

**BYLAWS  
OF  
CREEK BRIDGE HOMEOWNERS ASSOCIATION**

**A Missouri Mutual Benefit Nonprofit Corporation**

These Bylaws constitute the bylaws of Creek Bridge Homeowners Association (the "**Association**"), a corporation organized and existing under the Missouri Nonprofit Corporation Act, RSMo. Chapter 355, as now in effect and as the same may be amended or replaced from time to time. By the adoption of these Bylaws, all prior bylaws of the Association, if any, together with all amendments thereto, are hereby repealed in their entirety, and restated to read as follows:

**ARTICLE I  
Office, Records, Seal**

1. **Registered Office and Registered Agent.** The Association shall have and continuously maintain a registered office and registered agent in the State of Missouri. The address of the registered office and the name of the registered agent of the Association in the State of Missouri stated in the Articles may be changed from time to time by the Board of the Association in any manner permitted by law.
2. **Records.** The Association shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its Board and of committees having any of the authority of the Board, and shall keep at its registered office a record giving the names and addresses of the Board and officers.
3. **Seal.** The Association shall not have or use a corporate seal.

**ARTICLE II  
Definitions**

Capitalized terms used in these Bylaws shall, unless the context otherwise requires, have the meanings specified in this Article II. Certain additional defined terms may be set forth elsewhere in the Bylaws. Each definition or pronoun herein shall be deemed to refer to the singular, plural, masculine, feminine or neuter as the context requires.

1. "**Articles**" means the Articles of Incorporation of the Association, as filed with the Missouri Secretary of State on June 16, 2005, and as the same may be amended from time to time.
2. "**Association**" means Creek Bridge Homeowners Association, a Missouri non-profit corporation, or any successor or substitute corporation which is the Association, as such term is defined in the Declaration.

3. **"Bylaws"** means these Bylaws, as the same may be amended or supplemented from time to time.
4. **"Board"** means the Board of Directors of the Association.
5. **"Common Area"** means all real property, including improvements and fences thereon and easements appurtenant thereto, owned by the Association or designated or shown as common area, green space, detention basins or storm drainage facilities, water quality and sediment basins, storm sewers and inlets shown on any recorded plat of the Subdivision and intended for the common use and enjoyment of the Owners, and any offsite easements granted to the Association, the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the Subdivision.
6. **"Declaration"** means that certain Declaration of Restrictions, Covenants and Conditions for the Final Plat of Creek Bridge, Phase One, a Subdivision in the City of Ozark, Christian County, Missouri, dated October 9, 2006, and recorded October 10, 2006 in the office of the Christian County Recorder of Deeds in Book 2006, at Page 19919, as the same may be amended or supplemented and made applicable to additional property from time to time.
7. **"Developer"** has the same meaning as is given for such term in the Declaration.
8. **"Lot"** means any parcel of land (other than the Common Area) designated as a lot on a recorded plat of the Subdivision, and made subject to the terms of the Declaration.
9. **"Member(s)"** means or refers to each Owner entitled to membership in the Association.
10. **"Owner(s)"** means the recorded owner, whether one or more persons or entities, of a fee or divided 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.
11. **"Subdivision"** means and refers to the Lots and Common Area that comprise the Creek Bridge Subdivision and are subject to the terms and conditions of the Declaration, but excluding any lots that are not subject to the Declaration, and including any additional real estate properly added to the Subdivision and made subject to the Declaration.
12. **Other Terms.** Unless otherwise specifically defined herein, terms used in these Bylaws shall have the same definitions as given for them in the Declaration.
13. **Declaration and Articles to Control.** Whenever any provision of these Bylaws is inconsistent with provisions of the Declaration or of the Articles, the provisions of the Declaration and the Articles, in that order, shall control.

### **ARTICLE III**

#### **Membership and Meetings**

1. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from the ownership of, the Lot.

