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SPRING CREEK CONDOMINIUM

RESTATEMENT of DECLARATION

BOOK 8559 PAGE 2198

SPRING CREEK CONDOMINIUM  
RESTATEMENT OF DECLARATION  
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SPRING CREEK CONDOMINIUM  
RESTATEMENT OF DECLARATION

WHEREAS, Developer submitted certain parcels of real property, together with all improvements thereon, to the Condominium Property Act of Missouri, Chapter 443, Mo.Rev.Stat., by virtue of the Declaration of Condominium By-Laws and Indenture as recorded in Book 6792, Pages 2473-2503 of the St. Louis County Records, as amended by the Amended and Restated Declaration of Condominium By-Laws and Indenture as recorded in Book 7405 Pages 1672-1699, and further amended by the First Amendment to Amended and Restated Declaration of Condominium By-Laws and Indenture of Spring Creek Condominium as recorded in Book 7420, Page 1603, and further amended by instruments recorded in Book 7429, Page 1843; Book 7463, Page 2085-2088; Book 7471, Page 240-245; Book 7480, Page 2499-2503; Book 7491, Page 1796; Book 7499, Page 1122; Book 7505, Page 206; Book 7513, Page 1351-1356; Book 7519, Page 774; Book 7529, Page 1592; Book 7529, Page 1594; Book 7529, Page 1597; Book 7529, Page 1599; Book 7539, Page 1544; Book 7545, Page 2405; Book 7552, Page 524; Book 7562, Page 407; Book 7568, Page 2188; Book 7574, Page 2276; Book 7580, Page 2159; Book 7587, Page 1515; and by warranty deed at Book 7425, Page 2392, all as recorded in the official records of the Office of the Recorder of Deeds of St. Louis County (hereinafter referred to as "Declaration"), and

WHEREAS, the "Uniform Condominium Act of Missouri (hereinafter referred to as the "Act")," sections 448.1-101 to 448.4-120, Mo.Rev.Stat., authorizes amendment of the Declaration by adoption of any of sections 448.1-101 to 448.4-120; provided, however, that such amendment shall be adopted in conformity with the procedures and requirements specified in the Declaration and the Condominium Property Act of Missouri; and

WHEREAS, Article Seventeen of the Declaration provides that the Declaration may be amended; provided, however, that it shall contain at all times the minimum requirements imposed by sections 448.005 to 448.210, in particular sections 448.180, 448.120, 448.130 and 448.140; and

WHEREAS, Article Seventeen of the Declaration authorizes the unit owners to amend the Declaration as provided therein or in compliance with subsequent statutory enactment; that such subsequent statute has been enacted in Section 448.2-117 of the Act, and that said Section 448.2-117 is deemed to be applicable to amendment of the Declaration; and

WHEREAS, the unit owners of Spring Creek Condominium, in compliance with Article Seventeen of the Declaration and Section 448.2-117 of the Act, desire to amend the Declaration for the purpose of adopting certain provisions of the Act, as hereinafter set forth:

NOW, THEREFORE, the unit owners of Spring Creek Condominium, pursuant to the authority and procedure to amend as set forth in the Declaration and in accordance with Section 448.2-117 of the Uniform Condominium Act of Missouri, do hereby amend the Declaration of Spring Creek Condominium, as follows:



1. The Declaration of Condominium By-Laws and Indenture of Spring Creek Condominium as amended by the hereinabove-described recorded instruments, is hereby deleted in its entirety, and a Restatement of Declaration of Spring Creek Condominium substituted in lieu thereof and that Spring Creek Condominium is hereby submitted to particular sections of the Uniform Condominium Act of Missouri, sections 448.1-101 through 448.4-120, as follows:

ARTICLE ONE: DEFINITIONS

1.1. "Act" means the Uniform Condominium Act of Missouri, sections 448.1-101 to 448.4-120, Mo.Rev.Stat;

1.2. "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and the votes in the Association allocated to each Unit;

1.3. "Association" means the Spring Creek Condominium Association organized under Chapter 355, Mo.Rev.Stat., section 448.3-101 of the Act and Article Ten herein;

1.4. "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.5. "Common Elements" means all portions of the Condominium other than the Units;

1.6. "Common Expenses" means the expenses or financial liabilities of the Association, including:

- a. Expenses of administration, maintenance, repair or replacement of the Common Elements;
- b. Expenses declared to be Common Expenses by the Act, Declaration or By-Laws;
- c. Expenses agreed upon as Common Expenses by the Association; and
- d. Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

1.7. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to section 448.2-107 of the Act and Section 5.1 of this Declaration.

1.8. "Condominium" means Spring Creek Condominium, and the real property described in Exhibit "A" attached hereto, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions;

1.9. "Declarant" means McBride Spring Creek, Inc., a Missouri corporation, and any transferee or successor for purposes of completing the Condominium construction program as shown on the plat or amended plats;

1.10. "Declaration" or "Restatement" means this instrument and any amendments thereto;

1.11. "Director" means a member of the Executive Board;

1.12. "Dispose" or "Disposition" means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a Security Interest;

1.13. "Documents" means the Declaration, recorded Plat and Plans, the By-Laws, and Rules and Regulations as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document;

1.14. "Eligible Mortgagee" means the holder of a Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article Nineteen.

1.15. "Executive Board" or "Board" means the body, designated in Article 11 of this Declaration to act on behalf of the Association;

1.16. "Identifying number" means a symbol or address that identifies only one Unit in the Condominium;

1.17. "Improvements" means any construction, structure, fixture or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, clubhouse, swimming pool, tennis courts, fences, walls, trees and shrubbery planted by the Declarant or the Association, paving, utility service, pipes, and light poles;

1.18. "Limited Common Elements" means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the units by the Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. The Limited Common Elements in the Condominium are described in Section 4.3 of this Declaration;

1.19. "Majority" or "Majority of Unit Owners" means the owners of more than 50% of the votes in the Association.

1.20. "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 13.1 of this Declaration;

1.21. "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 13.2 of this Declaration;

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

1.23. "Plat" means the plat or plats, or survey or surveys, together with amendments thereto, of the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to sections 448.005 through 448.210, Mo.Rev.Stat., said Plats being recorded in Plat Book 161, Pages 62-65, as amended and supplemented, of the official records of the Recorder of Deeds, St. Louis County, Missouri.

1.24. "Residential purposes" means use for dwelling purposes;

1.25. "Rules" means rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration;

1.26. "Security Interest" means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation;

1.27. "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to the plat and amended plats;

1.28. "Unit owner" or "Owner" means a Declarant or other Person who owns a Unit, but does not include a person having an interest in a unit solely as security for an obligation.

#### ARTICLE TWO: NAME OF CONDOMINIUM AND ASSOCIATION

2.1. Condominium. The name of the Condominium is Spring Creek Condominium.

2.2. Association. The name of the Association is Spring Creek Condominium Association.



#### ARTICLE THREE: LOCATION

The entire Condominium is situated in the County of St. Louis, Missouri, and is located on land described in Exhibit "A" and depicted in Exhibit "B" of this Declaration.

#### ARTICLE FOUR: NUMBER OF UNITS; BOUNDARIES OF UNITS; COMMON ELEMENTS; LIMITED COMMON ELEMENTS;

4.1. Units. The location and dimensions of each building and Unit are depicted in the Plat. The number of Units is one hundred fifty-five (155).

4.2. Subdivision, Conversion, And Relocation of Boundaries of Units. The subdivision of a Unit by a Unit Owner is expressly prohibited. Subject to other provisions of law and the procedure set forth in Section 448.2-112 of the Act, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of those Units.

#### 4.3. Unit Boundaries; Common Elements; Limited Common Elements.

- a. The boundaries of each Unit are shown on the Plats and are described as its walls, floors, and ceiling, including the exterior of windows and related jointing materials, and including the living portions and garage, carport, and basement areas attached or adjacent thereto and which are for the exclusive use of the Unit Owner of the Unit.
- b. The Common Elements include all portions of the Condominium other than the Units. All surface parking spaces are Common Elements, but the Board may assign and reassign such spaces to Units.
- c. The Limited Common Elements include those portions of the Common Elements allocated by the Declaration and the Plat.
- d. Subject to paragraphs a, b, and c of this Section,
  - (1) 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, including structural members, of the walls, floors, or ceilings are a part of the Common Elements;
  - (2) If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited

Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements;

- (3) Subject to the provisions of subdivision (2) of this paragraph, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit; water pipes and related spigots located within a Unit but intended to service the Common Elements are deemed to be part of the Unit wherein located;
- (4) Any lanais, carports, sky lights, shutters, awnings, window boxes, doorsteps, patios, porches, balconies, decks, flower planters, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- e. Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures, storage portions and flower planters situated in buildings or structures or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.
- f. If the definition contained in this Section 4.3 is inconsistent with the Plats or Plans, then this definition shall control.

