

21
5-19
L-21



20060714000595150 RESTRIC
BK:DE4530 Pg:98
07/14/2006 10:27:19AM 1/21

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Mary Brown

File Number: 6-19316 *UST*

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: Declaration of Restrictions, Easements, Liens and Covenants for StoneCastle Homeowners Association

DATE: 07/13/06

GRANTOR(S): StoneCastle Development, LLC
GRANTOR(S) mailing address: 261 Bless Us Dr East Wentzville MO 63385

GRANTEE(S): StoneCastle Homeowners Association
GRANTEE(S) mailing address: 261 Bless Us Dr East Wentzville MO 63385

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"

REFERENCE BOOK AND PAGE NUMBER: *Plot* BOOK 43 PAGE 288

**DECLARATION OF
RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS
FOR**

July 13, 2006 **StoneCastle Homeowners Association**

THIS DECLARATION OF RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS FOR StoneCastle Homeowners Association is made by StoneCastle Development, LLC, A Missouri Limited Liability Company hereinafter called "Declarant", and StoneCastle Homeowners Association, hereinafter called "Association".

WHEREAS, Declarant is the owner of a certain tract of real estate situated in St. Charles County, Missouri, which Declarant is subdividing and the plat of it is recorded in the St. Charles County, Missouri, Recorder's office in Plat Book 43 Page 288 The subdivision is known as "StoneCastle Subdivision".

WHEREAS, it is the purpose and intent of this Declaration to protect StoneCastle Subdivision against certain uses by the adoption of restrictions and further to establish road maintenance provisions;

WHEREAS, Declarant wishes to declare legal provisions which relate to the various easements within StoneCastle Subdivision; and

WHEREAS, Declarant reserves the right to establish StoneCastle Homeowners Association as a Missouri not-for-profit corporation to administer these restrictions and easement provisions.

NOW, THEREFORE, in consideration of the premises and of the benefits that shall accrue to Declarant and to the subsequent Lot Owners, Declarant subjects StoneCastle Subdivision to the terms, conditions and restrictions of this Declaration, to wit:

ARTICLE I. DEFINITIONS

Section 1.1. "ARC" means the Architectural Review Committee of the Association.

1.2. "Association" is the total, collective aggregate of the Lot Owners, as defined herein, which may be formally established as a Missouri not-for-profit corporation known as StoneCastle Homeowners Association, Inc."

1.3. "Board" is the Board of Directors of the Association.

1.4. "Bylaws" is a document governing the internal operation of the Association.

1.5. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Lot Owners.

1.6. "'Declarant" is StoneCastle Development, LLC.

1.7. "Lot" is each Lot shown on the recorded Plat or future Plats of StoneCastle Subdivision.

1.8. "Lot Owner" is the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

1.9. "Plat" is the plat of StoneCastle Subdivision as recorded in the St. Charles County, Missouri, Recorder's office.

1.10. "Rules and Regulations" are those rules and regulations established pursuant to Section 3.1.

ARTICLES II. CREATION OF THE ASSOCIATION

Section 2.1. Declarant reserves the right to form a not-for-profit corporation under the laws of the State of Missouri known as "StoneCastle Homeowners Association, Inc." which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- 2.1.1. this Declaration;
- 2.1.2. the Association's Articles of Incorporation; and
- 2.1.3. the Association's Bylaws.

In any event, whether Declarant or the Lot Owners form a not-for-profit corporation or the Association acts as the aggregate of Lot Owners, the Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration.

2.2. Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Articles of Incorporation and/or Bylaws, shall be vested with the Board, unless otherwise specified.

ARTICLE III. POWERS OF THE ASSOCIATION

Declarant grants the Association and its successors the power to do each of the following:

Section 3.1. Elect a Board of Directors and adopt and/or amend Bylaws and Rules and Regulations which, by way of example and not limitation, may relate to driving or parking or the use of Common Areas or other Association property;

3.2. Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for Association expenses;

3.3. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting StoneCastle Subdivision;

3.4. Make contracts and incur liabilities, including the purchase of liability insurance for the roadways, common areas, and board of directors;

3.5. Regulate the use, maintenance, repair, replacement, and modifications of any road, or any other utilities (including street lights) which may be installed on the roadway easements; or in the easements which are or will be shown on the Plat(s) for StoneCastle Subdivision.

3.6. Cause additional improvements to be made to StoneCastle Subdivision;

3.7. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;

3.8. Grant easements for any period of time including permanent easements;

3.9. Grant licenses and concessions with respect to the facilities or property which the Association maintains.

3.10. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, or Rules and Regulations of the Association.

