

## Spring Creek Home Owners Association

Section 29: Roofs. All roofs shall have an exterior surface of cedar shakes, concrete tile, or other similar material and shall be approved by the Architectural Committee, in its discretion.

Notwithstanding this requirement, roofs with an exterior copper surface may be approved by the Architectural Committee, in its discretion.

Notwithstanding this requirement, the Architectural Committee may approve, in its discretion, shingle roofs with all of the following product specifications:

- i. not less than a 400 lbs. per square shingle specification
- ii. a shingle design that is consistent with a distinctive cedar shake look
- iii. has the distinctive cedar shake color look
- iv. the exiting cedar shake roof must be removed before the approved shingle roof is installed.

No three tab shingles are allowed. The Architectural Committee will ensure that any roof meets the visual appeal of the Spring Creek Subdivision.

Any Spring Creek Owner desiring to replace their roof with a shingle roof, must receive prior written approval from the Architectural Committee before replacing the roof. The Owner must submit to the Architectural Committee the following information:

- i. The manufacturer of the shingle
- ii. The brand of the shingle
- iii. A sample of the shingle
- iv. The color of the shingle to be used
- v. The manufacturer's product specifications sheet.

The Architectural Committee will notify the Owner in writing if the submitted shingle meets the requirements of this Declaration.

### Spring Creek Architectural Committee

Attn: Lezah Stenger  
5051 S. National Avenue  
Springfield, MO 65810

Phone 889-4300

On this date February 2, 2004, the following roofs meet the above specifications.

**However they still require submission to the Architectural Committee in advance for approval.**

CertainTeed Presidential TL  
GAF Grand Canyon  
Owens Corning Woodmoor

*Handwritten signatures:*  
Dale's Roofing  
A-1 Roofing  
DJ Roofing Supply



19869 580

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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF  
SPRING CREEK

MAR 18 9 12 AM '85

This Declaration of Restrictions, Covenants and Conditions for SPRING CREEK made, on the date hereinafter set forth, by Spring Creek Investors, Inc. (formerly Lakewood South, Inc.), a Missouri Corporation,

W I T N E S S E T H:

WHEREAS, on the 13th day of March, 1985, Developer was the owner of record of the following described real property, hereinafter called "SPRING CREEK" or the "Property":

See Attached Description

WHEREAS, the above-described real property was approved by the City of Springfield as the preliminary plat of Lakewood South on July 9, 1984; and

WHEREAS, Developer desires to provide for the development of SPRING CREEK with open areas, recreational facilities, detached single-family homes, and patio courts as a coordinated community unit, to provide for the maintenance, improvement and administration of the community and the preservation of the values and amenities of SPRING CREEK, and

WHEREAS, the subdivision approved as Lakewood South has changed its name to SPRING CREEK, and is in the process of being developed; and

WHEREAS, the final plat of SPRING CREEK Phase I has been approved by the City of Springfield and will be recorded in the near future; and

WHEREAS, SPRING CREEK will be final platted in future phases; and

WHEREAS, on the 22nd day of October, 1984, SPRING CREEK Property Owners Association, Inc. was duly incorporated under the laws of the State of Missouri as a not-for-profit corporation, for the general purposes of managing the SPRING CREEK Community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments as provided for in this "Declaration of Restrictions, Covenants and Conditions of SPRING CREEK,

NOW THEREFORE, Developer does hereby declare that SPRING CREEK Subdivision shall be subject to the restrictions, covenants

David Bush - US  
Attorney's Office

and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in SPRING CREEK.

ARTICLE I  
DEFINITIONS

Section 1: As used in this Declaration of Restrictions, Covenants and Conditions:

(a) "Association" shall mean and refer to SPRING CREEK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

(b) "Common Area" shall mean all real property owned by the Association or designated as Community Area, open or drainage area on a SPRING CREEK final plat and intended for the common use and enjoyment of the Owners.

(c) "Developer" shall mean SPRING CREEK INVESTORS, INC., and any entity designated by SPRING CREEK INVESTORS, INC., as a Developer or successor.

(d) "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, together with any and all Supplementary Declarations which may be recorded by Developer, as said Supplementary Declarations may be amended from time to time relating to all or part of SPRING CREEK.

(e) "Property" or "Properties" shall mean and refer to the 133.41 acres set forth above, and referred to as SPRING CREEK herein.

(f) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

(g) "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in SPRING CREEK for the purpose of resale thereof to a Public Purchaser; or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

(h) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.

(i) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within SPRING CREEK or

any additions thereto, with the exception of the Common Area.

(j) "Public Purchaser" shall mean the first person or other legal entity, other than the Developer or a Builder, who becomes an Owner of any Lot within SPRING CREEK.

(k) "Subdivision Plat" shall mean a recorded plat covering any or all of the property referred to in this Declaration.

(l) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

(m) "Board" shall mean the Board of Directors of the Association.

(n) "Corner Lot" shall mean any lot which abuts, other than at its rear line, upon more than one street.

(o) "Patio Court" shall mean a one-family dwelling attached to one other one-family dwelling by a common verticle wall, with each dwelling on a separate lot.

(p) "SPRING CREEK" shall mean the 133.41 acres set forth above.

(q) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, any Supplementary Declarations, Articles of Incorporation or By-Laws.

## ARTICLE II PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner, shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guests of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;

(b) The right of the Association to suspend any Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot

remains unpaid; and for a period not to exceed ninety (90) days for any infraction of this Declaration, any Supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes.

(d) The right of the Association to promulgate and enforce the rules and regulations in connection with the properties described herein or any additions thereto.

Section 2: Assignment of Use. Any Owner may assign in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or his guests or invitees.

### ARTICLE III PROPERTY SUBJECT TO THE SPRING CREEK RESTRICTIONS

Section 1: General Declaration Creating SPRING CREEK. Developer will develop SPRING CREEK in phases, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developers' sale and conveyance of Lots to Builders and to Public Purchasers is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within SPRING CREEK, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of real property within SPRING CREEK for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, all Builders and all Owners and their successors in interest.

### ARTICLE IV THE SPRING CREEK PROPERTY OWNERS ASSOCIATION

#### Section 1: Organization.

(a) The Association. The Association is a nonprofit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set

forth in its Articles of Incorporation, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No Member of the Board of Directors or any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining the common areas and shall be responsible for the payment of any taxes and insurance on the common areas. The Association will not be dissolved without the consent of the City of Springfield.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner, either of a fee or undivided interest, of a Lot, which is the subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be

separated from ownership of any Lot which is subject to assessment by the Association.

Section 2: Members shall have ~~no~~ rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

## ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned within SPRING CREEK hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property on the effective date of the assessment. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above-mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in SPRING CREEK. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and By-Laws of the Association.

### Section 3: Annual Assessment.

(a) The maximum annual assessment shall be Two Hundred Forty



and No/100 (\$240.00) Dollars per member. The Developer shall not be considered a member for purposes of assessment, and shall pay no assessments. Builders shall pay to the Association fifty (50%) percent of the annual assessment. Members shall pay the full amount of the assessment.

(b) The maximum annual assessment may be increased each year, without a vote of the Members, not more than ten (10%) percent above the maximum assessment established for the previous year except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the common area, an additional annual assessment will be made solely for the purpose of paying for the maintenance, taxes and insurance on the common area.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year and to such succeeding years as may be deemed reasonably necessary, for the purpose of making a capital improvement upon the Common Area or for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. The maximum special assessment shall be Five Hundred and No/100 (\$500.00) Dollars per year, per member. Any special assessment shall require an affirmative vote of the majority of the members.

Section 5: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on the date of the first conveyance of said Lot by the Developer to a Builder or Owner. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner and Builder subject thereto at least thirty (30) days in advance of each annual assessment period. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, Builder and Member agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or

any other relief or remedy obtained against said Owner, Builder, or Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen (18%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Builder, Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Builder, Owner, or Member.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within SPRING CREEK to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
- (d) That the claim of lien is made by the Association

pursuant to the SPRING CREEK Restrictions; and

- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 7. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner in SPRING CREEK, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 7: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, lot drainage works, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken, unless complete plans, specifications and plot plans therefor showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans.

specifications and plot plans as finally approved, shall be kept by the Architectural Committee.

Section 2: Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Committee fails to take any action within thirty (30) days after a request has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans and specifications shall be retained by the Committee for at least one (1) year and other records and minutes of Committee actions shall be kept for at least four (4) years.

(c) A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of Committee.

(a) The Architectural Committee shall consist of three (3) Members appointed by the Board of Directors of the Association. Members of the Committee are not required to be Owners.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner or Builder by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE VIII  
USE AND BUILDING RESTRICTIONS APPLICABLE TO  
SINGLE-FAMILY RESIDENTIAL AND PATIO COURT LOTS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all Owners, Builders and the Developer.

Section 2: Single-Family Residential Use. Except as provided in Section 6 for Developers' or Builders' offices, and except the Common Areas, all Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by

the Owner thereof, subject to all of the provisions of the Declaration. No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling or patio court, together with:

(a) A detached private garage; or

(b) A detached utility building of not more than 100 square feet.

*Article VIII*  
Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within SPRING CREEK, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the properties as the Board may prescribe by its Rules and Regulations.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition.

Section 5: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a patio court or single family structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee.

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within SPRING CREEK. Temporary buildings or structures used during the construction of a dwelling on any such

property shall be removed immediately after the completion of construction. PROVIDED, HOWEVER, that the Developer or Builder shall have the continuing right to maintain a field sales office and administrative offices in mobile trailers or other approved structures for so long as the Association shall deem it necessary on any Lot or the Common Area of SPRING CREEK, and no Owner shall have standing to object to the maintenance or location of such office. Any such temporary office shall be approved in writing by the Association, in its sole discretion.

Section 7: Trailers and Motor Vehicles. No mobile or motor home, trailer of any kind, (except those owned by Developer and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within SPRING CREEK, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developers' or Builders' sales office, and administrative offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

Section 8: Motor Vehicles--Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the properties.

Section 9: Maintenance of Lawns and Plantings.

(a) By Owner. Each Owner of a Lot within SPRING CREEK shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article VI, Section 6, above.

(b) By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on the Common

Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for so doing.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within SPRING CREEK, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure or fence upon any Lot within SPRING CREEK shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

*ARTICLE III*  
Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within SPRING CREEK except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within SPRING CREEK unless they are erected, placed or maintained exclusively within an area not visible from Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within SPRING CREEK shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within SPRING CREEK except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on

such lot, and except that which Developer or the Association may reacquire for the operation and maintenance of the Common Area.

Section 16: Restriction on Further Subdivision. No Lot within SPRING CREEK shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing or separating into smaller Lots or parcels any property owned by Developer. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

Section 17: Signs. No sign of any kind shall be displayed to the public view of any Lot except:

- (a) One sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) Signs used by a builder to advertise the property during the construction and sales period;
- (c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- (d) One Sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) Signs of such shape, size and location as the Architectural Committee may approve displaying the name of any multi-family residence or structure.

Section 18: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 19: Building Location.

- (a) No building shall be located nearer to any lot line than



the minimum set back line shown on the recorded plat of SPRING CREEK.

(b) The building location must be approved by the Architectural Committee.

Section 20: Fences.

(a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications.

(b) Chain link fences are not permitted, except for the tennis courts in the Common Area.

(c) Privacy fences may not exceed forty-eight (48) inches in height and may not be used on any boundary line between any Lot and any Common Area.

(d) No fences in SPRING CREEK shall extend nearer to the front wall of house than fifty (50) percent of the distance between the rear wall of the house on each side to the front wall of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

(f) On Lots, the back of which abuts a Common Area, no fence shall extend closer to the boundary line between the Lot and Common Area than fifty (50%) percent of the distance between the back wall of the house and said boundary line.

(g) On Lots, the side or sides of which abut a Common Area, no fence shall extend more than five (5) feet from the side wall of the house.

Section 21: Party Walls. The rights and duties of the Owners of units within this development with respect to party walls shall be governed by the following:

(a) Each wall, including patio walls, which is constructed as part of the original construction of any structure, any part of which is placed on the dividing line between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one (1) adjoining Owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same and to put such damaged party wall into the condition it was formerly, without cost to the adjoining Owner.

(c) In the event any such party wall is damaged or destroyed due to ordinary wear-and-tear and deterioration from lapse of time, or by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family, then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same and put the party wall in such condition as it was formerly at their joint and equal expense.

(d) Notwithstanding any other provision of this section, any Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 22: Easements. Easements are reserved as shown upon the recorded plat of SPRING CREEK.

Section 23: Soil Removal. Soil may not be removed from the subdivision without consent of the Developer.

Section 24: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 25: Improvements. Upon the conveyance by the Developer of any lots in SPRING CREEK, or additions thereto, purchasers shall within one (1) year from the date thereof commence construction of improvements and completion of said improvements shall be within one (1) year after commencement thereof; and for failure of purchaser or purchasers to comply with said requirements, or any of them, the Developer shall have the option to repurchase said Lot or Lots for a sum equal to the original purchase price at the time of sale by said Developer.

Section 26: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

For amendment SECTION 26

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or ~~eliminated~~ if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. Each Owner shall construct a mailbox which shall be completed prior to occupying the residence. The mailbox shall be of the design, materials and specifications approved by the Architectural Committee.

Section 29: Roofs. All roofs shall have an exterior surface of cedar shakes, concrete tile, or other similar material and shall be approved by the Architectural Committee, in its discretion.

Section 30: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Garages. Only one, one-family dwelling of a Patio Court shall have its garage facing the front street.

Section 32: Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builder's use or their family's use, unless they live in SPRING CREEK.

Section 33: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or

terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VI for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

## ARTICLE IX CARE OF COMMON AREA

Section 1: Maintenance by Association. The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

(c) Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

(d) Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof.

(e) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

(f) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area wilfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in

this Declaration for collection and enforcement of assessments.

ARTICLE X  
GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within five (5) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above-mentioned five-year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors.

(d) No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

(e) No amendment shall be made to dissolve the Association without the consent of the City of Springfield.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within SPRING CREEK. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within SPRING CREEK is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by these Restrictions as cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addresses as follows:

(a) If to the Association or the Architectural Committee, to the registered agent at his registered office; currently Ronald K. Stenger, 2003 East Sunshine, Springfield, Missouri 65804.

(b) If to an Owner or Builder, to the address of any Lot within SPRING CREEK, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to Developer, to its registered agent at its registered office; currently Ronald K. Stenger, 2003 East Sunshine, Springfield, Missouri 65804.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

## ARTICLE XI

Section 1: Subdivision Changes. The Developer feels that it is important for SPRING CREEK to change to meet the public demand for housing.

The Developer expects that to insure the success of SPRING CREEK, it will be necessary and desirable to modify the plat.

All Owners are hereby notified that changes will be made in the preliminary plat approved by the City of Springfield on July 9, 1984.

The anticipated changes including the following:

- (a) Addition of community or recreation area.
- (b) Change in design of SPRING CREEK.
- (c) Change in the mix of single-family to Patio Court lots.
- (d) Addition of attached dwellings.

In witness whereof, the undersigned SPRING CREEK INVESTORS, INC., have caused this instrument to be executed on this 13th day of March, 1985.

SPRING CREEK INVESTORS, INC.

By \_\_\_\_\_, President

Attest:

Connie A. Carney  
Secretary

STATE OF MISSOURI )  
COUNTY OF GREENE ) ss.

On this 13th day of March, 1985, before me personally appeared Ronald S. Stenger, to me personally known who being duly sworn did say that he is the President of Spring Creek Investors, Inc., that the corporation does not have a seal, and that the said instrument was signed on behalf of the said corporation by authority of the Board of Directors and the said Ronald S. Stenger acknowledged said instrument to be his free act and deed of said corporation.

