

# STONEBROOKE DECLARATIONS OF COVENANTS, CONDITIONS AND REGULATIONS

HOMES ASSOCIATION DECLARATION IS MADE THIS 13<sup>TH</sup> DAY OF FEBRUARY 1995, BY STONEBROOKE LLC, HEREINAFTER REFERRED TO AS "DEVELOPER".]

## WITNESSETH:

WHEREAS, Developer is the owner of certain property in Gladstone, Clay county, Missouri, which is more particularly described as: SEE ATTACHED EXHIBIT (A)

NOW, THEREFORE, Developer hereby declares that all of the properties described in Exhibit A, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, charges and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to benefit of each owner thereof.

## ARTICLE I DEFINITIONS

**Section 1.** "Association" shall mean and refer to Stonebrooke Homes Association, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot or Improved Lot located in Stonebrooke but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Stonebrooke" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to the Declaration.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

**Section 5.** "Lot" shall mean each platted Lot subject to the Declaration, whether improved or not.

**Section 6.** "Improved Lot" shall mean any Lot, Lots or parts thereof upon which a single-family residence has been built or is in the process of being built.

**Section 7.** "Developer" shall mean and refer to Stonebrooke LLC, its successors and assigns.

**Section 8\*\*.** "The Stonebrooke Architectural Control Committee" (ACC), also known as Architectural Review Committee (ARC), will consist of at least 3 members who may, or may not be, Stonebrooke Homes Association Board Members. If there are not at least 3 members, the duties of the ACC will be handled by the Stonebrooke Homes Association Board members.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; or for infractions of its rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed.

**Section 2. Delegation of Use.** Any Owner may delegate his/her right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## **ARTICLE III HOME ASSOCIATION**

**Section 1. Establishment.** Developer intends to establish the Stonebrooke Homes Association as a not-for-profit corporation under the laws of Missouri.

**Section 2. Powers and Duties of Association.** The Association shall have all the following powers and duties:

- a. To manage and control for its members all public improvements upon and to the land in Stonebrooke, or improvements in public area places and recreational facilities including any swimming pool that may be constructed, provided that such management and control of said improvements shall at all times be subject to regulation and laws of Gladstone, Clay County, or the State of Missouri.
- b. To care for, spray, water, trim, protect and replant trees on all streets and in other public places, and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any parks in Stonebrooke.
- c. To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the Association to keep any vacant and unimproved property and the parking in front of any property in Stonebrooke neat in appearance and in good order.
- d. To provide for the maintenance of any islands in streets, gateways, entrances, fountains, statuary, ornamental features and swimming facilities now existing or which may hereafter be erected in Stonebrooke and also to provide for the maintenance of any streams and natural watercourse within Stonebrooke.
- e. To exercise control over such easements as it may acquire from time to time.
- f. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association and pay taxes and maintain insurance on such taxes as may be assessed against land in public or semi-public places within Stonebrooke.
- g. To establish and enforce rules and regulations governing the use and operation of the swimming pool and governing the use and operation of the swimming pool and the adjacent area.

- h. To levy and collect the assessments which are provided for in this declaration.
- i. To perform all acts and services ordinarily provided by a homes association.

## **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of a Lot and every owner of an Improved Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Improved Lot.

**Section 2. Voting Rights.** Each Lot owner or Improved Lot Owner shall be entitled to one vote for each Lot or Improved Lot owned. When more than one person holds an interest in any Lot or Improved Lot, all such persons shall be members. The vote for such Lot or Improved Lot shall be exercised as the owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot or Improved Lot.

**Section 3. Quorum.** At any meeting of the Association, ten percent (10%) of the members of the Association voting either in person or by proxy shall constitute a quorum.

## **ARTICLE V CONVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owner within Stonebrooke, hereby covenants, and each Owner of any Lot or Improved Lot by acceptance of a deed, therefore, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and entrances and other areas the Association determines should be maintained in the best interest of the members, and for such other purposes as the Association deems to be in the best interest of the members.

**Section 3. Basic and Maximum Annual Assessments.**

- a. Until January 1, 1996, there shall be no annual assessment. For the calendar year the 1997 maximum annual assessment for an Improved Lot shall be \$100.00. There shall be no assessments for unimproved Lots for 1996, or any subsequent years.
- b. From and after January 1, 1996, the maximum annual assessments for Improved Lots may be increased effective January 1 or each year without a vote of the membership by an amount not to exceed 15% of the assessment for the previous year.
- c. From and after January 1, 1997, the maximum annual assessments for Improved Lots may be increased by more than 15% per year by a vote of the members, provided that any such change shall

have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

- d. For assessments purposes a Lot shall be deemed an Improved Lot when it is conveyed or transferred to an ultimate Owner as distinguished from Developer or a builder. The assessment for the year of transfer to an ultimate Owner shall be prorated on a monthly basis.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy on Improved Lots, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members (including Developer) who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Due Dates.** The annual assessment shall be due by February 1 of each year, or within 30 days of the date of the mailing of the assessment, whichever is later. A written or printed notice, deposited in the United States Post Office, with postage thereon prepaid, and addressed to respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes or for any other purpose for this Declaration where notices are required.

**Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum and shall become a lien on the Improved Lot of the Owner. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or for herein by non-use of the Common Area or abandonment of his Improved Lot.

**Section 7. Subordination of the Lien to Deeds of Trust.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed of Trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Improved Lot pursuant to Deed of Trust or mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such Improved Lot from liability for any assessment thereafter becoming due or from the lien thereof. The holders of the Deeds of Trust or mortgages on any Improved Lots are not required to collect assessments. Failure of the Owner to pay any assessment shall not constitute a default under the mortgage.

**Section 8. Notice of lien.** Association shall be authorized to file for record in Clay County, Missouri a Notice showing the lien against the Improved Lot. Neither the Association nor any person filing said Notice shall incur any liability whatsoever for filing the Notice. Failure to file the lien Notice shall not affect the validity of the assessment of lien. The lien shall continue for five (5) years after the due date of the assessment unless suit to collect from Owner or suit to foreclosure lien is commenced within said five (5) year period, in which event the lien shall continue until the suit is finalized and the property sold under execution of judgment.

## **ARTICLE VI USE RESTRICTIONS**

All Lots shall be subject to the following use restrictions.

**Section 1. Land Use.** None of said Lots may be improved, used, or occupied for other than private residence purposes (except for model homes used by the Developer or Builders) and no flat or apartment house, although intended for residential purposes, may be erected thereof. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

**Section 2. Height Limitation.** Any residence erected on any said Lots shall not be more than two levels in height, above ground in the front.

**Section 3. Minimum Size Requirements.** Any one story, or split-level residence shall contain a minimum of 1600 square feet of finished living area exclusive of garages, breezeways, basement, and similar portions of such residences. Any residence consisting of two levels above the ground level shall contain a minimum of 900 square feet of enclosed floor area on the first level above ground, exclusive of garages, breezeways and similar portions of such residences and a minimum of 1700 square feet of enclosed floor area, exclusive of garages, breezeways and portion of such residences. Developer reserves the right to require greater square footage on the approval of any plan. The Developer, in its discretion, may permit variances in the foregoing square foot requirements.

**Section 4. Building Lines.** No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat.

**Section 5. Uncompleted Structures.** No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction.

**Section 6. Garages.** Each residence shall have an attached or basement private garage for not less than two, nor more than three cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

**Section 7. Lot Area and Width.** No residential structure shall be erected on any building plot, which plot has a minimum Lot width and size less than that shown on the recorded plat.

**Section 8. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the record plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, 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 area of each Lot and all improvements in it shall be maintained continuously by the Owner on the Improved Lot, except for those improvements for which a public authority or utility company is responsible.

**Section 9. Nuisances\*\*.** No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done hereon that may be or become a nuisance or annoyance to the

neighborhood or any Resident. No exterior lighting shall be directed outside the boundaries of an Improved Lot. No security floodlights shall be continually lit unless there is a reasonable security issue on the Lot or neighboring Lots.

**Section 10. Temporary Structures/Sheds/Outbuildings\*\*.** No temporary structures or any other outbuilding shall be erected on any Lot without approval of the ACC and in no event may such building, a trailer or basement be used as a temporary residence. Outbuildings shall be similar in design and materials of the primary building including the color and roofing material. There shall be no metal sheds installed on any lot. Any new structure on any Lot requires a permit from City of Gladstone.

**Section 11. Commencement of Construction.** The Owner of any Lot subject to this Declaration shall be required within one year of accepting a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declaration of covenants and restrictions filed on record, unless the time is extended in writing by the Developer.