4.4. Separate Parcels. Each Unit which has been created, together with its interests in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately taxed and assessed.

#### ARTICLE FIVE: ALLOCATION OF ALLOCATED INTERESTS

5.1. Allocation of Allocated Interests. The allocation of Allocated Interests is as follows:

- a. Common Element Ownership Interests are allocated on the basis of the floor area of each Unit as a percentage of the floor area of all the Units in the aggregate, as depicted in Exhibit "C" attached hereto.
- b. Common Expense Liability is allocated on the same basis as specified in Section 5.1.a; provided, however, that this section shall not prohibit the apportionment of certain Common Expenses to particular Units pursuant to Section 5.2 of this Declaration.

- c. Votes in the Association, for all purposes including but not limited to adopting, ratifying or approving the budget or expenditures affecting the Condominium, electing Directors and amending the Declaration are allocated on an equal basis, i.e., each Unit having one vote.

5.2. Common Expense Assessments.

- a. Assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Association, and shall be payable in monthly installments.
- b. Except for assessments under subsections c. and d. of this section, all Common Expenses shall be assessed against all the Units in accordance with the allocations set forth in Section 5.1.
- c. Notwithstanding the allocations stated in section 5.1.b,
  - (1) Any Common Expense, not included in the operating budget, associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit(s) to which that Limited Common Element is assigned, equally or on any basis deemed equitable by the Board under the circumstances.
  - (2) Any Common Expense or portion thereof, not included in the operating budget and which benefits fewer than all of the Units, may be assessed exclusively against the Units benefited equally or on any basis deemed equitable by the Board under the circumstances.
  - (3) Any Common Expense, or portion thereof, for utilities, maintenance, repair or replacement, the cost of which is equal per Unit, may be charged, passed through, or directly billed to each Unit.
  - (4) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
  - (5) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
  - (6) Fees, charges, late charges, fines, collection costs, interest, plus attorney's fees for collection thereof, charged against a Unit Owner pursuant to the Documents and the Acts are enforceable as Common Expense assessments.



- d. Assessments to pay a judgment against the Association shall be made only against the Unit Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.
- e. Any Unit Owner, following Notice and Hearing, shall be liable for any damages to any person, any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit, including but not limited to all mechanical and electrical systems, or Limited Common Elements assigned by this Declaration.
- f. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.
- g. If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

5.3. Reallocation of Allocated Interests. The Allocated Interests are subject to change in the event the Board at the request of any Unit Owner changes allocations to a Unit pursuant to the procedure stated in Section 16.1.

#### ARTICLE SIX: MAINTENANCE, REPAIR AND REPLACEMENT

6.1. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

6.2. Units. Except for any portions thereof to be maintained, repaired or replaced by the Association, each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit and Limited Common Elements; provided, however, that no Unit Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any storm doors, screens or other enclosures on entrances, balconies or patios or any other parts of the Unit, Common Elements, Limited Common Elements or Building without the prior written approval of the Board as provided in Article 15. The exterior of front doors of the Units and the exterior of the garage doors shall be painted, and front stoops shall be maintained, by the Association as a part of the Common Elements.

#### 6.3. Limited Common Elements.

- a. Any Common Expense associated with the maintenance, repair or replacement of plumbing, heat exchanger, heater outlet, enclosures and mechanical attachments will be assessed against the Unit or Units to which the Limited Common Element is assigned.

- b. Common Expenses allocated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of yards, patios, decks, flower planters, exterior surfaces, trim, siding, door, and windows will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Board upon approval by the covenants control committee, if any. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense assessment under this section, after Notice and Hearing.
- c. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- d. Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements shall be assessed against all Units in accordance with their Common Expense Liabilities.
- e. Each Unit Owner shall be responsible for removing all snow, leaves and debris from all steps, patios, balconies, lanais and carports which are Limited Common Elements appurtenant to his Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly and severally responsible for such removal.

6.4. Access. Any person authorized by the Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

#### ARTICLE SEVEN: COVENANT AGAINST PARTITION

So long as the Condominium property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separate. Any deed, lease, mortgage or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment permitted in Article Sixteen hereof, no Unit Owner

shall by deed, plat or otherwise, subdivide or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall be in kind.

#### ARTICLE EIGHT: EASEMENTS

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

8.2. Easements Appurtenant to Unit. Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, carport, garage, and parking space, if any, which are part of the Unit, should there be any encroachment on any Common Element; provided, however, that no Unit Owner shall enclose, decorate or landscape any such balcony, terrace, patio, carport, garage or parking space contrary to any rules or regulations established by the Board. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air conditioning compressor for that Unit is located.

8.3. Easements in Gross. The Condominium shall be subject to a perpetual easement in gross to the Association and the Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-laws.

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

8.5. Effect of Easement. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on any Unit Owner, purchaser, holder of a Security Interest or other person having an interest in any portion of the Condominium property herein described, whether or not such easements are mentioned or described in any deed of conveyance.



#### ARTICLE NINE: RESTRICTIONS

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

9.1. Occupancy. No part of any Unit shall be used for a purpose other than a single family residence, each Unit being occupied as a residence either by one (1) family or by not more than two (2) unmarried individuals and the children of either or both. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the County of St. Louis.

9.2. Obstructions. There shall be no obstructions or storage on any portions of the Common Elements without prior written consent of the Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the Buildings.

9.3. Signs. No sign of any kind shall be displayed to the public view on any Unit or Common Element without the prior written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

9.4. Antennas. No radio or television or other aerial, antenna, dish, tower or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed or maintained unless so erected, installed, placed, or maintained entirely within the enclosed portion of the Unit.

9.5. Pets and Animals. Each Unit is permitted to have no more than a total of one dog or cat, and one bird or other household animal; provided, however, such pet or animal does not weigh in excess of thirty-five (35) pounds. Otherwise, no animals, reptiles, birds, rabbits, live-stock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Condominium, except for those pets, birds or other household animals kept in a Unit which do not violate regulations established by the Board. Pets shall not be allowed in the swimming pool area, tennis courts, recreation building, or the courtyards of the stacked-unit buildings, and shall be allowed on the Common Elements or Limited Common Elements only if securely leashed by a responsible person. There shall be no structures for such pets or household animals outside the Unit at any time. Owners are required to clean up after their pet or household animal. Owners agree to be responsible for damages to property or for injury done by their pet or household animal, and agree to indemnify and hold harmless the Board, Association and other Unit Owners for such damage or injury. Neither this Section nor regulations adopted by the Board shall affect the rights of Unit Owners to keep such previously permitted pets or household animals for the life of such pet or household animal provided such pets or household animals have not become a nuisance. The Board is authorized to adopt such regulations as it deems reasonable and proper, including but not limited to the following: pet permits and revocation of same, limitations on pet

size, designation of areas of the Common Elements permitted for pets, complaints and notification procedures, and fines and/or penalties applicable to pet regulations.

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

9.7. Business Use. Except as may be incidental to residential purposes and not create a nuisance or in any way impair the rights of any Unit Owner under the Documents, as determined by the Board, no business, trade, occupation or profession of any kind, including but not limited to day care, shall be conducted, maintained or permitted on any part of the Condominium.

9.8. Rules and Regulations. No person shall use the Units or Common Elements in any manner which does not conform to such rules and regulations which may be established by the Board from time to time.

