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Book: 5102 Page: 20

Instr #: 756087
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Pages: 4
Fee: \$33.00 S



Electronically Recorded

Mike Medsker
Recorder of Deeds

(Space above line reserved for the Recorder of Deeds of Cass County)

DOCUMENT COVER SHEET

Title of Document

FIRST AMENDMENT TO DECLARATION OF TRUST,
COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA
TERRA.

Date of Document:

SEPTEMBER 30th, 2024

Grantor:

BELLA TERRA DEVELOPMENT COMPANY, LLC

Grantor's Mailing Address:

PO Box 346
Lee's Summit, MO 64063

Grantee:

BELLA TERRA HOME OWNERS ASSOCIATION, INC.,

Grantee's Mailing Address:

PO Box 346
Lee's Summit, MO 64063

Legal Description of Property:

See Exhibit A

Reference Document:

Instrument No. 749430

FIRST AMENDMENT TO
DECLARATION OF TRUST, COVENANTS, CONDITIONS
AND RESTRICTIONS OF BELLA TERRA

THIS FIRST AMENDMENT TO DECLARATION OF TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA TERRA (this "First Amendment"), is made and entered into this 30th day of SEPTEMBER, 2024, by BELLA TERRA DEVELOPMENT COMPANY, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on May 9th, 2024, Declarant executed that certain Declaration of Trust, Covenants, Conditions and Restrictions of Bella Terra (the "Declaration") for the Development and on May 15th, 2024, recorded the Declaration as Instrument No. 749430 in the records of the Cass County, Missouri Recorder of Deeds. All capitalized terms not otherwise defined herein shall have the same meaning ascribed such terms in the Declaration.

WHEREAS, pursuant to Section 10.1 of the Declaration, during the Development Period, Declarant has full power and authority, without prior approval of the Members, to amend the Declaration and plat of Bella Terra to subject any additional property which had not be subjected to this Declaration to the covenants, conditions and restrictions of this Declaration;

WHEREAS, the Development period has not expired; and

WHEREAS, this First Amendment is for the purpose of changing items in the restrictive covenants. ***NOW, THEREFORE***, Declarant hereby declares as follows:

1. Amendments. The Declaration shall be amended as follows:

a. Section 7.28 shall be amended to change the following:

All homes are required to have one or more natural gas heating systems OR heat pumps with natural gas back up, as the exclusive central space heating; and, one or more natural gas water heaters as the exclusive water heating system OR natural gas cooking equipment. Any deviation from this could result in a penalty fee paid to the utility companies.

b. Section 7.32 shall be amended to change the following:

All mailboxes shall be incased on all sides with masonry material that match the house. An address plaque or contrasting address numbers shall be placed on each resident mailbox. And the address plaque shall be illuminated as to be seen at night. (solar lighting is acceptable)

2. Other Terms Unchanged. Except as expressly modified hereby, the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Declarant, by its duly authorized officers, has executed this First Amendment this 30th day of September, 2024.

BELLA TERRA DEVELOPMENT COMPANY, LLC, a Missouri limited liability company

By: *Troy Bellah*

Troy Bellah, Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 30th day of September, in the year 2024, before me appeared Troy Bellah to me personally known, who, being by me duly sworn, did say that he is the manager of BELLA TERRA DEVELOPMENT COMPANY, LLC, a limited liability company of the State of Missouri, and that said instrument was signed and sealed on behalf of limited liability company and he acknowledged said instrument to be the free act and deed of said limited liability company.

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

Kandis Bass
Notary Public

My Commission expires:

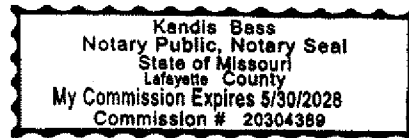


EXHIBIT A

First Plat Property: The property depicted on the Bella Terra – Final Plat – Lots 1 -50 filed for record in Plat Book 5056, Page 120 of the Cass County, Missouri records.

Recording Date/Time: **05/15/2024** at **12:37:20 PM**

Book: **5056** Page: **120**

Instr #: **749430**

Type: **REST**

Pages: **29**

Fee: **\$108.00 S**



Electronically Recorded

Mike Medsker
Recorder of Deeds

Meridian Title Company
447 SW Ward Rd,
Lee's Summit, MO 64081
LS-2024-121871

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Title(s) of Document: Declaration of Trust, Covenants and Restrictions of Bella Terra

Date of Document: May 9th, 2024

Grantor(s): Tracy Bella Terra Development Company, LLC
Grantor's Mailing Address: PO Box 346, Lee's Summit, MO 64063

Grantee(s): Bella Terra Homeowners Association, Inc.
Grantee's Mailing Address: PO Box 346, Lee's Summit, MO 64063

Legal Description: Lots 1-50, Tracts A-F, BELLA TERRA LOTS 1-50 AND TRACTS A-F, a subdivision in Cass County, Missouri filed for record in Plat book 26 at Page 31.

Reference Document: Book 4999 Page 80; amended in Book 5032 Page 14 and Book 5033 Page 24

(Space above line reserved for the Recorder of Deeds of Cass County)

DOCUMENT COVER SHEET

Title of Document

DECLARATION OF TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA TERRA

Date of Document:

MAY 9th 2024

Grantor:

BELLA TERRA DEVELOPMENT COMPANY, LLC

Grantor's Mailing Address:

PO BOX 346

LEES SUMMIT, MO 64063

Grantee:

BELLA TERRA HOMEOWNERS ASSOCIATION, INC.,

Grantee's Mailing Address:

PO BOX 346

LEES SUMMIT, MO 64063

Legal Description of Property:

See Exhibit A, attached hereto

Reference Document:

N/A

After Recording, please return this document to:

DECLARATION OF
TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BELLA TERRA

THIS DECLARATION, made and entered into this 9th day of May, 2024, by BELLA TERRA DEVELOPMENT COMPANY, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 204 acres of real property located in Cass County, State of Missouri, known as Bella Terra, as more particularly described on the plat referenced in Exhibit "A", attached hereto and incorporated herein by reference (may be referred to herein as either as the "Development" or as "Bella Terra"); and

WHEREAS, Cass County has approved the Declarant's subdivision plat dated July 5th 2023 for the Development (the "Plat"); and

WHEREAS, there will be designated, established and recited on the recorded plat of Bella Terra (the "Plat"), Common Areas (as defined herein) and certain easements which are for the use and benefit of the Owners (as defined herein) of the Lots (as defined herein) in Bella Terra, as shown on said Development (except for those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating certain improvements and facilities for the use and benefit of the Owner(s) of the Lots located within the Development; and

WHEREAS, it is the purpose and intention of this Declaration to preserve Bella Terra as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of the Lots located therein; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter either referred to as "restrictions" are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the several Lots covered by this Declaration; and

WHEREAS, Declarant will by separate instrument convey the Common Areas to the Association; and

WHEREAS, under said instrument, the Association shall hold said Common Area for the duration of the Development, and thereafter, fee simple title thereto shall vest in all the then recorded Lot Owners as tenants in common.