3.11. Assign its right to future income, including the right to receive assessments.

3.12. Exercise any other powers conferred by this Declaration, by the Association's Articles of Incorporation, or the Bylaws;

3.13. Exercise any other powers that may be exercised in the State of Missouri by legal entities of the same type as the Association;

3.14. Exercise any other power necessary and proper for the governance and operation of the Association.

3.15. Eminent Domain. In the even it shall become necessary for any public agency to acquire all of any part of the property owned by the Association (but not including property over which is has only easement rights), the Association is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. With respect to such acquisitions by eminent domain, only the Association need be made party, and in any event the proceeds received shall be held by the Association.

3.16. Indemnification: The Association has been granted power to indemnify every officer and director by virtue of provisions contained in the Association's Articles of Incorporation.

3.17. The above paragraphs are grants of powers only and the Association may or may not exercise them from time to time as it shall deem proper under the circumstances then prevailing in its sole discretion.

ARTICLE IV. SELECTION OF BOARD OF DIRECTORS OF THE ASSOCIATION

4.1. Original Directors. The first Board of Directors of the Association shall consist of Declarant and/or its Member(s).

4.2. The affairs of this Association shall be managed by the first Board of Directors until such time as one of the following events occurs:

4.2.1. When Ownership of 30 of the platted Lots has transferred from the Declarant to individual Lot Owners; or

4.2.2. Three (3) years from the date of the recording of this Declaration.

This shall be called the "Period of Declarant Control."

4.3. Successor Directors. After the Period of Declarant Control, the Association shall be managed by a Board of three (3) Directors who must be Lot Owners and /or any of the first Board of Directors. The number of Directors may be changed by amendment of the Bylaws of the Association or by amendment to this Declaration.

4.4. Should any Board member, die, resign or cease to hold the office as above set out or decline to act or become incompetent or unable for any reason to discharge the duties or avail themselves of or exercise the rights and powers hereby granted or bestowed upon them as members of the Board, then, the remaining Board members shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

4.5. The Board shall elect one of themselves as chairman and shall conduct an annual meeting each year on the first Saturday in January at a convenient time and place located in St. Charles County, beginning in 2007. A written notice shall be mailed, postage prepaid, postmarked at least ten days prior to the date of the annual meeting for that year, to each Lot Owner, provided however, that if the lot is owned by more than one person, mailing said notice to the same person to whom the tax bill of St. Charles is sent shall constitute proper notice. In lieu of mailing such notices, the Board may have them hand delivered to the Lots.

4.6. At the first annual meeting of the Lot Owners after the Period of Declarant Control, the Lot Owners shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the Lot Owners shall elect one (1) Director for a term of three (3) years.

4.7. Notice of the election of a Board member or members shall be given along with the notice of the annual meeting for that year.

4.8. Quorum. Sixty percent (60%) or more of the Lot Owners shall constitute a quorum for an annual meeting. If the required quorum is not present, a second meeting may be called; the required quorum at such meeting shall be thirty percent (30%) of all Lot Owners. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.9. Robert's Rules of Order shall be followed in the conducting of the meetings of the Lot Owners and the Board.

ARTICLE V. ASSESSMENTS AND LIENS

Section 5.1. The Association is authorized to make assessments upon and against Lots in accordance with the provisions of this Article.

5.2. The procedures to be followed in establishing the assessments and the budget may be set by the Association in its Bylaws.

5.3. Type of Assessments.

5.3.1. Annual Assessments.

5.3.1.1. The Association shall make a uniform "Annual Assessment" in an initial amount of Three Hundred Fifty Dollars (\$350.00) per Lot in each

calendar year upon each Lot, beginning on January 1, 2007 and the 1st day of the year thereafter. The Board shall provide written notice of the annual assessment anytime on or subsequent to January 1st of each year. Each Lot Owner shall have thirty (30) days to tender any assessment due upon the mailing/delivery of the assessment notice to the Lot Owner. The purpose of the Annual Assessment is to allow the Association to carry out all of the general duties and powers of the Association; to enable the Association to defend and enforce the Rules and Regulations and restrictions of StoneCastle Subdivision; to maintain the roads within the StoneCastle Subdivision, the entrance ways, the landscaping and shrubbery; or to perform or execute any powers or duties provided for in this instrument. Declarant shall be excluded from the levy of any assessment for any Lot owned by Declarant and shall have no obligation to the Association for said assessment(s).

