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Christine Kleindienst
Recorder of Deeds

ROUNDTREE PROPERTIES

(Space above reserved for Recorder of Deeds certification)

Title of Document: RESTRICTIVE COVENANTS OF STERLING RIDGE PLAT 3

Date of Document: July 27, 2021

Grantor(s) ROUNDTREE PROPERTIES, LLC, a Missouri Corporation

Grantee(s) ROUNDTREE PROPERTIES, LLC Statutory Mailing Address(s):
C/O Shane Spalding

12458 County Road 4039

Holts Summit MO 65043

Legal Description:

Lots 22 through 35, inclusive, of Sterling Ridge Plat 3 as shown by Plat recorded in Plat Book 9 at Page 30, Deed Records of Callaway County, Missouri that nothing co-owners thereof if such right of partition shall otherwise be available but such partition shall not be in kind.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described real estate situated in Callaway County, Missouri, to wit:

Lots 22 through 35, inclusive, of Sterling Ridge Plat 3 as shown by Plat recorded in Plat Book 9 at Page 301, Deed Records of Callaway County, Missouri that nothing co-owners thereof if such right of partition shall otherwise be available but such partition shall not be in kind.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein (referred to herein as the "covenants") upon all of the above described Lots for its own benefit and for the benefit of all future owners of said lots; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and future successive owners of said Lots shall have the right to invoke and enforce said covenants and restrictions;

NOW THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described Lots, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described Lots and to its successors and assigns forever, to wit:

DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

a) "Lot" shall mean each of the following Lots:

Lots 22 through 35, inclusive, of Sterling Ridge Plat 3 as shown by Plat recorded in Plat Book 9 at Page 301, Deed Records of Callaway County, Missouri that nothing co-owners thereof if such right of partition shall otherwise be available but such partition shall not be in kind.

b) "Single Family Residential Dwelling" shall mean a single detached building arranged, intended and designed for occupancy by one family in one dwelling unit.

c) "Dwelling" shall mean a residential structure arranged, intended and designed for occupancy by one family in one living unit.

d) "Family" shall be deemed to mean one or more persons occupying a one family dwelling unit living as a single house-keeping unit on a long term basis whether or not related to each other by birth or marriage.

e) "Developer" shall be deemed to mean Roundtree Properties, LLC, a Missouri Corporation, and any person or persons to whom the developer shall assign all or any part of its rights as the Developer under the terms of this declaration by a written assignment.

f) "Lot Owner" means the person or persons whose recorded estates or interests, individually or collectively, aggregate fee simple ownership, but not including a lien or mortgage holder, unless such person becomes the owner of said lot.

USE RESTRICTIONS

2. That each said Lot and the Dwelling erected on each Lot shall be used only for owner occupied Single Family Residential Dwelling purposes and no other purpose, and not more than one (1) Single Family Residential Dwelling shall be constructed on each Lot.

3. That no Single Family Residential Dwelling shall be permitted on any of the above described Lots unless the following requirements are met:

a) The finished living area of the ground floor of a one story Dwelling without a basement shall contain not less than 1,700 square feet.

b) The total finished living area of the ground floor of a one story Dwelling containing a basement shall contain not less than 1,700 square feet.

c) The total finished living area of the ground floor of a one and one-half story Dwelling shall contain not less than 1,600 square feet and the total finished living area of the ground floor and the upper floor of said Dwelling shall contain not less than 2,100 square feet.

- d)** The finished living area of the ground floor of a two-story Dwelling shall contain not less than 1,600 square feet and the total finished living area of the ground floor and the upper floor of said Dwelling must contain not less than 1,000 square feet.

The term "finished living area" as used herein shall be exclusive of and not include basement area, open porches, patios and garages.

- 4.** No Dwelling shall be permitted on any of the above described Lots unless it contains an attached garage for two (2) or more automobiles. No garage may be used as living quarters. No carport shall be permitted on any Lot.
- 5.** No detached building nor any outside storage shed (permanent or portable) shall be permitted on any Lot without the prior consent of the Architectural Control Committee.
- 6.** No Dwelling shall be permitted on any Lot unless the front and each side of the exterior wall space of the Dwelling, is composed of brick, stone, stucco, or Hardi-Board construction material or any combination thereof, except if the style of the home is such that masonry is not appropriate the Architectural Control Committee shall have the authority to waive in writing the requirements of this paragraph.
- 7.** If vinyl siding is used on a Dwelling on any exterior wall it must have a minimum thickness of .044 millimeter and must be nailed with electroplated nails but the provisions of this paragraph shall not be deemed to limit or affect the restrictions contained in paragraph 6 above. Vinyl siding is only permitted on the rear wall of the structure and only if it is not visible from the street.
- 8.** If asphalt shingles are used on a Dwelling said asphalt shingles must be of the "architectural" variety or type.
- 9.** No Dwelling shall be permitted on any Lot unless the roof contains a pitch which shall not be less than seven (7) inches of vertical drop for each twelve (12) inches of roof "run," except the restrictions of this paragraph shall not apply to a porch roof.
- 10.** No flue or chimney shall be constructed adjacent to the exterior wall of any Dwelling unless the same is entirely enclosed with masonry or the same material as the exterior siding on the Dwelling.
- 11.** No Dwelling shall be permitted on any Lot unless the Lot also contains a driveway leading from the public street to the garage attached to the Dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

