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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BEAR CREEK HOLLOW VILLAS**

This First Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR CREEK HOLLOW VILLAS, (hereinafter "Amendment") is made and declared this ^{3rd} day of ~~NOVEMBER~~ 2017, by the Owners of property within Bear Creek Hollow Villas.

RECITALS:

- A. Bear Creek Hollow Villas Subdivision is a subdivision located in St. Charles County, Missouri, as recorded in Plat Book 31 Page 77 & 78 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- B. That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR CREEK HOLLOW VILLAS is recorded in Book 2396 Page 647 through page 666 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said Declaration of Covenants, Conditions and Restrictions of Bear Creek Hollow Villas is hereinafter referred to as "Declaration".
- C. The last lot/unit owned by Developer has been sold,
- D. That pursuant to Article XIV, Section 14.3 of the Declaration, the Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the eligible Owners.
- E. More than two-thirds (2/3) of the eligible Owners have signed this Amendment.

NOW THEREFORE, the Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR CREEK HOLLOW VILLAS, recorded in Book 2396 Page 647 through page 666 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

Article I Section 1.4 (b) is deleted in its entirety and replaced as follows:



- b. All sanitary and storm sewer facilities, and all utilities, installations, lines and connections for gas, electricity, light, telephone, water, plumbing, cable television wires, except those within the "Units" except such items which are subject to municipal ownership; or jurisdiction and facilities owned by public utility company;

Article I Section 1.8 is deleted in its entirety and replaced as follows:

1.8 "Limited Common Elements" shall mean any item located on the Property which benefits fewer than all of the Owners. Examples include the stoop (front porch), the sidewalk from the stoop to the driveway and the driveway.

A new Article I Section 1.17 is added to read as follows:

1.17 "Quorum" shall mean at a Members' meeting there must be at least 14 eligible voting members and/or their authorized proxies present at a meeting.

Article IV Section 4.1 is deleted in its entirety and replaced as follows:

4.1 Board of Managers. The affairs of the Association shall be managed by a board of Five (5) (the "Board"), to be elected by the Members. The first Board shall consist of managers appointed by the Developer. The first Board shall be appointed when the Developer turns over control of the Association to the Members. Prior to that time, the Developer shall make all decisions and have all of the power of the Board.

Article IV Section 4.3 is deleted in its entirety and replaced as follows:

- 4.3 Duties of the Managers. It shall be the duty of the Board of Managers to:
 - a. cause and be kept a complete record of all financial, tax and corporate affairs and to present a statement thereof the Members at the annual meetings of the Members;
 - b. establish a budget as provided by the Declaration and the By-Laws;
 - c. supervise all officers, agents, and employees of the Association;
 - d. procure and maintain adequate liability insurance for the Board; whether elected or appointed;



- e. cause all officers or employees having fiscal responsibilities to be bonded as they may deem appropriate;
- f. cause the Common Elements and the buildings to be insured;
- g. cause the exterior of the buildings and all Properties to be maintained in presentable and serviceable condition; and
- h. enforce compliance with the requirements of the Declaration the By-laws and the Rules and Regulations.

Article V Section 5.1 is deleted in its entirety and replaced as follows:

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed for a Lot/Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or changes, and (2) special assessment. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, fines, late fees, interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property Lot/Unit which each such assessment is made. Each such assessment, together with late fees, interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot/Unit at the time of the assessment was levied. The personal obligation for delinquent assessment shall not pass to the Owners' successors in the title unless expressly assumed and paid by the successor.

Article V Section 5.2 is deleted in its entirety and replaced as follows:

5.2 Purpose of Assessment. The assessments levied by the Association shall be used generally to promote the recreation, health, safety, and welfare of the Owners; including by way of example:

- 1) The Improvement and maintenance of the Common Elements and the exterior of all buildings;
- 2) The payment of Association taxes;
- 3) The cost of all insurance carried by the Association;
- 4) The utilities in the Common Elements;
- 5) The administration and management costs of the Association;
- 6) The legal, accounting, and auditing fees of the Association;
- 7) Building the reserves of the Association;
- 8) Funds used generally to promote the recreation, health, safety, and welfare of the Owners;
- 9) Those items mentions in ARTICLE VI.