NOW, THEREFORE, Declarant hereby declares that all of the property located within Bella Terra shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real

property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

1.1. **“Association”** shall mean and refer to Bella Terra Homeowners Association Inc., a nonprofit corporation to be formed in accordance with and under the Nonprofit Corporation Law of the State of Missouri, its successors and assigns.

1.2. **“Articles of Incorporation”** shall mean and refer to the Articles of Incorporation of the Association.

1.3. **“Board”** or **“Board of Directors”** shall mean and refer to the Board of Directors of the Association.

1.4. **“Bylaws”** shall mean and refer to the Bylaws of the Association as adopted by and as amended from time to time by the Board of Directors.

1.5. **“Common Area(s)”** shall mean and refer to all real property, including improvements and facilities thereon, owned by the Association, designated as Tracts A thru F on the Plat for the common use and enjoyment of the Owners unless and until dedicated to and accepted by a public body or utility company.

1.6. **“Declarant”** shall mean and refer to Bella Terra Development Company, LLC, a Missouri limited liability company, its successors and assigns, if such successors or assigns should acquire more than two (2) undeveloped Lots from the Declarant for the purpose of development and sale to third parties.

1.7. **“Declaration”** shall mean this Trust, Covenants, Conditions and Restrictions of Bella Terra.

1.8. **“Bella Terra”** shall mean and refer to the single-family development of detached homes, which is identified as such on the recorded plat of the Development which may be filed from time to time, and as identified on Exhibit “A”, attached hereto.

1.9. **“Development”** shall mean and refer to all of the property located within Bella Terra, as more particularly described on the plat of Bella Terra referenced in Exhibit “A”, together with other property which may be subjected to the terms of this Declaration from time to time.

1.10. **“Development Period”** shall mean and refer to a period of time commencing on the date of this Declaration first set forth above and terminating on the date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

1.11. **“Governing Documents”** shall mean and refer to the Declaration, Bylaws, Articles of Incorporation and the Rules.

1.12. **“Lot”** shall mean and refer to any plot of land shown upon the recorded plat of Bella Terra, with the exception of the Common Areas, and any property dedicated to and accepted by a public body or agency.

1.13. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.14. "Owner / Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot located within the Development, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

1.15. "Rules" shall mean and refer to any rules and regulations concerning the use of the Common Areas as adopted by and as amended and/or added to from time to time by the Board of Directors and at the additional needs necessary to carry out these declarations.

1.16. "Structure" shall mean and refer to

1.16.1. Any thing or object (other than trees, shrubbery, landscaping, and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including without limitation, any building, garage, porch, shed, doghouse, greenhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, streetlight, sidewalk, wishing well, bird bath, statues, satellite dish, antennae or any other temporary or permanent improvement on such Lot;

1.16.2. Any excavation, fill, ditch, swale, dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot, and any Lot; and

1.16.3. Any change of more than six inches in the grade of any Lot.

ARTICLE II **PROPERTY RIGHTS**

2.1. Lots. Each Owner shall have a fee simple interest in such Owner's Lot, subject to the provisions of this Declaration.

2.2. Common Areas.

2.2.1. Conveyance of Common Area. The Declarant shall convey the Common Areas to the Association by special warranty deed.

2.2.2. Ownership of Common Areas. The Association shall hold the Common Areas in trust, it being the intent of the Declarant that the Common Areas shall hereunder be held and remain used and maintained for the common benefit of all of the Lot Owners for the duration of the Development, and thereafter in accordance with Article III.

2.2.3. Rights of Use and Enjoyment of Common Areas. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, and every owner is hereby granted a perpetual easement of use and enjoyment in and to any

Common Area, which shall be appurtenant to and shall pass with the title to such Owner's Lot, subject to the following restrictions and reservations and the Rules:

2.2.3.1. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as it may determine;

2.2.3.2. The right of the Board of Directors to adopt, enforce, and from time to time amend, the Rules, which shall enhance the preservation of such facilities and the safety and convenience of the users thereof.

2.2.3.3. The Board of Directors may, in its reasonable discretion, from time to time suspend use of the Common Areas if doing so would tend to benefit the Development.

2.2.3.4. All Owners within the Development are liable for the costs of maintenance of the Common Area and the costs of such maintenance shall be assessed proportionately against the Owners in accordance with Article VI.

2.2.4 Delegation of Use. Any Owner may delegate his or her right to enjoyment of the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on such Owner's Lot.

2.2.5 Use of Common Areas. The Common Areas shall be for the sole benefit, use and enjoyment of the Lot Owners, present and future, of the Development, provided however, the Common Areas may also be used by resident's guests outside of the Development subject to satisfaction of the following conditions:

2.2.5.1 No resident of the Development shall be denied the use of the Common Areas for any reason related to the extension of the privilege to resident's guests;

2.2.5.2 All rules and regulations promulgated pursuant to this Declaration with respect to Lot Owners shall be applied equally to all resident's guests;

2.2.5.3 All rules and regulations promulgated pursuant to this Declaration with respect to resident's guests of the Development shall be applied equally; and

2.2.5.4 At any time after the recording of this Declaration, a majority of the residents of the Development, by election duly called, may elect to allow or disallow usage of the other Common Areas by resident's guests of the Development.

2.2.5.5 Ownership of any lot in the Development shall not occur until the Association is formed and ownership of all of the Common Area has been transferred to the Association.

ARTICLE III
DURATION OF DECLARATION; VACATION

This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be perpetual unless terminated by seventy-five percent (75%) of all Members, except that this Declaration as pertains to the Common Area shall be permanent. Any conveyance or change of ownership of any Lot shall convey with it ownership in the Common Area, and no interest in the Common Area shall be conveyed by an Owner except in conjunction with the sale of the Lot owned by such Owner. The sale of any Lot shall carry with it all the incidents of ownership in the Common Area although such is not expressly mentioned in the deed conveying such Lot.

ARTICLE IV
BELLA TERRA HOMEOWNERS ASSOCIATION, INC.

4.1 The Association. The Association is a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, the Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall be established prior to the recording of the final plat or sale of any part of the property in the Development.

4.2 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

4.3 Voting Rights. The Association shall have two classes of voting membership:

4.3.1 Class A. Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4.3.2 Class B. The Class B membership shall be the Declarant, and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Development Period.

