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Callaway County, State of Missouri
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Kenneth Dillon, Recorder of Deeds

Kimberly Mehrhoff
Deputy
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**STERLING RIDGE SUBDIVISION
Declaration of Protective Covenants and Restrictions**

THIS DECLARATION of protective covenants and restrictions, (hereinafter referred to as "Restrictions") is made as of the 23rd day of Feb., 2004 by Declarant Stellar Development LLC (hereinafter referred to as "developer"), 801 Hailey Lane, Holts Summit, MO 65043.

WITNESSETH: the DEVELOPER declares that all of the real estate now contained within the Plat of Sterling Ridge Subdivision, more particularly described in Article II and as recorded at Plat Book 9, Page, 155, Office of the Recorder of Callaway County, Missouri, and any improvements now or hereafter located thereon, shall be subject to the following restrictions, which shall be considered as covenants running with the land, whether or not the same are mentioned in subsequent conveyances, and shall be binding upon the DEVELOPER and all of its successors in title.

WHEREAS, the DEVELOPER owns real property described in Article II and desires to create thereon a residential community comprised of single family dwellings by subjecting the real property herein described, together with such additions as may hereafter be added, to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the DEVELOPER desires and intends that the several owners, mortgages, occupants and other persons hereafter acquiring any interest in the real estate of said property described in Article II, or any part or parts thereof, or any improvements located thereon, shall at all times enjoy the benefits of, and shall hold their interest subject to the covenants, conditions and restrictions hereinafter set forth, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of their own property as well as all other property located within Sterling Ridge Subdivision;

NOW, THEREFORE, the DEVELOPER declares that the real property as described in Article II, and each addition thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

**ARTICLE I
DEFINITIONS**

1. Definitions: Certain words and terms used herein are defined as follows:
- A. "Subdivision" means all of that real estate platted as Sterling Ridge Subdivision and any real estate hereafter made subject to this Declaration.
 - B. "Plat" means that plat of Sterling Ridge Subdivision herein described in Article II
 - C. "Lot" or "tract" refers to those lots which are shown by the plat herein described in Article II (or any subsequently filed amendment thereto)
 - D. "One-family dwelling" or "single family residence" shall mean a doweled building designed for occupancy by one family, and used solely as a dwelling for one family, and for no other uses or purposes. "Family" Shall be defined in the Zoning Ordinances of the City of Jefferson, Missouri.
 - E. "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 record holder.
 - F. "Family" means one or more persons occupying a one-family dwelling unit, living as a single housekeeping unit on a long-term basis, whether or not related to each other by birth or marriage.
 - G. "Developer" means and refers to Stellar Development LLC, and any person, or persons, to whom Stellar Development LLC shall assign all or any part of its rights as the Developer under the terms of this Declaration by a written assignment.
 - H. "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained herein or thereon, including any building and all easements, rights, and appurtenances belonging thereto.
 - I. "Parcel" means all real estate platted as Sterling Ridge Subdivision and any real estate hereafter made subject to the provisions of this Declaration.

