

**2015 AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND
BYLAWS, COVENANTS, RESTRICTIONS AND EASEMENTS
OF
WATER'S EDGE CONDOMINIUM
LAKE OZARK, MO 65049**

By vote of Unit Owners of the Water's Edge Homeowners Association, Inc. eligible to vote, the following amendment, effective January 1, 2016, was approved to amend the "DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, COVENANTS, RESTRICTIONS, AND EASEMENTS OF WATER'S EDGE CONDOMINIUM LAKE OZARK, MO 65049" dated August 29, 1974 and thereafter amended, as recorded in the Office of Recorder of Deeds of Camden County, Missouri.

The provisions of this amendment are as follows:

1. The Declaration of Condominium Ownership, including Appendix A and Appendix B, are retained unchanged in their entirety, but included in this amendment for clarity purposes.
2. This amendment acknowledges and accepts that Water's Edge Condominium filed new Articles of Incorporation with the Missouri Secretary Of State dated March 19, 1980 under the name of "Water's Edge Homeowners Association, Inc.".
3. This amendment acknowledges and accepts that Water's Edge Condominium previously formed the Water's Edge Marina Corporation, Inc. pursuant to requirements of relevant Missouri statutes and filed Articles of Incorporation with the Missouri Secretary of State dated July 8, 1975.
4. This amendment acknowledges and accepts that Water's Edge Condominium and Water's Edge Homeowners Association, Inc. has, pursuant to Missouri statutes, adopted and uses a fictitious name of "Waters Edge Condominiums" for public relations and marketing purposes.
5. Appendix C-Bylaws of Water's Edge Condominium Articles I, II, III, IV, V, VII, VIII, IX, X, XI, XII, XIII, XIV, and XV are hereby struck in their entirety and replaced with the provisions of this amendment as hereinafter described below. Article VI is retained unchanged in its entirety, but included in this amendment for clarity purposes.
6. This amendment acknowledges and accepts the amendment to the DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, COVENANTS, RESTRICTIONS, AND EASEMENTS OF WATER'S EDGE CONDOMINIUM LAKE OZARK, MO 65049 filed with the Office of Recorder of Deeds of Camden County, Missouri on September 29, 1978 listing

the Percentage of Common Elements for each unit. Its provisions are retained unchanged in their entirety, but referenced in this amendment for clarity purposes.

7. The 2014 AMENDMENT TO DECLARATIONS OF CONDOMINIUM FOR WATER'S EDGE CONDOMINIUM, dated December 4, 2014, regarding the replacement of Building 28 due to its loss by fire is retained unchanged in its entirety but referenced in this amendment for clarity purposes.
8. Appendix C-Bylaws of Water's Edge Condominium, as amended, follows:

DECLARATION OF CONDOMINIUM

OF

WATER'S EDGE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made and entered into the 29th day of August, 1974 by LAKE OZARK ASSOCIATES (the "Developer"), a joint venture consisting of MIDWEST REALTY MARKETING CORPORATION, a Delaware corporation, and RECONDEV CORPORATION, a Missouri corporation.

The Developer, owner of the parcel of land herein described, in order to obtain and provide, for the mutual benefit of all future owners and occupants of the Property, all the rights and privileges of Condominium ownership under the Condominium Property Act of the State of Missouri (the "Act"), and to provide further for the proper development and administration of the Property and to protect and enhance the value, desirability and attractiveness of the Property for the benefit of each future owner and occupant, does hereby submit the parcel to the Act and establish the parcel as:

WATER'S EDGE CONDOMINIUM

(the "Condominium")

1. The parcel of land (the "Parcel") submitted to the Act is described in Appendix A which is part of this Declaration. The Parcel, together with all buildings and improvements to be constructed on it and all appurtenances to it (which together shall constitute the "Property"), shall be and remain subject to the provisions of the Act until released therefrom as provided in the Act, and all persons acquiring any interest in the Property shall acquire and hold their interests subject to the provisions of the Act, the Declaration and the By-Laws of the Condominium as in effect from time to time.

2. The Property shall be and is divided into units and common elements. The legal description of each unit shall consist of an identifying number as shown on the Condominium Plat, which is being executed by the Developer simultaneously with this Declaration of Condominium and recorded or as shown on any amended or supplemental Condominium Plat for the Condominium in the event additional land shall be submitted to the Act as part of the Condominium by amended declaration or in the event of a change in the number of units, by submission of additional land to the Act, deletion of part of the Parcel or otherwise, or in the size or dimensions of any units. The common elements shall be all portions of the Property except the units.

STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

On this 29th day of August, 1974, before me appeared Robert L. Donahue, to me personally known, who being by me duly sworn did say that he is the President of MIDWEST REALTY MARKETING CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the foregoing instrument was signed by him and sealed in behalf of said corporation by authority of its Board of Directors and acknowledged the foregoing 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 on the day and year above written.

Grace Clamm
 Notary Public



Commission Expires: 1-30-75

STATE OF MISSOURI)
) SS.
 COUNTY OF CAMDEN)

On this 4th day of September, 1974, before me appeared Harry J. Quinn, to me personally known, who being by me duly sworn did say that he is the President of RECONDEV CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the foregoing instrument was signed by him and sealed in behalf of said corporation by authority of its Board of Directors and acknowledged the foregoing 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 on the day and year above written.

Bethene L. Lutz
 Notary Public



Commission Expires: Bethene!

APPENDIX A

The following Parcel located in Camden County, Missouri, is the property submitted to the Condominium Property Act of the State of Missouri.

A tract of land in the SW quarter of Section 27, and the NW quarter of Section 34, Township 40 N., Range 16 W., Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the east line of Lot 4, "HORSESHOE BEND PALISADES NO. 1", and the south right-of-way line of State Route H-H; thence, S69°06'46"W, 298.85 ft. along said right-of-way line; thence continuing along said right-of-way line on a curve to the right, said curve having a radius of 608.61 ft. and an arc length of 126.27 ft.; thence S09°00'00" E, 511.63 ft.; thence S20°35'06" W, 463.60 ft.; thence S30°37'07"W, 284.69 ft., thence S26°26'39" E, 334.41 ft.; thence S17°22'10" W, 70.49 ft.; thence S51°00'05" W, 127.5 ft. more or less to the 662 contour line; thence southerly, easterly, and northerly along the 662 contour line an approximate distance of 3520 ft. to the south-east corner of said Lot 4; thence N23°26'14" W, along the east line of Lot 4, 461.49 ft. to the point of beginning.

APPENDIX B

Condominium designation, Percentage of Ownership of Common Elements is subject to change as per Article II, Paragraph 2.1 of the By-Laws, APPENDIX C. The percentage of Ownership of Common Elements schedule is therefore made a part of this booklet in looseleaf form.

APPENDIX C
2015 AMENDED BYLAWS
OF
WATER’S EDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1. INTRODUCTORY PROVISIONS

SECTION 1.1--APPLICABILITY. These 2015 Amended Bylaws will relate solely to the property called Waters Edge Condominiums owned entirely by the Water’s Edge Homeowners Association, Inc. located in the Village of Four Seasons, Missouri (the “Property”), more fully described in the Declaration of Condominium of the Water’s Edge Condominium at 35 Water’s Edge Court, a Condominium dated August 29, 1974, and Plats and Plans attached thereto (collectively the “Declaration”) recorded in the Office of the Recorder of Deeds of Camden County Missouri in Book 182, Page 406 and as thereafter amended by the Association.

SECTION 1.2--COMPLIANCE. With the exception of the Declarations and Article 6, these Bylaws will be governed by applicable Sections 448.1-101 to 448.4-120 of the Missouri Uniform Condominium Act (hereinafter “Act”), Missouri Revised Statutes, as currently enacted and hereafter revised. Pursuant to the provisions of the Act, every Unit Owner and all persons including guests and renters permitted to occupy a Unit shall comply with these Bylaws.

SECTION 1.3--OFFICE. The office of the Condominium and Association will be located at 35 Water’s Edge Court, Village of Four Seasons, Missouri 65049, or at such other location as may be designated from time to time by the Board of Directors.

SECTION 1.4--INCORPORATION OF STATUTORY LAW. Except as expressly provided in these Amended Bylaws, the Declaration, or the Act, the Association will be governed by the provisions of any applicable statute of the State of Missouri.