Whenever any person shall cease to be an Owner, it shall not relieve or release that person from any liability or obligation incurred as a Member of the Association prior to the time that membership ceases, nor impair any rights or remedies the Board or others may have against the former Member arising out of ownership of a Lot and membership in the Association.

2. **Voting Rights in the Association.** In all proceedings in which action shall be taken by Members of the Association, one vote shall be allocated to each Lot, and the Owner of such Lot shall be entitled to cast that vote.

3. **Annual Meeting.** An annual meeting of the Members shall be held the first Saturday in March @ 11:00am, at the Creek Bridge Club House.

4. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fifth of all votes of the Members.

5. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for notice purposes. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

6. **Quorum.** The presence, in person or by proxy, of Members at a meeting of the Members representing 20% of the aggregate voting power of all Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

7. **Majority Vote Wins.** Unless otherwise required by the law of the State of Missouri, the Articles, or the Declaration, if a quorum is present at a meeting of the Members, the affirmative vote of a majority of the votes represented and voted which affirmative vote also constitutes a majority of the required quorum, constitutes approval and it is the act of the Members.

8. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary within three (3) days before a scheduled meeting. All proxies shall expire after each meeting, is revocable by the Member, and shall automatically cease if the Member ceases to be an Owner.

9. **Voting by Multiple Owners.** Since the Owner of a Lot may be more than one person, if only one of such persons is present at a meeting of the Members that person shall be entitled to cast the votes appertaining to that Lot. If more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast such vote without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to an Owner which is not a natural person, the word "person" shall be deemed for the purposes of this section to include, any natural person having authority to execute deeds on behalf of the Owner.

10. **Voting Requirements.** A Member shall be deemed to be in good-standing and entitled to vote at any annual or special meeting of the Association if and only if such Member shall have fully paid all assessments made or levied and due against the Member by the Board as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to such member's Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

11. **Conduct of Meetings.** The President, or a designated alternative, shall preside over all meetings of the Members and the Secretary shall keep the minutes of each meeting and shall record all transactions occurring and all resolutions adopted at the meeting.

12. **Action Without Meeting.** Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by Members holding at least eighty percent of the voting power with respect to the subject matter thereof

## **ARTICLE IV**

### **Board**

1. **General.** The business and affairs of the Association shall be managed by the Board. The Board shall consist of seven (7) members (each a "**Director**" and collectively the "**Directors**"), or such other number of Directors (but not fewer than three (3)) as may be determined by vote of the Members from time to time.

2. **Terms.** Each Director shall be elected to a two (2) year term, and shall hold office until his or her successor has been elected. To ensure continuity for management of the Association, three (3) Directors shall be elected in odd numbered years and four (4) Directors in even numbered years. A Director may serve an unlimited number of terms.

3. **Qualification.** All Directors shall be Members or officers, directors or agents of a Member and must be natural persons.

4. **Timing and Mode of Election.** Elections for Directors shall be held at the annual meeting of the Members.

5. **Vacancies.** Vacancies on the Board resulting from the death, resignation, incapacity, removal or disqualification of any Director, or by reason of an increase in the number of Directors due to an amendment of the Bylaws, shall be filled by majority vote of the remaining Directors. A Director elected to fill a vacancy shall serve for the unexpired term of the Director's predecessor or until a successor shall have been duly elected and qualified. Any Director may be removed by a majority vote of the Members.

6. **Powers and Duties of the Board.** In General, the Board shall have all of those powers to act upon the behalf of the Association set forth in the Declaration and shall have all of the powers that an executive board may have to act on behalf of the Association as provided in the Missouri Non-Profit Corporation Act, Chapter 355 RSMo. Without limiting the generality of those powers and duties, the Board will have the following powers and duties in each case subject only to applicable requirements of the Declaration, the Articles and Missouri law:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.
- (b) To keep in good order, condition, and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area.
- (c) To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the Members towards the maintenance of the Common Areas and the other expenses properly incurred by the Association, and to adjust, decrease or increase the amount of the assessments, and to credit any excess of assessments over expenses and cash reserves to the members against the next succeeding assessment period.
- (d) To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Area.
- (e) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent assessments as set forth in the Declaration.
- (f) To borrow funds in such amounts as are necessary from time to time to meet the reasonable needs and requirements of the Association when the funds required exceed the amount which the Board feels it reasonable to secure through a single annual

assessment. No funds shall be borrowed without first submitting the amount thereof and the purposes for which the funds will be expended to a vote of the Members at a regular or special meeting and receiving the approval of the majority vote of the Members at that meeting. In the event that the Members shall approve all or part of the funds to be borrowed, the Board may therefore borrow the funds and authorize the appropriate officers to execute and deliver appropriate documents.

- (g) To dedicate, sell, or transfer all or any part of the Common Area to any public governmental or quasi-governmental agency, authority, or utility for such purpose and subject to such conditions as may be approved by the Members.
- (h) To enter into contracts within the scope of their duties and powers.
- (i) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board.
- (j) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof by members or their mortgages during convenient weekday business hours.
- (k) To prepare a budget before the close of each calendar year.
- (l) In general, to carry on the administration of the Association and to do all those things necessary and responsible to carry out the purposes of the Association, all in accordance with the Declaration and the Articles.

7. **Compensation.** No Director shall receive compensation for any services rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

## **ARTICLE V Committees**

1. **Required Committees.** The Board shall annually appoint an Architectural Control Committee (ACC), as provided in the Declaration. Consisting of at least three (3) Members, of which one shall be a Director

2. **Other Committees.** In Addition the President of the Board or Board of Directors may appoint other committees as deemed appropriate to carry out the purposes of the Association. Each committee will consist of a least one Director and consist of as many other Association Members the President or Board deems

necessary.

3. **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the Association and until their successor is appointed, unless the committee shall be sooner dissolved, or unless such Member is removed from such committee, or unless such Member shall cease to qualify as a Member thereof.

4. **Chairman.** One member of each committee shall be appointed as Chairman by the person or persons authorized to appoint the members. The Chairman is responsible for informing the Board, by letter or email within three (3) days of any and all actions taken by their committee.

5. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments

6. **Removal.** Any committee member may be removed for any reason, by the same authority authorizing the committee, at the sole discretion of that authority.

7. **Quorum.** Unless otherwise provided in the resolution creating a committee, a majority of the whole committee shall constitute a quorum and act as needed, provided the Chairman is made aware 24 hours before the meeting and informed of the reason/s thereof. The Chairman does not need to be present for the committee to act.

8. **Rules.** Each committee may adopt rules for its own government not inconsistent with the Association Bylaws and rules adopted by the Board of Directors.

9. **Dissolve.** Any committee may be dissolved when the reason for the committee no longer exists, or by the authority that created the committee, at any time.

## **ARTICLE VI**

### **Meetings of the Board**

1. **Place of Meeting.** All meetings of the Board, annual, regular, or special, may be held at any place within the City of Ozark as may be determined from time to time by resolution or consent of the Board.

2. **Annual Meetings.** An annual meeting of the Board shall be held immediately following the annual meeting of the Members, or at such other time and place as the Board may designate.

3. **Regular Meetings.** Regular meetings of the Board shall be held at such times as shall be prescribed by resolution from time to time.

4. **Special Meetings.** Special meetings of the Board may be held at any time, and for any purpose or purposes.

5. **Notice.** Written or printed notice stating the date, place and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) days 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 Director. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Director at his or her address, as it appears upon the records of the Association, with postage thereon prepaid.

6. **Quorum.** At all meetings of the Board a majority of the whole Board shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at any such quorum shall be the act of the Board. Less than a quorum of the Board may adjourn a meeting successively until a quorum is present.

7. **Electronic Participation.** Unless otherwise provided in the Articles, Directors may participate in any meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

8. **Action without Meeting.** Any action which is required to be or which may be taken at a meeting of the Board may be taken without a meeting if all the Directors severally or collectively sign a written consent which sets forth the action to be taken. Such consents shall have the same force and effect as the unanimous vote of the Directors at a meeting duly held and may be stated as such in any certificate or document executed on behalf of the Association. The Secretary shall file such consents with the minutes of the meetings of the Board.

9. **Waiver.** Any notice required to be given to a Director by any provision of these Bylaws, the Articles or any law may be waived in writing signed by such Director, whether before, at or after the time stated therein, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where such Director attends the meeting for the express purpose, and so states at the opening of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE VII**

### **Officers**

1. **General.** The officers of the Association shall consist of a President, Vice-President(s), Secretary and a Treasurer and such other officers as the Board may designate from time to time. Each officer of the Association shall be a member of the Board. Any two or more offices may be held by the same person.

2. **Terms.** At each annual meeting of the Board, the Board shall elect officers to serve at the pleasure of the Board for a term of one (1) year or until their successors are duly elected and qualified.

3. **Removal.** Any officer elected or appointed by the Board and any employee or agent of the Association may be removed or discharged by the Board whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. **Compensation.** No officer of the Association shall receive compensation for any service that he or she may render to it or reimbursement for any expenses incurred by him or her unless and then only to the extent that such services and reimbursement are necessary to carry out the exempt purposes of the Association and are reasonable in amount. Salaries and compensation of all other agents and employees of the Association, if any, may be fixed, increased or decreased by the Board.

5. **Vacancy.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the Association shall be filled by the Board at any regular meeting, or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board.

6. **Delegation of Authority.** The Board from time to time may delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of the Association or other responsible person. In the event of any such delegation, the officer from whom any such function, power, duty or responsibility has been transferred shall be thereafter relieved of all responsibility for the proper performance or exercise thereof.

7. **President.** The President shall be elected from among the members of the Board and shall preside at all meetings of the Board. The President shall be the chief executive of the Association and shall see that all orders and resolutions of the Board are carried into effect, execute all documents requiring a seal under the seal of the Association and have the general duties, powers and responsibilities of a president of a corporation. In addition, the President shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

8. **Vice-President(s).** The Vice-President(s), if one or more are elected, shall work in cooperation with the President, perform such duties as the Board shall assign to the Vice President(s), and in the absence or incapacity of the President shall be vested with all the powers and perform all the duties of the office of President. The Vice-President(s) shall have the general duties, powers and responsibilities of a vice-president of a corporation and shall have such other duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

9. **Secretary.** The Secretary shall attend all the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings thereof in the minute book of the Association to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Board, shall be the custodian of all the books, papers and records of the Association and of the corporate seal, shall affix the seal when authorized by the Board or the President to all proper instruments, attesting same, and at such reasonable times as may be requested shall permit an inspection of the books, papers and records of the Association by any Director. The Secretary shall be the administrative and clerical officer of the Association under the supervision of the President and the Board, and the Secretary shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

10. **Treasurer.** The Treasurer shall have the responsibility for the safekeeping of the funds and securities of the Association and shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association in books belonging to the Association. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the Association and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse or permit to be disbursed the funds of the Association, as may be ordered or authorized generally by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the Board, whenever they may require it, an account of all transactions under the Treasurer's jurisdiction and the financial condition of the Association. The Treasurer shall render an annual report of the financial condition of the Association to the members of the Board. The Treasurer shall perform such other duties and shall have such other responsibilities and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board and shall have the general duties, powers and responsibilities of a treasurer of a corporation.

## **ARTICLE VIII**

### **Custodians and Depositories**

1. **Depositories and Checks.** The moneys and funds of the Association shall be deposited in such manner as the Directors shall designate in such banks, trust companies or nonprofit corporations who provide such services as the Directors may designate, and shall be drawn out by checks signed in such manner as may be provided by resolution or resolutions adopted by the Board.

