------------------------	-------------------------------------	---

300	2077	DECK A	1.09
301	1508	DECK C	.80
302	1508	DECK E	.80
303	1508	DECK G	.80
304	1508	DECK I	.80
305	1800	DECK D	.94
306	1800	DECK F	.94
307	1800	DECK H	.94
308	1800	DECK J	.94

**BUILDING 3
SQUARE FOOTAGE 15,309**

400A	1010	DECK A	.53
400B	1104	DECK B	.59
401	1631	DECK C	.85
402	1631	DECK E	.85
403	1631	DECK G	.85
404	1631	DECK I	.85
405	2066	DECK D	1.08
406	2066	DECK F	1.08
407	2066	DECK H	1.08
408	2066	DECK J	1.08

**BUILDING 4
SQUARE FOOT 16,902**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.62
500B	1120	DECK B	.60
501	2066	DECK C	1.08
502	2066	DECK E	1.08
503	2066	DECK G	1.08
504	2066	DECK I	1.08
505	1800	DECK D	.94
506	1800	DECK F	.94
507	1800	DECK H	.94
508	1800	DECK J	.94

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	1.08
602	2066	DECK C	1.08
603	2066	DECK E	1.08
604	2066	DECK G	1.08
605	1800	DECK B	.94
606	1800	DECK D	.94
607	1800	DECK F	.94
608	1800	DECK H	.94

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	1.08
202	2066	DECK C	1.08
203	2066	DECK E	1.08
204	2066	DECK G	1.08
205	1631	DECK B	.85
206	1631	DECK D	.85
207	1631	DECK F	.85
208	1631	DECK H	.85

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	1.08
1-B	2066	DECK B	1.08
2-A	2066	DECK C	1.08
2-B	2066	DECK D	1.08
3-A	2066	DECK E	1.08
3-B	2066	DECK F	1.08
4-A	2066	DECK G	1.08
4-B	2066	DECK H	1.08

BUILDING 1
SQUARE FOOT 16,528

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2084	DECK A	1.10
1-B	1631	DECK B	.85
2-A	2084	DECK C	1.10
2-B	1631	DECK D	.85
3-A	2084	DECK E	1.10
3-B	1631	DECK F	.85
4-A	2084	DECK G	1.10
4-B	1631	DECK H	.85

BUILDING 7
SQUARE FOOT: 14,860

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.69
1-B	1304	DECK B	.69
2-A	2084	DECK C	1.10
2-B	2084	DECK D	1.10
3-A	2084	DECK E	1.10
3-B	2084	DECK F	1.10
4-A	2084	DECK G	1.10
4-B	2084	DECK H	1.10
5-A	2084	DECK I	1.10
5-B	2084	DECK J	1.10

BUILDING 8
SQUARE FOOT 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	1338	DECK A	.70
1-B	1248	DECK B	.65
2-A	2084	DECK C	1.10
2-B	1631	DECK D	.85
3-A	2084	DECK E	1.10
3-B	1631	DECK F	.85
4-A	2084	DECK G	1.10
4-B	1631	DECK H	.85
5-A	2084	DECK I	1.10
5-B	1631	DECK J	.85

BUILDING 9
SQUARE FOOT 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	1338	DECK A	.70
1-B	1248	DECK B	.65
2-A	2084	DECK C	1.10
2-B	1631	DECK D	.85
3-A	2084	DECK E	1.10
3-B	1631	DECK F	.85
4-A	2084	DECK G	1.10
4-B	1631	DECK H	.85
5-A	2084	DECK I	1.10
5-B	1631	DECK J	.85

BUILDING 10
SQUARE FOOT 17,446

WD 0622-0315

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1729	DECK A	.91
1-B	1725	DECK B	.90
2-A	1631	DECK C	.85
2-B	1668	DECK D	.87
2-C	2084	DECK E	1.10
3-A	1631	DECK F	.85
3-B	1668	DECK G	.87
3-C	2084	DECK H	1.10
4-A	1631	DECK I	.85
4-B	1668	DECK J	.87
4-C	2084	DECK K	1.10
5-A	1631	DECK L	.85
5-B	1668	DECK M	.87
5-C	2084	DECK N	1.10

BUILDING 11
SQUARE FOOT 24,986

TOTAL
SQUARE FOOTAGE 190,763

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B1.17

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:23:20 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at
Book 635 Page 238 of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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W00635-0238



DONNIE SHELLING
CAMDEN COUNTY
RECORDER OF DEEDS

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DEPUTY *Shelley*

PMLT

TWELFTH AMENDMENT

TO CONDOMINIUM DECLARATION FOR

SUMMER PLACE ON THE LAKE CONDOMINIUM

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded a certain plat known as Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B, and Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B, and Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B, Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B, and Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B;



and Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; and Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B, and Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B, and Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B, and Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B, and Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B records of Camden County, Missouri, upon which the plats for Summer Place on the Lake Condominium Building 5 have further been recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C, and Summer Place on the Lake Condominium Building 5 Amended have further been recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D, and Summer Place on the Lake Condominium Building 4 have further been recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D, and Summer Place on the Lake Condominium Building 3 have further been recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D and Summer Place on the Lake Condominium Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D, records of Camden County, Missouri; and Summer Place on the Lake Condominium Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D, records of Camden County, Missouri; and Summer Place on the Lake Condominium,

Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D, and Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book 90, Pages 11A, 11B, 11C, and 11D, and Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D, records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 12 of "Summer Place on the Lake Condominium Subdivision, Eleventh Addition" a subdivision filed of record in Plat Book 102, Page ^{01A}21B, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional buildings and other improvements, known as "Summer Place on the Lake Condominium, Building 12, filed of record in the Camden County Recorder's Office at Plat Book 102, Page ^{22A 4 & 5}22D; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 12;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of

Units 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A and 5-B which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 16 day of November, 2006.

WEST SHORE DEVELOPMENT, INC.

By: Judy Johnson
Judy Johnson, Vice President
Developer

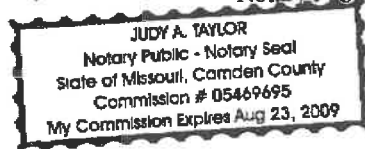
STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this 16 day of November, 2006, before me personally appeared Judy Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judy Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: _____

Judy A Taylor
Notary Public



AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 3, 4, 5, 6, 2, 1, 7, 8, 9, 10, 11 and 12

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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300	2077	DECK A	1.00
301	1508	DECK C	.73
302	1508	DECK E	.73
303	1508	DECK G	.73
304	1508	DECK I	.73
305	1800	DECK D	.86
306	1800	DECK F	.86
307	1800	DECK H	.86
308	1800	DECK J	.86

**BUILDING 3
SQUARE FOOTAGE 15,309**

400A	1010	DECK A	.48
400B	1104	DECK B	.53
401	1631	DECK C	.79
402	1631	DECK E	.79
403	1631	DECK G	.79
404	1631	DECK I	.79
405	2066	DECK D	.99
406	2066	DECK F	.99
407	2066	DECK H	.99
408	2066	DECK J	.99

**BUILDING 4
SQUARE FOOT 16,902**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
500A	1170	DECK A	.56
500B	1120	DECK B	.53
501	2066	DECK C	.99
502	2066	DECK E	.99
503	2066	DECK G	.99
504	2066	DECK I	.99
505	1800	DECK D	.86
506	1800	DECK F	.86
507	1800	DECK H	.86
508	1800	DECK J	.86

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	.99
602	2066	DECK C	.99
603	2066	DECK E	.99
604	2066	DECK G	.99
605	1800	DECK B	.86
606	1800	DECK D	.86
607	1800	DECK F	.86
608	1800	DECK H	.86

BUILDING 6
SQUARE FOOT 15,464

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
201	2066	DECK A	.99
202	2066	DECK C	.99
203	2066	DECK E	.99
204	2066	DECK G	.99
205	1631	DECK B	.79
206	1631	DECK D	.79
207	1631	DECK F	.79
208	1631	DECK H	.79

BUILDING 2
 SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	.99
1-B	2066	DECK B	.99
2-A	2066	DECK C	.99
2-B	2066	DECK D	.99
3-A	2066	DECK E	.99
3-B	2066	DECK F	.99
4-A	2066	DECK G	.99
4-B	2066	DECK H	.99

BUILDING 1
 SQUARE FOOT 16,528

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2084	DECK A	1.00
1-B	1631	DECK B	.79
2-A	2084	DECK C	1.00
2-B	1631	DECK D	.79
3-A	2084	DECK E	1.00
3-B	1631	DECK F	.79
4-A	2084	DECK G	1.00
4-B	1631	DECK H	.79

BUILDING 7
SQUARE FOOT: 14,860

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1304	DECK A	.62
1-B	1304	DECK B	.62
2-A	2084	DECK C	1.00
2-B	2084	DECK D	1.00
3-A	2084	DECK E	1.00
3-B	2084	DECK F	1.00
4-A	2084	DECK G	1.00
4-B	2084	DECK H	1.00
5-A	2084	DECK I	1.00
5-B	2084	DECK J	1.00

