

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

WHEREAS, Declaration of Covenants, Conditions, Easements and Restrictions of the Villas of Indigo Run at Bear Creek (hereinafter "Declaration") were made on the 4<sup>th</sup> day of August, 1999, and were filed with the Recorder of Deeds Office of St. Charles County, Missouri in Book 2292 Page 1847;

WHEREAS, Article IX, Section 5 of said Declaration provides for the amendment of said Declaration, and provides that Aiello Terbrock Construction, Inc. may amend said Declaration at any time and without prior notice to, and without the consent of, any person or entity so long as Aiello Terbrock Construction, Inc. owns one lot as defined in Article I, Section 6 of the Declaration; and

WHEREAS, Aiello Terbrock Construction, Inc., as of the date of said amendment owns one or more lots as defined in Article I, Section 6 of the Declaration.

NOW, THEREFORE, Aiello Terbrock Construction, Inc., being the owner of one or more of said lots, makes the following amendments to the Declaration:

1. The first sentence of Article I, Section 1 is hereby deleted, and a new first sentence of Article I, Section 1 shall be as follows:

"Section 1. "Association" shall mean and refer to The Villas of Indigo Run at Bear Creek Association, which is an unincorporated Association."

2. Article II, Section 7 is hereby deleted in its entirety, and a new Article II, Section 7 shall be as follows:

"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. However, Lot Owners may place a maximum of two (2) plants and two (2) statutes within ten (10) feet of the rear of their unit so long as said plants and statutes are less than two (2) feet tall and less than two (2) feet wide. Lot Owners placing plants and/or statutes by their units shall be responsible for any increased maintenance which results therefrom. Said plants and statutes 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 statutes at the Board's sole discretion. No Lot Owner shall plant or remove any plant located on the Common Elements."

3. The last sentence of Article II, Section 8 is hereby deleted, and a new last sentence of Article II, Section 8 shall be as follows:

“All rear exterior portions of such fence, wall or deck are to 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.”

4. The first sentence of Article III, Section 2 is hereby deleted, and a new first sentence of Article III, Section 2 shall be as follows:

“Section 2. Meetings of the Association. There shall be an annual meeting of the Association (subject to the provisions of Section 2(a) hereof) to be held on the second Thursday of November of each year during the term of the Declaration, said meeting to be held at a convenient place in the City of Wentzville.”

5. The word “soir” in Article III, Section 3, subparagraph (a) (i) is hereby replaced with the word “or”.

6. The first sentence of Article IV, Section 3, subparagraph (a) is hereby deleted, and a new first sentence of Article IV, Section 3, subparagraph (a) shall be as follows:

“Section 3. Establishment of Assessment. (a) Each year, prior to December 15, at a meeting duly called for such purpose, the Board of Directors shall present the Owners with a budget showing the total amount necessary to pay the costs 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.”

7. The first sentence of Article IV, Section 3, subparagraph (c) is hereby deleted, and a new first sentence of Article IV, Section 3, subparagraph (c) shall be as follows:

“On or before December 15 each year, the Board 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.”

8. Article V is hereby deleted in its entirety, and a new Article V shall be as follows:

“Article V EXTERIOR MAINTENANCE. The Association shall be responsible for the 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 trees, shrubs,

grass, public walks, 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 be stained at least once every two years with TWP Cedartone product, or a similar Cedartone stain if TWP is unavailable. Driveways are to be sealed at least once a year. Lot Owners shall maintain the landscaping on the sides and backs of their respective Units; however, the Association shall be responsible for all grass mowing and fertilizing.

9. The first sentence of Article IX, Section 5 is hereby deleted, and a new first sentence of Article IV, Section 3, subparagraph (c) shall be as follows:

“Section 5. Amendment. This Additional Declaration may be amended during the first ten (10) years by an instrument approved by vote or agreement of not less than sixty-five percent (65%) of the Owners, and, thereafter, by an instrument approved by vote or agreement of not less than fifty-one percent (51%) of the Owners.”

IN WITNESS WHEREOF, Aiello Terbrock Construction, Inc., has caused this amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Villas of Indigo Run at Bear Creek to be executed on the 16th day of Sept., 2002.

AIELLO TERBROCK CONSTRUCTION, INC.

By: [Signature]  
ANTHONY AIELLO, President

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

ON THIS 16th day of September, 2002, before me personally appeared Anthony Aiello, President of Aiello Terbrock Construction, Inc., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said corporation and with the consent and proper approval of the Board of Directors of Aiello Terbrock Construction, Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this 16 day of Sept, 2002.

[Signature]  
Notary Public

My commission expires:

