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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:CGRAF

**2011 AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF THE VILLAS OF INDIGO RUN AT BEAR CREEK**

October 6, 2011

In all respects the Sections of the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE VILLAS OF INDIGO RUN AT BEAR CREEK not mentioned herein shall remain the same unless they are specifically changed or deleted.

Section 1. of ARTICLE I is changed to read as follows:

"Section 1. 'Association' shall mean and refer to the VILLAS OF INDIGO RUN AT BEAR CREEK ASSOCIATION, which is an unincorporated Association. The Association's Board of Directors at any time, may, by Board resolution incorporate the Association as a Non-Profit Corporation. In such event said Corporation shall be the legal successor and interest to the Board of Directors or Trustees as said terms are used in Section 2."

No other changes are made to ARTICLE I by this Amendment.

The following changes are made to ARTICLE II:

"ARTICLE II

PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 4. Streets. All streets located upon the properties have been dedicated and accepted by the City of Wentzville, Missouri. The streets are maintained for public use by the City of Wentzville which assumed all the responsibilities of maintenance upon acceptance.

Section 5. Personal Residence. Each Lot shall be used for single family, residential purposes only; no trade or business of any kind may be carried on therein.



No commercial activity of any kind shall be conducted on any lot or in any unit.

Notwithstanding the above, home occupations are permitted, subject to the City of Wentzville's ordinances.

Section 6. Parking Regulations. No commercial vehicles (including any vehicles with signage advertising a commercial enterprise), jet skis, boats, house or other trailers, recreational or farming vehicles shall be permitted to be parked or stored on any street (public or otherwise), common elements, or Lot, except in the Lot Owner's garage. No trucks in excess of 3/4 ton and/or their trailers (if any), except non-commercial passenger pickup trucks, shall be permitted to be parked or stored on any Lot except during periods of approved construction on the Lot. This parking prohibition shall not apply to the above-referenced vehicles which are parked for no more than twenty-four (24) consecutive hours, limited to pick-up, delivery or other commercial services to the Lot or Unit, including loading and unloading of such vehicles.

Section 7. Structures and Landscaping. No structures of any character (the definition of structure shall include, but not be limited to basketball poles and backboards) shall be allowed at any time on an Lot or the Common Elements without the express written permission of the Board of Directors. Lot Owners may have no more than five (5) decorative objects, such as statues, bird baths, fountains, flags, or flower pots in their front yards without Board approval. Lot Owners placing plants and/or statues by their units shall be responsible for any increased maintenance which results therefrom. Said plants and statues shall not appear unsightly or offensive as determined by the Board of Directors. Lot Owners shall be responsible for any damage to the unit caused by said plants or the act of their planting. The Board of Directors may require the removal of any or all such plants or statues at the Board's sole discretion. No Lot Owner shall plant or remove any plant located on the Common Elements. All rear exterior landscaping must have a plan that is submitted to and approved by the Board of Directors. After such approval and installation of landscaping, all landscaping is to be properly maintained and if not so maintained, then, upon request of the Board of Directors, is to be removed. If the landscaping is not removed within fifteen (15) days of such request, then the Board of Directors may remove such landscaping and all costs associated with such removal are to be borne by such Lot Owners as if those costs were an assessment.

Section 8. Fences, Walls and Decks. No fence, wall or deck of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the properties unless approved in writing by the Board of Directors and the City of Wentzville, Missouri, if necessary. If such fence, wall or deck is permitted, the enclosed areas of such shall be maintained by the Lot Owner, and the Association may assess an individual assessment against the Lot or



Unit Owner of the property for the maintenance of such fence, wall or deck and such amount is subject to enforcement as any other assessment referred to herein.

Section 9. Signs. Realtor style For Sale signs are allowed on properties for sale. They must be placed in the mulch or in an area which would not interfere with lawn maintenance. Temporary placement of political signs are allowed beginning one (1) month prior to the election and must be removed within three (3) days after the election takes place. For Rent signs are prohibited. All exterior Christmas decorations are not permitted to be displayed before November 15th of each year and must be removed by January 15th of the next year."

No other changes are made in ARTICLE II.

No changes are made to ARTICLES III.

The following changes are made to ARTICLE IV:

"ARTICLE IV

MAINTENANCE ASSESSMENTS

Section 1. General. Each owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed covenants and agrees to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments for capital or other necessary improvements, as hereinafter provided; and (3) Special Assessments not requiring a vote of the Owners for the purpose of complying with local, state or federal ordinances and/or statutes. The Annual and Special Assessments, together with interest, court costs, sheriff's fees, special service fees and reasonable attorney's fees, as hereinafter provided, shall 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, collection costs, service fees, sheriff's fees and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Purpose. The Assessments levied by the Association shall generally be used as follows: (a) to implement the intent of these Declarations; (b) the improvements, maintenance, repair and/or replacements of the Common Elements at the sole discretion of the Board of Directs; (c) the maintenance of each Lot which is to include, but not be limited to, lawn care and snow removal in the sole discretion of the association; (d) those items mentioned in ARTICLE V; (e) the costs of all insurance carried by the Association; (f) the provision of utilities in the Common Elements; (g) the administrative and management costs of the Association; (h) legal, accounting and auditing fees of the Association; (i) such



other expenses as determined from time to time by the Board of Directors; and (j) to build reserves for the Association.

Section 3. Establishment of Assessment.

(a) Each year, prior to the annual October meeting, the Board of Directors shall present the Owners with a budget showing the total amount necessary to pay the cost of carrying out the Association's duties, together with a reasonable amount considered by the Board to be necessary for contingencies for the following year.

(b) Any such proposed budget may be defeated by two-thirds (2/3) votes of the Owners present at such duly called meeting whereupon the Board of Directors shall re-estimate the amounts necessary to carry out the Association's duties, and shall resubmit such estimates for approval at that or a subsequent meeting as required by this subparagraph. In the event that the Association is unable to obtain the required approval or ratification of the proposed budget, as the case may be, then the existing budget shall remain in place with an automatic five percent (5%) increase each year until such time as the budget is approved or ratified according to this Declaration.

(c) At least ten (10) days before, but not more than sixty (60) days before the Annual Meeting, the Board shall notify in writing each owner, subject to Assessment of the amount of the assessment established in subparagraph (a) or (b) hereof, if different from the preceding Annual Assessment."

No changes are made to Section 4.

"Section 5. Notice and Quorum for Assessment Meetings. Notwithstanding any other notice or quorum requirements stated elsewhere in the Declaration, written notice of any meeting called for the purpose of taking actions authorized under Section 3. or 4. of this ARTICLE shall be sent to all owners not less than ten (10) days nor more than sixty (60) days in advance of the meeting. Notification will follow the procedures outlined in ARTICLE III Section 2. At the first such meeting, the presence of Owners and/or proxies entitled to cast fifty-one percent (51%) of all the votes of each Class of Owners shall constitute a quorum. If the required quorum is not present, a second meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum requirements at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting wherein a quorum was not present.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate based on monthly assessment for all single or double Units."



There are no other changes to ARTICLE IV.

ARTICLE V is changed to read as follows:

"ARTICLE V

EXTERIOR MAINTENANCE

The Association shall be responsible for maintenance of the Common Elements. In addition, the Association shall be responsible for exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, including 2 inch diameter trees, live shrubs, grass and other exterior improvements, but which shall not include stoops, skylights, private walks, satellite dishes, driveways, decks, patios, glass surfaces of exterior doors, garage doors, and windows, or the screened surfaces of interior surfaces of screened in decks or patios. Decks are to remain the responsibility of each Unit owner. Decks are to be kept in good repair and of a non-fading earthtone color. White is considered an earthtone color. The general rule is to have decks tastefully decorated/ colored in a way that continues to enhance the esthetics and values of the properties as a whole. Driveways are to be kept in good repair and sealed with non-slippery sealant as needed. The list of Association responsibilities for maintenance or repair and Homeowners' responsibilities are included in our C&R's."