**ARTICLE II
PROPERTY SUBJECT TO COVENANTS & RESTRICTIONS**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions is located in Callaway County, Missouri, more particularly described as Sterling Ridge Subdivision as per plat record recorded at Book 9, Page 155 at the Office of the Recorder of Deeds for the County of Callaway, State of Missouri to wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 1 and part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 44 North, Range 11 West, Callaway County, Missouri; more particularly described as follows: From the northeast corner of Lot 13, of FIELD OF DREAMS SUBDIVISION, as per plat of record in Plat Book 9, Page 6, Callaway County Recorder's Office; thence N81°45'51"E, along the southerly boundary of the property described in Book, 277, Page 972, Callaway County Recorder's Office, 618.19 feet to the southeasterly corner thereof and the point of beginning for this description; thence N05°15'42"W, along the easterly line of said property, 995.48 feet to the centerline of a county road; thence, along the centerline of said road the following courses: S77°02'19"E, 265.15 feet, thence southeasterly on a curve to the right having a radius of 160.00 feet, an arc length of 185.97 feet, the chord being S43°44'26"E, 175.68 feet; thence S10°26'32"E, 214.02 feet; thence S23°09'59"E, 126.74 feet, thence S26°29'48"E, 128.46 feet; thence southeasterly on a curve to the left having a radius of 390.00 feet, an arc length of 65.82 feet, the chord being S31°19'53"E, 65.74 feet; thence, leaving the centerline of said road, S53°50'02"W, 30.00 feet; thence southwesterly on a curve to the left having a radius of 65.39 feet, an arc length of 60.91 feet, the chord being S27°49'34"W, 58.73 feet; thence S01°08'30"W, 155.98 feet; thence southerly on a curve to the right having a radius of 630.00 feet, an arc length of 114.72 feet, the chord being S06°21'30"W, 114.56 feet, thence S67°28'22"E, 358.25 feet to the east line of the Northwest Quarter of the Northwest Quarter of said Section 12; thence S05°31'17"E along the east line of the Northwest Quarter of the Northwest Quarter of said Section 12, 135.62 feet; thence N67°28'22"W, 470.55 feet; thence northeasterly on a curve to the left having a radius of 570.00 feet, an arc length of 27.00 feet, the chord being N21°10'13"E, 27.00 feet; thence N72°45'01"W, 335.45 feet to the point of beginning. Containing 10.5 acres. Bearings based on the west line of said FIELD OF DREAMS SUBDIVISION.

ARTICLE III COVENANTS & RESTRICTIONS

1. **Architectural Control:** No building shall be erected, placed or adhered on any lot until the original construction plans and specifications (i.e. floor plan, front, side(s), and back elevations) and location of structure on said Lot have been approved by the Developer as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevations. It shall be the responsibility of the lot owner to submit plans depicting internal and external design and dimensions, and failure of the Developer to demand same shall not constitute waiver of approval requirements. The Developer does not determine or assume any responsibility for the quality of construction or structural soundness of any building, dwelling, structure or other improvements. Furthermore, the Developer does not evaluate plans to determine whether the plans satisfy all applicable governmental requirements. Additional governmental approvals may be required. Furthermore, the approval of Developer of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Developer, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

The powers and duties of the Developer and/or of any designated representative shall cease after all lots in Sterling Ridge Subdivision are sold. Thereafter, architectural control shall be assumed by a two thirds (2/3) majority vote of all then lot owners within the subdivision. The approval described in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owners of a two thirds (2/3) majority of the lots located within the subdivision and duly recorded; appointing a representative, or representatives, who shall thereafter exercise the same powers previous exercised by the Developer.

- A. Submission of Plans and Specifications for Original Construction: The original construction of a residence upon a lot will require the written approval by the Developer of the plans and specifications for such residence and any appurtenant structures or improvements, including fences and landscaping. Construction shall be strictly in compliance with the plans and specifications submitted to and approved by the Developer.
 - B. Submission of Plans and Specifications for Subsequent Construction: After the original construction is completed, no building, garage, carport, tool shed, storage house, wall, fence or other structure or improvement of any kind, nor any addition thereto, whether prefabricated or manufactured off-site or built on-site, shall be constructed or placed on any lot until the plans or specifications for said improvement, including the location of said improvement on the lot, shall have been submitted to and approved in writing by the Developer. This approval will take into account the harmony of external design and location in relation to surrounding structures and topography.
 - C. Approval of Landscaping: At the time the Lot Owner submits the plans and specifications for the original construction, the landscaping plan must be presented to the Developer for approval. All landscaping in a Lot yard that faces the street on the front side of a residence must include three (3) trees of varieties acceptable by the Developer. Existing trees shall count toward meeting this restriction. The landscaping for corner Lots must include five (5) trees of varieties acceptable by the Developer. All trees must be a minimum of two inches (2") in diameter, measured at the trunk one foot (1') above ground level.
2. No Further Subdivision: The Developer or its successors or assigns reserve the right to divide Lots and sell partial Lots, however, once the Developer has conveyed a Lot to a purchaser, such Lot shall not be subdivided by deed, lease, or otherwise caused to be separated into any Lots or Parcels smaller than the whole Lot without prior written approval by the Developer. If the Developer is deceased, then no further subdivision shall be effected without the prior written approval and consent of two thirds (2/3) of the then lot owners within Sterling Ridge Subdivision.
 3. Initial Construction Period: Proposed plans for construction of a residence or other building on the lot must include the proposed beginning and completion dates. Upon

the completion of placing concrete for the foundation or basement of the residence and/or building, the Lot Owner or his successors shall complete the construction of the residence (interior & exterior) within twelve (12) months of the beginning date unless a written waiver of this provision is obtained from the Developer.

