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**CERTIFIED-FILED FOR RECORD**

**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: KAUERSWALD \$114.00

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Title: AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CROSSING AT  
BELLA VISTA

Date: May 14, 2018

Grantors: Payne Family Homes, LLC  
Addresses: 10407 Baur Blvd., Suite B, St. Louis, MO 63132

Grantee: Crossing at Bella Vista Homeowners Association  
Address: 10407 Baur Blvd., Suite B, St. Louis, MO 63132

Legal Description: See Exhibit A

Reference Book and pages: Plat Book 49, pages 174-176  
Book DE6749, page 1923

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.



**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
THE CROSSING AT BELLA VISTA**

**PRELIMINARY STATEMENT**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CROSSING AT BELLA VISTA (this “Amended and Restated Declaration” or this “Declaration” as the case may be) amends and restates in its entirety that certain Declaration of Restrictions and Covenants of The Crossing at Bella Vista dated May 17, 2017 and recorded in Book DE6749, page 1923 (the “Original Declaration”), and the terms and provisions of the Original Declaration shall be superseded and replaced hereby.

RECITALS

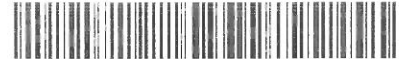
WHEREAS, Crossing at Bella Vista is a real estate development located in the City of St. Peters, St. Charles County, Missouri pursuant to the plat thereof recorded in Plat Book 49, pages 174-176 in the Office of the Recorder of Deeds of St. Charles County, Missouri, and which is more particularly described on Exhibit A (the “Property”), attached hereto and incorporated herein with open spaces, streets, roads, walkways and other common ground and facilities (the “Subdivision”); and

WHEREAS, Crossing at Bella Vista Homeowners Association, Inc., a Missouri non-profit corporation registered and in good standing in the State of Missouri, is formed as the homeowners association for the Subdivision for the efficient preservation of the values and amenities in the Subdivision, to which the Common Area (as hereinafter defined) has or will be conveyed, and which shall have the powers of maintaining, operating and administering the Common Area and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Article XI, Section 4 of the Original Declaration states that the Original Declaration may be amended by the Declarant (as herein defined) or by the unanimous consent of the Directors at any time prior to the election of all of the Board of Directors by the Association, as provided in Article V, Section 1 of the Original Declaration; and

WHEREAS, Article V, Section 1 of the Original Declaration provides for an election of Directors to be held at the following times: (a) within ninety (90) days after fifty percent (50%) of the Residences in the Subdivision have been sold, (b) within one hundred eighty (180) days after ninety percent (90%) of the Residences in the Subdivision have been sold, and (c) within thirty (30) days after all of the Residences in the Subdivision are sold; and

WHEREAS, as of the date of this Amended and Restated Declaration, the requisite number of Lots have not been sold and no members of the Board of Directors have been elected as provided in Article V, Section 1 of the Original Declaration; the undersigned Directors are the Original



Directors set forth in Article V, Section 1(a) of the Original Declaration; and

WHEREAS, Declarant desires to clarify maintenance provisions for which the Association is responsible; and

WHEREAS, Declarant desires to clarify the insurance provisions for which the Association is responsible; and

WHEREAS, Declarant wishes to amend and restate the Original Declaration by hereby terminating the Original Declaration and replacing it with the terms of this Amended and Restated Declaration, releasing the Property from the force and effect of the Original Declaration, and subjecting the Property to the provisions of this Amended and Restated Declaration..

NOW, THEREFORE, the Declarant does hereby amend and restate the Original Declaration by replacing the Original Declaration with the terms of this Amended and Restated Declaration, terminating the Original Declaration and releasing the Subdivision from the force and effect of the Original Declaration, and declaring that the Subdivision and any and all parts thereof shall be held, sold, conveyed, occupied, and developed subject to the easements, restrictions, covenants, conditions, charges, and liens set forth herein, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title, or interest in and to the Subdivision, the Property, or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I DEFINITIONS

1. "Assessment Year" shall be the calendar year.
2. "Association" shall mean the Crossing at Bella Vista Homeowners Association, a Missouri Nonprofit Corporation, its successors and assigns.
3. "Board of Directors" or "Directors" shall mean the Board of Directors of the Association.
4. "Builder" shall mean and refer to any builder who purchases a Lot from the Declarant for purposes of building a Residence thereon.
5. "Common Area" shall mean and refer to any areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, any area identified as including, without limitation, "Common Ground A", "Common Ground B": and "Common Ground C", "Stormwater Detention Easement", "Entrance Monument Easement" on the Plat and all other area described on the Plat as "Common Ground" or "Common Area." The Common Area to be owned in



trust by the Association for the benefit of the Owners at the time of the conveyance of the first Residence (as hereinafter defined) is more particularly described on the Plat (as hereinafter defined).

6. "Declarant" shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant and the deed or another instrument executed by Declarant providing for the transfer of such rights.

7. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Residence, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.

8. "Member" shall mean an Owner in such Owner's capacity as a member of the Association as provided in Article IV.

9. "Owner" or "Owners" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Residence which is a part of the Property, except that, where a Residence is being sold on a contract for deed and the contract vendee is in possession of the Residence, then the vendee and not the vendor shall be deemed the "Owner".

10. "Plat" shall mean and refer to the Plat of Crossing at Bella Vista recorded in Plat Book 49, pages 174-176 of the Office of Recorder of Deeds of the County of St. Charles, Missouri, which plat is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.

11. "Residence" or "residences" shall mean each single-family detached villa constructed upon the respective Lots within the Subdivision.

12. "Subdivision" shall mean and refer to Crossing at Bella Vista subdivision, as shown on the Plat, together with such additional tracts of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on the Plat.

2. Additions to Existing Property. The Declarant may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.





ARTICLE III  
PROPERTY RIGHTS

1. Common Areas.

- (a) Right of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.
- (b) Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use, access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:
- (i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas;
  - (ii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association;
  - (iii) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided and limited in this Article;
  - (iv) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about the Common Area, including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers;
  - (v) the easements, uses, limitations, conditions, reservations and



restrictions hereinafter provided in this Declaration;

- (vi) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners.

2. Use of Easements. Each Owner and such Owner's family, guests and/or invitees shall use and exercise their easement rights over the Common Area in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them. Notwithstanding anything contained herein, the Board of Directors may (after notice and opportunity to be heard) levy a special assessment or charge against any Owner for the reasonable cost of repairing damage to the Common Areas caused by an Owner or such Owner's employees, agents, invitees or tenants. Such reasonable costs may include, but are not limited to, costs of repair and maintenance, costs of collection, interest, attorney's fees and other costs associated with making repairs or maintenance to the Common Areas or improvements thereon.

3. Association Right to Grant Easements and Association's Easements Over Properties and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary for the proper operation of the Properties.

Until the Common Area is conveyed to the Association by the Declarant, a perpetual, nonexclusive easement is hereby established in favor of the Association, Declarant's employees, agents, contractors, successors and assigns to enter onto the Common Area for the purpose of performing repairs or doing other work reasonably necessary for the proper maintenance of the Common Area and structures therein, including, without limitation, snow removal, driveway maintenance and repair, landscaping and lawn care.

Each Property and Residence shall be subject to a perpetual easement in gross in favor of the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary or desirable, in the sole opinion of the Board of Directors of the Association, to enter a Residence or Property to maintain, service, improve, repair, or replace any improvements, landscaping, or equipment, then the employees, agents and contractors and their respective agents, subcontractors, and employees shall be entitled to enter in, upon or about the Property and Residence for such purpose. The Association shall specifically have the authority to enter any Lot or Residence for the fulfillment of its obligations and duties required herein, including, without limitation, the performance of the Exterior Maintenance described in Article IX set forth herein.

Under no circumstances shall the Association be responsible for maintaining, servicing, improving, or replacing any equipment or improvements within or about any Residence, including, without limitation, the gutters, siding or exterior brick, decks, patios, driveways or walkways, the



roof, air conditioning, heating, plumbing, hot water heaters, wiring and electrical systems thereof. The responsibility for maintaining, repairing and replacing any equipment or improvements within or about any Residence, except for the Exterior Maintenance described in Article IX set forth herein, shall be the sole responsibility of the Owner of the Residence requiring such maintenance, service, improvement, or replacement.

4. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area shown on the Plat and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. In the event that any utilities and connections therefor serving a Residence are located in part on a Plat other than the Plat on which the Residence being served by such utilities and connections is located, the utility company, the Owner of the Residence being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Common Area located on the Plat in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

5. Temporary Construction Easement. Until the last Lot is sold and conveyed to an Owner other than the Declarant, the Common Area shall be subject to an easement allowing Declarant, its employees, agents, contractors and subcontractors to enter upon and over such portion of the Common Area for the purpose of grading and construction on the Common Area.

6. Conveyance of Title. Title to the Common Area shall be conveyed to the Association no later than the date on which Directors are elected by Owners. Upon termination of the Declaration, title to Common Area in the Plat shall vest in the Owner of the Lots located therein, subject to the easements created by this Declaration and the Plat.



ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot that is within the Subdivision shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consists of only one person because only one vote is associated with each Lot.

3. Proxies. At all meetings of the Association, any Member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten (10) days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-tenth (1/10) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.



ARTICLE V  
BOARD OF DIRECTORS

1. Number and Term. The affairs of the Association shall be conducted by the Board of Directors and such officers from the Board of Directors as the Directors may elect or appoint in accordance with the Articles of Incorporation and Bylaws of the Association. Pursuant to the Bylaws, the Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) Directors, and except as set forth in Paragraphs (b), (c) and (d) below, and each Director shall hold office for the term of one year and, until his or her successor shall be elected and qualified. Each Director shall be elected or appointed as follows:

- (a) The first Board of Directors shall consist of Thomas E. Cummings, Scott Kerns and Cyndie Roche (“Original Directors”), who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (b) of this Article V Paragraph 1 below;
- (b) Within ninety (90) days after fifty percent (50%) of the Lots in the Subdivision have been sold (or at such earlier time as Declarant may elect), the Original Directors shall cause the resignation of one (1) Original Director and call a special election of the Association through which one (1) new Director shall be elected by a majority vote of a quorum of Owners and the remaining two Directors shall remain in place. The Directors elected and appointed pursuant to this subsection (b) shall serve as Directors until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Article V, Paragraph 1 below;
- (c) Within One Hundred Eighty (180) days after ninety percent (90%) of the Lots in the Subdivision have been sold (or at such earlier time as Declarant may elect), the Directors shall cause the resignation of one (1) Original Director and call a special election of the Association through which one (1) new Director shall be elected from the then current Owners by a majority vote of a quorum of Owners and the remaining two (2) Directors shall remain in place. The Directors elected and appointed pursuant to this subsection (c) shall serve as Directors until new Directors are elected and qualified pursuant to subsection (d) of this V, Paragraph 1 below;
- (d) Within Thirty (30) days after all of the Lots in the Subdivision are sold (or at such earlier time as Declarant may elect) the Directors shall cause the resignation of the remaining Original Director and the Directors shall call a meeting of the Association (be it a special meeting or the first annual meeting) at which three (3) Directors shall be elected by a majority vote of a quorum of Owners.

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.





2. Election of Directors by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail. In order to conduct an election, the Board of Directors shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. In the case of the election of Directors, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations or if the Board of Directors is seeking Owner approval of an action, proposal or amendment by mail, the Board of Directors shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board of Directors in accordance with the requirements hereof within the time limit established in the notice. in the case of a Board of Directors election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no'." The ballot shall have typed upon it the address of the Board of Directors to which the ballot must be returned and the date by which the ballot must be received by the Board of Directors in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board of Directors shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board of Directors shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees, action, proposal or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board of Directors and results shall be announced to the Owner(s) by the Board of Directors mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his or her term, he or she shall immediately cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board of Directors shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such

purpose or by mail as set forth in Section 2 above. As set forth in Section 1 hereof, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

5. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than two (2) business days' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board of Directors without a meeting.

6. Removal. Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.

7. Quorum. The presence of a majority of the whole Board of Directors shall be requisite for, and shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors, provided notwithstanding the foregoing, so long as the Declarant is appointing any Directors, the presence of at least one Declarant-appointed Director except in those specific instances in which a greater number may be required The Nonprofit Corporation Law of the State of Missouri, the Articles of Incorporation of the Association or these Bylaws. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one (1) present, may successively adjourn or continue the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8. Actions without Meetings. Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.

9. Compensation. Directors shall receive no compensation for their services, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. A Director may be reimbursed for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the Association in the administration of its affairs.

10. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:



- (a) administer the affairs of the Association and of the Subdivision;
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve;
- (c) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and the Common Areas and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;
- (d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
- (e) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of streets and street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Areas;
- (f) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the payment of any Assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
- (g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);
- (h) consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Residences and improvements on the Residences;
- (i) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;





- (j) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;
- (k) grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof;
- (l) receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;
- (m) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board of Directors' power and duties hereunder;
- (n) dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;
- (o) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;
- (p) obtain, in the Board of Directors' discretion, liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;
- (q) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;
- (r) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;
- (s) enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same;
- (t) designate an executive committee by resolution adopted by a majority of the Directors in office;



- (u) designate other committees not having and exercising the authority of the Board of Directors in the management of the Association; and
- (v) exercise any and all other powers or acts as are authorized by the Declaration.

11. Release. Each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the Exterior Maintenance described in Article IX herein, which is performed by the Declarant or the Association as the case may be.

12. Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

13. Indemnification. Each Director or officer, or former Director or officer, of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by him or her or his or her estate in connection with, or arising out of, any action, suit, proceeding or claim in which he or she is made a party by reason of his or her being, or having been, such Director or officer; and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and his or her legal representatives, shall in like manner be indemnified by the Association; provided, that in neither case shall the Association indemnify such Director or officer with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his or her duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct; but in taking such action, any Director involved shall himself or herself from a vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any





other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him or her as Director or officer with respect to any matter within the scope of his or her official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his or her duties as Director or officer

## ARTICLE VI BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that notice of the Assessment or Special Assessment was issued. Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time.

2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance, of the Subdivision and Common Areas, any recreational facilities constructed by Declarant or for use by the Owners and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Declaration.

### 3. Establishment of Budget and Assessments.

A. Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year ("Budget"). Such Budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis) The annual Budget may provide for a



reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into consideration by the person or persons preparing the annual Budget.

B. Until commencement of the first Assessment Year after the first election of the to the Board of Directors as set forth in Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the first day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual Budget for each Assessment Year as estimated by the Declarant and approved by the Directors.

C. Upon commencement of the first Assessment Year after the first election of the Board of Directors pursuant to V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds ( $2/3$ ) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual Budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Residence shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual Budget. In the event that the Directors shall not approve an estimated annual Budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments as directed by the Directors.

D. The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

E. In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual Budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.



F. In addition to other special assessments authorized by this Article VI, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of storm sewer systems, creeks, retention basins, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such sewer system and such creeks and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency, body or utility company. The Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all subdivision and other ordinances, rules and regulations of the City of St. Peters.

4. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

5. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots within the Subdivision, provided, however, the Board of Directors may, in the Board of Directors' discretion, set different rates for Assessments and Special Assessments with respect to the maintenance, repair, or replacement of items that are nonuniform in size, such as patios or decks.

6. Commencement of Annual Assessments. The initial Assessment shall be One Thousand Three Hundred Eighty Dollars and Zero Cents (\$1,380.00) per year, paid in monthly installments of One Hundred Fifteen Dollars and Zero Cents (\$115.00) per month. Each Owner shall pay his or her first annual Assessment upon the closing of the purchase of his or her Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder, shall pay an initial capitalization fee in an amount of Three Hundred Dollars and Zero Cents (\$300.00) in addition to such purchaser's prorated portion of the annual Assessment for the year of purchase, to be deposited with the Association.

7. Non-payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate per annum allowed by law. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, RSMo. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his or her family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any Assessment against such Owner's Lot remains. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area. In the event the Association retains legal counsel to collect any Assessment or Special Assessment, prepare





and file a lien, or to pursue legal action against any Owner for an unpaid Assessment or Special Assessment, the Association shall be entitled to collect its attorneys' fees and costs in connection therewith and the same shall be included in the lien on any such Lot.

8. Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners.

9. Subordination of the Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII USE AND OTHER RESTRICTIONS

Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions. The use of each Lot, the easements reserved in this Declaration, and all Common Areas are subject to the restrictions hereof, and each restriction, as set forth below and elsewhere in the Declaration, runs with the land and is perpetual and appurtenant to the Property.

(A) No Residence shall be used for any business or commercial purpose, and each Residence shall be used solely for residential purposes except (i) for use pursuant to home occupations not in violation of any zoning ordinances affecting the Subdivision, and (ii) Residences or portions of Residences may be used by Declarant for temporary offices, display or model homes and/or entrance monuments, provided however, that in no event shall any Residence be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

(B) No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles furnished or approved by the Association shall be placed outside of any Residence.

(C) No Owner shall do anything that would increase the rate of insurance on such Owner's Residence, the improvements thereon, or on any other Residence or improvement.

(D) Each Owner shall be responsible for obtaining and maintaining insurance on the personal property owned by such Owner within such Owner's Residence.

(E) Each Owner shall, as necessary, repair, maintain, replace, or clear at such Owner's sole expense each and every gas, sewage, and water lateral line on or servicing only such Owner's Residence.



(F) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used at any time as a temporary or permanent dwelling.

(G) No sign of any kind shall be displayed to the public view on any Lot or the Common Area except (i) one sign of not more than five square feet may be placed thereon for each Lot that may be for sale or rent, (ii) one sign of not more than one square foot warning people of dangerous animals located in the Residence, and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the Residence; provided, however, there shall be no restrictions on the number or type of signage used by Declarant to advertise the Subdivision, Declarant's business, or any other development of Declarant's in St. Charles County.

(H) The Board of Directors shall, as it deems appropriate in its sole discretion be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. Any Owner may undertake landscaping, laying of sod, seeding, or planting on any unpaved portion of the Common Area on which such Owner's Lot is located as shown on the Plat thereof. The Board of Directors may establish and set aside such portions of the Common Areas as the it shall deem appropriate for the establishment of community gardens, and the Board of Directors shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure, shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as provided herein.

(I) No Owner shall perform any act upon such Owner's Lot or permit any act to be performed in contravention of, and each Owner shall comply with, and cause such Owner's family, guests, tenants, invitees to comply with, the provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Association, as any of the same may be amended from time to time.

(J) No Residence or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Residences.

(K) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Lot, except dogs, cats or other domesticated household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed two (2) in number per Lot in any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City of St. Peters and St. Charles County, Missouri as applicable, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Owners are liable for their animals and the animals brought into any Lot by a guest of an Owner.

(L) Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial





advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Residence or on the streets of the Subdivision, provided, this shall not prohibit the parking on the driveway serving each Residence of no more than two (2) passenger automobiles, licensed to the Owner of the Residence or a full-time resident thereof that are in operating condition.

(M) No Owner shall discharge any firearm or other potentially lethal weapon, including but not limited to handguns, rifles, shotguns, pellet or B.B. guns, compound bows, and crossbows in the Subdivision.

(N) Satellite Receiving Dishes and Similar Devices.

- (i) To the extent permitted by applicable law, any Owner shall notify the Board of Directors prior to the installation of any satellite dish to be installed on any Lot or on the exterior of any Residence or other improvement on any Lot. To the extent that the reception of an acceptable signal would not be impaired, the following policy is established with regard to the installation and maintenance of satellite dishes in the development.
- (ii) Each Owner shall consider three factors, namely, location, height, and screening (“Installation Preferences”), in making a decision regarding the placement of any satellite dish device, which consideration shall be accomplished by the completion of the checklist which is attached as Exhibit B to this Declaration. Any Owner of property upon which a satellite dish has been placed must be able to provide a completed copy of the Exhibit B checklist upon a review of the satellite dish location as evidence of its consideration of the Installation Preferences or the Owner will be presumed not to have complied with the Installation Preferences.
- (iii) These placement preferences shall be enforced to the extent that such enforcement does not violate the provisions of 37 C.F.R. Part 1, Subpart 5, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time.
- (iv) Television and Radio Antennae. To the extent permitted by applicable law, under no circumstance shall television or radio antennae be permitted on any Lot or on the exterior of any Residence or other improvement on any Lot.

(O) Subject to any applicable municipal ordinance or regulations of the City with respect to any Residence lying therein, no Owner, except Declarant with respect to Residences owned by Declarant, shall cause construction, painting, or any alteration affecting the exterior appearance of a Residence without first submitting the plans and specifications therefor to the Directors and obtaining approval for such construction from two-thirds (2/3) of the Directors. In



the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed approved.

## ARTICLE VIII INSURANCE: DAMAGE OR DESTRUCTION

Each Residence and other improvements located in the Subdivision shall be insured against loss or damage by fire and other hazards as are covered under standard fire and casualty coverage insurance policies. The Board of Directors shall from time to time establish rules and regulations governing the obtaining and maintenance of such insurance either by the Owners or by the Board of Directors, as the Board of Directors shall determine in its sole discretion, and each Owner shall comply with such rules and regulations. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

1. Each Residence and other improvements located in the Subdivision shall at all times be insured in an amount equal to the full replacement cost thereof.
2. Each Owner shall obtain and at all times maintain a policy of public liability insurance in an amount of not less than \$ 500,000.00. The Board of Directors shall not be liable to any Owner or any Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. An Owner who has owned his, her or its Lot prior to the date of the recording of this Agreement, and who has not consented to this amendment, or prospective buyers of Lots who executed a sale contract or lease prior to the date of the recording of this Amendment (each a "Pre-Amendment Owner"), but will not be moving into and residing at the Lot until after the date of the recording of this Amendment shall, not be required to obtain the liability insurance set forth herein. When a Pre-Amendment Owner sells, transfers, assigns or conveys his, her or its Lot to a new purchaser the new purchaser shall be subject to the insurance requirements of this Paragraph.
3. The Board of Directors shall at all times be named as an additional insured, and a copy of each policy, including any renewal or additional policy, shall be delivered to the Board of Directors.
4. Each policy shall provide that the insurer waives any right of subrogation against the Board of Directors hereunder, their respective employees, agents or contractors, and any other party.
5. Each policy shall provide that the same shall not be canceled, terminated, or amended with thirty (30) days prior written notice to the Board of Directors hereunder.

In case of fire or other casualty covered by such insurance, the insurance proceeds shall be applied to reconstruction or repair of the improvements. The affected Residence and improvements shall be restored to substantially the same condition in which the same existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before.

If an Owner fails to obtain and maintain insurance in compliance with these provisions, the Board of Directors shall have the right, following written demand upon such Owner to provide insurance in compliance herewith and failure of such Owner to obtain such insurance within ten

(10) days of such written demand, to obtain and maintain such insurance for the Residence and improvements of such Owner.

If the Board of Directors hereunder shall determine that such insurance shall be obtained and maintained by it in the case of a specific Residence, as hereinabove authorized, or if the Board of Directors shall determine that such insurance shall be obtained and maintained by it for each Residence and improvements in the Subdivision, the cost of the premiums for such insurance shall be assessed against each Lot and shall be added to the Assessment to which such Lot is subject under Article V hereof, and, as a part of such Assessment, the same shall constitute an obligation of the Owner and shall be a lien on the Lot to which assessed and the same shall become due and payable in all respects as provided in Article V hereof, provided that the limitations in the amount of the annual Assessment as set out in said Article V shall not apply to the assessment for insurance premiums as authorized in this Article. The Board of Directors, when establishing the assessment for such insurance premiums, may utilize the estimated premium charges for such insurance but shall, thereafter, make such adjustments as are necessary to reflect the actual premium charge.

#### ARTICLE IX EXTERIOR MAINTENANCE

The Association shall be responsible for maintenance to the Common Area. In addition, the Association shall be responsible for maintenance upon each Lot which is subject to Assessment hereunder, as follows: (1) the maintenance, irrigation and replacement of landscaping, sod, trees, shrubs and grass; (2) snow removal, ice mitigation and plowing ("Exterior Maintenance"). Such Exterior Maintenance shall not include driveway repair, maintenance or replacement of driveways, walkways, decks and patios. Owners acknowledge that, as set forth in Article II, above, notwithstanding the foregoing Exterior Maintenance, the Association shall not maintain, repair or replace any siding glass surfaces of exterior doors, garage doors, roofs, windows or other exterior improvements.

The Board of Directors shall not be liable to any Owner or any Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, including, but not limited to the lawns and driveways, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Owner shall protect, defend and indemnify the Board of Directors from damages and charges, attorneys' fees and costs of litigation for such injury or damage.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, and/or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner is subject. An Owner shall have the right to paint, repair, maintain, or otherwise cover the exterior portion of his, her or its Residence, subject to approval by the Board of Directors as set forth in Article VII Section (O).



ARTICLE X  
RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any of the Properties, regardless of when such expenditure is incurred.

ARTICLE XI  
GENERAL PROVISIONS

1. Enforcement. The Association, Directors, Owners, Declarant or any Builder(s) 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 Association, Directors, Owners, Declarant or any Builder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any of these covenants or restrictions, or any part or component thereof, by judgment or court order shall not affect any other provisions, which shall remain in full force and effect to the extent permitted by law.

3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of twenty five (25) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners having seventy-five percent (75%) or more of the votes in the Association has been recorded with the Office of Recorder of Deeds of the County of St. Charles, Missouri, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4. Amendment. This Declaration may be amended by the Declarant or by the unanimous consent of the Directors at any time prior to the election of all of the Board of Directors by the Association, as provided in Article V, Section 1 of this Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least seventy-five percent (75%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds of the County of St. Charles, Missouri.


5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.







**ASSOCIATION  
CROSSING AT BELLA VISTA HOMEOWNERS  
ASSOCIATION, INC.**

By:   
Thomas E. Cummings, Director

By:   
Scott Kerns, Director

By:   
Cyndie Roche, Director

STATE OF MISSOURI                    )  
  ) SS:  
COUNTY OF ST. LOUIS                )

On this 24<sup>th</sup> day of May, 2018, before me personally appeared Thomas E. Cummings, Scott Kerns and Cyndie Roche, to me personally known, who, being by me duly sworn, did state that they are all of the Directors of CROSSING AT BELLA VISTA HOMEOWNERS ASSOCIATION, INC., a Missouri nonprofit corporation, and that said instrument was signed on behalf of said corporation, by authority of its Directors and they acknowledged said instrument to be the free act and deed of said corporation.

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

  
Notary Public

My Commission Expires: 7-17-22

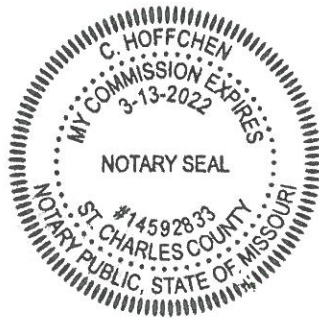




EXHIBIT A  
LEGAL DESCRIPTION

**Parcel 1**

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 10, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF "WATERSIDE CROSSING", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGES 91-92 OF THE ST. CHARLES COUNTY RECORDS, WITH THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364, SAID POINT BEING 164.04 PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+383.16 (METERS) AND BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE ALONG NE SAID NORTH Line, SOUTH 78 DEGREES 39 MINUTES 47 SECONDS WEST 470.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE, (VARIABLE WIDTH), AS DEDICATED ON THE RECORD PLAT OF 'BELLA VISTA PLAT ONE', AS RECORDED IN PLAT BOOK 44, PAGES 307-310 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG A CURVE TO NE RIGHT WHOSE CHORD BEARS NORTH 56 DEGREES 19 MINUTES 53 SECONDS WEST 67.89 FEET AND WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 20 MINUTES 13 SECONDS WEST 48.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 75.41 FEET; NORTH 11 DEGREES 19 MINUTES 33 SECONDS WEST 26.63 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 05 DEGREES 48 MINUTES 15 SECONDS WEST 125.39 FEET AND WHOSE RADIUS POINT BEARS NORTH 77 DEGREES 31 MINUTES 39 SECONDS EAST 539.91 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 125.67 FEET; AND NORTH 01 DEGREES 58 MINUTES 17 SECONDS EAST 249.46 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF HEMSATH WAY, (50' WIDE) AS DEDICATED ON SAID "BELLA VISTA PLAT ONE" OF SAID RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF HEMSATH WAY THE FOLLOWING COURSES AND DISTANCES; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 46 DEGREES 34 MINUTES 57 SECONDS EAST 35.11 FEET AND WHOSE RADIUS POINT BEARS SOUTH 88 DEGREES 01 MINUTES 43 SECONDS EAST 25.00 FEET FROM NE LAST MENTIONED POINT, AN ARC DISTANCE OF 38.93 FEET; SOUTH 88 DEGREES 48 MINUTES 22 SECONDS EAST 378.70 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 88 DEGREES 27 MINUTES 32 SECONDS EAST 59.65 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 11 MINUTES 38 SECONDS EAST 625.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 59.67 FEET; AND NORTH 85 DEGREES 43 MINUTES 26 SECONDS EAST 35.93 FEET TO A POINT ON SAID WEST LINE OF "WATERSIDE CROSSING" OF SAID RECORDS; THENCE ALONG THE SAID WEST LINE OF "WATERSIDE CROSSING" OF SAID RECORDS, SOUTH 04 DEGREES 16 MINUTES 34 SECONDS EAST 366.90 FEET TO THE POINT OF BEGINNING, CONTAINING 4.946 ACRES ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY INC., DURING FEBRUARY, 2017.

**Parcel 2**

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 10, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF "WATERSIDE CROSSING", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42. PAGES 91-92 OF THE ST. CHARLES COUNTY RECORDS, WITH THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364, SAID POINT BEING 164.04 PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+383.16 (METERS); THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE, SOUTH 78 DEGREES 39 MINUTES 47 SECONDS WEST 636.28 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364, SOUTH 78 DEGREES 39



MINUTES 47 SECONDS WEST 383.33 FEET, SAID POINT BEING 164.04 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+072.38 (METERS); THENCE SOUTH 83 DEGREES 07 MINUTES 46 SECONDS WEST 56.58 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO THE NORMAN F. LIENEMANN FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN BOOK 5910, PAGE 644 OF THE ST. CHARLES COUNTY RECORDS; SAID POINT BEING 168.31 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+054.93 (METERS); THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364 ALONG SAID EAST LINE OF THE LIENEMANN FAMILY LIMITED PARTNERSHIP PROPERTY, NORTH 02 DEGREES 44 MINUTES 09 SECONDS EAST 580.83 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF QUEENSBROOKE BOULEVARD (65' WIDE), AS DEDICATED ON THE RECORD PLAT OF "BELLA VISTA PLAT ONE", AS RECORDED IN PLAT BOOK 44, PAGES 307-310 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF QUEENSBROOKE BOULEVARD, SOUTH 88 DEGREES 48 MINUTES 21 SECONDS EAST 411.58 FEET AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 43 DEGREES 25 MINUTES 02 SECONDS EAST 35.59 FEET AND WHOSE RADIUS POINT BEARS SOUTH 01 DEGREES 11 MINUTES 39 SECONDS WEST 25.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 39.61 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF TERRASINI DRIVE, (65' WIDE) AS DEDICATED ON THE RECORD PLAT OF "BELLA VISTA PLAT ONE" OF SAID RECORDS, AS RECORDED IN PLAT BOOK 44, PAGES 307-310 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE THE FOLLOWING COURSES AND DISTANCES; SOUTH 01 DEGREES 58 MINUTES 17 SECONDS WEST 240.39 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 03 DEGREES 39 MINUTES 41 SECONDS EAST 141.03 FEET AND WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 05 MINUTES 07 SECONDS EAST 615.73 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 141.34 FEET; SOUTH 11 DEGREES 19 MINUTES 33 SECONDS EAST 26.66 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 33 DEGREES 40 MINUTES 07 SECONDS WEST 67.88 FEET AND WHOSE RADIUS POINT BEARS SOUTH 78 DEGREES 40 MINUTES 27 SECONDS WEST 48.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 75.39 FEET TO THE POINT OF BEGINNING, CONTAINING 5.452 ACRES ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY INC., DURING FEBRUARY, 2017.

**Parcel 3**

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 10, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WATERSIDE CROSSING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGES 91-92 OF THE ST. CHARLES COUNTY RECORDS, WITH THE NORTH LINE OF MISSOURI STATE ROUTE 364, SAID POINT BEING 164.04 PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE, STATION 20+383.16 (METERS); THENCE ALONG THE SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 78 DEGREES 39 MINUTES 47 SECONDS WEST 1019.61 FEET, SAID POINT BEING 164.04 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+072.38 (METERS); THENCE SOUTH 83 DEGREES 07 MINUTES 46 SECONDS WEST 56.58 FEET TO THE EAST LINE OF PROPERTY CONVEYED THE NORMAN F. LIENEMANN FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN BOOK 5910, PAGE 644 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING 168.31 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+054.93 (METERS); THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364 ALONG SAID EAST LINE OF THE LIENEMANN FAMILY LIMITED PARTNERSHIP PROPERTY, NORTH 02 DEGREES 44 MINUTES 09 SECONDS EAST 645.85 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUEENSBROOKE BOULEVARD (65' WIDE), AS DEDICATED ON THE RECORD PLAT OF "BELLA VISTA PLAT ONE", AS RECORDED IN PLAT BOOK 44, PAGES 307-310 OF THE ST. CHARLES COUNTY RECORDS AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE EAST LINE OF SAID LIENEMANN PROPERTY, NORTH 02 DEGREES 44 MINUTES 09 SECONDS EAST 312.66 FEET TO A POINT ON THE





SOUTH LINE OF "BELLA VISTA PLAT TWO", AS RECORDED IN PLAT BOOK 44, PAGES 334-335 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE OF "BELLA VISTA PLAT TWO" AND THE SOUTH LINE OF SAID "BELLA VISTA PLAT ONE" OF SAID RECORDS, SOUTH 88 DEGREES 01 MINUTES 44 SECONDS EAST 439.34 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF TERRASINI DRIVE, (VARIABLE WIDTH), AS DEDICATED ON THE RECORD PLAT OF SAID "BELLA VISTA PLAT ONE" OF SAID RECORDS; THENCE ALONG THE SAID WEST RIGHT-OF-WAY LINE OF TERRASINI DRIVE (VARIABLE WIDTH) THE FOLLOWING COURSES AND DISTANCES; SOUTH 01 DEGREES 58 MINUTES 17 SECONDS WEST 26.72 FEET, SOUTH 04 DEGREES 15 MINUTES 43 SECONDS WEST 188.17 FEET AND SOUTH 02 DEGREES 03 MINUTES 46 SECONDS WEST 67.35 FEET TO THE INTERSECTION WITH THE SAID NORTH RIGHT-OF-WAY LINE OF QUEENSBROOKE BOULEVARD (65' WIDE); THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF QUEENSBROOKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 46 DEGREES 37 MINUTES 42 SECONDS WEST 35.09 FEET AND WHOSE RADIUS POINT BEARS NORTH 87 DEGREES 56 MINUTES 14 SECONDS WEST 25.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 38.89 FEET; AND NORTH 88 DEGREES 48 MINUTES 21 SECONDS WEST 411.26 FEET TO THE POINT OF BEGINNING, CONTAINING 3.102 ACRES ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY INC., DURING FEBRUARY, 2017.

**Parcel 4**

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 10, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF "WATERSIDE CROSSING", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGES 91-92 OF THE ST. CHARLES COUNTY RECORDS, WITH THE NORTH LINE OF MISSOURI STATE ROUTE 364, SAID POINT BEING 164.04 PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+383.16 (METERS); THENCE ALONG THE SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 78 DEGREES 39 MINUTES 47 SECONDS WEST 1019.61 FEET, SAID POINT BEING 164.04 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+072.38 (METERS); THENCE SOUTH 83 DEGREES 07 MINUTES 46 SECONDS WEST 56.58 FEET, TO THE EAST LINE OF PROPERTY CONVEYED THE NORMAN F. LIENEMANN FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN BOOK 5910, PAGE 644 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING 168.31 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI STATE ROAD 364 CENTERLINE STATION 20+054.93 (METERS); THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 364 ALONG SAID EAST LINE OF THE LIENEMANN FAMILY LIMITED PARTNERSHIP PROPERTY, NORTH 02 DEGREES 44 MINUTES 09 SECONDS EAST 958.51 FEET TO A POINT ON THE SOUTH LINE OF "BELLA VISTA PLAT TWO", AS RECORDED IN PLAT BOOK 44, PAGES 334-335 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE OF "BELLA VISTA PLAT TWO" AND ALONG THE SOUTH LINE OF "BELLA VISTA PLAT ONE", AS RECORDED IN PLAT BOOK 44, PAGES 307-310 OF THE ST. CHARLES COUNTY RECORDS, SOUTH 88 DEGREES 01 MINUTES 44 SECONDS EAST 489.34 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE, (VARIABLE WIDTH) AS DEDICATED ON THE RECORD PLAT OF SAID 'BELLA VISTA PLAT ONE' OF SAID RECORDS AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE, (VARIABLE WIDTH) AND CONTINUING ALONG SAID SOUTH LINE OF "BELLA VISTA PLAT ONE" OF SAID RECORDS, SOUTH 88 DEGREES 01 MINUTES 44 SECONDS EAST 467.73 FEET TO A POINT ON THE WEST LINE OF WATERSIDE CROSSING AS RECORDED IN PLAT BOOK 42, PAGES 91-92 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SAID WEST LINE OF "WATERSIDE CROSSING", SOUTH 04 DEGREES 16 MINUTES 34 SECONDS EAST 302.39 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF HEMSATH WAY (50' WIDE) AS DEDICATED ON ME RECORD PLAT OF SAID OF "BELLA VISTA PLAT ONE; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF HEMSATH WAY, THE FOLLOWING COURSES AND DISTANCES; SOUTH 85 DEGREES 43 MINUTES 26 SECONDS WEST 35.93 FEET; ALONG A CURVE TO





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THE RIGHT WHOSE CHORD BEARS SOUTH 88 DEGREES 27 MINUTES 32 SECONDS WEST 54.87 FEET AND WHOSE RADIUS POINT BEARS NORTH 04 DEGREES 16 MINUTES 34 SECONDS WEST 575.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCES OF 54.89 FEET; NORTH 88 DEGREES 48 MINUTES 22 SECONDS WEST 377.09 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 43 DEGREES 30 MINUTES 51 SECONDS WEST 35.53 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 11 MINUTES 38 SECONDS EAST 25.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 39.52 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE (VARIABLE WIDTH), AS DEDICATED ON THE RECORD PLAT OF SAID BELLA VISTA PLAT ONE" OF SAID RECORDS; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF TERRASINI DRIVE THE FOLLOWING COURSES AND DISTANCES; NORTH 01 DEGREES 46 MINUTES 40 SECONDS EAST 73.84 FEET; NORTH 00 DEGREES 19 MINUTES 09 SECONDS WEST 187.66 FEET; AND NORTH 01 DEGREES 58 MINUTES 17 SECONDS EAST 26.72 FEET TO THE POINT OF BEGINNING, CONTAINING 3.408 ACRES ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY INC. DURING FEBRUARY, 2017.



EXHIBIT B  
TO THE DECLARATION OF  
RESTRICTIONS AND COVENANTS OF  
CROSSING AT BELLA VISTA

**Installation Preference Checklist**

Any satellite dish or similar device shall be installed in such a manner that it is placed in the most preferable location considering the three factors of location, height, and screening, with the first listed placement under each category being the most preferable. Each prior preference shall be eliminated in sequence regarding whether it will allow for the provision of an acceptable signal prior to considering placement of the device within the next listed preference. Consideration of each element shall be signified by marking either "Acceptable Signal" or "Unacceptable Signal."

<b>Preference Description</b>	<b>Acceptable Signal</b>	<b>Unacceptable Signal</b>
<b>A. Location.</b>		
1. Placement within 5 feet of the rearmost corner of the home on the rear wall of the home	_____	_____
2. Placement within 10 feet of the rearmost corner of the home on the rear wall	_____	_____
3. Placement at the next closest distance from the rearmost corner of the home on the rear wall	_____	_____
4. Placement within 5 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
5. Placement within 10 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
6. Placement on the next closest distance from the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
<b>B. Height.</b>		
1. Placement within 3 feet from the ground	_____	_____
2. Placement within 4 feet from the ground	_____	_____
3. Placement under an eave of the home	_____	_____



**C. Screening.**

1. Concealment of the device by shrubbery or other natural landscaping elements otherwise allowable within the restrictions of the development

\_\_\_\_\_

2. Concealment of the device by an opaque surface such as a wall or fence otherwise allowable within the restrictions of the development

\_\_\_\_\_

3. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development

\_\_\_\_\_

4. Concealment of the device by the individual characteristics or location of the Property within the development.

\_\_\_\_\_