SECTION 1.5--DEFINITIONS. Capitalized terms used herein without definition will have the meaning specified for such terms in the Declaration to which these Amended Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act. By way of illustration and not by way of any limitation, the following definitions will apply to these Amended Bylaws:

- 1.5.1 Common Elements: All portions of the Property except the Units.
- 1.5.2 Association: The Unit Owners’ association organized under the Act and called the “Water’s Edge Homeowners Association, Inc.” (hereinafter “Association” or “HOA”).
- 1.5.3 Common Expenses: Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.5.4 Common Expense Liability: The liability for Common Expenses allocated to each Unit and Unit Owner pursuant to the Act and these Bylaws.

- 1.5.5 Board of Directors/Board of Managers: The elected body designated in the Declaration, the Act, and these Bylaws to act on behalf of the Association (hereinafter "Board).
- 1.5.6 Limited Common Element: A portion of the Common Elements allocated by the Declaration or by these Bylaws for the exclusive use of one or more, but fewer than all, of the Units or Unit Owners.
- 1.5.7 Person: A natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity as defined in the Act.
- 1.5.8 Purchaser: Any person, who by means of a voluntary transfer, acquires a legal or equitable interest in a Unit, as defined in the Act.
- 1.5.9 Residential Purposes: Use of the Unit for dwelling or recreational purposes, or both.
- 1.5.10 Unit: Generally, a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to subdivision (5) of subsection (1) of Section 448.2-105 of the Act.
- (1) A Unit is a part of the Property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way.
 - (2) The boundaries of a unit are measured to the inner surfaces of the exterior walls, the inner surfaces of walls dividing Units and the inner surfaces of floors and ceilings dividing Units, including all windows and exterior doors
 - (3) Equipment for the heating and cooling of a single Unit, although not located within the measurements of the Unit shall be Limited Common Elements but will be the sole responsibility of the Unit Owner to maintain and replace.
 - (4) 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.
 - (5) Any chute, flue, duct, wire, conduit, pipes, utility lines, bearing wall, bearing column, other structural components, or any other fixtures lying partially within and partially outside the Unit's designated boundaries, 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.
 - (6) Subject to the provisions of subdivision (5) of this section, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(7) Any shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Units boundaries, are Limited Common Elements allocated exclusively to that Unit.

1.5.11 Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute Ownership of a Unit.

1.5.12 Property: All land, property, or properties and space comprising the parcel or parcels, and all easements, rights, and appurtenances belonging thereto, all improvements and structures erected, constructed or contained therein or they are on, including buildings, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Unit Owners, subject to the provisions of the Act.

1.5.13 Percentage Interest: The undivided Percentage Interest in the General Common Elements belonging to a Unit or Units, as listed in Attachment 1 to these Bylaws.

1.5.14 Association Manager or Managing Agent: An individual with relevant operational and financial management skills and expertise in managing business operations, or a management services company with requisite experience in managing condo complexes and associations, determined and engaged by the Board to manage the daily operations and the business office functions of the Association under the direction, monitoring, and supervision of the Board.

1.5.15 Majority of Unit Owners: Over percent (50%) in the aggregate interests of undivided ownership of the Common Elements of the Unit Owners who are entitled to cast votes for the election of Board members.

ARTICLE 2. WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.

SECTION 2.1--MEMBERSHIP: The Association is a Missouri not-for-profit corporation, all members of which are the Unit Owners. A person will automatically become a member of the Association at the time he/she acquires legal title to a Unit, and will continue to be a member so long as he/she holds title to such Unit. A Unit Owner will not be permitted to resign from membership in the Association prior to the time when he/she transfers title to their Unit to another. No membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership will be automatic upon transfer of title, but the Association may treat the prior Unit Owner as a member for all purposes until satisfactory evidence of the recording of the instrument transferring title will be presented to the Association office. The date of recordation of an instrument of conveyance in the Office of the Camden County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units. A mortgage conveyance of any Unit, however, will not operate to transfer membership until the mortgage is foreclosed or the Unit sold in lieu of foreclosure.

SECTION 2.2--ASSOCIATION POWERS: Subject to the provisions of the Act, and by way of illustration and not by way of any limitations, the Association maintains authority to carry out the following powers and duties, and delegates authority and responsibility, except as defined in these Bylaws in Article V-Powers of the Board, or the Act:

- A. Adopt and amend Association Bylaws.
- B. Adopt and Amend Association Rules and Regulations.
- C. Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for Common Expenses from Unit Owners.
- D. Hire and terminate the Association Manager and other employees, agents, and independent contractors.
- E. 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 Association.
- F. Negotiate and execute contracts and incur liabilities.
- G. Manage and regulate the use, maintenance, repair, replacement, and modification of Common Elements.
- H. Cause additional improvements to be made as part of the Common Elements.
- I. 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 the provisions the Act and these Bylaws.
- J. Grant easements, leases, licenses, and concessions through or over the Common Elements.
- K. 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 these Bylaws and the Act, and services provided to Unit Owners.
- L. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines against Unit Owners for violations of the Association's Bylaws and Rules and Regulations.
- M. Impose reasonable charges for the preparation and recordation of amendments to the Declaration, Resale Certificates, or statements of unpaid assessments.
- N. Place and maintain insurance coverages mandated by the Act or determined by the Association as necessary to protect the Association and Unit Owners.
- O. Provide for the indemnification of the Association Board, officers, and management personnel, including securing and maintaining Directors and Officers Liability Insurance.
- P. Assign the Association's rights to future income, including the right to receive Common Expense assessments, but only to the extent expressly permitted by the Act and these Bylaws.

- Q. Exercise any other powers not prohibited by the Act or other Missouri statutes determined necessary and proper for the governance and operation of the Association and for the benefit and protection of the Association and Unit Owners.
- R. Exercise any other powers not prohibited by the Act or other Missouri statutes that may be exercised in Missouri by legal entities of the same type as the Association.

SECTION 2.3--ANNUAL MEETING: Unit Owners shall hold an annual meeting at a date and time designated by the Board. The purpose of the Association's annual meeting will be to elect Board members and to conduct such other business as may be required by the Act or these Bylaws.

SECTION 2.4--OTHER REGULAR ASSOCIATION MEETINGS: The Board shall provide Unit Owners with an annual calendar of other regular Association meetings for the coming calendar year by December 31 of the prior calendar year. The purpose of these meetings will be to update Unit Owners regarding Association's governance, financial, and operational management matters as well as to provide financial performance and status reports.

SECTION 2.5--SPECIAL MEETINGS: Special meetings of the Association may be called by the Association's Board President or upon written request delivered to the Association office by 20 percent of either the Board or 10 per cent of Unit Owners. Such meeting shall be held no more than 75 days after receipt of the request. The notice of any meeting will state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to these Bylaws, any budget changes, any changes in the Association's Rules and Regulations, or any proposal to remove a Board member or officer. No business shall be transacted at a special meeting except as stated in this notice.

SECTION 2.6--NOTICE OF MEETINGS: Not less than 10 nor more than 60 days in advance of any annual or special meeting, the Board President shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit Owner or to any other mailing address designated in writing by the Unit Owner which the Unit Owner is required to maintain on file with the Association Office.

SECTION 2.7 MEETING QUORUMS: A quorum is deemed present throughout any Association meeting if Unit Owners entitled to cast over 50 percent (50%) of the votes which may be cast for election of the Board of Directors are present in person, or by proxy, at the beginning of the meeting. For approval of financial expenditures, budget revisions, monthly dues increases, special assessments requiring owner approval, policy changes applicable to or impacting owners, or other matters materially impacting owners, the approval of a majority of all 204 Unit Owners (at least 103) present in person or by proxy is required.

SECTION 2.8--VOTING: Each Unit Owner will be entitled to one vote for each Unit owned. Subject to the provisions of the Act, when the ownership of a Unit is by more than one owner, the owner of over 50% of ownership will be the designated voting owner, unless he/she notifies the Association in writing that another minority owner will be the designated voting owner. When the ownership of a Unit is split among several Unit Owners with no majority owner, all Unit Owners must notify the Association in writing of the designated voting owner for that Unit. Businesses, corporations, or other entities which own a Unit must also notify the Association office in writing of the designated voting owner for that Unit.

