



20120905000671980 AMRESTR

Bk:DE5849 Pg:739  
09/05/2012 04:13:11 PM 1/7

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

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

May 29, 2012

In all respects 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 deleted.

The following amendments are made to ARTICLE I :

“ARTICLE I

DEFINITIONS

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, by Board resolution may incorporate the Association as a Not-For-Profit Corporation. In such event, said Corporation shall be the legal successor and interest of the Board of Directors or Trustees as said terms are used herein.”

A new paragraph (c) is added to Section 4. Common Elements.

(c) All building interior & exterior according to builder’ grade, for the base model of any particular unit but no betterments and improvements above the base model for any particular unit.”

The following amendments are made to ARTICLE II:

“ARTICLE II

PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 4. Streets. All streets located within THE VILLAS OF INDIGO RUN AT BEAR CREEK have been dedicated and accepted by the City of Wentzville, Missouri which have assumed all responsibilities therefore.

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 allowed under the City of Wentzville's Zoning ordinances are permitted.

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 ¾ ton and/or their trailers (if any), except non-commercial passenger pickup trucks, shall be permitted to be parked or stored on any Lot including driveways 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 the 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 any 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, unless approved by the Board of Directors. All rear exterior landscaping must have a plan that is submitted to and approved by the Board of Directors beforehand. After such approval and installation of landscaping, all landscaping is to be properly maintained and if not maintained, then upon request by the Board of Directors, shall 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 therewith shall be borne by the Lot Owner just 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 unless approved beforehand 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 area of such shall be maintained by the Lot Owner, and the Association may assess individual assessments against the Lot Owner 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 that are for sale. They must be placed in the mulch or in an area which will not interfere with lawn maintenance. Temporary placement of political signs is allowed beginning one (1) month prior to the election and must be removed within three (3) days after the appropriate election. For Rent signs are prohibited. All exterior Christmas decorations are not permitted to be displayed before November 15<sup>th</sup> of each year and must be removed by January 15<sup>th</sup> of the following year.”

The following Amendments 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 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 statues. The Annual and Special Assessments, together with interest, costs including sheriff and service fees and reasonable attorneys’ 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 and reasonable attorneys’ fees, shall also 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 additional Declarations; (b) the improvements, maintenance, repair and/or replacement of the Common Elements is at the sole discretion of the Board of Directors; (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 future unexpected expenses of 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 of Directors 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, as the case may be, of the proposed budge, then the existing budge shall remain in place with an automatic five percent (5%) increase each year until such time as the budge is ratified according to the requirements of this subparagraph.

(c) At least ten (10) days, but no more than sixty (60) days beforehand, the Board of Directors shall notify each Owner subject to Assessment, in writing, of the amount of the Assessment established in subparagraph (a) or (b) hereof, if different from the preceding Annual Assessment.

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 Sections 3. or 4. of this ARTICLE shall be sent to all Owners not less than ten (10) days or more than sixty (60) days in advance of the meeting. Notification will follow the procedures outline in ARTICLE III Section 2. At the first such meeting, the presence of Owners and/or of 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."

The following Amendment is made to ARTICLE V:

"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, 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 unless damage to the above items are the result of a catastrophic incident, such as, but not limited to, windstorm, tornado, lightning strike or fire.. Decks are to remain the responsibility of each Villa Owner.”

The following Amendments are made to ARTICLE VI:

“ARTICLE VI

INSURANCE, UTILITIES AND TRASH REMOVAL

Section 1. Insurance. Commencing not later than the time of the first (1<sup>st</sup>) conveyance of a Lot to a person other than the declarant, the Association shall maintain a Master Insurance Policy to provide for insurance of the Common Elements. The Master Insurance Policy carried by the Association will cover the dwellings with the interior of the dwelling to be billed out to builder’s grade base model for that Unit. The Owner is responsible for insuring all betterments and improvements to their Unit as well as the Owner’s personal property and liability coverages.

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. All satellite dishes must be approved by the Board of Directors.

Section 3. Trash Removal. The City of Wentzville currently has a contract for one vendor for trash pickup for Bear Creek. If this contract should terminate, the Board of Directors, in its sole discretion, can 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 of Directors.”

The following Amendment is made to ARTICLE VII:

“ARTICLE VII

PARKING

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

The following Amendments are made to ARTICLE IX:

“ARTICLE IX

GENERAL PROVISIONS



Section 10. Powers of the Association.

(f) Establish the fiscal year of the Association which will be from October 1<sup>st</sup> to September 30<sup>th</sup>.

(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.

(j) Effect the interest and purposes of the Declaration.

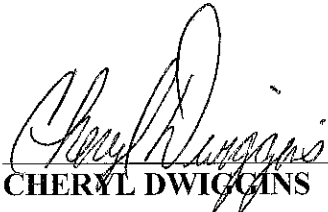
(k) Bring suit or arbitration matters to enforce or carry out the terms of this Declaration.

(l) If the Association should incorporate, the Board of Directors would have the powers provided under Chapter, 355, RSMo.

(m) Notwithstanding any of the above restrictions, the Board of 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 C & R's 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 DWIGGINS      PRESIDENT



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

On this 25<sup>th</sup> day of July, 2012, 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.

"NOTARY SEAL"  
W. J. Zollmann, III, Notary Public  
St. Charles County, State of Missouri  
My Commission Expires 9/23/2015  
Commission Number 11501054

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