5.3.1.2. This assessment will pay for the line items of the Association's operating budget, including, but not limited to, landscaping, snow removal; secretarial needs, office equipment needs; office supplies; entrance monument/sign, postage, audit and tax expenses; insurance; legal expenses; miscellaneous; and utilities (including street lights). This assessment may be used for a capital improvement fund; a replacement reserve (particularly for street replacement), or a contingency fund.

5.3.1.3. The Association may change the Annual Assessment from the initial Three Hundred Fifty Dollars (\$350.00) per year, beginning with the assessment for calendar year 2007. Any increases or decreases in the Annual Assessment shall be by an affirmative vote of a majority of the total number of Lot Owners in the Subdivision, to be determined by vote at the previous annual meeting of Lot owners. Said vote may be in person or by proxy.

5.3.1.4. Declarant intends to install a stabilization fabric over a prepared sub-grade, followed by 8" compacted rock, then 2-1/2" type X asphalt. After a period of approximately 2 years, Declarant would then top coat with another 1-1/2" of type C asphalt, bringing the asphalt thickness to 4". Declarant determines in its sole discretion when it is in the best interest of the Subdivision to add the before mentioned "top coat" to the streets. The intent of Declarant is to allow as many improved lots as possible to be built with minimal damage from construction vehicles across the roads of StoneCastle Subdivision.

5.3.1.4.1. The Declarant will maintain the roads (excluding snow removal) until they are "top coated". Once "top coated" and no later than June 30th, 2008, they become the exclusive responsibility of the Association.

5.3.2. Special Assessments.

5.3.2.1. The Association is further authorized to levy "Special Assessments" against any particular Lot, including but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration; and also for damage to facilities and property for which the Association is responsible, caused by the Lot Owners, Lot Owners' children, Lot Owner's tenants, Lot Owner's occupants, or Lot Owner's guest(s).



5.3.2.2. The Board may by resolution levy a fine of up to Twenty-five (\$25.00) per day upon any Lot for the continuing violation of the Declaration or the Rules and Regulations by the Lot Owner or the Lot Owner's tenant or occupant. Such fine shall only be imposed after the Board has given the Owner at least twenty (20) days written notice that a hearing will be held to determine the existence of any violation and only after the Board determines at such hearing that a violation exists. Any unpaid fines shall constitute a lien against the Lot.

5.4. Miscellaneous Provisions Relating To All Assessments.

5.4.1. Any delinquent assessment together with late charges, to be established by the Board; interest not to exceed the maximum legal rate; costs; and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

5.4.2. Each such delinquent assessment together with late charges, interest, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

5.4.3. Recording of this Declaration constitutes record notice and perfection of the liens. No further claim of liens or assessments is required.

5.4.4. In the event the assessment remains unpaid after sixty (60) days from the due date, the Association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien.

5.4.5. Each Lot Owner, by acceptance of a deed conveying title, vests in the Association, or its agents, the right and power to bring all actions against him or her, personally for the collection of such charges in the same manner as a mortgage on real estate on a power of sale under Sections 443.290 - 443.380 RSMo. or any successor provisions. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all Lot Owners.

5.4.6. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the Lot.

5.4.7. No Lot Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by virtue of abandonment of the Lot or non-use of the road.

5.4.8. Unless the purpose of a Lot Owner's payment is clearly marked for a specific purpose, all payments shall be applied first to costs and attorney's fees, then to late

charges, then to interest, then to delinquent assessments, then to any unpaid installments of the Annual Assessment, or Special Assessments in the oldest chronological order of their coming due.

5.4.9. The Declarant is excluded from Lot assessments. Assessments on Lots conveyed by Declarant to third parties (except any entity taking Declarant's ARTICLE XIII DECLARANT RIGHTS) shall be prorated at closing.

ARTICLE VI. INSURANCE

Section 6.1. Authority. The Board of Directors shall have the authority and may obtain casualty insurance for all insurable improvements which are the responsibility of the Association including the roads as well as any Common Area.

6.2. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association and its Board members.

6.3. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by individual Lot Owners, occupants, or their mortgagees.

6.4. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Lot Owner covenants and agrees with all other Lot Owners and with the Association that each Lot Owner acknowledges that the Association has no responsibility to provide liability or casualty insurance nor insurance of any other type upon any Lot for improvements which are not the responsibility of the Association and that each Lot Owner shall carry casualty and public liability insurance for his Lot at his own expense.

ARTICLE VII. RESTRICTIVE COVENANTS

Declarant does, by this Declaration, impose upon the Lots the following restrictions and conditions, to wit:

Section 7.1. No Lot shall be improved, used, or occupied other than for residential occupancy by a single family.

7.2. Easements for the installation and maintenance of utilities have been reserved on the recorded Plat(s) of StoneCastle Subdivision. Within the easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements in it shall be

maintained continuously by the Owner of the Lot, except for those improvements for which the public authority or utility company is responsible.

7.3. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot except domesticated dogs, cats, or other household pets may be raised and kept provided they are not kept, bred or maintained for any commercial or business purpose and provided that in the judgment of the Board, they are not a nuisance to the other residence. No Lot Owner may keep more than two (2) dogs and two(2) inside-dwelling cats and all such animals shall be contained within Lot Owners' property and shall not be allowed to roam freely in the Subdivision.

7.4. No Lot shall at any time be resubdivided or reduced in size below its original size as shown on the Plat.

7.5. No junk shall be stored on a Lot.

7.6. Structures on a Lot shall not be allowed to fall into disrepair and will be reasonable maintained. In the event of a fire or natural disaster, no structures located on any Lots shall remain in disrepair for longer than ninety (90) days.

7.7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more that five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

7.8. No vehicle, including but not limited to any motor vehicle, campers, trailer or boat shall be allowed on any Lot overnight, including driveways, unless it is kept garaged. No Lot Owner shall allow any overnight parking on any streets in the Subdivision nor any commercial vehicles to remain on a Lot without being garaged.

7.9. No mobile home, trailer, basement, tent, shack, garage, earth contact out building, barn, or other structure of a temporary character shall be used as a residence, temporarily or permanently.

7.10. Each Lot Owner shall keep all grass, plantings and other vegetation on the Owner's Lot neatly cut, trimmed and in healthy condition. No grass shall be allowed to grow taller than eight (8) inches on any unimproved lot, excepting Lots expressly excluded by the Board.

7.11. 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 neighborhood. Some of the nuisances prohibited under this Section shall include, but shall not be limed to, the keeping of household pets, machinery or equipment which are offensive to the neighborhood because of unreasonable or excessive noise, danger or odor from the keeping or use thereof.

7.12. Personal property including, without limitation, boats, trailers, campers, commercial vehicles, camper shells, all-terrain vehicles (ATVs) shall not be placed or stored permanently or temporarily (being defined as any time period in excess of forty-eight [48] hours) in the open on any Lot or Common Area, nor shall they be parked on any street overnight. The Board may cause any item of such personal property to be towed or removed at the Owner's expense.

7.12.1. No tractor trailers shall be placed on any Lot or Common Area.

7.12.2. No commercial vehicles will be allowed unless they are stored in a garage.

7.12.3. Recreational vehicles such as motor homes must be stored inside an enclosed garage.

7.12.4. This prohibition shall not apply to temporary parking of trucks or commercial vehicles for pickup or deliver, construction, or other commercial services. Pick-up trucks and van type vehicles with a capacity of three-quarter (3/4) ton or less shall not be classified as commercial vehicles if used exclusively for private use.

7.12.5. No disabled, unlicensed, or inoperable motor vehicle shall be placed on any Lot or Common Area.

7.12.6. No repairing, body work, painting of any motor vehicles, including passenger cars, except while in a an enclosed garage, shall be permitted and only then when the repairing, body work, or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

7.12.7. The use of ATVs, motorcycles, or go-karts are expressly prohibited anywhere in the Subdivision.

7.13. No commercial or business enterprise of any kind or character shall be established, operated, maintained or permitted on any Lot or part of a Lot or within any structure on any Lot, except such a commercial or business enterprise in which the business operations may be conducted within a residence by lawful permit(s).

7.14. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

7.15. All fuels tanks, including propane tanks, shall be stored underground.

7.16. All septic systems and lateral installations shall be property designed and installed so that the water percolation to the surface is not readily apparent and so that no odors are emitted to the neighborhood air. No part of any sewage disposal system may be located closer than 50' to any property line. All septic systems are to be approved by the appropriate

Government/Municipal authority prior to installation. No outside toilet or latrine shall be constructed on any lot.

