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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY JSTUTSMAN \$33.00

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**AMENDMENT TO MASTER DECLARATION OF COVENANTS
AND RESTRICTIONS OF BEAR CREEK ESTATES**

This Amendment to Master Declaration of Covenants and Restrictions of Bear Creek Estates, (hereinafter "Amendment") is made and entered into this 1st day of October, 2015, by DEMIEN DEVELOPMENT COMPANY, a Missouri corporation, (hereinafter referred to as "Developer").

RECITALS:

A. Bear Creek Estates is a subdivision located in St. Charles County, Missouri, as recorded in Plat Book 35 Page 47 of the Office of the Recorder of Deeds of St. Charles County, Missouri.

B. That the Master Declaration of Covenants and Restrictions of Bear Creek Estates are recorded in Book 1994 Page 1643 through Page 1653 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said Master Declaration of Covenants and Restrictions of Bear Creek Estates is hereinafter referred to as "Declaration".

C. That pursuant to Section G of the Declaration, the Declaration may be amended by the Developer so long as the Developer owns any lot in the subdivision.

D. That the Developer owns two (2) lots, 50A and 52A, in the subdivision and therefore the Developer may amend the Declaration as set forth herein.

E. That it is the intention of the Developer to amend the Declaration to provide for fines in the event of violations of these covenants and restrictions.

F. That it is also the intention of the Developer to amend the Declaration to change the procedure for amending the Declaration to one that requires a vote of the lot owners at a meeting to empower the Trustees to amend, rather than requiring a lot owner to physically execute the amendment.



NOW, THEREFORE, the Developer hereby amends and modifies the Master Declaration of Covenants and Restrictions of Bear Creek Estates, recorded in Book 1994 Page 1643 through 1653 of the Office of the Recorder of Deeds of St. Charles County, Missouri, as follows:

1. Paragraph G, Term and Amendment, is deleted, in its entirety, and hereby replaced by the following Paragraph G:

“G. TERM AND AMENDMENT: These covenants and restrictions shall perpetually run with the land and shall be binding upon and inure to the benefit of all lot owners, their heirs, successors, assigns, and all persons claiming under them. So long as Declarant shall own any lot in the subdivision, Declarant shall have the right to amend these covenants and restrictions in any manner by an instrument executed and recorded by Declarant. Following the time that Declarant no longer owns any lot in the subdivision, these covenants and restrictions may only be amended in accordance with the following procedure:

1. The Trustees shall unanimously propose an amendment to the Declaration.
2. A meeting of all lot owners shall be called for the purpose of approving the proposed amendment to the Declaration. A Notice of Meeting shall be given to each lot owner in accordance with Paragraph H, notifying each lot owner of the date, time, and purpose of the meeting, and such notice must include a copy of the proposed amendment. This Notice must be given at least fourteen (14) days prior to the date of the meeting. No substantive changes to the amendment will be allowed at the meeting.
3. At the meeting, a vote shall be taken where each lot is allowed one vote for or against the amendment. Multiple owners of a single lot shall not have multiple votes. Each lot shall only have one vote. Votes may be cast by signed proxy, but only if delivered to the Trustees prior to the vote. Two-thirds (2/3) of all lot owners present at the meeting or voting by proxy must approve the amendment for it to become effective.
4. If approved, the Trustees shall cause a signed affidavit, including the amendment, to be recorded in the Office of the Recorder of Deeds of St. Charles, Missouri.”

2. Paragraph J, Violations, is deleted in its entirety and replaced with the following Paragraph J:

“J. VIOLATIONS: The Trustees or any lot 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. Failure by the Trustees or by any lot owner to



enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any failure to pay an assessment or any other violation by any lot owner of any of the provisions of this Declaration, the Trustees shall have the right to proceed in the following manner:

1. The Trustees shall notify the lot owner of the violation in writing, requesting correction or remediation of the violation within five (5) days.
2. If the lot owner fails to correct or remedy the violation within five (5) days, the Trustees shall have the authority to impose a fine against the lot owner in an amount which shall not exceed One-Hundred Dollars and No/100ths (\$100.00) per day. The Trustees shall provide notice of the fine to the lot owner. The fine shall become due and payable within thirty (30) days after notice is given. This fine shall be considered a separate assessment on the lot owner in addition to the lot owner's usual and regular monthly or annual assessment.
3. From and after the date when said fine is due, it shall bear interest at one percent (1.0%) per month until fully paid, and such assessment and interest including the expense of the Trustees in perfecting the lien, court costs, and attorney fees shall constitute a lien upon said Lot and said lien shall continue in full force and effect until said amount is fully paid. Provided, however, that such lien shall never be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.

In any such action instituted by the Trustees, the Trustees shall have the right to collect reasonable attorney's fees and costs of suit. In any such action instituted by a lot owner against another lot owner, neither party shall have the right to collect reasonable attorneys fees from the other and the court shall assess costs of suit. In any such action instituted by a lot owner against the Trustees in which the Trustees are the prevailing party, the Trustees shall have the right to collect reasonable attorney's fees and costs of suit.

4. Notice of Assignment of Stormwater Improvements Easement and Maintenance Agreement.

a. Notice is given that Developer did assign that certain Stormwater Improvements Easement and Maintenance Agreement dated June 18, 1997, by and between the City of Wentzville, Missouri and Demien Development Company, (hereinafter "Stormwater Agreement") to the Bear Creek Golf, LLC, a Missouri limited liability company, on October 23, 2013 and said assignment is recorded in Book DE6111, Page 79 of the Office of Recorder of Deeds of St. Charles County, Missouri.

b. Pursuant to said assignment, Bear Creek Golf, LLC did assume all "Maintenance" obligations as set forth in Paragraph 3 of the Stormwater



Agreement and is therefore responsible for maintaining the Stormwater Detention Improvements, as defined in the Stormwater Agreement, in good repair, all as specifically set forth in Paragraph 3 of said Stormwater Agreement.

c. Further, Bear Creek Golf, LLC did agree to accept the Stormwater Improvement Easements, as described in Paragraph 1 of the Stormwater Agreement and Bear Creek Golf, LLC accepted said easements for the purpose of constructing, operating and maintaining the Storm Water Detention Improvements, all for the use, enjoyment and benefit of the District Property, as described in the Stormwater Agreement.

d. Further, bear Creek golf, LLC did agree that it possesses the experience and financial capability to undertake and complete the duties and obligations set forth in the Stormwater Agreement, so as to provide for and support the assignment of the Stormwater Agreement as set forth above.

5. Notice of Assignment of Bear Creek Golf Community Development Agreement.

a. Notice is given that Developer did assign that certain Bear Creek Golf Community Development Agreement dated April 9, 1997, by and between the City of Wentzville, Missouri and Demien Development Company, (hereinafter "Development Agreement") to Bear Creek Golf, LLC, a Missouri limited liability company, on October 23, 2013, and said assignment is recorded in Book DE6112, Page 1385 of the Office of Recorder of Deeds of St. Charles County, Missouri.

b. Pursuant to said assignment, Bear Creek Golf, LLC did assume to become the "Developer" under the Development Agreement and agree to undertake the "Developer Undertakings", as set forth in Article III, Section 3.3 of the Development Agreement, to the extent said Developer Undertakings have not been completed by Demien Development Company as of the date of said assignment.

c. Further, Bear Creek Golf, LLC expressly assumed all obligations to perform the Covenants Related to Property, as described in Article V, Section 5.2 of the Development Agreement.

d. Further, Bear Creek Golf, LLC agreed and acknowledged that it has the experience and financial capability to undertake and complete the duties and obligations as set forth in the Development Agreement, as required by Section 5.1 of the Development Agreement, so as to support said assignment.

6. All remaining terms, conditions, restrictions and provisions of the Master Declaration of Covenants and Restrictions of Bear Creek Estates, as recorded in the Office of the

