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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:GBEQUETTE \$117.00

RESTATED INDENTURE OF RESTRICTIONS FOR DIETRICH CROSSING

On this 13 day of February, 2014, this Restated Indenture of Restrictions for Dietrich Crossing, is made by and between, Karen J. Lindquist, Daryn Weatherman and Kenneth L. Tunnell, as the Trustees of Dietrich Crossing, a residential subdivision located in the City of Foristell, St. Charles County, Missouri, with the written approval of one hundred percent (100%) of the lot owners of Dietrich Crossing.

WHEREAS, Fastrac Development, LLC, a Missouri limited liability company, was the original developer of Dietrich Crossing (the "Subdivision"), and filed the original Plat for Dietrich Crossing (the "Plat") with the Office of the Recorder of Deeds of St. Charles County, Missouri on October 12, 2004, and said Plat is recorded in Plat Book 41, Page 193; and

WHEREAS, the Subdivision consists of twenty residential lots (each a "Lot" collectively the "Lots"), common ground, streets, easements and other areas, to form the Subdivision; and

WHEREAS, Fastrac Development, LLC as grantor, and John Scaturro and Rick Egelhoff as grantees and trustees, filed the original Indenture of Restrictions for Dietrich Crossing (hereinafter referred to as the "Original Indenture") with the Office of the Recorder of Deeds of St. Charles County, Missouri on September 29, 2005, and said Original Indenture is recorded in Book 4305, Pages 2013-2032; and

WHEREAS, John Scaturro and Rick Egelhoff as purported authorized trustees, filed an amendment to the Original Indenture (hereinafter referred to as the "First Amendment") with the Office of the Recorder of Deeds of St. Charles County, Missouri on September 1, 2009, and said



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First Amendment is recorded in Book 5258, Page 1178; and

WHEREAS, the Subdivision is located in the City of Foristell, Missouri (the "City") and is subject to the ordinances of the City; and

WHEREAS, the Original Indenture provides in Article VI, Section 8, that the Original Indenture may be amended by an instrument signed by not less than one-half (1/2) of the then owners of the fee simple title of all lots in the Subdivision; and

WHEREAS, it is the intent of owners of the Lots by executing this document to amend said Original Indenture and the First Amendment in the whole, by striking said Original Indenture and the First Amendment in the whole and replacing in lieu therewith this Restated Indenture of Restrictions for Dietrich Crossing (hereinafter referred to as the "Restated Indenture"); and

WHEREAS, it is the intent of said Trustees and Lot owners by filing this Restated Indenture to declare that the Subdivision and any parts thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions found in this Restated Indenture, which are for the purpose of protecting the value and desirability of, and which shall run with the land in the Subdivision and be binding on all parties having any right, title or interest in and to the Subdivision, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representatives, successors and assigns;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, be it resolved that the following Restated Indenture be adopted in order to govern all property and residents of the Subdivision, and that this Restated Indenture shall replace any and all existing documents which have been duly filed with the Office of the Recorder of Deeds for St. Charles County, Missouri.

1. There shall be three (3) Trustees for the Subdivision who shall be elected or appointed pursuant to the terms of this Restated Indenture. The Lot owners of the Subdivision shall each be members of Dietrich Crossing Homeowners Association (the "Association"), which shall be governed by the Trustees. The Trustees shall exercise all the rights, duties, powers, and privileges granted under the terms of this Restated Indenture on behalf of and for the benefit of the Lot owners of the Subdivision. The Trustees are vested with the right on their own behalf and on behalf of each Lot owner in the Subdivision to enforce all of the restrictions, conditions, easements, liens, and covenants contained on the Plat or in this Restated Indenture. The Subdivision and the Association shall be governed in the following manner:

- (a) The members of the Association shall be the Lot owners of the Subdivision.
- (b) Each Lot shall represent one vote in any matter voted upon by the Lot owners as it pertains to the Association or the election of the Trustees.



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- (c) The Trustees shall manage the day-to-day affairs of the Association and the Subdivision.
- (i) The initial Trustees shall be three (3) in number and are confirmed by this Restated Indenture to be Karen J. Lindquist, who shall serve a three year term, more or less, expiring May, 2016, Daryn Weatherman who shall serve a two year term, more or less, expiring May, 2015, and Kenneth L. Tunnell who shall serve a term of one year, more or less, expiring May 2014.
 - (ii) When a Trustee's term expires, the Lot owners or the Board of Trustees shall call a meeting of the Lot owners to elect a successor Trustee who shall serve a three (3) year term. The majority of the Lot owners attending the meeting shall elect the successor Trustee. In the event of a tie, the highest-ranking officer of the Board of Trustees shall cast the tie-breaking vote, irrespective of whether or not the Trustee voted in the election. Provided however, that the highest-ranking officer shall be disqualified from casting a tie-breaking vote if he or she is one of the candidates. In that event, the next highest-ranking officer of the Board of Trustees shall cast the tie-breaking vote, irrespective of whether or not the Trustee voted in the election.
 - (iii) If the term of a Trustee has expired, the Trustee shall continue to serve until such time that the Lot owners have elected a successor Trustee as provided in subparagraph 1(c)(ii).
 - (iv) The authorized representative of any corporation or entity which owns a Lot in the Subdivision may serve as a Trustee. The Trustees elected under subparagraph 1(c) shall organize themselves by selecting a President, Secretary and Treasurer. Minutes shall be kept of all meetings of the Board of Trustees.
 - (v) If an initial Trustee or a Trustee so elected under subparagraph 1(c)(ii), or thereafter, shall die, decline to act, become incompetent or is removed from office, then the remaining Trustees shall appoint a successor who shall complete the term of that Trustee. A Trustee elected under subparagraph 1(c)(ii), or thereafter elected or appointed, may be removed from office upon a Petition signed by sixty percent (60%) or more of the Lot owners in the Subdivision.
- (d) A general meeting of Lot owners shall be held at least once every calendar year. Said general meeting shall be in a convenient place as designated by the existing Board of Trustees, after first giving ten (10) days written notice to



Lot owners at their last known addresses or by posting a sign in a prominent location in the Subdivision. Provided however, that the failure of any Lot owner to receive notice of a meeting shall not have an effect on any vote or business transacted at the meeting. Special meetings, as necessary, may be called by the Board of Trustees upon their own motion or upon petition of a majority of the Lot owners. Notice to Lot owners is not required for a special meeting of the Board of Trustees.

- (e) Unless provided for otherwise, a majority vote of the Board of Trustees is required to transact business on behalf of the Association and the Subdivision. In all other voting, whether for the election of the Board of Trustees, or for any other purpose whatsoever, each Lot shall represent one (1) vote.
- (f) Lot owners who have not paid their annual or general assessments in full as of the date of any scheduled vote, general, special, or otherwise, shall not be entitled to vote, however, their presence at a meeting, annual or special, shall not be denied.

2. The Board of Trustees, in addition to the above, shall have the following powers:

- (a) To enforce each and every provision of this Restated Indenture. This provision is intended to be cumulative and not to restrict the right of any Lot owner to proceed on his or her own behalf, but the power and authority herein granted to the Board of Trustees is intended to be discretionary and not mandatory.
- (b) To sell, convey, grant easements over and upon, and to dedicate for a public purpose and/or to the City, any and all common ground, detention areas, easements, storm water facilities, and other areas that were, or in the future are, dedicated to the Board of Trustees and/or Association by the Plat, this Restated Indenture, and/or any future recorded document. All common ground and detention areas not otherwise dedicated by the Plat, are hereby dedicated to the Trustees for the benefit of the Lot owners.

3. All dwelling structures erected on any Lot shall have the minimum square footage listed below, exclusive of any garage area, and must have enclosed solid foundations, to wit:

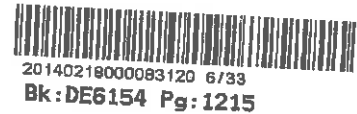
- (a) A dwelling of the design commonly referred to or known as a one (1) story dwelling shall have first floor living area, exclusive of that portion encompassed within an attached garage, of not less than two thousand five hundred (2,500) square feet.



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- (b) A dwelling of the design commonly referred to or known as a one and one-half (1½) story dwelling shall have first and second floor living area, exclusive of that portion encompassed within an attached garage, of not less than three thousand (3,000) square feet.
 - (c) A dwelling of the design commonly referred to or known as a two (2) story dwelling shall have first and second floor area, exclusive of that portion encompassed within an attached garage, of not less than three thousand two hundred (3,200) square feet.
 - (d) For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling. No dwelling or house shall be permitted that is more than two stories tall.
4. There shall not be erected or maintained either temporarily or permanently, any tent, house trailer, mobile home, or manufactured home on any Lot for any purpose whatsoever.
5. Any house erected, altered, placed or permitted to remain on any Lot shall be a single-family dwelling, which must include at least a three (3) car attached rear or side entry garage.
6. All private driveways and front porches shall be constructed as follows:
- (a) All private driveways constructed on any Lot shall be paved with concrete, decorative stone, concrete pavers, or with an exposed aggregate finish, and installed and constructed according to generally accepted engineering principles and procedures.
 - (b) Unless a variance is granted by Trustees, all driveways shall have a culvert/swale to allow proper drainage of water runoff.
 - (c) Any porch or patio that is constructed on a Lot and that is located in the front of the house shall have a finish of concrete, brick, decorative stone, or exposed aggregate.
7. It is the intent that all houses in the Subdivision shall have a similar appearance. Accordingly, all exterior walls and roofs of all structures shall be constructed as follows:
- (a) The front outside exterior wall(s) of all structures shall be constructed with a minimum of sixty percent (60%) brick, rock, or stone of good quality and workmanship. The remaining outside exterior walls of all structures shall be constructed of either brick, rock, stone, dryvit, maintenance free vinyl or concrete fiber siding and of good quality and workmanship. The use of any other material for the outside exterior walls or utilization of a lesser



percentage of materials shall not be permitted without first having obtained the written consent of the Board of Trustees. All mailboxes shall be constructed of brick, rock, or stone and designed in such a manner to match the front facade of the house.

- (b) The roofing material of all structures shall be of an architectural grade shingle or an approved equal. The use of any other roofing material for a structure shall not be permitted without first having obtained the written consent of the Board of Trustees. All eaves and overhangs shall be a minimum of one (1) foot. All roofs shall be a minimum 8/12 pitch. All chimneys must be boxed in to match the façade of house or otherwise constructed of brick or stone.

8. Before any house, building or other improvement shall be erected, placed, or altered on any residential Lot, the proposed plans must be approved by the Board of Trustees. The Lot owner shall submit the following in triplicate to the Trustees for review and approval:

- a) A proposed site plan showing the location, layout, dimensions and configuration of the proposed structures, including finish elevation, as well as proposed landscaping and fencing.
- b) A proposed building plan and supporting drawings, showing style and design of the proposed residence including the type of exterior materials and colors to be used.

During the review process, the Board of Trustees may inquire about and be advised of the quality of workmanship including compliance with applicable building codes. Construction not in conformity with the plans shall be deemed a violation of this Restated Indenture. If, after inspection, the Trustees believe any construction is not in agreement with the approved plans, the Trustees may halt construction, and may require, without court order, that corrective action be taken before construction can continue. The Trustees shall not be liable for any damages, delays or inconveniences caused by their inspection, whether or not the inspection results in the discovery and correction of any unapproved work.

9. A Lot owner shall be responsible for all erosion during construction and during the improvement of their property. The exterior of the house shall be completed within six (6) months of the start up date. Landscaping, seeding, and grading shall be completed within one (1) year of the start date.

10. All fences on any Lot shall be constructed in a workmanlike manner and made of black aluminum or wrought iron, and shall be approved by the Trustees prior to construction. The Trustees shall have the discretion to approve other types of materials for fences that have a similar appearance as black aluminum or wrought iron. Chain link fences made of any material are prohibited. Fences shall not be more than four (4) feet in height except for privacy fences, which



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may not be more than six (6) feet in height. All fencing, including its proposed location, must meet with the approval of the Board of Trustees prior to construction. All fences are subject to the ordinances and regulations of the City. To the extent that the City's ordinances or regulations concerning fences shall be more prohibitive than this Restated Indenture, then the City's ordinances shall prevail.