7.17. 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

7.18. Ponds and Lakes. The construction of ponds/lakes shall not be permitted without the express written approval and consent of the ARC in its sole discretion. Requests will be considered on an individual basis according to watersheds and existing conditions. It is the specific intent (although not required) of Declarant to construct a lake which is designed to exist on Lots 22 through Lots 27. In the event Declarant exercises its option to construct said lake, the Declarant shall initially plat, survey, design, and construct said lake. After initial construction, it shall be solely owned and maintained by the Lot owners upon which the lake exists. Each Lot Owner (Lots 22-27) shall be equally responsible for the maintenance and care of said lake. Each Lot Owner (Lots 22-27) shall have exclusive and shared access upon the lake (excluding the shoreline) but shall only have shoreline access and use upon each Lot owner's respective Lot boundaries. No other Lot Owner shall have access rights, usage rights, or any financial obligations related to said lake. StoneCastle Homeowners Association shall not be obligated to or entrusted to levy any assessments or apply specific use restrictions upon said lake, except as set forth herein. During the period of Declarant Control, Declarant may (but shall not be obligated to) create a "Lake Owners Association" for the benefit and burden of Lot Owners for Lots 22 through Lots 27 for the express purpose of lake maintenance. Once deeded to Lot Owners 22 through 27, Declarant shall have no further obligations related to said lake and shall be released from any liability related to said lake, including but not limited to construction issues, dam leakage, water contamination, and fish stocking obligations.

7.19. Lot Owners may combine more than one contiguous Lot to create a larger Lot as a residence, subject to the ARC review and approval of how the Lot is to be improved and maintained.

7.19.1. In the event the Lot Owner combines more than one Lot for their residence, then the combined Lot shall be assess and vote as a single Lot.

7.19.2. Once combined, the Lot shall not be resubdivided without the approval of the ARC, and all of the provisions of this Declaration shall apply to any approved subdivided lots.

7.20. Satellite Dishes. Satellite dishes shall not exceed 18" in diameter and shall be obstructed from the view of the front elevation of the dwelling or any other structure upon which they are installed. No roof top antennas shall be allowed.

7.21. To the extent that maintenance is not required to be provided by the Declarant, Board, or Association, each Lot Owner shall keep all parts of his property, improved or

unimproved, in good order, repair and free of debris. On all unimproved Lots, the vegetation shall not be allowed to grow to a height of more than eight (8) inches up and to the tree line of any property. All yards to be seeded or sodded and properly maintained as such. Additionally, no debris or other items shall be stored on any Lot, unimproved or improved. If an Owner fails to maintain the property in a good and attractive manner, the Board after ten (10) days written notice to the Owner and by approval of at least two-thirds (2/3) of the Board, the Board shall have the right to enter upon such property to clean up the waste and debris, repair, restore, paint or otherwise maintain any part of such property at the Lot Owner's expense. The Board, agents or employees shall not be deemed guilty or liable for any trespass for any action taken pursuant to the powers herein granted.

7.22. Driveways. Each Lot Owner shall complete the driveway to the dwelling and any other detached garage/building within six (6) months of the structure completion. The driveway construction shall be comprised of concrete or blacktop, with the use of gravel being specifically disallowed. This restriction applies to driveway extensions, parking pads, turnaround pads, and side parking areas.

7.23 Landscaping. Each Lot Owner shall be required to submit landscaping plans to the ARC for approval upon occupying the dwelling. Each Lot Owner shall be required to complete initial landscaping on the Lot within six (6) months of the dwelling occupancy.

7.24 Firearms and Archery. No Lot Owner or their guests shall be allowed to discharge any firearm on any Lot or Common Area within StoneCastle Subdivision. Additionally, the use of any archery equipment, whether by longbow or crossbow, shall be expressly prohibited in the pursuit of any game, wildlife or animals. Hunting, trapping and/or the pursuit of any game, wildlife or animals shall be expressly prohibited.

ARTICLE VIII. ARCHITECTURAL REVIEW COMMITTEE

Section 8.1. The ARC shall consist of three (3) members chosen by the Board, any of whom may be Board members. The initial members of the ARC shall be Jeff N. Bax, Lana E. Bax and a third member selected unanimously by Jeff N. Bax and Lana E. Bax. Anytime thereafter, a majority of the ARC may designate a representative to act for it. In the event of death or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

8.2. The ARC shall have jurisdiction over all original construction on any portion of StoneCastle Subdivision. The ARC may prepare and promulgate design standards and application procedures. Since the ARC is a committee of the Association, the standards and procedures shall be those of the Association. The Association shall make both available to owners and builders who seek to engage in the development of or construction upon all or any portion of StoneCastle Subdivision. Construction and development must be in accordance with these design standards and application procedures of the ARC.