**Section 12. Exterior Painting\*\*.** All wood exteriors, except roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished construction. Any area of exposed foundation shall be covered with the exterior wall material or painted the same color as the exterior wall adjoining said foundation. Before application, all exterior paints must be submitted to the ACC for approval with the name of the paint manufacturer, the name of the paint color, and the paint color number.

**Section 13. Storage Tanks.** No fuel storage tanks shall be erected above or below the ground.

**Section 14. Signs\*\*.** One professional, political, contractor, or realtor sign of not more than 3 square feet (18 x 24 inches). Other miscellaneous signs are allowed and may be removed by the Association if such signs are:

- Placed within the common ground areas
- Threatens the public health or safety
- Violates an applicable statute or ordinance
- Is accompanied by sound or music or lights
- If any other materials are attached to the sign
- If the sign contains obscene or vulgar images or language
- Political signs may only be in place 31 days prior to the election event
- Political signs must be removed 7 days after the election event
- Contractor signs can be displayed during the hire of a contractor not to exceed 14 days total

**Section 15. Livestock\*\*.** No animals, livestock or poultry of any kind shall be raised, bred, or kept 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. Not more than four dogs or four cats or combination thereof may be kept on any Improved Lot. All pets must be registered with the City of Gladstone per City Codes. Per City of Gladstone leash ordinance, a dog owner or keeper shall keep such owner's or keeper's dog under restraint at all times. Restraint is defined as (1) within a fully enclosed or fenced area including an electronic fence (2) on a handheld leash by a responsible person physically capable of controlling such dog; or (3) on a leash or chain confining such dog to the yard of its owner or keeper.

**Section 16. Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, or other waste shall be kept in sanitary containers, in a clean and sanitary condition and housed and screened as specified by the Developer.

**Section 17. Parking of Motor Vehicles, Boats and Trailers.** No trucks, buses or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any LOT or Improved Lot, except pickup trucks, unless they are parked or stored in any enclosed garage or in such other enclosure approved by the architectural control committee, except only during periods of approved construction on the Lot. No automotive repairs shall occur on any of the Lots or Improved Lots hereby restricted except when performed inside of garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for a pick-up, delivery, and other commercial services. No automobile may be parked over night or stored upon any street adjoining any Lot within the district.

**Section 18. Antennas and Towers\*\*.** No dish or disc antenna shall be installed on the front side of any residence.

**Section 19. Utilities.** Water, gas, lights, telephone and other utility lines shall be located underground.

**Section 20. New Construction.** All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

**Section 21. No Commercial Activities.** No commercial activity of any kind shall be conducted on any Lot or Improved Lot, but nothing herein shall prohibit caring on of promotional activities by the Developer.

**Section 22. Clothesline.** The use of any clothesline on the exterior of any residence or on a Lot is prohibited, except for removal umbrella types which shall be within 10 feet of the rear of the house.

**Section 23. Sodding.** All Improved Lots shall be fully sodded unless a variance is approved by the architectural control committee.

**Section 24. Fencing\*\*.** Fencing. No fence of any kind (including dog runs) shall be installed on any Lot or Improved Lot without prior written approval of the ACC. No fence may be installed in front of the rear wall of any residence, and on a corner Lot the side yard fence adjacent to the side street may not be installed beyond the side of the house. Any fencing allowed shall not be over 4 feet in height. Fencing shall be wood construction unless the deviation is approved by the ACC. There will be no chain link or vinyl fencing installed on any Lot.

**Section 25. Swimming Pools.** No above ground swimming pools may be installed upon any Lots or Improved Lots.

**Section 26. Roofing\*\*.** All roof shingles shall be asphalt composition shingles that are "weathered wood or comparable color unless the deviation is approved by the ACC. No Standing Seam metal roofing will be allowed on any structure. All roofing materials must be submitted to the ACC for approval before installation.

**Section 27. Plan Approval.** No building or residence shall be erected or altered on any Lot in this subdivision until the building plans have been approved in writing as to size and external design by the architectural control committee which shall be composed of three members. The initial members shall be:

Upon any request for approval, the party requesting such approval shall submit a floor plan square footage and the four exterior elevations.

In the event of the death or resignation of any member of the said committee, the remaining members or member shall have full authority to approve or disapprove the plans submitted, and to designate successor members. If there shall be one or more vacancies on the architectural control committee for more than 30 days, the Association shall appoint the successor or successors.