4.4 Powers and Duties. The Association shall have all powers and duties set forth in the Governing Documents and all applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by the Board of Directors as advisable or necessary for the administration or operation of the Development, including, without limitation:

4.4.1 Acquisition of Common Areas. To acquire and hold the Common Areas in accordance with and subject to the provisions of the Governing Documents.

4.4.2 Control of Common Areas. To exercise such control over all easements and Common Areas, and any improvements or facilities thereon (to the

extent that the same have not been dedicated to and accepted by a public body or utility company for maintenance purposes), as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements and Common Areas by the necessary public utilities and others, including the right (to itself and others to whom it may grant permission) to construct, operate and maintain on, under and over all said easements and Common Areas streets, street lights, pipes, poles, wires, swales and other facilities and public utilities for service to the Lots shown on the Plat, and the right to establish traffic rules and regulations for the usage of such easements and Common Areas.

- 4.4.3 Maintenance of Common Areas.** To exercise control over and in the Board of Directors' discretion, provide continued maintenance upon the Common Areas and easements and any vegetation, improvements and facilities thereon; to own, manage, repair, maintain, replace, improve, and operate the Common Area and keep it and all improvements thereon in good condition; to improve, operate, maintain, repair and replace the same to promote the health, welfare, safety, morals, recreation, entertainment, education and for the general use of the Owners of Lots in Bella Terra, all in conformity with applicable laws and as the Board of Directors may deem advisable. Notwithstanding the foregoing, in the event that the need for maintenance, repair or replacement of the Common Area or the improvements or facilities thereon is caused through the willful or negligent act(s) of an Owner, or through the willful or negligent act(s) of the family, guests, invitees of an Owner, the cost of such maintenance, repair or replacement shall be levied against such Lot as an Individual Assessment.
- 4.4.4 Taxes.** To pay real estate taxes and assessments on said Common Areas.
- 4.4.5 Dedication.** To dedicate to public use any easement, streetlight or other improvement or facility constructed or to be constructed in the Development whenever such dedication would be accepted by a public agency.
- 4.4.6 Utility Service.** To provide necessary utility services to the Common Areas and any improvements or facilities thereon.
- 4.4.7 Rights-of-Way.** To install, construct, maintain, repair, and replace entrance monuments, streets and cul-de-sacs now or hereafter located within the Development to the extent that the same have not been dedicated to and accepted by a public body or utility company for maintenance purposes.
- 4.4.8 Grounds & Private Streets.** To landscape and provide for the furnishing of grass cutting, grounds maintenance, and irrigation of the Common Areas. In addition to provide snow removal on the private streets after a snow event of 2 or more inches of accumulation.

- 4.4.9 Drainage Facilities.** To maintain, repair, remove, and replace retention or detention facilities, swales, and any other sanitary or other drainage facilities located on or servicing any Common Area or improvements thereon within the Development, to the extent that the same have not been dedicated to and accepted by a public body or utility company for maintenance purposes. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair, replacement and removal of the approved septic system servicing such Owner's Lot.
- 4.4.10 Insurance.** To purchase and maintain in full force and effect: (i) liability insurance, protecting the Association, its Board of Directors, officers and agents and Lot Owners from any and all claims for personal injuries and property damage arising from use of Common Areas and facilities and improvements located in the Development; (ii) any insurance deemed necessary or appropriate to protect against damage to the Common Areas and improvements thereto; and (iii) liability insurance, protecting the Association, its Board of Directors, officers and agents from any and all claims for personal injuries and property damage arising from the Association's and the Board of Directors' actions in carrying out their duties pursuant to the terms of this Declaration and in connection with activities that occur on the Common Areas or on any Lot, which activities do not result from the gross negligence or willful misconduct of the Association or the Board. The costs of such insurance policies shall be assessed as set forth in Article VI.
- 4.4.11 Assessments.** To fix, levy, collect and enforce the payment of all charges and assessments which are provided for in the Governing Documents.
- 4.4.12 Easements.** To grant easements, rights-of-way, licenses, and similar interests over any part of the Common Areas for any lawful purpose.
- 4.4.13 Enforcement.** To prevent any violation of and compel the performance of and otherwise enforce any restrictions, covenants and conditions which are imposed by the Governing Documents. In the event an Owner of any Lot should violate any, restrictions, covenants and conditions which are imposed by the Governing Documents, the Board of Directors may give notice thereof to such Owner, and if such Owner does not remedy the violation to the satisfaction of the Board of Directors within fifteen (15) days thereafter, the Board of Directors shall have the right to enter upon said Lot to remedy such violation; provided, however, no notice shall be required in the event of an emergency. The reasonable costs incurred by the Association (including without limitation, reasonable attorneys' fees costs and expenses) in remedying such violation shall be levied against such Lot as an Individual Assessment or apply such other enforcement rule authorized by these declarations.
- 4.4.14 Compliance with Laws.** To make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of Cass

County or any municipality of which the Development may become a part.

4.4.15 Liens. To file liens in the Recorder of Deeds Office against Lots for which assessments have not been timely paid.

4.5 Employment. In exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this Declaration, from time to time to enter into contracts, employ agents, servants and labor as it may deem necessary, to employ legal counsel to negotiate disputes, enforce the Governing Documents and to institute and prosecute such suits as it may deem necessary or advisable and to defend suits brought against it.

4.6 Meetings of the Association. Meetings of the Association shall be held in accordance with the procedures set forth in the Bylaws.

ARTICLE V **BOARD OF DIRECTORS**

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of three (3) directors, who shall serve without compensation, and who shall have the authority to adopt and amend Bylaws from time to time. Prior to the Turnover Date (as defined in Section 5.3), directors do not need to be Members of the Association. Thereafter, directors shall be Members of the Association. The Board shall have the powers and duties enumerated in the Bylaws. Before any person shall become a member of and serve on the Board of Directors, he or she shall be bonded as set forth in the Bylaws. The cost of premiums for such bonds shall be assessed as set forth in Article VI and shall not be borne by the individual members of the Board of Directors.

5.2 Initial Board of Directors. The original Board of Directors shall consist of Troy Bellah, Cody Bellah, and Doug Galant designated herein as "Original Board Members," who, by their signatures to this instrument, consent to serve in that capacity. Whenever any of the Original Board Members resigns, refuses to act, becomes disabled or dies, the Declarant shall appoint a successor or successors. The Original Board Members and their successors shall, among themselves, elect a President, Vice-President and Secretary as set forth in the Bylaws.

5.3 Turnover of Board of Directors. Upon the expiration of the Development Period, the Declarant shall cause the resignation of all the Original Board Members (the "Turnover Date"). The Class A membership shall then select three (3) Board members to serve as follows: one for a one (1) year term, one for a two (2) year term and one for a three (3) year term. Thereafter, each Board members shall be elected for terms of three (3) years each, each one to be elected upon the expiration of the individual member's then current term. Directors may be removed at any time as set forth in the Bylaws. The first purchaser at retail means the first purchaser utilizing the Lot as a personal residence as distinguished from sale in bulk or at wholesale for development for resale.