8.3. Plans must be submitted for a structure (which term shall, by way of example and not by way of limitation, include buildings, fences, walls, swimming pools and driveways) before construction. Plans shall include both site plans and construction plans and specifications which shall show the nature, kind, shape, color, size, materials, and location of any new construction. These plans must be approved by the ARC in accordance with the ARC's design standards.

8.4. Architectural Control. No fence, wall, building, swimming pool, tennis court, or other structure shall be commenced, erected or maintained upon any part of the Lots, nor shall any exterior additions to or change or alteration therein be made until the construction plans and specifications have been submitted to and approved in writing by the ARC as to harmony of exterior design and location in relation to surrounding structures and topography. A Five Hundred Dollar (\$500.00) deposit to cover repairs or maintenance to those areas for which the Association is responsible which may be damaged in the construction period shall be submitted with the applications. When construction plans and specifications as well as site plans have been approved, they must be strictly followed and adhered to in the erection of the building and/or structure. In the event the ARC shall fail to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to the ARC, approval will be deemed to have been fully given. Upon project completion, the deposit shall be returned to the Lot Owner after any allocation for repairs and/or maintenance.

8.4.1. Permit Requirement. No building, fence, wall, swimming pool, driveway, sidewalk, structure or other improvement shall be erected, constructed, built, planted, maintained, nor any excavation with respect thereto made; nor shall any addition thereto, change or alteration therein, or reconstruction, renovation or repair thereof be made, until a permit shall have first been obtained from the ARC and any applicable governmental permits.

8.4.2. Permit Application. All requests for ARC permits shall be in writing and shall include the applicant's proposed site plan and construction plans and specifications, which may include a detailed survey, topographical map, tree survey, fence style, grading plan, exterior color scheme, and a list of proposed construction materials.

8.4.3. Approval Process. All applications shall be reviewed to ensure that the proposed improvement is in compliance with these design standards and the Declaration. The following factors may be considered by the ARC in determining whether or not a permit shall be granted: (a) proposed quality of workmanship, (b) suitability of the improvement in relation to the particular site upon which it is to be built, (c) quality of materials, (d) architectural harmony thereof with the immediate surroundings and neighborhood setting, (e) effect of the proposed improvement as planned on existing topography, grade elevations and drainage patterns, (f) resulting outlook from adjacent or neighboring property, (g) preservation of natural landscape, (h) compatibility with existing architectural styles, and (i) such other architectural and land use criteria as shall be set forth in the Declaration or as from time to time shall be determined by the Board. Obtaining applicable government entity approval shall not preclude the need for written ARC approval. The ARC shall conduct its review, accept permit applications, hold meetings, render its decisions and otherwise function as forth in the Bylaws.

8.5. The ARC shall have jurisdiction over modifications, additions, or alterations made on or to existing residential units and the open spaces of each Lot.

8.6. The Association shall have the authority and standing to enforce in courts of competent jurisdiction any decision of the ARC.

ARTICLE IX. ARCHITECTURAL RESTRICTIONS

StoneCastle Subdivision shall be subject to the following architectural restrictions:

Section 9.1. No dwelling shall be placed on or erected on any Lot unless it shall contain at least the following square feet of total floor area (as measured by outside wall dimensions and exclusive of basement, outside or attached porches and decks, attached garage or breezeway):

9.1.1. Story and a half Dwellings = The ground floor of the main structure shall have no less than 2,200 square feet, with the total structure having a minimum of 3,400 square feet. The roofline may be continuous or staggered. The minimum roof pitch shall be 8/12, with forward facing roof pitches with a minimum of 10/12. The minimum floor to ceiling height on the first floor shall be no less than 9';

9.1.2. Two Story Dwellings = The ground floor of the main structure shall have no less than 2,200 square feet, with the total structure having a minimum of 3,400 square feet. The roofline may be continuous or staggered. The minimum roof pitch shall be 8/12, with forward facing roof pitches with a minimum of 10/12. The minimum floor to ceiling height on the first floor shall be no less than 9';

9.1.3. One Story Dwellings = The ground floor of the main structure, exclusive of porches, decks and garages shall have no less than 2,800 square feet. The minimum roof pitch shall be 8/12, with forward facing roof pitches with a minimum of 10/12. The minimum floor to ceiling height on the first floor shall be no less than 9';