At the Board's discretion, voting may be held by mail or approved secure electronic means with a specified deadline for receiving votes being no earlier than 30 days next following the date of mailing to Unit Owners with the materials and matters to be voted upon and, provided further, that any vote taken must be approved at a minimum by a Majority of Unit Owners.

SECTION 2.9--PROXIES: A vote may be cast in person or by proxy by a Unit Owner. Proxies may be granted by any Unit Owner only in favor of another Unit Owner. A Proxy will be duly executed in writing, will be valid only for the particular meeting designated therein, and must be filed with the Association office 24 hours before the scheduled time of the meeting. A Proxy will be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the Unit Owner granting the proxy. No proxy will be valid for a period of more than one year after execution thereof. A Proxy is void if it is not dated, signed, or purports to be revocable without notice.

SECTION 3.0--CONDUCT OF MEETING: The Board President shall preside over all meetings of the Association and the Secretary or his/her designee shall keep minutes of the meeting and record in the Association records all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting.

ARTICLE 3. BOARD OF DIRECTORS

SECTION 3.1--NUMBER AND QUALIFICATION. The operations and affairs of the Association will be governed by a Board composed of five Unit Owners elected according to the provisions of Section 3.3 below. All members of the Board will be Unit Owners. No more than two Board members with units in the same building may serve as board members at the same time.

SECTION 3.2--DELEGATION OF POWERS TO ASSOCIATION MANAGER OR MANAGING AGENT: The Board may employ an Association Manager or Managing Agent (hereinafter "Association Manager") at a compensation level established by the Board. The Association Manager shall perform such duties and services as the Board will authorize, including, but not limited to, all of the duties listed in the Act and these Bylaws. The Board may delegate to the Association Manager all of the powers granted to the Board by the Act and these Bylaws, except for the following powers to:

- A. Adopt the annual budget, any amendment thereto or to assess any
- B. Common Expenses;
- C. Adopt, repeal or amend the Association's Rules and Regulations.
- D. Designate signatories on Association bank accounts.
- E. Borrow money on behalf of the Association.
- F. Acquire and mortgage Units, other than his own Unit if the Association Manager is also a Unit Owner.
- G. Allocate Limited Common Elements.

- H. Convey Units, Limited Common Elements, or Common Elements, or execute documents for such purposes.
- I. Take any other actions the authority for which has not been delegated to him/her by the Board as specified in either an employment contract, service agreement, or approved job description.

Any contract with the Association Manager must provide that it may be terminated with cause on no more than thirty (30) days' written notice, and without cause and without penalty or any termination fee on no more than ninety (90) days' written notice. The term of any such contract may not exceed three (3) years, but may contain extension provisions which become effective only when executed in writing by mutual agreement of the Association Board and Association Manager to extend the term of the contract.

The Association Manager may be a Unit Owner, but while employed or engaged as the Association Manager, may not stand for election to the Board.

SECTION 3.3--ELECTION AND TERM OF OFFICE:

- 3.3.1 At the Association's annual meeting, the election of Board members will be held. The term of office of any Board member to be elected will be fixed at two (2) years. Board members will hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. Effective July 1, 2016, a Board member may serve no more than three consecutive terms, but may run for election to the board after not serving as a board member for two years. Board members terms will be staggered so that two (2) Board members are elected in years ending in the even numbers and three (3) Board members are elected in years ending in odd numbers.
- 3.3.2 Unit Owners qualified to be Board members must run for election as follows:
 - A. No less than 60 days before the date of the scheduled annual meeting to elect Board members, the Board President or Secretary shall issue to all Unit Owners a written solicitation for Board member candidates.
 - B. No less than 45 days before the scheduled annual meeting to elect Board members, Unit Owners wishing to be elected to the Board shall submit a statement to the Association office with formal notification of the Unit Owner's intent to run for election and shall also provide a one-page maximum statement of qualifications.
 - C. No less than 30 days before the scheduled annual meeting to elect Board members, the Board President or Secretary shall cause to be sent to all Unit Owners eligible to vote a ballot/proxy statement containing the names of the Unit Owners seeking election, together with a postage-paid addressed return envelope. Unit Owners will not be permitted to place more than one vote for any one candidate on the ballot.
 - D. One business day prior to the scheduled annual meeting to elect Board members, the designated vote counters selected by the Board President who must be Unit Owners shall meet to begin tallying the ballots received. A preliminary tally together with the opened ballots will be securely stored until the morning of the scheduled annual meeting. Any additional ballots delivered by Unit Owners prior to the calling to order of the annual meeting

will be added to the preliminary vote tally to produce a final vote tally. An interested Unit Owner may, following notice to the Board President or Association office, observe the counting of ballots, but may not participate in or otherwise interfere with this process.

- E. Unit Owner candidates receiving the most votes of those cast in person or by proxy by a majority of owners shall be elected to the open Board positions in the order of most votes received by each candidate. In the case of multiple open Board positions, the Unit Owner candidate receiving the greatest number of votes shall be elected for the longest term.
- F. The final vote tally will be announced at the annual meeting.
- G. Nominations may not be submitted from the floor at this annual meeting.

SECTION 3.4--BOARD MEMBER REMOVAL OR RESIGNATION:

- 3.4.1 At any Association special meeting called and subject to the notice requirements in the Act or these Bylaws, and with a quorum present in person or by proxy, any one or more Board members may be removed, with or without cause, by vote in person or by proxy by 66 2/3% of Unit Owners entitled to vote for Board members. A successor, or successors in the event of multiple vacancies, may be elected to fill these vacancies thus created for the remainder of the terms of the board member or board members being replaced, pursuant to the requirements of Section 3.5.1.
- 3.4.2 Any Unit Owner proposing removal of a Board member at a special Association meeting shall give notice thereof to the Board President or Secretary. Any Board member whose removal has been proposed by a Unit Owner will be given at least twenty (20) days' notice by the Board President or Secretary of the time, place, and purpose of the meeting, and will be given an opportunity to be heard at the meeting.
- 3.4.3 A Board member may resign at any time with such resignation being effective immediately, and will be deemed to have resigned upon transfer of title to his/her Unit, if, as a result of such transfer, such Board member has no ownership interest in any Unit.

SECTION 3.5--VACANCIES:

- 3.5.1 All vacancies on the Board will be filled by a vote of a majority of the Unit Owners. Such vote will be conducted at a special Association meeting held within 6 months after the occurrence of a vacancy for a Board member who is removed, resigns, dies, becomes disabled, becomes incompetent, or is otherwise unable to carry out his/her responsibilities as a Board member, unless:
 - A. The remaining term of a Board member in the second year of his/her two-year Board term is less than 6 months before the end of his/her two-year term. In such an event, his/her replacement will be elected at the next regular Association Annual Meeting.
 - B. The remaining term of a Board member in the first year of his/her two-year Board term is less than 18 months before the end of his/her two-year Board term. In such an event, his/her replacement will be elected at the next regular Association Annual Meeting to complete the remaining term of the Board member being replaced.

In the case of multiple vacancies, the Unit Owner receiving the greatest number of votes will be elected for the longest term.

SECTION 3.6--ORGANIZATIONAL MEETING: The first meeting of the Board following each Association annual meeting (hereinafter the "Organizational Meeting") will be held within ten (10) days thereafter at such time and place fixed by the President (even if he is the outgoing President) at the meeting at which such Board will have been elected.

SECTION 3.7--REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place as will be determined from time to time by a majority vote of the Board members, but such meetings will be held at least semiannually. Notice of regular meetings of the Board will be given to each Board member, by mail, fax, or email at least ten (10) business days prior to the scheduled meeting day.

SECTION 3.8-- SPECIAL MEETINGS: Special meetings of the Board may be called by the Board President on at least three (3) business days' notice to each Board member, given by mail, fax or email, which notice shall state the time, place and purpose of the meeting. Special Board meetings will be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

SECTION 3.9--WAIVER OF NOTICE: Any Board member may at any time, in writing, waive notice of any Board meeting, and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Board member at any Board meeting will constitute a waiver of notice by him/her of the time, place and purpose of such meeting. If all Board members are present at any Board meeting, no notice will be required and any business may be transacted at such meeting.