5.4 Vacancies. Except as set forth in Section 5.2, in the event of the removal, death or resignation of a Director, a successor shall be selected by a majority vote of the remaining Directors to serve until the next annual meeting of the Association, at which time a new Director shall be elected to serve for the unexpired term of such new Director's predecessor. Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies among the Directors, the Director of Planning of Cass County, Missouri may, upon the petition of any concerned Owner of a Lot, appoint one (1) or more Directors to

fill vacancies until such time as Directors are selected in accordance with this Declaration. Notwithstanding any other provision to the contrary, any person so appointed who is not an Owner of a Lot shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots in the Development.

5.5 Meetings of the Board of Directors. Meetings of the Board of Directors shall be held in accordance with the procedures set forth in the Bylaws.

ARTICLE VI **ASSESSMENTS**

6.1 Covenants for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association: (a) Annual Assessments, (b) Special Assessments, and (c) any Individual Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessment, unless otherwise provided for herein or authorized by the Association, shall be due and payable on February 15, and late if not received by February 20. Each such assessment or charge, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person(s) who or entity which was the Owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments and charges shall not pass to any successors in title unless expressly assumed by them. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his, her or its Lot.

6.2 Annual Assessments. Each year on or before December 1, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Association and the Board of Directors, including but not limited to the improvement, operation, repair and maintenance of Common Areas and the easements, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements (hereinafter collectively referred to as the "Estimated Cash Requirement"), and shall on or before December 15, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed to each Lot Owner based upon a percentage equal to the total amount of Lots owned by each Lot Owner divided by the total amount of Lots located in Bella Terra. On or before the date of the annual meeting of each calendar year, the Board of Directors shall, if requested, supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year, the amounts actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. This annual accounting shall be supplied to first mortgage holders within ninety (90) days of the fiscal year, if requested by such first mortgagee.

The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the Lot Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the Annual Assessment at the then existing rate established for the previous period until the assessment is adjusted and ten (10) days notice thereof mailed to the Lot Owners.

6.3 Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose

of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Areas or to any Lot or Lots, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A membership who are voting in person or by proxy at a meeting called for this purpose, and the consent of the Declarant if during the Development Period.

6.4 Individual Assessments. The Board of Directors may levy an assessment (which shall subject to becoming a lien against the Lot) in whole or part, the costs incurred or paid by the Board in remedying any violation of this Declaration, the Bylaws or the Rules. Such assessment shall, however, only be levied against the Lot or Lots owned by the Owner who has violated such provision; provided, however, that Individual Assessments shall never be levied against Lots owned by the Declarant. Such assessment shall be due within fourteen (14) days of a written demand therefor.

6.5 Reserve Fund. The Board of Directors may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If said Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, which shall be assessed to each Lot Owner, the Board of Directors shall serve notice of such further assessment on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective commencing with the monthly maintenance payment which is due next, following the delivery or mailing of such notice of further assessment. All Lot Owners shall be obligated to pay the adjusted monthly amount.

6.6 Accounting. The Board of Directors shall keep full and correct books of account and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner or any mortgagee thereof at such reasonable time or time during normal business hours as may be requested by any Lot Owner, its representative or mortgagee.

6.7 Initial Adjustment. When the first Board of Directors elected hereunder takes office, the Board of Directors shall determine the Estimated Cash Requirement for the period commencing sixty (60) days after said election and ending on December 31 of the calendar year for which said election occurs. Assessments shall be levied against the Lot Owners during said period as provided in Sections 6.1 through 6.3.

6.8 Payments. All funds collected hereunder shall be held and expended for the purposes designated herein. All checks, drafts or other forms of payment shall require the signature of one (1) member of the Board of Directors, or its designated agent.

6.9 Enforcement. If any Lot Owner fails or refuses to make any payment of any assessment when due, the amount thereof, together with interest at the rate of ten percent (10%) per annum, a late charge equal to \$50.00 and all court costs, reasonable attorney's fees, and expenses of collection or enforcement incurred by the Association, all shall constitute a lien on the interest of such Lot Owner in the property, and upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Lot Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Lot Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Lot Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the

unpaid common expenses with respect to the Lot covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown.

6.10 Assessment Shall be a Lien. The lien to secure payment of common expenses shall be in favor of the Association and shall be for the benefit of all Lot Owners, and may be foreclosed by an action brought in the name of the Board, in like manner as a mortgage or real property, as provided in Sections 443.190-443.440 V.A.M.S.

6.11 Right to Bring Suit. Suit to recover unpaid common expenses, interest thereon and attorney's fees and costs, plus late charges, may be brought by the Board of Directors without foreclosing or waiving the lien securing same, and such action shall not constitute a waiver of the Board of Directors' right to invoke any other remedy provided for herein, or otherwise available of law or in equity.

6.12 Administration Fee. In addition to the annual assessment provided above, each non-exempt Lot shall be subject to a one-time administration fee in the amount of Four Hundred Dollars (\$400.00), payable by the Lot Owner, at such time as the Lot is conveyed to a Lot Owner. Builders shall be exempt of this administration fee, but the builder's buyer shall pay this fee at the Builder/Buyer closing. The assessment levied pursuant to this Section shall constitute a contribution to the administration capital fund of the Association and shall not constitute an advance payment of any special assessment pursuant to this Article VI.

6.13 Exempt Property. Notwithstanding anything contained in this Declaration to the contrary, this Indenture shall be exempt from the assessments, special assessments, charges and liens created herein: (i) all Common Areas; (ii) all properties exempted from taxation under the laws of the State of Missouri; (iii) all Lots owned by the Declarant before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale for development for resale), unless such Lot is being utilized as a personal residence.

6.14 County Assessment; Nuisance. In the event that any condition of the Common Area is determined to be a nuisance or in disrepair in violation of any provision of the Cass County Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Area shall be assessed proportionately against the Lots, in an equal amount per individual lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually.

6.15 The County shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Area, and such provisions shall not be modified or amended without the written consent of the County.

ARTICLE VII
RESTRICTIVE COVENANTS

Except as set forth in Article X, the use of Lots and Common Areas is restricted as follows:

7.1 Building Use. No part of any Lot shall be used for a purpose other than single-family dwellings, and uses accessory thereto. The terms "single-family dwelling" shall mean buildings occupied as a residence. Except for the marketing and sale of residences and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, commercial activities of any kind must be approved by the Board of Directors in writing before conducted on any Lot. No main residence shall be used as rental property other than a "Rent Option to Buy" program which must be approved by the Board of Directors. Caretakers quarters or Mother in Law's quarters and accessory thereto may be leased out by the owners of the main residence.