BUILDING 8
SQUARE FOOT 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	1338	DECK A	.64
1-B	1248	DECK B	.59
2-A	2084	DECK C	1.00
2-B	1631	DECK D	.79
3-A	2084	DECK E	1.00
3-B	1631	DECK F	.79
4-A	2084	DECK G	1.00
4-B	1631	DECK H	.79
5-A	2084	DECK I	1.00
5-B	1631	DECK J	.79

BUILDING 9
SQUARE FOOT 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	1338	DECK A	.64
1-B	1248	DECK B	.59
2-A	2084	DECK C	1.00
2-B	1631	DECK D	.79
3-A	2084	DECK E	1.00
3-B	1631	DECK F	.79
4-A	2084	DECK G	1.00
4-B	1631	DECK H	.79
5-A	2084	DECK I	1.00
5-B	1631	DECK J	.79

BUILDING 10
SQUARE FOOT 17,446

WI 0635-0238

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1729	DECK A	.83
1-B	1725	DECK B	.82
2-A	1631	DECK C	.79
2-B	1668	DECK D	.80
2-C	2084	DECK E	1.00
3-A	1631	DECK F	.79
3-B	1668	DECK G	.80
3-C	2084	DECK H	1.00
4-A	1631	DECK I	.79
4-B	1668	DECK J	.80
4-C	2084	DECK K	1.00
5-A	1631	DECK L	.79
5-B	1668	DECK M	.80
5-C	2084	DECK N	1.00

BUILDING 11
SQUARE FOOT 24,986

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1248	DECK A	.59
1-B	1348	DECK B	.64
2-A	1631	DECK C	.79
2-B	2084	DECK D	1.00
3-A	1631	DECK E	.79
3-B	2084	DECK F	1.00
4-A	1631	DECK G	.79
4-B	2084	DECK H	1.00
5-A	1631	DECK I	.79
5-B	2084	DECK J	1.00

BUILDING 12
SQUARE FOOT 17,446

TOTAL
SQUARE FOOTAGE 208,209

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B2.18
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:23:40 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 649 Page 405** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds

This certified copy's certificate number, page number and page count are displayed in the footer of each page. The certificate number can be verified at <https://validate.icounty.com/CertifiedCopies> until Apr 13, 2025.

For questions regarding this certified copy, please contact the Camden County, Missouri Recorder of Deeds office at:

Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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DONNIE SRELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2007 AUG 16 P 1:56 PM

PAGES 10 & 51

DEPUTY D. Mueller



PMLT _____

THIRTEENTH AMENDMENT

**TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded certain plats known as: Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B; Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B; Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B; Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B; Summer Place on the





Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B; Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B; Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B; Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B; Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B and Summer Place on the Lake Condominium Subdivision, Eleventh Addition recorded in Book 102, Pages 21A and 21B all in the records of Camden County, Missouri, and upon which the following plats have further been recorded: Summer Place on the Lake Condominium, Building 5 recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C; Summer Place on the Lake Condominium, Building 5 Amended recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D; Summer Place on the Lake Condominium, Building 4 recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D; Summer Place on the Lake Condominium, Building 3 recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D; Summer Place on the Lake Condominium, Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D; Summer Place on the Lake Condominium, Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D; Summer Place on the Lake Condominium, Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D; Summer Place on the Lake Condominium, Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; Summer Place on the Lake Condominium, Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 9, recorded



August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book 90, Pages 11A, 11B, 11C, and 11D; Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D; and Summer Place on the Lake Condominium, Building 12 recorded November 22, 2006, in Book 102, Pages 22A, 22B, 22C and 22D, all in the records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 101 of "Summer Place on the Lake Condominium Subdivision, Twelfth Addition" a subdivision filed of record in Plat Book 108, Pages 3A+B, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional building and other improvements, known as "Summer Place on the Lake Condominium, Building 101", filed of record in the Camden County Recorder's Office at Plat Book 108, Pages 4A thru 4C; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 101;

AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 101

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	.95
1-B	2066	DECK B	.95
2-A	2066	DECK C	.95
2-B	2066	DECK D	.95
3-A	2066	DECK E	.95
3-B	2066	DECK F	.95
4-A	2066	DECK G	.95
4-B	2066	DECK H	.95

BUILDING 1
SQUARE FOOT 16,528

201	2066	DECK A	.95
202	2066	DECK C	.95
203	2066	DECK E	.95
204	2066	DECK G	.95
205	1631	DECK B	.75
206	1631	DECK D	.75
207	1631	DECK F	.75
208	1631	DECK H	.75

BUILDING 2
SQUARE FOOT 14,788

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
300	2077	DECK A	.95
301	1508	DECK C	.69
302	1508	DECK E	.69
303	1508	DECK G	.69
304	1508	DECK I	.69
305	1800	DECK D	.83
306	1800	DECK F	.83
307	1800	DECK H	.83
308	1800	DECK J	.83

BUILDING 3
SQUARE FOOTAGE 15,309

400A	1010	DECK A	.46
400B	1104	DECK B	.51
401	1631	DECK C	.75
402	1631	DECK E	.75
403	1631	DECK G	.75
404	1631	DECK I	.75
405	2066	DECK D	.95
406	2066	DECK F	.95
407	2066	DECK H	.95
408	2066	DECK J	.95

BUILDING 4
SQUARE FOOT 16,902

500A	1170	DECK A	.54
500B	1120	DECK B	.51
501	2066	DECK C	.95
502	2066	DECK E	.95
503	2066	DECK G	.95
504	2066	DECK I	.95
505	1800	DECK D	.83
506	1800	DECK F	.83
507	1800	DECK H	.83
508	1800	DECK J	.83

BUILDING 5
SQUARE FOOT 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	.95
602	2066	DECK C	.95
603	2066	DECK E	.95
604	2066	DECK G	.95
605	1800	DECK B	.83
606	1800	DECK D	.83
607	1800	DECK F	.83
608	1800	DECK H	.83

BUILDING 6
SQUARE FOOT 15,464

1-A	2084	DECK A	.95
1-B	1631	DECK B	.75
2-A	2084	DECK C	.95
2-B	1631	DECK D	.75
3-A	2084	DECK E	.95
3-B	1631	DECK F	.75
4-A	2084	DECK G	.95
4-B	1631	DECK H	.75

BUILDING 7
SQUARE FOOT: 14,860

1-A	1304	DECK A	.60
1-B	1304	DECK B	.60
2-A	2084	DECK C	.95
2-B	2084	DECK D	.95
3-A	2084	DECK E	.95
3-B	2084	DECK F	.95
4-A	2084	DECK G	.95
4-B	2084	DECK H	.95
5-A	2084	DECK I	.95
5-B	2084	DECK J	.95

BUILDING 8
SQUARE FOOT 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

1-A	1338	DECK A	.61
1-B	1248	DECK B	.57
2-A	2084	DECK C	.95
2-B	1631	DECK D	.75
3-A	2084	DECK E	.95
3-B	1631	DECK F	.75
4-A	2084	DECK G	.95
4-B	1631	DECK H	.75
5-A	2084	DECK I	.95
5-B	1631	DECK J	.75

BUILDING 9
SQUARE FOOT 17,446

1-A	1338	DECK A	.61
1-B	1248	DECK B	.57
2-A	2084	DECK C	.95
2-B	1631	DECK D	.75
3-A	2084	DECK E	.95
3-B	1631	DECK F	.75
4-A	2084	DECK G	.95
4-B	1631	DECK H	.75
5-A	2084	DECK I	.95
5-B	1631	DECK J	.75

BUILDING 10
SQUARE FOOT 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1729	DECK A	.79
1-B	1725	DECK B	.79
2-A	1631	DECK C	.75
2-B	1668	DECK D	.77
2-C	2084	DECK E	.95
3-A	1631	DECK F	.75
3-B	1668	DECK G	.77
3-C	2084	DECK H	.95
4-A	1631	DECK I	.75
4-B	1668	DECK J	.77
4-C	2084	DECK K	.95
5-A	1631	DECK L	.75
5-B	1668	DECK M	.77
5-C	2084	DECK N	.95

BUILDING 11
 SQUARE FOOT 24,986

1-A	1248	DECK A	.57
1-B	1348	DECK B	.62
2-A	1631	DECK C	.75
2-B	2084	DECK D	.95
3-A	1631	DECK E	.75
3-B	2084	DECK F	.95
4-A	1631	DECK G	.75
4-B	2084	DECK H	.95
5-A	1631	DECK I	.75
5-B	2084	DECK J	.95

BUILDING 12
 SQUARE FOOT 17,446

W0649-0405

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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1A	1631	DECK A	.75
1B	1631	DECK B	.75
2A	1631	DECK C	.75
2B	1631	DECK D	.75
3A	1631	DECK E	.75
3B	1631	DECK F	.75

BUILDING 101
SQUARE FOOT 9,786

TOTAL
SQUARE FOOTAGE 278,995

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B3.19
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:24:03 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 671 Page 782** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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NO 0671-0782

DONNIE SHELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2009 JAN -6 P 3:43 PM

