

**AGENDA**  
**PLANNING & ZONING COMMISSION**  
**CITY OF SUNSET HILLS, MISSOURI**  
**APRIL 3RD, 2024 6:00 P.M.**

A meeting of the Planning & Zoning Commission will be held on Wednesday, April 3<sup>rd</sup>, 2024 at 6:00 p.m. in the Robert C. Jones Chambers of City Hall, 3939 South Lindbergh Boulevard. If you are unable to attend in person, the meeting will also be held via Zoom.

Join Zoom Meeting via computer:

[https://us02web.zoom.us/j/82989608096?  
pwd=WW45UXBUZHNLGdXTGJ0cno5WGdyQT09](https://us02web.zoom.us/j/82989608096?pwd=WW45UXBUZHNLGdXTGJ0cno5WGdyQT09)

Join Zoom Meeting by phone:

1-312-626-6799

Meeting ID: 829 8960 8096

Passcode: 156088

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Minutes
  - 4.I. March 6, 2024 Minutes

Documents:

[MARCH MINUTES.PDF](#)

5. New Business

- 5.I. P-40-23

**Manors at Lynstone Park Improvement Plans** - A request for the approval of Improvement Plans to construct a 9-lot single-family home development on property zoned R-6.

Documents:

1. [STAFF REPORT.PDF](#)
2. [APPLICATION.PDF](#)
3. [IMPROVEMENT PLANS.PDF](#)
4. [ENIGINEER COST ESTIMATE.PDF](#)

- 5.II. P-41-23

**Manors at Lynstone Park Record Plat** - A request for the approval of a Record Plat for a 9-lot single-family home development on property zoned R-6.

Documents:

1. STAFF REPORT.PDF
2. APPLICATION.PDF
3. RECORD PLAT.PDF
4. SUBDIVISION INDENTURES.PDF
5. SUBDIVISION IMPROVEMENT GUARANTEE AGREEMENT.PDF
6. SUBDIVISION IMPROVEMENT SURETY.PDF

5.III. P-01-24

**Vistas at Stone Castle (Whalen Custom Homes, Inc.) Amended Final**

**Development Plan**- A request for an Amended Final Development Plan to provide clarity and additional information on a condition of the approved Final Development Plan.

Documents:

1. STAFF REPORT.PDF
2. APPLICATION.PDF
3. ORDINANCE 2266.PDF
4. APPROVED FINAL DEVELOPMENT PLAN.PDF

5.IV. P-02-24

**Unified Development Ordinance (City of Sunset Hills) Sections 1 and 3**

**Text Amendment**- A request to amend the text of Section 1 - General and Section 3 - District Regulations of the City of Sunset Hills Unified Development Ordinance.

Documents:

1. STAFF REPORT.PDF
2. APPLICATION.PDF
3. UDO (SECTIONS 1 AND 3) RED-LINE.PDF

5.V. P-03-24

**Unified Development Ordinance (City of Sunset Hills) Section 4 Text**

**Amendment** - A request to amend the text of Section 4 - Development Standards of the City of Sunset Hills Unified Development Ordinance.

Documents:

1. STAFF REPORT.PDF
2. APPLICATION.PDF
3. UDO (SECTION 4) RED-LINE.PDF

5.VI. P-04-24

**Unified Development Ordinance (City of Sunset Hills) Section 13 Text**

**Amendment** - A request to the amend the text of Section 13 - Public Notices of the City of Sunset Hills Unified Development Ordinance.

Documents:

1. STAFF REPORT.PDF

2. APPLICATION.PDF
3. UDO (SECTION 13) RED-LINE.PDF

5.VII. P-05-24

**Unified Development Ordinance (City of Sunset Hills) Appendix A and Appendix B Text Amendment** - A request to amend the text of Appendix A - Planned Development and Appendix B - Lighting of the City of Sunset Hills Unified Development Ordinance.

Documents:

1. STAFF REPORT.PDF
2. APPLICATION.PDF
3. UDO (APPENDIX A AND B) RED-LINE.PDF

6. Other Matters Deemed Appropriate

7. Adjournment

MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF SUNSET HILLS, MISSOURI  
HELD ON WEDNESDAY, MARCH 6, 2024

BE IT REMEMBERED that the Planning and Zoning Commission of the City of Sunset Hills, Missouri met in regular session in the Robert C. Jones Chambers of City Hall, 3939 S. Lindbergh Blvd., in said City on Wednesday, March 6, 2024. The meeting convened at 6:00 P.M.

The meeting began with those present standing for the reciting of the Pledge of Allegiance.

ROLL CALL

<b>Present:</b>	Rich Gau	-Member
	Roger Kaiser	-Member
	Jennifer Geen	-Member
	Frank Pellegrini	-Member
	Mike Svoboda	-Member
	Steve Young	-Member
	Michael Hopfinger	-Member
	Erin Seele	-City Attorney
	Mike Knight	-City Planner
	Bryson Baker	-City Engineer

**Absent:**

**APPROVAL OF THE MINUTES**

Copies of the minutes of the February 7, 2024, Planning and Zoning Commission meeting were distributed to the members for their review. Mr. Pellegrini made a motion

to approve the minutes, as submitted. Mr. Young seconded the motion, and it was unanimously approved.

## **PUBLIC HEARING**

P-33-23     **4619 S. Lindbergh Blvd. (Ontime Express) Planned Development Permit**– A request for a Planned Development Permit for a 0.66-acre tract of land zoned LC – Local Commercial District.

Mr. Gau opened the public hearing.

Mr. Knight showed an aerial photograph of the property. The building was used as a fire house for several decades. A courier and shredding service is being proposed for the 5,400 square foot building. There are updates to the site which require flexibility from code requirements and a planned development permit is required. In 2013, there was a change of zoning done on the property from the R-2 zoning district to the C-1 zoning district for this specific use. The Unified Development Ordinance (UDO) update changed the zoning from C-1 to LC. Site work was being accomplished when the property owner was notified that a planned development permit was required. The pre-application process was completed in May 2023. The concept plan was presented to the Board of Aldermen and the neighborhood meeting was held in June 2023. They are requesting site development allowances. The traffic impact study showed minimal impact on traffic and no improvements were recommended. The site is .66 acres. There are two existing curb cuts, and one is proposed off Sappington Barracks Road. 12 parking spaces are proposed, which is one of the site development allowances. 1 space is required for every 200 square feet. This site requires 27 spaces. The circulation aisles must be a minimum of five feet from the right of way. They widened the circulation aisle for trucks entering and leaving the site, which put it right against the property line. After packets were distributed, the applicant stated there are three items that are being constructed differently than what was proposed. A gate is being proposed on the

Sappington Barracks Road entrance, which was previously discussed. They are installing two, 20-foot light poles that will meet code requirements. The trash enclosure will no longer be brick but will be black vinyl instead. The Code states the materials of the enclosure must complement the principal building. A motion must be made for the petition, then a motion for each amendment must be made with a vote on each. Then a final vote must be made on the petition, as amended.

Mr. Pellegrini asked if the lights were discussed at the neighborhood meeting.

Mr. Knight was unsure.

Mark Doering, President of Doering Engineering, was present and stated the doors and windows of the building will be black to match the proposed fence for the trash enclosure.

Kyle McCommis, of 11630 Sappington Barracks Road, asked if the lighting will be on all night.

Mr. Knight stated there will be no off-site lighting and the lighting must meet code requirements.

Mr. Doering stated the LED lights are extremely directional and will have a shield. No light will leave the property besides .5 footcandles, which meets code requirements. They will not project any significant light across the property line, but they will be on all night for security, which insurance prefers.

## **NEW BUSINESS**

P-33-23     **4619 S. Lindbergh Blvd. (Ontime Express) Planned Development Permit**– A request for a Planned Development Permit for a 0.66-acre tract of land zoned LC – Local Commercial District.

Mr. Gau made a motion that petition P-33-23 **4619 S. Lindbergh Blvd. (Ontime Express) Planned Development Permit**– A request for a Planned Development Permit for a 0.66-acre tract of land zoned LC – Local Commercial District be recommended to the Board of Aldermen for approval. Mr. Kaiser seconded the motion, and it was unanimously approved.

Mr. Gau made an amendment to the motion to include the gate at the Sappington Barracks Road entrance. Mr. Young seconded the motion, and it was unanimously approved.

Mr. Gau made an amendment to the motion to include the two additional light poles. Mr. Svoboda seconded the motion, and it was unanimously approved.

Mr. Gau made an amendment to the motion to include the trash enclosure made of black vinyl fencing. Mr. Kaiser seconded the motion, and it was unanimously approved.

Mr. Gau made a motion that petition P-33-23 **4619 S. Lindbergh Blvd. (Ontime Express) Planned Development Permit**– A request for a Planned Development Permit for a 0.66-acre tract of land zoned LC – Local Commercial District be recommended to the Board of Aldermen as amended. It was unanimously approved.

It should be noted that the following two petitions were heard simultaneously but voted on separately.

P-23-23 **Gates Manor Subdivision (Rowles Development LLC) Improvement Plans**– A request for the approval of Improvement Plans to construct a 21-lot single-family home development on property zoned PD-RV-Planned Development -Residential Villa known as Gates Manor.

T-01-23      **Gates Manor Subdivision (Rowles Development LLC) Tree Permit**– A request for the approval of a Tree Permit to construct a 21-lot single-family home development on property zoned PD-RV-Planned Development - Residential Villa known as Gates Manor.

Mr. Knight stated the subdivision is a 21 lot, single family development. If approved, the development team can begin grading and installing infrastructure. The improvement plan conforms to the final development plan that was approved. He showed where the sewer lines and stormwater infrastructure will be located. There were stormwater issues in the past subdivision, but these are being corrected. When the record plat is approved, an agreement and escrow for all subdivision improvements will be executed. Before construction activity, an impact fee will be submitted for the construction route along Denny Road. A tree preservation escrow will be submitted for the trees being preserved. The Tree Board recommended approval of the tree permit, with a suggestion that they leave as many large trees as possible. Staff recommends approval.

Mr. Pellegrini asked about the staff recommendation.

Mr. Knight stated it is best practice to only give a staff recommendation on certain applications.

Adam Baer, with Rowles Company, and Christian Bailor, with The Sterling Company, were present to answer questions.

Mr. Gau made a motion that petition P-23-23 **Gates Manor Subdivision (Rowles Development LLC) Improvement Plans**– A request for the approval of Improvement Plans to construct a 21-lot single-family home development on property zoned PD-RV-Planned Development -Residential Villa known as Gates Manor be approved. Ms. Geen seconded the motion, and it was unanimously approved.

Mr. Gau made a motion that petition T-01-23 **Gates Manor Subdivision (Rowles Development LLC) Tree Permit**– A request for the approval of a Tree Permit to construct a 21-lot single-family home development on property zoned PD-RV-Planned Development -Residential Villa known as Gates Manor be approved. Mr. Kaiser seconded the motion, and it was unanimously approved.

### **ANY OTHER MATTERS DEEMED APPROPRIATE**

Mr. Knight stated staff recommendations are given for different proposals because they are different processes. Legal counsel advised that a recommendation can be made for an item that is static, meets code requirements, and is black and white. Items that require a public hearing as part of the approval process could go into litigation and the staff recommendation could be used. Staff does not give a formal recommendation unless it meets code requirements, as best zoning practice.

### **ADJOURNMENT**

Mr. Gau made a motion to adjourn the meeting at 6:24 P.M. Mr. Pellegrini seconded the motion, and it was unanimously approved.

Recording Secretary



Sarina Cape

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3<sup>rd</sup>, 2024

**Location:** North of Rayburn Ave., South of I-44 and directly east of Lynstone Park

**Applicant:** Manors at Lynstone Park LLC

**Description:** **Manors at Lynstone Park Improvement Plans** – A request for the approval of Improvement Plans to construct a 9-lot single-family home development on property zoned R-6.

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### **PROPOSAL SUMMARY:**

The purpose of this request is for approval of Improvement Plans for a new single-family home development containing 9 individual lots and common ground. All the properties are currently zoned R-6 District, in which single-family homes are identified as a permitted use. There is one proposed public road to be constructed in the existing right of way. If approved, the development team is required to receive approval of a Record Plat before individual lots may be sold, or homes constructed. Below (Figure 1) is an image of the subject site for the proposed development.



Figure 1. Aerial Image of Subject Site

**HISTORY OF SUBJECT SITE:**

The entire subject site is composed of multiple vacant lots and existing right-of-way absent of a physical road. The existing lots are structured in a traditional grid network. The history of this site is largely impacted by the creation of Interstate 44. Below (Figure 2) is an image from 1966 with an overlay of an outline of the future Interstate. In accordance with the St. Louis County Recorder of Deeds, the individual parcels are within the Meacham Park subdivision which was separated by the constructed Interstate. It should be noted that north of Interstate 44 is in the jurisdictional municipal boundaries of the City of Kirkwood, Missouri and east of Tolstoi Street is in the municipal boundaries of the City of Crestwood, Missouri.



Figure 2. Image Surrounding the Subject Site from 1966

In September of 2023, the Planning and Zoning Commission approved a Preliminary Plat for a 9-lot single-family home development on a slightly smaller footprint. The lots are in the same location, but the common ground is slightly larger after unused right-of-way was vacated by the City.

**COMPREHENSIVE PLAN:**

The Land Use Plan is an important component of the City Sunset Hills’ Comprehensive Plan. This plan is a 2-dimensional map that depicts the spatial location of the desired development pattern of the City. Each color of the plan depicts a land use designation to guide development. The land use designation for the subject site is single-family as identified in the image below (Figure 3.).

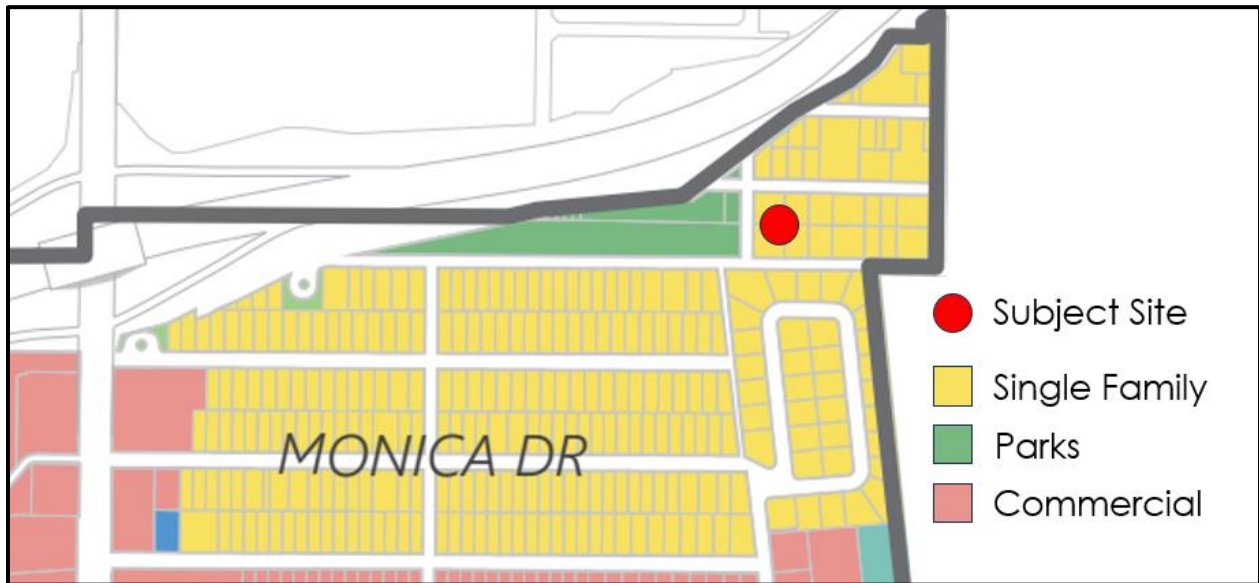


Figure 3. Land Use Plan

The proposed development is to construct nine single-family homes in an area designated single-family on the City’s Land Use Plan. The proposed development conforms to the City of Sunset Hills Comprehensive Plan.

### **ZONING DESIGNATION**

The subject site and all surrounding residential properties (Figure 4) are currently zoned the R-6 District. The purpose of the R-6 District is to protect and preserve areas of high-density residential development and to allow for the construction of new single-family detached dwellings on lots of not less than five thousand (5,000) square feet in size. The lots depicted on the Improvement Plan range in size with the smallest at 5,033 square feet in size and the largest at 10,623 square feet.

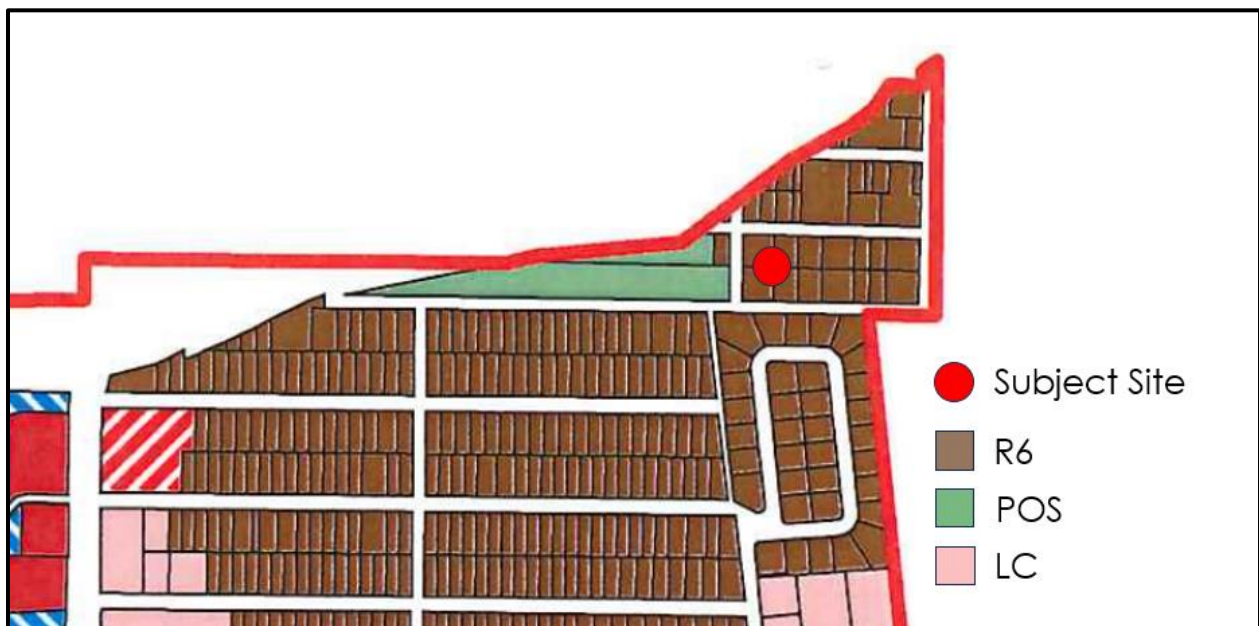


Figure 4. Zoning Map

Other dimensional (also known as bulk standards) standards applicable to the development outside of minimum lot size include setbacks, lot width, primary use coverage and maximum height. The setbacks for the R-6 zoning district are 20' from the front, 3' from the side, and 15' from the rear. The primary use coverage is 60% of the lot. The maximum height for structures is the same for all conventional residential zoning districts at 40'.

### **STAFF ANALYSIS**

As previously stated, the development will consist of nine lots that include single-family homes and common ground. The common ground is located west of the single-family lots, and is adjacent to the City of Sunset Hills' Lynstone Park. Six of the nine homes will be accessed off a new public road that will connect two existing public roads Spears Street and Rayburn Avenue. The remaining three lots will have access off Rayburn Avenue. Below is an image (Figure 5.) that depicts all nine lots, the internal roadway, water quality in common ground and the relationship to the City of Sunset Hills' Lynstone Park.



Figure 5. Proposed Development Layout

City Code states all paving shall have a minimum width of twenty-six feet (26'), unless otherwise approved by the Planning and Zoning Commission. The internal road is proposed at 22' wide as depicted on the approved Preliminary Plat and will connect to an existing road (Spears Street) that is a variable width and close to 18' wide at the connection with the future road. Provided the road is 22' vs 26', on street parking will be prohibited and the applicant will install a "No Parking" sign at the entrance to the development.

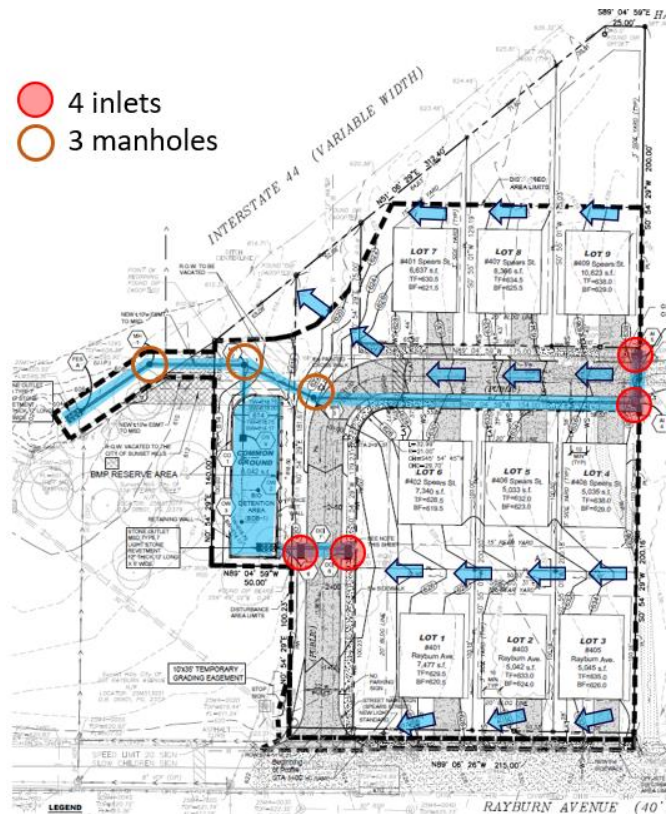
A five-foot-wide sidewalk is proposed along the internal roadway and Rayburn Avenue. A new streetlight is proposed at the corner of the proposed roadway and Rayburn Avenue meeting the City Code requirement.