7.2 Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the Consent of the Board of Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

7.3 Temporary Structures. All equipment, compost piles, woodpiles, tents, etc., shall be kept in backyards to conceal them from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly be permitted to be left outside so as to be visible from the street. No portable basketball goals, radio/television antennas, or clotheslines are permitted. Satellite dishes may be allowed by written approval by the Board of Directors.

7.4 Permanent Structures. No playground equipment is permitted in the front or side yard. Permanently constructed stoves, grills or ovens may be allowed with the approval of the Board of Directors. Permanently mounted basketball goals with black post and clear backboard located in the area of the garage are permitted.

7.5 Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear set-back lines shown on the plat of the Property.

7.6 Animals. No animals, reptiles, birds, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Development without the written approval from the Board of Directors; except that three (3) dogs, or (3) cats, or (3) other household pets (which number shall be inclusive of any trained service animals), may be kept as pets in any dwelling. Two (2) horses per three (3) acres of ground owned per residence shall be permitted. Up to four (4) egg laying chickens (no roosters) per residence shall be allowed. Chicken coops and or runs must be a minimum distance of (200) two hundred feet from any existing or future neighboring residence. Outdoor animals requiring outdoor structure such as dog houses, coops, run ins, shelters and the like, of which the design, composition and color of those structures must match the main residence and plans must be approved by the Board of Directors. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Any pet or animal causing or creating a nuisance or unreasonable disturbance, noise or offensive odor may be permanently removed from the Property upon fourteen (14) days' written notice from the Board of Directors. Animals shall not be permitted upon the Common Area unless it is carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner responsible for the animal. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of this Declaration, the Bylaws, or the Rules and Regulations, the animal in question may be

permanently removed from the Development upon thirty (30) days' written notice from the Board of Directors. If any animal causes damage to the Common Areas or the improvements thereon, the Owner responsible for such animal shall indemnify the Association for the costs of repairing such damage. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner, and Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

7.7 Nuisances/Safety. No noxious, offensive, dangerous or noisy activity shall be carried on upon any portion of the Development, nor shall anything be done thereon that may be or become a nuisance or annoyance to or endanger the health or wellbeing of any Owners in the Development. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel or upon a basketball goal within the boundaries of a Lot.

7.8 Signs. No signs, billboard or advertisements of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (a) one (1) sign of not more than five (5) square feet, advertising the property for sale or for temporary garage sale; or (b) signs advocating a candidate or a position in a duly held election, provided it is not displayed for more than thirty (30) days before and removed within ten (10) days after such election. No flag or ornamental pole light fixtures are allowed except if approved by the Board of Directors.

7.9 Vehicles. No motorcycle, boat, trailer, recreational vehicles, motorhomes, travel trailers, off road vehicle, or other motor vehicle, except an automobile, pick-up truck or SUV which is used as a passenger vehicle only, shall be stored or parked over 5 (five) consecutive nights in any parking area, street, driveway or in any other place or location within the Development, except an enclosed garage, without the written approval of the Board of Directors. The Board of Directors shall have the right to have any such vehicle which is improperly parked or stored, towed away at the expense of such violator, and with no liability to the Board of Directors.

7.10 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

7.11 Agriculture. No Lot shall be used for any agricultural use, except that of a well-kept vegetable garden of no more than 1,200 square feet in size may be maintained. Any and all other agriculture use shall be approved by the Board of Directors.

7.12 Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the Board of Directors.

7.13 Garbage. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection. All trash cans/receptacles shall be concealed from view until trash day. No burning of trash shall be permitted.

7.14 Maintenance of Lot and Improvements. Each Owner shall at all times keep his or her Lots, buildings, improvements, and appurtenances in a safe, clean, neat, and sanitary condition. Appropriate maintenance shall include, but not be limited to, the timely seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. Each Owner shall comply with all laws, ordinances, and regulations pertaining to health, safety, and pollution.

7.15 Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Declaration and are and/or the Plat. No structure, planting or other material shall be placed or permitted to remain in such easement which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

7.16 Prior Plan Approval. No building shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the location of the improvements or alterations have been approved by the Board of Directors in writing as to conformity and harmony of external design with existing structures. The Board of Directors shall have absolute authority over any and all design features including exterior color choices. In addition; It is in the best interest of the Development and the Owners that construction is performed by Builders with experience and financial security to assure quality construction and completion of construction projects. Therefore, all Builders in the Development shall be approved by the Board of Directors. The Board may maintain a list of approved Builders or may, upon review approve other Builders submitting plans for approval. The Board’s decision on the approval of a Builder shall be final.

7.17 Minimum Square Footage & Width.

Bella Terra	Minimum Square Footage (enclosed floor area)
Single level above ground ranch or main level of reverse one and one half story	2,000 sf
One and one half story	2,800 sf total above ground (minimum of 1,800 sf main level)
Two story	3,000 sf total above ground (minimum of 1,400 sf on main level)

Minimum of three (3) car side or rear entry garage on main residence. No front entry garages permitted.

Minimum width of house including garage to be 85 feet.

Raised ranch, split level type, earth contact or barndominium residences shall not be allowed. “Enclosed floor area” as used herein shall mean and include areas of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence. The Board of Directors may require greater square footages as a condition to approval of any plan.

7.18 Building Materials.

- 7.18.1** The front elevation of all homes shall be mostly masonry consisting of stucco/dryvit, brick or stone. Trim boards and or timbers may be used to outline windows, corners and accent gables. Any other use of wood on the front elevation will need the approval of the Board of Directors.
- 7.18.2** Sides and rear elevations: Stucco, brick, stone, fiber-cement siding, wood lap siding and/or smart siding are allowed. All other siding material options must be approved by the Board of Directors.
- 7.18.3** Stone/Brick: Natural stone or brick and synthetic stone or brick veneer materials are allowed.
- 7.18.4** Stucco: conventional or acrylic stucco is allowed.
- 7.18.5** Exterior fireplace chimneys must be masonry, brick, stone or stucco, unless otherwise approved by the Board of Directors.

If the material falls under the categories listed above and is a widely used material in the Midwest, the Board of Directors shall encourage or allow the use of the material and any other material not specifically listed in 7.17.1 must be approved by the Board of Directors prior to use.

7.19 Windows. All residences shall have wood, wood clad, bronze aluminum, composite or vinyl windows. All windows on all elevations have the same color of window sash.

7.20 Attached Garages & Garage Doors. All attached garages to the main house shall be side or rear entry only. No front facing garages. All garage doors must be painted or stained the same color as each other and harmonize with the main house. Courtyard side entry garages are allowed only with the approval from the Board of Directors.

7.21 Driveways. All driveways from the main residential street to the residence garage shall be concrete. No asphalt, pavers or gravel allowed.