9.9. Leases.

- a. No Unit shall be rented by the Owner thereof for transient or hotel purposes, which shall be defined as rental for any period less than twelve (12) months or any rental if the occupants of the Unit are provided customary hotel services; provided, however, that any Unit Owner of a Unit so rented on the effective date of this Declaration shall be exempt from the foregoing provision during the tenancy of such tenant. Each Unit Owner hereby appoints the Board to act as his agent and attorney-in-fact for the purpose of enforcing the Documents against his tenant(s). Any failure by the tenant(s) to comply with the Documents shall constitute a default under the lease, and shall be enforceable by the Board. Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the entire Unit, but not less than the entire Unit, provided that said lease: (1) is made in writing, (2) is subject to the covenants and restrictions contained in this Declaration, (3) specifies the Board to act as agent and attorney-in-fact for the Unit Owner, (4) acknowledges receipt by tenant of the Documents, (5) provides that a violation of the Documents shall automatically constitute a breach of the lease, enforceable by the Board, and (6) is subject to approval by the Board to determine compliance with this Declaration. Each Unit Owner, prior to the effective date of a lease, shall submit an executed copy of said lease to the Board, which shall notify the Unit Owner of its decision within five (5) days of receipt; failure to so notify shall con-



stitute approval. The Board may require the use of standard lease provisions to facilitate enforcement of this section. The Board shall maintain a current list of the name, unit number, and phone number of each tenant or occupant.

- b. If any lease of a Unit is made or attempted by any Unit Owner without compliance with the foregoing provisions, such lease shall be voidable by the Board and shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available hereunder or at law or in equity in connection therewith.

9.10. Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

9.11. Multiple Family Residential Use. No portion of the Condominium shall be used as a boarding house or rooming house, or for any purpose other than that of a multiple family residential development, nor shall any part of the Condominium be used for any purpose prohibited by law or ordinance nor shall anything be done in or on the Condominium which may be or become a nuisance, in the judgment of the Board. No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling (whether single or multiple) purpose.

9.12. Trash Disposal. No trash, rubbish or garbage receptacle or can shall be placed on the property outside of a building except in appropriate bags disposed of in dumpsters. Any oversized item which cannot be disposed of in the dumpster shall be disposed of in accordance with rules adopted by the Board.

#### ARTICLE TEN: ASSOCIATION, MEMBERSHIP

10.1. Creation, Name. There shall be a Unit Owners' Association, the name of which shall be the "Spring Creek Condominium Association," ("Association"), which shall be incorporated pursuant to Chapter 355, Mo.Rev.Stat., as a not-for-profit corporation.

10.2. Membership. The membership of the Association at all times shall consist exclusively of all of the Unit Owners or, following termination of the Condominium, of all former Unit Owners entitled to distributions of proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns.

10.3. Management. The operation of the Condominium shall be vested in the Association.

10.4. Authority. No Unit Owner, except an officer of the Board, shall have any authority to act for the Association.



#### ARTICLE ELEVEN: EXECUTIVE BOARD

11.1. Creation, Number. There shall be an Executive Board which shall act on behalf of the Association. The Board shall consist of six (6) members who shall be Unit Owners other than the Declarant and who shall be elected and serve as provided herein:

11.2. Qualifications. For purposes of Board membership, a Unit Owner shall be deemed to include any officer or director of any corporate or partnership owner of a Unit as determined by duly authorized notice to the Board from said corporate or partnership owner.

11.3. Election. Election of Directors shall be held annually during the month of October of each year or as soon thereafter as practical. Any tie shall be broken by a new vote between the persons engaged in such tie. Directors shall serve terms of three years each, which terms shall be staggered with one-third of the Board members elected annually. No Directors shall serve more than the greater of two (2) three-year terms in succession or eight (8) years in succession. The members of the Board of Managers on the effective date of this Declaration shall be entitled to fulfill their terms and stand for re-election.

11.4. No Compensation. Directors shall serve without compensation.

11.5. Fidelity Bond. Before any Unit Owner shall become a member of and serve on the Board, he shall be able to be bonded as provided in the By-Laws.

11.6. Vacancies. In the event any Director shall cease to be a Unit Owner, die, resign, decline to act or become unable for any reason to discharge his duties, the term of such member shall be deemed terminated, and the remaining Directors shall appoint a Unit Owner to fill such vacancy for the unexpired portion of such term.

11.7. Removal. The Unit Owners, by a two-thirds vote of all Unit Owners at any regular or special meeting, may remove any Director.

#### ARTICLE TWELVE: ASSOCIATION POWERS AND DUTIES

The powers and duties of the Association shall include those set forth in the Act, this Declaration, the Articles of Incorporation, and By-Laws, and shall include the following:

12.1. Access. The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

12.2. Budgets. The power to adopt and amend budgets for revenues, expenditures and reserves of the Condominium and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements.

12.3. Managing Agent. The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.

12.4. Employees. The power to employ and retain persons necessary for maintenance, repair and replacement of the Common Elements.

12.5. Utility Easements. The power to establish, grant and dedicate easements for public utilities in addition to any shown on the Plat, leases, licenses and concessions in, over and through the Common Elements.

12.6. Contracting. The power to enter into contracts with others for the maintenance, management, operation, repair, replacement and servicing of the Condominium, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, successors and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purpose herein expressed.

12.7. Rulemaking. The power to adopt reasonable rules and regulations, and to require permits for particular uses of the Common Elements, and to revoke same, for the maintenance and conservation of the Condominium, and for the health, comfort and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

12.8. Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.

12.9. Abatement. The power, including without limitation the right to enter a Unit or upon land without constituting a trespass, to prevent, abate or terminate any infringement or to compel the performance of the Act or the Documents, by appropriate legal proceedings and at the expense of the offending party pursuant to Section 29.5.

12.10. Penalties. The power to impose interest and charges for late payment of assessments and, after Notice and Hearing, to levy reasonable fines and/or penalties, including withdrawing use of Common Elements and/or the right to vote, for violations of the Documents.



12.11. Restoration of Units. The power, in the event a Unit Owner fails to maintain his Unit as required herein, to assess the Unit Owner for the sums necessary to restore the Unit to good condition and collect such assessment, and shall have a lien for same as is otherwise provided herein and after such assessment, and to have its employees or agents enter the Unit and do the work necessary to enforce compliance.

12.12. Administrative Charges. The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as may in the future be required by the Act, or statements of unpaid assessments.

12.13. Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance, workers compensation, liability, insurance protecting the Association, its officers, the Board and the Unit Owners, directors and officers liability insurance, and such other insurance coverage and other provisions as required by Section 448.3-113 of the Act and Article Twenty-Two of this Declaration, and the power to provide for the indemnification of the Executive Board and its officers.

12.14. Borrowing. In addition to those powers granted by the Act, the power to assign its rights to future income, including the right to receive Common Expense assessments, but such power is hereby limited to the purposes of payment of common expenses and repair of existing or future structures or maintenance, alteration, construction, expansion or improvement of any existing or future Common Elements or of any existing or future property owned by the Association.

12.15. Conveyance of Common Elements. Property owned by the Association, or portions of the Common Elements, may be conveyed or subjected to a Security Interest by the Association only as provided in Section 448.3-112 of the Act.

12.16. General. The power to exercise such other powers as may be provided in the Act, its Articles of Incorporation or By-Laws, or the general not-for-profit corporation law of the State of Missouri, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association and enforcement of the Documents.

12.17. Limitations. The Board shall not have any power to amend the Declaration, to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Directors, but the Board may fill vacancies in its membership for the unexpired portion of any term.



ARTICLE THIRTEEN: RIGHTS TO NOTICE AND COMMENT;  
NOTICE AND HEARING: APPEALS

13.1. Right to Notice and Comment. Before the Board amends the Bylaws or the Rules, or considers a Unit Owner's request to make exterior improvements to and part of the Limited Common Elements, and at any other time the Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comments to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

13.2. Right to Notice and Hearing. Before any action be taken to accelerate an annual assessment in the event of default, impose a charge for late payment of assessments, levy a fine or penalty for violation of the Declaration, By-Laws, or Rules and Regulations, or consider a Unit Owner's request to take any action requiring approval of the Board, the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

13.3. Mediation. Any party (including the Association) to a proceeding brought pursuant to Section 13.2 may request in writing that the services of a mediator be engaged in an attempt to resolve the dispute. If the other parties agree in writing, then the proceeding shall be suspended for a reasonable period of time so that a mediator may be appointed pursuant to the rules and procedures of the American Arbitration Association. The mediator shall fix a date by which the mediation process should be complete and may extend that date from time to time for good cause. At such time as there is a resolution by mediation, or based on a report of the mediator that insufficient progress is being made, then the proceeding shall resume and nothing discussed or disclosed in the mediation process shall be used in the proceeding. The parties (including the Association) shall agree in writing, in advance of and as a prerequisite to mediation, as to the proportionate share of the expenses of mediation to be borne by each. Mediation shall not be available for purposes of delay or in any case where the Board determines that the health, safety or welfare of the Association or its members requires an immediate resolution of the matter.