9.2. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one single family dwelling not to exceed two stories and such other outbuildings customarily used as private garages or storage space, or as otherwise allowed in this Declaration. The front elevation of each dwelling shall consist of no less than eighty percent (80%) brick and/or stone, unless specifically authorized in writing by the ARC. The ARC reserves the right to authorize the construction of certain plans with less than the required eighty percent (80%) if the architectural specification meets the overall design criteria of the Subdivision. All dwellings shall have brick shadow boards on any forward facing gables/columns. All dwellings shall have no more than 8" of exposed foundation and have masonry wrap of at least 2'. Architectural shingles shall be required on any building/structure. Any detached garage shall match the design of the dwelling. Garages may be detached or attached; the total such garage space for any one lot

shall not exceed space for six (6) automobiles. The ARC reserves the right to grant exceptions to the (6) car limit upon a case by case review. An attached garage must accommodate a minimum of three (3) automobiles unless the approved plans include a detached garage, in which only two (2) automobiles need to be accommodated in the attached garage. The garage entry shall be on the side or rear of the building structure.

9.3. Buildings with metal exterior and pole barns are expressly prohibited.

9.4. In the event that the ARC grants approval to a Lot Owner to occupy the residence prior to final completion of all aspects of the residence, the Lot Owner shall execute a letter to the Association agreeing that Lot Owner will timely complete the residence to ARC approved plans and specifications.

9.5. No buildings shall be located on any Lot in front of the minimum building set back line as shown on the Plat. No residence shall be located nearer than thirty (30) feet to any side lot line nor nearer than fifty (50) feet to the rear lot line. Any approved accessory structure shall not be located nearer than thirty (30) feet to any side lot line or thirty (30) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a building.

9.6. Swimming Pools. In-ground pools of any kind on any Lots shall not be erected or maintained without the written approval of the ARC. In any event, any swimming pool must be located in the rear yard between two parallel lines extended from the sides of the main residence structure to the rear property line and be constructed of quality materials and installed in a manner to prevent water leakage or structural collapse. The ARC reserves the right to grant exceptions to the pool location upon individual case review. There shall be no above-ground pools allowed.

9.7. No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. All dwellings must be completed and occupied within twelve (12) months of the beginning of construction unless an extension is authorized and granted in writing by the ARC, in its sole discretion.

9.8. Fences. No fencing, patios, storage areas of any type shall be erected or maintained on any Lot or Common Area without the prior approval of the ARC. Chain link fences, cyclone fences, barb wire fences and fences of similar design are expressly prohibited for purposes of marking or enclosing property boundary lines. All fencing shall be behind the front of a residential home. Cyclone style fencing may be erected for dog containment but shall not exceed an enclosed 8 foot by 10 foot area. Any fencing surrounding inground pools shall be aluminum or wrought iron and shall require the approval of the ARC.

Yard Fencing shall be restricted to side and rear yard locations. The location of fencing shall be determined on the merits of each proposed location with consideration given to the

amount of adjacent open space, height, and compatibility of materials and color with existing dwelling and other dwellings in the immediate vicinity.

9.9. Exterior Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

9.10. Decks, Mailboxes, pool houses, gardens. All improvements for decking, exterior patios, mailboxes, pool houses, gardens and any other structure shall require the approval of the ARC.

ARTICLE X. TEMPORARY CONSTRUCTION PROVISIONS

Section 10.1. The construction site on the Lot will have soil retention if deemed necessary by the ARC.

10.2. All construction is to be performed in a manner as to not create a nuisance to the other Lot Owners.

ARTICLE XI. EASEMENTS

Section 11.1. By virtue of the recorded Plat(s), Declarant has given easements to the Association for the benefit of the Lot Owners for ingress, egress and utilities. These easements are also referred to in Section 7.3 above.

11.2. The Association will administer these easements and maintain them in accordance with the powers of the Association listed in Article III of this Declaration.

11.3. The Association is authorized to make assessments in accordance with Article V against the Lots in order to pay for the expense of the easements shown on the recorded Plat(s) of StoneCastle Subdivision.

11.4. All streets and roadways as shown on said Plat(s) of StoneCastle Subdivision are hereby dedicated for the private and perpetual use of the Lot Owners of StoneCastle Subdivision. Said streets and roadways shall be privately maintained by the Association from funds provided by the Annual Assessment. Declarant reserves the right to dedicate the streets and roadways to a public entity, whether county or municipal, for the public use thereon. Upon the sale of 4/5ths of the Lots by Declarant, the Association shall thereafter have the non-exclusive right to so dedicate the streets and roadways to a public entity. In any event, the streets and roadways shall remain private until accepted by the public entity.