7.22 Driveway entrance monuments. Individual masonry entrance monuments are allowed as long as the masonry materials and color match the main house. Design, size, location and color must be approved by the Board of Directors.

7.23 Drainage Pipes Under Driveway. All tin whistles or drainage pipes that run under the driveway at the main street drainage swale must have decorative end caps of some sort. This can be concrete, pavers or masonry. No bare exposed pipe ends shall be allowed.

7.24 Color Schemes. Color schemes, new construction and or repaint, must be approved by the Developer or the Board of Directors and a maximum of three (3) paint colors will be permitted on wall materials (excluding doors, windows, and flashing) and a maximum of two (2) colors permitted on trim materials (including fascia, corner boards, accent pieces and excluding doors and windows). Earth tone colors are preferred. All wood decks, if not composite, shall be painted or stained to compliment the house colors.

7.25 Roofing. Lifetime Laminate Dimensional Composition shingle, concrete or clay tile and standing seam metal roofs are allowed. Any composition roof color other than Weathered Wood or equivalent and any roof type other than composition shingle must obtain approval from the Board of Directors when submitting plans for approval.

7.26 Decks. All deck improvements including repair and replacement require approval of the Board of Directors and require submission of one (1) copy of the plot plan showing location. A Cass County building permit may be required for any changes to a deck. All decks shall be made of the following materials: cedar, composite wood, metal or wood balusters. Pressure treated wood is allowed for the deck flooring, stair jacks, treads and risers only. All deck railings, balusters, skirt boards and rims shall be painted or stained to keep the new wood look and shall compliment the house colors.

7.27 Outbuildings. Detached outbuildings are allowed and shall match the color, composition, roofing, and materials of the main house. Any outbuilding larger than 3,000 square feet or higher than 15 feet eave height must obtain a variance from the Board of Directors. Outbuildings must be located behind the front plane of the residence. Outbuilding must be built at the same time as the main house or after the main house is built. Plans and specs on any outbuilding must obtain prior approval from the Board of Directors.

7.28 Dual Fuel Subdivision. All homes must have heat pump with gas backup heat source. Any deviation from this could result in a penalty fee paid to the utility companies.

7.29 Sewer Facilities. Each residence shall have adequate onsite waste water treatment, septic tank or sewer facilities. Each waste water treatment system shall comply with all building codes and Health Department regulations of Cass County, and Department of Natural Resources of the State of Missouri or other governmental entity as may have jurisdiction over the property. No ponds are allowed.

7.30 Fences. Fences must be between four (4) to six (6) feet in height and cannot enclose any area to the front of the mid-point of both sides of the house as measured from the side of the house opposite of the side the garage is located on. No fences are allowed in the front yard. Approved fence materials include black metal picket, black metal 3 rail, or black metal pipe fence. (aluminum or higher grade). No wire, chain link or wood fences allowed. All swimming pools, spas, etc require perimeter fencing per code and shall be black metal as well.

7.31 Landscaping, Seeding and Gardens. All Lots shall have a minimum of four (4) deciduous trees minimum 2" in caliper in the front yard and a minimum front yard landscaping package of twelve (12) plants shall be required. Landscaping lighting is optional but encouraged in the form of ground lighting or gas-like types lamps. Any such lighting shall be directed at the home and in a low voltage format. Each lot must be professionally prepared and completely seeded with turf type Fescue. All other seed varieties must be approved by the Board of Directors. Any gardens larger than 1200 square feet in size must be approved by the Board of Directors.

7.32 Mailboxes. All mailboxes shall be incased on all sides with masonry materials that match the main house. An address plaque or contrasting address numbers shall be placed on each resident mailbox.

7.33 Uncompleted Structures. Construction of a residence or any other Structure shall not commence until the Board of Directors has approved the final plans and specifications. No residence or other Structure shall be permitted to stand with its exterior in an unfinished condition for a period longer

than six (6) months after commencement of construction. Extensions for periods beyond six (6) months may be granted by the Board of Directors in its sole discretion. In the event of fire, windstorm or other damage, no residence or other Structure shall be permitted to remain in a damaged condition for more than three (3) months. No residence or other Structure shall be occupied until completed according to the plans and specifications approved by the Board of Directors.

7.34 Swimming Pools.

- 7.34.1** Permanent back yard swimming pools will be approved by the Board of Directors only after careful consideration of the potential effect of such pool on neighboring properties. No above-ground pools are permitted.
- 7.34.2** The application for construction of permanent type backyard swimming pools will not be considered unless the application is accompanied by an application for acceptable fence design. The design shall conform to the Cass County regulations for such fencing. Use of planting in the vicinity of the pool is recommended to soften the effect of sound on adjacent property.
- 7.34.3** All pool construction, spas, hot tubs and Jacuzzis must be submitted to the Cass County for a building permit before submitting to the Board of Directors.
- 7.34.4** A swimming pool must be separated from adjoining property with a black metal fence at least four (4) feet in height and provided with gates which must be kept locked when the pool is unattended.
- 7.34.5** Spas, hot tubs, Jacuzzis and yard pools must have approval of the Board of Directors before any work is undertaken. The application for a hot tub will not be considered unless the hot tub is equipped with a locking lid. A spa will be approved after careful consideration of the effect of such spa on neighboring properties and may require fencing for safety.

7.35 Solar Panels.

Solar Panel arrays will be permitted but confined to the least obtrusive location possible on each property. No arrays shall be visible from the street row of the property. Any Solar array shall be specifically approved by the developer if operating, or the Board of Directors.

ARTICLE VIII **EASEMENTS**

8.1 Reservation of Easements. Declarant hereby reserves those easements indicated on the plat of the Development referenced in Exhibit "A", attached hereto.

8.2 Utility Easements. Declarant hereby reserves to itself, its successors and assigns, the Association, its directors, officers, and agents, the District #6 Water Utilities, Spire Gas Energy, Osage Valley Electric and other public authorities or utilities, and their respective successors and assigns, the perpetual right and non-exclusive easement to enter any Lot or the Common Areas at any time and from

time to time to inspect, erect, install, maintain, repair, rebuild and operate water, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. In the event that any utilities or utility connections are located in whole or in part on a Lot other than the Lot being served by such utilities and connections, the Owner of the Lot being served and the applicable utility company shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance, and replacement of such line or connection; provided that following such entry, the Owner or utility company so entering promptly restores such other Lot to its condition immediately prior to such entry.