13.4. Appeals. Any person having a right to Notice and Hearing provided in Section 13.2 shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

13.5. Arbitration. Any party dissatisfied with a final decision of the Board may institute an arbitration proceeding before a single arbitrator, in the County of St. Louis, State of Missouri, in accordance with the rules of the American Arbitration Association and with Chapter 435, Mo. Rev. Stat. The cost of the arbitration shall be borne by the losing party and the arbitrator may award reasonable attorneys fees to the prevailing party. Arbitrations as provided herein shall be a prerequisite to the filing of an action by an aggrieved party in a court of competent jurisdiction.

#### ARTICLE FOURTEEN: BY-LAWS

14.1. General. The administration of the Association and operation of the Condominium shall be governed by the By-Laws of the Association, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act.

14.2. Officers. The Board shall elect from among the members of the Board a President, Vice-President, Treasurer, Secretary, and any other officers of the Board or the Association specified in the By-Laws.

14.3. Qualifications, Powers. The By-Laws shall provide for the qualifications, powers and duties, terms of office, and manner of electing and removing officers and filling vacancies.

14.4. Delegation of Powers. The By-Laws shall specify which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent.

14.5. Certification of Amendments to Declaration. The By-Laws shall specify the officers who are authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

14.6. Annual Meeting of Association. There shall be at least one meeting every year of the Association.

14.7. Quorum of Association. The By-Laws shall specify when a quorum is deemed present for a meeting of the Association.

14.8. Quorum of Board. The By-Laws shall specify when a quorum is deemed present for a meeting of the Board, provided, however, that such quorum shall not be less than fifty percent (50%) of the persons on that Board being present at the beginning of the meeting.

14.9. Amendment to By-Laws. The By-Laws may be amended only by a vote of a majority of the members of the Board following Notice and Comment as provided in Section 13.1, at any meeting duly called for such purpose.

14.10. Voting. The By-Laws shall specify procedures for voting.

14.11. Notices. Notices to any party required by this Declaration shall be made in the manner provided in the By-Laws.

#### ARTICLE FIFTEEN: ADDITIONS, ALTERATIONS AND IMPROVEMENTS

##### 15.1. Additions, Alterations and Improvements by Unit Owners.

- a. No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Board in accordance with Subsection 15.1.c.
- b. Subject to Subsection 15.1.a., a Unit Owner:
  - (1) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.
  - (2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without the prior written consent thereto of the Board.
  - (3) After acquiring an adjoining Unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.
- c. A Unit Owner may submit a written request to the Board for approval to do anything that he or she is forbidden to do under Subsection 15.1.a. or 15.1.b(2). The Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance with the provisions of its rules.



- d. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Board only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claims for injury to person or damage to property arising therefrom.
- e. All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

15.2. Additions, Alterations and Improvements by Executive Board.  
The Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

15.3. Exterior Improvements and Landscaping Within Limited Common Elements. Unit Owners may make exterior improvements, alterations or additions, within or as a part of Limited Common Elements constituting balconies, lanais, terraces or patios consisting of repainting, restaining and addition of architectural detailing, and planting of gardens, hedges and shrubs, provided they are undertaken with the prior written permission of the Board or a covenants control committee established for such purpose, if any, following a written request by the Owner, including submission of complete plans prepared by an architect or landscape architect and a review by the Board or such Committee as to consistency with improvements originally constructed by the Declarant, consistent with the style and character of the Condominium, to enhance uniformity of exterior appearance and aesthetic harmony in color, materials and design. No approval will be awarded without Notice and Comment given to the Unit Owners. The Board or Committee, if any, shall answer in writing any written request for such approval within thirty (30) days after the receipt thereof, and failure to do so shall constitute consent to the proposed improvements, alterations or additions. The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees. It is the intent to provide for limited individualization of the appearance of the buildings while retaining their overall architectural character.

#### ARTICLE SIXTEEN: RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

16.1. Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article Fifteen, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Board

determines, within 30 days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and the granted's index in the name of the Association.

16.2. Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and Identifying Numbers. The applicants shall pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Board.

#### ARTICLE SEVENTEEN: ASSESSMENTS: LIABILITY, INTEREST AND COLLECTIONS

17.1. Authority. The Association, through its Board and pursuant to the Act, shall have the power to determine and fix the sums necessary to provide for the Common Expenses. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limit, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner of a Unit in accordance with his Allocated Interest as provided in Section 5.1.b.

17.2. Common Expenses Attributable to Fewer than all Units. Common Expenses shall be assessed pursuant to Section 5.1.b. except as provided in Section 5.2.c.

#### 17.3. Preparation and Adoption of Budget.

- a. The By-Laws shall specify the procedures to be utilized in preparing the budget.
- b. Within thirty (30) days of notifying the Unit Owners of any proposed budget the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners entitled to vote reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.
- c. Notwithstanding any other provision herein, the Board shall make suitable provision for compliance with all ordinances, rules and regulations of the County of St. Louis, and for such purposes shall not be limited to any maximum assessment.



17.4. Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within 10 business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.

17.5. Monthly Payment of Common Expenses. All Common Expenses assessed under Section 17.1 shall be due and payable monthly; other assessments shall be due as may be determined by the Board.

17.6. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

17.7. Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves and contingencies, shall be paid to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Common Expense assessments.

17.8. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

17.9. No Waiver of Liability. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association, Declarant, or another Unit Owner.

17.10. Interest And Late Fees. Assessments and installments thereof, plus late fees not paid when due, shall bear interest from the due date until paid, at the rate of eighteen percent (18%) per annum, or the maximum legal rate of interest, if lower, or at any lower rate adopted by resolution of the Board. If any Unit Owner fails to pay his monthly installment for ten (10) days, the Board shall charge a late fee in the sum of ten dollars (\$10.00) plus one dollar (\$1.00) per each day that such delinquency continues until all delinquent assessments, late fees and interest are paid in full; the Board may, from time to time, adopt such other reasonable late fee as it may determine. The Board may adopt and enforce such other reasonable charges as appropriate to recover processing and administrative costs.

17.11. Priority of Mortgages. Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act.



17.12 Lien for Assessments.

- a. The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of Section 513.475, Mo.Rev. Stat.
- c. Recording of this Restatement constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.
- d. A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- e. This Section does not prohibit an action to recover sums for which Subsection a. of this Section creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.
- f. A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- g. A judgment or decree in an action brought under this Section is enforceable by execution of the judgment.

- b. The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under Chapter 443, Mo.Rev.Stat.
- i. In the case of foreclosure under Chapter 443, Mo.Rev. Stat. the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.
- j. Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

#### ARTICLE EIGHTEEN: OTHER LIENS

Liens Against Condominium Property, Units, Common Elements. Liens against the Condominium property, Units, or Common Elements may result only pursuant to section 448.3-117 of the Act:

18.1. Against Condominium. With the exception of liens which may result from the initial construction of this Condominium, and except as provided in Section 18.2, no liens of any nature, including without limitation a judgment for money against the Association, shall arise or be created subsequent to the recording of this Declaration of Declaration against the Condominium (as distinguished from individual Units) without the consent of a majority of the Unit Owners. Subsequent to such recording, liens may arise or be created only against individual Units.

18.2. Against Units, Common Elements. Unless a Unit Owner has expressly requested or consented to work being performed or material being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same shall be a lien against all Units at the time judgment is entered in proportion to each Owner's Common Expense Liability. No other property of a Unit Owner is subject to claims of creditors of the Association.

18.3. By Holder of Security Interest in Common Elements. Notwithstanding Sections 18.1 and 18.2, if the Association has granted a Security Interest in the Common Elements of the Association pursuant to Section 12.15 of this Declaration and section 448.3-112 of the Act, the holder of that Security Interest shall exercise its right against the Common Elements before its judgment lien on any Unit may be enforced.

18.4. Releases. In the event a lien against two (2) or more Units becomes effective, each Owner thereof may release his Unit from the lien by paying the proportionate amount attributable to his Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Unit.

18.5. Indexing of Judgments. A judgment against the Association shall be indexed in the name of the Condominium and the Association and, if so indexed, is notice of the lien against the Units.