SECTION 3.10--BOARD MEETING QUORUM: At all Board meetings, a majority of Board members will constitute a quorum for the transaction of business, and the votes of no less than three Board members present at a meeting at which a quorum is present will constitute the Board's decision. One or more Board members may participate in , be counted for quorum purposes, and vote at any meeting by means of telephone conference call, internet video conferencing, or similar communication equipment pursuant to which all Board members participating in the meeting can hear each other.

SECTION 3.11--COMPENSATION: No Board member will receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties, so long as such expense reimbursement shall be approved by the Board and made available to unit owners in Association financial reports.

ARTICLE 4. OFFICERS

SECTION 4.1--DESIGNATION: The Officers of the Board and the Association will be a President, a Vice-President, a Secretary and a Treasurer, all of whom will be elected by the Board and such assistant Officers as the Board will, from time to time, elect. Officers must be Board members and will be a Unit Owner.

SECTION 4.2--ELECTION OF OFFICERS: The Officers of the Board and Association will be elected annually by the Board at the Organization Meeting of each new Board and will hold office at the pleasure of the Board.

SECTION 4.3--REMOVAL OF OFFICERS: Upon an affirmative vote of a majority of Board members, any Officer may be removed, either with or without cause, and his successor elected at any regular Board meeting or at any special Board meeting called for such purpose.

SECTION 4.4--PRESIDENT: The President shall preside at all Association and Board meetings. He will have all of the general powers and duties which are usually vested in the office of President of a condominium association and not-for-profit corporation in Missouri, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board or by the members of the Association at any regular or special meeting.

SECTION 4.5--VICE-PRESIDENT: The Vice-President will have all the powers and authority and shall perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

SECTION 4.6--SECRETARY: The Secretary shall cause to be kept all Board and Association meeting minutes, shall have charge of such books, papers and Association records as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary and as provided in the Act and these Bylaws.

The Secretary shall cause to be compiled and kept up to date at the Association's principal office a complete list of Unit Owners and their last known addresses, and other necessary information as determined by the Board, and shown on the Association's records. Such list will also include, opposite each Unit Owner's name, the number or other appropriate designation of the Unit(s) owned by such Unit Owner, and that Unit Owner's Percentage Interest in the General Common Elements. Such list will be open to inspection and copying by Unit Owners and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

SECTION 4.7--TREASURER: The Treasurer will have responsibility for Association funds and shall be responsible for assuring that full and accurate accounts of all receipts and disbursements are properly recorded in the Association's books and accounting records according to accepted accounting practices. He will be responsible for assuring the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. If an Association Manager has the responsibility of collecting and disbursing funds, the Treasurer shall review the Association's accounts, books, records, and financial statements not less than monthly.

The Board shall purchase a fidelity bond or equivalent insurance coverage for the Treasurer and any other Board members or Association personnel handling funds belonging to the Association and Unit Owners. If such coverage is not available, or the cost of such coverage would necessitate large monthly dues increases or special assessments, the Board shall notify Unit Owners that such coverage has not been acquired, the cause for such non-coverage, alternatives for protecting Association assets until such coverage is reasonably available, and the Board's decision how Association assets will be protected until such coverage is reasonably available. The cost for such coverage will be a Common Expense, apportioned and collected in the same manner as other Common Expenses.

SECTION 4.8--EXECUTION OF DOCUMENTS: The Board shall periodically prepare and update an Association policy regarding authorized check signers, accounting internal controls, and those Board members and Association personnel authorized to execute all agreements, contracts, deeds, leases, checks and other instruments of or on behalf of the Association. Such policies will follow accepted accounting and legal standards and are subject to review and immediate revision by the Board as needed to protect the Association and Unit Owners. A copy of this policy will be available for review and copying upon request by a Unit Owner.

SECTION 4.9--COMPENSATION OF OFFICERS: No Officer will receive any compensation from the Association for acting as such Officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his/her duties following approval by the Board, so long as the existence of such reimbursement is made known to Unit Owners in Association financial records.

ARTICLE 5. POWERS OF BOARD OF DIRECTORS

SECTION 5.1--POWERS AND DUTIES: The Board will have the powers, duties, rights and privileges necessary for governing and administering the affairs of the Association and for the operation and maintenance of the Association as a high-quality residential condominium property. The Board may perform all such acts and take those actions, except those as prohibited by these Bylaws or the Act now or hereafter enacted. The Association's Powers in Section 2.2 of these Bylaws are specifically delegated and authorized by the Association for the Board to implement and carry out, except that, pursuant to the Act, the Board may not act on behalf of the Association to amend the Declaration or these Bylaws, terminate the Condominium, elect Unit Owners to the Board, or determine the qualifications, powers, duties, or terms of office for Board members..

SECTION 5.2--GENERAL POWERS. The Board will, by way of illustration and not by way of limitation, have the following powers, duties, rights and privileges, the act or the exercise of which will be paid for out of the general maintenance fund and reserve funds hereinafter provided, as follows:

- A. To establish, implement, and maintain the computer, financial accounting, and billing and related systems together with supporting equipment and support services determined by the Board from time to time as required for the cost-effective management and operation of the Association and as needed to protect the financial and property interests of the Association and Unit Owners.
- B. 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 said amount will be paid to the general maintenance fund to be held, managed and administered by the Board.
- C. To provide, maintain, distribute and install, water, water storage, waste removal and treatment, and electricity, and other necessary utility and support services for the Condominium, Units, Common Elements and Association Facilities.
- D. To purchase and maintain policies of insurance, as set forth in Article 8 of these Bylaws.

- E. Upon ten (10) days' written notice to the Board or Association Manager, and upon payment of a reasonable fee therefor, to provide a statement of the Unit Owner's account setting forth the amount of any unpaid assessments, whether general or special, or other charges.
- F. To cause to be kept detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Association Facilities, specifying and itemizing the maintenance and repair expenses of the Common Elements and Association Facilities; and any other expenses incurred, whether general or special, and to make such records available for examination by the Unit Owners at all reasonable times.
- G. From time to time, as the Board may determine, to select an Association Manager for the purpose of managing said Property, caring for all Common Elements and Association Facilities, and collecting payments from the Unit Owners, and to agree upon the compensation, if any, to be paid to such Association Manager, the amount thereof to be added to and be a part of the Common Expenses and paid out of the general maintenance fund.
- H. To designate, hire, employ and remove personnel necessary for the maintenance, repair and replacement of the Common Elements, and to authorize the Association Manager, if any, to retain, hire, employ and remove any such personnel, for and on behalf of the Board and on the Board's account.
- I. From time to time retain and contract for the services of attorneys, accountants architects, engineers, and other consulting professionals in disciplines required by the Board as it determines necessary to make complete and informed decisions regarding various Association governance and management matters.
- J. To provide for landscaping, maintenance, decorating, repairing, replacement of Common Elements and Association Facilities, and such furnishings and equipment for the Common Elements and the Association Facilities as the Board will determine are necessary and proper, and the Board will have the exclusive right and duty to acquire any such furnishings and equipment for the Common Elements and the Association Facilities.
- K. 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 the Board is required to secure or pay for pursuant to the terms of this these Bylaws, supplements or amendments thereto, or which, in the Board's opinion, will be necessary or proper for the maintenance and operation of the property as a high-quality condominium property, or for the enforcement of the provisions of these Bylaws. Any such item carried on and supplied by the Board under this paragraph which benefits fewer than all the Units in the Association will be charged on a uniform basis to each particular Unit Owner thus benefited to be treated in such cases as a special assessment against each such Unit Owner.
- L. To discharge any mechanic's lien or encumbrance levied against the Association or any part thereof which may, in the Board's opinion, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of a particular Unit Owner or Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they will be jointly and severally liable for the cost of discharging it and for any

costs incurred by the Board by reason of said lien or liens. Said total costs will be specifically assessed against said Unit Owner(s) and their respective Unit(s).