A new Article V Section 5.2(b) is added to read as follows::

- b. Assessments are not to be used for patios, decks, driveways, and Limited Common Elements.

Article V Section 5.3 is deleted in its entirety and replaced as follows:

5.3 The Budget. The Board of Managers shall deliver the budget for review to the Association membership no later than October 1st of each year. The budget shall include (i) those items of expenditures for the maintenance of Common Elements, and any building maintenance required, (ii) a total amount the Board deems necessary to pay the cost of carrying out the Association’s duties, and (iii) a responsible amount to be retained for build-up of a reserve account to prepare for contingencies and/or anticipated maintenance. All in sufficient detail to reasonable inform the Owners. The delivery of the budget shall include a notice of the date for the annual meeting.

Article V Section 5.5(a) is deleted in its entirety and replaced as follows:

- a. For purposes of this meeting, a quorum shall be as defined in section 1.17. A simple majority of the owners present in person or by proxy is required for passage.

Article V Section 5.5(b) is deleted in its entirety and replaced as follows:

- b. The Board of Managers shall discuss and the Owners shall have the opportunity to ask questions about items of expenditure in the proposed budget. Thereafter the budget shall be submitted to a vote of the Owners and shall be approved as noted in section 5.5(a) above.

Article V Section 5.5(d) is deleted in its entirety and replaced as follows:

- d. Each approved change or addition accepted by a vote as provided in item 5.5(a) above shall be added to and become part of the budget for the next succeeding fiscal year.

Article V Section 5.5(e) is deleted in its entirety and replaced as follows:

- e. On or before December 15th each year, the Board of Managers shall determine the final budget by incorporating any budget adjustments as provided herein or as approved at a special meeting and then notify each Owner subject to the



assessment, in writing by email, personal delivery or US mail, of the amount of the assessment pursuant to the Declaration, if different from the preceding annual assessment. The required budget assessment fee income shall be divided by the total number of Lots subject to assessment, and the result shall constitute the next annual assessment for each Owner.

Article V Section 5.7 is deleted in its entirety and replaced as follows:

5.7 Special Assessments. In addition to the annual assessment authorized above, the Board of Managers may levy at any time in an assessment year, a special assessment for any Common Element Improvement, calamity, essential repair, or essential maintenance that exceeds the available funds for such purpose. Written notice of any meeting shall be sent either by e-mail, personal delivery or US mail, along with a ballot to all members not less than ten (10) days nor more than thirty (30) days in advance of a special meeting. Such assessments require a vote at a quorum of eligible Owners who are voting by ballot either personally, by proxy or by mail. A simple majority of those present is required for approval. Payment to be made within 60 days.

Article V Section 5.8 is deleted in its entirety and replaced as follows:

5.8 Calamity. In the event of any calamity, emergency, or threat to the Property and/or Units, Section 5.7 shall not apply. The Board may take corrective action it deems appropriate and if the expenditures are not fully recoverable (such as through insurance) the Board may levy a special assessment sufficient to make up the shortfall.

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Article VI Section 6.1(a) is deleted in its entirety and replaced as follows:

- a. The responsibility for the maintenance or repair of items is set out in Table A:

ASSOCIATION RESPONSIBILITY	Obligation of Owner	Obligation of Association
Monument at Entrance*	NONE	ALL COST
Maintenance and Utilities to Common Elements*	NONE	ALL COST
Roofs*	NONE	ALL COST
Gutters & Downspouts*	NONE	ALL COST
Downspouts and Underground/Buried Drains*	NONE	ALL COST
Exterior Building Surfaces*	NONE	ALL COST
Painting shutters and entrance doors and caulking around Windows, Garage Doors*	NONE	ALL COST
Irrigation System including watering grass*	NONE	ALL COST
Lawn Care: includes all grass cutting and replacement of trees with one up to 2 inches in diameter.	NONE	ALL COST
Repair or Replace grinder pump as determined by Association*	NONE	ALL COST
Snow Removal*	NONE	ALL COST
Protection against Termites*	NONE	ALL COST
Builder and or Association installed tie walls*	NONE	ALL COST
Mail Boxes*	NONE	ALL COST
OWNER RESPONSIBILITY	Obligation of Owner	Obligation of Association
Landscaping: All shrubs and planting in front, rear and side except the one tree in front of villas**	ALL COST	NONE
Glass Surfaces of Exterior Doors and Windows including screens**	ALL COST	NONE
Garage Doors**	ALL COST	NONE
Storm Doors**	ALL COST	NONE
HVAC/Air Conditioning Units	ALL COST	NONE
Decks, Stairs & Patios (including screens)**	ALL COST	NONE
Driveways**	ALL COST	NONE
Private walks, stoops and steps	ALL COST	NONE
Sump Pump Drains	ALL COST	NONE
Exterior Water Faucets	ALL COST	NONE
Exterior Lights and Electric Outlets	ALL COST	NONE
Dryer/Fan Vents	ALL COST	NONE
Additions added by Owner after Build-Out**	ALL COST	NONE
Interior Protection against infestation by insects to individual Unit	ALL COST	NONE
*Special Assessments may be imposed by the Association		
**With Board and Standards Committee Approval		

Article VI Section 6.2(a) is deleted in its entirety and replaced as follows:

- a. An Owner shall have the responsibility to perform maintenance or repairs as specified in Table A contained in 6.1(a).

Article VIII Section 8.2 is deleted in its entirety and replaced as follows:

8.2 Standards Committee. The Board of Managers shall appoint a Standards Committee consisting of at least three (3) members of the Association. The committee shall include one Board member. The chairperson need not be a Board member. The Board shall be responsible for keeping maintenance records on each villa and any maintenance done to common elements.

Article VIII Section 8.3 is deleted in its entirety and replaced as follows:

8.3 Standards for Addition, Changes, or Alterations. No building, fence, wall, plumbing, wiring, or other structure or system shall be commenced, erected, installed in, or maintained upon the Association Property, nor shall any exterior addition to or change or alteration be made to buildings or grounds until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Board of Managers. Such review and approval shall take into consideration the harmony of the external design and location in relation to surrounding structures and topography by the Board of Managers. Additions, changes, or alterations shall not begin prior to the Board of Manager's approval. A request for change, addition, or alteration, shall include two (2) sets of plans depicting the details of construction including material identification and specifications. These shall be delivered to the Standards Committee for review. After review one copy is forwarded to the board. Subsequently a copy of the approval and or rejection is returned to the requesting party.

Article X Section 10.2 is deleted in its entirety and replaced as follows:

10.2 Fences. No fences, underground fences, wireless fences, or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Property unless approved by the Board of Managers

All remaining terms, conditions, restrictions and provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR CREEK HOLLOW VILLAS, as recorded with the Recorder of Deeds of St. Charles County, Missouri which are not specifically amended or modified by this instrument, shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned have executed this First Amendment To The Declaration of Covenants, Conditions and Restrictions Of Bear Creek Hollow Villas on the day and year first written, in accordance with the Declaration.

BEAR CREEK HOLLOW VILLAS OWNERS ASSOCIATION

By Clifford M Smith
CLIFFORD M SMITH President

By Jerry Jones
JERRY JONES Vice-President

By Donald R Waelbling
Donald R. Waelbling Treasurer

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

On this 3rd day of November, 2017, before me personally appeared Clifford M. Smith, Jerry Jones and Donald Waelbling being Directors of BEAR CREEK HOLLOW VILLAS, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed official seal in St. Charles County, Missouri, the day and year first above written

KARLA K. UTHLAUT
Notary Public - Notary Seal
State of Missouri
Commissioned for Montgomery County
My Commission Expires: March 29, 2020
Commission Number: 12481040

Karla K. Uthlaut
Notary Public

My Commission Expires: