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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **RESTR**
GRANTOR: **SPRING CREEK CONDOMINIUM ASSOCIATION**
TO: [blank]
GRANTEE: [blank]
PROPERTY DESCRIPTION: **JOHN EVANS ESTATE PT LOT 3 US SURVEY 104 TWP 47 RNG 6**

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

Document Number
00808

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 20 pages, (this page inclusive), was filed for record in my office on the 6 day of February 2013 at 04:56PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SDW2
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:

BRYAN CAVE
ONE METROPOLITAN SQUARE
211 NORTH BROADWAY
ST. LOUIS, MO 63105-2750

Destination code: 1733 M

RECORDING FEE 78.00
(Paid at the time of Recording)

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: BY-LAWS OF SPRING CREEK CONDOMINIUM ASSOCIATION

Date of Document: January 31, 2013

Association: SPRING CREEK CONDOMINIUM ASSOCIATION, not-for-profit
corporation of the State of Missouri

Association
Address: 3700 Candlewyck Club Drive
Florissant, Missouri 63034

Legal Description of the Property is located on Exhibit A attached hereto beginning on Page 18.

AFTER RECORDING RETURN TO:
Bryan Cave LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102
Attn: Anna Kapelski

BY-LAWS
OF
SPRING CREEK CONDOMINIUM ASSOCIATION

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BY-LAWS
OF
SPRING CREEK CONDOMINIUM ASSOCIATION

ARTICLE I

MEMBERSHIP, OFFICES, APPLICABILITY, DEFINITIONS

1.1. Name. The name of the Association shall be Spring Creek Condominium Association (hereinafter referred to as the "Association"), a not-for-profit corporation under the provisions of the General Not for Profit Corporation Act of the State of Missouri.

1.2. Membership. The members of the Association shall consist of the Unit Owners in accordance with their allocated voting interests as provided in the Declaration. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

1.3. Office. The principal office of the Association shall be located within the Condominium as determined by the Board.

1.4. Applicability. The provisions of these By-Laws are applicable to all of the Condominium subjected to the Declaration and to use and occupancy thereof.

1.5. Definitions. The definition of words and terms contained in the Act and Declaration shall apply to these By-Laws.

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

2.1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or as may be designated by the Board.

2.2. Annual Meetings. The annual meeting or the members shall be held in October. At such meeting, the Directors shall be elected by ballot of the Unit Owners as provided in Article III. The Unit Owners may transact other business at such meetings as may properly come before them.

2.3. Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Section 17.3.b. of the Declaration and Subsection 4.2(a) of the By-Laws. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.4. Special Meetings. Special meetings of the Association may be called by the President, by resolution of a majority of the Board or upon a petition signed by at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.5. Notice of Meetings. Except for budget meetings which shall be noticed not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary, the Secretary or other officer specified in the By-Laws shall mail or to cause to be delivered to each Unit Owner a notice of each annual or special meeting of the Association stating the purpose and the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting. No action shall be adopted at a meeting except as stated in the notice.

2.6. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may waive notice in writing or by attendance at a meeting, whether in person or by proxy.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held cause a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. Notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

2.8. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (when required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Executive board (when required).
- (h) Ratification of Budget (if required and noticed).

(i) Unfinished business.

(j) New business.

2.9. Voting. The voting rights of the members shall be as follows:

(a) Multiple Owners of a Unit shall collectively be entitled to one vote, which may not be cast in fractions.

(b) If only one of several Owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast the vote allocated to that Unit. If more than one of the Owners is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the Owners casts the vote allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the unit; in the event of such protest, the vote allocated to that Unit shall not be counted.

(c) 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 protest to the casting of votes by the other Owners of the Unit through a duly executed proxy filed with the Secretary before the appointed time of each meeting. No Unit Owner may revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy: terminates one year after its date, unless it specifies a shorter term; automatically ceases upon conveyance by the Unit Owner of his Unit; or ceases upon receipt of notice by the Secretary of State of the death or judicially declared incompetence of a Unit Owner.

(d) If a Unit Owner is a corporation, any officer of such corporation may cast the vote allocated to such Unit in the absence of express notice of the designation of a specific person by the board of directors or by-laws of the owning corporation. If a Unit Owner is a partnership, any general partner of such partnership may cast the vote allocated to such Unit in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over the meeting may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to so vote.

(e) No votes allocated to a Unit owned by the Association may be cast.