2. **Bond.** Any officer or employee of the Association handling money or securities of the Association may be bonded at the Association's expense in such amounts as may be prescribed by the Board.

## ARTICLE IX

### Indemnification of Directors, Officers and Others

1. **Direct Action.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to or summoned as a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, legislative, investigative, or of any different kind, other than an action by or in the right of the Association, by reason of the fact that such person is or was a Director or officer of the Association, against liability and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

2. **Derivative Claim.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to or summoned as a witness in any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director or officer of the Association against liability and expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association.

3. **Expenses.** To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs 1 and 2 of this Article or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the action, suit or proceeding.

4. **Cumulative Rights.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, insurance policy, vote of disinterested Directors or otherwise, both as to action in an official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such person

5. **Additional Indemnification.** The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Member, employee or agent of the Association, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding, unless such person's conduct in connection with the matter for which indemnity is sought has been finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

## **ARTICLE X**

### **Assessments**

1. **Annual Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments that are secured by a continuing lien upon the assessed Lot. The Board shall have complete discretion and control over all assessments made pursuant to the Declaration. If the assessment is not timely paid, the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Member may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of a Lot.

2. **Special Assessments.** In addition to the annual assessments, the Board of Directors may levy in any assessment year, as to Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of items in the Association Common Areas, including the necessary fixtures and personal property.

(a) **PROVIDED:** that any such assessment shall have the approval of two-thirds (2/3) majority of the votes of the Members at a meeting called for that purpose. Written notice of which shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

(b) **PROVIDED FURTHER:** That the maximum amount of any Special Assessment year shall not exceed an amount equal to three (3) times the annual dues assessed against said Member for the same year. This Special Assessment may be collected on a Monthly, Quarterly or Semi-Annual basis as determined by the Board and presented to the Association.

## **ARTICLE XI**

### **Property Rights and Responsibilities**

1. **Common Areas and Facilities.** Each Member shall be entitled to the use and enjoyment of the Common Areas and Facilities. A Member may assign these rights to members of their family, tenants, or contract purchasers who reside on the property.

(a) **Members.** Shall notify in writing to the Secretary the names of all tenants or contract purchasers before the Association can arrange use of the Common Areas. Said letter shall also address the Member's understanding that any and all assessments, fees and penalties are ultimately the Members responsibility.

(b) **Tenants and Contract Purchasers.** Derive their rights from the Member and are subject to the same regulations and limitations the Association establishes for its Members and are considered guests of the Member.

2. **Fees.** The Association may charge reasonable admission and other fees for any recreational facilities situated upon any Association Common Areas

3. **Damages.** Association Members are responsible for any and all damages to Common Areas or Facilities caused by the Member or their guests. The Association may seek restitution, to include legal fees, from that Member to include any collection methods allowed by law.

## **ARTICLE XII**

### **Dissolution**

Upon the Association's dissolution, and (1) following the discharge of or making provision for the discharge of the Association's liabilities and obligations, and (2) the returning, transferring or conveying of assets held by the Association on a condition requiring such return, transfer or conveyance upon the Association's dissolution, the Association shall transfer its remaining assets to the Members on a pro rata basis determined by the number of Lots owned by a Member in relation to the total number of Lots contained in the Association.

## **ARTICLE XIII**

### **Amendments**

The Board shall have the power to make, alter, amend and repeal the Bylaws of the Association at any regular or special meeting of the Association. Notice of any meeting to amend the Bylaws shall contain a copy of any proposed amendments.

## CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of **Creek Bridge Homeowners Association**, a Missouri nonprofit corporation, and the keeper of its corporate records; that the foregoing Bylaws were duly adopted by the Association's Board as and for the Bylaws of the Association, effective as of the date set forth below; that the foregoing constitute the Bylaws of the Association; and that such Bylaws are now in full force and effect.

Dated: June \_\_, 2015

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\_\_\_\_\_, Secretary