#### ARTICLE NINETEEN: MORTGAGEE PROTECTION

19.1. Right to Grant Security Interests. Each Unit Owner shall have the right to grant one or more Security Interest(s) against his Unit, but only to the extent of such Unit Owner's Ownership Interest in the Common Elements.

19.2. Notices of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of:

- a. Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;
- b. Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Imposition of restrictions on a Unit Owner's right to sell or transfer his Unit;
- e. Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
- f. Termination of the Condominium after occurrence of substantial destruction or condemnation;
- g. Assessments, assessment liens or subordination of assessment liens;
- h. Any judgment against the Association;
- i. Conveyance or encumbrance of the Common Elements or any portion thereof; and
- j. The assignment of the future income of the Association, including its right to receive Common Expense assessments.

19.3. Inspection of Books. The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.



19.4. Financial Statements. The Association shall provide any Eligible Mortgagee which submits a written request with a copy of the annual financial statement, and may impose a reasonable charge for each statement furnished.

19.5. Attendance at Meetings. Any representative of an Eligible Mortgagee may attend any meeting which a Unit Owner may attend.

19.6. Right to Cure Default. If any Unit Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Unit Owner's interest, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in this Declaration and the Act with respect to liens for failure to pay Common Expense assessments. The foregoing shall not be construed to require the holder of a Security Interest against any Unit to give notice of default under such Security Interest to the Board or to receive permission from the Board to foreclose the lien of such Security Interest.

#### ARTICLE TWENTY: LIMITATION OF LIABILITY

20.1. Common Expenses. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with the Act, this Declaration, and the By-Laws.

20.2. Liabilities. A Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his pro rata share of that liability in the same percentage as his Common Expense Liability, and then in no case shall that liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Article Twenty-Two hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

#### ARTICLE TWENTY-ONE: PERSONS AND UNITS SUBJECT TO DOCUMENTS

21.1. Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of Recorder of the County of St. Louis, State of Missouri are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

21.2. Adoption of Rules. The Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

#### ARTICLE TWENTY-TWO: INSURANCE

22.1. Coverage. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as required by Section 448.3-113 of the Act and as set forth in this Article and the By-Laws. The Board shall obtain "all risk" protection against damage to property, liability coverage, fidelity Bonds, workers compensation, directors and officers' liability coverage, and such other insurance as the Board may deem appropriate to protect the Association or the Unit Owners. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

22.2. Premiums. Insurance premiums shall be a Common Expense.

#### ARTICLE TWENTY-THREE: DAMAGE TO OR DESTRUCTION OF CONDOMINIUM

23.1. Duty to Restore. A portion of the Condominium for which insurance is required under Section 448.3-113 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- a. The Condominium is terminated;
- b. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- c. 80% of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

23.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

23.3. Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board and a majority of Unit Owners.

23.4. Replacement of Less Than Entire Property.

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- b. Except to the extent that other persons will be distributees,
  - (1) The insurance proceeds attributable to a Unit and

Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(2) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;

c. If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated as if the Unit had been condemned under Subsection 1 of Section 448.1-107 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

23.5. Insurance Proceeds. The insurance Trustee, or if there is no insurance trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1.a through Subsection 23.1.c, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated.

23.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Board:

- a. Whether or not damaged or destroyed Property is to be repaired or restored;
- b. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

23.7. Certificates by Attorneys. Title insurance companies or if payments are to be made to Unit Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the Records of the County of St. Louis from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

#### ARTICLE TWENTY-FOUR: TERMINATION OF CONDOMINIUM

Except in the case of taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners of units to which at least eighty percent (80%) of the votes in the Association are allocated pursuant to section 5.1.c of this Declaration. The procedures for termination and all interests shall be determined in accordance with Section 448.2-118 of the Act.



#### ARTICLE TWENTY-FIVE: MASTER ASSOCIATION

The Board may delegate any of the powers described in Article Twelve of this Declaration, but only such powers as are expressly delegated, to a profit or not-for-profit corporation or unincorporated association to exercise such powers for the benefit of the Condominium only in accordance with Section 448.2-120 of the Act.

#### ARTICLE TWENTY-SIX: MERGER OR CONSOLIDATION

The Condominium may be merged or consolidated with any one or more condominiums into a single condominium only in accordance with Section 448.2-121 of the Act.

#### ARTICLE TWENTY-SEVEN: AMENDMENTS TO DECLARATION

27.1. General. Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the Act, or by certain Unit Owners under Article Sixteen of this Declaration and 448.2-118 of the Act, this Declaration, including the Plat and Plans, may be amended only by vote or agreement of the Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

27.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

27.3. Recordation of Amendments. Each amendment to the Declaration must be recorded in St. Louis County and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article Sixteen of this Declaration, must be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

27.4. Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated in the By-Laws for that purpose or, in the absence of designation, by the president of the Association.

27.5. Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration, without other approval, to correct drafting errors or to bring the Condominium into compliance with conditions imposed by lenders providing government-insured loans.

#### ARTICLE TWENTY-EIGHT: CONDEMNATION

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable only in accordance with Section 448.1-107 of the Act.

ARTICLE TWENTY-NINE: GENERAL PROVISIONS

29.1. Validity.

- a. All provisions of this Declaration and the By-Laws are severable.
- b. The rule against perpetuities shall not be applied to defeat any provision of the Declaration, By-Laws, or rules and regulations adopted pursuant to section 448.3-102 of the Act.
- c. The Documents are intended to comply with the requirements of the Act and Chapter 355 of the Missouri Revised Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.
- d. Title to a Unit and Common Elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

29.2. Relief and Remedies. Pursuant to section 448.4-117 of the Act,

- a. If any person subject to the Act fails to comply with any provision of the Act or any provision of the Declaration or Bylaws, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any provision of the Act. The Court, in an appropriate case, may award reasonable attorney's fees.
- b. Should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the By-Laws or the Association's Rules and Regulations, upon a finding by the court that the violation complained of occurred, the defendant Unit Owner shall reimburse the Association for reasonable attorneys' fees, court costs and expenses of litigation incurred by it bringing such action.

29.3. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium. Whenever the context so requires,

the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

29.4. Captions. The captions contained in this Declaration or the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the By-Laws nor the intent of any provision thereof.

29.5. Waiver. No provision contained in this Declaration or By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Board of Managers, by its duly authorized officers, has executed this Restatement of Declaration this 19th day of April, 1989.

SPRING CREEK CONDOMINIUM ASSOCIATION

By:

Jean M. Graefe  
President JEAN M. GRAEFE

(NO SEAL)

ATTEST:

Russ M. Atchey  
Secretary

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

On this 19th day of April, 1989, before me appeared Jean M. Graefe, to me personally known, who, being by me duly sworn, did say that she is the President of the Board of Managers of Spring Creek Condominium Association, and that said instrument was signed in behalf of said Board of Managers of Spring Creek Condominium Association, and that said Jean Graefe acknowledged said instrument to be her free act and deed.

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

Anthony J. Soukenik  
Notary Public

My Commission Expires:

ANTHONY J. SOUKENIK  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 10/18/92  
ST. LOUIS COUNTY



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 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 466.35 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 of 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 63; 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, a 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 46 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 27.73 feet to the point of beginning containing 38.6575 acres more or less.

EXHIBIT C

SPRING CREEK CONDOMINIUM

TABLE OF ALLOCATED INTERESTS

| Bldg. | Unit.<br>No. | Percentage of Common Expense<br>Common Ownership Liability | Votes in<br>Association |
|-------|--------------|--|-------------------------|
| 3600  | A            | .0061385   | EQUAL                   |
| 3600  | B            | .0063953   | EQUAL                   |
| 3600  | C            | .0063953   | EQUAL                   |
| 3600  | D            | .0063953   | EQUAL                   |
| 3600  | E            | .0063953   | EQUAL                   |
| 3600  | F            | .0061385   | EQUAL                   |
| 3604  | A            | .0061385   | EQUAL                   |
| 3604  | B            | .0063953   | EQUAL                   |
| 3604  | C            | .0063953   | EQUAL                   |
| 3604  | D            | .0063953   | EQUAL                   |
| 3604  | E            | .0063953   | EQUAL                   |
| 3604  | F            | .0061385   | EQUAL                   |
| 3606  | A            | .0061385   | EQUAL                   |
| 3606  | B            | .0063953   | EQUAL                   |
| 3606  | C            | .0063953   | EQUAL                   |
| 3606  | D            | .0063953   | EQUAL                   |
| 3606  | E            | .0063953   | EQUAL                   |
| 3606  | F            | .0063953   | EQUAL                   |
| 3606  | G            | .0063953   | EQUAL                   |
| 3606  | H            | .0061385   | EQUAL                   |
| 3608  | A            | .0065017   | EQUAL                   |
| 3608  | B            | .0072281   | EQUAL                   |
| 3608  | C            | .0072281   | EQUAL                   |
| 3608  | D            | .0072281   | EQUAL                   |
| 3608  | E            | .0072281   | EQUAL                   |
| 3608  | F            | .0072281   | EQUAL                   |
| 3608  | G            | .0072281   | EQUAL                   |
| 3608  | H            | .0072281   | EQUAL                   |
| 3608  | I            | .0072281   | EQUAL                   |
| 3608  | J            | .0073612   | EQUAL                   |
| 3610  | A            | .0073612   | EQUAL                   |
| 3610  | B            | .0083177   | EQUAL                   |
| 3610  | C            | .0083177   | EQUAL                   |
| 3610  | D            | .0083177   | EQUAL                   |
| 3610  | E            | .0073612   | EQUAL                   |



| Bldg. | Unit.<br>No. | Percentage of Common Expense<br>Common Ownership Liability | Votes in<br>Association |
|-------|--------------|--|-------------------------|
| 3612  | A            | .0061385   | EQUAL                   |
| 3612  | B            | .0063953   | EQUAL                   |
| 3612  | C            | .0063953   | EQUAL                   |
| 3612  | D            | .0063953   | EQUAL                   |
| 3612  | E            | .0063953   | EQUAL                   |
| 3612  | F            | .0061385   | EQUAL                   |
| 3614  | A            | .0065017   | EQUAL                   |
| 3614  | B            | .0072281   | EQUAL                   |
| 3614  | C            | .0072281   | EQUAL                   |
| 3614  | D            | .0072281   | EQUAL                   |
| 3614  | E            | .0072281   | EQUAL                   |
| 3614  | F            | .0072281   | EQUAL                   |
| 3614  | G            | .0072281   | EQUAL                   |
| 3614  | H            | .0072281   | EQUAL                   |
| 3614  | I            | .0072281   | EQUAL                   |
| 3614  | J            | .0073612   | EQUAL                   |
| 3701  | A            | .0061385   | EQUAL                   |
| 3701  | B            | .0061385   | EQUAL                   |
| 3701  | C            | .0061385   | EQUAL                   |
| 3701  | D            | .0061385   | EQUAL                   |
| 3701  | E            | .0061385   | EQUAL                   |
| 3701  | F            | .0061385   | EQUAL                   |
| 3701  | G            | .0061385   | EQUAL                   |
| 3701  | H            | .0061385   | EQUAL                   |
| 3702  | A            | .0061385   | EQUAL                   |
| 3702  | B            | .0063953   | EQUAL                   |
| 3702  | C            | .0063953   | EQUAL                   |
| 3702  | D            | .0063953   | EQUAL                   |
| 3702  | E            | .0063953   | EQUAL                   |
| 3702  | F            | .0061385   | EQUAL                   |
| 3703  | A            | .0061385   | EQUAL                   |
| 3703  | B            | .0061385   | EQUAL                   |
| 3703  | C            | .0061385   | EQUAL                   |
| 3703  | D            | .0061385   | EQUAL                   |
| 3703  | E            | .0061385   | EQUAL                   |
| 3703  | F            | .0061385   | EQUAL                   |
| 3703  | G            | .0061385   | EQUAL                   |
| 3703  | H            | .0061385   | EQUAL                   |
| 3705  | A            | .0061385   | EQUAL                   |
| 3705  | B            | .0063953   | EQUAL                   |
| 3705  | C            | .0063953   | EQUAL                   |
| 3705  | D            | .0063953   | EQUAL                   |
| 3705  | E            | .0063953   | EQUAL                   |

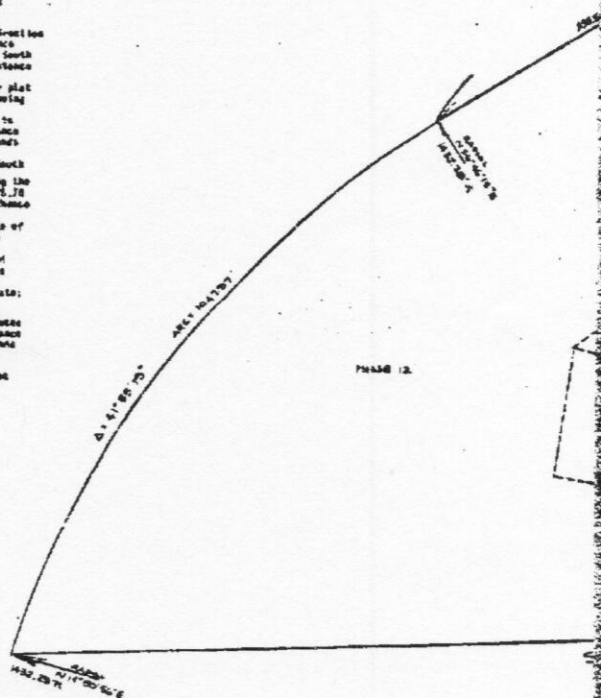
| Bldg. | Unit.<br>No. | Percentage of Common Expense<br>Common Ownership Liability | Votes in<br>Association |
|-------|--------------|--|-------------------------|
| 3705  | F            | .0063953   |                         |
| 3705  | G            | .0063953   | EQUAL                   |
| 3705  | H            | .0061385   | EQUAL                   |
| 3707  | A            | .0061385   |                         |
| 3707  | B            | .0063953   | EQUAL                   |
| 3707  | C            | .0063953   | EQUAL                   |
| 3707  | D            | .0063953   | EQUAL                   |
| 3707  | E            | .0063953   | EQUAL                   |
| 3707  | F            | .0061385   | EQUAL                   |
| 3709  | A            | .0061385   |                         |
| 3709  | B            | .0063953   | EQUAL                   |
| 3709  | C            | .0063953   | EQUAL                   |
| 3709  | D            | .0063953   | EQUAL                   |
| 3709  | E            | .0063953   | EQUAL                   |
| 3709  | F            | .0063953   | EQUAL                   |
| 3709  | G            | .0063953   | EQUAL                   |
| 3709  | H            | .0061385   | EQUAL                   |
| 3710  | A            | .0061385   |                         |
| 3710  | B            | .0063953   | EQUAL                   |
| 3710  | C            | .0063953   | EQUAL                   |
| 3710  | D            | .0063953   | EQUAL                   |
| 3710  | E            | .0063953   | EQUAL                   |
| 3710  | F            | .0063953   | EQUAL                   |
| 3710  | G            | .0063953   | EQUAL                   |
| 3710  | H            | .0061385   | EQUAL                   |
| 3711  | A            | .0061385   |                         |
| 3711  | B            | .0063953   | EQUAL                   |
| 3711  | C            | .0063953   | EQUAL                   |
| 3711  | D            | .0063953   | EQUAL                   |
| 3711  | E            | .0063953   | EQUAL                   |
| 3711  | F            | .0063953   | EQUAL                   |
| 3711  | G            | .0063953   | EQUAL                   |
| 3711  | H            | .0061385   | EQUAL                   |
| 3716  | A            | .0061385   |                         |
| 3716  | B            | .0063953   | EQUAL                   |
| 3716  | C            | .0063953   | EQUAL                   |
| 3716  | D            | .0063953   | EQUAL                   |
| 3716  | E            | .0063953   | EQUAL                   |
| 3716  | F            | .0061385   | EQUAL                   |