2.10. Majority of Owners. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence at the beginning of any duly called meeting, in person or by proxy, of twenty

percent (20%) of the members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

ARTICLE III

EXECUTIVE BOARD: NUMBER, MEETINGS

3.1. Governing Body. The affairs of the Association shall be governed by an Executive Board (hereinafter referred to as "Board"). The Directors shall be Unit Owners other than the Declarant; provided, however, no person and his or her spouse may serve on the Board at the same time.

3.2. Number of Directors. The Board shall consist of six (6) members.

3.3. Nomination of Directors. Nominations for election to the Board shall be made by a Nominating Committee which shall consist of three (3) or more members of the Association other than members of the Board, who shall be appointed by the president of the Board not later than September 15 of each year. The Nominating Committee shall publish the names and qualifications of its nominees not less than two (2) weeks prior to the annual election. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.4. Election and Term of Office. The election of Board members shall be held at the annual meeting. Board members shall each have three (3) year terms. The terms of one-third of the members shall expire each year.

3.5. Removal of Board Members. At any regular or special meeting of the Association duly called at which a quorum is present, any one or more of the members of the Board may be removed, with or without cause, by a two-thirds vote of all Unit Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment installment for more than twenty (20) days may be removed by a majority vote of the Board at a meeting, a quorum being present.

3.6. Vacancies. Vacancies in the Board caused by any reason, excluding the removal of a Board member by vote of the Association, shall be filled by a vote of the majority of the remaining members of the Board, even though less than a quorum, at any meeting of the Board. Each person so elected shall serve the unexpired portion of the vacated term.

3.7. Voting Procedure for Directors. At the annual election of member(s) of the Board, the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration, which election shall be by secret ballot. The person(s) receiving the largest number of votes shall be elected.

3.8. Organization Meetings. The first meeting of the members of the Board following each election shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

3.9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting may be posted at a prominent place within the Condominium and shall be communicated to members of the Board not less than four (4) days prior to the meeting provided, however, notice of a meeting need not be given to any member of the Board who has signed a waiver of notice or a written consent to holding of the meeting.

3.10. Special Meetings. Special meetings of the Board shall be held when called by written notice by the President or by a majority of the Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given by personal delivery, telephone or email at least twenty-four (24) hours before the time set for the meeting, and may be posted at a prominent place within the Condominium not less than twenty-four (24) hours prior to the scheduled time of the meeting.

3.11. Waiver of Notice. The transactions of any meeting of the Board shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Board members not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

3.12. Quorum of Board. A majority of the members of the Board, present at the beginning of any Board meeting, shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

3.13. Compensation. No Board member shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association, except that a Board member shall be entitled to reimbursement for actual and reasonable expenses incurred on behalf of the Association.

3.14. Open Meetings. All meetings of the Board shall be open to all members. The Board may designate portions of meetings for the purpose of participation by the members.

3.15. Executive Session. Meetings of the Board may be held in executive session without notice and without the requirement that they be open to Unit Owners, to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, and orders of business of a similar nature.

3.16. Standard of Care. In the performance of their duties, the officers and members of the Board are required to exercise the care required of fiduciaries of the Unit Owners.

3.17. Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it

had been authorized at a meeting of the Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Board.

ARTICLE IV

POWERS OF THE BOARD

4.1. Authority. The Board shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members.

4.2. Administrative Powers and Duties. In addition to the powers and duties imposed by the Act and Declaration of these By-Laws or by any resolution of the Association, the Board shall have the following powers and duties:

- (a) To prepare the budget as follows:
 - (1) By December 1st of each year, the Board shall estimate the total amount which it anticipates will be required to pay the Common Expenses during the ensuing calendar year and, on or about December 15th of each year, shall furnish a written summary to each Owner as to the amount of such estimate, with the particulars therein itemized. The budget shall be ratified by the Unit Owners pursuant to Section 17.3.b. of the Declaration.
 - (2) In the event that, at any time during the year, the Board shall determine that its December 1st estimate is insufficient to meet current operating expenses, the Board may revise the budget for the balance of the calendar year to such an amount as is actually necessary; and, in such event, the Board shall, within fifteen (15) days of the revision, notify the Owner of each Unit, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against the Owners of the Units according to each Owner's Common Expense Liability. On the first day of each month thereafter, each Owner shall be obligated to pay to the Association, as the Board may direct, a single assessment or monthly installments during a specified number of months.
- (b) To grant and revoke permits for use of the Common Elements.
- (c) To open bank accounts on behalf of the Association and designate the signatories required.
- (d) To pay the cost of all services rendered to the Association or its members and not chargeable to Owners.