- M. To authorize and to delegate authority to the Association Manager for the entry into any Unit or any Limited Common Element(s) in order to maintain and repair any unit if such maintenance or repair is necessary as determined by the Association Manager to protect the Common Elements, adjoining Units, or any other portion of a building. This includes if the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time, under the circumstances, after written notice has been delivered by mail, in person, or electronically by any Board member or the Association Manager (or their designated representatives) to the Unit Owner's mailing or email address on file in the Association office. The Board shall levy a special assessment or fine against such Unit Owner for the cost of said maintenance or repair done or caused to be done. The Unit Owner shall at all times keep his Unit in good order and repair so as not to cause damage or danger to the Unit Owner, his guests, or renters or damage or danger to surrounding Unit Owners, their guests, or renters.
- N. To authorize the entry into any Unit or any Limited Common Element(s) when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry into the Unit itself or the Limited Common Elements appurtenant to the Unit will be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby will be repaired by the Association at the expense of the general maintenance fund.
- O. To establish such restrictions and requirements concerning the use and maintenance of the Units, the Common Elements, and Association Facilities, as determined by the Board, are reasonable and necessary to prevent unreasonable interference with use of the respective Units, the Common Elements and Association Facilities, by the other Unit Owners; and to establish administrative Rules and Regulations governing the operation and use of same. A copy of such Association Rules and Regulations will be delivered or mailed to each Unit Owner upon the adoption thereof.
- P. 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), and to construct and maintain any utility service where the same is not otherwise carried on and supplied by the Board under the terms hereof, the expense for which may, in the Board's discretion, be charged (on a uniform basis) to each particular Unit consuming the same, to be treated in such case as a special assessment against such Unit, otherwise such service to be paid for out of the general maintenance fund.
- Q. To provide a manner of estimating the amount of the Association's annual budget and the manner of assessing and collecting from the Unit Owners their respective shares of the estimated expenses.
- R. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in any Declaration submitting any Property in the Project to the provisions of Act, the Association Bylaws and any supplements and amendments thereto.

- S. To prepare a budget for the Association, at least annually, to determine the amount of the common assessments payable by the Unit Owners to meet the common expenses of the Association, and allocate and assess such common charges among the Unit Owners according to their respective Percentage Interest in the General Common Elements, and by majority vote of the Board, to adjust, decrease or increase the amount of the annual or monthly assessments.
- T. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operation or maintenance expenses or costs, or additional capital expenses, or because of emergencies. Except for emergency assessments to deal with special damages or other circumstances the delay in handling would negatively impact the Association or Unit Owners, the Board shall use its best efforts to notify all owners of such special assessments at least 60 days prior to implementation and shall provide a complete justification to owners as to the needs for and such special assessments. Any special assessments exceeding one half of the Association's total annual Unit Owner dues will require the approval by a Majority of Unit Owners before implementation.
- U. To establish and publish to Unit Owners an Association Accounts Receivable Policy which enforces a late charge per month and collects interest at the rate established by the Board in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred whether suit is filed or not. This includes collecting all assessments and direct charges due from Unit Owners by suit or otherwise, and to enjoin or seek damages from a Unit Owner as provided Missouri statutes or in these Bylaws, and any amendment or supplement thereto.
- V. From funds collected from Unit Owners, to cause to be disbursed regularly and punctually all amounts due for salaries or other compensation due and payable to employees, insurance premiums, and sums otherwise due and payable as operating expenses.
- W. To protect and defend, in the name of the Association, any part or all of this Association from loss and damage by suit or otherwise.
- X. To borrow funds to pay for any expenditure or outlay required pursuant to the authority and by the provisions of these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness will be the several obligation of all of the Unit Owners in the same proportion as their Percentage Interest in the General Common Elements; provided, however, that nothing contained herein will allow the Board to borrow funds in an amount in excess of \$100,000 without the prior approval of a Majority of Unit Owners; provided further, that no Common Element or portion thereof shall be subjected to a security interest without the approval of two thirds of the Unit Owner votes in the Association, and no Limited Common Element will be subjected to a security interest without the approval of all the Unit Owners to which that Limited Common Element is allocated. Pursuant the Act, the Board will have the power to assign its rights to future income and assessments, including the right to receive common expense assessments.
- Y. To enter into contracts to carry out their duties and powers; working in conjunction with a qualified accountant, to prepare for execution and filing by the Board in the name of the

Association, all forms, reports, and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security and other taxes now in effect or hereafter imposed, and any requirements relating to the employment of personnel.

- Z. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
- AA. To assure that the Board and Association Manager and other Association personnel maintain businesslike relations with all Unit Owners, whose service requests will be received, considered and recorded in a systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature will, after thorough investigation, be reported to the Unit Owner, to the Board, and to the Association, with appropriate recommendations. As a part of a continuing program, the Board shall secure full performance by a Unit Owner of all items and maintenance for which he is responsible.
- BB. To, according to established Association policies for internal financial and accounting controls, including dual signatures required as appropriate, approve all payment vouchers for Common Expenses, the levels of which the Board has determined must be submitted to the Board for written approval prior to payment, and those which may be otherwise approved by two authorized Association Board members or the Association Manager. A permanent record of all such vouchers shall be kept by the Board in the Association's office files.
- CC. To invest and reinvest any funds in its possession in such stocks, bonds, notes and other security or property, real or personal, including shares or interests in investment trusts and common trust funds, as the Board may deem advisable.
- DD. To determine the need for, establish, and maintain reserve funds in adequate amounts for the future replacement of Common Elements.
- EE. To periodically recommend to Unit Owners amendments to these Bylaws to improve the governance, management, and operations of the Association.
- FF. Within 10 days of a written request by a Unit Owner, to furnish a certificate containing the information set forth in the Act concerning resale of a Unit, and to impose a reasonable fee therefor.
- GG. To exercise all other powers conferred by these Bylaws or the Act or that may be exercised in the State of Missouri by legal entities of the same type as the Association.
- HH. To acquire by purchase, lease, or contract any interest in recreational facilities located in the vicinity of the Association for use of the Unit Owners, their families, and guests. Any such interest so acquired will be beneficially owned in common by the Unit Owners in the same percentage as their Percentage Interest in the General Common Elements. The cost of acquiring any such interest and the cost of operating, maintaining and replacing any such facility may be paid from the maintenance fund, as a Common Expense. Recreational facilities may be deeded to a not-for-profit corporation serving the Unit Owners and residents of adjacent developed areas. The corporation will be beneficially owned by the Unit Owners and by such residents of the adjacent developed areas. The beneficial interest of a Unit

Owner in such a corporation will exist only so long as he/she will continue to be a Unit Owner and shall pass automatically to such Owners successor in title to such Unit. Such beneficial ownership may not be sold or transferred other than in conjunction with sale or transfer of the Unit. The Board, rather than Unit Owners, shall cast a vote electing directors of such a corporation. The expenses of such a facility attributable to the Association will be a Common Expense. The Board may lease to a not-for-profit corporation the right to use part of the shoreline of the Association for construction and maintenance of docking facilities for the benefit of those Unit Owners who elect to purchase or lease stock rights there from. Any such action by the Board which financially obligates the Association for such actions by more than one half of the total annual Association Owner dues will require approval by a Majority of Owners.

II. The Board is empowered to develop and adopt a Unit Acceptable Finish Policy specifying, together with acceptable wall and ceiling finishes, special soundproofing materials required, types of floor coverings permitted in each type of room, which, in broad general terms will include, but not be limited to, permitting ceramic tile/wood flooring in entries, kitchens, bathrooms and main living rooms, and padded carpet, ceramic tile or wood flooring covered by area rugs in bedroom areas.

JJ. The Board is empowered to develop and provide to Owners written rules and regulations specifying the number and species of household domesticated animals that owners, family members, guests, and renters are permitted to keep as pets in a unit, together with the responsibility of those bringing pets into the complex for closely supervising and controlling the behavior and hygiene of such pets inside units and in the common areas. Such rules and regulations will specifically prohibit or severely limit the types of exotic or rare domesticated or un-domesticated animals which may be kept as a pet in a unit.

KK. At the discretion of the Board, all or selected Association accounts may be audited by a qualified independent accountant, according to commonly-accepted accounting principles and procedures.