PGS. 10 \$ 51

DEPUTY *J. Williams*



PMLT

FOURTEENTH AMENDMENT

**TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded certain plats known as: Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B; Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B; Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B; Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B; Summer Place on the



Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B; Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B; Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B; Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B; Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B and Summer Place on the Lake Condominium Subdivision, Eleventh Addition recorded in Book 102, Pages 21A and 21B and Twelfth Addition recorded in Book 108, Pages 3A and 3B, all in the records of Camden County, Missouri, and upon which the following plats have further been recorded: Summer Place on the Lake Condominium, Building 5 recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C; Summer Place on the Lake Condominium, Building 5 Amended recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D; Summer Place on the Lake Condominium, Building 4 recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D; Summer Place on the Lake Condominium, Building 3 recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D; Summer Place on the Lake Condominium, Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D; Summer Place on the Lake Condominium, Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D; Summer Place on the Lake Condominium, Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D; Summer Place on the Lake Condominium, Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; Summer Place on the Lake Condominium, Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake

Condominium, Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book 90, Pages 11A, 11B, 11C, and 11D; Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D; Summer Place on the Lake Condominium, Building 12 recorded November 22, 2006, in Book 102, Pages 22A, 22B, 22C and 22D, and Summer Place on the Lake Condominium, Building 101 recorded August 16, 2007 in Book 108, Pages 4A, 4B and 4C, all in the records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 102 of "Summer Place on the Lake Condominium Subdivision, Thirteenth Addition" a subdivision filed of record in Plat Book 114, Pages 26, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional building and other improvements, known as "Summer Place on the Lake Condominium, Building 102", filed of record in the Camden County Recorder's Office at Plat Book 114, Pages 27; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 102;

AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 101 and 102

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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1-A	2066	DECK A	.90
1-B	2066	DECK B	.90
2-A	2066	DECK C	.90
2-B	2066	DECK D	.90
3-A	2066	DECK E	.90
3-B	2066	DECK F	.90
4-A	2066	DECK G	.90
4-B	2066	DECK H	.90

**BUILDING 1
SQUARE FOOTAGE: 16,528**

201	2066	DECK A	.90
202	2066	DECK C	.90
203	2066	DECK E	.90
204	2066	DECK G	.90
205	1631	DECK B	.71
206	1631	DECK D	.71
207	1631	DECK F	.71
208	1631	DECK H	.71

**BUILDING 2
SQUARE FOOTAGE: 14,788**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
----------	------------------	--------------------------	--

300	2077	DECK A	.91
301	1508	DECK C	.65
302	1508	DECK E	.65
303	1508	DECK G	.65
304	1508	DECK I	.65
305	1800	DECK D	.79
306	1800	DECK F	.79
307	1800	DECK H	.79
308	1800	DECK J	.79

BUILDING 3
SQUARE FOOTAGE: 15,309

400A	1010	DECK A	.45
400B	1104	DECK B	.49
401	1631	DECK C	.71
402	1631	DECK E	.71
403	1631	DECK G	.71
404	1631	DECK I	.71
405	2066	DECK D	.90
406	2066	DECK F	.90
407	2066	DECK H	.90
408	2066	DECK J	.90

BUILDING 4
SQUARE FOOTAGE: 16,902

500A	1170	DECK A	.52
500B	1120	DECK B	.51
501	2066	DECK C	.90
502	2066	DECK E	.90
503	2066	DECK G	.90
504	2066	DECK I	.90
505	1800	DECK D	.78
506	1800	DECK F	.78
507	1800	DECK H	.78
508	1800	DECK J	.78

BUILDING 5
SQUARE FOOTAGE: 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	.90
602	2066	DECK C	.90
603	2066	DECK E	.90
604	2066	DECK G	.90
605	1800	DECK B	.78
606	1800	DECK D	.78
607	1800	DECK F	.78
608	1800	DECK H	.78

BUILDING 6
SQUARE FOOTAGE: 15,464

1-A	2084	DECK A	.91
1-B	1631	DECK B	.71
2-A	2084	DECK C	.91
2-B	1631	DECK D	.71
3-A	2084	DECK E	.91
3-B	1631	DECK F	.71
4-A	2084	DECK G	.91
4-B	1631	DECK H	.71

BUILDING 7
SQUARE FOOTAGE: 14,860

1-A	1304	DECK A	.58
1-B	1304	DECK B	.58
2-A	2084	DECK C	.91
2-B	2084	DECK D	.91
3-A	2084	DECK E	.91
3-B	2084	DECK F	.91
4-A	2084	DECK G	.91
4-B	2084	DECK H	.91
5-A	2084	DECK I	.91
5-B	2084	DECK J	.91

BUILDING 8
SQUARE FOOTAGE: 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1338	DECK A	.59
1-B	1248	DECK B	.55
2-A	2084	DECK C	.91
2-B	1631	DECK D	.71
3-A	2084	DECK E	.91
3-B	1631	DECK F	.71
4-A	2084	DECK G	.91
4-B	1631	DECK H	.71
5-A	2084	DECK I	.91
5-B	1631	DECK J	.71

BUILDING 9
 SQUARE FOOTAGE: 17,446

1-A	1338	DECK A	.59
1-B	1248	DECK B	.55
2-A	2084	DECK C	.91
2-B	1631	DECK D	.71
3-A	2084	DECK E	.91
3-B	1631	DECK F	.71
4-A	2084	DECK G	.91
4-B	1631	DECK H	.71
5-A	2084	DECK I	.91
5-B	1631	DECK J	.71

BUILDING 10
 SQUARE FOOTAGE: 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1729	DECK A	.75
1-B	1725	DECK B	.75
2-A	1631	DECK C	.71
2-B	1668	DECK D	.74
2-C	2084	DECK E	.91
3-A	1631	DECK F	.71
3-B	1668	DECK G	.74
3-C	2084	DECK H	.91
4-A	1631	DECK I	.71
4-B	1668	DECK J	.74
4-C	2084	DECK K	.91
5-A	1631	DECK L	.71
5-B	1668	DECK M	.74
5-C	2084	DECK N	.91

BUILDING 11
 SQUARE FOOTAGE: 24,986

1-A	1248	DECK A	.55
1-B	1338	DECK B	.59
2-A	1631	DECK C	.71
2-B	2084	DECK D	.91
3-A	1631	DECK E	.71
3-B	2084	DECK F	.91
4-A	1631	DECK G	.71
4-B	2084	DECK H	.91
5-A	1631	DECK I	.71
5-B	2084	DECK J	.91

BUILDING 12
 SQUARE FOOTAGE: 17,446

WD 0671-0782

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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1A	1631	DECK A	.71
1B	1631	DECK B	.71
2A	1631	DECK C	.71
2B	1631	DECK D	.71
3A	1631	DECK E	.71
3B	1631	DECK F	.71

BUILDING 101
SQUARE FOOTAGE: 9,786

1A	1631	DECK A	.71
1B	2084	DECK B	.91
2A	1631	DECK C	.71
2B	2084	DECK D	.91
3A	1631	DECK E	.71
3B	2084	DECK F	.91

BUILDING 102
SQUARE FOOTAGE: 11,145

TOTAL
SQUARE FOOTAGE: 229,140

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B4.1A
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:24:28 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 763 Page 586** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds



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Camden County, Missouri
Recorder of Deeds
1 Court Circle, Ste 5
Camdenton Missouri 65020
Phone: (573) 317-3880



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Recording Date/Time: 05/13/2015 at 02:05:09 PM

Book: 763 Page: 586

Type: DECLA

Pages: 10

Fee: \$51.00 S 20150003596

PMLT



PMLT

FIFTEENTH AMENDMENT

**TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September, 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded certain plats known as: Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B; Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B; Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B; Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B; Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75,

Pages 22A and 22B; Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B; Summer Place on the Lake Condominium, Seventh Addition recorded in Book 83, Page 25A and 25B; Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B; Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B; Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B and Summer Place on the Lake Condominium Subdivision, Eleventh Addition recorded in Book 102, Pages 21A and 21B and Twelfth Addition recorded in Book 108, Pages 3A and 3B, all in the records of Camden County, Missouri, and upon which the following plats have further been recorded: Summer Place on the Lake Condominium, Building 5 recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C; Summer Place on the Lake Condominium, Building 5 Amended recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D; Summer Place on the Lake Condominium, Building 4 recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D; Summer Place on the Lake Condominium, Building 3 recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D; Summer Place on the Lake Condominium, Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D; Summer Place on the Lake Condominium, Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D; Summer Place on the Lake Condominium, Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D; Summer Place on the Lake Condominium, Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; Summer Place on the Lake Condominium, Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book

90, Pages 11A, 11B, 11C, and 11D; Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D; Summer Place on the Lake Condominium, Building 12 recorded November 22, 2006, in Book 102, Pages 22A, 22B, 22C and 22D, Summer Place on the Lake Condominium, Building 101 recorded August 16, 2007 in Book 108, Pages 4A, 4B and 4C and Summer Place on the Lake Condominium, Building 102 recorded January 6, 2009 in Book 114, Pages 27A, 27B, 27C and 27D, all in the records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 103 of "Summer Place on the Lake Condominium Subdivision, Fourteenth Addition" a subdivision filed of record in Plat Book 138, Pages 1, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional building and other improvements, known as "Summer Place on the Lake Condominium, Building 103", filed of record in the Camden County Recorder's Office at Plat Book 138, Pages 2; and,

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 103;

NOW THEREFORE, Developer does hereby declare that Exhibit C to the Condominium Declaration recorded in Book 485, Page 146, is hereby amended to establish the creation of Units 1A, 1B, 2A, 2B, 3A and 3B, which said amended Exhibit C is attached hereto and made a part hereof as Exhibit A.

