

ARTICLE I

DEFINITIONS

Disclaimer. No changes made.

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 this Association as a nonprofit corporation. In such event, said corporation shall be the legal successor in interest to the Board of Directors or Trustees as said terms are used in Section 2.

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Section 2. No changes made.

Section 3. No changes made.

Section 4. No changes made.

Section 5. No changes made.

Section 6. No changes made.

Book 2292 Page 1850

Section 7. No changes made.

Section 8. No changes made.

Section 9. No changes made.

Book 2292 Page 1851

Section 10. No changes made.

Section 11. No changes made.

ARTICLE II

PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 1. Ownership of Common Elements. No changes made.

Section 2. Easements

(a) Easement in Gross. No changes made.

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(b) Right to Grant Easement. No changes made.

(c) Declarant's Reserved Easement. No changes made.

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(d) Utility Easements. No changes made.

(e) Easements Created in this Agreement Run with the Land. No changes made.

(f) Owner's Easement of Enjoyment. No changes made.

Section 3. Conveyance of Common Elements. No changes made.

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 of the responsibilities 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 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 consecutive hours, limited to the pickup, 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. 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 maintained, then upon request by 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 Owner as if those costs were an assessment.

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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 area 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 will 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.

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Section 10. Nuisances. No changes made  
Section 11. Rules and Regulations. No changes made  
Section 12. Owner's Easements of Enjoyment. No changes made  
Section 13. Encroachment. No changes made

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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, costs including sheriff and 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 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 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 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 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 budget, then the existing budget shall remain in place with an automatic five percent (5%) increase each year until such time as the budget is ratified according to this Declaration.

(c) At least ten (10) days but no more than sixty (60) days, 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.

### Section 4. Special Assessments.

No changes made.

### 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 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 of proxies entitled to cast

fifty-one (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

required quorum 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.

Section 7. Commencement of Annual Assessments. No changes made.

Section 8. Nonpayment of or Delinquent Assessments. No changes made.

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#### 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 2 inch diameter trees, like 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 Villa Owner. They are to be kept in good repair and of a non-fading earth

tone color. White is considered an earth tone color. The general rule is to have decks tastefully

decorated/colored in a way that continues to enhance the aesthetics and values of the properties

as a whole. Driveways are to be kept in good repair and sealed with a non-slippery sealant at

owner's expense as needed. The list of Association Responsibilities for Maintenance or Repair

and Homeowner's responsibilities, are included in our C & R's.

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#### ARTICLE VI

### INSURANCE, UTILITIES AND TRASH REMOVAL

Section 1. Insurance. No changes made.

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 T. V. All satellite dishes must be approved by the

Board.

Section 3. Trash Removal. The City of Wentzville currently has a contract for one vendor for

trash pick-up for Bear Creek. If this contract should terminate, the Board, in its sole discretion,

can enter into a contract with one vendor for trash pick-up. All Lot owners shall be required to use the trash pick-up company negotiated by the Board.

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ARTICLE VII

PARKING

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

ARTICLE VIII

ARCHITECTURAL CONTROL AND OTHER COMMITTEES

Section 1. Architectural Control Committee Applicability. No changes made.  
(a) Additions, Changes or Alterations. No changes made.

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(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 changes.

(c) Guidelines. The Architectural Control Committee may adopt reasonable guidelines to

facilitate the review of proposed changes with full Board approval.

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ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. No changes made.

Section 2. Severability. No changes made.

Section 3. Mortgage Rights. No changes made.

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Section 4. Duration. No changes made.

Section 5. Amendment. No changes made.

Book 2292 Page 1873

Section 6. Attorneys' Fees. No changes made.

Section 7. Arbitration. No changes made.

Book 2292 Page 1874

Section 8. Indemnification. No changes made.

Section 9. Compliance with Laws, Etc. No changes made.

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Section 10. Powers of the Association.

(a) through (e) No changes made.

(f) establish the fiscal year of the Association which will be from October 1st. to September

30th.

(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;

(h) No changes made.

(i) No changes made.

(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 would have the powers provided under

Chapter 355, R. S. Mo.

(m) Notwithstanding any of the above restrictions, 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 C & R's of Bear

Creek Estates.