Section 5.4--BOARD INDEMNIFICATION-LIMITATION OF LIABILITY: Except as provided in these Bylaws and the Act, the Board may act in all instances on behalf of the Association and Unit Owners. In the performance of their duties, the officers and Board members are required to exercise ordinary and reasonable care. To the extent permitted by applicable federal and Missouri statutes, the Association's Board members and officers will not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association hereby indemnifies and holds harmless and agrees to defend each of the Board members and officers from and against all contractual liability to others arising out of contracts made by the officers or the directors on behalf of the Association unless any such contract will have knowingly been made in bad faith or contrary to the provisions of the Act or these Bylaws. Board members and officers will have no personal liability with respect to any contract made by them on behalf of the Association. As part of the Association's insurance coverage, appropriate Directors and Officers liability coverage will be obtained and maintained.

ARTICLE 6.

ARTICLE VI

ASSESSMENTS AND MAINTENANCE FUND

6.1 Estimate and Payment Dates: By December 1st of each year, the Board shall estimate the total amount which it anticipates will be required during the ensuing calendar year, including a reasonable reserve for future needs, contingencies and replacements and shall establish an annual assessment based on its estimate of common expenses and of available funds. On or before December 15th of each year, the Board shall notify the owner of each unit, in writing, of the amount of such estimate, with the particulars therein itemized and of the assessment therefor against that unit. The estimated cash requirements shall be assessed against the owners of the units according to each owner's percentage of ownership in the common elements. On the first day of each month of the following year, each owner shall be obligated to pay to the Board, or as the Board may direct, one-twelfth (1/12) of the assessment made hereunder. In addition, special assessments may be made by the Board in amounts and payable when determined by the Board and stated in written notice to all unit owners, provided that any such assessment shall be

apportioned among the unit owners according to each owner's percentage of ownership in the common elements, except that prior to completion of all units assessments for services reasonably related to use and occupancy of units may be apportioned equitably among owners of units that have been completed and occupied. All funds collected shall constitute a maintenance fund.

6.3 Defaults, Collections and Liens: Should an owner be in default in monthly payment of charges or assessments for thirty (30) days, the Board, in their individual names as members of such Board, may bring legal action for and on behalf of themselves and as representatives of all unit owners, to enforce collection thereof or to foreclose the lien therefor as herein-after provided. On default, there shall be added to the amount due the costs of suit or foreclosure, together with interest at the rate of eight percent (8%) per annum from the date the assessment was due and reasonable attorneys' fees. All amounts due for unpaid charges or assessments, interest, costs and fees shall be and become a first lien against the unit, subject only to general and special taxes then unpaid which are a lien on the unit and encumbrances on the interest of such unit owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address where notice may be mailed to the encumbrancer thereunder.

6.4 Control of Maintenance Fund: Until the Board of Managers is appointed, the Developer shall have the right to control the Maintenance Fund and make all expenditures from same which would properly be made by the Board of Managers.

6.5 Failure or Delay to Make Assessment: The failure or delay of the Board to make any estimate or assessment, or to notify the unit owners thereof, shall not release or impair the obligations of the unit owners to pay their proportionate shares of the common expenses, whenever those shares are determined; if the Board fails to notify the unit owners of a new assessment, the unit owners shall continue to pay at the prior monthly rate until they are notified of a new assessment.

ARTICLE 7. COMPLIANCE AND DEFAULT

SECTION 7.1--RELIEF: Each Unit Owner will be governed by, and shall comply with, all of the terms of these Bylaws, the Association's Rules and Regulations, and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and these Bylaws, a default by a Unit Owner will entitle the Association, acting through its Board or through the Association Manager at the Board's direction, to the relief provided in Sections 7.1.1 and 7.1.2, below.

7.1.1--ADDITIONAL LIABILITY: Each Unit Owner will be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board for the Association. Such liability will include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, will be construed as modifying any waiver by any insurance company of its rights of subrogation.

7.1.2--COSTS AND ATTORNEY'S FEES: In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party will be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

SECTION 7.2--NO WAIVER OF RIGHTS: The failure of the Association, the Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by these Bylaws, the Association's Rules and Regulations, or the Act will not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Unit Owner pursuant to any term, provision, covenant or condition of these Bylaws, the rules and regulations or the Act will be deemed to be cumulative and the exercise of any one or more thereof will not be deemed to constitute an election of remedies, nor will it preclude the party exercising the same from exercising such other privileges as may be granted to such party by these Bylaws, the Association's Rules and Regulations or the Act, or at law or in equity.

SECTION 7.3--ABATING AND ENJOINING VIOLATIONS BY UNIT OWNERS: The violation of any of the Association's Rules and Regulations adopted by the Association, or the breach of any Bylaw contained herein or the breach of any provision in the Act will give the Board the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE 8. INSURANCE

SECTION 8.1--POWER OF ATTORNEY: The Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in these Bylaws and the Act, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose.

SECTION 8.2--TYPES AND AMOUNTS: The Association shall obtain and maintain the types and amounts of insurance set forth in these Bylaws and as permitted or required in the Act. Except as otherwise may be provided, the premiums for all such Association insurance policies will be a Common Expense.

The Association shall maintain:

- A. Property insurance on the Common Elements, insuring against all risks of direct physical loss commonly insured against or against fire and extended coverage perils. The total amount of insurance after application of any deductibles will not be less than 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. Liability insurance, including medical payments insurance, in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.
- C. The Association's insurance required by the Act will include the Units, but will not include improvements and betterments installed by Unit Owners since the Unit was originally constructed and first sold.
- D. If the Association's insurance required by the Act is not reasonably available, the Association Board shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners, together with alternatives for providing alternate protections for the Association assets, and the Board's decision how such alternate protection will be provided until insurance required by the Act is reasonably available.
- E. The Association will carry any other insurance the Board deems appropriate to protect the Association and the Unit Owners.
- F. The Association's insurer 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 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each mortgagee and beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

SECTION 8.3--ASSOCIATION INSURANCE: With respect to the insurance policies issued to the Association and covering all or any part of the Property, the Association shall endeavor to cause such policies to provide that:

- A. The enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, Board, Association Manager, Association personnel, or the Unit Owners and their respective tenants, employees, agents, and guests, such subrogation being hereby waived.

- B. Such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be affected without at least thirty (30) days' prior written notice to the Association, each Unit Owner and all holders of mortgages whose names and addresses are on file with the insurer.
- C. Such policies cannot be cancelled, invalidated or suspended on account of the conduct of any Board member Board officer, Association Manager or Association employee without a prior demand in writing that the defect be cured within a reasonable amount of time.
- D. Any "no other insurance" clause in such policies will not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article VIII.
- E. The name of the insured under each policy required pursuant to this Article VIII will be stated in form and substance substantially as follows: "Waters Edge Homeowners Association, Inc., for the use and benefit of the individual Owners of the Units in the Association".
- F. Loss payable under each policy required pursuant to this Article VIII will be in favor of the Association, as a trustee for each Unit Owner and each such Unit Owner's mortgagees as their interests may appear. Policies will contain the standard mortgage clause, or equivalent endorsement (without contribution) or will otherwise be endorsed to fully protect all mortgagees' interests.
- G. Coverage may not be prejudiced by any act or negligence of one or more Unit Owners when such act or neglect is not within the control of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
- H. All policies of property insurance will provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options will not be exercisable without the prior written approval of the Board or when in conflict with any requirement of the Act or any other applicable Missouri statute.
- I. Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VIII may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees.
- J. Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VIII will provide that no assessment may be made against mortgagees or may become a lien on the mortgaged Unit superior to the lien of any mortgagee.
- K. No insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VIII or by Unit Owners pursuant to Section 8.4 will prohibit the Association from collecting from Unit Owners their proportionate share of the Association's insurance claim deductible for a claim involving the Unit owned by the Unit Owner.

- L. The Association will not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense or, except to the extent of insurance coverage, for injury or damage to a Unit Owner, guest, or renter or property caused by the elements or by the Unit Owner, or by any other person or resulting from electricity, water, snow or ice, which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit appliance or equipment. The Association will not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessment or monthly dues will be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or individual Units or from any action taken by the Association to comply with any law, ordinance, building or fire safety code or with the valid order or directive of any municipal or other government authority.