12. No fence shall be constructed on any Lot closer to the front boundary line of the Lot than the rear corners of the Dwelling on the Lot and in addition, on corner Lots no fence shall be constructed closer to the side boundary lines of the Lot than the building lines shown on the subdivision plat, and on any Lot closer than five (5) feet from the boundary line of the Lot, and in case of a dispute or question regarding the proper location of a fence the same shall be decided in writing by the Architectural Control Committee.

No fence shall be constructed on any Lot unless the same is composed of wood, vinyl, brick, stone or stucco construction material or any combination thereof.

No fence shall be constructed on any Lot without the approval of the Architectural Control Committee as provided below herein, notwithstanding the other provisions of this paragraph 12.

13. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed 1-ton in size, shall be placed or stored in the open on any Lot nearer to the boundary lines of the Lot than the building setback lines shown on the subdivision plat.

14. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed 1-ton in size, shall be parked, placed or stored overnight upon any of the public roadways located in the above-described subdivision.

15. No uncovered parking area or space on any Lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed 1-ton in size for the personal use of the occupants of the Dwelling on the Lot.

16. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted on any Lot or upon any of the public roadway abutting any Lot.

17. The portion of the yard area on any Lot containing a Dwelling must be sodded in the area between the front line of the Lot and the rear line of the Dwelling (extended to each side Lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the Dwelling on the Lot. In addition, the yard area between the front building line and the front Lot line of any Lot containing a Dwelling must contain (a) not less than two (2) trees of the type specified by the Architectural Control Committee with each tree having a diameter at the base of not less than two (2) inches and (b) not less than four (4) shrubs of the type specified by the Architectural

18. No dog house, dog pen or dog run may be constructed upon any Lot.

19. No "earth contact" Dwelling shall be permitted on any Lot.
20. No manufactured home, no manufactured dwelling and no prefabricated dwelling shall be permitted on any Lot.
21. No exterior wood stove or exterior heating stove shall be permitted exterior the Dwelling on any Lot.
22. No exterior antenna or electronic dish shall be permitted on the exterior of any Dwelling or upon any Lot exterior to the Dwelling without the prior written consent of the Architectural Control Committee.

No electronic dish approved by the Architectural Control Committee shall exceed 18 inches in diameter.
23. No mailbox shall be permitted on any Lot or in the public roadway adjacent any Lot unless and until the design of the same is approved in writing by the Architectural Control Committee.
24. No above ground swimming pool shall be located on any Lot.
25. No propane tank shall be located above ground on any Lot without the prior written consent of the Architectural Control Committee.
26. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.
27. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any Lot at any time as a residence, either temporary or permanent.
28. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
29. No pet shall be permitted to run at large off the premises of a Lot unless either such pet is on a leash and under the control of a competent person or such pet is under the control of a competent person and is obedient to the command of such person.
30. No individual sewer system is to be permitted.
31. No sign of any kind shall be displayed to the public view upon any Lot except (a) signs used to advertise the property for sale shall be permitted, and (b) the undersigned may maintain development and construction signs on the Lots owned by the undersigned until the undersigned has sold all of the aforesaid Lots.
32. No lot shall be used or maintained as dumping ground, and junk, rubbish, trash, garbage or other waste shall not be kept on the premises of any Lot except in sanitary

containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

33. No structure, planting or other materials shall be placed or permitted to remain on the easement areas shown on the above-mentioned subdivision plat which may damage or interfere with the installation and maintenance of the utility facilities.

34. No grass, weeds or other vegetation of excessive height shall be permitted upon any Lot, and any shrubbery upon any Lot shall be kept neatly trimmed except land behind tree line.

35. No fence, wall hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the of the street lines, or in the case of a rounded property corner the Lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

36. After a Lot has been sold by the Developer or any assignee of the rights of the Developer, said Lot shall not be subdivided by deed, plat, survey or otherwise into smaller Lots, tracts or parcels without the prior written consent of the Architectural Control Committee; provided however, nothing contained herein shall prevent the Developer or any assignee of the rights of the Developer from subdividing Lots owned by the Developer or any assignee of the rights of the Developer into smaller Lots, tracts or parcels or from amending Lot lines, or from combining Lots, or from eliminating Lots, or otherwise amending the boundaries of any Lot.