8.3 Association Easement. Declarant hereby reserves to itself, its successors and assigns, the Association, its directors, officers, an easement to enter upon any easement, Lot, or part of the Common Areas in the exercise and discharge of their respective powers and responsibilities, including, without limitation; (a) to inspect, construct, install, maintain, operate, repair, landscape, cut, remove and/or replace as appropriate any improvement, utility line, sewer, drainage facility, swale, vegetation or structure within the Common Areas; and (b) to enforce the provisions of this Declaration, the Bylaws or the Rules. Except in the case of any emergency, when access shall be immediate, the right of entry created by this Section 8.3 shall be exercised only after advance notice to any Owner directly affected by such entry.

8.4 Easement for Encroachment. To the extent that any portion of any improvement which is part of the initial improvements constructed by Declarant in the Development (or repairs, restorations, or replacements of such improvements) encroaches on any other Lot, or Common Areas, a valid easement for such encroachment shall exist.

8.5 Development Easements. During the Development Period, Declarant, its successors, agents and employees, shall have an easement to enter upon any easement, Lot, or part of the Common Areas in connection with the construction, maintenance, development, and marketing of Bella Terra or any property adjacent to Bella Terra.

8.6 Temporary Licenses. The Association and each Owner shall have the right to enter upon a reasonable portion of such other Lot, or Common Areas at reasonable times for the purpose of performing repairs and maintenance to his or her Lot; provided that following such entry, the Association or Owner so entering promptly restores such other Lot or Common Areas to its condition immediately prior to such entry.

8.7 Government Functions. All policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Development, in the performance of proper governmental functions.

ARTICLE IX **ARCHITECTURAL CONTROL**

No Structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of such Structure shall have been submitted and approved in writing as to harmony of external design with structures, abutting the proposed Structure and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event plans and specifications are approved by the Board of Directors, then, in that event, the applicant shall obtain the consent of Cass County, Missouri prior to the commencement of work. The purpose of the foregoing requirements is to ensure that the appearances,

aesthetics, and design of the Development shall at all times remain constant and uniform. The repair, replacement, repainting, resurfacing, or restoration of any Structure originally approved by the Board of Directors shall not be subject to the review or approval of the Board of Directors provided that, following any such repair, replacement, repainting, resurfacing, or restoration of any such Structure, the external appearance of such Structure shall be substantially identical with the appearance of said Structure as originally approved unless Board of Directors approval is obtained therefore. The Board of Directors may appoint a committee of three (3) people to consider all approvals required under Articles VII and IX. Notwithstanding the foregoing, the provisions of this Article IX shall not apply to or govern any original construction work, or maintenance or repair thereof, performed by the Declarant or its agents or contractors during the Development Period.

ARTICLE X DEVELOPMENT RIGHTS

10.1 Annexation of Property; Modifications to the Plat; and Amendments to the Declaration. Each person or entity acquiring a Lot within the Development, and its mortgagees, shall be conclusively deemed to have appointed the Declarant as the Lot Owners' attorney-in-fact during the Development Period for the following purposes. During this period, Declarant reserves the right, but not the obligation, and shall have full power and authority to amend the Declaration and plat of Bella Terra to:

10.1.1 subject any additional property which had not been subjected to this Declaration to the covenants, conditions and restrictions of this Declaration;

10.1.2 create or to modify Lots and Common Areas and to subdivide with respect to any annexed property;

10.1.3 delete any property still owned by Declarant from the plat of Bella Terra and from the terms and provisions of this Declaration;

10.1.4 extend or expand the Development, including roads, Lots and Common Areas;

10.1.5 convert unsold Lots into Common Areas;

10.1.6 amend this Declaration unilaterally to (a) make its terms comply with all applicable ordinances, statutes, rules, regulations or requirement of any government body having jurisdiction over the Development, including, without limitation, Cass County, the State of Missouri, of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, and the Veteran's Administration; (b) correct any errors; (c) to facilitate the construction of the Development, and to grant easements; or (d) extend the Development Period prior to expiration and provided Declarant owns at least one (1) Lot.

In order to subject any property reserved for future development to this Declaration, Declarant shall execute an amendment to this Declaration and/or the plat. Said amendment and plat shall be recorded in the office of the Cass County Recorder of Deeds. Any annexed property shall be subject in all respects to each and every provision of this Declaration as well as any additional terms and provisions at the Declarant's discretion. All future improvements will be consistent with initial improvements in terms of quality of construction. Action under this Section shall not require the prior approval of the Members.

10.2 Voting Rights of Annexed Property. All Lot Owners of property which is annexed as provided in Section 10.1 shall have such voting rights and assessment obligations as are contained in the Declaration as of the date title to the Lot is conveyed to such Owner. All assessments shall be prorated so that a Lot Owner's obligation for assessments shall commence on the date title to the Lot is conveyed to such Owner.

10.3 Development Rights. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors or parties designated by them in connection with any grading, construction, completion, sale or leasing of any portion of the Development. At all times and from time to time, during the Development Period, Declarant (and its successors, assigns and mortgagees) shall have the right and privilege:

10.3.1 to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development;

10.3.2 to maintain Lots as sales, model, management, business and construction offices;

10.3.3 to maintain and locate construction trailers and construction tools and equipment within the Development; and

10.3.4 to grant easements on, over and in the Development.

The construction of improvements by Declarant shall not be considered a nuisance and Declarant hereby reserves the right and privilege for itself (and its successors, assigns and mortgagees) to conduct the activities enumerated in this Section until all present and future Lots of the Development have been completed and conveyed to third parties.

10.4 Assignment of Rights. Declarant may assign, transfer or convey all or any reservations hereunder and upon such assignment, transfer or conveyance, Declarant shall immediately be released and discharged as to any and all liability to such reservation, right or obligation.

SECTION XI **CONSTRUCTION ON LOTS**

11.1 Standards.

11.1.1 No Lot is to be cleared nor shall construction commence on any Lot until a building permit therefor is granted, the Lot closing has taken place and the Board of Directors has approved in writing the building plans, specifications and plot plan showing the location of all structures for such construction.

11.1.2 No dumping or open burning of construction materials, waste or trash shall occur on any building Lot.

11.1.3 Each builder is responsible for verifying rock or fill at footing depth for each lot.

11.1.4 Signs identifying the home builder or realtor shall be limited to one main sign 24" X 18" . Feather flags are allowed for the purpose of public open houses only. No other signs identifying Builder or Realtor shall be permitted without written consent.

11.1.5 Lots may not be resold or traded to any party except to a retail purchaser for use as a single-family dwelling without the approval of the Declarant.

11.1.6 Erosion control shall be provided on all Lots. Special care shall be taken to ensure silt does not enter into the storm water retention/detention ponds. The Declarant or the Board of Directors may, at its sole discretion, require the builder to place erosion control materials such as straw bales or fencing on any portion of a Lot that appears to be in an erodible condition.

11.1.7 Each builder is responsible for keeping mud, gravel and other debris clean from all streets. The Declarant or the Board of Directors may, at its sole discretion, require a builder to clean the street to the extent such builder caused mud, gravel and other debris to accumulate on the street.