4. **Uncompleted or Damaged Structures:** In the event of fire, wind or other damage, no building or residence shall be permitted to remain in damaged condition for longer than three (3) months unless the Lot Owner secures additional time in writing from the Developer.

5. **Maintenance Responsibility of the Owner:**
 - A. **Maintenance of Lawn and Landscaping:** Each Lot Owner, occupied or not occupied, shall maintain the vacant lot, single family residence, and all improvements thereon in a clean, neat, safe, attractive, and well-maintained condition, and in such a condition as provides an attractive appearance. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines of vehicular traffic. No unsightly growth of grass, weeds, and/or brush shall be allowed on any Lot.

 - B. **Maintenance of Improvements:** All Lot Owners will provide proper exterior maintenance to all structures on their Lots and keep such structures in good order and repair.

6. **Occupancy and Land Use Restrictions:** A Lot Owner shall occupy and use his/her Lot as a private residential dwelling for himself and the members of his/her family, social guests, and invitees. Commercial use of the Lots are prohibited except that a bona fide resident of said Lot may use one room of a dwelling within which he/she resides for professional office from which business may be conducted, provided that no sales, repairs, supplies, signs, samples, or kindred matters may be performed, displayed, or sold from said dwelling.

7. **Building Restrictions:** Unless the Developer shall find special circumstances sufficient to justify a variance, the following criteria shall be followed:
 - A. **Building Location:** Residential buildings, including porches, paved terraces, attached garages shall not be built closer than ten (10') feet from the side property lot lines. No building shall extend closer to the street than the building setback line shown on the Plat.

 - B. **Foundation:** All buildings shall have a poured concrete foundation. No concrete blocks shall be used for foundations or retaining walls.

 - C. **Exterior walls:** The exterior of all buildings on the front and two sides shall be finished to ground level and textured or covered with brick or stone. There may not be any exposed concrete foundation.

 - D. **Retaining Walls:** Concrete retaining walls must be textured or covered with brick or stone.

- E. Driveways and Parking Areas: All driveways and parking areas must be concrete with a three foot (3') apron at the curb cuts. No gravel or asphalt driveways and/or parking areas are permitted.
- F. Sidewalks: All lots shall have a poured concrete sidewalk no less than four inches (4") thick and forty-eight inches (48") wide spanning the entire length of any property line running parallel to the streets and roadways of Sterling Ridge Subdivision as such streets and roadways are designated in the plat. Corner lots for which two sides parallel the streets and roadways of Sterling Ridge Subdivision shall be required to have a poured concrete sidewalk no less than four inches (4") thick and forty-eight inches (48") wide spanning the entire length of all property lines running parallel to the streets and roadways of Sterling Ridge Subdivision as such streets and roadways are designated in the plat.
- G. Roof Vents: There shall be no roof vents exposed to view from the street, a vent-a-ridge or comparable product may be used if it is the same color as the roof.
- H. Dwelling Minimums:
- I. One story and split level homes must have a **minimum** of 1600 square feet of living space (*exclusive of basements, garages, carports, porches, patios, or other open areas*), plus a two (2) car attached garage. The roof line must have a minimum 7/12 pitch on the main body, using architectural-type materials with a twenty five (25) year composition or better.
- II. One and one-half story homes must have a **minimum** of 1500 square feet of living space on the **first floor**, and a total minimum of 2,150 square feet of living space (*exclusive of basements, garages, carports, porches, patios, or other open areas*), plus a two (2) car attached garage. The roof line must have a minimum 7/12 pitch on the main body, using architectural-type materials with a twenty five (25) year composition or better.
- III. Two-story homes must have a **minimum** of 1500 square feet of living space on the **first floor**, and a total minimum of 2,300 square feet of living space (*exclusive of basements, garages, carports, porches, patios, or other open areas*), plus a two (2) car attached garage. The roof line must have a minimum 7/12 pitch on the main body, using architectural-type materials with a twenty five (25) year composition or better.
- J. Corner Lots: The location of any building, wall, fencing, and hedging on all corner lots shall be subject to the written approval of the Developer.