| Bldg. | Unit.<br>No. | Percentage of Common Expense<br>Common Ownership Liability | Votes in<br>Association |
|-------|--------------|--|-------------------------|
| 3718  | A            | .0061385   |                         |
| 3718  | B            | .0063953   | EQUAL                   |
| 3718  | C            | .0063953   | EQUAL                   |
| 3718  | D            | .0063953   | EQUAL                   |
| 3718  | E            | .0063953   | EQUAL                   |
| 3718  | F            | .0061385   | EQUAL                   |
| 3719  | A            | .0061385   |                         |
| 3719  | B            | .0061385   | EQUAL                   |
| 3719  | C            | .0061385   | EQUAL                   |
| 3719  | D            | .0061385   | EQUAL                   |
| 3719  | E            | .0061385   | EQUAL                   |
| 3719  | F            | .0061385   | EQUAL                   |
| 3719  | G            | .0061385   | EQUAL                   |
| 3719  | H            | .0061385   | EQUAL                   |
| 3720  | A            | .0061385   |                         |
| 3720  | B            | .0063953   | EQUAL                   |
| 3720  | C            | .0063953   | EQUAL                   |
| 3720  | D            | .0063953   | EQUAL                   |
| 3720  | E            | .0063953   | EQUAL                   |
| 3720  | F            | .0061385   | EQUAL                   |
| 3721  | A            | .0061385   |                         |
| 3721  | B            | .0063953   | EQUAL                   |
| 3721  | C            | .0063953   | EQUAL                   |
| 3721  | D            | .0063953   | EQUAL                   |
| 3721  | E            | .0063953   | EQUAL                   |
| 3721  | F            | .0061385   | EQUAL                   |
| 3722  | A            | .0061385   |                         |
| 3722  | B            | .0063953   | EQUAL                   |
| 3722  | C            | .0063953   | EQUAL                   |
| 3722  | D            | .0063953   | EQUAL                   |
| 3722  | E            | .0063953   | EQUAL                   |
| 3722  | F            | .0061385   | EQUAL                   |
| 3724  | A            | .0061385   |                         |
| 3724  | B            | .0063953   | EQUAL                   |
| 3724  | C            | .0063953   | EQUAL                   |
| 3724  | D            | .0063953   | EQUAL                   |
| 3724  | E            | .0063953   | EQUAL                   |
| 3724  | F            | .0061385   | EQUAL                   |

Ex. B/V



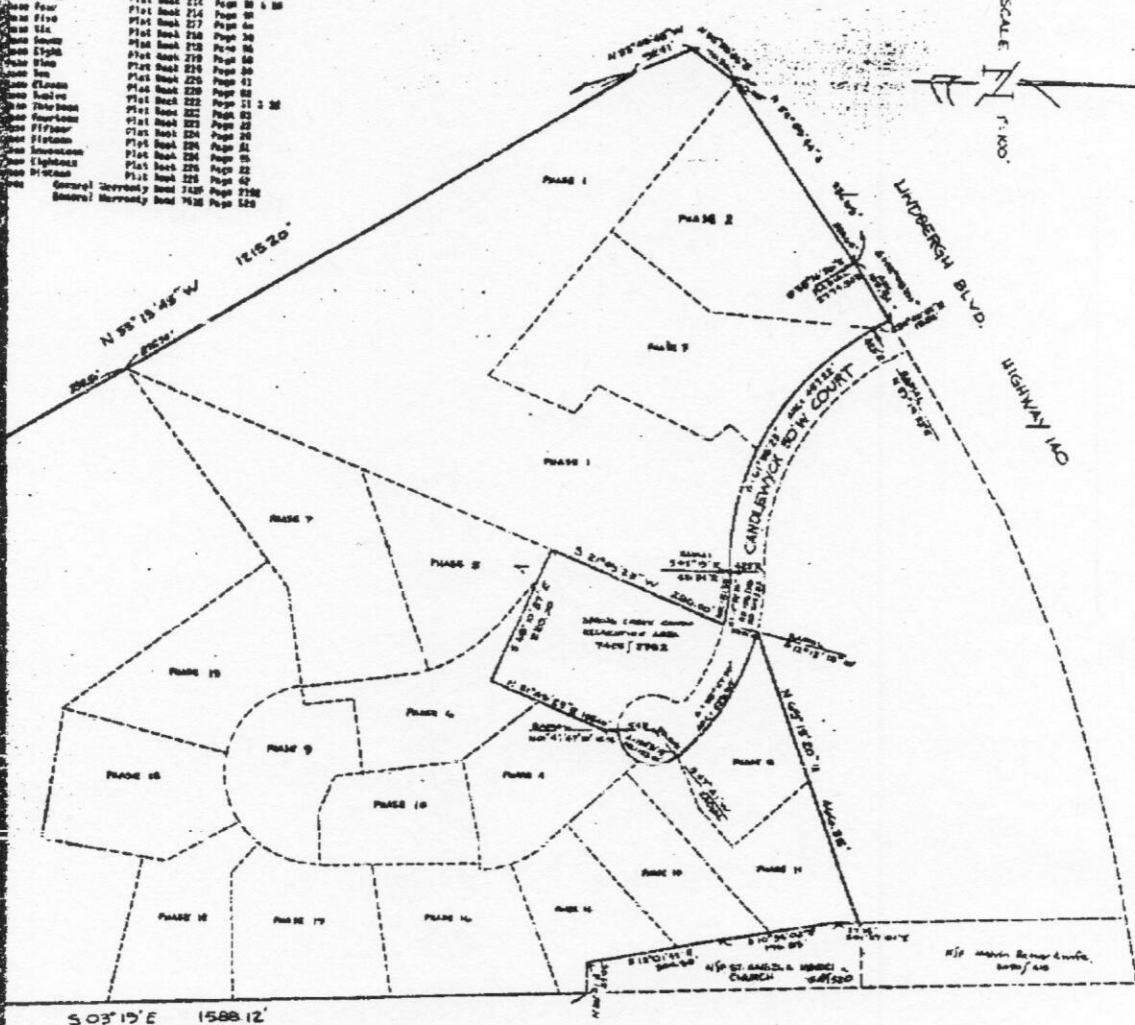
A GRACE of land being part of Lot 3 of the Subdivision of the John Evans Estate in U.S. Survey Loc. Township 47 North, Range 6 East, St. Louis County, Missouri and being more or less or Stocks 1, 25, and 27 of the SA. Foundation Company, together being more or less or Stocks 1, 25, and 27 of the lot(s);

[illegible][illegible]

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**STOLWYK & FERRENBLACH, INC.**  
Engineers - Planners - Surveyors  
7729 Hampden Blvd. St. Louis MO 63005  
(314) 728-6728