11.5. The Association may release its easement rights herein by appropriate recorded instrument.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.1. During the Period of Declarant Control, Declarant shall have the sole and exclusive right to amend this Declaration by modification, addition, or deletion of various provisions and recordation thereof.

12.2. After the Period of Declarant Control, no modification or amendment to this Declaration shall be valid unless such modification or amendment has the written assent of the Lot Owners representing in the aggregate 60% or more of all Lots. Such modification or amendment must be duly recorded in the St. Charles County, Missouri, Recorder's Office.

12.3. Application of Declaration to Purchasers at Foreclosure. Should any mortgage, deed of trust or other lien, whether consensual or nonconsensual, be foreclosed against any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by this Declaration.

12.4. This Declaration and its provisions are to run with the ownership of each Lot and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for continuing successive periods of ten (10) years each unless the Declaration is modified or removed as provided above; provided however, that nothing stated herein shall affect the existence of the easements discuss in Article XI above.

ARTICLE XIII. DECLARANT RIGHTS

Section 13.1. Reservations by Declarant. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves the following rights, powers, and exceptions regarding StoneCastle Subdivision and the terms and provisions of this Declaration.

13.1.1. Reservation of Expenditures. The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees and consultation fees with respect to any subdivisions or land which is now or may in the future be made subject hereto.

13.1.2. Declarant reserves the right to change the road frontage grade of any lot during road construction.

13.1.3. Additional Land May be Brought Under Declaration. The Declarant shall have the right to, from time to time, render other land also subject and subservient to the Declaration in all respects if such land is adjacent to StoneCastle Subdivision, by executing, delivering to the Board and recording a supplement to this Declaration stating:

13.1.3.1. A description of the land to be added and,

13.1.3.2. A statement that the Declarant, or any of its members, is or are the owner or part-owner in fee simple of such land; provided that if the Declarant is only part owner thereof, all others having interest therein shall join in such supplement.

Following the execution delivery and recording of such supplement, but subject to its terms, such land to be added shall in all respects be fully subject to the Declaration and to the Bylaws and to all rights, privileges, obligations, duties, liability, responsibilities, burdens, and restrictions, and to the easements granted in the Plat and this Declaration, as though said land had originally been included in and subject to the Declaration, without exception or qualification of any nature or description.

13.1.4. Signs. Nothing herein shall be construed to prohibit the Declarant from establishing or erecting such promotional signs as it shall determine necessary in its sole discretion on any part of StoneCastle Subdivision. Any such promotional sign may be of a type, size and character as Declarant solely shall determine suitable to advertise the availability of a Lot, or Lots, for sale.

13.1.5. Amendment. Declarant reserves the right to amend this Declaration by modification, addition, or deletion of any provisions hereof during the Period of Declarant Control.

13.1.6. Refunds. Declarant reserves the right to receive any utility or development deposits or escrow which may be refunded.

13.2. Declarant may assign these ARTICLE XIII DECLARANT RIGHTS by appropriate recorded instrument without any other approvals.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Trust on the date and year first above written.

Jeff N. Bax 7-13-2006
StoneCastle Development, LLC
By its Sole Member, Jeff N. Bax Date

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

Before me, a Notary Public, within and for said County and State, Missouri, personally appeared Jeff N. Bax, who, being first duly sworn upon his oath, states that he signed the foregoing THIS DECLARATION OF RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS FOR STONECASTLE HOMEOWNERS ASSOCIATION as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
in the County and State aforesaid this 13th day of JULY, 2006.



Notary Public

My Commissions Expires:

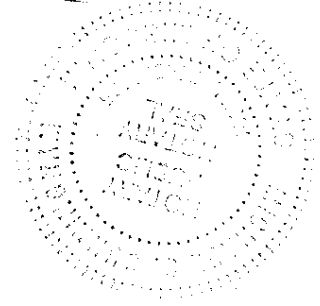
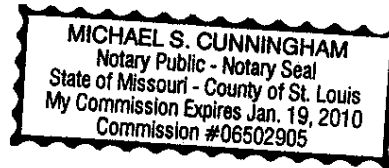


Exhibit "A"

All lots of STONECASTLE, a subdivision in St. Charles County according to the plat thereof recorded in Plat Book *43* Page *288* of the St. Charles County Records.