### **TREE PRESERVATION**

On tracts of land less than two (2) acres in size, a tree permit is required from the Director of Public Works for the removal or disturbance of any valued tree when such removal or disturbance is associated with a development that requires a building permit for the construction of a new primary structure. There are two landmark/valued trees removed as part of the development. The applicant provided a Tree Preservation and Mitigation Plan in which 66.4% of the site's tree canopy will remain and additional trees provided to offset the removal of the valued trees.

### **STORMWATER**

The site requires 1,500 cubic yards of cut and 1,500 cubic yards of fill. There will be a total of 4 area inlets along the newly added Spears Street and 3 manholes constructed as part of the large stormwater system. The site falls from east to west in which a detention basin is present to collect stormwater from the site, provide filter, then release onto Interstate 44 right-of-way. MoDOT is aware of the stormwater infrastructure proposed in right-of-way. The future HOA is responsible for the continued maintenance of the bio-detention facility. Included here is a generalized image to show the direction of stormwater proposed throughout the site.



**DEPARTMENT INPUT**

City Staff has reviewed the submittal and found the application to be in conformance with the procedures outlined in the City of Sunset Hills' Unified Development Ordinance and consistent with policies of the City of Sunset Hills' Comprehensive Plan. City Staff recommend approval of the Improvement Plans for the Manors at Lynstone Park Subdivision.

**MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the Manors at Lynstone Park Improvement Plans."
  
- 2) "I move to approve the Manors at Lynstone Park Improvement Plans with the following conditions..."(Conditions may be added, eliminated, altered or modified)

**EXHIBITS:**

1. Application
2. Improvement Plans
3. Engineer's Cost Estimate



RECEIVED  
OCT 17 2023  
CITY OF SUNSET HILLS

3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. \_\_\_\_\_  
DATE \_\_\_\_\_  
FEE \_\_\_\_\_

**SUBDIVISION IMPROVEMENT PLANS**

- 1. Applicant's Name MANDORS AT LYNSTONE PARK LLC
- 2. Mailing Address 10025 OFFICE CENTER AVE, 63128 Phone 314-713-9721
- 3. Agent's Name and Address SITE DEVELOPMENT ENGINEERING  
(If different than Applicant)  
3512 YAEGER CROSSING COURT, 63129
- 4. Property Owner's Name MANDORS AT LYNSTONE PARK LLC (SAL VITALE)
- 5. Address of Property SEE PRELIMINARY PLAT
- 6. Area of Property 1.40 ACRES
- 7. Existing Zoning \_\_\_\_\_ Proposed Zoning SINGLE FAMILY RESIDENTIAL  
(If Applicable)
- 8. Name of Subdivision MANDORS AT LYNSTONE PARK
- 9. Number of Parcels Proposed 9 LOTS + COMMON GROUND
- 10. Remarks and Reasons DEVELOPMENT OF VACANT LOTS

- 11. Legal Description (to be attached)
- 12. Scale Drawings of Property and proposed Subdivision Plat (to be attached)
- 13. Fee: \$100 for tract less than three acres. \$200 for tract of three or more acres

I hereby state that I have read all applicable sections of the Zoning and Subdivision Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: 

# "Manors at Lynstone Park"

Part of Lots 25,26 in Block 32, Lots 23, 24 in Block 33, Part of Lots 2-6, 43-44,  
All of Lots 39-42, in Block 43, Lots 1-7, 38-44 in Block 44 of Meacham Park

Plat Book 3 Page 33

Section 12, Township 44 North, Range 5 East  
City of Sunset Hills, St. Louis County, MO

## Site Improvement Plans

### PROPERTY OWNER/DEVELOPERS CERTIFICATION

EXECUTED CERTIFICATION STATING THE FOLLOWING:

"THE PROPERTY OWNER/DEVELOPER HEREBY CERTIFIES THAT HE IS FAMILIAR WITH THE SWPPP AND ASSUMES FULL RESPONSIBILITY FOR THE PERFORMANCE AND MAINTENANCE OF THE SWPPP AS STATED ON THE APPROVED PLANS. HE WILL ENSURE THAT ALL CONTRACTORS UNDERSTAND AND ARE FAMILIAR WITH THE SWPPP FOR THE SITE AND THAT EACH CONTRACTOR AGREES TO IMPLEMENT AND PROTECT ELEMENTS OF THE SWPPP AS THEY RELATE TO HIS WORK. THE PROPERTY OWNER/DEVELOPER'S ONSITE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE PERFORMANCE AND MAINTENANCE OF THE SWPPP. IN ADDITION, THE UNDERSIGNED OWNER/DEVELOPER ASSURES THAT ALL CITY PROPERTY OR ROADS WILL BE ADEQUATELY PROTECTED."

\_\_\_\_\_  
DATE: \_\_\_\_\_

Sal Vitale

DEVELOPER'S CONTACT PERSON

Deanna Thompson

PHONE: 314-791-5058

EMERGENCY CONTACT PERSON

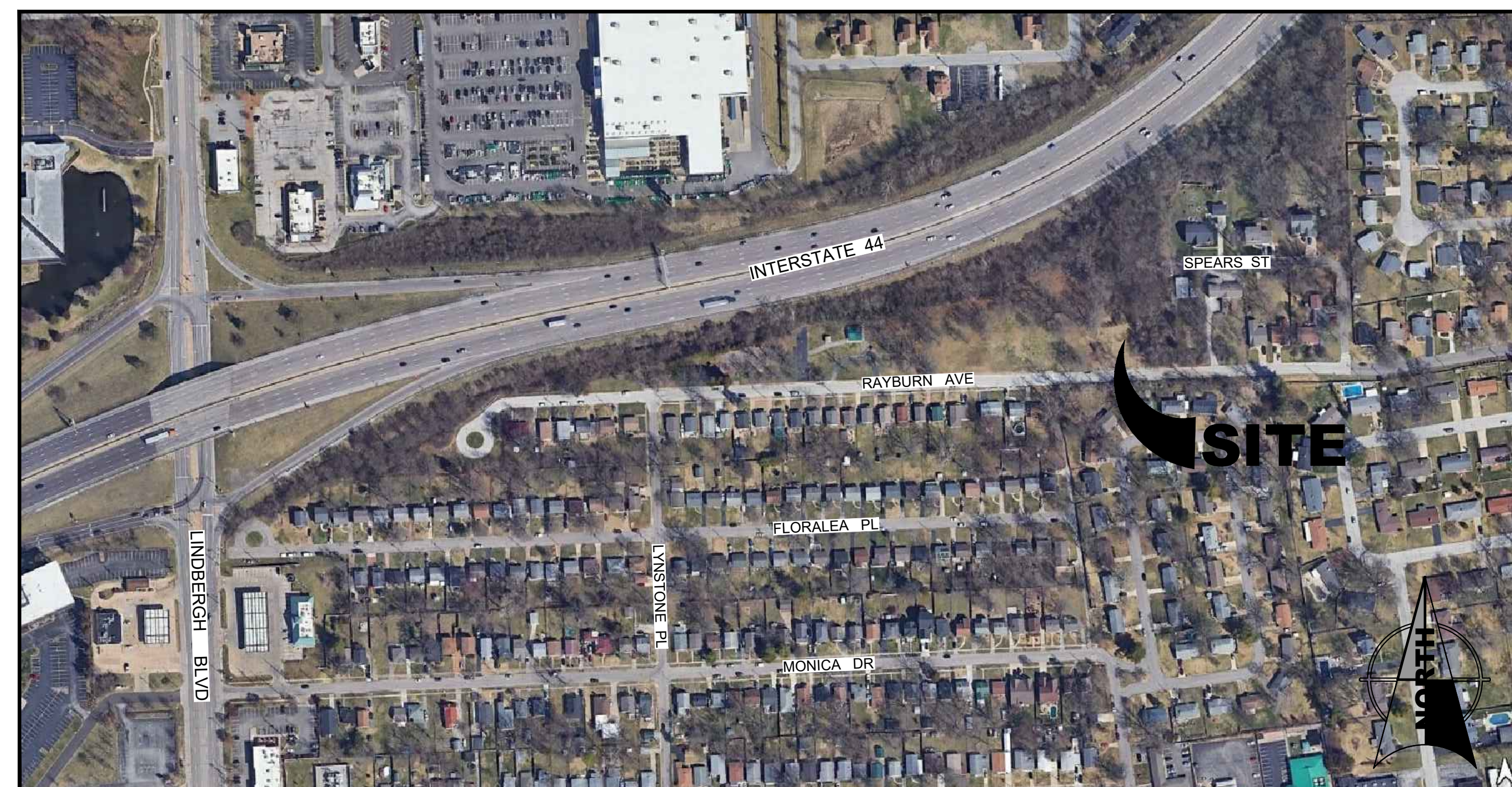
Sal Vitale

PHONE: 314-713-9721

SWPPP SPECIAL INSPECTOR

Mr. Bob Sudholt  
1-636-236-2806

CONTRACTOR'S INSURANCE (OFFSITE): PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITIES, 2018 SECTION 10.090.



### VICINITY MAP

NO SCALE

PREPARED FOR :

## Manors at Lynstone Park, LLC

10025 OFFICE CENTER AVE. SUITE 114

ST. LOUIS, MO 63128

PREPARED BY :

## SITE DEVELOPMENT ENGINEERING, INC.

3512 YAEGER CROSSING COURT

ST. LOUIS, MO 63129

TEL 314-822-4800

sdr@sde-civil.com



1-800-DIG-RITE

### CAUTION!!!

CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EXCAVATION OPERATIONS TO AVOID AND PROTECT EXISTING UNDERGROUND UTILITIES.

The underground utilities shown herein have been plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.

### ST. LOUIS COUNTY BENCHMARK:

18485 NAVD83(SLC2011a) Elev = 662.67 FUS (or) 201 982 Meter NGVD29 Elev = 662.95 FUS Cut "L" on northeast corner of the northernmost end of the poured concrete retaining wall supporting the asphalt parking lot for the Holiday Inn #10705 Watson Road. Wall is northwest of and concentric to the ramp from southbound Kirkwood Road (a.k.a. Lindbergh Blvd) to Watson Road (State Route 366). Benchmark is on the north end of poured concrete wall adjoining the south end of a concrete block retaining wall, roughly 4' west of curb, 18.8' southeast of the southeast corner of Holiday Inn sign, 35' north of light standard, 26' south of utility pole, near north end of metal guard rail facing parking along top of concrete wall. SP MO East N=302195s E=258087z Meter - Estimated Rough NAD83 Lat=38.556413°(N°) Long=90.407215°(W°)

### PROJECT BENCHMARK:

This project was performed with the use of Global Positioning System (GPS) equipment and the use of a Continuous Operating Reference Station (CORS) as part of the Missouri Department of Transportation (MoDOT) Virtual Reference System (VRS) Network. Data was obtained with the use of a Trimble R10 GPS Receiver and a TSC7 Data Collector.

Horizontal Datum is Grid North, Missouri State Plane Coordinate System NAD'83 (2401), East Zone Vertical Datum is NAVD'88. Horizontal and Vertical data observation tolerance is 0.10 feet, horizontal and vertical Control point (CORS).

### SITE BENCHMARK:

Elevation = 631.41  
The "O" in OPEN on the fire hydrant S 84° 06' 42" E 99.04' from the southwest corner of #403 Rayburn.

### STORMWATER MANAGEMENT FUTURE DISTURBANCE NOTE:

Project Disturbance = 1.77 ACRES  
Project Runoff Differential = 1.44 CFS

Any future land disturbance and/or increase in impervious area on this site may require additional stormwater management per MSD regulations in place at that time (including total land disturbance and/or imperviousness added on this plan.)

### MSD STORMWATER MANAGEMENT NOTE:

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN 22MSD-00313

### DRAWING INDEX

C1	TITLE SHEET
C2	GENERAL NOTES
C3	SITE & PAVING PLAN
C4	GRADING & UTILITY PLAN
C5	PROFILE & DETAIL SHEET
C6	DRAINAGE AREA MAPS
C7	BIODETENTION BASIN
C8	SWPPP-1
C9	SWPPP-2
C10	SWPPP-3
TTP 1.0	TREE CANOPY AREA DIAGRAM / PLAN
TTP 1.1	TREE PROTECTION / MITIGATION AND PLANTING PLAN
L1.0	PLANTING PLAN

22MSD-00313

HT#8369

MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS	
	<b>SDE</b> SITE DEVELOPMENT ENGINEERING, INC. PLANNING • CONSULTING • CIVIL ENGINEERING
	3512 Yaeger Crossing Court St. Louis, Missouri 63129 314-822-4800 sdr@sde-civil.com
<b>Manors at Lynstone Park</b>	
DATE : 10/10/23	DRAWN BY : DWD
CHECKED BY : SDR	SCALE : As Shown
<b>TITLE SHEET</b>	
REV. : 01/03/24 MSD REVIEW 01/03/24 MSD SUBMITTAL 01/11/24 SLC SWPPP 02/01/24 Agency Review	SHEET : <b>C1</b>

## GENERAL

THE UNDERGROUND UTILITIES SHOWN HEREIN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, OR NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE "UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT", CHAPTER 319, RSMO.

THE CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS AND NOTIFY THE CITY OF SUNSET HILLS DEPARTMENT OF PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.

PRIOR TO SUBMITTAL OF CONSTRUCTION BIDS, THE CONTRACTOR SHALL BE REQUIRED TO VISIT THE SITE TO VERIFY EXISTING CONDITIONS AND PROPOSED IMPROVEMENTS.

ALL ADJACENT PROPERTY OWNERS SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION COMMENCEMENT.

ALL CONSTRUCTION MATERIALS AND METHODS USED SHALL COMPLY WITH THE CURRENT CITY OF SUNSET HILLS STANDARDS AND CONSTRUCTION SPECIFICATIONS, ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION OR THE METROPOLITAN ST. LOUIS SEWER DISTRICT AS APPLIES.

ALL ELEVATIONS SHOWN ARE TO U.S.G.S. DATUM.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOR NOTIFICATION AND COORDINATION WITH ALL UTILITY COMPANIES. PRIOR TO ANY CONSTRUCTION.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES IN THE PLANS.

INSTALLATION OF LANDSCAPING AND ORNAMENTAL ENTRANCE MONUMENT OR IDENTIFICATION SIGNAGE, IF PROPOSED, SHALL BE REVIEWED BY THE CITY OF SUNSET HILLS, MO. FOR SIGHT DISTANCE CONSIDERATIONS, AND SHALL REQUIRE THEIR APPROVAL PRIOR TO INSTALLATION OR CONSTRUCTION.

ADJACENT PROPERTIES DISTURBED BY CONSTRUCTION ACTIVITIES (IE: BUSHES, FENCES, MAILBOXES, ETC.) SHALL BE REPLACED OR RESTORED, IN KIND, AT THE DEVELOPER'S EXPENSE.

## EROSION CONTROL

NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

ALL EXPOSED AREAS SHALL BE SEEDED WITHIN 30 DAYS OF FINAL GRADING.

SHOULD CONSTRUCTION STOP FOR LONGER THAN 15 DAYS, THE SITE SHALL BE SEEDED.

MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.

THESE NOTES SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.

CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION BY THE CITY OF SUNSET HILLS, MO.

LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.

IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.

ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.

CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.

## PAVING

ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE LATEST PLANS AND SPECIFICATIONS OF THE CITY OF SUNSET HILLS

THE CONTRACTOR SHALL PROVIDE ADEQUATE AND PROPER TRAFFIC CONTROL WHEN WORKING IN THE RIGHT-OF-WAY OF RAYBURN AVE. AND SPEARS ST. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE SAME.

THE CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS AND NOTIFY THE CITY OF SUNSET HILLS, MO AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.

CONSTRUCTION EQUIPMENT SHALL BE LOCATED ON THE PAVEMENT SURFACE SO AS TO MAINTAIN AT LEAST ONE LANE OF TRAFFIC DURING WORKING HOURS. SUCH EQUIPMENT SHALL BE SHIELDED WITH BARRICADES, CONES, ETC.

ALL EXCAVATIONS WITHIN THE RIGHT-OF-WAY OF SPEARS STREET SHALL BE COVERED AND PROTECTED AT ALL TIMES OTHER THAN DURING WORKING HOURS.

NO EXCAVATED MATERIALS SHALL BE STORED ON THE ROADWAY SURFACE OVERNIGHT. ROAD PAVEMENTS SHALL BE KEPT CLEAN AND FREE OF MUD, ROCK AND DEBRIS AT ALL TIMES.

FOLLOWING COMPLETION OF CONSTRUCTION, ALL TEMPORARY MATERIALS SHALL BE REMOVED AND RIGHT-OF-WAY RESTORED TO ITS ORIGINAL CONDITION. EXISTING IMPROVEMENTS DAMAGED WITHIN THE RIGHT-OF-WAY SHALL BE REPLACED AS DIRECTED BY CITY OF SUNSET HILLS. ALL DISTURBED AREAS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE SODDED.

CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVING CONDITIONS.

## UTILITIES

THE UNDERGROUND UTILITIES SHOWN HEREIN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, OR NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE "UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT", CHAPTER 319, RSMO.

THE DEVELOPER IS ADVISED THAT UTILITY COMPANIES WILL REQUIRE COMPENSATION FOR RELOCATION OF THEIR FACILITIES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY. UTILITY RELOCATION COSTS SHALL BE CONSIDERED THE DEVELOPER'S RESPONSIBILITY. THE DEVELOPER SHOULD ALSO BE AWARE OF EXTENSIVE DELAYS IN UTILITY COMPANY RELOCATION AND ADJUSTMENTS. SUCH DELAYS WILL NOT CONSTITUTE A CAUSE TO ALLOW OCCUPANCY PRIOR TO COMPLETION OF ROAD IMPROVEMENTS.

GAS, WATER, AND OTHER UTILITIES SHALL NOT CONFLICT WITH THE DEPTH OR HORIZONTAL LOCATION OF EXISTING AND PROPOSED SANITARY AND STORM SEWERS, INCLUDING HOUSE LATERALS. IT SHALL BE THE UTILITY COMPANIES' RESPONSIBILITY TO INSURE NO CONFLICTS ARISE.

REMOVAL AND/OR DEMOLITION OF ALL EXISTING STRUCTURE(S), PAVEMENT, TREES AND UTILITIES SHALL BE COORDINATED WITH OWNER OR OWNER'S REPRESENTATIVE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION AND COORDINATION WITH ALL UTILITY COMPANIES.

ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

THIS SITE IS SERVED BY :

A. AMEREN U.E. (ELECTRIC)  
 B. CHARTER COMMUNICATIONS (CABLE TV, DATA, TELEPHONE)  
 C. SPIRE (NATURAL GAS)  
 D. A.T. & T. (FORMERLY SBC) (TELEPHONE)  
 E. MISSOURI AMERICAN WATER COMPANY (WATER)  
 F. METROPOLITAN ST. LOUIS SEWER DISTRICT (SEWER)

# SITE CONSTRUCTION NOTES

## ST. LOUIS COUNTY GENERAL NOTES

- 1. THE DEVELOPER OR MUNICIPALITY IS ADVISED THAT UTILITY COMPANIES MAY REQUIRE COMPENSATION FOR RELOCATION OF THEIR FACILITIES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY. ST. LOUIS COUNTY SHALL BEAR NO RESPONSIBILITY FOR UTILITY RELOCATION OR ADJUSTMENT COSTS OR ASSOCIATED DELAYS.**
- 2. ALL SEDIMENT SHALL BE WASHED FROM ALL VEHICLES AT WASH-DOWN STATION PRIOR TO LEAVING THE SITE SO THAT NO SEDIMENT IS TRACKED ONTO COUNTY ROADS.**
- 3. INTERIM STORM WATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES SHALL BE PROVIDED.**
- 4. NO SLOPE SHALL EXCEED 3:1 MAXIMUM.**
- 5. ADDITIONAL SILTATION CONTROL MAY BE REQUIRED BY ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION.**
- 6. ALL CONSTRUCTION SHALL BE PER MOST CURRENT DETAILS LOCATED IN THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL AND/OR THE SEDIMENT AND EROSION CONTROL MANUAL.**
- 7. ACCESS TO ALL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION PROCESS.**

## CITY OF SUNSET HILLS NOTES

NOTIFY THE CITY OF SUNSET HILLS PLANNING & DEVELOPMENT SERVICES DIVISION 48 HOURS PRIOR TO THE COMMENCEMENT OF GRADING AND/OR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

PARKING ON NON-SURFACES AREAS IS PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT.

THE STREETS SURROUNDING THIS DEVELOPMENT AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE KEPT FREE FROM MUD AND CONSTRUCTION DEBRIS AND SHALL BE CLEANED THROUGHOUT THE DAY.

ALL FILLS PLACE UNDER PROPOSED STORM AND SANITARY SEWER LINES AND/OR PAVED AREAS, INCLUDING TRENCH BACKFILLS WITHIN AND OFF THE ROAD RIGHT-OF-WAY, SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE "MODIFIED AASHTO T-100 COMPACTION TEST" (ASTM D-1557) FOR THE ENTIRE DEPTH OF FILL. COMPACTED GRANULAR BACKFILL IS REQUIRED IN ALL TRENCH EXCAVATION WITHIN THE STREET RIGHT-OF-WAY AND UNDER ALL PAVED AREAS. ALL TESTS SHALL BE PERFORMED UNDER THE DIRECTION OF AND VERIFIED BY A LICENSED ENGINEER CONCURRENT WITH GRADING AND BACKFILLING OPERATIONS.

SOFT SOILS OR SEDIMENT FROM EXISTING OR FORMER POND SITES OR TRIBUTARIES, OR ANY SEDIMENT BASINS OR TRAPS SHALL NOT BE PLACED IN PROPOSED PUBLIC RIGHT-OF-WAY LOCATIONS OR IN ANY STORM SEWER LOCATION.

ALL TRASH AND DEBRIS ON-SITE, EITHER EXISTING OR FROM CONSTRUCTION, SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE.

DEBRIS AND FOUNDATION MATERIAL FROM ANY STRUCTURE WHICH IS SCHEDULED TO BE RAZED SHALL BE PROPERLY DISPOSED OF OFF-SITE.

ALL EXCAVATIONS, CUTS OR FILLS SHALL HAVE A FINISHED GRADE NOT TO EXCEED A 3:1 SLOPE (33%), UNLESS SPECIFICALLY APPROVED OTHERWISE.

NO EXCAVATION SHALL BE MADE IN A MANNER THAT MAY ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET, OR UTILITY.

ALL DEVELOPED LOTS SHALL BE SEEDED AND MULCHED OR SODDED BEFORE OCCUPANCY AND IN A MANNER THAT IT MEETS OR EXCEEDS THE REQUIREMENTS OF THE CITY OF SUNSET HILLS.

ANY WELLS OR CISTERNS SHALL BE LOCATED AND SEALED IN A MANNER ACCEPTABLE TO THE CITY OF SUNSET HILLS AND THE MoDNR.

## STORM SEWERS

THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORM WATER SYSTEMS IN ACCORDANCE WITH CITY OF SUNSET HILLS AND THE METROPOLITAN ST. LOUIS SEWER DISTRICTS' (MSD) STANDARDS.

ALL CONCRETE PIPE SHALL BE REINFORCED AND CONFORM TO A.S.T.M. DESIGNATION C78-80 CLASS III, UNLESS OTHERWISE NOTED.

TYPE "C" BEDDING PER MSD STANDARDS IN REQUIRED FOR PIPES IN ROCK.

ALL TRENCHES UNDER AREAS TO BE PAVED AND UNDER EXISTING PAVING SHALL BE GRANULARLY FILLED WITH ¾" MINUS CRUSHED LIMESTONE ONLY. BACKFILL SHALL BE PLACED IN ACCORDANCE WITH MSD STANDARDS.

JETTING IS NOT AN ACCEPTABLE METHOD OF ACHIEVING BACKFILL COMPACTION. ALL BACKFILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO AT LEAST 95 PERCENT OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY.

ALL STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.

**STORMWATER MANAGEMENT NOTE:**  
 PROJECT DISTURBANCE = 1.75 AC.  
 PROJECT RUNOFF DIFFERENTIAL = 1.44 CFS  
 ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORMWATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN)

FINAL SITE STORMWATER DRAINAGE GENERATED FROM THIS SITE AND TRIBUTARY THROUGH THIS SITE ARE SUBJECT TO MSD REQUIREMENTS.

## MSD NOTES

**SEWER CONSTRUCTION AT ONE PERCENT (1%) OR LESS:**

FOR SEWER PIPE (STORM, SANITARY AND COMBINED) WITH A DESIGN GRADE LESS THAN ONE PERCENT (1%), VERIFICATION OF THE PIPE GRADE WILL BE REQUIRED FOR EACH INSTALLED REACH OF SEWER PRIOR TO ANY SURFACE RESTORATION OR INSTALLATION OF ANY SURFACE IMPROVEMENTS. THE CONTRACTOR'S FIELD SUPERVISOR WILL BE REQUIRED TO PROVIDE DAILY DOCUMENTATION VERIFYING THAT THE AS-BUILT PIPE GRADE MEETS THE DESIGN GRADE THROUGH THE SUBMITTAL OF SIGNED CUT SHEETS TO THE DISTRICT INSPECTOR UPON REQUEST. THE CONTRACTOR WILL BE REQUIRED TO REMOVE AND REPLACE ANY SEWER REACH HAVING AN AS-BUILT GRADE FLATTER THAN THE DESIGN GRADE BY MORE THAN 0.1%. SEWERS WITH GRADES GREATER THE DESIGN GRADE MAY BE LEFT IN PLACE PROVIDED NO OTHER SEWER GRADE IS REDUCED BY THIS VARIANCE IN THE AS-BUILT GRADE.

MSD ALSO RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO REMOVE AND REPLACE ANY SEWER (AT ANY TIME PRIOR TO CONSTRUCTION APPROVAL) FOR WHICH THE AS-BUILT GRADE DOES NOT COMPLY WITH THE GRADE TOLERANCE STATED IN THE ABOVE PARAGRAPHS.

FIELD SURVEYED VERIFICATION MUST BE MADE UNDER THE DIRECTION OF THE LICENSED LAND SURVEYOR OR REGISTERED ENGINEER. THE SEWER CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COST ASSOCIATED WITH THE FIELD VERIFICATION OF THE SEWER GRADE, OR REMOVAL AND REPLACEMENT OF THE SEWER PIPE OR ASSOCIATED APPURTENANCES.

**TRENCH BACKFILL COMPACTION AND TESTING REQUIREMENTS:**

THE CONTRACTOR IS TO REFER TO SECTION H OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT'S STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009 EDITION, TO ESTABLISH THE REQUIREMENTS FOR THE SPECIFIC TYPE OF BACKFILL BEING USED.

PIPE JOINTS WITH ADAPTORS AND COUPLINGS SHALL BE SUPPLIED AND INSTALLED WITH 3/16 STAINLESS STEEL NUT AND BOLT CLAMPS (T-BOLT) CONFIGURATION; AND WITH STAINLESS STEEL SHEER BANDS, BEING A MINIMUM OF TWELVE (12) MILS (MSD ST. CONS. SPECS. PT. 2, SUBSECTION H-11) WORK DRIVE HOSE CLAMPS AND CONCRETE BACKFILLING (CAUSTICITY) WILL NO LONGER BE ALLOWED AT THOSE JOINTS. GRANULAR BACKFILL SHOULD BE USED, IF FLOWABLE FILL IS REQUIRED, THE CONTRACTOR SHALL WRAP AND TAPE THE ADAPTORS AND COUPLINGS WITH A SIX (6)-MIL POLYETHYLENE SHEET.

ANY ABANDONED SEWERS SHALL BE REMOVED OR COMPLETELY GROUT FILLED. MSD PERMITS ARE REQUIRED PRIOR TO THE ABANDONMENT OR REMOVAL OF EXISTING SEWERS. TO RECEIVE MSD PERMITS THE PROJECT MUST HAVE MSD PLAN APPROVAL. NOTIFY MSD 48 HOURS PRIOR TO SEWER ABANDONMENT AND/OR REMOVAL.

UNLESS NOTED OTHERWISE THE DETAIL DRAWINGS SHOWN ARE FOR PRIVATE CONSTRUCTION AND THE CONTRACTOR'S USE ONLY. REFER TO MSD SPECIFICATION AND STANDARD DETAILS FOR PUBLIC SEWER CONSTRUCTION.

PROVIDE 6' DIAMETER FLAT AREA AROUND PUBLIC STRUCTURE TOPS FOR ACCESS.

- LIMITS OF DISTURBANCE:**  
the contractor shall stay within the limits of disturbance as shown on the plans and minimize disturbance within the work area wherever possible.
- PUBLIC SEWER MAINTENANCE:**  
maintenance of the sewers designated "public" shall be the responsibility of the metropolitan St. Louis sewer district upon dedication of the sewers to the district.
- REMOVE REPLACE OR REHAB NOTE:**  
the removal and replacement, or rehabilitation of the existing structure will be determined by the MSD field inspector. if the structure is determined to remain in place, then the top shall be adjusted to grade, if needed.
- SEPTIC TANK ABANDONMENT:**  
septic tanks shall be abandoned in accordance with the metropolitan St. Louis sewer district standard construction specifications for sewer and drainage facilities, 2009.
- STANDARD CONSTRUCTION:**  
all storm and sanitary sewer structures and appurtenances to be dedicated to MSD, or to be private under MSD inspection, shall conform to the metropolitan St. Louis sewer district, standard construction specifications for sewers and drainage facilities, 2009. that will include standard details shown therein, and shall include all subsequent changes made thereto.  
some recent changes concern plastic pipe materials and pipe field testing and performance, and include the following:  
  
PART 2 - MATERIALS OF CONSTRUCTION  
  
High Density Polyethylene (HDPE) pipe is not allowed for gravity sewers for storm, combined, or sanitary sewers that are "public" or "private under MSD inspection". Corrugated Polypropylene (PP) Pipe is allowed as follows for gravity sewers that are "public" or "private under MSD inspection":  
  
1. For use in sanitary and combined sewers 12 to 60 inches in diameter it shall conform to the requirements of ASTM F2764 "Standard Specification for 6 to 60 in. Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications." Pipe shall have a minimum stiffness of 46 psi when tested in accordance with ASTM D2412.  
  
2. For use in storm sewers 12 to 30 inches in diameter it shall conform to the requirements of ASTM F2881 "Standard Specification for 12 to 60 in. Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications;" or ASTM F2764 "Standard Specification for 6 to 60 in. Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications;" or for use in Storm Sewers 36 to 60 inches in diameter it shall conform to the requirements of ASTM F2764 "Standard Specification for 6 to 60 in. Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications." Pipe shall have a minimum stiffness of 46 psi when tested in accordance with ASTM D2412.  
  
3. Pipe for gravity sewer installations shall be installed in accordance with ASTM D2321 with the exception that initial Backfill shall be a minimum of 6 inches above the top of pipe as shown in the Standard Details of Sewer Construction. Consolidation by water (jetting or puddling) shall not be used. Consolidation shall be in accordance with MSD Standard Construction Specifications for trench backfill. Price for compacted backfill shall be included in pipe unit cost.  
  
A. A representative from the pipe manufacturer shall visit the site within the first 100 feet of pipe installation. Coordination of this site visit shall be arranged by the Contractor. The Contractor shall provide the MSD inspector at least 24 hours' notice of the planned date and time of the manufacturer's site visit.  
  
B. Following the site visit, the Contractor shall be required to provide a letter from the piping manufacturer summarizing their observations. At a minimum, the letter shall:  
  
I. Indicate the date the initial section of pipe was installed; and  
II. Verify that the installation occurred in accordance with manufacturer's recommended procedures.  
  
4. Trench width shall be in accordance with manufacturer's installation recommendations. District standard payline widths based on the nominal inside pipe diameter shall apply.  
  
PART 4 - PIPE SEWER CONSTRUCTION  
  
Section B, Pipe Field Tests, Paragraph 2, Reach Integrity Testing - delete the first sentence and the following replacement applies:  
All sanitary and combined sewers shall sustain a maximum leakage limit of 100 gallons/inch of pipe diameter/mile of line/day, as required by the Missouri Department of Natural Resources Specifications.  
  
Section B, Pipe Field Tests, Paragraph 2, Reach Integrity Testing, Subparagraph c, Infiltration/Exfiltration Testing - delete the sixth sentence, concerning leakage limits, and the following replacement applies:  
The measurement of leakage shall not exceed 100 gallons/inch of pipe diameter/mile of line/day, as required by the Missouri Department of Natural Resources Specifications.  
  
Section B, Pipe Field Tests, Paragraph 4, Manhole Testing, Subparagraph a, Vacuum Testing - after the first sentence, the following addition applies:  
The vacuum test must be performed prior to backfilling around the manhole unless the contractor provides documentation from the precast manhole manufacturer stating that the manhole may be vacuum tested after backfilling has taken place. The contractor must submit this documentation prior to backfilling around any manhole.  
  
Section B, Pipe Field Tests, Paragraph 4, Manhole Testing, Subparagraph b, Exfiltration Testing - delete the second sentence, concerning leakage limits, and the following addition applies:  
For exfiltration testing, the allowable leakage limit is 100 gallons/inch of pipe diameter/mile of line/day when the average head on the test section is three feet (3') or less.  
  
If Reinforced Concrete Pipe is used for sanitary or combined sewers larger than 27", all pipe AND joints shall conform to ASTM C 361. In addition, if the diameter is larger than 48", the joint type must include a gasket that is confined in a groove in the spigot of the pipe.

## BENCHMARK

**ST LOUIS COUNTY BENCHMARK:**  
 18405 NAVD88(SLC2011a) Elev = 662.67 F(U.S) or 201.982 Meter NGVD29 Elev = 662.95 F(U.S) Cut "L" on northeast corner of the northernmost end of the poured concrete retaining wall supporting the asphalt parking lot for the Holiday Inn #10705 Watson Road. Wall is northwest of and concentric to the ramp from southbound Kirkwood Road (a.k.a. Lindbergh Blvd) to Watson Road (State Route 366). Benchmark is on the north end of poured concrete wall adjoining the south end of a concrete block retaining wall, roughly 4' west of curb, 18.8' southeast of the southeast corner of Holiday Inn sign, 35' north of light standard, 20' south of utility pole, near north end of metal guard rail facing parking along top of concrete wall. SP MO East N=302195a E=258087a Meter - Estimated Rough NAD83 Lat=38.556413°±(N+) Long=90.407215°±(W-)

**PROJECT BENCHMARK:**  
 This project was performed with the use of Global Positioning System (GPS) equipment and the use of a Continuous Operating Reference Station (CORS) as part of the Missouri Department of Transportation (MoDOT) Virtual Reference System (VRS) Network. Data was obtained with the use of a Trimble R10 GPS Receiver and a TSC7 Data Collector.  
  
Horizontal Datum is Grid North, Missouri State Plane Coordinate System NAD'83 (2401), East Zone Vertical Datum is NAVD'88. Horizontal and Vertical data observation tolerance is 0.10 feet, horizontal and vertical Control point (CORS).

**SITE BENCHMARK:**  
 Elevation = 631.41  
 The "O" IN OPEN on the fire hydrant S 84° 06' 42" E 99.04' from the southwest corner of #403 Rayburn.

Date: \_\_\_\_\_  
 Steven D. Rush  
 Civil Engineer  
 License No. E-20332

22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SITE DEVELOPMENT ENGINEERING, INC.**  
 CORPORATE CERTIFICATE OF AUTHORITY  
 No. 02128

3512 Yaeger  
 Crossing Court  
 St. Louis, Missouri  
 63129  
 314-822-4800  
 sdf@sde-civil.com

**SDE**  
 ENGINEERING, INC.  
 PLANNING • CONSULTING • CIVIL ENGINEERING

**Manors at Lynstone Park**

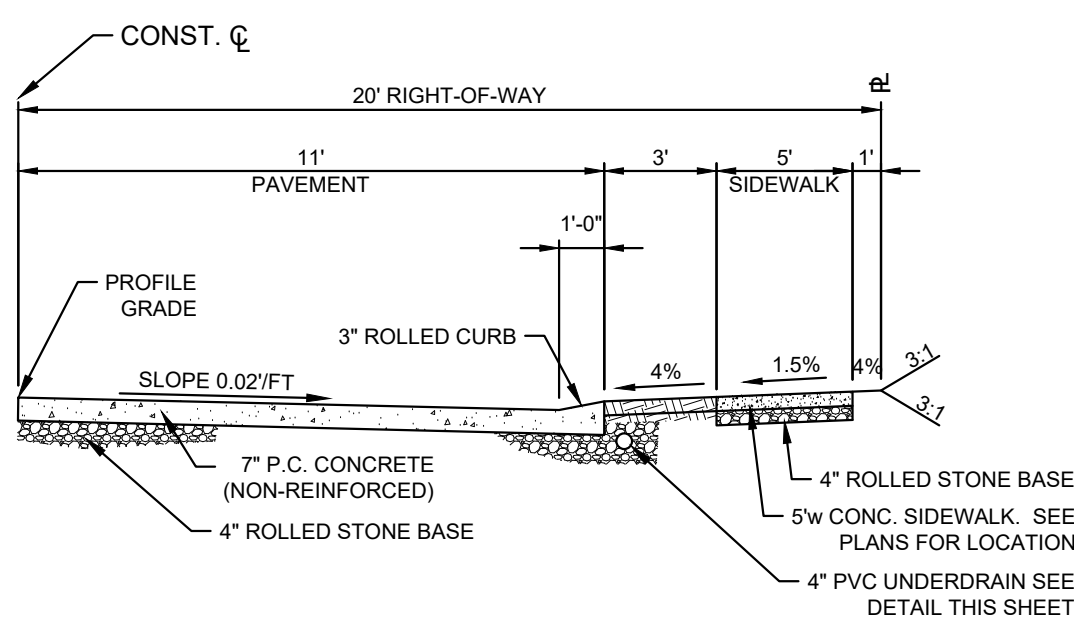
DATE :	10/10/23	JOB NO. :	222-205	DRAWN BY :	DWD
CHECKED BY :	SDR	SCALE :	As Shown		

**GENERAL NOTES**

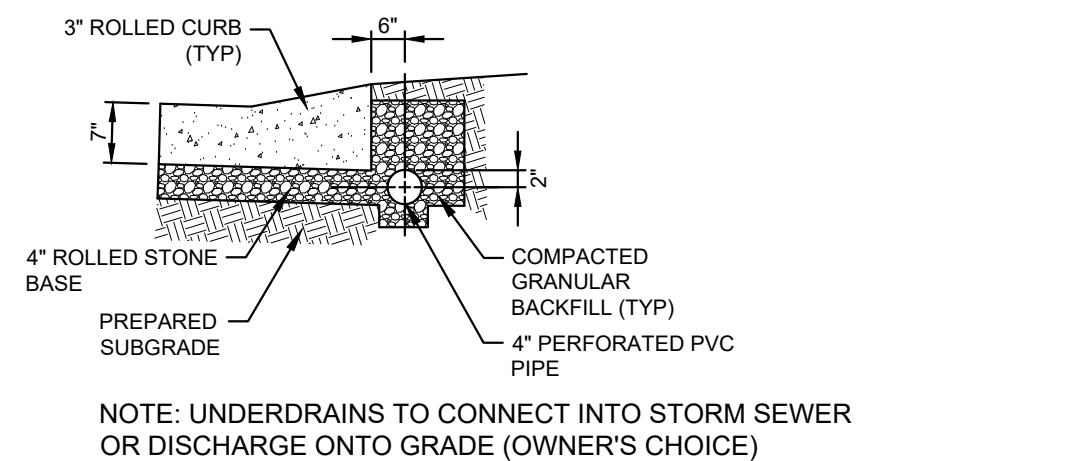
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# LEGEND

A.T.G.	Adjust to Grade
BM	Benchmark
B.O.C.	Back of Curb
C.M.P.	Corrugated Metal Pipe
C.I.	Curb Inlet
C.L.	Centerline
D.C.I.	Double Curb Inlet
D.G.I.	Double Grated Inlet
D.I.P.	Ductile Iron Pipe
C.O.	Clean Out
E.P.	End of Pipe
F.F.	Finished Floor Elevation
F.L.	Flow Line Elevation
-X-	Fence Line
F.H.	Fire Hydrant
G.I.	Grated Inlet
G.M.	Gas Meter
GV	Gas Valve
G.W.	Guy Wire
L.S.	Light Standard
MH	Manhole
RCP	Reinforced Concrete Pipe
U.C.P.	Ultra Flo Corrugated Pipe
U.P.	Utility Pole
W.M.	Water Meter
W.V.	Water Valve
-G-	Gas Line
-OE-	Overhead Electric
-OU-	Overhead Utilities
-T-	Telephone Line
TC	Top of Curb Elevation
TF	Top of Foundation
TH	Test Hole
-UE-	Underground Electric
-UT-	Underground Telephone Line
-W-	Water Line
U.I.P.	Use in Place
T.B.R.	To Be Removed
(TYP.)	Typical
— 500 —	Existing Contour
— 500 —	Proposed Contour
	Concrete Pavement
— — —	Disturbance Area Limits
— TP —	Tree Protection Fence



**A PAVEMENT SECTION**  
NOT TO SCALE



**B UNDERDRAIN DETAIL**  
NOT TO SCALE

NOTE: UNDERDRAINS TO CONNECT INTO STORM SEWER OR DISCHARGE ONTO GRADE (OWNER'S CHOICE)

**LEGEND**

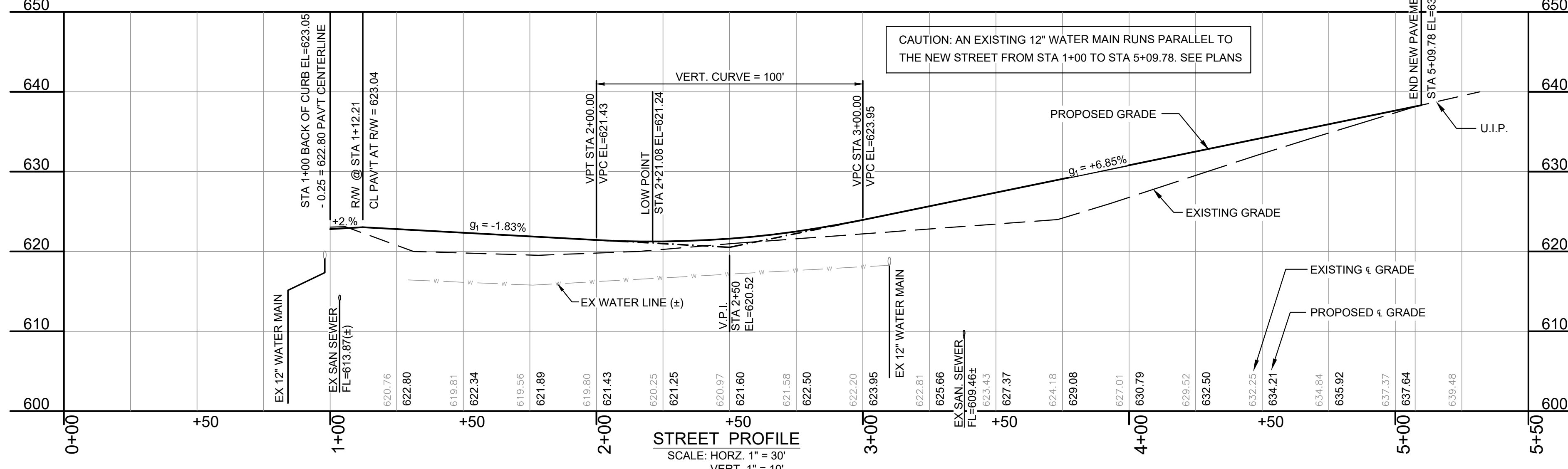
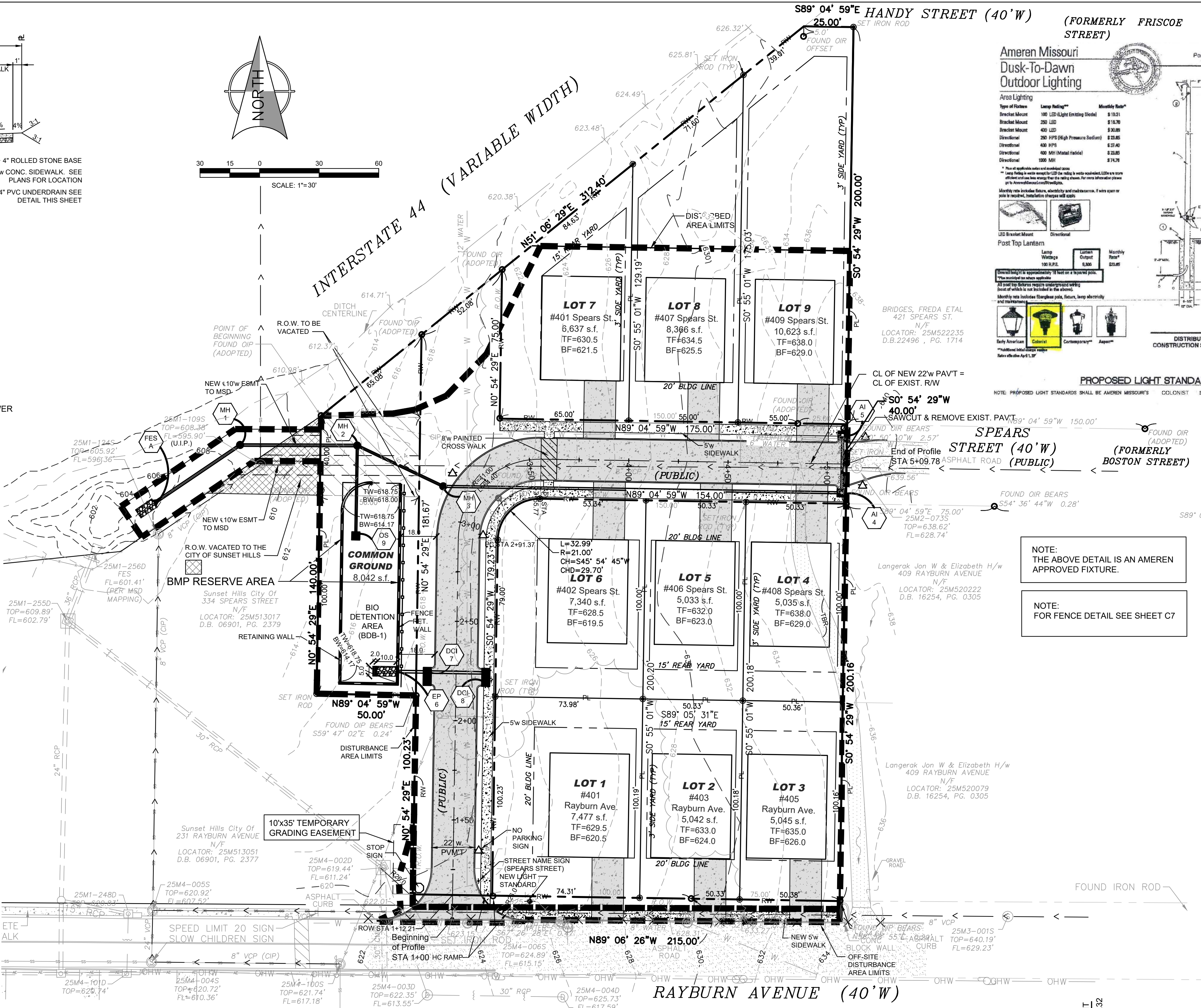
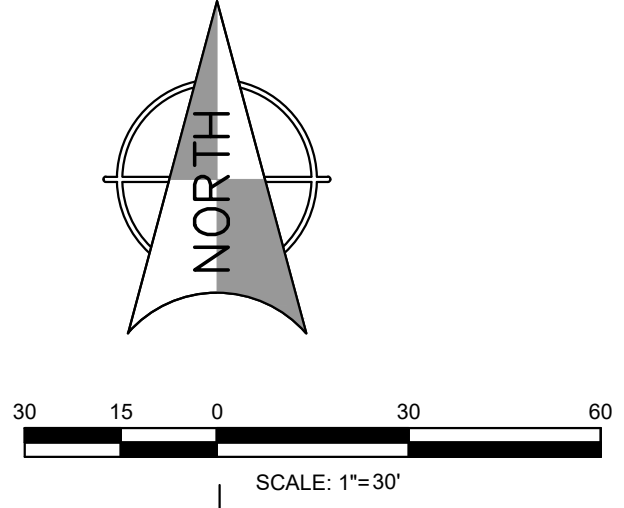
(511)	EXISTING CONTOUR
(511.0)	PROPOSED CONTOUR
(511.0)	PROPOSED GROUND ELEVATION
TF	TOP OF FOUNDATION
TW	TOP OF WALL
BW	BOTTOM OF WALL
EX	EXISTING
FF	FINISHED FLOOR
TW	TOP OF WALL
BF	BASEMENT FOUNDATION
TBR	TO BE REMOVED
C.O.	SANITARY CLEANOUT
DND	DO NOT DISTURB
■	PROPOSED STORM INLET
●	PROPOSED STORM MANHOLE
●	PROPOSED SANITARY MANHOLE
+	PROPOSED FIRE HYDRANT
■	NEW CONCRETE
W	PROPOSED RETAINING WALL
ST	PROPOSED WATER
S	PROPOSED STORM
S	PROPOSED SANITARY
○	RET. WALL FENCE
○	STOP SIGN
△	NO PARKING SIGN
PL	PROPERTY LINE
RW	RIGHT-OF-WAY
U.I.P.	USE IN PLACE
ATG	ADJUST TO GRADE AS NECESSARY



**1-800-DIG-RITE**

**CAUTION!!!**  
CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EXCAVATION OPERATIONS TO AVOID AND PROTECT EXISTING UNDERGROUND UTILITIES.

The underground utilities shown herein have been plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.



**Ameren Missouri Dusk-to-Dawn Outdoor Lighting**

**Area Lighting**

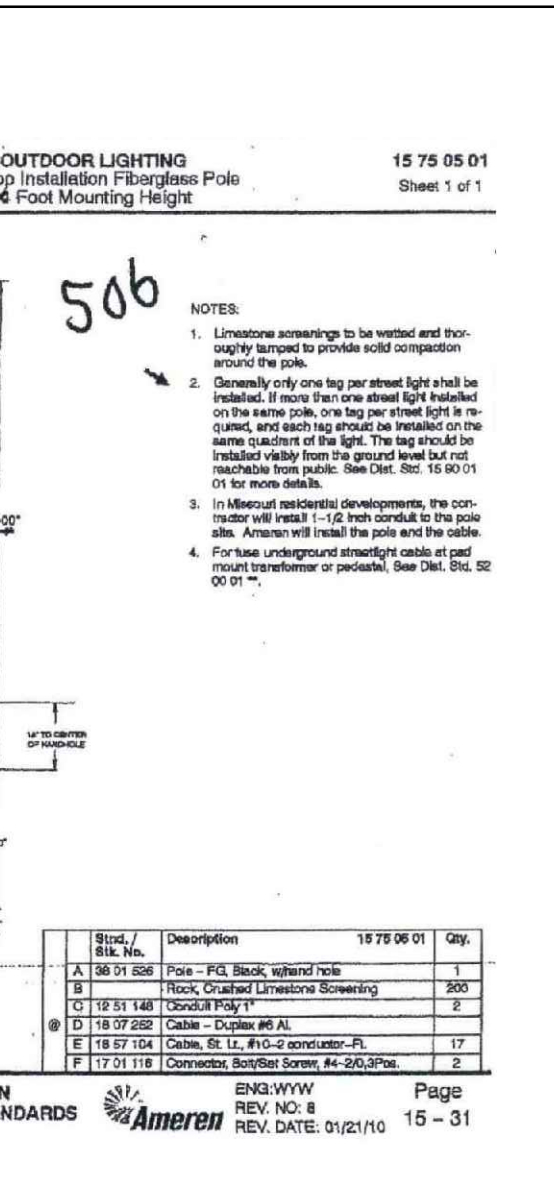
Type of Fixture	Lamp Rating	Monthly Base*
Bracket Mount	100 LED Light Emitting Diode	\$ 18.31
Bracket Mount	250 LED	\$ 18.70
Bracket Mount	400 LED	\$ 20.00
Overhead	200 HPV (High Pressure Sodium)	\$ 23.00
Overhead	400 HPV	\$ 23.40
Overhead	600 HPV (Metal Halide)	\$ 25.00
Overhead	900 HPV	\$ 27.70

**Post Top Lantern**

Lamp	Lamp	Monthly
White	Output	Base*
100 WATT	6000	\$21.00

**PROPOSED LIGHT STANDARD DETAIL**

NOTE: PROPOSED LIGHT STANDARDS SHALL BE AMEREN MISSOURI COLORIST STYLE AND THE LIGHT SHOULD NOT BE LESS THAN 18' ABOVE GRADE.



Item	Description	Quantity
1	506" H Pole	1
2	18" Dia Mounting Height	1
3	15.75' Dia Pole	1
4	18" Dia Mounting Height	1
5	15.75' Dia Pole	1
6	18" Dia Mounting Height	1
7	15.75' Dia Pole	1
8	18" Dia Mounting Height	1
9	15.75' Dia Pole	1
10	18" Dia Mounting Height	1
11	15.75' Dia Pole	1
12	18" Dia Mounting Height	1
13	15.75' Dia Pole	1
14	18" Dia Mounting Height	1
15	15.75' Dia Pole	1
16	18" Dia Mounting Height	1
17	15.75' Dia Pole	1
18	18" Dia Mounting Height	1
19	15.75' Dia Pole	1
20	18" Dia Mounting Height	1
21	15.75' Dia Pole	1
22	18" Dia Mounting Height	1
23	15.75' Dia Pole	1
24	18" Dia Mounting Height	1
25	15.75' Dia Pole	1
26	18" Dia Mounting Height	1
27	15.75' Dia Pole	1
28	18" Dia Mounting Height	1
29	15.75' Dia Pole	1
30	18" Dia Mounting Height	1
31	15.75' Dia Pole	1
32	18" Dia Mounting Height	1
33	15.75' Dia Pole	1
34	18" Dia Mounting Height	1
35	15.75' Dia Pole	1
36	18" Dia Mounting Height	1
37	15.75' Dia Pole	1
38	18" Dia Mounting Height	1
39	15.75' Dia Pole	1
40	18" Dia Mounting Height	1
41	15.75' Dia Pole	1
42	18" Dia Mounting Height	1
43	15.75' Dia Pole	1
44	18" Dia Mounting Height	1
45	15.75' Dia Pole	1
46	18" Dia Mounting Height	1
47	15.75' Dia Pole	1
48	18" Dia Mounting Height	1
49	15.75' Dia Pole	1
50	18" Dia Mounting Height	1
51	15.75' Dia Pole	1
52	18" Dia Mounting Height	1
53	15.75' Dia Pole	1
54	18" Dia Mounting Height	1
55	15.75' Dia Pole	1
56	18" Dia Mounting Height	1
57	15.75' Dia Pole	1
58	18" Dia Mounting Height	1
59	15.75' Dia Pole	1
60	18" Dia Mounting Height	1
61	15.75' Dia Pole	1
62	18" Dia Mounting Height	1
63	15.75' Dia Pole	1
64	18" Dia Mounting Height	1
65	15.75' Dia Pole	1
66	18" Dia Mounting Height	1
67	15.75' Dia Pole	1
68	18" Dia Mounting Height	1
69	15.75' Dia Pole	1
70	18" Dia Mounting Height	1
71	15.75' Dia Pole	1
72	18" Dia Mounting Height	1
73	15.75' Dia Pole	1
74	18" Dia Mounting Height	1
75	15.75' Dia Pole	1
76	18" Dia Mounting Height	1
77	15.75' Dia Pole	1
78	18" Dia Mounting Height	1
79	15.75' Dia Pole	1
80	18" Dia Mounting Height	1
81	15.75' Dia Pole	1
82	18" Dia Mounting Height	1
83	15.75' Dia Pole	1
84	18" Dia Mounting Height	1
85	15.75' Dia Pole	1
86	18" Dia Mounting Height	1
87	15.75' Dia Pole	1
88	18" Dia Mounting Height	1
89	15.75' Dia Pole	1
90	18" Dia Mounting Height	1
91	15.75' Dia Pole	1
92	18" Dia Mounting Height	1
93	15.75' Dia Pole	1
94	18" Dia Mounting Height	1
95	15.75' Dia Pole	1
96	18" Dia Mounting Height	1
97	15.75' Dia Pole	1
98	18" Dia Mounting Height	1
99	15.75' Dia Pole	1
100	18" Dia Mounting Height	1



**LOCATION MAP**

**PROJECT INFORMATION**

Address of Site	Locator Number
403 Rayburn Avenue	25M510047
405 Rayburn Avenue	25M520068
339 Spears Street	25M510344
340 Spears Street	25M510322
402 Spears Street	25M513073
408 Spears Street	25M520255
401 Spears Street	25M510355
407 Spears Street	25M520475
409 Spears Street	25M520411
411 Spears Street	25M520512
413 Handy Street	25M520541
415 Spears Street	
424 Handy Street	

**ROSCH ENGINEERING**

Date: 12-11-23

Re: Manors at Lynstone Park Retaining Wall 1

The street is not supported by the retaining wall.

If you have any questions or need further information, please call.

Sincerely,  
Brian Schaller, PE

**Note to Street Contractor:**  
Streets must be Portland cement concrete with doweled center joint, doweled transverse joints and a four-inch (4") rolled stone base. The mix design shall be at least a six-sack mix with five percent (5%) entrained air. Maximum slump shall be three inches (3"). The contractor shall be required to provide the City with the mix design. The base rock shall be compacted to ninety-five percent (95%) maximum compaction using the modified Proctor method. Compaction tests shall be performed by a firm chosen by the City and the City shall be provided with the results of said tests.

22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SDE SITE DEVELOPMENT ENGINEERING, INC.**  
PLANNING • CONSULTING • CIVIL ENGINEERING

**Manors at Lynstone Park**

DATE: 10/10/23 JOB NO.: 222-205 DRAWN BY: DWD  
CHECKED BY: SDR SCALE: As Shown

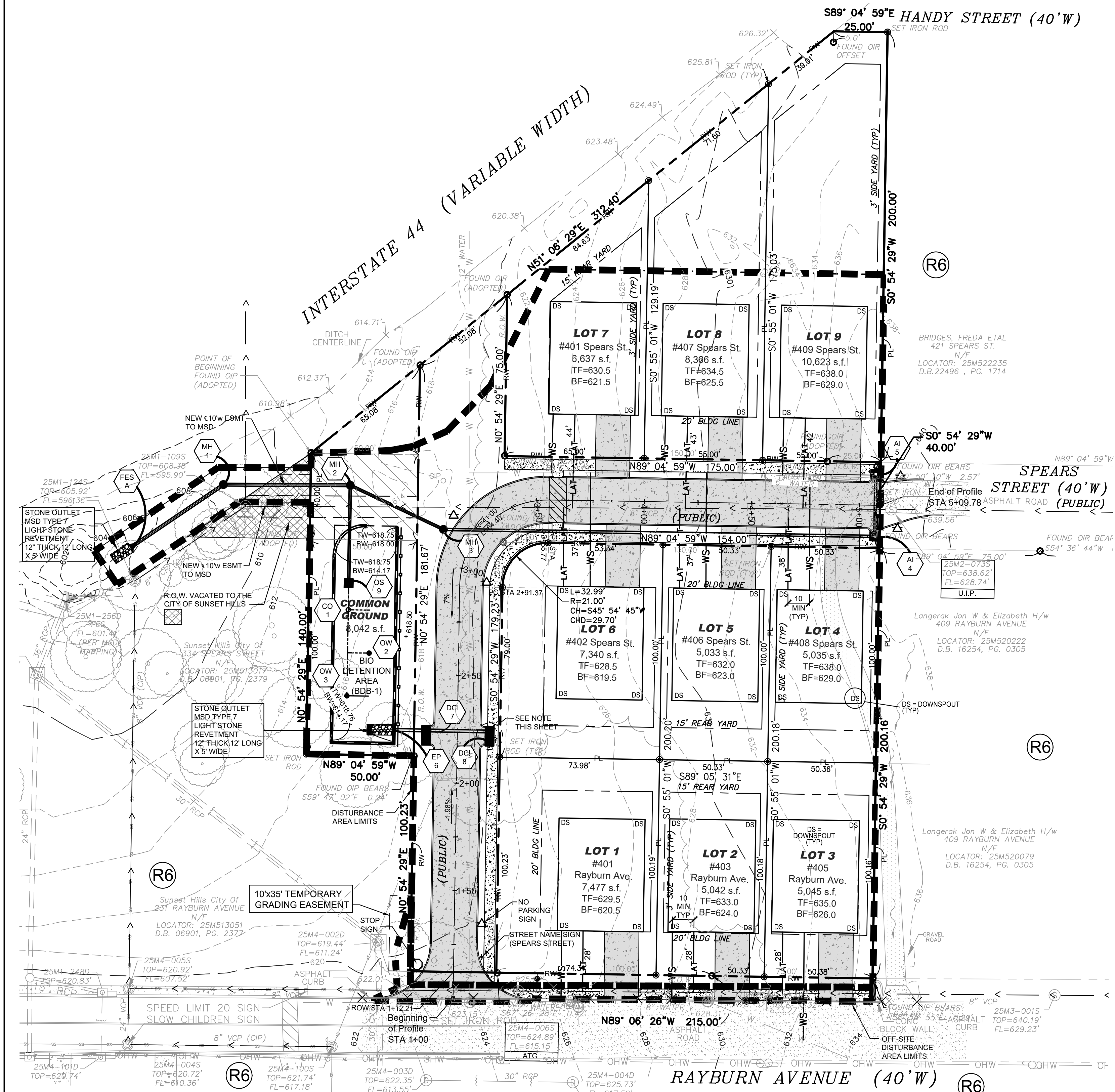
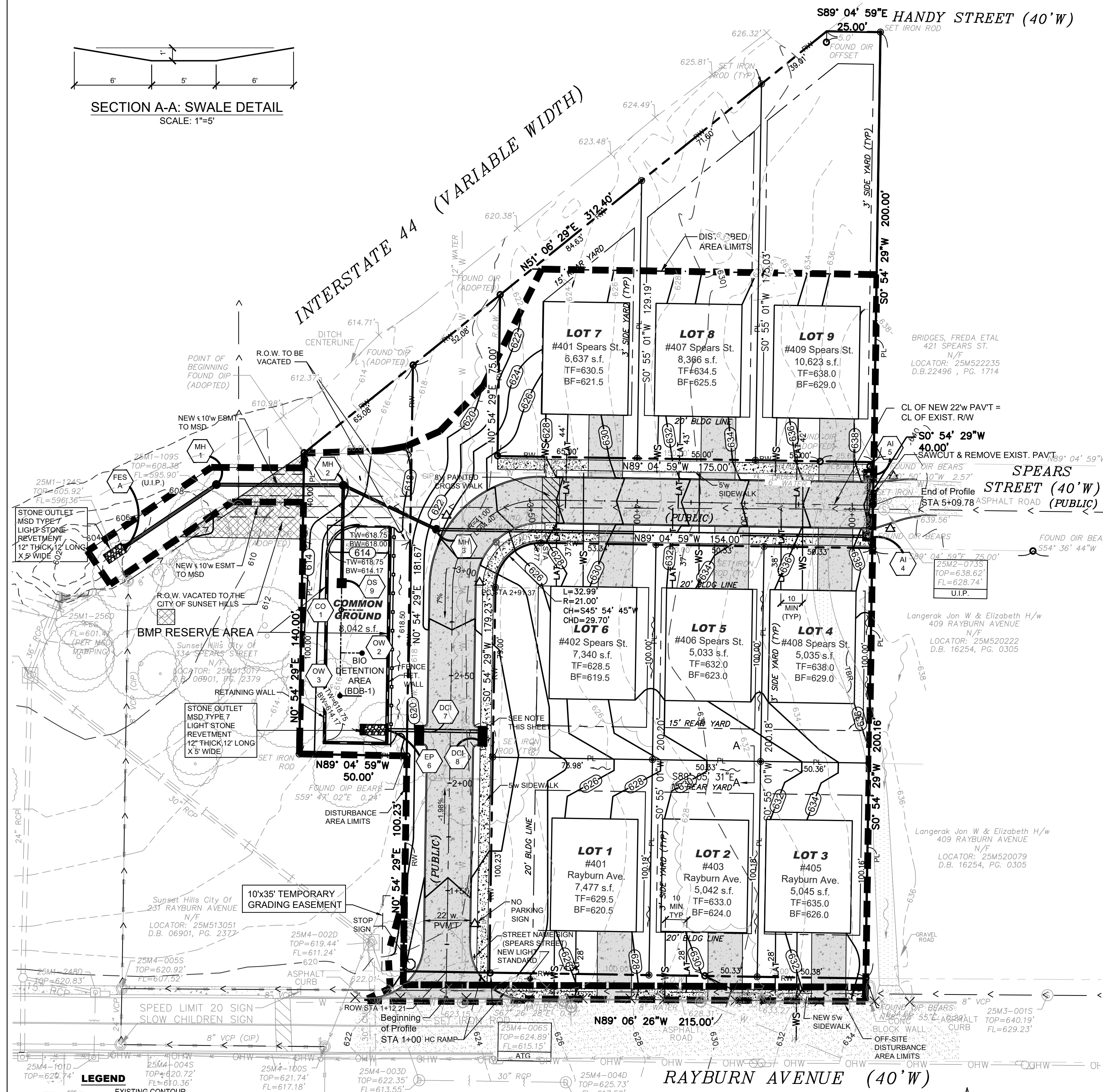
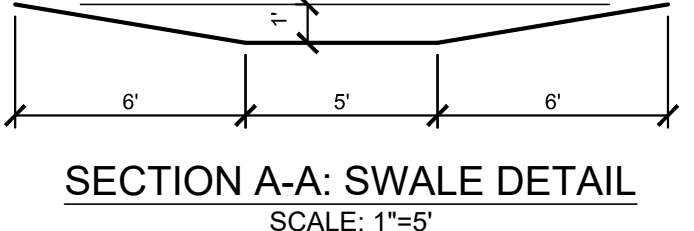
**SITE & PAVING PLAN**

REV: 01/03/24 MSD REVIEW 02/20/24 MSD REVIEW SHEET: C3

3512 Yaeger Crossing Court St. Louis, Missouri 63129 314-822-4800 sdr@sde-civil.com

STEVEN D. RUSH  
REGISTERED PROFESSIONAL ENGINEER  
NO. E-20332  
DATE: 02/29/24

Steven D. Rush  
Civil Engineer  
License No. E-20332



- LEGEND**
- 511.0 PROPOSED CONTOUR
  - 511.0 PROPOSED GROUND ELEVATION
  - TF TOP OF FOUNDATION
  - TW TOP OF WALL
  - BW BOTTOM OF WALL
  - EX EXISTING
  - FF FINISHED FLOOR
  - TW TOP OF WALL
  - BF BASEMENT FOUNDATION
  - TBR TO BE REMOVED
  - C.O. SANITARY CLEANOUT
  - DND DO NOT DISTURB
  - DS DOWNSPOUT
  - PROPOSED STORM INLET
  - PROPOSED STORM MANHOLE
  - PROPOSED SANITARY MANHOLE
  - PROPOSED FIRE HYDRANT
  - NEW CONCRETE
  - PROPOSED RETAINING WALL
  - WS PROPOSED 1" WATER SERVICE
  - ST PROPOSED STORM
  - S PROPOSED SANITARY
  - PL PROPERTY LINE
  - RW RIGHT-OF-WAY
  - U.P. USE IN PLACE
  - ATG ADJUST TO GRADE AS NECESSARY

**BACKWATER VALVE NOTE:**  
A BACKWATER VALVE SHALL BE REQUIRED ON ALL BUILDING LATERALS PER LOCAL PLUMBING CODE.

**SANITARY LATERALS NOTE:**  
LATERALS TO BE 6-INCH PVC AND CONSTRUCTED AT 2% MINIMUM SLOPE

**CAUTION!!!**  
CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EXCAVATION OPERATIONS TO AVOID AND PROTECT EXISTING UNDERGROUND UTILITIES.

The underground utilities shown herein have been plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.

**GRADING PLAN**  
SCALE: 1" = 30'

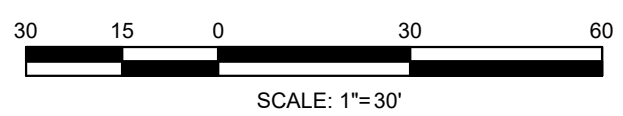
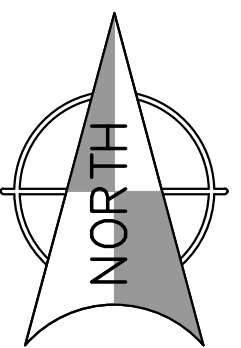


1-800-DIG-RITE

**ESTIMATED EARTHWORK \*:**

CUT: 1,500 CY  
FILL: 1,500 CY  
\* CONTRACTOR SHALL PROVIDE THEIR OWN EARTHWORK QUANTITIES. QUANTITIES ARE PROVIDED PER REQUEST OF ST. LOUIS COUNTY.

NOTE: SHOULD IT BE REQUIRED TO REMOVE EXTRANEOUS EARTHWORK AND SHOULD HAUL ROUTE INVOLVE ST. LOUIS COUNTY ROADWAYS, CONTRACTOR SHALL NOTIFY THE ST. LOUIS COUNTY DEPT. OF TRANSPORTATION AS REQUIRED.



NOTE: CONTRACTOR SHALL SHALE INLET STONE TO MATCH SIDEWALK TRANSVERSE AND SHALL INSURE SMOOTH WALKING SURFACE BETWEEN INLET AND SIDEWALK

NOTE: THIS PROJECT WILL UTILIZE THE EXISTING WATER LINES AND SEWER LINES IN SPEARS STREET AND RAYBURN AVENUE TO SERVICE LOTS IN MANORS AT LYNSTONE PARK

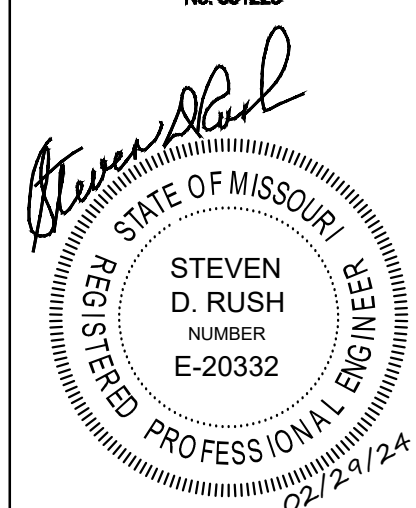
**UTILITY PLAN**  
SCALE: 1" = 30'

22MSD-00313

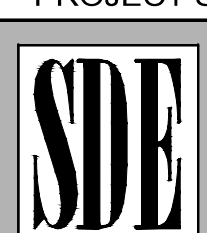
HT#8369

MSD BASE MAP NO. 25M

SITE DEVELOPMENT ENGINEERING, INC.  
CORPORATE CERTIFICATE OF AUTHORITY  
No. 02128



Date: Steven D. Rush  
Civil Engineer  
License No. E-20332



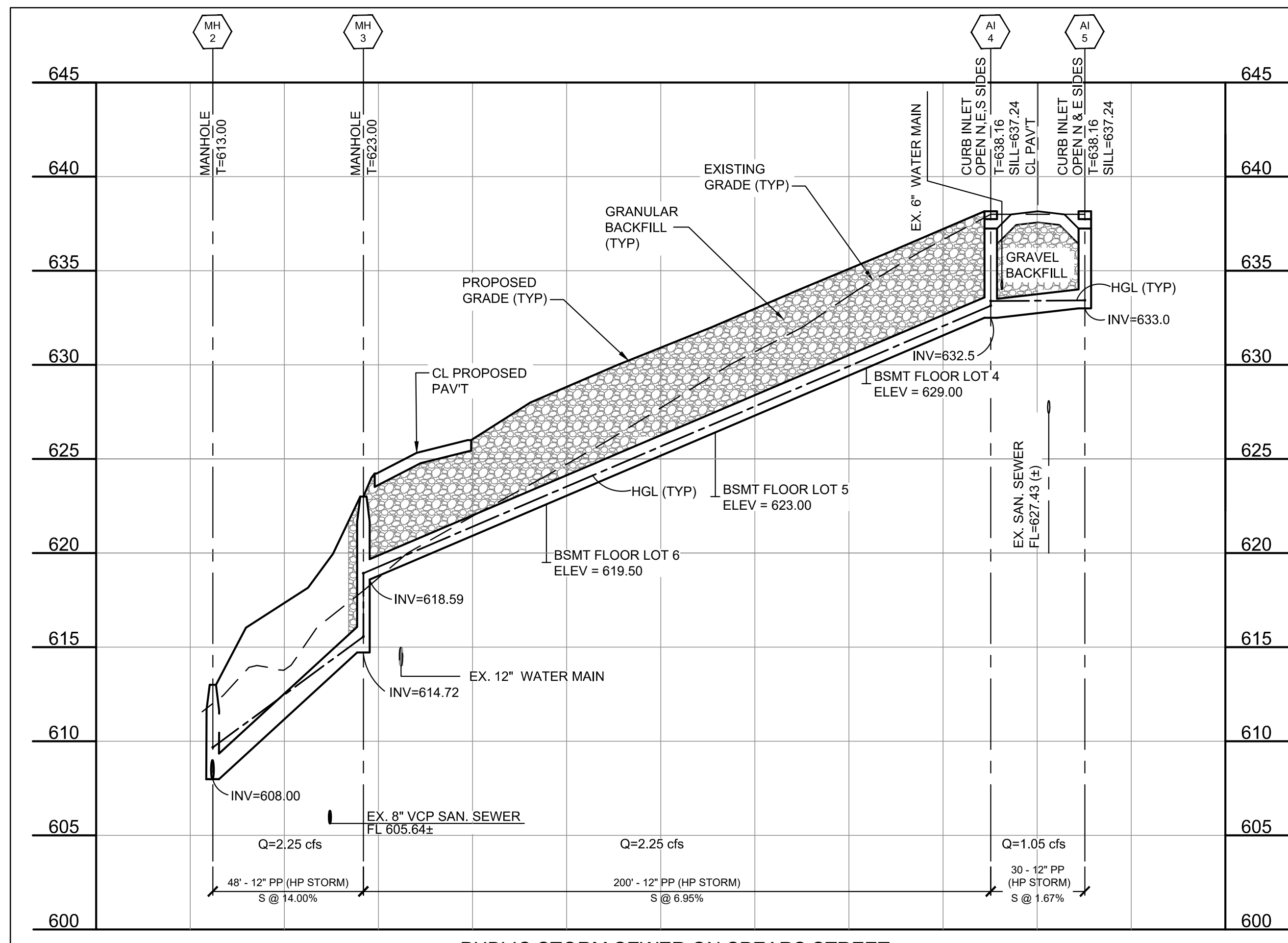
**SITE DEVELOPMENT ENGINEERING, INC.**  
PLANNING • CONSULTING • CIVIL ENGINEERING

**Manors at Lynstone Park**

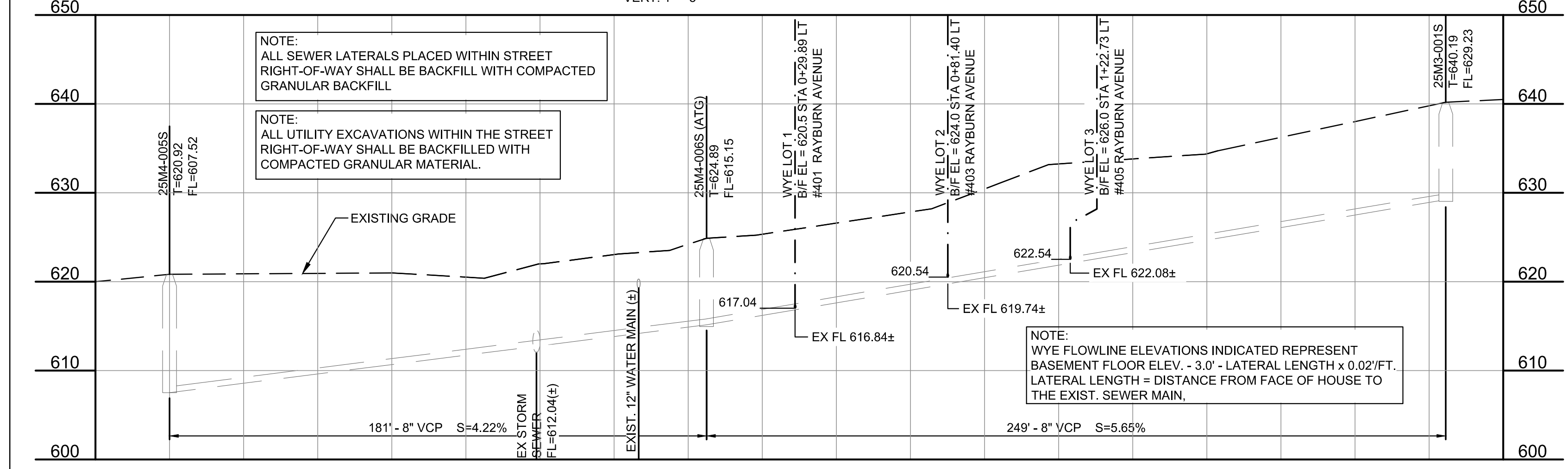
DATE: 10/10/23 JOB NO.: 222-205 DRAWN BY: DWD  
CHECKED BY: SDR SCALE: As Shown

**GRADING & UTILITY PLAN**

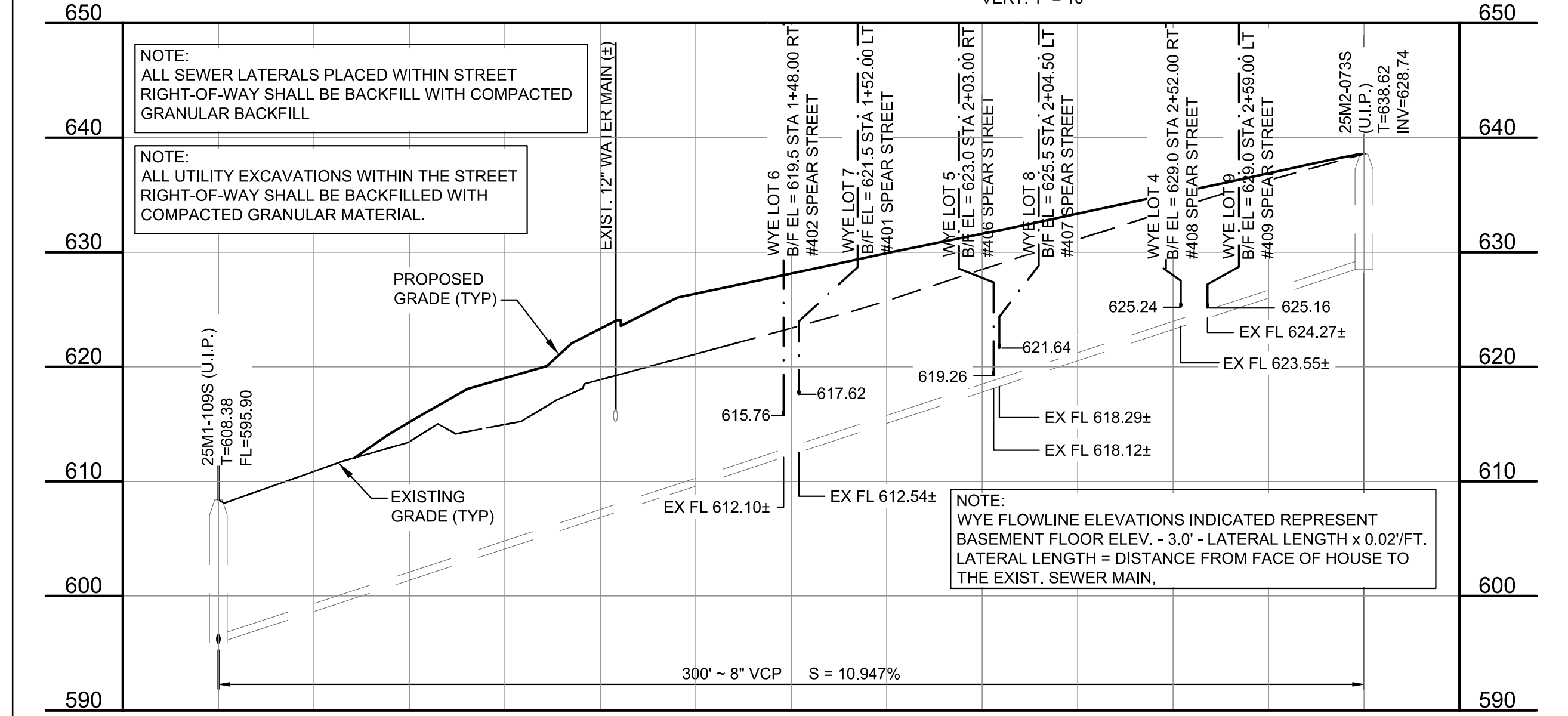
REV.: 01/03/24 MSD REVIEW 02/20/24 MSD REVIEW SHEET: C4



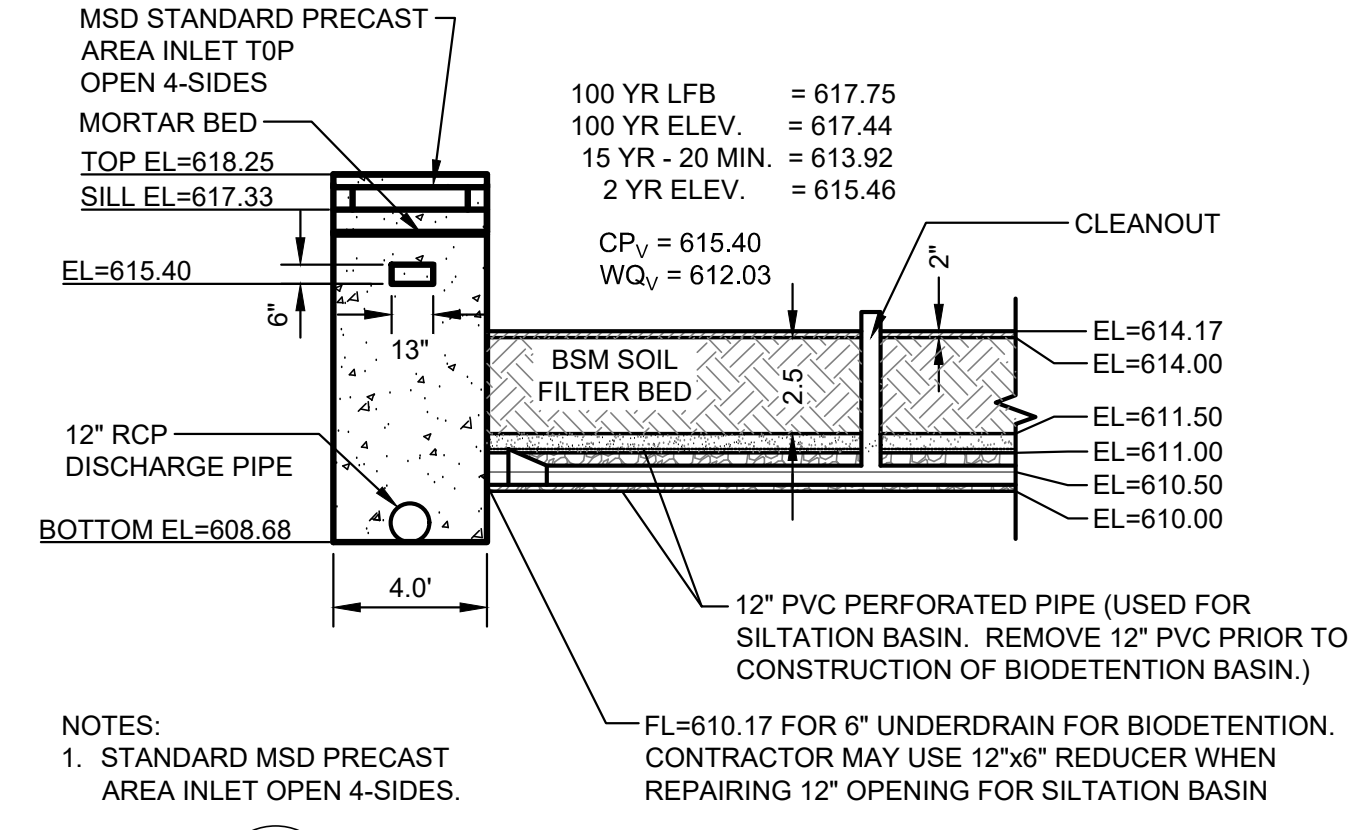
**PUBLIC STORM SEWER ON SPEARS STREET**  
SCALE: HORZ. 1" = 30'  
VERT. 1" = 5'



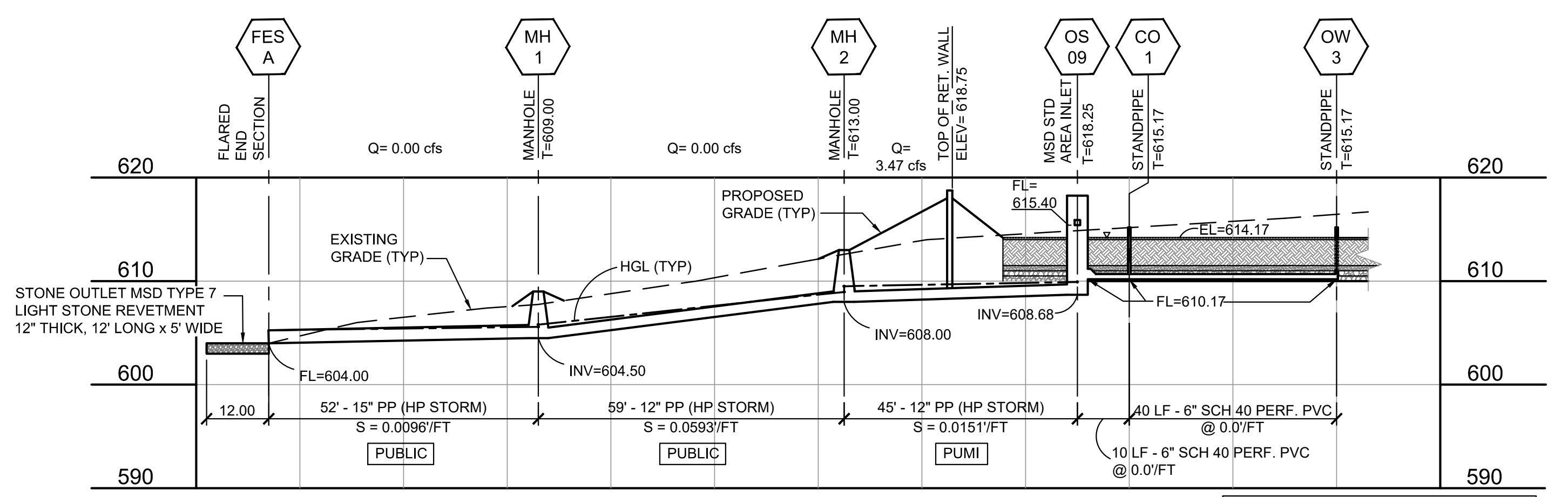
**EXISTING PUBLIC SANITARY SEWER ON RAYBURN AVENUE**  
SCALE: HORZ. 1" = 30'  
VERT. 1" = 10'



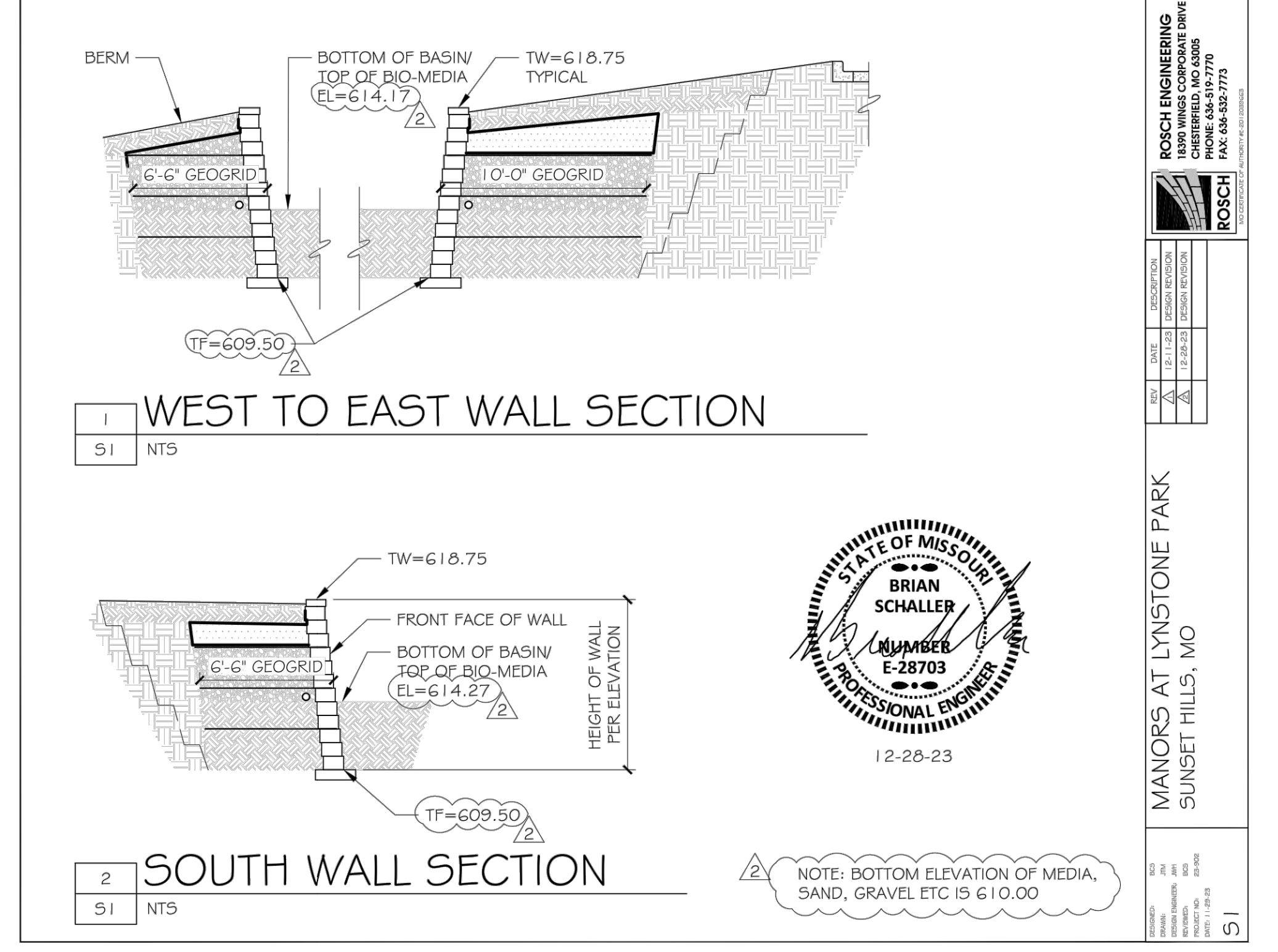
**EXISTING PUBLIC SANITARY SEWER ON SPEARS STREET**  
SCALE: HORZ. 1" = 30'  
VERT. 1" = 10'



**OS 9 OVERFLOW STRUCTURE**  
NTS

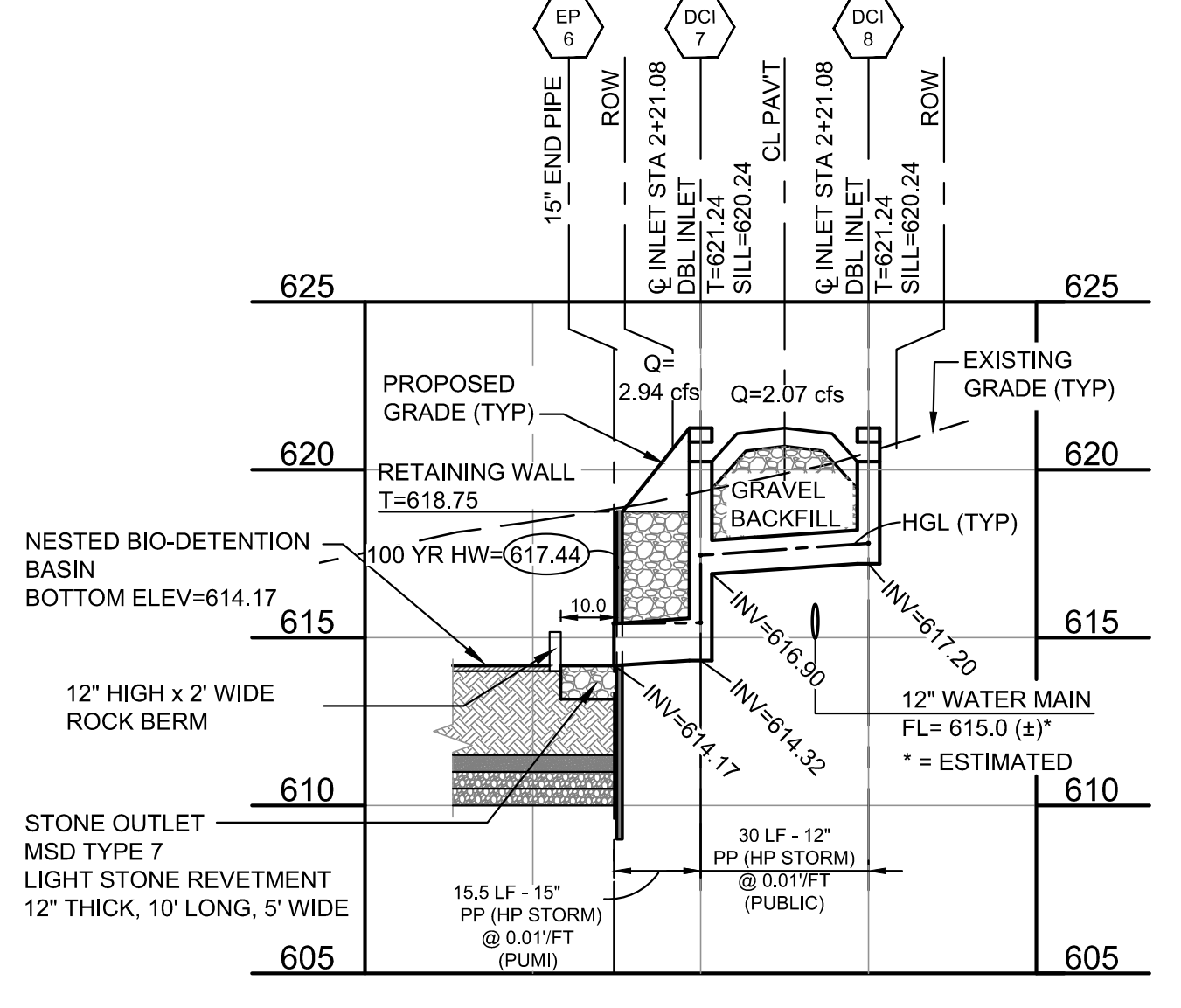


**BIO-DETENTION BASIN UNDERDRAIN AND OUTLET PROFILE**  
SCALE: HORZ. 1" = 20'  
VERT. 1" = 10'



**WEST TO EAST WALL SECTION**  
NTS

**SOUTH WALL SECTION**  
NTS



**PUBLIC STORM SEWER**  
SCALE: HORZ. 1" = 30'  
VERT. 1" = 5'

Line No.	Line ID	Intr Q (cfs)	Line Length (ft)	Flow Rate (cfs)	Line Size (in)	Line Slope (%)	Vel Ave (ft/s)	Invert Up (ft)	Invert Dn (ft)	Gnd/Rim Elev Up (ft)	Gnd/Rim Elev Dn (ft)	HGL Up (ft)	HGL Dn (ft)	n-value	Defl. Angle (Deg)	Capacity Full (cfs)	Energy Loss (ft)	Free Board (ft)
1	FES-A to MH-1	0.00	52.00	5.72	15	0.96	4.87	604.50	604.00	609.00	605.25	605.58	605.25	0.013	0.0	6.33	0.392	3.20
2	MH-1 to MH-2	0.00	59.00	5.72	12	5.93	7.36	608.00	604.50	613.00	609.00	608.95	605.80	0.013	30.0	8.67	1.420	3.50
3	MH-2 to MH-3	3.47	45.00	3.47	12	1.51	4.42	608.68	608.00	616.50	613.00	609.93	609.50	0.013	90.0	4.38	0.427	6.57
4	MH-3 to MH-4	0.00	48.00	2.25	12	14.00	3.57	614.72	608.00	623.00	613.00	615.36	609.68	0.013	25.0	13.32	0.274	4.07
5	MH-4 to AI-4	1.20	200.00	2.25	12	6.95	7.00	632.50	618.59	638.16	623.00	633.14	618.93	0.013	>25.0	9.39	7.538	4.77
6	AI-4 to AI-5	1.05	30.00	1.05	12	1.67	2.31	633.00	632.50	638.16	638.16	633.43	633.39	0.013	-90.0	4.60	0.097	4.73
7	EP-6 to DCI-7	0.87	15.00	2.94	12	1.00	3.74	614.32	614.17	620.24	615.32	616.59	616.49	0.013	0.0	3.56	0.102	2.79
8	DCI-7 to DCI-8	2.07	30.00	2.07	12	1.00	4.39	617.20	616.90	620.24	620.24	617.81	617.45	0.013	0.0	3.56	0.254	2.43

22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SDE** SITE DEVELOPMENT ENGINEERING, INC.  
PLANNING • CONSULTING • CIVIL ENGINEERING

**Manors at Lynstone Park**

DATE: 10/10/23 JOB NO.: 222-205 DRAWN BY: DWD  
CHECKED BY: SDR SCALE: As Shown

**PROFILE & DETAIL SHEET**

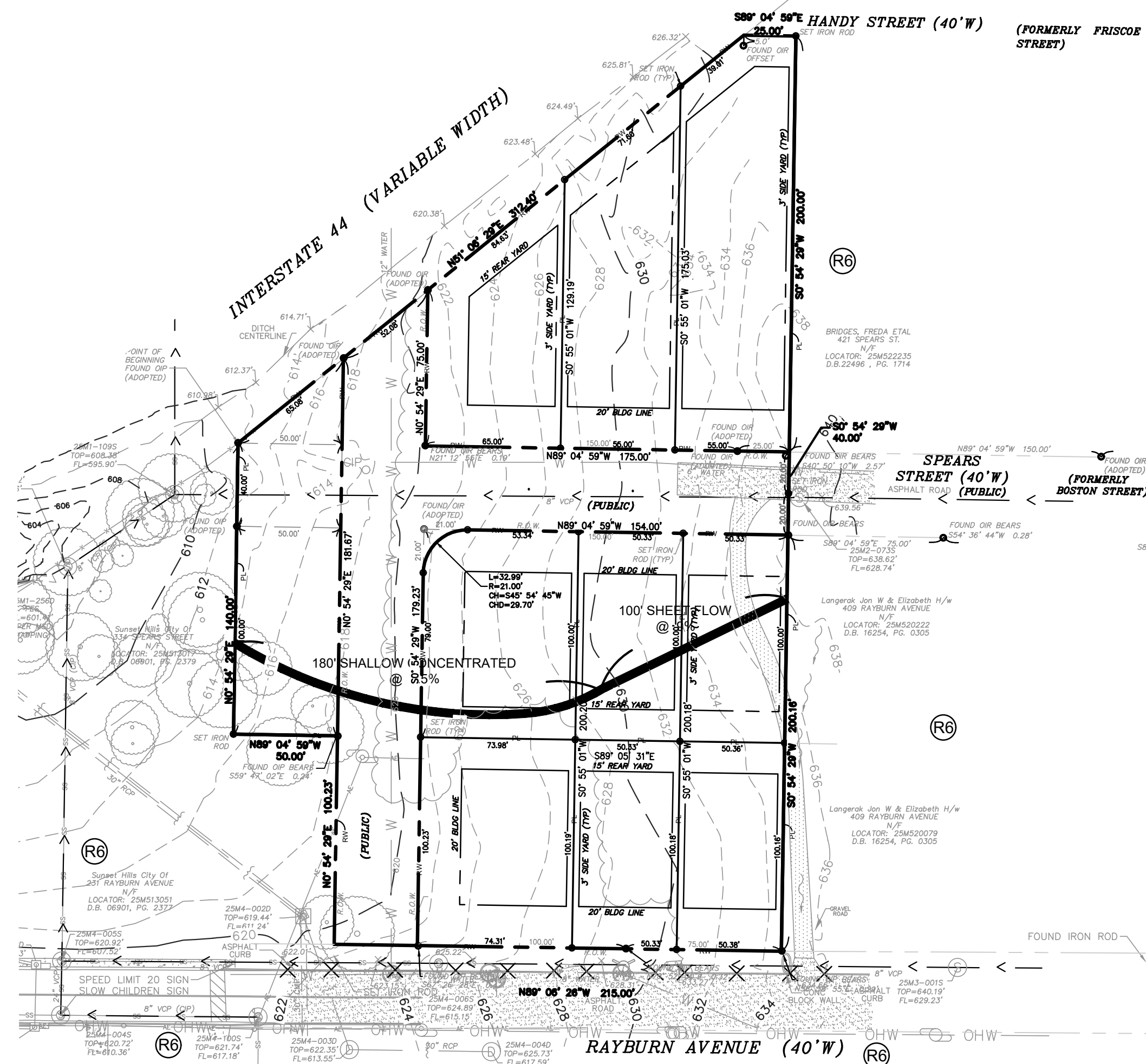
REV: 01/03/24 MSD REVIEW 02/20/24 MSD REVIEW 01/11/24 SLC SWPPP 02/01/24 Agency Review

SHEET: **C5**

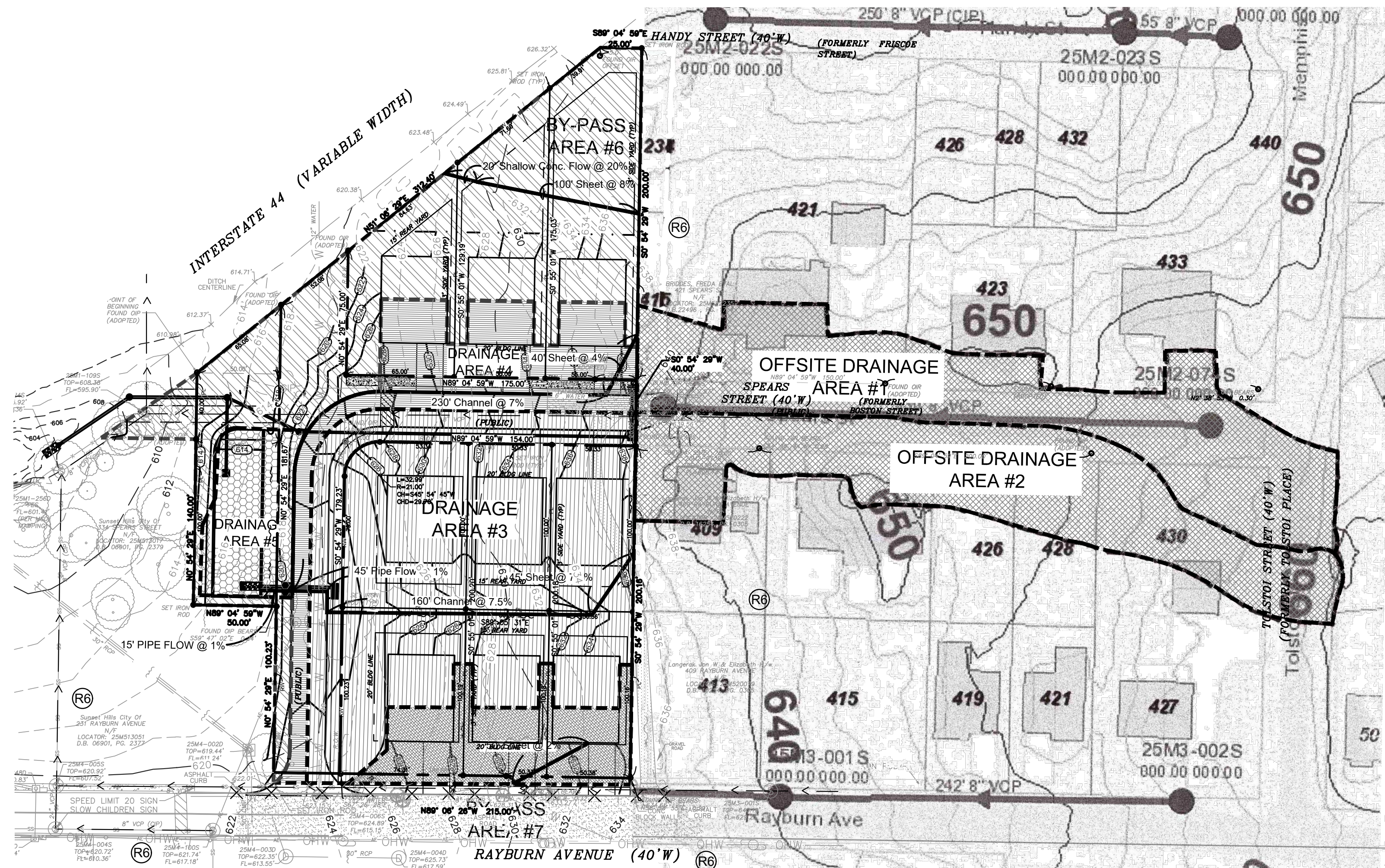
ROSCHE ENGINEERING  
MAX CONSTRUCTION  
CHERRYBLOSSOM DRIVE  
SUNSET HILLS, MO 64086  
TEL: 636-333-7770  
FAX: 636-333-7771

MANORS AT LYNSTONE PARK  
SUNSET HILLS, MO

STATE OF MISSOURI  
BRIAN SCHALLER  
NUMBER E-28703  
PROFESSIONAL ENGINEER  
12-28-23



EXISTING DRAINAGE PATTERN AREA MAP  
SCALE: 1" = 50'



PROPOSED DRAINAGE PATTERN MAP & FLOW PATHS  
SCALE: 1" = 50'

**Project Stormwater Differential**

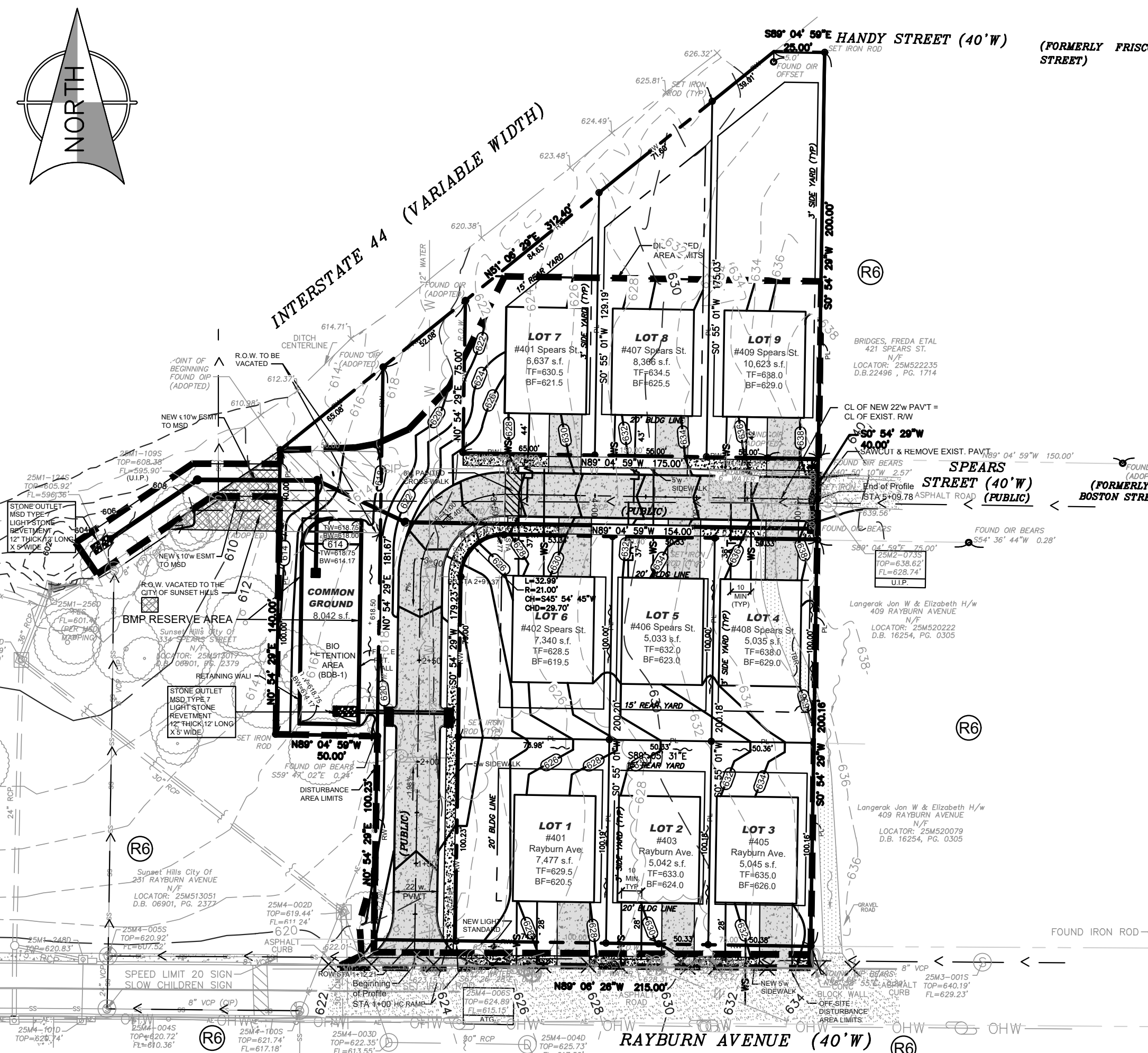
**Existing Conditions:** Area = 87,648 sf = 2.01 acres  
Existing Impervious area = 0.02 ac.  
Existing Pervious area = 1.99 acres

**Proposed Conditions:** Area = 87,648 sf = 2.01 acres  
Proposed Impervious area = 0.80 ac.  
Existing Pervious area = 1.21 acres

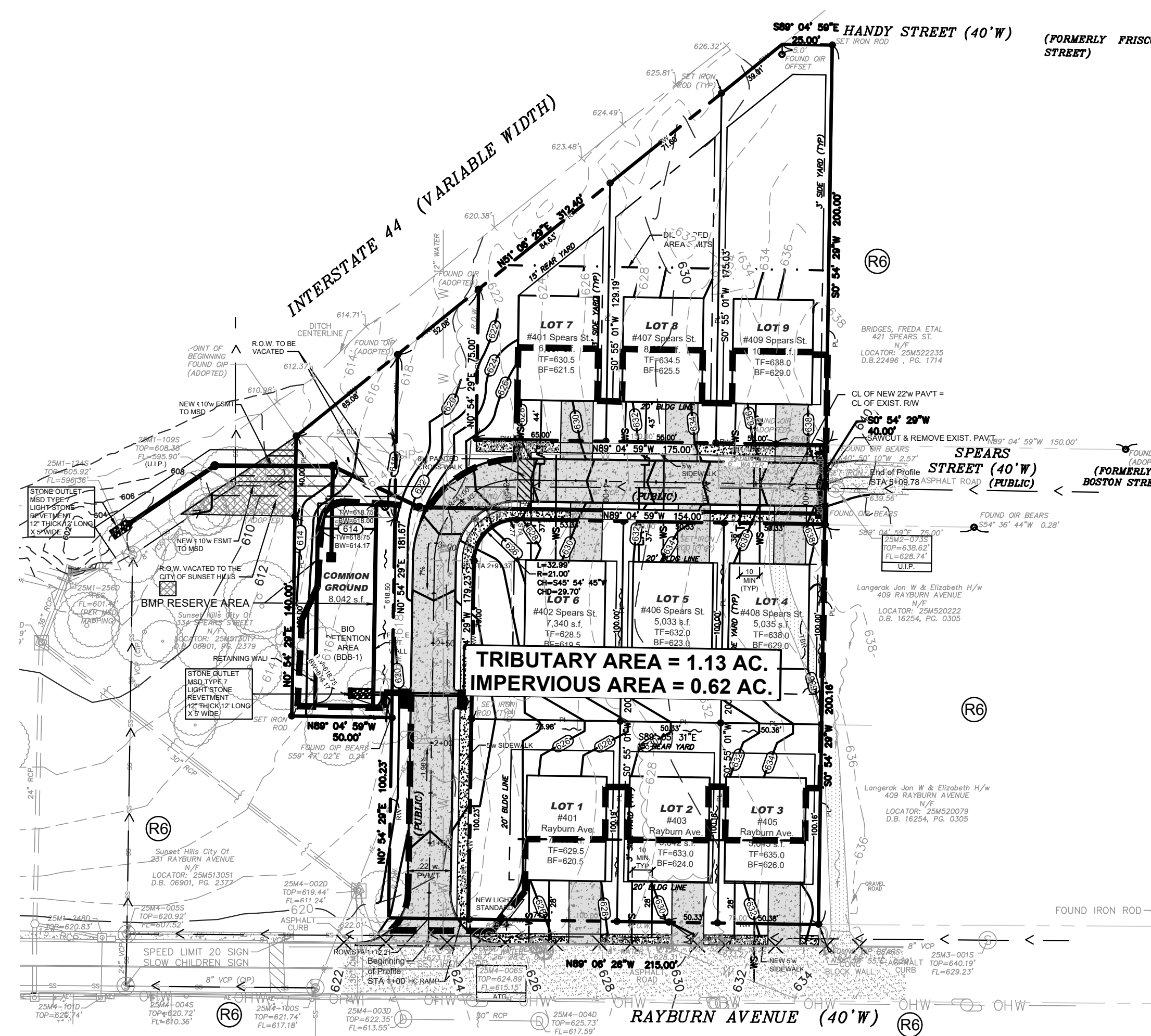
**Differential Runoff:** Area = 87,648 sf = 2.01 acres  
**Existing Runoff:**  
Impervious area = 0.02 ac. x 3.54 cfs/ac = 0.07 cfs  
Pervious area = 1.99 ac. x 1.70 cfs/ac = 3.38 cfs  
Total existing runoff = 3.45 cfs

**Proposed Runoff:**  
Impervious area = 0.80 ac. x 3.54 cfs/ac = 2.83 cfs  
Pervious area = 1.21 ac. x 1.70 cfs/ac = 2.06 cfs  
Total proposed runoff = 4.89 cfs

**Differential Runoff:** 4.89 cfs - 3.45 cfs = 1.44 cfs



DISTURBANCE AREA MAP  
SCALE: 1" = 50'



WATER QUALITY BMP DRAINAGE AREA MAP  
SCALE: 1" = 50'

**Drainage Areas with Runoff**

<b>Offsite Drainage Area #1</b> Pervious Area = 0.27 ac. x 1.70 cfs/ac = 0.46 cfs Impervious Area = 0.21 ac x 3.54 cfs/ac = 0.74 cfs 0.48 ac 1.20 cfs	<b>Drainage Area #5 (to nested bioretention basin)</b> Pervious Area = 0.07 ac. x 1.70 cfs/ac = 0.12 cfs Impervious Area = 0.00 ac x 3.54 cfs/ac = 0.00 cfs 0.07 ac 0.12 cfs
<b>Offsite Drainage Area #2</b> Pervious Area = 0.37 ac. x 1.70 cfs/ac = 0.63 cfs Impervious Area = 0.12 ac x 3.54 cfs/ac = 0.42 cfs 0.49 ac 1.05 cfs	<b>Drainage Area #6 (bypass)</b> Pervious Area = 0.64 ac. x 1.70 cfs/ac = 1.09 cfs Impervious Area = 0.07 ac x 3.54 cfs/ac = 0.25 cfs 0.71 ac 1.34 cfs
<b>Drainage Area #4 (to DCI-7)</b> Pervious Area = 0.05 ac. x 1.70 cfs/ac = 0.09 cfs Impervious Area = 0.22 ac x 3.54 cfs/ac = 0.78 cfs 0.27 ac 0.87 cfs	<b>Drainage Area #7 (bypass)</b> Pervious Area = 0.06 ac. x 1.70 cfs/ac = 0.10 cfs Impervious Area = 0.11 ac x 3.54 cfs/ac = 0.39 cfs 0.17 ac 0.49 cfs
<b>Drainage Area #3 (to DCI-8)</b> Pervious Area = 0.39 ac. x 1.70 cfs/ac = 0.65 cfs Impervious Area = 0.40 ac x 3.54 cfs/ac = 1.42 cfs 0.79 ac 2.07 cfs	

**NOTE : THIS PLAN IS FOR THE CALCULATION OF DRAINAGE AREAS ONLY, AND IS NOT TO BE USED AS A CONSTRUCTION PLAN!!!!**

22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SDE** SITE DEVELOPMENT ENGINEERING, INC.  
PLANNING • CONSULTING • CIVIL ENGINEERING

3512 Yaeger  
Crossing Court  
St. Louis, Missouri  
63129  
314-822-4800  
sdr@sde-civil.com

**Manors at Lynstone Park**

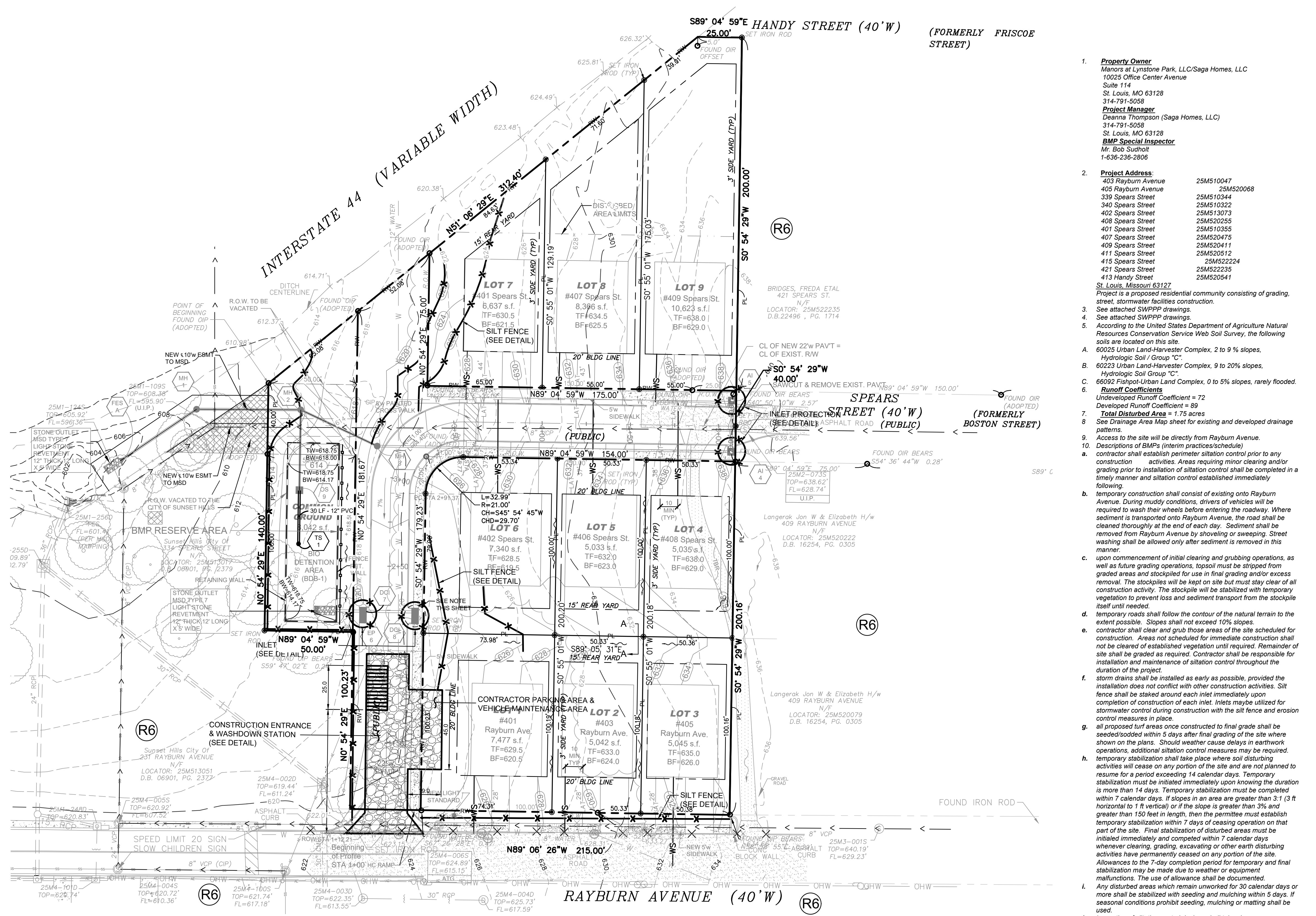
DATE: 10/10/23	JOB NO.: 222-205	DRAWN BY: DWD
CHECKED BY: SDR		SCALE: As Shown

**Drainage Area Maps**

REV.: 01/03/24 MSD REVIEW 02/29/24 MSD REVIEW  
01/03/24 MSD SUBMITTAL 01/11/24 SLC SWPPP 02/01/24 Agency Review

SHEET: **C6**





- Property Owner**  
Manors at Lynstone Park, LLC/Saga Homes, LLC  
10025 Office Center Avenue  
Suite 114  
St. Louis, MO 63128  
314-791-5058  
**Project Manager**  
Deanna Thompson (Saga Homes, LLC)  
314-791-5058  
St. Louis, MO 63128  
**BMP Special Inspector**  
Mr. Bob Sudhof  
1-636-236-2806
- Project Address:**  
403 Rayburn Avenue 25M510047  
405 Rayburn Avenue 25M510344  
339 Spears Street 25M510322  
402 Spears Street 25M513073  
408 Spears Street 25M520255  
401 Spears Street 25M510355  
407 Spears Street 25M520475  
409 Spears Street 25M520411  
411 Spears Street 25M520512  
415 Spears Street 25M522224  
421 Spears Street 25M522235  
413 Handy Street 25M520541  
St. Louis, Missouri 63127  
Project is a proposed residential community consisting of grading, street, stormwater facilities construction.
- See attached SWPPP drawings.
- According to the United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey, the following soils are located on this site:  
A. 60025 Urban Land-Harvester Complex, 2 to 9% slopes, Hydrologic Soil Group "C".  
B. 60223 Urban Land-Harvester Complex, 9 to 20% slopes, Hydrologic Soil Group "C".  
C. 66092 Fishpond-Urban Land Complex, 0 to 5% slopes, rarely flooded.
- Underdeveloped Runoff Coefficient = 72  
Developed Runoff Coefficient = 89  
**Total Disturbed Area = 1.75 acres**
- See Drainage Area Map sheet for existing and developed drainage patterns.
- Access to the site will be directly from Rayburn Avenue.
- Descriptions of BMPs (interim practices/schedule)  
a. contractor shall establish perimeter siltation control prior to any construction activities. Areas requiring minor clearing and/or grading prior to installation of siltation control shall be completed in a timely manner and siltation control established immediately following.  
b. temporary construction shall consist of existing onto Rayburn Avenue. During muddy conditions, drivers of vehicles will be required to wash their wheels before entering the roadway. Where sediment is transported onto Rayburn Avenue, the road shall be cleaned thoroughly at the end of each day. Sediment shall be removed from Rayburn Avenue by shoveling or sweeping. Street washing shall be allowed only after sediment is removed in this manner.  
c. upon commencement of initial clearing and grubbing operations, as well as future grading operations, topsoil must be stripped from graded areas and stockpiled for use in final grading and/or excess removal. The stockpiles will be kept on site but must stay clear of all construction activity. The stockpile will be stabilized with temporary vegetation to prevent loss and sediment transport from the stockpile itself until needed.  
d. temporary roads shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10% slopes.  
e. contractor shall clear and grub those areas of the site scheduled for construction. Areas not scheduled for immediate construction shall not be cleared of established vegetation until required. Remainder of site shall be graded as required. Contractor shall be responsible for installation and maintenance of siltation control throughout the duration of the project.  
f. all proposed turf areas once constructed to final grade shall be seeded/sodded within 5 days after final grading of the site where shown on the plans. Should weather cause delays in earthwork operations, additional siltation control measures may be required. temporary stabilization shall take place where soil disturbing activities will cease on any portion of the site and are not planned to resume for a period exceeding 14 calendar days. Temporary stabilization must be initiated immediately upon knowing the duration is more than 14 days. Temporary stabilization must be completed within 7 calendar days. If slopes in an area are greater than 3:1 (3 ft horizontal to 1 ft vertical) or if the slope is greater than 2% and greater than 150 feet in length, then the permittee must establish temporary stabilization within 7 days of ceasing operation on that part of the site. Final stabilization of disturbed areas must be initiated immediately and completed within 7 calendar days whenever clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Allowances to the 7-day completion period for temporary and final stabilization may be made due to weather or equipment malfunctions. The use of allowance shall be documented.  
g. Any disturbed areas which remain unworked for 30 calendar days or more shall be stabilized with seeding and mulching within 5 days. If seasonal conditions prohibit seeding, mulching or matting shall be used.  
h. Inspection of siltation control devices shall take place once every seven days and within 24 hours of any heavy rain event. Any siltation control in need of repair shall be repaired immediately, all grading operations are subject to the recommendations of the geotechnical engineering report if one has been prepared for this project.  
i. sedimentation controls shall only be removed after the site is completely stabilized, vegetation is well established and all pavement areas are installed.  
11. Description of BMPs to prevent potential pollutants (construction wastes, toxic or hazardous substances, petroleum products, pesticides, herbicides, site filler, sanitary wastes, etc.)  
a. solid non-hazardous construction wastes: dispose of in trash dumpsters or approved equivalent in a location approved by the owner. Potentially soluble or leachable solid waste shall be stored off the ground and in covered lead-proof containers. Solid waste shall be properly disposed of off-site on a regular basis.

- hazardous waste: hazardous waste shall be segregated from non-hazardous construction site debris. Liquid or semi-liquid hazardous waste shall be stored in appropriate containers (close drums or similar) and shall be kept under cover. Granular, soluble or leachable hazardous waste materials shall be stored off the ground and in covered lead-proof containers. The owner shall properly approve any hazardous waste storage area locations.
  - hazardous waste shall be properly disposed of off-site on a regular basis by a reputable, licensed hazardous waste hauler.
  - it is not the intent of this SWPPP to supersede or replace normal site assessment and attention to detail concerning hazardous materials. Significant spill and/or containment warrant an immediate response by trained professionals. Suspected job site containment should immediately be reported to regulatory authorities and protective measures taken.
  - fresh concrete waste and concrete equipment washdowns shall be contained and shall be stored away from drainage ditches, swales, and drainage structures. Where appropriate, containment berms shall be placed around waste storage areas.
  - on-site fueling facilities are required to adhere to all applicable federal and state regulations concerning storage and dispensers.
  - toilet facilities are available to serve the number of workers on-site.
  - A nested bioretention basin is being provided as a permanent BMP.
  - For location of off-street parking and washdown areas, see sheet SWPPP-1. No onsite relieving, asphalt plants or concrete plants or other similar temporary facilities are anticipated.
  - The site is anticipated to be a balanced site. Should additional soil need to be removed, the adjacent City of Sunset Hills' Lynstone Park could use the additional material. No travel on City streets would be anticipated.
  - See attached schedules see sheet SWPPP-1.
  - The major land disturbance permit holder shall provide a qualified professional (special inspector) to conduct regular inspections of land disturbance sites, including air erosion and sediment and other pollutant control measures, outfall, and off-site receiving water in accordance with the inspection schedule outlined in the approved SWPPP. The special inspector shall be selected from St. Louis County's approved list of special inspectors. Regular inspections must be conducted and reported at least once per week. In addition, special inspections may be required. Inspections are expected within 48 hours of rainfall event that causes storm water runoff on site and as related to other special land disturbance concerns. **NOTE: general contractor shall notify special inspector on the same day (during business hours) when stormwater runoff occurs on construction site. If stormwater occurs after business hours, the general contractor shall notify the special inspector on the next business day.**
- All reports shall be submitted on the forms prescribed by the County, or City of Sunset Hills as applies. All inspections shall be documented in written form on the forms prescribed by the County, or City of Sunset Hills as applies. All reports shall be submitted to the Department(s) of Public Works or City of Sunset Hills at the time interval specified in permit. Permit-holder inspection reports must include the following minimum information:
- Inspector's name and signature
  - Date of inspection
  - Observations relative to the effectiveness of the BMPs.
  - Actions taken or necessary to correct deficiencies.
  - A listing of areas where land disturbance operations have permanently or temporarily stopped.
- The permit holder shall notify the site contractor(s) responsible for any deficiencies identified so that deficiencies can be corrected within seven calendar days of the weekly inspection report. If weather conditions make it impossible to correct the problem within seven calendar days, a detailed report of the problem (including pictures) shall be filed with the regular inspection reports. The purpose of the special inspector is to ensure proper installation, operation and maintenance of BMPs and to determine the overall effectiveness of the SWPPP as well as the need for additional control measure to the County. The major land disturbance (MLD) permit and their special inspector shall also be responsible to:
- notify the site contractor(s) responsible for any deficiencies identified so that deficiencies can be corrected within seven calendar days of the weekly inspection report. Such weekly inspection reports shall identify deficiencies as well as progress in correcting deficiencies.
  - notify the site contractors and other entities (including utility crews, county employees, or their agents) that will perform work at the site, of the existence of the SWPPP and what actions or precautions shall be taken while on site to minimize the potential for erosion and the potential for damaging any BMPs.
  - determine the need for and establish training program to ensure that all site workers have been trained, at a minimum, in erosion control, material handling and storage, and housekeeping.
  - provide copies of the SWPPP to all parties who are responsible for installation, operation or maintenance of any BMPs.
  - maintain a current copy of the SWPPP and permit inspection card on the site at all times and made available upon request. I conditions are not favorable to maintain a current copy of the SWPPP on site, install a sign at the entrance to the site, plainly visible to the traveling public, listing information pertinent to the SWPPP's location and the 24 hour a day / 7 days a week phone number of the person in charge of the SWPPP.
  - to obtain inspections, a permit holder shall notify the department(s) of Public Works or Sunset Hills at least two working days before the following:
    - start of construction, b) installation of sediment and erosion control measures, c) completion of site clearing, d) completion of rough grading, e) completion of final grading, f) close of the construction season, g) completion of landscaping.
- See sheet SWPPP-1 for seeding mixtures and rates and specifications for sod or seeding practices. It is anticipated all yards and most of the common ground will be sodded.
- For maintenance of control facilities, see above item 16.
  - Planned response to loss of contained sediment:
    - BMPs shall be repaired and/or replaced immediately, as required, to stabilize and contain sediment runoff. Holder shall be required to provide documentation of the BMP failure. Permit holder shall be required to provide documentation of the BMP measures installed and scheduled maintenance and repairs. Documentation of actions and mandatory reporting are required to be provided to St. Louis County Department of Public Works or City of Sunset Hills.
    - contractor is responsible for installing additional BMP measures beyond those shown if conditions dictate or current measure is insufficient.
  - For schedules and procedures for routine inspections, see above item 16.
  - A nested bioretention basin is being employed during development of the site to control pollutants after site is completed.
  - Non-stormwater discharges:
    - Non-stormwater discharges include construction wash down areas and concrete washout areas. Contractor shall use every effort to minimize upstream runoff from entering these areas. Temporary berms shall be used to assist in containing runoff.
    - List of EPA allowable non-storm water discharges (Jan 2011). The following non-storm water discharges are authorized by the EPA provided it has been determined that the permittee that they are not significant contributors of pollutants to the municipal separate storm sewer system (MS4). Implementation of pollution prevention measures for non-storm water discharges is required for significant contributors.
  - water line flushing k. water form crawl space pumps
  - landscaping irrigation l. footing drains
  - diverted stream flows m. lawn watering
  - rising ground waters n. individual resident car washing
  - uncontaminated ground water o. flow from riparian habitats
  - infiltration (as defined at 40 CFR 35.2005(20)) and wetlands p. dechlorinated swimming pool ground water
  - discharge from potable water sources discharge, u. foundation drains q. street wash water
  - air conditioning condensation r. residential building wash water
  - irrigation water, springs (without detergents)
  - Anticipated dewatering methods (subject to contractor's means and methods)
    - contractor to use care when pumping water from construction excavations and attention shall be paid to the final destination of this water. Sediment contained in the water must first be removed. Once it is pumped out of the excavation, this water must then be prevented from eroding soil.
    - an oil/water separator or other suitable filtration method will be required prior to the discharge if the collected water has been contaminated with petroleum products, oil or grease. A licensed transporter will be required to both contain and to transport the collected water away from the construction site if it has been contaminated by hazardous or toxic chemicals. In the case of contaminated water being trucked from the construction site, the requirements of federal, state and local agencies must be adhered to.
  - The dewatering methods of excavated areas anticipated to be used to remove water from the construction site: bucket connected to specific pieces of construction equipment to mechanically scoop the water from the excavations.