11.1.8 Builders and contractors are responsible, and will be held accountable, for the actions of their workers as well as those of their subcontractors. Loud music or drinking alcohol will not be permitted on any construction site.

11.1.9 No changes in plans during the construction period will be permitted without prior written approval of the Board of Directors.

11.1.10 Once residences are occupied within Bella Terra, all exterior construction work shall be performed in accordance with the Cass County's noise ordinances

11.1.11 Excess excavation materials must be hauled away from the Lot and from the Development.

11.1.12 Concrete suppliers and contractors shall clean their equipment only at locations designated by the Declarant for that purpose.

11.1.13 Builders shall contain all lightweight trash and debris in containers or in garage every day to keep out of the wind. Builders and their subcontractors will be responsible for keeping the construction sites in a well-maintained appearance at all times.

SECTION XII **GENERAL PROVISIONS**

12.1 Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board of Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board of Directors need be made parties, and in any event the proceeds received shall be held by the Association for the benefit of the Owners. In the event any

proceeds of eminent domain are paid to Owners, such payments shall be made jointly to the Owners and the holders of first mortgages or deeds of trust on such Lots, as their interests may appear.

12.2 Amendment. Except as provided for in Article X, following the recordation of this Declaration, this Declaration may be amended, modified or changed (including without limitation, the addition of new monetary and/or non-monetary obligations, new restrictions and removal of rights) upon the approval of not less than seventy-five (75%) of the Members of the Association if such amendment is made during the Development Period. All amendments, modifications or changes to the Declaration shall be recorded in the Office of the Recorder of Deeds of Cass County, Missouri. Notwithstanding the foregoing, no such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Association with respect to maintenance of the Common Area and the power to levy assessments.

12.3 Enforcement. The Association, or any Owner, shall have the right to enforce, by a 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 or by any Owner to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or to any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration, at law, or in equity. In the event the Association is required to initiate legal action to enforce these provisions or prevent the violation thereof, and if the Association is successful in the litigation, the Association's reasonable attorney fees and expenses shall be levied against such Owner as an Individual Assessment.

12.4 Reservation of Expenditures. Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, escrows, charges and expenses incurred with respect to the Property.

12.5 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Declaration.

12.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of Bella Terra. The captions contained in this Declaration are inserted as a matter of reference only, and in no way limit or otherwise affect the scope, meaning or effect of any provision hereof. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities, such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law.

12.7 Conflicts. If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any of the Rules and Regulations adopted pursuant to the terms of such documents, the provisions of the document earlier referred to in this sentence shall govern.

12.8 Notices. Whenever notices are required to be sent hereunder, the same may be delivered to Owners either personally or by certified mail, addressed to such Owners at their place of residence on file with the Association. Proof of such mailing or personal delivery shall be given by affidavit of the

person mailing or personally delivering said notices. Notices to the Association shall be delivered in person or by certified mail to the Secretary of the Association and notices to the Declarant shall be delivered by certified mail to any responsible officer thereof at their respective corporate offices. All notices shall be deemed and considered sent upon receipt. Any party may change his or its mailing address by written notice to the Association office.

12.9 Notice to Mortgagees. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or deed of trust against any Lot shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the Owner or Owners, whose Lot ownership is subject to such mortgage or deed of trust. Upon written request to the Board of Directors, the Board of Directors shall notify, in writing, the mortgagee of any Owner of any default of any obligation by the said Owner under the terms and conditions of this Declaration or the Bylaws of the Association, that shall not have been cured within sixty (60) days after the default by the Owner.

12.10 Acceptance by Grantee. Each grantee of Declarant by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such Owner in like manner as though the provision of this Declaration were recited and stipulated at length in each and every deed of conveyance.

12.11 Damage and Destruction.

12.11.1 Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction to the damages or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area to substantially the same condition in which they existed prior to the fire or other casualty. Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct.

12.11.2 In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged or destroyed property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

12.11.3 If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall without the necessity of a vote of the Members, levy a special assessment against all Owners as provided in Article VI. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

12.11.4 In the event any proceeds of insurance policies are paid to Owners, such payments shall be made jointly to the Owners and the holders of first mortgages or deeds of trust on such Lots, as their interests may appear.


12.12 No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

12.13 Each Owner, at the time of purchase, shall be furnished with a copy of this Declaration.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Declarant, by its duly authorized officers, has executed this Declaration this 9th day of May, 2024.

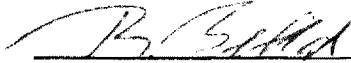
BELLA TERRA DEVELOPMENT COMPANY, LLC, a Missouri limited liability company


By: 


Troy Bellah, managing member



BOARD OF DIRECTORS


Troy Bellah


Cody Bellah


Doug Galant

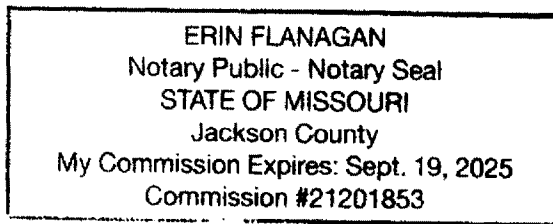
STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this 10th day of May, in the year 2024, before me appeared Troy Bellah to me personally known, who, being by me duly sworn, did say that he is the manager of BELLA TERRA DEVELOPMENT COMPANY, LLC, a limited liability company of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said limited liability company; and that said instrument was signed and sealed on behalf of limited liability company and he acknowledged said instrument to be the free act and deed of said limited liability company.

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

Erin Flanagan
Notary Public

My Commission expires: 9-19-2025



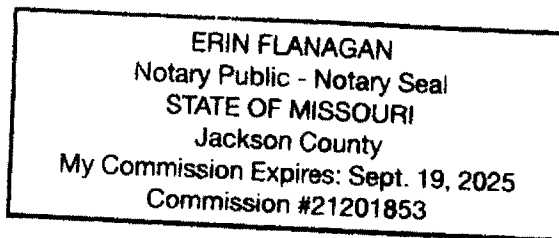
STATE OF MISSOURI)
) SS.
County of Cass)

On this 10th day of May, in the year 2024, before me appeared **Troy Bellah, Cody Bellah and Doug Galant** to me personally known, who, being by me duly sworn, did say that they are members of the Board of Directors described in and who executed the foregoing instrument, and acknowledged said instrument was signed on behalf of the Board of Directors and acknowledged said instrument to be the free act and deed of said Board of Directors.

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

Erin Flanagan
Notary Public

My Commission expires 9-19-2025



The property depicted on the Bella Terra – 1st Plat, filed for record in Plat Book 26, Page 31, of the Cass County, Missouri records.