SECTION 8.4--UNIT OWNER'S INSURANCE:

8.4.1 General Requirements:

- A. The Board will have the power to require all Unit Owners to carry such types of insurance on their Units as the Board may reasonably require, including, without limitation, insurance on all portions of the Unit.
- B. Each Unit Owner must obtain such insurance at his/her own expense; provided, however, that: (a) such policies will not be invalidated by the waivers of subrogation contained in the Association or insurance coverage documents; and (b) no Unit Owner will be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

8.4.2 Types and Amounts:

- A. As specified in these Bylaws, for the protection of the Association and Unit Owners, the Board is both responsible for and empowered to:
 - a. Purchase and periodically re-evaluate adequate insurance coverages for the Association, with appropriate cost-effective deductibles.
 - b. Establish and periodically re-evaluate/modify the minimum basic coverages and coverage levels which individual Owners must obtain and continuously maintain in force to insure what is not covered by the Association's insurance coverage. This mandatory type of coverage for their individual Units is "condo HO-6 policy coverage" (not "apartment" coverage).
 - c. Following 30 days written notice to Unit Owners, modify the levels of insurance coverage provided for the Association, increase or decrease the deductibles of such Association insurance coverage, and modify the Unit Owner requirements for providing individual Unit coverage following reasonable notice of changing insurance market availability and market conditions.

- B. Require Unit Owners to maintain loss assessment or equivalent insurance coverage for the Owner to reimburse the Association for the Unit Owner's share of the Association's policy deductible for a damage claim in which the Association repairs/restores the Unit Owner's Unit, and/or surrounding Units, or Association Common or Limited Elements.
- C. Periodically publish to Unit Owners in the Rules and Regulations or other written or electronic correspondence the Association's current Unit Owner insurance requirements.

ARTICLE 9. AMENDMENTS

SECTION 9.1-- AMENDMENTS TO BYLAWS: Except as otherwise provided in the Act, the provisions of these Bylaws may be amended only at a special Association meeting held in accordance with the provisions of these Bylaws by a vote of two thirds of all Unit Owners present in person or by proxy.

ARTICLE 10. MORTGAGES

SECTION 10.1--NOTICE TO ASSOCIATION: A Unit Owner who mortgages his Unit shall notify the Association through the Association Manager or Association office, of the name and address of his mortgagee.

SECTION 10.2--NOTICE OF UNPAID COMMON ASSESSMENTS: The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common or special assessments due from, or any other default by, the Unit Owner of a mortgaged Unit.

SECTION 10.3--NOTICE OF DEFAULT: The Board, when giving notice to a Unit Owner of a default in paying assessments or other default, may send a copy of such notice to each holder of a mortgage covering the Unit Owner's Unit whose name and address has theretofore been furnished to the Association office.

SECTION 10.4--EXAMINATION OF UNIT OWNER'S ACCOUNT: Each Unit Owner and each mortgagee of Unit will be permitted, upon 24 hours' notice to the Association, to examine the Association's records for the Unit Owner's account during normal Association office business hours.

ARTICLE 11. EVIDENCE OF OWNERSHIP-REGISTRATION OF MAILING ADDRESS-SUBMISSION OF OWNER INFORMATION

SECTION 11.1--PROOF OF OWNERSHIP: Any person within thirty days of becoming a Unit Owner will furnish to the Association Manager or Association office a machine or a certified copy of the recorded instrument vesting that person with an interest in the Unit, which copy shall remain in the files of the Association.

SECTION 11.2--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 will be the only mailing address to be used by the Association. Such registered address of a Unit Owner or Owners will be furnished by such Owners to the Association Manager or Association office within thirty days after transfer of title, or after a change of address, and such

registration will 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.

SECTION 11.3--SUBMISSION OF OWNER INFORMATION: Within 7 days of becoming a Unit Owner, the Unit Owner must complete and submit to the Association Manager or Association office forms required by the Board supplying information regarding emergency contacts, regular and cell phone numbers, vehicles, watercraft, pets, email contact addresses, and other information determined necessary by the Board.

SECTION 11.4--CHANGE OF UNIT OWNERSHIP NOTIFICATION: To enable the Association to fully comply with Missouri not-for-profit corporation statutes and effectively manage its operations, Unit Owners must notify the Association in writing no more than thirty days following any full or partial (greater than 50%) change in Unit Ownership resulting from a real estate sale, quitclaim deed, donation to outside groups or individuals, gift, estate distribution, bond for deed, or any other legally-permissible property ownership transfer method or vehicle in the State of Missouri. Any such ownership transfers do not change or otherwise modify any financial or other obligations to the Association related to the Unit.

ARTICLE 12. OBLIGATIONS OF OWNERS

SECTION 12.1--ASSESSMENTS: All Unit Owners shall be obligated to pay monthly assessments established by the Association to meet the Common Expenses. The assessments will be made pro-rata according to the Unit Owner's Percentage Interest in the General Common Elements of the Association, and will be due and payable on the first day of each month. A Unit Owner will be deemed to be in good standing and entitled to stand for election to the Board or to vote at any annual or special meeting of Unit Owners, within the meaning of these Bylaws, if, and only if, he/she will have fully paid all assessments made or levied against him/her and the Unit owned by him/her.

SECTION 12.2--NOTICE OF LIEN OR SUIT: A Unit Owner shall give notice to the Association of every lien or encumbrance upon his Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Unit. Such notice shall be given in writing within five (5) days after the Unit Owner has knowledge thereof.

SECTION 12.3--MAINTENANCE AND REPAIR:

12.3.1 Every Unit Owner must perform promptly, at his own expense, all maintenance and repair work within his own Unit which, if omitted, would affect the appearance of, or the aesthetic integrity of, part or all of the Units and Common Areas.

12.3.2 All the repairs of internal installations in the Unit such as water, light, power, sewage, telephone, sanitary installations, interior doors, and interior windows, electrical fixtures and all other accessories, equipment and fixtures located within the Unit will be at the Unit Owner's expense.

12.3.3 A Unit Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by the Association in repairing or replacing any Common Element or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents or guests.

12.3.4 A Unit Owner shall be obligated to reimburse the Association and any other Unit Owner damaged by a failure within his Unit of any system or component thereof, regardless of negligence or fault.

SECTION 12.4--MECHANIC'S LIEN: Each Unit Owner agrees to indemnify and hold each of the other Unit Owners harmless from any and all claims of mechanic's lien filed against the Association, other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the Unit Owner's Unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, the Unit Owner agrees to immediately remove and remedy the lien and to reimburse the Association any costs, including attorney fees, incurred in defending the Association or other Unit Owners against such a lien. Failure to do so will entitle the Association to make such payment, and the amount thereof will be a debt of the Unit Owner and a lien against his Unit which may be foreclosed on as is provided in any recorded Condominium Declaration and permitted by applicable Missouri statutes.

SECTION 12.5--USE OF UNITS

12.5.1 All Units will be utilized only for Residential Purposes. No Unit or part of any Unit will be used for a purpose other than a single-family permanent or vacation residence. No business, trade, occupation, or profession of any kind will be conducted, maintained, or permitted on any part of the Association property.

12.5.2 A Unit Owner shall not make structural modifications or alterations to his Unit or installations located therein without the written approval of the Board. The Board of Directors will be notified in writing of the intended modifications through the Association Manager or Board President. The Association shall be obligated to answer a Unit Owner's request within thirty (30) days after such notice, except that the Board will have the right to reasonably delay such a response pending the outcome of any required professional engineering, architectural, or code compliance consulting services required to determine the safety and code compliance of the requested structural or other changes.

12.5.3 No unit may be utilized or marketed as a timeshare unit.

SECTION 12.6--USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: Each Unit Owner may use the Common Elements located within the entire Association complex in accordance with the purpose for which they were intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, and subject to the requirements of these Bylaws and the Association's Rules and Regulations established by the Board of Directors as provided in these Bylaws and the Act.

SECTION 12.7-- RIGHT OF ENTRY:

12.7.1 A Unit Owner shall and does grant the right of entry to the Association Manager or to any other person authorized by the Board in case of any emergency originating in or threatening his Unit or adjoining Units, or potential damages originating in the Unit Owner's Unit which is endangering his/her Unit or adjoining Units, whether the Unit Owner is present at the time or not.

12.7.2 A Unit Owner shall permit other Unit Owners, or their representatives, to enter his/her Unit for the purpose of responding to fires or other damage-potentials which would affect the use

or safety of occupants of other Unit(s). In case of an emergency, such right of entry will be immediate.