I. Outdoor Yard Light and Post: All Lot Owner(s) shall at the time of construction of a home, install and thereafter maintain an outdoor yard light standard at least eight feet (8') but not more than ten feet (10') in height which shall generally illuminate the front portion of the Lot.

8. Sewage Systems: No individual sewage disposal system shall be permitted.
9. Basement Houses, Mobile, and Prefabricated Homes Prohibited: No basement house or roofed over basement shall be built or occupied on the Lot. No pre-fabricated or modular home shall be built or erected upon said Lot, being defined as any type home that is moved upon the Lot in full or half units.
10. Excess Dirt: No excess dirt/soil shall be permitted to leave the subdivision without the permission of the Developer.
11. Nuisances and Offensive Activities: No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exterior lighting shall be directed outside the boundaries of an owners own Lot.
12. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage or other waste must be contained in enclosed, fly-tight, rodent-proof, non-flammable and waterproof containers. Such containers shall be placed/stored in concealed locations except that they may be placed in open locations on garbage collection days to permit removal. Burning of trash and/or garbage is prohibited. No vacant Lot shall be used for the purpose of a garden.
13. Firewood: Neither firewood, nor any other type of wood may be piled or stacked on any Lot in such a location where it is visible from any street.
14. Garage or Yard Sales: The Developer reserves the right to preclude a Lot Owner from conducting such a sale if the Lot Owner holds an excessive number of such sales.
15. Utilities: All utilities must be installed underground. Developer reserves the right, if it should become necessary, to install, construct and maintain sewer, water, cable, telephone, and electric lines through any and all Lots which are subject to these covenants and restrictions.
16. Signage: Only the following signs shall be permitted on the property:
 - A. One (1) or more signs of not more than six (6) square feet advertising the property for sale.
 - B. Signs not exceeding one hundred (100) square feet used by a Developer to advertise the subdivision or used by a builder to advertise the Property being constructed during the construction identifying the realtor, financing and/or the construction agents during the construction and/or sales period.

C. Sign height shall be no higher than four feet (4') above ground level.

D. A permanent sign also will be placed by the Developer to mark the entrance to the subdivision.

17. **Open Fires:** No open fires shall be permitted with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises, and the seasonal burning of tree limbs, branches, and leaves originating on the owner(s) Lot.
18. **Parking of Large Trucks and Trailers:** Boats, trucks larger than three-quarter ton, cargo, boat, house or camping trailers, recreation vehicles of any type, or pickup trucks with camper bodies shall not be parked on the driveway or in the yard of any Lot so as to be visible from any street. To accommodate visitors, the Developer may grant permission for motor homes, campers, or travel trailers to be parked on Lots for a limited period. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles, such as for a pickup, delivery and other commercial services provided to the Lot Owner. No disabled vehicles or machinery of any kind may be allowed to sit over forty-eight (48) hours on either the public or private access roadways or private driveways or in view from the public or private access roadway.
19. **Junk Vehicles:** No abandoned, disabled, unlicensed, or junk vehicles of any kind are allowed to be placed on any Lot for any period of time.
20. **Clothes Drying:** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the residence constructed on a Lot.
21. **Storage Tanks:** No tank for the storage of fuel may be maintained on any Lot above the surface of the ground without the consent in writing of the Developer. Propane tanks for heating purposes must be buried. Propane for grilling purposes are permitted above ground.
22. **Fences:** No fence or wall shall be erected or maintained on any Lot nearer to any street than the front line of the dwelling house thereon, with the exception of retaining walls for landscaping purposes. All plans and specifications regarding fencing must be presented to and approved by the Developer before erected. No fence or wall shall be maintained in such a manner as to obstruct sight lines of vehicular traffic.
23. **No Traffic Obstructions:** No fence, wall, tree, hedge, or shrub planting shall be maintained on the Lot in such a manner as to obstruct sight lines of vehicular traffic.
24. **Radio, Satellite Dishes and Television Antennas:** Radio or television transmitting or receiving antennas, including satellite dishes must not be in view from any street and shall not be allowed except with specific approval by the Developer of design and provisions for concealing or otherwise reducing the visual effect of such antennas.
25. **Noise:** No obnoxious noises are permitted at any time. The peace of the neighborhood needs to be preserved at all times. Excessive noise perceived to be

causing a nuisance shall be reported to the Callaway County Sheriff's Department or any other police or law enforcement agency governing the Lot(s) located within Sterling Ridge Subdivision at the time.