- (e) To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices.
- (f) To make available to any prospective purchaser of a Unit under contract, any Owner of a Unit, or any holder, insurer or guarantor of a Security Interest on any Unit current copies of the Declaration, Articles of Incorporation, By-Laws, rules, and all other books, records, and financial statements of the Association.
- (g) To preserve all records for the period of time required by applicable law or regulation.
- (h) To permit utility suppliers to use the Common Elements reasonably necessary to the ongoing operation of the Condominium.
- (i) To adopt management standards of performance to be followed in the preparation of financial accounts and records.
- (j) To establish committees to perform such tasks and to serve for such periods as may be designated by a resolution which shall set forth the committee's duties, powers and duration. Each committee shall operate in accordance with the terms of the Board resolution and with rules adopted by the Board.
- (k) To employ a management agent to perform such duties and services as the Board shall authorize, but the Board may not delegate the approval of budgets and assessments; adoption, amendment or termination of rules; opening bank accounts or designation of signatories; and enforcement by legal means of any provision of the Act, Declaration or By-Laws.

4.3. Borrowing. The Board shall have the power to borrow money pursuant to the Declaration without the approval of the members of the Association; provided, however, the Board shall obtain membership ratification pursuant to section 17.3.b. of the Declaration in the event that the total expense of retiring such borrowing would exceed twenty percent (20%) of the annual budgeted common expenses for that fiscal year.

ARTICLE V

OFFICERS

5.1. Designation. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, all of whom shall be elected by the Board. The Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President, Vice-President and Treasurer shall be elected from among the members of the Board.

5.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual election. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

5.3. Removal. Upon the affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his successor may be elected, at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

5.4. Powers and Duties. The officers of the Board shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall keep all official records and minutes of the Board and Association and provide all required notices. The Treasurer shall maintain all financial records and prepare the budget.

5.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary.

5.6. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any officer or by such other person or person as may be designated by resolution of the Board.

5.7. Certification of Amendments to Declaration. The President, Vice-President and Treasurer, in such order, shall be authorized to prepare, execute and record amendments to the Declaration on behalf of the Association, and the Secretary shall be authorized to certify said amendments.

5.8. Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his duties.

ARTICLE VI

ENFORCEMENT

6.1. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board, or the breach of any provision of the Documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these By-Laws:

- (a) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the

Documents, and the Board shall not thereby be deemed liable for any manner of trespass; or

- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Penalties for Violation. By resolution, following notice and hearing, the Board may levy a fine of up to \$25.00 per day, or withdraw rights to use common elements and/or to vote, for each day that a violation of the Documents or Rules persists after such notice and hearing, but such penalty shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

ARTICLE VII

HEARING PROCEDURES

The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

7.1. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (a) The alleged violation;
- (b) The action required to abate the violation; and
- (c) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or, if the violation has ceased, a statement that any further violation of the same rule may result in the imposition of a sanction, after notice and hearing.

7.2. Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board's designated committee in executive session. The notice shall contain:

- (a) The nature of the alleged violation;
- (b) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (c) An invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and
- (d) The proposed sanction to be imposed.

7.3. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Board member, or agent who delivered such notice. The notices requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE VIII

INDEMNIFICATION

The directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the General Not for Profit Corporation Act of the State of Missouri, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE IX

INSURANCE

The Board shall, to the extent reasonably available, obtain and maintain the following insurance:

9.1. Property Insurance.

(a) Property Insurance Covering. The Condominium facilities (which term means all buildings, structures and other improvements comprising the Condominium, but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies). For purposes of this Section, the term "building" includes:

- (1) Completed additions;
- (2) Permanently installed fixtures, machinery and equipment;
- (3) Outdoor fixtures;
- (4) Personal property owned by the Association used to maintain buildings or other Common Elements;
- (5) Materials, equipment and supplies, on or within 100 feet of the Condominium, used for making additions, alterations, maintenance, repairs or replacements to the buildings or other Common Elements;

- (6) Fixtures, improvements and alterations that are part of the buildings or other Common Elements; and
 - (7) Fixtures, improvements and alterations, and appliances and equipment such as used for refrigerating, heating, ventilating, cooking, dishwashing, laundering, security or housekeeping, which were originally installed by Declarant.
- (b) Amounts. The Condominium facilities shall be insured for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

The Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000.00 or one percent (1%) of the policy face amount.

The Association's insurance deductible shall be allocated to any Unit suffering damage in the same proportion as the amount of the Unit's loss bears to the amount of the total loss. Each Owner's individual insurance policy should include loss assessment coverage.

- (c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) Other Provisions. Insurance policies required by this Section shall provide that:
 - (1) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.
 - (2) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
 - (3) 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 of the Association provides primary insurance.
 - (4) Loss must be adjusted with the Association.
 - (5) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of

such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

- (6) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (7) The name of the insured shall be substantially as follows: "Spring Creek Condominium Association for the use and benefit of the individual Owners."

9.2. Liability Insurance. Liability insurance, including medical payments insurance, shall be provided in an amount determined by the Board but in no event less than \$1,000,000.00, 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, and the activities of the Association.

Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.
- (2) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;
- (3) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
- (5) The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

9.3. Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months' assessments plus reserve funds. In purchasing such fidelity bonds, the Board shall give preference to any bonding company approved to write fidelity bonds by the St. Louis County Probate Court for Executors and Administrators. The cost of premiums for such blanket bond shall be paid out of Association funds as a Common Expense and shall not be borne by the individual members of the Board.

9.4. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

9.5. Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Missouri.

9.6. Directors' and Officers' Liability Insurance. The Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Board may, from time to time, determine.

9.7. Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association or the Unit Owners.

ARTICLE X

MISCELLANEOUS

10.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board.

10.2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Missouri law, the Articles of Incorporation, the Declaration, or these By-Laws.

10.3. Conflicts. If there are conflicts or inconsistencies between the provisions of Missouri law, Articles of Incorporation, Declaration, and these By-Laws, the provisions of Missouri law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

10.4. Books and Records.

(a) Records. The Association shall maintain all records appropriate for entities of similar nature in accordance with generally acceptable accounting practices.

(b) Inspection by Members.

- (1) The membership register, books of account, and minutes of meetings of the members, the Board, and committees shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place as the Board shall prescribe.
 - (2) Rules for Inspection. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the member desiring to make the inspection, and payment of the cost of reproducing copies of documents requested by a member.
 - (3) Every member of the Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Board member includes the right to make extracts and copies of documents at the expense of the Association.
- (c) Review. A financial review of the accounts of the Association will be made each even numbered year by a certified public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the most recent reviewed financial statement within ninety (90) days after the receipt of the review.

10.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by email, registered or certified mail, return receipt requested, first class postage prepaid:

- (a) If to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Owner; or
- (b) If to the Association, the Board, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

10.6. Amendment. These By-Laws may be amended only pursuant to the provisions of section 14.9 of the Declaration.

IN WITNESS WHEREOF, the Executive Board, by its duly authorized officers, has executed the foregoing By-Laws this 31st day of January, 2013.

**SPRING CREEK CONDOMINIUM
ASSOCIATION**

By: *Donald E. Hood*
Donald Hood, President

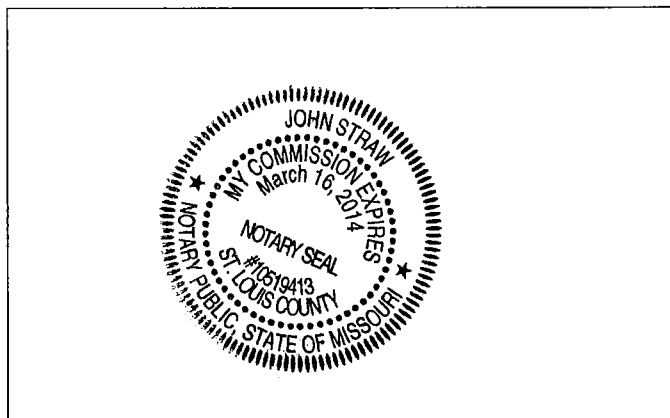
ATTEST: *Anna Kapelski*
Anna Kapelski, Secretary

State of Missouri)
)ss.
County of St. Louis)

On this 31st day of January, 2013, before me personally appeared Donald Hood, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

John Straw
Notary Public
Printed Name: JOHN STRAW



Please affix stamp in area designated above

EXHIBIT A

LEGAL DESCRIPTION

Spring Creek
 Candlewyck Estates Condominium
 6-15.89
 Area of 20 Condominium Plats
 S & F 11209

A tract of land being part of Lot 3 of the Subdivision of the John Evans Estate in U.S. Survey 104, Township 47 North, Range 6 East, St. Louis County, Missouri and being part of the lots or Blocks 11, 26, and 27 of the St. Ferdinand Commons, together being more particularly described as follows:

Beginning at a point being both the Southwest corner of a tract of land conveyed to Melvin Rather and wife by instrument recorded in Book 3050, Page 415 of the St. Louis County Recorder's Office, and also being the Northwest corner of a tract of land conveyed to St. Angela Merici Church by instrument recorded in Book 7518 Page 520; thence South 69 degrees 15 minutes 20 seconds West, a distance of 465.35 feet to a point on a curve having a radial bearing of South 12 degrees 13 minutes 10 seconds West, said point being in the northern line of Candlewyck Court, 50 feet wide, as recorded in Plat Book 156 Pages 50 and 51 and in Plat Book 203 Page 22 of the St. Louis County Records; thence in a southeasterly direction on a curve to the right having a radius of 371.54 feet, a distance of 229.97 feet to a point of compound curvature having a radial bearing of South 47 degrees 41 minutes West; thence in a southerly direction along the easterly line of said Candlewyck Court along a curve to the right having a radius of 54 feet, a distance of 123.01 feet to a point being the Northeast corner of the Spring Creek Condominium Recreational Area per instrument recorded in Book 7425 Page 2392; thence South 1 degree 47 minutes 47 seconds East a distance of 15.53 feet to a point; thence South 21 degrees 49 minutes 23 seconds West a distance of 185.00 feet to a point; thence North 68 degrees 10 minutes 37 seconds West a distance of 220.00 feet to a point; thence North 21 degrees 49 minutes 23 seconds East a distance of 280.00 feet to a point on a curve in the southern line of said Candlewyck Court; thence in a westerly direction along a curve to the left having a radius of 321.54 feet, a distance of 81.58 feet to a point of reverse curvature having a radial bearing of North 2 degrees 19 minutes West; thence in a northwesterly direction on a curve to the right having a radius of 425 feet a distance of 457.22 feet to a point of tangency; thence North 30 degrees 40 minutes 37 seconds West along said road line a distance of 19.32 feet to a point on a curve with a radial bearing of South 31 degrees 11 minutes 35 seconds East, said point being on the southern line of State Route 140, Lindbergh Boulevard, as widened by Cause Number 288048; thence in a westerly direction along a curve to the left having a radius of 2774.93 feet, a distance of 100.91 feet to a point of tangency; thence continuing along said South line Route 140 South 54 degrees 59 minutes 44 seconds West, a distance of 320.64 feet to a point being the Northeast corner of Candlewyck Estates Phase One a subdivision in St. Louis County, Missouri as per plat thereof recorded in Plat Book 161 pages 62 through 65; thence continuing South 54 degrees 59 minutes 44 seconds West along the North line of said Candlewyck Estates, a distance of 11.05 feet to an angle point in said line; thence South 35 degrees 56 minutes 56 seconds West,

distance of 70.96 feet to a point; thence South 23 degrees 48 minutes 45 seconds East, a distance of 92.41 feet to a point in the centerline of the Coldwater Creek drainage ditch right-of-way, 100 feet wide; thence South 33 degrees 13 minutes 45 seconds East along said centerline and along the westerly line of said Candlewyck Estates Phase One, a distance of 875.70 feet to the Southwest corner of said Candlewyck Estates Phase One; thence continuing along the centerline of Coldwater Creek drainage ditch right-of-way, South 33 degrees 13 minutes 45 seconds East, a distance of 339.50 feet to a point of curvature having a radial bearing of North 56 degrees 45 minutes 15 seconds East; thence in a southeasterly direction and continuing along said centerline of Coldwater Creek and along a curve to the left having a radius of 1432.29 feet, a distance of 1047.97 feet to its intersection with the direct prolongation southwardly of the eastern line of said Lot 3 of the John Evans Estate; thence North 3 degrees 19 minutes West along said eastern line, a distance of 1588.12 feet to the southeastern corner of said property conveyed to St. Angela Merici Church; thence South 86 degrees 41 minutes West along the southern line of said St. Angela Merici Church a distance of 47.55 feet to a point; thence North 12 degrees 01 minutes 42 seconds West a distance of 204.90 feet to a point; thence North 10 degrees 34 minutes 03 seconds West a distance of 176.83 feet to a point; thence North 1 degree 27 minutes 01 seconds West a distance of 27.73 feet to the point of beginning containing 38.6575 acres more or less.