Dated this 7 day of May, 2015.

WEST SHORE DEVELOPMENT, INC.

By: Judy K. Johnson
Judy K. Johnson, Vice President
Developer

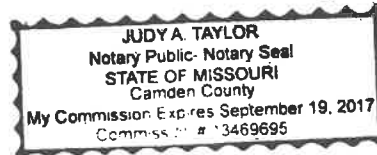
STATE OF MISSOURI]
 SS
COUNTY OF CAMDEN]

On this 7 day of May, 2015, before me personally appeared Judy K. Johnson to me personally known, who being by me duly sworn, did say that she is Vice-President of WEST SHORE DEVELOPMENT, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Judy K. Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire: _____

Judy A Taylor
Notary Public



AMENDED EXHIBIT C

Percentage Interest in Common Elements

SUMMER PLACE ON THE LAKE CONDOMINIUM

BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 101 and 102

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	2066	DECK A	.87
1-B	2066	DECK B	.87
2-A	2066	DECK C	.87
2-B	2066	DECK D	.87
3-A	2066	DECK E	.87
3-B	2066	DECK F	.87
4-A	2066	DECK G	.87
4-B	2066	DECK H	.87

**BUILDING 1
SQUARE FOOTAGE: 16,528**

201	2066	DECK A	.87
202	2066	DECK C	.87
203	2066	DECK E	.87
204	2066	DECK G	.87
205	1631	DECK B	.68
206	1631	DECK D	.68
207	1631	DECK F	.68
208	1631	DECK H	.68

**BUILDING 2
SQUARE FOOTAGE: 14,788**

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
300	2077	DECK A	.87
301	1508	DECK C	.63
302	1508	DECK E	.63
303	1508	DECK G	.63
304	1508	DECK I	.63
305	1800	DECK D	.76
306	1800	DECK F	.76
307	1800	DECK H	.76
308	1800	DECK J	.76

BUILDING 3
SQUARE FOOTAGE: 15,309

400A	1010	DECK A	.42
400B	1104	DECK B	.46
401	1631	DECK C	.68
402	1631	DECK E	.68
403	1631	DECK G	.68
404	1631	DECK I	.68
405	2066	DECK D	.87
406	2066	DECK F	.87
407	2066	DECK H	.87
408	2066	DECK J	.87

BUILDING 4
SQUARE FOOTAGE: 16,902

500A	1170	DECK A	.50
500B	1120	DECK B	.48
501	2066	DECK C	.87
502	2066	DECK E	.87
503	2066	DECK G	.87
504	2066	DECK I	.87
505	1800	DECK D	.76
506	1800	DECK F	.76
507	1800	DECK H	.76
508	1800	DECK J	.76

BUILDING 5
SQUARE FOOTAGE: 17,754

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
601	2066	DECK A	.87
602	2066	DECK C	.87
603	2066	DECK E	.87
604	2066	DECK G	.87
605	1800	DECK B	.76
606	1800	DECK D	.76
607	1800	DECK F	.76
608	1800	DECK H	.76

BUILDING 6
SQUARE FOOTAGE: 15,464

1-A	2084	DECK A	.87
1-B	1631	DECK B	.68
2-A	2084	DECK C	.87
2-B	1631	DECK D	.68
3-A	2084	DECK E	.87
3-B	1631	DECK F	.68
4-A	2084	DECK G	.87
4-B	1631	DECK H	.68

BUILDING 7
SQUARE FOOTAGE: 14,860

1-A	1304	DECK A	.55
1-B	1304	DECK B	.55
2-A	2084	DECK C	.87
2-B	2084	DECK D	.87
3-A	2084	DECK E	.87
3-B	2084	DECK F	.87
4-A	2084	DECK G	.87
4-B	2084	DECK H	.87
5-A	2084	DECK I	.87
5-B	2084	DECK J	.87

BUILDING 8
SQUARE FOOTAGE: 19,280

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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1-A	1338	DECK A	.56
1-B	1248	DECK B	.52
2-A	2084	DECK C	.87
2-B	1631	DECK D	.68
3-A	2084	DECK E	.87
3-B	1631	DECK F	.68
4-A	2084	DECK G	.87
4-B	1631	DECK H	.68
5-A	2084	DECK I	.87
5-B	1631	DECK J	.68

BUILDING 9
SQUARE FOOTAGE: 17,446

1-A	1338	DECK A	.56
1-B	1248	DECK B	.52
2-A	2084	DECK C	.87
2-B	1631	DECK D	.68
3-A	2084	DECK E	.87
3-B	1631	DECK F	.68
4-A	2084	DECK G	.87
4-B	1631	DECK H	.68
5-A	2084	DECK I	.87
5-B	1631	DECK J	.68

BUILDING 10
SQUARE FOOTAGE: 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	1729	DECK A	.73
1-B	1725	DECK B	.73
2-A	1631	DECK C	.68
2-B	1668	DECK D	.70
2-C	2084	DECK E	.87
3-A	1631	DECK F	.68
3-B	1668	DECK G	.70
3-C	2084	DECK H	.87
4-A	1631	DECK I	.68
4-B	1668	DECK J	.70
4-C	2084	DECK K	.87
5-A	1631	DECK L	.68
5-B	1668	DECK M	.70
5-C	2084	DECK N	.87

BUILDING 11
SQUARE FOOTAGE: 24,986

1-A	1248	DECK A	.52
1-B	1338	DECK B	.56
2-A	1631	DECK C	.68
2-B	2084	DECK D	.87
3-A	1631	DECK E	.68
3-B	2084	DECK F	.87
4-A	1631	DECK G	.68
4-B	2084	DECK H	.87
5-A	1631	DECK I	.68
5-B	2084	DECK J	.87

BUILDING 12
SQUARE FOOTAGE: 17,446

UNIT NO.	UNIT SQUARE FEET	LIMITED COMMON ELEMENTS*	PERCENTAGE INTEREST IN COMMON ELEMENTS
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1A	1631	DECK A	.68
1B	1631	DECK B	.68
2A	1631	DECK C	.68
2B	1631	DECK D	.68
3A	1631	DECK E	.68
3B	1631	DECK F	.68

BUILDING 101
 SQUARE FOOTAGE: 9,786

1A	1631	DECK A	.68
1B	2084	DECK B	.87
2A	1631	DECK C	.68
2B	2084	DECK D	.87
3A	1631	DECK E	.68
3B	2084	DECK F	.87

BUILDING 102
 SQUARE FOOTAGE: 11,145

1A	1604	DECK A	.67
1B	1604	DECK B	.67
2A	1604	DECK C	.67
2B	1604	DECK D	.67
3A	1604	DECK E	.67
3B	1604	DECK F	.67

BUILDING 103
 SQUARE FOOTAGE: 9,624

TOTAL
 SQUARE FOOTAGE: 238,764

Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B5.1B
Certification County: Camden County, Missouri
Certification Date: April 13, 2023
Certification Time: 12:25:20 PM

State of Missouri, } SS
County of Camden

This is to certify the attached is a true and exact copy of the document recorded at **Book 772 Page 501** of the aforesaid County and State.

Generated from the official public record this 13th day of April, 2023.



Donnie Snelling, Recorder of Deeds

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Recording Date/Time: 01/26/2016 at 10:27:28 AM

Book: 772 Page: 501

Type: AME

Pages: 3

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CURRAN & ASSOC



**SIXTEENTH AMENDMENT TO
SUMMER PLACE ON THE LAKE CONDOMINIUM
DECLARATION OF CONDOMINIUM**

COMES NOW Summer Place on the Lake Condominium Owner's Association, Inc. (the "Association"), a Missouri non-profit corporation, and files this amendment to the Summer Place on the Lake Condominium Declaration of Condominium on this 22 day of January, 2016.

WHEREAS, the Association serves as the property owner's association for Summer Place on the Lake Condominium as provided in the Summer Place on the Lake Condominium Declaration of Condominium (the "Declaration") dated September 14, 1999, recorded at Book 485, Page 146, Camden County Recorder's Office;

WHEREAS, the Association may amend the Declaration pursuant to Section 16.3 of the Declaration;

WHEREAS, at a duly held meeting of the Association, the members of the Association voted to amend the Declaration as required by the Declaration; and

WHEREAS, the Association has caused this Amendment to be prepared and recorded pursuant to Section 16.3 of the Declaration.