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

Connie A. Covey  
Notary Public

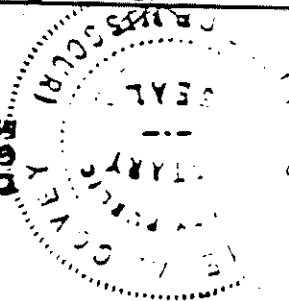
My commission expires:

10/8/85

CONNIE A. COVEY  
Greene County  
My Commission Expires Oct. 8, 1985

Notary Public  
Greene Co.  
Missouri  
Oct. 8, 1985

CONNIE A. COVEY





## Description

A parcel of land located in the south one-half of Section 17, Township-28-North, Range-21-West, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 17, Township-28-North, Range-21-West; thence North  $2^{\circ}-10'-50''$  East and along the west line of the said Southwest Quarter of Section 17, and also along the east line of Williamsburg Hills, a subdivision in Springfield, Greene County, Missouri, 1234.12 feet to a point on the east right-of-way line of Charleston Avenue, as it now exists; thence North  $31^{\circ}-08'-19''$  East for the tangent of a curve to the left, having a central angle of  $28^{\circ}-41'-17''$  and a radius of 200.00 feet; thence along said curve and along said east right-of-way line 100.14 feet; thence North  $2^{\circ}-10'-50''$  East, and continuing along the east right-of-way line of said Charleston Avenue, 974.53 feet to a point on the boundary line of Lakewood Village Unit 2, a subdivision in Springfield, Greene County, Missouri; thence South  $86^{\circ}-31'-54''$  East and along the said boundary line, 909.77 feet; thence South  $3^{\circ}-28'-06''$  West and continuing along the said boundary line, 310.00 feet; thence South  $36^{\circ}-31'-54''$  East and continuing along the said boundary line 80.00 feet; thence South  $85^{\circ}-31'-54''$  East and continuing along the said boundary line, 220.00 feet; thence South  $23^{\circ}-28'-06''$  West and continuing along the said boundary line 225.00 feet; thence South  $30^{\circ}-31'-54''$  East and continuing along the said boundary line 220.00 feet; thence South  $47^{\circ}-28'-06''$  West and continuing along the said boundary line, 120.00 feet; thence South  $15^{\circ}-31'-54''$  East and continuing along the said boundary line, 125.00 feet; thence South  $78^{\circ}-31'-54''$  East and continuing along the said boundary line 150.00 feet; thence South  $37^{\circ}-31'-54''$  East and continuing along the said boundary line 157.04 feet to a point on the north right-of-way line of Lakewood Street as it now exists; thence South  $54^{\circ}-56'-40''$  West for the tangent of a curve to the right having a central angle of  $2^{\circ}-02'-30''$  and a radius of 1402.29 feet; thence along the said curve, and along the said north right-of-way line of Lakewood Street, 49.94 feet; thence South  $29^{\circ}-00'-54''$  East and continuing along the said boundary line, 60.00 feet to a point on the south right-of-way line of Lakewood Street; thence North  $60^{\circ}-59'-06''$  East for the tangent of a curve to the left having

a central angle of  $5^{\circ}-52'-30''$  and a radius of 1462.29 feet; thence along the said curve, and continuing along the said south right-of-way line and continuing along the said boundary line 149.95 feet; thence South  $41^{\circ}-31'-54''$  East and continuing along the said boundary line 275.54 feet; thence North  $66^{\circ}-28'-06''$  East and continuing along the said boundary line, 104.62 feet; thence South  $45^{\circ}-31'-54''$  East and continuing along the said boundary line, 303.64 feet; thence South  $66^{\circ}-31'-54''$  East and continuing along the said boundary line, 289.06 feet; thence North  $67^{\circ}-28'-06''$  East and continuing along the said boundary line 464.75 feet; thence North  $6^{\circ}-28'-06''$  East and continuing along the said boundary line 115.00 feet; thence North  $21^{\circ}-31'-54''$  West and continuing along the said boundary line, 350.00 feet; thence North  $53^{\circ}-31'-54''$  West and continuing along the said boundary line, 155.00 feet; thence South  $72^{\circ}-28'-06''$  West and continuing along the said boundary line 160.00 feet, said point also being on the east right-of-way line of Adolphus Avenue as it now exists; thence North  $26^{\circ}-31'-54''$  West and continuing along the said boundary line, 220.00 feet; thence North  $66^{\circ}-31'-54''$  West and continuing along the said boundary line 275.00 feet; thence North  $11^{\circ}-28'-06''$  East and continuing along the said boundary line, 420.00 feet; thence North  $16^{\circ}-31'-54''$  West and continuing along the said boundary line 100.00 feet; thence South  $79^{\circ}-02'-54''$  East, 608.92 feet to the centerline of Thompson Branch, as it now exists; thence South  $3^{\circ}-48'-19''$  East and along the said centerline, 74.39 feet; thence South  $16^{\circ}-54'-42''$  East and continuing along the said centerline, 100.91 feet; thence South  $31^{\circ}-45'-42''$  East and continuing along the said centerline, 108.27 feet; thence South  $2^{\circ}-44'-29''$  East and continuing along the said centerline, 98.62 feet; thence South  $12^{\circ}-18'-47''$  East and continuing along the said centerline, 97.47 feet; thence South  $28^{\circ}-18'-42''$  East and continuing along the said centerline, 100.98 feet; thence South  $43^{\circ}-07'-27''$  East and continuing along the said centerline, 100.72 feet; thence South  $47^{\circ}-18'-56''$  East and continuing along the said centerline, 101.88 feet; thence South  $26^{\circ}-04'-39''$  East and continuing along the said centerline, 101.61 feet; thence South  $39^{\circ}-42'-54''$  East and continuing along the said centerline, 100.18 feet; thence South  $64^{\circ}-40'-28''$  East and continuing along the said centerline 42.06 feet; thence South  $26^{\circ}-22'-38''$  East and continuing along the said centerline, 63.95 feet; thence South  $37^{\circ}-02'-58''$  East and continuing along

the said centerline, 93.21 feet; thence South  $38^{\circ}-52'-24"$  East and continuing along the said centerline, 35.47 feet; thence South  $41^{\circ}-25'-42"$  East and continuing along the said centerline, 70.84 feet; thence South  $60^{\circ}-39'-40"$  East and continuing along the said centerline, 100.00 feet; thence South  $62^{\circ}-41'-01"$  East and continuing along the said centerline, 46.16 feet; thence South  $47^{\circ}-41'-09"$  East and continuing along the said centerline, 50.50 feet; thence South  $42^{\circ}-30'-24"$  East and continuing along the said centerline, 64.38 feet; thence South  $25^{\circ}-12'-28"$  East and continuing along the said centerline, 40.64 feet; thence South  $27^{\circ}-46'-21"$  East and continuing along the said centerline, 107.19 feet; thence South  $40^{\circ}-22'-21"$  East and continuing along the said centerline, 106.96 feet; thence South  $63^{\circ}-08'-54"$  East and continuing along the said centerline, 83.01 feet; thence South  $69^{\circ}-29'-49"$  East and continuing along the said centerline, 106.48 feet; thence South  $47^{\circ}-55'-48"$  East and continuing along the said centerline, 50.09 feet; thence South  $23^{\circ}-41'-23"$  East and continuing along the said centerline, 37.59 feet to a point on the East line of the Southwest Quarter of the Southeast Quarter of the said Section 17; thence South  $42^{\circ}-25'-33"$  West and along the said East line, 590.03 feet to the Southeast corner of the said Southwest Quarter of the Southeast Quarter; thence North  $86^{\circ}-43'-48"$  West and along the South line of the said Southwest Quarter of the Southeast Quarter of Section 17, 1325.12 feet to the Southeast corner of the Southwest Quarter of said Section 17; thence North  $66^{\circ}-40'-32"$  West and along the South line of the said Southwest Quarter of Section 17, 2652.46 feet to the Point of Beginning. All being in Springfield, Greene County, Missouri, and containing 133.41 Acres more or less.

3 of 3

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GREENE COUNTY  
MISSOURI  
DEED RECORD

AMENDMENT OF DECLARATION OF RESTRICTIONS, COVENANTS  
AND CONDITIONS OF SPRING CREEK

WHEREAS, Spring Creek Investors, Inc., executed the Declaration of Restrictions, Covenants and Conditions of Spring Creek (herein called the "Restrictions") on the 13th day of March, 1985, and

WHEREAS, said "Restrictions" apply to "Spring Creek" as set forth on the attached legal description, and

WHEREAS, Article X Section 3 (b) provides that said "Restrictions" may be amended in whole or in part by the developer (Spring Creek Investors, Inc.,) in whole or in part at any time within 5 years from the date of recordation (March 18, 1985) of same by an instrument in writing executed by developer, and

WHEREAS, the developer feels that it is in the best interest of the owners and developer to amend said "Restrictions",

NOW THEREFORE, effective immediately upon recording this instrument in the Deed of Records of Greene County, Missouri, the "Restrictions" are amended and modified as follows:

1. Article I - DEFINITIONS, Section 1 (i) shall be deleted and the following shall be substituted therefore:

"Article I - DEFINITIONS, Section 1 (i) "Lot" shall mean any parcel of real property designated as a Lot on any recorded subdivision plat within Spring Creek or any additions thereto, with the exception of the common area, and with the exception of lots 1, 2, 3, 4, and 5, Spring Creek Phase I Amended Final Plat."

2. The following sentence shall be added to Article VIII, Section 29:

"Notwithstanding this requirement, Roofs with an exterior copper surface may be approved by the Architectural Control committee, in its discretion."

3. Article VIII, Section 20: Fences shall be amended by adding the following subsection (h):

"(h) On Lots where the Architectural Control Committee has approved

that exceeds 48 inches in height, the height required by the City Ordinance shall govern, and the height restriction in Article VIII, Section 20 (c) shall not apply. Notwithstanding the change in height caused by the city ordinance, the fence shall be subject to all other requirements and approvals herein."

IN WITNESS WHEREOF, the undersigned Spring Creek Investors, Inc., has caused this instrument to be executed on the 20th day of February, 1986.

SPRING CREEK INVESTORS, INC.

BY:

Ronald K. Stenger  
Ronald K. Stenger, President

ATTEST:

Connie A. Covey  
Connie A. Covey, Secretary

STATE OF MISSOURI     )  
                                  )ss.  
COUNTY OF GREENE     )

On this 20th day of February, 1986, before me personally appeared Ronald K. Stenger to me personally known, who being duly sworn, did say that he is President of Spring Creek Investors, Inc. and that said instrument was signed in behalf of said corporation by authority of its board of directors and said Ronald K. Stenger acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

My term expires: 10/8/89

Connie A. Covey  
Notary Public

CONNIE A. COVEY     Notary Public  
Greene County     State of Missouri  
My Commission Expires Oct. 8, 1989

The attached legal description as called for above is the same legal description as used in the original Declaration of Restrictions, Covenants and Conditions of Spring Creek.

1988 474

AMENDMENT TO DECLARATION  
RESTRICTIONS, COVENANTS AND COND  
SPRING CREEK

THIS AMENDMENT, to the Declaration of Res-  
nants and Conditions for Spring Creek is adopt  
July, 1986 by Spring Creek Investors, Inc., and Spring Creek  
Development, Inc., the developers.

W I T N E S S E T H:

WHEREAS, developers adopted the Declaration of Restrictions,  
Covenants and Conditions of Spring Creek on March 13, 1985, and  
they were recorded in Book 1869 at Page 580 in the Office of the  
Recorder of Deeds for Greene County, Missouri, on March 18, 1985,  
and

WHEREAS, Article X, Section 3 thereof permits the developers  
to amend the Declaration of Restrictions, Covenants and Condi-  
tions for a period of five (5) years from the date of recordation  
thereof,

WHEREAS, the developers wish to amend portions of Article  
VIII, entitled "Use and Building Restrictions Applicable to  
Single-family Residential and Patio Court Lots" to clarify the  
use, maintenance and storage of machinery, equipment, trailers  
and motor vehicles in the subdivision.

NOW, THEREFORE, developers do hereby amend Article VIII, USE  
AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY RESIDENTIAL  
AND PATIO COURT LOTS, as follows:

1. Section 7: Trailers and Motor Vehicles is hereby  
amended in its entirety to read as follows:

JUL 23 1986

"No mobile or motor home, trailer of any kind, (except those owned by developers and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within SPRING CREEK, between the hours of 12 midnight and 5:00 A.M., in such a manner as will be visible from neighboring property; nor shall any motor vehicle of any kind be constructed, reconstructed or repaired on public or private property within SPRING CREEK, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, developers or builder sale's office, and administrative offices, or temporary construction shelters or storage facilities approved by the architectural control committee and used exclusively in connection with the construction of any improvement."

2. Section 15: Machinery and Equipment, is amended in its entirety to read as follows:

"No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any lot within SPRING CREEK except that:

1. An owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or the improvements thereon.

2. A builder or contractor constructing improvements for an owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the architectural control committee and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street (public or private) within SPRING CREEK between the hours of 12:00 midnight and 5 A.M., unless permission to the contrary is temporarily granted by the Architectural Control Committee, and

3. The developers or the association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the common area.

3. Section 33: Remedies shall be amended in its entirety to read as follows:

"In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof), builder or contractor shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner and builder or contractor a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Note.

If after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, builder or contractor, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VI for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence."

IN WITNESS WHEREOF, the undersigned SPRING CREEK INVESTORS, INC. and Spring Creek Development, Inc., the developers, have caused this Amendment of Declaration of Restrictions, Covenants and Conditions of Spring Creek, to be executed this 11th day of July, 1986.

SPRING CREEK INVESTORS, INC.

By \_\_\_\_\_  
President



1928 477

Attest:

Connie A. Casey  
Secretary

(NO SEAL)

SPRING CREEK DEVELOPMENT, INC.

By \_\_\_\_\_  
President

Attest:

Connie A. Casey  
Secretary  
STATE OF MISSOURI )  
COUNTY OF GREENE ) ss.

On this 10th day of July, 1986, before me appeared Ronald K. Stenger, to me personally known, who, being by me duly sworn did say that he is the President of Spring Creek Investors, Inc., Springfield, Missouri, and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Sherry L. Malotte  
Notary Public

My commission expires:

SHERRY L. MALOTTE Notary Public  
Greene County State of Missouri  
My Commission Expires Feb 4 1990

2-4-90  
STATE OF MISSOURI )  
COUNTY OF GREENE ) ss.

On this 10th day of July, 1986, before me appeared Ronald K. Stenger, to me personally known, who, being by me duly sworn did say that he is the President of Spring Creek Development, Inc., Springfield, Missouri, and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors

1928 478

and said President acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

Sherry L. Malotte  
Notary Public

SHERRY L. MALOTTE Notary Public  
Greene County State of Missouri  
My Commission Expires Feb 4 1930

July 30 1928 25  
1923 474  
25

(a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications.

(b) Chain link fences are not permitted, except for the tennis courts in the Common Area.

(c) Privacy fences may not exceed forty-eight (48) inches in height.

(d) No fences in SPRING CREEK shall extend nearer to the front wall of house than fifty (50) percent of the distance between the rear wall of the house on each side to the front wall of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

IN WITNESS WHEREOF, the undersigned, SPRING CREEK INVESTORS, INC. and Spring Creek Development, Inc., the developers, have caused this Amendment of Declaration of Restrictions, Covenants and Conditions of Spring Creek, to be executed this 19th day of August, 1986.

SPRING CREEK INVESTORS, INC.

BY:

Donald K. Stenger  
President

ATTEST:

Connie A. Coney  
Secretary

SPRING CREEK DEVELOPMENT, INC.

BY:

Donald K. Stenger

ATTEST:

Connie A. Coney  
Secretary

AMENDMENT TO DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS OF  
SPRING CREEK

THIS AMENDMENT, to the Declaration of Restrictions, Covenants and Conditions for Spring Creek is adopted this 19th day of August, 1986 by Spring Creek Investors, Inc., and Spring Creek Development, Inc., the developers.

WITNESSETH:

WHEREAS, the developers adopted the Declaration of Restrictions, Covenants and Conditions of Spring Creek on March 13, 1985, and they were recorded in Book 1869 at Page 580 in the Office of the Recorder of Deeds for Greene County, Missouri, on March 18, 1985, and

WHEREAS, Article X, Section 3 thereof permits the developers to amend the Declaration of Restrictions, Covenants and Conditions for a period of five (5) years from the date of recordation thereof,

WHEREAS, the developers wish to amend portions of Article VIII, entitled "Use and Building Restrictions Applicable to Single-family Residential and Patio Court Lots" to clarify the use, maintenance and storage of machinery, equipment, trailers and motor vehicles in the subdivision.

NOW, THEREFORE, developers do hereby amend Article VIII, USE AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY RESIDENTIAL AND PATIO COURT LOTS, as follows:

1. Section 20: Fences, is amended in its entirety to read as follows:

AMENDMENT TO DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS OF  
SPRING CREEK

THIS AMENDMENT, to the Declaration of Restrictions, Covenants and Conditions for Spring Creek is adopted this 3rd day of March, 1987 by Spring Creek Investors, Inc., and Spring Creek Development, Inc., the developers.

WITNESSETH:

WHEREAS, the developers adopted the Declaration of Restrictions, Covenants and Conditions of Spring Creek on March 13, 1985, and they were recorded in Book 1869 at Page 580 in the Office of the Recorder of Deeds for Greene County, Missouri, on March 18, 1985, and

WHEREAS, Article X, Section 3 thereof permits the developers to amend the Declaration of Restrictions, Covenants and Conditions for a period of five (5) years from the date of recordation thereof, and

WHEREAS, the developers wish to amend portions of Article VI, entitled "Covenant for Assessments".

NOW, THEREFORE, developers do hereby amend Article VI, COVENANT FOR ASSESSMENTS, as follows:

1. Section 3(a): Annual Assessment, is amended in its entirety to read as follows:

Section 3: Annual Assessment.

(a) The maximum annual assessment shall be Two Hundred Forty and No/100 (\$240.00) Dollars per member. The Developer and its affiliates shall not be considered a member for purposes of any assessment, whether annual or special, and shall pay no assessments.

Section 3(b) remains unchanged.

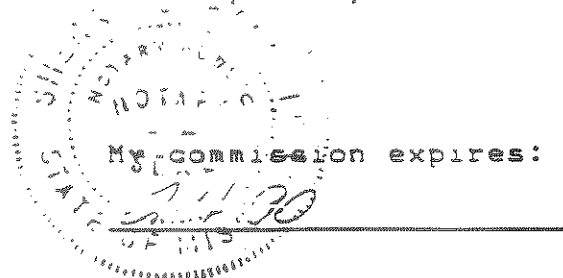
STATE OF  
GREENE  
COUNTY  
REC'D  
MAR 13 1987  
RUSSELL

1934 944

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF GREENE )

On this 19th day of August, 1986, before me personally appeared Ronald K. Stenger, to me personally known, who, being by me duly sworn did say that he is the President of Spring Creek Investors, Inc., Springfield, Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

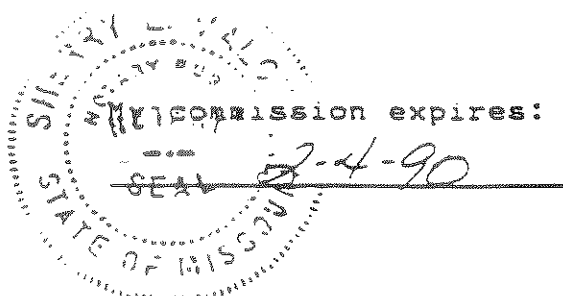


Sherry L. Malotte  
Notary Public SHERRY L. MALOTTE Notary Public  
Greene County State of Missouri  
My Commission Expires Feb. 4, 1990

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF GREENE )

On this 19th day of August, 1986, before me appeared Ronald K. Stenger, to me personally known, who, being by me duly sworn did say that he is the President of Spring Creek Development, Inc., Springfield, Missouri, and that said instrument was signed on behalf of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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



Sherry L. Malotte  
Notary Public SHERRY L. MALOTTE Notary Public  
Greene County State of Missouri  
My Commission Expires Feb. 4, 1990

STATE OF MISSOURI )  
COUNTY OF GREENE )  
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of writing was on the 19th day of August A.D. 1986 at 9 o'clock 17 minutes 7 duly filed for record, and is recorded in the records of this office, Book 1934 Page 942  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affix my official seal at Springfield, Missouri, this 8 day of August A.D. 1986  
RUSSELL H. KELLER Recorder

STATE OF MISSOURI )  
 ) ss.  
 COUNTY OF GREENE )

On this 3rd day of March, 1987, before me personally appeared Ronald K. Stenger, to me personally known, who being by me duly sworn did say that he is the President of Spring Creek Investors, Inc., Springfield, Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

*Connie A. Covey*  
 Notary Public

CONNIE A. COVEY Notary Public  
 Greene County State of Missouri  
 My Commission Expires Oct. 8, 1989

My commission expires:

10-8-89

STATE OF MISSOURI )  
 ) ss.  
 COUNTY OF GREENE )

On this 3rd day of March, 1987, before me appeared Ronald K. Stenger, to me personally known, who, being by me duly sworn did say that he is the President of Spring Creek Development, Inc., Springfield, Missouri, and that said instrument was signed on behalf of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

*Connie A. Covey*  
 Notary Public

CONNIE A. COVEY Notary Public  
 Greene County State of Missouri  
 My Commission Expires Oct. 8, 1989

My commission expires:

10-8-89

2. Section 5: Date of Commencement of Annual Assessments is amended in its entirety to read as follows:

Section 5: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date the lot is sold by the Developer or its affiliates. The Board shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every member. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

IN WITNESS WHEREOF, the undersigned, SPRING CREEK INVESTORS, INC. and SPRING CREEK DEVELOPMENT, INC., the developers, have caused this Amendment of Declaration of Restrictions, Covenants and Conditions of Spring Creek, to be executed this 3rd day of March, 1987.

SPRING CREEK INVESTORS, INC.

BY: Ronald K. Stenger

President

ATTEST:

Connie A. Conley  
Secretary

SPRING CREEK DEVELOPMENT, INC.

BY: Ronald K. Stenger

President

ATTEST:

Connie A. Conley  
Secretary



Section 20: Fences.

(a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee on submission of plans and specifications.

(b) Chain link fences are not permitted, except for the tennis courts in the Common Area.

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checked  
(c) Privacy fences may not exceed forty-eight (48) inches in height. However, any lot which adjoins another subdivision or a water detention area may have a privacy fence which shall not exceed sixty (60) inches on the lot line between Spring Creek and the other subdivision or on the lot line which adjoins the detention area, whichever shall be applicable, with the approval of the Architectural Committee.

(d) No fences in SPRING CREEK shall extend nearer to the front wall of a house than fifty (50) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

IN WITNESS WHEREOF, the undersigned, SPRING CREEK INVESTORS, INC. and SPRING CREEK DEVELOPMENT, INC., the Developers, have caused this Amendment of Declaration of Restrictions, Covenants and Conditions of Spring Creek, to be executed this 17th day of September, 1987.

ATTEST:

Commie A. Coney  
Secretary

(NO SEAL)  
SPRING CREEK INVESTORS, INC.

BY: Donald K. Stenger

President

ATTEST:

Commie A. Coney  
Secretary

SPRING CREEK DEVELOPMENT, INC.

BY: Donald K. Stenger

President

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AMENDMENT TO DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS OF  
SPRING CREEK

SEP 24 8 51 AM '87

THIS AMENDMENT, to the Declaration of Restrictions, Covenants and Conditions for Spring Creek is adopted this 17th day of September, 1987 by Spring Creek Investors, Inc., and Spring Creek Development, Inc., the Developers.

WITNESSETH:

WHEREAS, the Developers adopted the Declaration of Restrictions, Covenants and Conditions of Spring Creek on March 13, 1985, and they were recorded in Book 1869 at Page 580 in the Office of the Recorder of Deeds for Greene County, Missouri, on March 18, 1985, and

WHEREAS, Article X, Section 3 thereof permits the Developers to amend the Declaration of Restrictions, Covenants and Conditions for a period of five (5) years from the date of recordation thereof,

WHEREAS, the Developers wish to amend portions of Article VIII, entitled "Use and Building Restrictions Applicable to Single-family Residential and Patio Court Lots" to permit 60 inch fences in certain cases where the fence is placed on a lot line which is shared by Spring Creek and an adjoining subdivision, or adjoins a detention area.

NOW THEREFORE, the Developers do hereby amend Article VIII, USE AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY RESIDENTIAL AND PATIO COURT LOTS, as follows:

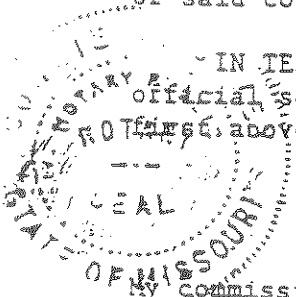
"Section 20: Fences." is amended in its entirety to read as follows:



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF GREENE )

On this 17th day of September, 1987, before me personally appeared Ronald K. Stenger, to me personally known, who being by me duly sworn did say that he is the President of Spring Creek Investors, Inc., Springfield, Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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



*Connie A. Covey*  
Notary Public

CONNIE A. COVEY Notary Public  
Greene County State of Missouri  
My Commission Expires Oct. 8, 1989

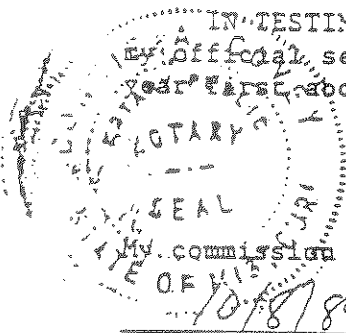
My Commission expires:

10/8/89

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF GREENE )

On this 17th day of September, 1987, before me personally appeared Ronald K. Stenger, to me personally known, who being by me duly sworn did say that he is the President of Spring Creek Development, Inc., Springfield, Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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



*Connie A. Covey*  
Notary Public

CONNIE A. COVEY Notary Public  
Greene County State of Missouri  
My Commission Expires Oct. 8, 1989

My Commission expires:

10/8/89

**INDEXED**

STATE OF MISSOURI }  
COUNTY OF GREENE } ss. IN THE RECORDER'S OFFICE  
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of which was on the 20th day of Sept A.D. 1987 at 8 o'clock 51 minutes 4 duly filed for record, and is indexed in the records of this office.  
Book 1987 Page 367  
IN TESTIMONY WHEREOF

AMENDMENT TO DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS OF  
SPRING CREEK

Aug 20 10 01 AM '91

THIS AMENDMENT, to the Declaration of Restrictions, <sup>RECORDED</sup> Covenants and Conditions for Spring Creek is adopted this 12th day of August, 1991 by Spring Creek Investors, Inc., and Spring Creek Development, Inc., the Developers.

WITNESSETH:

WHEREAS, the Developers adopted the Declaration of Restrictions, Covenants and Conditions of Spring Creek on March 13, 1985, and they were recorded in Book 1869 at Page 580 in the Office of the Recorder of Deeds for Greene County, Missouri, on March 18, 1985, and

WHEREAS, Article X, Section 3 thereof permits the Association to amend the Declaration of Restrictions, Covenants and Conditions with the approval of a majority of the votes of the Board of Directors.

WHEREAS, the Association wishes to amend portions of Article VIII, entitled "Use and Building Restrictions Applicable to Single-family Residential and Patio Court Lots" to permit 72 inch fences in certain cases where the fence is placed on a lot line which is shared by Spring Creek and an adjoining subdivision, or adjoins a detention area.

NOW THEREFORE, the Association does hereby amend Article VIII, USE AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY RESIDENTIAL AND PATIO COURT LOTS, as follows:

2003 Y E Simon

Section 20: Fences, is amended in its entirety to read as  
was:

"Section 20: Fences.

(a) Fences are not encouraged, but properly constructed and  
filled fences may be approved for construction by the Archite-  
tural Committee upon submission of plans and specifications.

(b) Chain link fences are not permitted, except for the  
lots courts in the Common Area.

(c) Privacy fences may not exceed forty-eight (48) inches in  
height. However, any lot which adjoins another subdivision or a  
detention area may have a privacy fence which shall not  
exceed seventy-two (72) inches on the lot line between Spring Creek  
and the other subdivision or on the lot line which adjoins the  
detention area, whichever shall be applicable, with the approval  
of the Architectural Committee.

(d) No fences in SPRING CREEK shall extend nearer to the  
front wall of a house than fifty (50) percent of the distance of  
the house on each side. Supporting structures on all fences shall  
be placed on the side of the fence facing the property of the owner  
adjoining the fence. On corner lots the fence may extend from the  
corner toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front  
of the structure and the adjoining street or across the front

The purpose of this amendment is to correct a typographical  
error in the September 17, 1987 amendment from 60 inches to 72  
inches in Paragraph 20(c).

IN WITNESS WHEREOF, the undersigned, SPRING CREEK PROPERTY  
OWNERS ASSOCIATION, INC., with the approval of all of the Directors  
of the Association, has caused this Amendment of Declaration of

Restrictions, Covenants and Conditions of Spring Creek, to be executed this 12th day of August, 1991.

NO SEAL

SPRING CREEK PROPERTY OWNERS ASSOCIATION, INC.

BY: Ronald K. Stenger  
President

ATTEST:

Commie A. Conroy  
Secretary

STATE OF MISSOURI )  
 ) ss  
COUNTY OF GREENE )

On this 12th day of August, 1991, before me personally appeared Ronald K. Stenger, to me personally known, who being by me duly sworn did say that he is the President of Spring Creek Property Owners Association, Inc., Springfield, Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

MARY KAY JONES  
NOTARY PUBLIC  
My commission expires: April 11, 1993  
SEAL  
STATE OF MISSOURI

Mary Kay Jones  
Notary Public

MARY KAY JONES Notary Public  
Greene County State of Missouri  
My Commission Expires April 11, 1993

RECORDING FEE \$ 4.00  
STATE & A FEE \$ 1.50  
TOTAL \$ 5.50

I, the undersigned, Notary Public for the State of Missouri, do hereby certify that the foregoing instrument of writing was on the 20 day of August, 1991, at Springfield, Missouri, duly executed, read, and is recorded in the records of this office, in Book 2154, Page 1193.  
I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 20 day of August, 1991.  
A.D. 1991 Russell H. Stiller  
RUSSELL H. STILLER, Notary Public







BY-LAWS  
OF  
SPRING CREEK PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SPRING CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be 2003 East Sunshine, Springfield, Missouri, but meetings of members and directors may be held at such places within Greene County, Missouri, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms shall be defined in accordance with the definitions contained in the Declaration of Covenants, Conditions and Restrictions for Spring Creek and amendments thereto.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Membership shall be as set forth in Article VI of the Articles of Incorporation.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, right to use of the Common Area and facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may assign his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. Such member shall notify the secretary in writing of the names of such

By-Laws, the Articles of Incorporation, or the Declaration;

- (c) To employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a record of all its acts and corporate affairs;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
  - (1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and
  - (2) To send written notice of any change in assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded in such amounts as it may deem appropriate;
- (g) To cause the Common Area to be maintained.

ARTICLE VII

COMMITTEES

Section 1. Required Committees. The Board of Directors of the Association shall annually appoint an Architectural Committee, in accordance with Article VII of the DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF SPRING CREEK.

persons whose rights and privileges shall be subject to suspension to the same extent as those of the member.

Section 2. The Association may charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

## ARTICLE V

Section 1. Selection and Term of Office: The first Board of Directors of the Association shall be Ronald K. Stenger, Neil K. Stenger and James D. Tucker, and shall hold office until the first annual meeting of the members. At the first annual meeting of the members, three directors shall be elected for a term of one year each. Directors shall be elected by a majority vote of the members entitled to vote at such meeting. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified.

Section 2. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members. In the event of death, resignation or removal of a director by a majority vote of the members, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provision of these

== authority, and perform such duties as the Board may, from time to time determine.

4 Section 5. Resignation and Removal. Any officer may be removed from office with or without ~~cause~~ by the Board. Any officer may resign at any time by ~~giving~~ written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7 Section 6. Vacancies. A vacancy in any office may be filled by a majority vote of the directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of president, vice-president, secretary and treasurer may be held by the same person. ?

X Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Section 2. Other Committees. In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE VIII

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Tuesday in February at the hour of seven o'clock p.m. or such other date and time as the Board shall determine. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of a majority of the membership.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

\* Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors and a secretary, and such other officers as the Board may from time to time by resolution determine.

\* Section 2. Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors.

\* Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

# ARTICLES OF INCORPORATION

OF

SPRING CREEK

PROPERTY OWNERS ASSOCIATION, INC.

FILED IN THE OFFICE OF  
THE SECRETARY OF STATE  
ISSUED

OCT 20 1988

TO THE SECRETARY OF STATE, JEFFERSON CITY, MISSOURI

We the undersigned,

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY/STATE</u>
Ronald K. Stenger	3985 St. Andrews	Springfield, Missouri
Neil K. Stenger	2524 Edgewater	Springfield, Missouri
James D. Tucker	1121 South Glenstone	Springfield, Missouri

being natural persons of the age of twenty-one (21) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not-For-Profit Corporation Act" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is SPRING CREEK PROPERTY OWNERS ASSOCIATION, INC.

2. The period of duration of the corporation is perpetual

3. The address of its initial Registered Office in the State of Missouri is 2003 East Sunshine, in the City of Springfield, Missouri 65804, County of Greene, and the name of its initial Registered Agent at said address is Ronald K. Stenger.

4. The first Board of Directors shall be three (3) in number, their names and addresses being as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY/STATE</u>
Ronald K. Stenger	3985 St. Andrews	Springfield, Missouri
Neil K. Stenger	2524 Edgewater	Springfield, Missouri
James D. Tucker	1121 South Glenstone	Springfield, Missouri

The number of directors may be increased or decreased, from time

to time, by amendment to the bylaws

## ARTICLE ~~X~~

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association; a copy shall be provided initially for the owners of each Lot, and additional copies shall be made available for purchase by members at reasonable cost.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have no corporate seal.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Board of Directors by a vote of a majority of the directors who are present at such meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.



02'-30" and a radius of 1502.09 feet; thence along the said curve, and along the said north right-of-way line of Lakewood Street 49.94 feet; thence South 29°-00'-54" East and continuing along the said boundary line, 60.00 feet to a point on the south right-of-way line of Lakewood Street; thence North 60°-59'-06" East for the tangent of a curve to the left having a central angle of 5°-52'-30" and a radius of 1462.29 feet; thence along the said curve, and continuing along the said south right-of-way line and continuing along the said boundary line 149.95 feet; thence South 41°-31'-54" East and continuing along the said boundary line 276.54 feet; thence North 86°-28'-06" East and continuing along the said boundary line, 114.62 feet; thence South 45°-31'-54" East and continuing along the said boundary line, 303.64 feet; thence South 88°-31'-54" East and continuing along the said boundary line, 289.08 feet; thence North 67°-28'-06" East and continuing along the said boundary line 484.75 feet; thence North 6°-28'-06" East and continuing along the said boundary line 115.00 feet; thence North 21°-31'-54" West and continuing along the said boundary line, 350.00 feet; thence North 50°-31'-54" West and continuing along the said boundary line, 155.00 feet; thence South 72°-28'-06" West and continuing along the said boundary line 160.00 feet, said point also being on the east right-of-way line of Adolphus Avenue as it now exists; thence North 26°-31'-54" West and continuing along the said boundary line, 220.00 feet; thence North 66°-31'-54" West and continuing along the said boundary line 275.00 feet; thence North 11°-28'-06" East and continuing along the said boundary line, 420.00 feet; thence North 16°-31'-54" West and continuing along the said boundary line 100.00 feet; thence South 79°-02'-54" East, 608.98 feet to the centerline of Thompson Branch, as it now exists; thence South 3°-48'-19" East and along the said centerline, 74.39 feet; thence South 16°-54'-42" East and continuing along the said centerline, 100.91 feet; thence South 31°-45'-42" East and continuing along the said centerline, 108.27 feet; thence South 2°-44'-29" East and continuing along the said centerline, 98.68 feet; thence South 12°-18'-47" East and continuing along the said centerline, 97.47 feet; thence South 28°-18'-42" East and continuing along the said centerline, 100.98 feet; thence South 43°-07'-27" East and continuing along the said centerline, 100.72 feet; thence South 47°-18'-56" East and continuing along the said centerline, 101.88 feet; thence South 26°-04'-39" East and continuing along the said centerline, 101.61 feet; thence South 39°-42'-54" East and continuing along

5. The purpose or purposes for which the corporation is organized are:

(a) To provide for the maintenance, preservation and architectural control of the residence lots, buildings and grounds, and all common area now or hereafter developed upon the following property in Springfield, Greene County, Missouri, to-wit:

A parcel of land located in the South Half (S 1/2) of Section Seventeen (17), Township Twenty-Eight North (28N), Range Twenty-One West (21W), more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 17, Township 28-North, Range 21-West; thence North  $2^{\circ}-10'-50''$  East and along the west line of the said Southwest Quarter of Section 17, and also along the east line of Williamsburg Hills, a subdivision in Springfield, Greene County, Missouri, 1224.12 feet to a point on the east right-of-way line of Charleston Avenue, as it now exists; thence North  $31^{\circ}-08'-19''$  East for the tangent of a curve to the left, having a central angle of  $28^{\circ}-41'-17''$  and a radius of 200.00 feet; thence along said curve and along said east right-of-way line 100.14 feet; thence North  $2^{\circ}-40'-50''$  East, and continuing along the east right-of-way line of said Charleston Avenue, 974.93 feet to a point on the boundary line of Lakewood Village Unit 2, a subdivision in Springfield, Greene County, Missouri; thence South  $86^{\circ}-31'-54''$  East and along the said boundary line, 909.77 feet; thence South  $3^{\circ}-28'-06''$  West and continuing along the said boundary line, 310.00 feet; thence South  $36^{\circ}-31'-54''$  East and continuing along the said boundary line 80.00 feet; thence South  $86^{\circ}-31'-54''$  East and continuing along the said boundary line, 220.00 feet; thence South  $23^{\circ}-28'-06''$  West and continuing along the said boundary line 225.00 feet; thence South  $30^{\circ}-31'-54''$  East and continuing along the said boundary line 280.00 feet; thence South  $47^{\circ}-28'-06''$  West and continuing along the said boundary line 120.00 feet; thence South  $15^{\circ}-31'-54''$  East and continuing along the said boundary line, 185.00 feet; thence South  $78^{\circ}-31'-54''$  East and continuing along the said boundary line 150.00 feet; thence South  $37^{\circ}-31'-54''$  East and continuing along the said boundary line 157.04 feet to a point on the north right-of-way line of Lakewood Street as it now exists; thence South  $54^{\circ}-56'-40''$  West for the tangent of a curve to the right having a central angle of  $2^{\circ}-$

perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants Conditions and Restrictions for Spring Creek herein called the "Declaration," recorded in the office of the Greene County, Missouri, Recorder of Deeds at Springfield, Missouri, as the same may be amended from time to time as therein provided.

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith including, but not limited to, expenses for maintenance of and improvements to the real and personal property owned by the Association; expenses including legal fees and Court costs incurred in connection with the enforcement of the terms of the Declaration, and the Articles and By-laws of the Association, and expenses for any services provided to the Association membership, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(d) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(e) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) To have and to exercise any and all powers, rights

64°-40'-28" East and continuing along the said centerline 42.06 feet; thence South 26°-22'-38" East and continuing along the said centerline, 63.95 feet; thence South 37°-02'-58" East and continuing along the said centerline 93.21 feet; thence South 38°-52'-24" East and continuing along the said centerline, 35.47 feet; thence South 41°-25'-42" East and continuing along the said centerline, 70.84 feet; thence South 60°-39'-40" East and continuing along the said centerline 100.00 feet thence South 62°-41'-01" East and continuing along the said centerline, 46.16 feet; thence South 47°-41'-09" East and continuing along the said centerline, 50.50 feet; thence South 42°-30'-24" East and continuing along the said centerline, 64.38 feet; thence South 26°-12'-28" East and continuing along the said centerline, 40.64 feet thence South 27°-46'-21" East and continuing along the said centerline, 107.19 feet; thence South 40°-22'-21" East and continuing along the said centerline, 106.96 feet; thence South 63°-08'-54" East and continuing along the said centerline, 83.01 feet; thence South 69°-29'-49" East and continuing along the said centerline, 106.48 feet; thence South 67°-55'-48" East and continuing along the said centerline, 50.09 feet; thence South 23°-41'-23" East and continuing along the said centerline, 37.59 feet to a point on the East line of the Southwest Quarter of the Southeast Quarter of the said Section 17; thence South 1°-25'-33" West and along the said East line, 590.03 feet to the Southeast corner of the said Southwest Quarter of the Southeast Quarter; thence North 86°-43'-48" West and along the South line of the said Southwest Quarter of the Southeast Quarter of Section 17, 1325.12 feet to the Southeast corner of the Southwest Quarter of said Section 17; thence North 86°-40'-58" West and along the South line of the said Southwest Quarter of Section 17, 2652.46 feet to the point of beginning. All being in Springfield, Greene County, Missouri, and containing 133.41 acres more or less.

And further to promote the health, safety and welfare of the residents of and the environment within, the above-described property and any additions thereto which may hereafter be brought within the jurisdiction of this Association by annexation, as provided herein, and for these purposes this Association shall have the right and responsibility:

preliminary and final plat for the subdivision of the property described in Paragraph 5(a) above.

8. BOARD OF DIRECTORS: The affairs of the Association shall be managed initially by a board of three (3) directors, two of whom need not be members of the Association. The number of directors and the classes from which they are elected may be changed by amendment of the By-Laws of the Association. The initial three (3) directors shall serve until the first annual meeting of the Board of Directors, and shall thereafter be elected at the time and in the manner set forth in the By-Laws.