11. Notwithstanding the provisions of paragraphs 7, 8, 9 and 10 of this Restated Indenture, any improvement made or placed on a Lot after the initial dwelling is approved and constructed, shall require the approval of the Board of Trustees prior to construction and/or placement.
12. No laundry poles or permanent poles for attaching wires or lines on any kind for the purpose of handling laundry thereupon shall be erected, installed or constructed on any Lot.
13. The construction of earth contact houses are prohibited.
14. The construction of residences or outbuildings shall conform to the boundary and side line restrictions as set forth upon the Plat and any subsequent amendment thereto. Outbuildings are allowed on a Lot provided that they are constructed in a manner and with materials consistent with the appearance of the house on the Lot. Outbuildings that have a metal facade are prohibited unless approved by the Trustees in advance of construction. The front portion of all outbuildings shall conform to the provisions set forth in paragraph 7 hereof.
15. The construction, maintenance, and use of outside toilets or latrines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes.
16. There shall be no commercial use of any Lot in the Subdivision.
17. No motor vehicle for which the operation requires what is commonly called a commercial license under the laws of the State of Missouri, trailer, boat trailer, boat, watercraft, camping trailer, all terrain vehicle, or other similar vehicle or trailer shall be parked or permitted to remain on any Lot in the Subdivision within public view.
18. No Lot shall be used for any unlawful purpose or for any other purpose that would injure or affect the peaceful enjoyment of others, and no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.
19. No Lot in the Subdivision shall be subdivided.
20. No satellite dishes for radio and/or television shall be installed on a Lot if their width or diameter exceeds thirty-six (36) inches. To the extent possible, all satellite dishes shall be placed



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in a manner so there is appearance is not visible from the front of the house. Short wave radio antennas above the roof line of a house are prohibited unless a variance is granted by Trustees.

21. All swimming pools must be of in-ground construction.
22. Other than consumer products such as barbecue pits and the like, no above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot in the Subdivision.
23. No cattle, horses, swine, sheep, goats, chickens or other poultry shall be raised, bred or maintained on any Lot at any time. Domestic dogs and cats will be allowed but not to exceed four total per Lot. All domestic animals must be confined on an owner's Lot at all times except when leashed. All pet kennels shall be constructed with materials to match the house on the Lot.
24. All grasses and weeds which may grow up on any Lot shall be cut and trimmed by the owner thereof so as not to permit a height greater than ten (10) inches. If this is not done, the Board of Trustees and/or its agent shall have the right to enter said Lot and cut the grasses and weeds and an assessment may be made and charged against the Lot owner for the entire cost and expense of cutting the grass or weeds.
25. No automobile, motorcycle, trailer or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner, upon any Lot in the Subdivision, unless such repairs are conducted inside a private garage or outbuilding, and screened from public view. None of the above items in this paragraph may be performed on any street of the Subdivision.
26. Motor vehicle(s), not in proper operating condition, which shall remain on any Lot in public view or on any street for longer than fifteen (15) days are prohibited and shall be removed at the Lot owner's expense.
27. No sign of any kind shall be displayed in public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale.
28. No Lot shall be used or maintained as a dumping ground for rubbish or trash of any kind. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers that shall be disposed of not less than weekly.
29. By March 1st of any given year, the Board of Trustees may assess each Lot, and the owner thereof, in the amount and manner now set forth:
 - (a) To make general uniform assessments ("general assessment") not to exceed Four Hundred Dollars (\$400.00) on each Lot, and the owner thereof, in said Subdivision once per year for the maintenance and upkeep of the sidewalks, signs, common ground, easement areas, storm water facilities, detention



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ponds and/or reservoir, street and road maintenance, insurance, and any other expenses agreed upon by the Board of Trustees that are deemed a benefit to the Subdivision.

- (b) If at any time, the Board of Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the general assessment above provided ("special assessment"), they shall:
 - (i) submit, in writing, for the approval of the Lot owners, an outline of the plan of the project contemplated, and the estimate of the amount required for completion of the same, and the total special assessment required for each Lot owner; and
 - (ii) if such project and the special assessment so stated shall be approved by written consent of at least a majority of the Lot owners in said Subdivision, the Board of Trustees shall notify all owners of Lots in said Subdivision of the special assessment.
- (c) The limit of Four Hundred Dollars (\$400.00) per year for general assessment purposes, shall not apply to any special assessment made herein.

30. No assessment shall be made except upon resolution adopted by a majority of the Board of Trustees, at a meeting of the Board of Trustees, which said resolution shall be incorporated into and made a part of the minutes of said meeting.