In the event said committee fails to approve or disapprove a request within thirty (30) days after said plans have been submitted to it, such approval will not be required, and this covenant will be deemed to have been met.

The members of the architectural control committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions or errors in judgment.

**Section 28. Weeds.** The Owner of any Lot or Improved Lot shall keep weeds, grass or brush mowed to an acceptable height, or the Association shall have authority to do so, and the cost thereof shall be a lien against the Lot or Improved Lot to same extent as unpaid dues.

**Section 29. Exterior Christmas Lights/Decorations.** No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15<sup>th</sup> of each calendar year.

**Section 30. Garage, Porch or Basement Sales.** No garage, porch or basement sales may be conducted on any of the Lots hereby restricted without the prior written consent in writing from the Architectural Control Committee.

**Section 31. Priority.** The Building code, the Zoning Ordinance, the Property and Maintenance Code, and other applicable municipal and state laws are not preempted by the recording of this Declaration, but that in the event of conflict the most restrictive provisions shall apply.

**Section 32. Rental\*.** No Lot or any Dwelling Unit thereon shall be rented or leased unless, (1) the lease or rental agreement is in writing, and (2) is for a term of at least one (1) year in duration, and (3) the lease or rental agreement specifically provides that the terms of the lease or rental agreement and of the tenancy thereby created shall be subject in all respects to the terms of this Declaration of Covenants, Conditions and Regulations, the Articles, and the By-laws, and any failure to comply therewith shall be a default under the lease or rental agreement. The owner of any Lot shall provide the Association with a copy of any lease or rental agreement entered into for the lease or rental of any Dwelling Unit, prior to the commencement of such lease or rental term.

**Section 33. Solar Panels\*\*.** All solar panel installations will be on the rooftop of the main residential structure on any Lot. All solar panel installations require a permit from City of Gladstone. In no case shall any solar panels be installed on or at ground level or on top of any shed or any other exterior structure. All solar panel installation requests must be submitted to the ACC for review before installation.



**Section 34. Accumulation of Debris\*\*.** No lumber, metals, bulk materials, landscape materials (including dirt, gravel, sand, mulch, rock, landscape lumber or blocks), refuse, or trash shall be kept, or allowed to accumulate on any Lot except during a remodeling or relandscaping period not to exceed 90 days commencing from day one of the first delivery of any such materials, unless such materials are screened from street view. During remodeling or relandscaping, each Owner shall ensure that their Lot is kept free from unsightly accumulations of rubbish and scrap materials.

## **ARTICLE VII GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Temporary Trustee.** Prior to the actual organization and incorporation of the Association contemplated by the terms of this Declaration, Stonebrooke LLC, shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same was and manner as though all of such powers and duties were herein given directly to Stonebrooke LLC. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of Stonebrooke LLC, and its relinquishment of its rights as temporary trustee.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**Section 4. Duration/Amendment.** The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer or the (Homes Association), or the Owner of any Lot or Improved Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years.

Prior to January 1, 1996, this Declaration may be amended by a document duly executed by Stonebrooke LLC and recorded in Clay County, Missouri. Thereafter this Declaration may be amended only by the owners of at least two-thirds of the Lots (improved or unimproved) which are then subject to this Declaration. Approval to amend by the owners may be given by vote (in person or proxy) at a membership meeting of the Association or by signed consent of said owners. The amendment will be executed by the Association and recorded, or the amendment may be executed by two-thirds of the members.

**Section 5. Annexation.** Additional residential property and Common Area may be subjected to this Declaration either (a) by instrument executed by the Developer, or (b) by an instrument signed by the Owner of said land to be added and consented to by Developer or Association.

**Section 6. To Observe all Laws.** Said Association shall at all times observe all state, county, city or other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

\*Amended October 3, 2005.

\*\*Amended January 10, 2024.

Covenants and Amendments are filed with the Recorder of Deeds, Clay County, Missouri.

In all other respects, the Covenants and Bylaws (originally executed on March 13, 1997 Book 2492 Page 929 and amended on October 3, 2005. Book 5161 Page 76) are ratified and confirmed.

Dated and executed this Tenth day of January 2024, at 7244 N Norton Ave, Gladstone MO in a special meeting of Board of Directors, by all directors of the Board. The undersigned also constitute the sole of Stonebrooke, LLC, which is a Member of the Corporation.

Board of Directors:

Dean Merkel

Sandra Modlin

Juan Chavez

Jeff Brown

Rebecca Fenner