37. All developed lots with homes are to have 3' wide concrete sidewalk constructed along the street according to a design provided by the Architectural Control Committee.

ARCHITECTURAL CONTROL

38. No dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement shall be erected, constructed, placed, altered or maintained on any Lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee herein after described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and shall receive a written receipt for the same signed by

not less than one (1) member of the Committee, and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimension, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee.

If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- i) Show the architectural elevations of all of the improvements;
- ii) Contain site plans, which show the site location of the dwelling, building or improvements;
- iii) Contain floor plans for the dwelling, building and improvement;
- iv) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements;
- v) Show or describe in detail landscaping, including locations, types and size of landscaping material;
- vi) Show all exterior dimensions;
- vii) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or

improvement (or change in the exterior finished material of the same) located within a Lot shall be made, commenced or maintained within a Lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwelling, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specification approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement or addition to, or change to, or alteration upon (or change in exterior material), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, to be located thereon, and that same would be of at least the same quality as the then existing structures located on Lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on Lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the Lots subject to these Covenants and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it and receipted for by not less than one (1) member of the Committee, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the same committee shall not be required. However, as indicated above, the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

38. The initial Architectural Control Committee shall be composed of Shane Spalding. The Architectural Control Committee may designate in writing a representative to act for it. The undersigned Developer, **ROUNDTREE PROPERTIES, LLC**, a Missouri corporation, shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. In the event of the death, resignation or removal of any member of the committee, **ROUNDTREE PROPERTIES, LLC**, a Missouri corporation, shall designate the successor member of the committee.

After all Lots subject to this documents, including any annexed lots, have been sold by **ROUNDTREE PROPERTIES, LLC**, a Missouri corporation, or by the assignee, if any of its rights as Developer, the Architectural Control Committee shall be elected by the owners of all of the Lots subject to these Covenants with the owners of each Lot having one (1) vote for each Lot owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period three (3) years. A member of the new committee must be an owner of a Lot subject to these Covenants. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the Lots subject to these Covenants shall elect a successor committee member voting as above-mentioned. Any Lot owner may call a meeting of the owners of Lots subject to these Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee and said meeting must be held in Callaway County, Missouri.

No member of the Architectural Control Committee shall receive any compensation for services performed.

The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

39. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination,

and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

40. That notwithstanding any other provisions contained herein, the Architectural Control Committee(s) and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. In no event shall any member of the Architectural Control Committee(s) be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee(s) or a member of the Architectural Control Committee(s) shall be to seek an order the court, or a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee(s) or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

MODIFICATION

41. These covenants and restrictions and the provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer, ROUNDTREE PROPERTIES LLC, or the assignee of the rights of undersigned Developer, and (b) the owners of two-thirds (2/3) of the Lots subject to this document; provided, however, and either the undersigned Developer, ROUNDTREE PROPERTIES LLC, or the assignee of the rights of the undersigned as Developer, cease to own any of the Lots, including annexed lots, subject to the provisions of this document, any of these Covenants be amended, modified or abrogated upon the written consent of two-thirds (2/3) of the Lots subject to these covenants.

ENFORCEMENT

42. The undersigned Developer, ROUNDTREE PROPERTIES LLC, or the assignee of the rights of the undersigned Developer, and/or the owner of any Lot, including annexed lots, subject to this document may enforce this document and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violation or attempting to violate any of the provisions of this document, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses, including a reasonable attorney fee.

DEVELOPER RIGHTS

43. ROUNDTREE PROPERTIES LLC, a Missouri Corporation, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee, and the right to appoint, remove and re-appoint members of the Architectural Control Committee, and the right to appoint, remove and re-appoint members of the Board of Directors of the Association and the right to agree to modification of these Covenants, to any other person or entity but such assignment must be in writing expressly referring to this paragraph and said assignee or assignee must be an owner of a lot subject to the provisions of this document.

44. Invalidity of any one of the provisions of this document by Judgment or court's decree shall not in any affect the validity of other provisions herein which shall remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto executed this document this 27 day of July, 2021.

OWNER AND DEVELOPER:

OUNDTREE PROPERTIES LLC, a Missouri Corporation

By: Shane R Spalding
Shane R Spalding Manager

STATE OF MISSOURI

COUNTY OF CALLAWAY

On this 27th day of July, 2021, before me appeared Shane Spalding, by me personally known, who, being by me duly sworn, did say that he is the President of Roundtree Properties LLC, a corporation of the State of Missouri, and that said instrument was in behalf of said corporation by authority of its owners, and the said Managing Member acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year above first written.

Notary Public:

Kaylee Durham
Kaylee Durham

My Commission Expires: 05-09-2025