31. Notice of all assessments may be given by:

- (a) mail, addressed to the last known or usual post office address of the holder of legal title to said Lot, or
- (b) posting a written notice of the assessment upon the Lot itself.

32. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.

33. Delinquent assessments shall be handled in the following manner:

- (a) From and effective the date when said assessments are due, it shall bear interest at the rate of fifteen percent (15%) per annum until paid.
- (b) The assessment and interest shall constitute a lien upon said Lot and said lien shall continue in full force and effect until said amount is fully paid.



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- (c) At any time after the passage of a resolution levying an assessment, the Board of Trustees may in addition, but is not required to, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more Lots, and cause same to be recorded in the Recorder's Office in the County of St. Charles, State of Missouri.
- (d) The Board of Trustees shall, upon payment, cancel or release any one or more Lots from the liability for assessment, as shown by recording, at the expense of the owner of the Lot affected, a release of such assessment with respect to any Lot affected, and the Board of Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments.
- (e) Assessment(s) shall constitute a first priority lien with respect to each Lot or Lots affected, whether notification of the levy of assessment is recorded or not, and the assessment lien shall be superior to all other liens and encumbrances affecting a Lot or Lots, including any deed(s) of trust.
- (f) Lot owners and their successors shall be personally liable for each general or special assessment that is levied against their respective Lot or Lots.

34. The Board of Trustees, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Restated Indenture, from time to time, may enter into contracts, employ agents, servants, as they deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as the Board of Trustees.

35. In any action to enforce any term of this Restated Indenture, if the Board of Trustees prevails to any extent, the Board of Trustees shall be entitled to recover all costs, including, without limitation, attorneys fees, court costs, recording fees, and other directly related costs.

36. The act or acts of any two (2) members of the Board of Trustees shall, for the purpose of this Restated Indenture, shall have the same force and effect as if all the Board of Trustees performed such act or acts.

37. The Board of Trustees shall have the power to open a bank account on behalf of the Association, to acquire tax identification number(s), file tax returns (if necessary), and perform all other necessary financial functions on behalf of the Association to properly govern the Association.

38. The members of the Board of Trustees shall not be personally liable for any debt, liability, or obligation of the Subdivision.



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39. This Restated Indenture may be changed, amended, or terminated by a written instrument signed by the owners of no less than two-thirds (2/3) of the Lots in said Subdivision. Any amendment or modification to this Restated Indenture becomes effective only upon recording of the same in the office of the Recorder of Deeds of St. Charles County, Missouri.

40. All Lots and tracts shall be subject to the provisions of this Restated Indenture, and any amendments thereto, for a period of ten (10) years. At the end of ten (10) years, this Restated Indenture shall be automatically extended for successive periods of ten (10) year periods not to exceed one hundred (100) years. Provided however, that this Restated Indenture may be amended as provided herein.

41. An invalidation of any part or section of this Restated Indenture by a judgment, court order, City ordinance, or State or Federal law shall in no way affect any of the other provisions of this Restated Indenture, which shall remain in full force and effect.

42. In addition to being subject to the terms of this Restated Indenture, each Lot owner are expressly bound and subject to the governmental authority of the City and its applicable ordinances and regulations.

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IN WITNESS WHEREOF, the Trustees of Dietrich Crossing, with the written approval of the Lot owners, have caused this Restated Indenture to be signed the day and year first above written.

TRUSTEES OF DIETRICH CROSSING

By: Karen J. Lindquist, Trustee
Karen J. Lindquist, Trustee

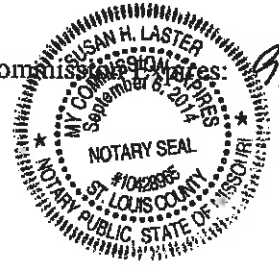
By: Daryn Weatherman, Trustee
Daryn Weatherman, Trustee

By: Kenneth L. Tunnell, Trustee
Kenneth L. Tunnell, Trustee

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

On this 13 day of FEBRUARY, 2014, before me personally Karen J. Lindquist, Daryn Weatherman and Kenneth L. Tunnell, to me known to be the persons described in and who executed the foregoing Restated Indenture of Restrictions for Dietrich Crossing as the Trustees of Dietrich Crossing, and acknowledged to me that they executed the same as their free act and deed.

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

My Commission Expires: 9/6/2014

Susan H. Laster
 Notary Public