12.7.3 The violation of a restriction, condition, or regulation adopted by the Board or the breach of any covenant or provision herein will give the Board the power to enter the land or Unit upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist there on contrary to the intent and meaning of the provisions hereof and, in doing so the Board, Association Manager and the Association's employees or agents will not be deemed guilty in any manner of trespass, with any such expense to be collected from the Unit owner as any delinquent assessment.

SECTION 12.8--RULES AND REGULATIONS: The Board reserves the power to establish, promulgate and enforce rules and regulations for the use and general benefit of the Association, with the right to amend same from time to time by a majority vote of the Board. Copies of such Association Rules and Regulations will be mailed or electronically sent, except in emergency circumstances, to each Unit Owner at the address registered under the provisions of Section 11.2 of these Bylaws, prior to the date when the same will become effective. Amendments to the Association's Rules and Regulations will be effective upon mailing, electronic transmission, or posting on the Association website.

ARTICLE 13. NOT FOR PROFIT ASSOCIATION STATUS

The Association is not organized as a for-profit corporation, but as a not-for-profit corporation. No Unit Owner, Board member, Officer or Person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event will any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Board member, provided, however, that any Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, so long as such reimbursement is approved by the Board and Unit Owners are informed of such reimbursement through Association correspondence. All assessments of every kind and nature which may be received by the Association will be deemed to be the property of all of the Unit Owners, as tenants in common, and deposits to the corporate bank account will be deemed only as a convenience to the members in operating, maintaining and administering the Association.

ARTICLE 14. MISCELLANEOUS PROVISIONS

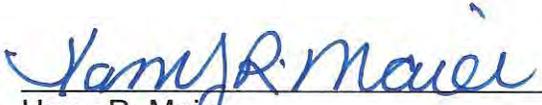
SECTION 14.1--SEVERABILITY: Any provisions of these Bylaws or the application of any part thereof, in any circumstances, be invalidated, such invalidity will not affect the validity of the remainder of these Bylaws, and the application of such part in any circumstances will not be affected thereby.

SECTION 14.2--GENDER AND NUMBER: Whenever used herein, unless the context will otherwise provide, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

SECTION 14.3--CAPTIONS: The headings and captions contained in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of these Bylaws or any provision herein contained.

IN WITNESS WHEREOF, the undersigned has executed this Bylaws Amendment this

5th day of July 2016.



Harry R. Maier
Board President

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this 5th day of July, 2016, before me, Connie L George, a Notary Public, appeared Harry R. Maier, to me personally known, who being by me duly sworn did say that he is the President of Water's Edge Homeowners Association, Inc., a Missouri not-for-profit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Harry R. Maier, 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.

Connie L George
NOTARY PUBLIC Connie L George

My commission expires: Nov 2, 2018



CONNIE L. GEORGE
My Commission Expires
November 2, 2018
Camden County
Commission #14108952

ATTACHMENT 1

PERCENTAGE INTEREST IN COMMON ELEMENTS FOR WATER'S EDGE HOME OWNERS ASSOCIATION INC.

UNIT #	% COMMON ELEMENTS
1-1A	0.004563
1-1B	0.002718
1-2A	0.004661
1-2B	0.002815
1-3A	0.004855
1-3B	0.002961
2-1A	0.003690
2-1B	0.003690
2-2A	0.003690
2-2B	0.003690
2-3A	0.003884
2-3B	0.003884
3-1A	0.005438
3-1B	0.004564
3-2A	0.005535
3-2B	0.004661
3-3A	0.005729
3-3B	0.004855
4-1A	0.004175
4-1B	0.004661
4-2A	0.004175
4-2B	0.004758
4-3A	0.004175
4-3B	0.004758
5-1A	0.003399
5-1B	0.003981
5-2A	0.003496
5-2B	0.004078
5-3A	0.003496
5-3B	0.004078
7-1A	0.003891
7-1B	0.004564
7-2A	0.004078
7-2B	0.004661
7-3A	0.004078
7-3B	0.004661
8-1A	0.003981
8-1B	0.004564
8-2A	0.004078
8-2B	0.004661
8-3A	0.004078
8-3B	0.004661
9-1A	0.003981
9-1B	0.004564
9-2A	0.004078

UNIT #	% COMMON ELEMENTS
9-2B	0.004661
9-3A	0.004078
9-3B	0.004661
10-1A	0.004272
10-1B	0.004855
10-2A	0.004370
10-2B	0.004952
10-3A	0.004370
10-3B	0.004952
11-1A	0.004272
11-1B	0.004855
11-2A	0.004370
11-2B	0.004952
11-3A	0.004370
11-3B	0.004952
12-1A	0.004272
12-1B	0.004855
12-2A	0.004370
12-2B	0.004952
12-3A	0.004370
12-3B	0.004952
14-1A	0.004272
14-1B	0.004855
14-2A	0.004370
14-2B	0.004952
14-3A	0.004370
14-3B	0.004952
15-1A	0.003981
15-1B	0.004564
15-2A	0.004078
15-2B	0.004661
15-3A	0.004078
15-3B	0.004661
16-1A	0.003981
16-1B	0.004564
16-2A	0.004078
16-2B	0.004661
16-3A	0.004078
16-3B	0.004661
17-1A	0.004952
17-1B	0.005535
17-2A	0.005001
17-2B	0.005583
17-3A	0.005001
17-3B	0.005583

UNIT #	% COMMON ELEMENTS
18-1A	0.004952
18-1B	0.005535
18-2A	0.005001
18-2B	0.005583
18-3A	0.005001
18-3B	0.005583
19-1A	0.004952
19-1B	0.005535
19-2A	0.005001
19-2B	0.005583
19-3A	0.005001
19-3B	0.005583
20-1A	0.004952
20-1B	0.005535
20-2A	0.005001
20-2B	0.005583
20-3A	0.005001
20-3B	0.005583
21-1A	0.004952
21-1B	0.005535
21-2A	0.005001
21-2B	0.005583
21-3A	0.005001
21-3B	0.005583
22-1A	0.004952
22-1B	0.005535
22-2A	0.005001
22-2B	0.005583
22-3A	0.005001
22-3B	0.005583
23-1A	0.004952
23-1B	0.005535
23-2A	0.005001
23-2B	0.005583
23-3A	0.005001
23-3B	0.005583
24-1A	0.004952
24-1B	0.005535
24-2A	0.005001
24-2B	0.005583
24-3A	0.005001
24-3B	0.005583
25-1A	0.004807
25-1B	0.005341
25-2A	0.004807

UNIT #	% COMMON ELEMENTS
25-2B	0.005389
25-3A	0.004807
25-3B	0.005389
26-1A	0.004564
26-1B	0.005146
26-2A	0.004612
26-2B	0.005195
26-3A	0.004612
26-3B	0.005195
27-1A	0.004564
27-1B	0.005146
27-2A	0.004612
27-2B	0.005195
27-3A	0.004612
27-3B	0.005195
28-1A	0.004855
28-1B	0.005438
28-2A	0.004952
28-2B	0.005535
28-3A	0.004952
28-3B	0.005535
29-1A	0.004758
29-1B	0.005341
29-2A	0.004807
29-2B	0.005389
29-3A	0.004807
29-3B	0.005389
30-1A	0.006069
30-1B	0.005098
30-2A	0.006069
30-2B	0.005098
30-3A	0.006263
30-3B	0.005292
31-1A	0.005098
31-1B	0.005098
31-2A	0.005098
31-2B	0.005098
31-3A	0.005292
31-3B	0.005292
32-1A	0.005098
32-1B	0.006069
32-2A	0.005098
32-2B	0.006069
32-3A	0.005292
32-3B	0.006263
33-1A	0.005098
33-1B	0.006069
33-2A	0.005098
33-2B	0.006214
33-3A	0.005292
33-3B	0.006409

UNIT #	% COMMON ELEMENTS
34-1A	0.005243
34-1B	0.005098
34-2A	0.005243
34-2B	0.005098
34-3A	0.005438
34-3B	0.005292
35-1A	0.006069
35-1B	0.005098
35-2A	0.006069
35-2B	0.005098
35-3A	0.006263
35-3B	0.005292
36-1A	0.005098
36-1B	0.005098
36-2A	0.005098
36-2B	0.005243
36-3A	0.005292
36-3B	0.005438