NOW THEREFORE, pursuant to the authority cited above, the Association does hereby amend the Declaration as follows:

I. The last sentence of Section 7.9 of the Declaration is hereby amended to read as follows:

Notwithstanding any other provisions of this Declaration to the contrary, in the event any maintenance, repair or replacement of another Unit Owner's Unit or Limited Common Element or any Common Element becomes necessary due to the negligence or misuse of a Unit Owner, such Unit Owner shall be responsible for the costs of repairing or replacing the damage or destruction so caused by such Unit Owner to the extent such costs are not actually recovered by the Association under the master insurance policy maintained by the Association, whether such non-recovery by the Association is due to the deductible amount, coverage limits or coverage exclusions under such master insurance policy. The Association shall

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assess a special loss assessment against the Unit Owner whose negligence or misuse caused such damage or destruction for the amount of such non-recovered costs, and such Unit Owner shall promptly pay such special loss assessment to the Association.

II. Section 10.11(d) of the Declaration is hereby amended to read as follows:

- (d) Each Unit Owner shall obtain and maintain at all times insurance against:
- (1) Liability for events occurring with the Unit in the amount of at least \$100,000.00 (or such greater amount as may be specified by the Board); and
 - (2) Losses with respect to personal property and furnishings, and similar matters of the type and nature of coverage commonly referred to as “tenants” improvements and betterments” or an “HO-6” policy, with coverage for the dwelling components in a minimum amount of \$10,000.00 (or such greater amount as may be specified by the Board).

Each Unit Owner may carry other insurance, in addition to that provided by the association and required by the Unit Owner to be maintained pursuant hereto, as that Unit Owner may determine. If a Unit Owner maintains an individual policy of insurance against loss by fire or other casualty also covered by the blanket insurance carried by the Association, then the benefits under such individual policy must be payable to the Association or its nominee as insurance trustee for the benefit of the Association and all Unit Owners and their first mortgagees, as their interests may appear. All insurance separately carried by a Unit Owner shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and directors, and all other Unit Owners, shall name the Association as an additional insured and shall not be cancellable or subject to reduction in coverage except after 30 days prior written notice to the Association. Upon written request of the Association, each Unit Owner shall promptly provide written evidence to the Association of the existence and continuance of the foregoing insurance coverages. The liability of the carriers issuing insurance to the Association shall not be affected or diminished by reason of any insurance carried by any Unit Owner.

III. The following new subsections (j) and (k) are hereby added to Section 10.11 of the Declaration.

(j) Notwithstanding any other provision of this Declaration to the contrary, except Section 11.5 (relating to misconduct) or Section 7.9 (relating to negligence or misuse), the Unit Owner of a Unit shall be responsible for paying for the costs of repairing or replacing any damage or destruction caused to the Unit Owner’s Unit or Limited Common Elements to the extent such costs are not actually recovered by the Association, whether such non-recovery by the Association is due to the deductible amount, coverage limits or coverage exclusions under such master insurance policy. The Association shall assess a

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special loss assessment against such Unit Owner for the amount of such non-recovered costs, and such Unit Owner shall promptly pay the amount of such special loss assessment to the Association.

(k) In the event a Common Element (other than a Limited Common Element) suffers any damage or destruction, the Association shall have the right to assess a special loss assessment against all Unit Owners, in accordance with each Unit Owner's percentage or fractional interest in and to the Common Elements, to the extent the costs of repair or replacement are not actually recovered by the Association is due to the deductible amount, coverage limits or coverage exclusions under such master insurance policy. Each Unit Owners shall promptly pay the amount of such special loss assessment against such Unit Owner.

IV. All of Article XIII (relating to first rights of refusals and other purchase rights upon sales, leases, gifts and certain other transfers of Unit(s) is hereby deleted from the Declaration.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this 22 day of January, 2016.

Summer Place on the Lake Condominium Owner's Association, Inc.

By: *Gerald Anderson*
Gerald Anderson, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this 22 day of January, 2016, before me, *Derek Lee Smith*, a Notary Public, appeared Gerald Anderson, to me known, who being by me duly sworn did say that he is the Secretary of Summer Place on the Lake Condominium Owner's Association, Inc., a Missouri non-profit corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Gerald Anderson, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in *Osage Beach, Mo*, the day and year last above written.

Derek Lee Smith
NOTARY PUBLIC

My commission expires:



Certified Copy

Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B6.1C

Certification County: Camden County, Missouri

Certification Date: April 13, 2023

Certification Time: 12:25:45 PM

State of Missouri, }
County of Camden } SS

This is to certify the attached is a true and exact copy of the document recorded at
Book 797 Page 72 of the aforesaid County and State.

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Donnie Snelling

Donnie Snelling, Recorder of Deeds

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Recording Date/Time: 11/15/2017 at 11:08:47 AM

Book: 797 Page: 72

Type: DECLA

Pages: 10

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WEST SHORE DEVELOPMENT



PMCW _____

SEVENTEENTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded certain plats known as: Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B; Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B; Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B; Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B; Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B; Summer Place on the Lake Condominium, Seventh



Addition recorded in Book 83, Page 25A and 25B; Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B; Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B; Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B and Summer Place on the Lake Condominium Subdivision, Eleventh Addition recorded in Book 102, Pages 21A and 21B and Twelfth Addition recorded in Book 108, Pages 3A and 3B, all in the records of Camden County, Missouri, and upon which the following plats have further been recorded: Summer Place on the Lake Condominium, Building 5 recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C; Summer Place on the Lake Condominium, Building 5 Amended recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D; Summer Place on the Lake Condominium, Building 4 recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D; Summer Place on the Lake Condominium, Building 3 recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D; Summer Place on the Lake Condominium, Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D; Summer Place on the Lake Condominium, Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D; Summer Place on the Lake Condominium, Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D; Summer Place on the Lake Condominium, Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; Summer Place on the Lake Condominium, Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book 90, Pages 11A, 11B, 11C, and 11D; Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D;

Summer Place on the Lake Condominium, Building 12 recorded November 22, 2006, in Book 102, Pages 22A, 22B, 22C and 22D, Summer Place on the Lake Condominium, Building 101 recorded August 16, 2007 in Book 108, Pages 4A, 4B and 4C and Summer Place on the Lake Condominium, Building 102 recorded January 6, 2009 in Book 114, Pages 27A, 27B, 27C and 27D and Summer Place on the Lake Condominium, Building 103, recorded November 15, 2017 in Book 147, Pages 41 all in the records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 104 of "Summer Place on the Lake Condominium Subdivision. Sixteenth Addition" a subdivision filed of record in Plat Book 147, Page 41, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional building and other improvements, known as "Summer Place on the Lake Condominium Building 104" filed of record in the Camden County Recorder's Office at Plat Book 147, Page 41; and

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 104.



AMENDED EXHIBIT C



**Percentage interest in Common Elements
SUMMER PLACE ON THE LAKE CONDOMINIUM**

BUILDINGS 1, 2 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 101, 102, 103 AND 104

Unit No.	Unit Square Feet	Limited Common Elements	Percentage interest in Common Elements
Building 1			
1-A	2066	DECK A	0.8312
1-B	2066	DECK B	0.8312
2-A	2066	DECK C	0.8312
2-B	2066	DECK D	0.8312
3-A	2066	DECK E	0.8312
3-B	2066	DECK F	0.8312
4-A	2066	DECK G	0.8312
4-B	2066	DECK H	0.8312
Building 1 sq ft	16528		
Building 2			
201	2066	DECK A	0.8312
202	2066	DECK C	0.8312
203	2066	DECK E	0.8312
204	2066	DECK G	0.8312
206	1631	DECK B	0.6562
206	1631	DECK D	0.6562
207	1631	DECK F	0.6562
208	1631	DECK H	0.6562
Building 2 sq ft	14788		
Building 3			
300	2077	DECK A	0.8356
301	1508	DECK C	0.6067
302	1508	DECK E	0.6067
303	1508	DECK G	0.6067
304	1508	DECK I	0.6067
305	1800	DECK D	0.7242
306	1800	DECK F	0.7242
307	1800	DECK H	0.7242
308	1800	DECK J	0.7242
Building 3 sq ft	15309		

Building 4	400A	1010 DECK A	0.4064
	400B	1104 DECK B	0.4442
	401	1631 DECK C	0.6562
	402	1631 DECK E	0.6562
	403	1631 DECK G	0.6562
	404	1631 DECK I	0.6562
	405	2066 DECK D	0.8312
	406	2066 DECK F	0.8312
	407	2066 DECK H	0.8312
	408	2066 DECK J	0.8312

Building 4 sq ft 16902

Building 5	500A	1170 DECK A	0.4707
	500B	1120 DECK B	0.4506
	501	2066 DECK C	0.8312
	502	2066 DECK E	0.8312
	503	2066 DECK G	0.8312
	504	2066 DECK I	0.8312
	505	1800 DECK D	0.7242
	506	1800 DECK F	0.7242
	507	1800 DECK H	0.7242
	508	1800 DECK J	0.7242