There are no other changes to ARTICLE V.

ARTICLE VI is changed as follows:

"ARTICLE VI

INSURANCE, UTILITIES AND TRASH REMOVAL"

There are no changes made to Section 1.

"Section 2. Utilities. Lot Owners are responsible for all utilities which are individually billed or metered and serving only one Lot. Said utilities include, but are not limited to, water, sewer, gas, electric, telephone and cable/digital satellite TV. The location and type of all satellite dishes must be approved by the Board.

Section 3. Trash Removal. The City of Wentzville currently is the contract for one vendor for trash pickup for Bear Creek. If this contract should terminate, the Board in its sole discretion may enter into a contract with one vendor for trash pickup. All Lot Owners shall be required to use the trash pickup company negotiated by the Board."



There are no other changes to ARTICLE VI.

ARTICLE VII is changed as follows:

"ARTICLE VII

PARKING

Each single unit shall have three (3) inside garage parking spaces and each double lot shall have two (2) inside garage parking spaces which shall not be a Common Element. See ARTICLE II, Section 6; Page 8 for additional restrictions."

ARTICLE VIII is changed as follows:

"ARTICLE VIII

ARCHITECTURAL CONTROL AND OTHER COMMITTEES"

"Section 1.

(b) Fees for Review. If the Architectural Control Committee incurs costs, the Board of Directors may establish a reasonable fee for review of any proposed plans or changes.

(c) Guidelines. The Architectural Control Committee may, with full Board approval, adopt reasonable guidelines to facilitate the review of proposed plans or changes."

There are no other changes in ARTICLE VIII.

ARTICLE IX is changed as follows:

"ARTICLE IX

GENERAL PROVISIONS"

There are no changes in Sections 1. through and including 9. of ARTICLE IX.

"Section 10. Powers of the Association."

Powers (a) through (e) are not changed.

"(f) Establish the fiscal year of the Association which will be from October 1st to September 30th of the following year.

(g) Establish the principal office of the Association, which shall be P. O. Box 173, Wentzville, Missouri 63385 until changed by the Board of Directors."

Sections 10. (h) and (i) are not changed.



"(j) Effect the interest and purposes of the Association.

(k) Bring suit or arbitration matters to enforce or carry out the terms of this Declaration.

(l) If the Association should decide to incorporate, the Board would have all the powers provided under Chapter 355, RSMo.

(m) Notwithstanding any of the above provisions, the Directors may permit variances on a case-by-case basis or blanket variances as may be contained in the Rules and Regulations which may be amended from time to time.

(n) The VILLAS OF INDIGO RUN are also bound by the Master Declaration of Covenants and Restrictions of BEAR CREEK ESTATES."

In all other respects, the original DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE VILLAS OF INDIGO RUN AT BEAR CREEK shall remain in full force and effect unless said provisions are specifically changed or deleted by the terms of this Amendment.

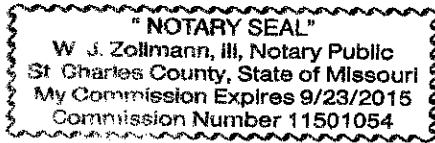
Cheryl Dwiggin
CHERYL DWIGGINS PRESIDENT

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

On this 6th day of October, 2011, before me personally appeared **CHERYL DWIGGINS**, to me known to be the person described in and who executed the foregoing amendments to the Declaration of Covenants, Conditions, Easements and Restrictions of the VILLAS OF INDIGO RUN AT BEAR CREEK, and the said **CHERYL DWIGGINS** did further declare that she signed the foregoing as President of the VILLAS OF INDIGO RUN AT BEAR CREEK, a NonProfit Corporation, Charter No. N00779513, and did further declare that the foregoing Amendments were passed by the requisite number of land owners as required by the Covenants, Conditions, Easements and Restrictions of the VILLAS OF INDIGO RUN AT BEAR CREEK.



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



W. J. ZOLLMANN, III NOTARY PUBLIC
Commissioned in St. Charles Co., MO
My term expires September 23, 2015.
Commission No. 11501054