Any director may be removed from office as provided by the By-Laws of the Association, and in the event of such removal or the creation of a vacancy through any other cause, such vacancy shall be filled as provided by the By-Laws of the Association.

9. ANNEXATION OF ADDITIONAL PROPERTIES: Section 1. The Association, by action of the Board of Directors, may, at any time, annex residential properties and common areas in addition to the properties described in Paragraph 5(a) above, and so add to its membership.

10. DISSOLUTION: The Association may be dissolved by the Board of Directors adopting a resolution recommending that the corporation be dissolved, and directing that the question of such dissolution be submitted to a vote at a meeting of the members entitled to vote thereon, which may be either an annual or special meeting. The resolution to dissolve the corporation shall be adopted upon receiving two-thirds (2/3) of the votes entitled to be cast by members present.

Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.

(g) The foregoing notwithstanding, not substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly, participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

6. MEMBERSHIP: The Developer (Lakewood South, Inc., and its successors and assigns) and every person or entity that is an Owner of a fee or undivided fee interest in the property described in 5(a) above, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from said ownership.

7. CLASSES OF MEMBERS AND VOTING RIGHTS: Class A members shall be all of those owners of lots (with the exception of developer) in the property described in Paragraph 5(a) above. Each Class A member shall be entitled to one vote for each lot he owns. If more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B members shall be the developer, Lakewood South, Inc., and its successors and assigns. The Class B members

that all the statements therein contained are true, to their best knowledge and belief.

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

  
Notary Public

My Commission Expires:

LEANE S. McNay      Notary Public  
Greene County      State of Missouri  
My Commission Expires Sept. 1, 1988

The assets of the Association in the process of dissolution may be applied and distributed as provided in Section 355.230, Revised Statutes of Missouri.

11. AMENDMENTS: Amendments to these Articles of Incorporation shall be made by the Board of Directors adopting a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members entitled to vote thereon, which may be either an annual or a special meeting. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3) of the votes entitled to be cast by members present at such meeting.

The original Articles of Incorporation were executed on 15th day of October 1984, by Ronald K. Stenger, Neil K. Stenger and James D. Tucker.

By Ronald K. Stenger  
RONALD K. STENGER, Incorporator

By Neil K. Stenger  
NEIL K. STENGER, Incorporator

By James D. Tucker  
JAMES D. TUCKER, Incorporator

STATE OF MISSOURI     )  
                              ) ss.  
COUNTY OF GREENE    )

I, LEANE S. MCNAV, a Notary Public, do hereby certify that on the 15th day of October, 1984, RONALD K. STENGER, NEIL K. STENGER and JAMES D. TUCKER personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared



VERIFICATION

STATE OF MISSOURI     )  
                              ) ss.  
COUNTY OF GREENE     )

I, *Shirley E. Egan*, being duly sworn and upon my oath state that I have read the foregoing instrument, and that the facts and matters set forth therein are true and correct to the best of my knowledge, information and belief.

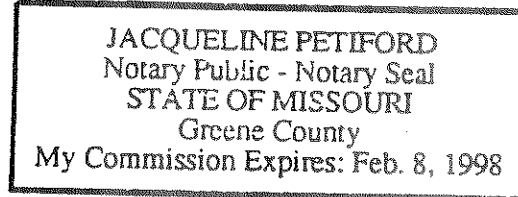
*Shirley E. Egan*

Subscribed and sworn to before me this 8th day of January, 1996.

*Jacqueline Petiford*  
Notary Public

My Commission Expires: 2-8-98

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FIRST AMENDMENT BY-LAWS OF  
SPRINGCREEK PROPERTY OWNERS ASSOCIATION, INC.

NOW ON THIS 8th day of January, 1996, comes the Springcreek Property Owners Association, Inc., by and through its Board of Directors, and makes the following amendments to the By-laws of Springcreek Property Owners Association, Inc., to-wit:

IT IS HEREBY ADOPTED by the Springcreek Property Owners Association, Inc., that Article V shall be amended as follows:

ARTICLE V: Section 1. Selection and term of office.

The Board of Directors shall be composed of twelve (12) members elected by majority vote of the members entitled to vote at such meetings. Six (6) members shall be elected each even numbered year, and six (6) members shall be elected each odd numbered year. The Board of Directors may by majority vote elect to increase or decrease the Board membership. Each director shall hold office for a term of two (2) years. Directors elected to the Board filling an interim vacancy shall serve the remainder of the term of the board member he replaces.

IT IS HEREBY ADOPTED by the Springcreek Property Owners Association, Inc., that Article VI shall be amended as follows:

ARTICLE VI: Section 2. (This section is now hereby deleted.)

IT IS HEREBY ADOPTED by the Springcreek Property Owners Association, Inc., that Article IX shall be amended as follows:

ARTICLE IX: Section 6. Vacancies.

A vacancy in any office may be filled by a majority vote of the directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he has replaced.


IN WITNESS WHEREOF, the undersigned, Springcreek Property Owners Association, Inc., has caused this amendment to the by-laws of Springcreek, to be executed this 8th day of January, 1996.

  
Springcreek Property Owners Association, Inc.  
By: President

Witness:  \_\_\_\_\_, Secretary

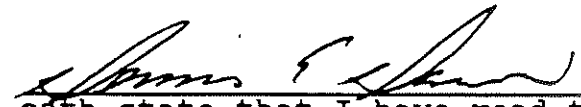
IN WITNESS WHEREOF, the undersigned, Springcreek Property Owners Association, Inc., has caused this amendment to the declarations of restrictions, covenants and conditions of Springcreek, to be executed this 25th day of January, 1996.

  
Springcreek Property Owners Association, Inc.  
By: President

Witness:  \_\_\_\_\_, Secretary  
Board member.

VERIFICATION

STATE OF MISSOURI     )  
                              ) ss.  
COUNTY OF GREENE    )

I, , being duly sworn and upon my oath state that I have read the foregoing instrument, and that the facts and matters set forth therein are true and correct to the best of my knowledge, information and belief.



Subscribed and sworn to before me this 8th day of January, 1996.

  
Notary Public

My Commission Expires: DANA D. LANTGEN     Notary Public  
Greene County     State of Missouri  
My Commission Expires July 18, 1997

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FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS OF SPRINGCREEK

The following amendment made to the declaration of restrictions, covenants and conditions of Springcreek is adopted this 8th day of January, 1996, by the Springcreek Property Owners Association, Inc., and is hereby adopted and approved by the then acting Board of Directors of said association, with the following provisions, to-wit:

WITNESSETH: Whereas, the Springcreek Property Owners Association, Inc., previously obtained control and ownership of both the Springcreek Property Owners Association, Inc., and commonaries of the Springcreek Property Owners Association, Inc., on March 1, 1994, and

WHEREAS, the Springcreek Property Owners Association, Inc., is hereby adopted the declaration of restrictions, covenants and conditions of Springcreek, issued March 18, 1985, which are recorded in Book 1869, at Page 580, in the Office of the Recorder of Deeds for Greene County, Missouri, on March 18, 1985, and

WHEREAS, the Board of Springcreek Property Owners Association, Inc., through a unanimous vote, has approved an amendment to the declaration of restrictions, covenants and conditions previously written and adopted,

NOW, THEREFORE, the Springcreek Property Owners Association, Inc., does hereby amend Article VIII, Section 26, to read as follows:

Section 26: Basketball Goals.

No basketball goals shall be attached to the front of any dwelling nor erected in any front yard or on the side of any street which abuts any corner lot. No portable basketball goals shall be left in view of adjoining lots or streets overnight.

IT IS FURTHER ADOPTED by the Board of Directors, that a new section be adopted with regard to garage sales. Thereby, Article VIII, Section 34, which will read as follows:

Section 34: Garage Sales.

No property owner in the Springcreek subdivision may hold more than two garage sales per year. Those garage sales must occur at the time the neighborhood holds its neighborhood wide bi-annual garage sale. No homeowner shall be permitted to hold a garage sale unless said garage sale occurs on the designated, bi-annual date set by the Board of Directors. A homeowner shall be permitted to have one moving sale.

### Amendment to section 26

No basketball goals shall be attached to the front of any dwelling, nor erected in any front yard or on the side of any street which abuts any corner lot. Portable basketball goals are permitted. It is requested that these portable goals be stored out of sight when not in use.