Building 5 sq ft 17754

Building 6	601	2066 DECK A	0.8312
	602	2066 DECK C	0.8312
	603	2066 DECK E	0.8312
	604	2066 DECK G	0.8312
	605	1800 DECK B	0.7242
	606	1800 DECK D	0.7242
	607	1800 DECK F	0.7242
	608	1800 DECK H	0.7242

Building 6 sq ft 15464

Building 7	1-A	2084 DECK A	0.8385
	1-B	1631 DECK B	0.6562
	2-A	2084 DECK C	0.8385
	2-B	1631 DECK D	0.6562
	3-A	2084 DECK E	0.8385
	3-B	1631 DECK F	0.6562
	4-A	2084 DECK G	0.8385
	4-B	1631 DECK H	0.6562

Building 7 sq ft 14860

Building 8	1-A	1304 DECK A	0.5246
	1-B	1304 DECK B	0.5246
	2-A	2084 DECK C	0.8385
	2-B	2084 DECK D	0.8385
	3-A	2084 DECK E	0.8385
	3-B	2084 DECK F	0.8385
	4-A	2084 DECK G	0.8385
	4-B	2084 DECK H	0.8385
	5-A	2084 DECK I	0.8385
	5-B	2084 DECK J	0.8385

Building 8 sq ft 19280

Building 9	1-A	1338 DECK A	0.5383
	1-B	1248 DECK B	0.5021
	2-A	2084 DECK C	0.8385
	2-B	1631 DECK D	0.6562
	3-A	2084 DECK E	0.8385
	3-B	1631 DECK F	0.6562
	4-A	2084 DECK G	0.8385
	4-B	1631 DECK H	0.6562
	5-A	2084 DECK I	0.8385
	5-B	1631 DECK J	0.6562

Building 9 sq ft 17446

Building 10	1-A	1338 DECK A	0.5383
	1-B	1248 DECK B	0.5021
	2-A	2084 DECK C	0.8385
	2-B	1631 DECK D	0.6562
	3-A	2084 DECK E	0.8385
	3-B	1631 DECK F	0.6562
	4-A	2084 DECK G	0.8385
	4-B	1631 DECK H	0.6562
	5-A	2084 DECK I	0.8385
	5-B	1631 DECK J	0.6562

Building 10 sq ft 17446

Building 11	1-A	1729 DECK A	0.6956
	1-B	1725 DECK B	0.6940
	2-A	1631 DECK C	0.6562
	2-B	1668 DECK D	0.6711
	2-C	2084 DECK E	0.8385
	3-A	1631 DECK F	0.6562
	3-B	1668 DECK G	0.6711
	3-C	2084 DECK H	0.8385
	4-A	1631 DECK I	0.6562
	4-B	1668 DECK J	0.6711
	4-C	2084 DECK K	0.8385
	5-A	1631 DECK L	0.6562
	5-B	1668 DECK M	0.6711
	5-C	2084 DECK N	0.8385

Building 11 sq ft 24986

Building 12	1-A	1248 DECK A	0.5021
	1-B	1338 DECK B	0.5383
	2-A	1631 DECK C	0.6562
	2-B	2084 DECK D	0.8385
	3-A	1631 DECK E	0.6562
	3-B	2084 DECK F	0.8385
	4-A	1631 DECK G	0.6562
	4-B	2084 DECK H	0.8385
	5-A	1631 DECK I	0.6562
	5-B	2084 DECK J	0.8385

Building 12 sq ft 17446

Building 101	1-A	1631 Deck A	0.6562
	1-B	1631 DECK B	0.6562
	2-A	1631 DECK C	0.6562
	2-B	1631 DECK D	0.6562
	3-A	1631 DECK E	0.6562
	3-B	1631 DECK F	0.6562

Building 101 sq ft 9786

Building 102	1-A	1631 DECK A	0.6562
	1-B	2084 DECK B	0.8385
	2-A	1631 DECK C	0.6562
	2-B	2084 DECK D	0.8385
	3-A	1631 DECK E	0.6562
	3-B	2084 DECK F	0.8385

Building 102 sq ft 11145

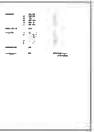
Building 103	1-A	1604 DECK A	0.6453
	1-B	1604 DECK B	0.6453
	2-A	1604 DECK C	0.6453
	2-B	1604 DECK D	0.6453
	3-A	1604 DECK E	0.6453
	3-B	1604 DECK F	0.6453

Building 103 sq ft 9624

Building 104	1-A	1631 Deck A	0.6562
	1-B	1631 Deck B	0.6562
	2-A	1631 Deck C	0.6562
	2-B	1631 Deck D	0.6562
	3-A	1631 Deck E	0.6562
	3-B	1631 Deck F	0.6562

Building 104 sq ft 9786

Total Square Feet	248550	100.00 Total common elements %tage
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Certification County: Camden County, Missouri
Certification Date: April 13, 2023
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Recording Date/Time: 01/16/2018 at 10:55:23 AM

Book: 799 Page: 179

Type: AME

Pages: 3

Fee: \$30.00 S 20180000442

SUMMER PLACE ON THE LAKE



**EIGHTEENTH AMENDMENT TO
SUMMER PLACE ON THE LAKE CONDOMINIUM
DECLARATION OF CONDOMINIUM**

COMES NOW Summer Place on the Lake Condominium Owner's Association, Inc., (the "Association"), a Missouri non-profit corporation, and files this amendment to the Summer Place on the Lake Condominium Declaration of Condominium on this 20 day of December, 2017.

WHEREAS, the Association serves as the property owner's association for Summer Place on the Lake Condominium as provided in the Summer Place on the Lake Condominium Declaration of Condominium (the "Declaration") dated September 14, 1999, recorded at Book 485, Page 146, Camden County Recorder's Office;

WHEREAS, the Association may amend the Declaration pursuant to Section 16.3 of the Declaration;

WHEREAS, at a duly held meeting of the Association, the members of the Association voted to amend the Declaration as required by the Declaration; and

WHEREAS, the Association has caused this Amendment to be prepared and recorded pursuant to Section 16.3 of the Declaration.

NOW THEREFORE, pursuant to the authority cited above, the Association does hereby amend the Declaration as follows:

The following Section 18.8, Section 18.9, Section 18.11 and Section 18.12 are hereby added to the Declaration:

Section 18.8. Lawsuits Against Officers and Directors. If any Unit Owner (other than the Declarant) commences a lawsuit or files a counterclaim or crossclaim against the Association, the Executive Board, or any committee, or any individual director, officer or committee member of the Association, and such Unit Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Association, Executive Board, committee, or individual director, officer or committee member sued by such Unit Owner shall be entitled to recover from such Unit Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorney's fees and court

costs. Such recovery right shall constitute a special assessment against the Unit Owner and the Unit Owner's Unit.

Section 18.9. Indemnification.

(a) To the fullest extent permitted by law, the Association shall indemnify each officer and director of the Association (each, an "**Indemnified Party**") against all expenses and liabilities, including, without limitation, attorney's fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a part or in which the Indemnified Party may become involved by reason of serving or having served in such capacity, provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The forgoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

(b) To the fullest extent permitted by law, no officer or director of the Association shall be liable to any Unit Owner, occupant or the Association or anyone claiming by, through or under any Unit Owner, occupant or the Association for any damages suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which such officer or director reasonably believed to be within the scope of his or its duties.

Section 18.10. Security. The Association, its respective officers, directors, managers, representatives and agents shall not in any way be considered insurers or guarantors of security within the property. Neither the Association, nor any of its officers, directors, managers, representatives or agents shall be held liable for any loss, damage, injury or death by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner, occupant, tenant, guest, and invitee assumes all risk of loss, damage, injury or death to persons, to units, and to the contents of units and further acknowledges that the Association, and its officers, directors, managers, representatives and agents have made no representations or warranties, nor has any Unit Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relative to any security measures recommended or undertaken or not undertaken.

Section 18.11. No Liability for Utility Failure and Certain Personal and Real Property Damage. Except to the extent covered by insurance maintained by the party to be charged, neither the Executive Board, the Association nor the Unit Owners shall be liable for injury or damage to persons or property caused by the elements or other events of nature, or resulting from the utility failure or from water, rain, dust or sand which may leak or flow from outside of the building, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement or assessments shall be claimed or allowed for such injury or damage or for such inconvenience or discomfort.

Section 18.12. No Liability for Use of Docks, Swimming Pool or Equipment. By acceptance of a deed to a Unit, all Unit Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any docks, swimming pool and any exercise or play equipment that may be installed as part of the Common Elements or otherwise made available to Unit Owners. The Association, its officers, directors, managers, representatives and agents shall have no liability or responsibility to any Unit Owner, occupant, tenant, guest or other party with respect to such inherent risks or hazards. Each Unit Owner, for himself, his occupants, the members of his family, his tenants, guests and invitees, shall be deemed to have released and agreed never to make a claim against the Association, or any of its officers, directors, managers, representatives or agents for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the docks, swimming pool area or any exercise or play equipment, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any such released parties with respect thereto.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this 20 day of December, 2017.

Summer Place on the Lake Condominium Owner's Association, Inc.

By: Gerald Anderson
Gerald Anderson, Secretary

STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this 20th day of December, 2017, before me, Lori D. Priest, a Notary Public, appeared Gerald Anderson, to me known, who being by me duly sworn did say that he is the Secretary of Summer Place on the Lake Condominium Owner's Association, Inc., a Missouri non-profit corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Gerald Anderson, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Osage Beach, MO, the day and year last above written.

Lori D. Priest
NOTARY PUBLIC

My Commission Expires:



Page 3 of 3

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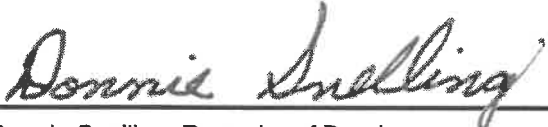
Camden County, Missouri
Donnie Snelling, Recorder of Deeds

Certificate Number: 29029.RD.23103012B8.1E
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County of Camden

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Recording Date/Time: 06/11/2019 at 11:42:11 AM

Book: 818 Page: 588
Type: DECLARATION
Page: 9
Fee: \$48.00 & 20190005730



WALK IN

PMCW

**NINETEENTH AMENDMENT
TO CONDOMINIUM DECLARATION FOR
SUMMER PLACE ON THE LAKE CONDOMINIUM**

Know all men by these presents:

WHEREAS, West Shore Development, Inc., as Developer/Declarant/Grantor, has heretofore declared, made and executed a certain Declaration of Condominium for Summer Place on the Lake Condominium, file for record in the Office of the Recorder of Deeds for Camden County, Missouri, on the 15th day of September 1999, in Book 485, Page 146, hereinafter referred to as "Condominium Declaration"; and

WHEREAS, Developer has heretofore caused to be prepared and recorded certain plats known as: Summer Place on the Lake Condominium Subdivision, recorded in Book 64, Pages 4A and 4B; Summer Place on the Lake Condominium Subdivision, First Addition, recorded in Book 65, Pages 33A and 33B; Summer Place on the Lake Condominium Subdivision, Second Addition, recorded in Book 67, Pages 36A and 36B; Summer Place on the Lake Condominium Subdivision, Third Addition, recorded in Book 69, Pages 21A and 21B; Summer Place on the Lake Condominium Subdivision, Fourth Addition, recorded in Book 70, Pages 28A and 28B; Summer Place on the Lake Condominium Subdivision, Fifth Addition, recorded in Book 75, Pages 22A and 22B; Summer Place on the Lake Condominium Subdivision, Sixth Addition, recorded in Book 78, Pages 4A and 4B; Summer Place on the Lake Condominium, Seventh



Addition recorded in Book 83, Page 25A and 25B; Summer Place on the Lake Condominium, Eighth Addition, recorded in Book 86, Pages 25A and 25B; Summer Place on the Lake Condominium Subdivision, Ninth Addition recorded in Book 90, Pages 10A and 10B; Summer Place on the Lake Condominium Subdivision, Tenth Addition recorded in Book 98, Pages 2A and 2B and Summer Place on the Lake Condominium Subdivision, Eleventh Addition recorded in Book 102, Pages 21A and 21B and Twelfth Addition recorded in Book 108, Pages 3A and 3B, all in the records of Camden County, Missouri, and upon which the following plats have further been recorded: Summer Place on the Lake Condominium, Building 5 recorded on the 15th day of September, 1999, in Book 64, Pages 5A, 5B and 5C; Summer Place on the Lake Condominium, Building 5 Amended recorded on the 30th day of December, 1999, in Book 65, Pages 12A, 12B, 12C and 12D; Summer Place on the Lake Condominium, Building 4 recorded on the 16th day of February, 2000, in Book 65, Pages 34A, 34B, 34C and 34D; Summer Place on the Lake Condominium, Building 3 recorded on the 9th day of August, 2000 in Book 67, Pages 37A, 37B, 37C and 37D; Summer Place on the Lake Condominium, Building 6, recorded December 28, 2000 in Book 69, Pages 22A, 22B, 22C and 22D; Summer Place on the Lake Condominium, Building 2, recorded May 4, 2001 in Book 70, Pages 29A, 29B, 29C and 29D; Summer Place on the Lake Condominium, Building 1, recorded July 9, 2002 in Book 75, Pages 23A, 23B, 23C and 23D; Summer Place on the Lake Condominium, Building 7, recorded March 13, 2003 in Book 78, Pages 5A, 5B, 5C and 5D; Summer Place on the Lake Condominium, Building 8, recorded March 29, 2004 in Book 83, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 9, recorded August 26, 2004 in Book 86, Pages 26A, 26B, 26C and 26D; Summer Place on the Lake Condominium, Building 10 recorded March 22, 2005 in Book 90, Pages 11A, 11B, 11C, and 11D; Summer Place on the Lake Condominium, Building 11 recorded April 12, 2006, in Book 98, Pages 3A, 3B, 3C and 3D;

Summer Place on the Lake Condominium, Building 12 recorded November 22, 2006, in Book 102, Pages 22A, 22B, 22C and 22D, Summer Place on the Lake Condominium, Building 101 recorded August 16, 2007 in Book 108, Pages 4A, 4B and 4C and Summer Place on the Lake Condominium, Building 102 recorded January 6, 2009 in Book 114, Pages 27A, 27B, 27C and 27D and Summer Place on the Lake Condominium, Building 103, recorded November 15, 2017 in Book 138, Page 3 and Summer Place on the Lake Condominium, Building 104, recorded November 15, 2017 in Book 147 Page 41 all in the records of Camden County, Missouri.

WHEREAS, in said Condominium Declaration and Amendments, Developer reserved to itself the right to enlarge or supplement the Condominium as described in said Condominium Declaration by submitting additional real property, building and improvements to the Missouri Uniform Condominium Act, which property would be separately designated and described on a plat thereof; and,

WHEREAS, Developer has completed the construction of one additional building upon Lot 105 of "Summer Place on the Lake Condominium Subdivision. Seventeenth Addition" a subdivision filed of record in Plat Book 154, Page 34, and other improvements; and,

WHEREAS, Developer has executed a plat of said additional building and other improvements, known as "Summer Place on the Lake Condominium Building 105" filed of record in the Camden County Recorder's Office at Plat Book 154, Page 34; and

WHEREAS, Developer desires now to submit to the Missouri Uniform Condominium Act such newly completed building and improvements located on Lot 105 Summer Place on the Lake.

AMENDED EXHIBIT C

**SUMMER PLACE ON THE LAKE CONDOMINIUM
Limited Common Elements and
Percentage interest in Common Elements**

BUILDINGS 1, 2 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 101, 102, 103, 104 and 105

Unit No.	Unit Square Feet	Limited Common Elements	Percentage interest in Common Elements
Building 1	1-A	2066 DECK A	0.7997
	1-B	2066 DECK B	0.7997
	2-A	2066 DECK C	0.7997
	2-B	2066 DECK D	0.7997
	3-A	2066 DECK E	0.7997
	3-B	2066 DECK F	0.7997
	4-A	2066 DECK G	0.7997
	4-B	2066 DECK H	0.7997
Building 1 sq ft	16528		
Building 2	201	2066 DECK A	0.7997
	202	2066 DECK C	0.7997
	203	2066 DECK E	0.7997
	204	2066 DECK G	0.7997
	206	1631 DECK B	0.6313
	206	1631 DECK D	0.6313
	207	1631 DECK F	0.6313
	208	1631 DECK H	0.6313
Building 2 sq ft	14788		
Building 3	300	2077 DECK A	0.8040
	301	1508 DECK C	0.5837
	302	1508 DECK E	0.5837
	303	1508 DECK G	0.5837
	304	1508 DECK I	0.5837
	305	1800 DECK D	0.6968
	306	1800 DECK F	0.6968
	307	1800 DECK H	0.6968
	308	1800 DECK J	0.6968
Building 3 sq ft	15309		

Building 4	400A	1010 DECK A	0.3910
	400B	1104 DECK B	0.4274
	401	1631 DECK C	0.6313
	402	1631 DECK E	0.6313
	403	1631 DECK G	0.6313
	404	1631 DECK I	0.6313
	405	2066 DECK D	0.7997
	406	2066 DECK F	0.7997
	407	2066 DECK H	0.7997
	408	2066 DECK J	0.7997

Building 4 sq ft 16902

Building 5	500A	1170 DECK A	0.4529
	500B	1120 DECK B	0.4335
	501	2066 DECK C	0.7997
	502	2066 DECK E	0.7997
	503	2066 DECK G	0.7997
	504	2066 DECK I	0.7997
	505	1800 DECK D	0.6968
	506	1800 DECK F	0.6968
	507	1800 DECK H	0.6968
	508	1800 DECK J	0.6968

Building 5 sq ft 17754

Building 6	601	2066 DECK A	0.7997
	602	2066 DECK C	0.7997
	603	2066 DECK E	0.7997
	604	2066 DECK G	0.7997
	605	1800 DECK B	0.6968
	606	1800 DECK D	0.6968
	607	1800 DECK F	0.6968
	608	1800 DECK H	0.6968

Building 6 sq ft 15464

Building 7	1-A	2084 DECK A	0.8067
	1-B	1631 DECK B	0.6313
	2-A	2084 DECK C	0.8067
	2-B	1631 DECK D	0.6313
	3-A	2084 DECK E	0.8067



3-B	1631 DECK F	0.6313
4-A	2084 DECK G	0.8067
4-B	1631 DECK H	0.6313

Building 7 sq ft 14860

Building 8

1-A	1304 DECK A	0.5048
1-B	1304 DECK B	0.5048
2-A	2084 DECK C	0.8067
2-B	2084 DECK D	0.8067
3-A	2084 DECK E	0.8067
3-B	2084 DECK F	0.8067
4-A	2084 DECK G	0.8067
4-B	2084 DECK H	0.8067
5-A	2084 DECK I	0.8067
5-B	2084 DECK J	0.8067

Building 8 sq ft 19280

Building 9

1-A	1338 DECK A	0.5179
1-B	1248 DECK B	0.4831
2-A	2084 DECK C	0.8067
2-B	1631 DECK D	0.6313
3-A	2084 DECK E	0.8067
3-B	1631 DECK F	0.6313
4-A	2084 DECK G	0.8067
4-B	1631 DECK H	0.6313
5-A	2084 DECK I	0.8067
5-B	1631 DECK J	0.6313

Building 9 sq ft 17446

Building 10

1-A	1338 DECK A	0.5179
1-B	1248 DECK B	0.4831
2-A	2084 DECK C	0.8067
2-B	1631 DECK D	0.6313
3-A	2084 DECK E	0.8067
3-B	1631 DECK F	0.6313
4-A	2084 DECK G	0.8067
4-B	1631 DECK H	0.6313
5-A	2084 DECK I	0.8067
5-B	1631 DECK J	0.6313

Building 10 sq ft 17446





Building 11	1-A	1729 DECK A	0.6693
	1-B	1725 DECK B	0.6677
	2-A	1631 DECK C	0.6313
	2-B	1668 DECK D	0.6457
	2-C	2084 DECK E	0.8067
	3-A	1631 DECK F	0.6313
	3-B	1668 DECK G	0.6457
	3-C	2084 DECK H	0.8067
	4-A	1631 DECK I	0.6313
	4-B	1668 DECK J	0.6457
	4-C	2084 DECK K	0.8067
	5-A	1631 DECK L	0.6313
	5-B	1668 DECK M	0.6457
	5-C	2084 DECK N	0.8067

Building 11 sq ft 24986

Building 12	1-A	1248 DECK A	0.4831
	1-B	1338 DECK B	0.5179
	2-A	1631 DECK C	0.6313
	2-B	2084 DECK D	0.8067
	3-A	1631 DECK E	0.6313
	3-B	2084 DECK F	0.8067
	4-A	1631 DECK G	0.6313
	4-B	2084 DECK H	0.8067
	5-A	1631 DECK I	0.6313
	5-B	2084 DECK J	0.8067

Building 12 sq ft 17446

Building 101	1-A	1631 Deck A	0.6313
	1-B	1631 DECK B	0.6313
	2-A	1631 DECK C	0.6313
	2-B	1631 DECK D	0.6313
	3-A	1631 DECK E	0.6313
	3-B	1631 DECK F	0.6313

Building 101 sq ft 9786

Building 102	1-A	1631 DECK A	0.6313
	1-B	2084 DECK B	0.8067
	2-A	1631 DECK C	0.6313
	2-B	2084 DECK D	0.8067
	3-A	1631 DECK E	0.6313





	3-B	2084 DECK F	0.8067
Building 102 sq ft		11145	
Building 103	1-A	1604 DECK A	0.6209
	1-B	1604 DECK B	0.6209
	2-A	1604 DECK C	0.6209
	2-B	1604 DECK D	0.6209
	3-A	1604 DECK E	0.6209
	3-B	1604 DECK F	0.6209
Building 103 sq ft		9624	
Building 104	1-A	1631 Deck A	0.6313
	1-B	1631 Deck B	0.6313
	2-A	1631 Deck C	0.6313
	2-B	1631 Deck D	0.6313
	3-A	1631 Deck E	0.6313
	3-B	1631 Deck F	0.6313
Building 104 sq ft		9786	
Building 105	1-A	1631 Deck A	0.6313
	1-B	1631 Deck B	0.6313
	2-A	1631 Deck C	0.6313
	2-B	1631 Deck D	0.6313
	3-A	1631 Deck E	0.6313
	3-B	1631 Deck F	0.6313
Building 105 sq ft		9786	
Total Square Feet		258336	100.00 Total common elements %tage



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Book: 869 Page: 721



Type: AFF
Page: Affidavit
Fee: \$33.00
April 3, 2022

Electronically Recorded
Grantor: Mark Mertens
Grantee: Summer Place on the Lake
Condominium Owners'
Association, Inc.
Donnie Snelling
Recorder of Deeds

Registered Agent: Professional Management
Group, Inc.
3524 S. Highway 54
P.O. Box 2409
Lake Ozark, MO 65049

AFFIDAVIT OF AMENDMENT TO BYLAWS

STATE OF MISSOURI)
COUNTY OF *Camden*)

I, the undersigned, Mark Mertens, swear and affirm that the matters set out below are true to the best of my knowledge, and are based on my first-hand knowledge unless otherwise stated.

1. I am the President of the Board of Directors for Summer Place on the Lake Condominium Owners' Association, Inc., a Missouri not for profit corporation, which is the same entity also sometimes known as Summer Place On The Lake Owners' Association, Inc., or, Summer Place on the Lake Condominium Owners' Association, and I served in that capacity since October 7, 2021.

2. West Shore Development, Inc., is a Missouri general business corporation which developed Summer Place on the Lake Condominium, and in connection with doing so created a Declaration of Condominium, which West Shore caused to be recorded in Book 485 Page 146 of the records of the Camden County Recorder, on



September 15, 1999, as authorized by Section 448.2-101.1, RSMo., which Declaration was executed on September 14, 1999.

3. Attached as Exhibit B to the Declaration as recorded is a set of Bylaws for Summer Place on the Lake Condominium Owners' Association, Inc., which Bylaws have remained in effect since recorded, subject to certain amendments which have taken place since.

4. On January 13, 2022, the members of Summer Place on the Lake Condominium Owners' Association, Inc., having first been duly notified of a meeting for purposes of considering a Bylaw amendment, approved by the required affirmative votes an amendment to the Bylaws creating a new article of the Bylaws, ARTICLE XV, a fair and accurate copy of which is attached to this Affidavit.

Further sayeth Affiant naught.



Mark Mertens
President, Board of Directors

**AMENDMENT TO THE BYLAWS OF SUMMER PLACE ON THE LAKE
OWNERS' ASSOCIATION, INC.**

Having been duly placed to a vote of the membership of Summer Place On The Lake Owners' Association, Inc. (the "Association"), and having passed by a majority of at least two thirds (2/3) of the members having a right to vote, the following ARTICLE XV is hereby added to and incorporated by reference to the Bylaws, effective on the 13th day of January, 2022.

ARTICLE XV. HOA RESERVE CONTRIBUTION

There shall be an HOA Reserve Contribution of One Thousand and 00/100 Dollars (\$1,000.00) for membership in the Association, which shall be charged to every first time unit owner acquiring title to a unit in the Condominium after the effective date of the Bylaws amendment adopting this ARTICLE XV.

This HOA Reserve Contribution shall be treated in all respects like an assessment for common maintenance, as set out in ARTICLE XI of the Declaration governing assessments, come due and payable immediately upon transfer of title to a unit, and if not paid at the time of transfer, shall be deemed to be a past due assessment, shall give rise to a lien on the transferred unit in favor of the Association, and be subject to collection the same as a past due assessment.

Certain transfers are exempt from the requirement of an HOA Reserve Contribution, and none shall be due or collected in these circumstances: a) transfers of a unit from one unit owner to a different unit owner; b) transfers between owners of the same unit; c) transfer between spouses or to the natural or adoptive children or grandchildren of a unit owner; d) transfers as part of a unit owner's estate or business plan, such as a transfer by beneficiary deed, or to a living trust, limited liability company, or corporation, provided the transferring unit owner retains beneficial ownership and control over the unit being so transferred; or e) transfers taking place by operation of death or incapacity of a unit owner, or pursuant to order of any court having jurisdiction to order a transfer in connection with a probate proceeding or dissolution of marriage.

The funds collected for the HOA Reserve Contribution shall become part of the general capital reserve fund of the Association, and subject to control of the Board of Directors, which shall account for the receipt of HOA Reserve Contribution payments as a separate line item in the general ledger, but need not account separately for expenditures from such funds any differently than for expenditures from the general capital reserve fund.

The Board of Directors may, without a vote of the membership as a whole, not more frequently than once every Twelve (12) months, increase this membership fee by not more than Five (5) percent of the fee per year since last increase, as it exists at the time of increase.