26. **Livestock and Pets:**

A. **Pets Permitted:** No animals, livestock, poultry or pets of any kind shall be raised, bred or kept on any Lot(s), except dogs, cats, or other household pets may be kept if:

K. They are owned by a resident of the one-family dwelling located on the Lot.

II. They are not kept for any commercial purposes.

III. They are kept within the Lot of the Lot Owner keeping same, an

IV. They are, at all times, under such Lot Owner's control.

No pets shall be allowed to run loose within the Subdivision other than on the Lot in which kept (and then they must remain under the Lot Owner's control). While on any other portion of the Subdivision, pets shall be kept upon a leash. No pets shall be permitted to disturb others by aggressive behavior, excessive barking, noise or other activities. No pets shall be permitted to create a nuisance or to otherwise interfere with the peaceful enjoyment by others of their Lot(s).

B. **Fences or Kennels:** All plans, specifications, and geographical locations must be approved by the Developer.

27. **Mailboxes:** The Developer will designate uniform mailboxes with standard numbers located thereon, and decide placement of the mailboxes. They will be uniform color and may not be painted with another color or otherwise modified.

**ARTICLE IV
GENERAL PROVISIONS**

1. **Term:** These covenants are to run with the land and shall be binding on all parties and person claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, except as otherwise provided herein, after which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part as provided for herein.

2. **Enforcement:** The covenants, conditions, and restrictions set forth herein are for the benefit of the DEVELOPER, the lot owners, and each of their respective heirs, successors, and assigns, and may be enforced by any or all of them as against any party subject hereto. Enforcement shall be by proceeding at law or in equity against any person

or person violating or attempting to violate any covenant, and may seek either to restrain violations or to recover damages, or both, and may be commenced by any record owner of property in Article II. Any party that is found guilty of violating these restrictions shall be responsible for the prevailing party's attorneys fees and costs incurred in enforcing these restrictions.

3. **Severability:** Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

4. **Rights Reserved To Developer:**

A. **Utilities:** The DEVELOPER reserves the right to construct and maintain, or contract for the construction and maintenance of sewer, water and electric lines or other utility services, over or through any or all lots, tracts and parcels of ground in Sterling Ridge Subdivision. Said construction shall be on an easement as shown on the recorded plat.

B. **NO Further Subdivision:** The DEVELOPER reserves the right to divide lots and sell partial lots. After the DEVELOPER has conveyed a lot to a purchaser, the lot shall not be further subdivided without the prior written approval of the DEVELOPER. If DEVELOPER is deceased, then no further subdivision shall be effected without the prior written approval and consent of two thirds (2/3) of the then lot owners within Sterling Ridge Subdivision.

C. **Amendment or Modification of These Restrictions:** At any time prior to the sale of all lots in Sterling Ridge Subdivision, the Developer may amend or otherwise modify these restrictions. Upon amending or modifying these restrictions, Developer shall give written notice thereof to any and all record lot owners then owning lots in Sterling Ridge Subdivision. No amendment or modification may be effected retroactively to any residence, structure or improvements already completed and/or then erected. The powers and duties of the Developer including this right to unilaterally amend or modify these restrictions and/or the powers and duties of any representative of the Developer in exercising this right shall cease after all lots in Sterling Ridge Subdivision are sold.

5. **Amendments to These Restrictions:** At any time after these restrictions have been in effect for three (3) years, the owners, if there are at least six such owners at that time, may bring a petition signed by a majority of the record lot owners, asking the DEVELOPER to call a meeting for the purpose of changing any or all of these restrictions. Only one vote (unit of consent) for each platted lot said owner then owns may be counted. If a platted lot is owned by more than one person, then said owners must share their vote. Written consent of two thirds (2/3) of the lot owners shall be required to effect any change in these restrictions.