|                        |               |              |
|------------------------|---------------|--------------|
| Joe Road Dedication    | plat Book 246 | Page 40 & 41 |
| Joe Road Plat          | plat Book 246 | Page 22      |
| Joe Road Two           | plat Book 246 | Page 42 & 43 |
| Joe Road Three         | plat Book 246 | Page 44 & 45 |
| Joe Road Four          | plat Book 246 | Page 46 & 47 |
| Joe Road Five          | plat Book 246 | Page 48      |
| Joe Road Six           | plat Book 246 | Page 49      |
| Joe Road Seven         | plat Book 246 | Page 50      |
| Joe Road Eight         | plat Book 246 | Page 51      |
| Joe Road Nine          | plat Book 246 | Page 52      |
| Joe Road Ten           | plat Book 246 | Page 53      |
| Joe Road Eleven        | plat Book 246 | Page 54      |
| Joe Road Twelve        | plat Book 246 | Page 55      |
| Joe Road Thirteen      | plat Book 246 | Page 56      |
| Joe Road Fourteen      | plat Book 246 | Page 57      |
| Joe Road Fifteen       | plat Book 246 | Page 58      |
| Joe Road Sixteen       | plat Book 246 | Page 59      |
| Joe Road Seventeen     | plat Book 246 | Page 60      |
| Joe Road Eighteen      | plat Book 246 | Page 61      |
| Joe Road Nineteen      | plat Book 246 | Page 62      |
| Joe Road Twenty        | plat Book 246 | Page 63      |
| Joe Road Twenty One    | plat Book 246 | Page 64      |
| Joe Road Twenty Two    | plat Book 246 | Page 65      |
| Joe Road Twenty Three  | plat Book 246 | Page 66      |
| Joe Road Twenty Four   | plat Book 246 | Page 67      |
| Joe Road Twenty Five   | plat Book 246 | Page 68      |
| Joe Road Twenty Six    | plat Book 246 | Page 69      |
| Joe Road Twenty Seven  | plat Book 246 | Page 70      |
| Joe Road Twenty Eight  | plat Book 246 | Page 71      |
| Joe Road Twenty Nine   | plat Book 246 | Page 72      |
| Joe Road Thirty        | plat Book 246 | Page 73      |
| Joe Road Thirty One    | plat Book 246 | Page 74      |
| Joe Road Thirty Two    | plat Book 246 | Page 75      |
| Joe Road Thirty Three  | plat Book 246 | Page 76      |
| Joe Road Thirty Four   | plat Book 246 | Page 77      |
| Joe Road Thirty Five   | plat Book 246 | Page 78      |
| Joe Road Thirty Six    | plat Book 246 | Page 79      |
| Joe Road Thirty Seven  | plat Book 246 | Page 80      |
| Joe Road Thirty Eight  | plat Book 246 | Page 81      |
| Joe Road Thirty Nine   | plat Book 246 | Page 82      |
| Joe Road Forty         | plat Book 246 | Page 83      |
| Joe Road Forty One     | plat Book 246 | Page 84      |
| Joe Road Forty Two     | plat Book 246 | Page 85      |
| Joe Road Forty Three   | plat Book 246 | Page 86      |
| Joe Road Forty Four    | plat Book 246 | Page 87      |
| Joe Road Forty Five    | plat Book 246 | Page 88      |
| Joe Road Forty Six     | plat Book 246 | Page 89      |
| Joe Road Forty Seven   | plat Book 246 | Page 90      |
| Joe Road Forty Eight   | plat Book 246 | Page 91      |
| Joe Road Forty Nine    | plat Book 246 | Page 92      |
| Joe Road Fifty         | plat Book 246 | Page 93      |
| Joe Road Fifty One     | plat Book 246 | Page 94      |
| Joe Road Fifty Two     | plat Book 246 | Page 95      |
| Joe Road Fifty Three   | plat Book 246 | Page 96      |
| Joe Road Fifty Four    | plat Book 246 | Page 97      |
| Joe Road Fifty Five    | plat Book 246 | Page 98      |
| Joe Road Fifty Six     | plat Book 246 | Page 99      |
| Joe Road Fifty Seven   | plat Book 246 | Page 100     |
| Joe Road Fifty Eight   | plat Book 246 | Page 101     |
| Joe Road Fifty Nine    | plat Book 246 | Page 102     |
| Joe Road Sixty         | plat Book 246 | Page 103     |
| Joe Road Sixty One     | plat Book 246 | Page 104     |
| Joe Road Sixty Two     | plat Book 246 | Page 105     |
| Joe Road Sixty Three   | plat Book 246 | Page 106     |
| Joe Road Sixty Four    | plat Book 246 | Page 107     |
| Joe Road Sixty Five    | plat Book 246 | Page 108     |
| Joe Road Sixty Six     | plat Book 246 | Page 109     |
| Joe Road Sixty Seven   | plat Book 246 | Page 110     |
| Joe Road Sixty Eight   | plat Book 246 | Page 111     |
| Joe Road Sixty Nine    | plat Book 246 | Page 112     |
| Joe Road Seventy       | plat Book 246 | Page 113     |
| Joe Road Seventy One   | plat Book 246 | Page 114     |
| Joe Road Seventy Two   | plat Book 246 | Page 115     |
| Joe Road Seventy Three | plat Book 246 | Page 116     |
| Joe Road Seventy Four  | plat Book 246 | Page 117     |
| Joe Road Seventy Five  | plat Book 246 | Page 118     |
| Joe Road Seventy Six   | plat Book 246 | Page 119     |
| Joe Road Seventy Seven | plat Book 246 | Page 120     |
| Joe Road Seventy Eight | plat Book 246 | Page 121     |
| Joe Road Seventy Nine  | plat Book 246 | Page 122     |
| Joe Road Eighty        | plat Book 246 | Page 123     |
| Joe Road Eighty One    | plat Book 246 | Page 124     |
| Joe Road Eighty Two    | plat Book 246 | Page 125     |
| Joe Road Eighty Three  | plat Book 246 | Page 126     |
| Joe Road Eighty Four   | plat Book 246 | Page 127     |
| Joe Road Eighty Five   | plat Book 246 | Page 128     |
| Joe Road Eighty Six    | plat Book 246 | Page 129     |
| Joe Road Eighty Seven  | plat Book 246 | Page 130     |
| Joe Road Eighty Eight  | plat Book 246 | Page 131     |
| Joe Road Eighty Nine   | plat Book 246 | Page 132     |
| Joe Road Ninety        | plat Book 246 | Page 133     |
| Joe Road Ninety One    | plat Book 246 | Page 134     |
| Joe Road Ninety Two    | plat Book 246 | Page 135     |
| Joe Road Ninety Three  | plat Book 246 | Page 136     |
| Joe Road Ninety Four   | plat Book 246 | Page 137     |
| Joe Road Ninety Five   | plat Book 246 | Page 138     |
| Joe Road Ninety Six    | plat Book 246 | Page 139     |
| Joe Road Ninety Seven  | plat Book 246 | Page 140     |
| Joe Road Ninety Eight  | plat Book 246 | Page 141     |
| Joe Road Ninety Nine   | plat Book 246 | Page 142     |
| Joe Road One Hundred   | plat Book 246 | Page 143     |



3 03° 15' E 1588.12'

This drawing was prepared from drawings and recorded plats and descriptions.  
David J. Starry  
 David J. Starry, L.S. 330  
 June 21, 1988

**EXHIBIT " B "**  
 TO SPRING CREEK CONDOMINIUM  
 RESTATEMENT OF DECLARATION  
 Page 1 of 3  
 BOOK 8559 PAGE 2238A

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 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 466.35 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 of 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 46 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 1482.29 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 27.73 feet to the point of beginning containing 39.6575 acres more or less.



# Spring Creek Condominiums

|   |                            |                 |
|---|----------------------------|-----------------|
| Candlewyck Estates-Phase One- Road Dedication | Plat Book 156              | Page 50 & 51    |
| Candlewyck Estates-Display House Plat         | Plat Book 203              | Page 22         |
| Candlewyck Estates- Phase One                 | Plat Book 161              | Page 62 thru 65 |
| Spring Creek Condominium-Phase Two            | Plat Book 214              | Page 96 & 97    |
| Spring Creek Condominium-Phase Three          | Plat Book 214              | Page 98 & 99    |
| Spring Creek Condominium-Phase Four           | Plat Book 216              | Page 98         |
| Spring Creek Condominium-Phase Five           | Plat Book 217              | Page 44         |
| Spring Creek Condominium-Phase Six            | Plat Book 218              | Page 30         |
| Spring Creek Condominium-Phase Seven          | Plat Book 218              | Page 96         |
| Spring Creek Condominium-Phase Eight          | Plat Book 219              | Page 58         |
| Spring Creek Condominium-Phase Nine           | Plat Book 219              | Page 89         |
| Spring Creek Condominium-Phase Ten            | Plat Book 220              | Page 41         |
| Spring Creek Condominium-Phase Eleven         | Plat Book 220              | Page 82         |
| Spring Creek Condominium-Phase Twelve         | Plat Book 222              | Page 31 & 32    |
| Spring Creek Condominium-Phase Thirteen       | Plat Book 222              | Page 83         |
| Spring Creek Condominium-Phase Fourteen       | Plat Book 223              | Page 22         |
| Spring Creek Condominium-Phase Fifteen        | Plat Book 224              | Page 20         |
| Spring Creek Condominium-Phase Sixteen        | Plat Book 224              | Page 51         |
| Spring Creek Condominium-Phase Seventeen      | Plat Book 224              | Page 95         |
| Spring Creek Condominium-Phase Eighteen       | Plat Book 225              | Page 22         |
| Spring Creek Condominium-Phase Nineteen       | Plat Book 225              | Page 62         |
| Spring Creek Recreational area                | General Warranty Deed 7425 | Page 2392       |
| St. Angela Merici Church                      | General Warranty Deed 7518 | Page 520        |



DANIEL T. O'LEARY  
RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105



# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF  
INSTRUMENT, AND ALSO  
AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI SS  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

89 JUL 10 AM 11:43

RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

*Daniel T. O'Leary*  
Recorder of Deeds  
St. Louis County, Missouri

By *Frank J. Kresley*  
Deputy Recorder



\_\_\_ N. P.  
\_\_\_ N. P. C.  
\_\_\_ N. N. C.  
\_\_\_ N. N. I.

BOOK 8559 PAGE 2241

END OF DOCUMENT  
Do Not Remove This Page

POSTAGE \$

RECORDING  
FEES

DOCUMENT \$ 134.00

STATE USER \$

RECORDED  
ST. LOUIS  
FILED

000406 JUL 10 89

Notation

TOTAL \$ 134.00

P

Destination  
Code