**LEGEND**

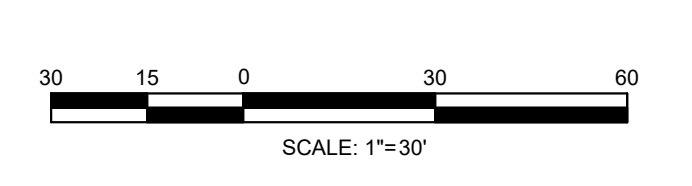
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED GROUND ELEVATION
- TF TOP OF FOUNDATION
- TW TOP OF WALL
- BW BOTTOM OF WALL
- EX EXISTING
- FF FINISHED FLOOR
- TW TOP OF WALL
- BF BASEMENT FOUNDATION
- TBR TO BE REMOVED
- C.O. SANITARY CLEANOUT
- DND DO NOT DISTURB
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- NEW CONCRETE
- PROPOSED RETAINING WALL
- PROPOSED WATER
- PROPOSED STORM
- PROPOSED SANITARY
- PROPERTY LINE
- RIGHT-OF-WAY

**Table of BMP Quantities**

BMP Description	Temporary	Permanent	Quantity
Construction Entrance	X		1 ea.
Wash Down Station	X		1 ea.
Inlet Protection	X		4 ea.
Siltation Basin	X		1 ea.
Silt Fence	X		790 l.f.
Sod (BMP Reserve Area)	X	X	250 s.f.

**ESTIMATED CONSTRUCTION SCHEDULE**

Silt Fence: 3 days  
 Rough grading/bioretention basin: 10 days  
 Site Utilities: 30 days  
 Backfill/finish grading: 5 days  
 Street sub base: 5 days  
 Street paving: 21 days  
 Backfill street: 7 days  
 Inspections: 3 days  
 Estimated Start Date: May 1, 2024



**NOTE:**

- THERE ARE NO KNOWN SINKHOLES ON THIS SITE.
- THERE ARE NO EXISTING OR PROPOSED BATTLE PLANTS ON SITE.
- LOCATE STATE AND COUNTY LAND DISTURBANCE PERMITS, BMP INSPECTION REPORTS, ETC. WITH THE SWPPP.

22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SITE DEVELOPMENT ENGINEERING, INC.**  
 PLANNING • CONSULTING • CIVIL ENGINEERING

3512 Yaeger  
 Crossing Court  
 St. Louis, Missouri  
 63129  
 314-822-4800  
 sdr@sde-civil.com

**Manors at Lynstone Park**

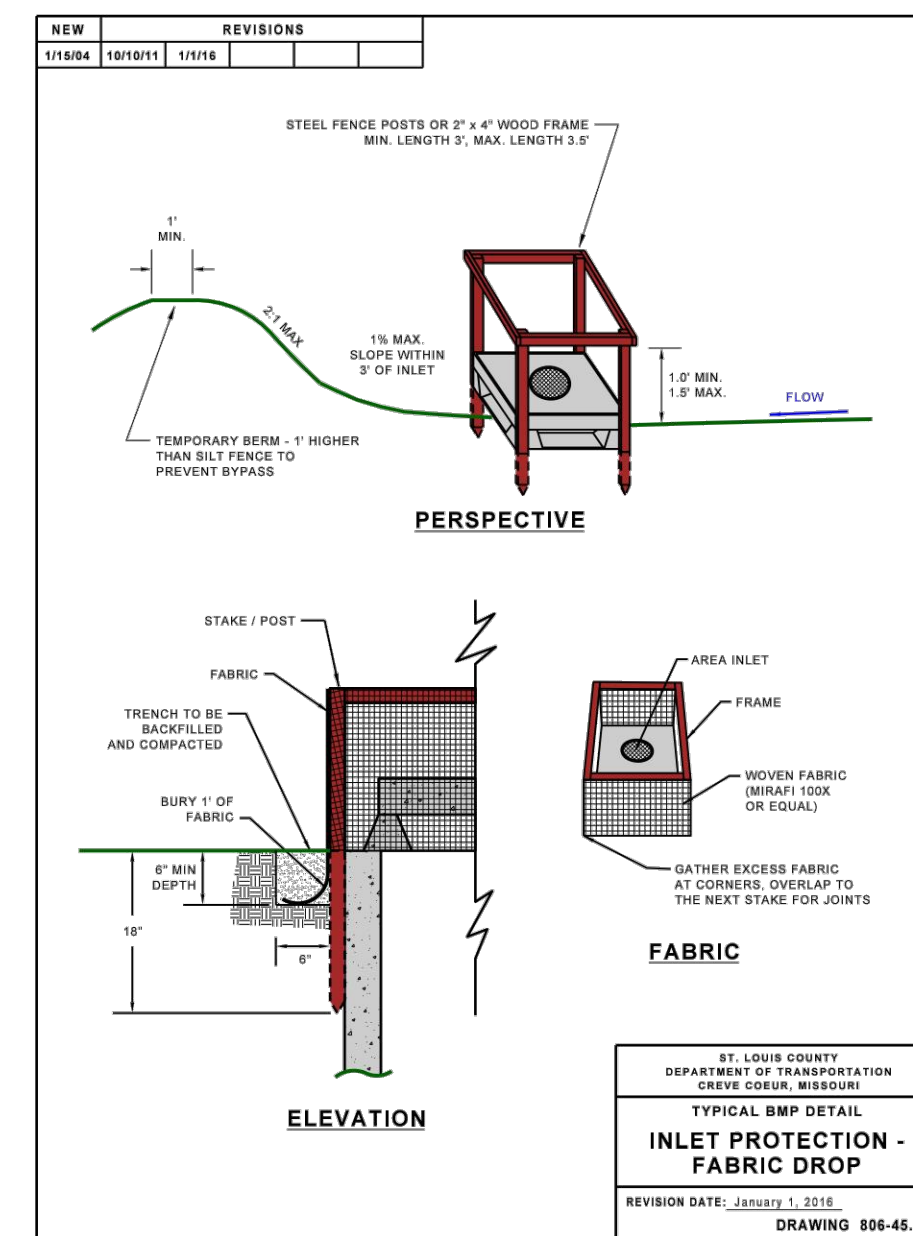
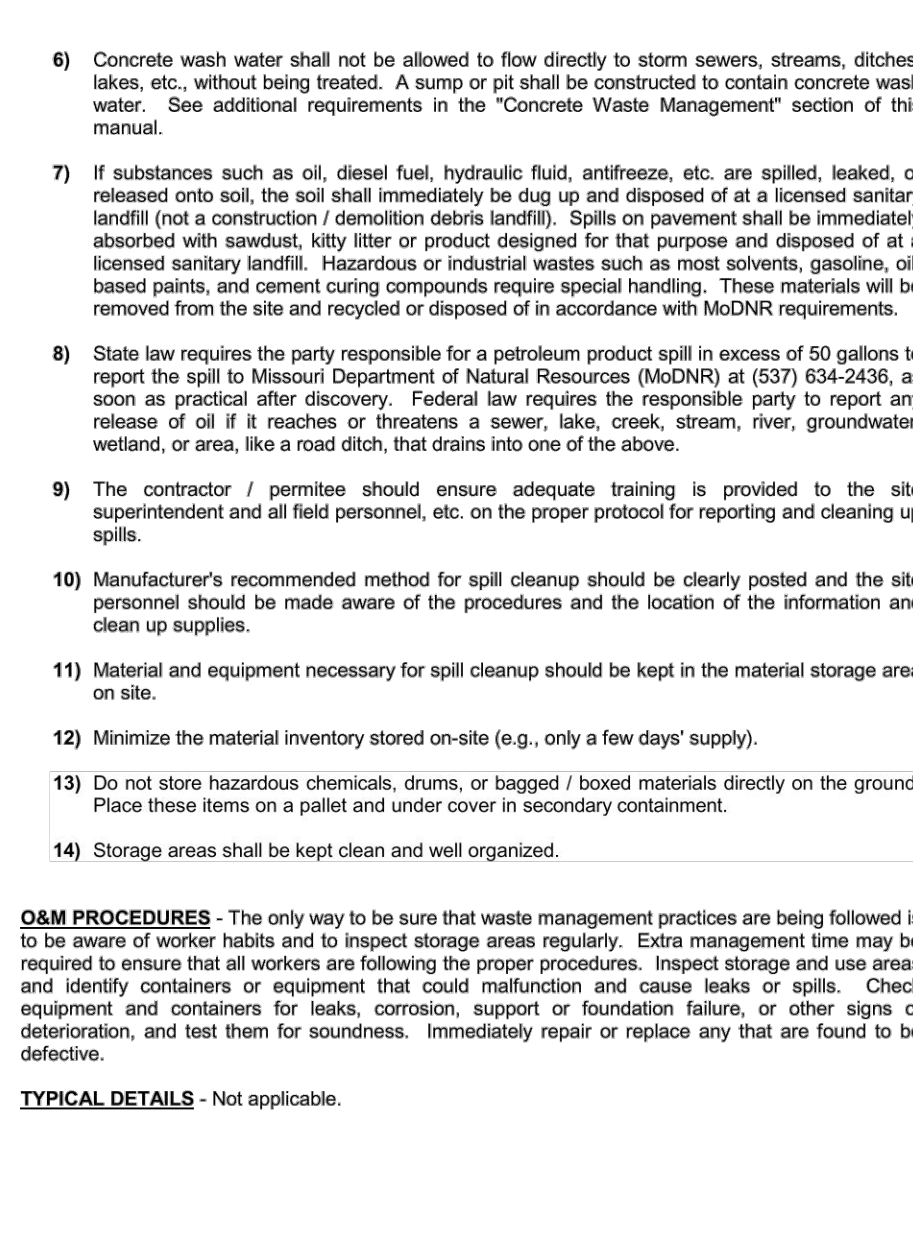
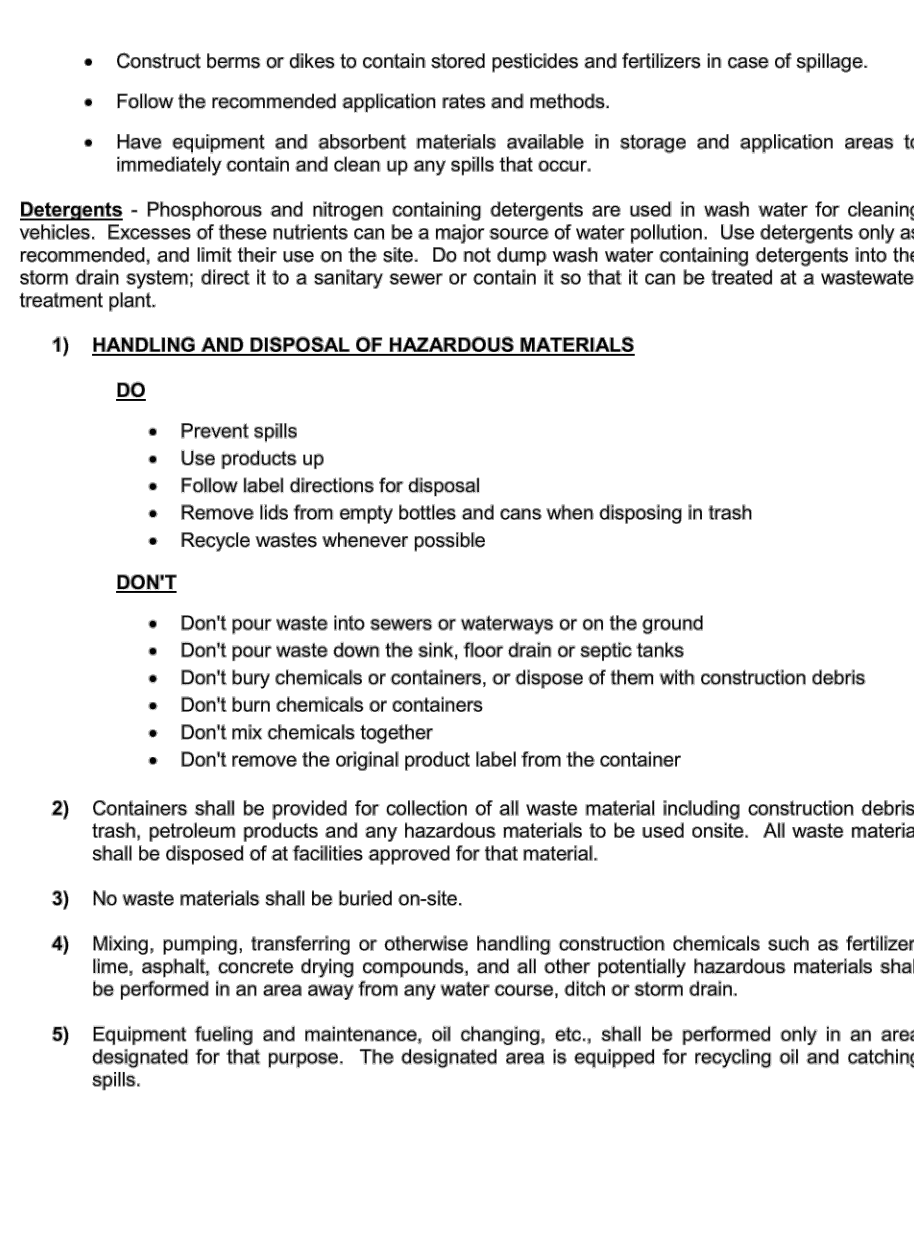
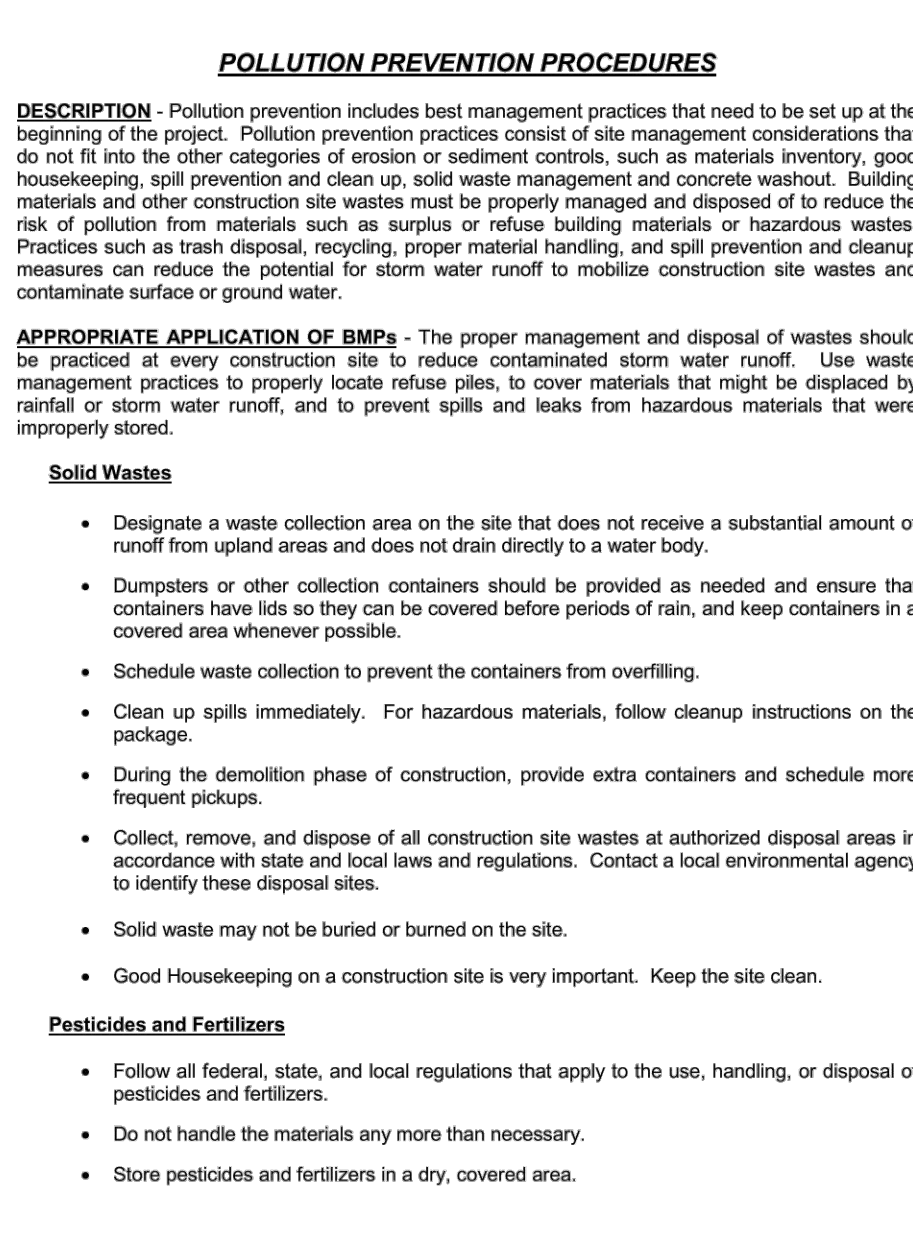
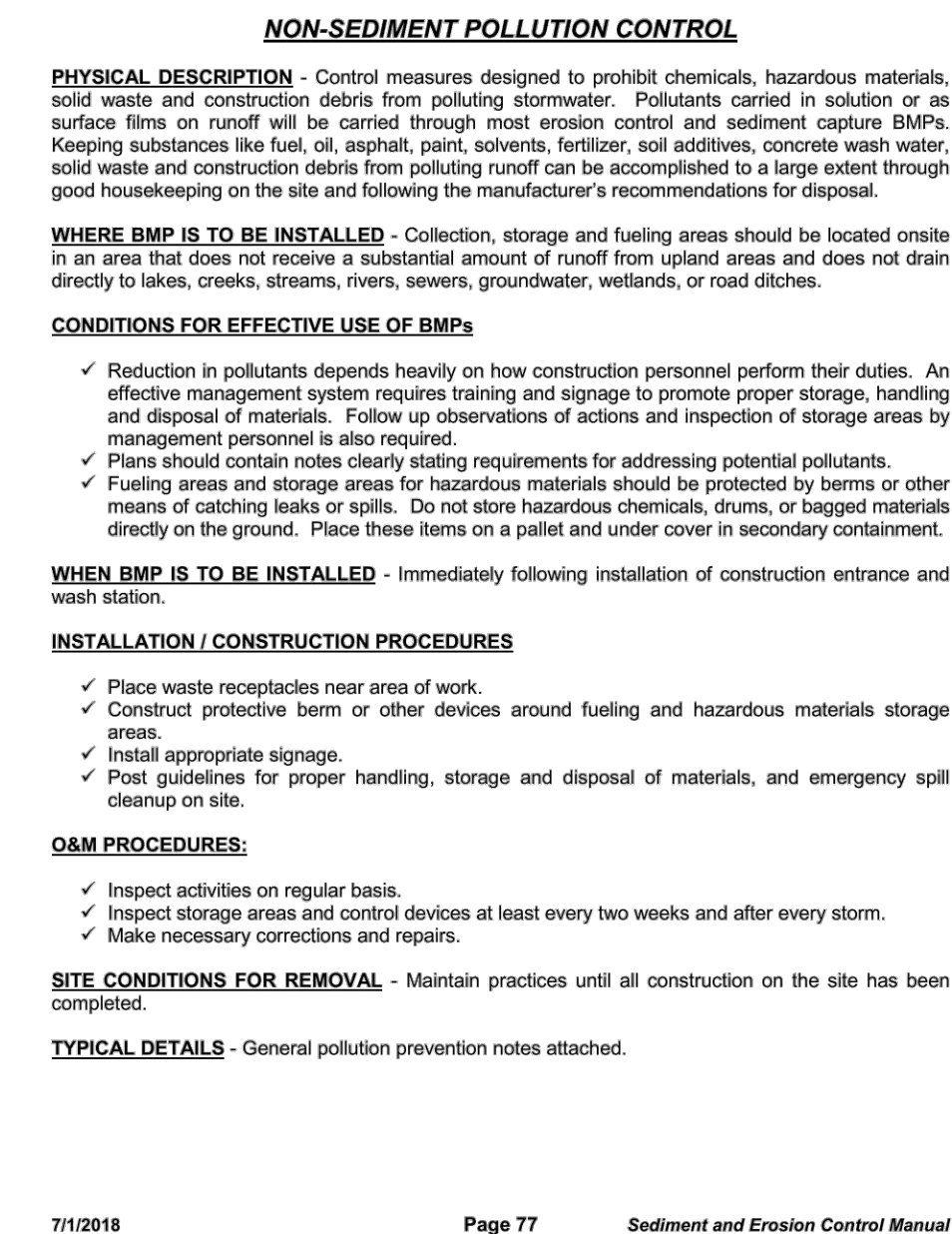
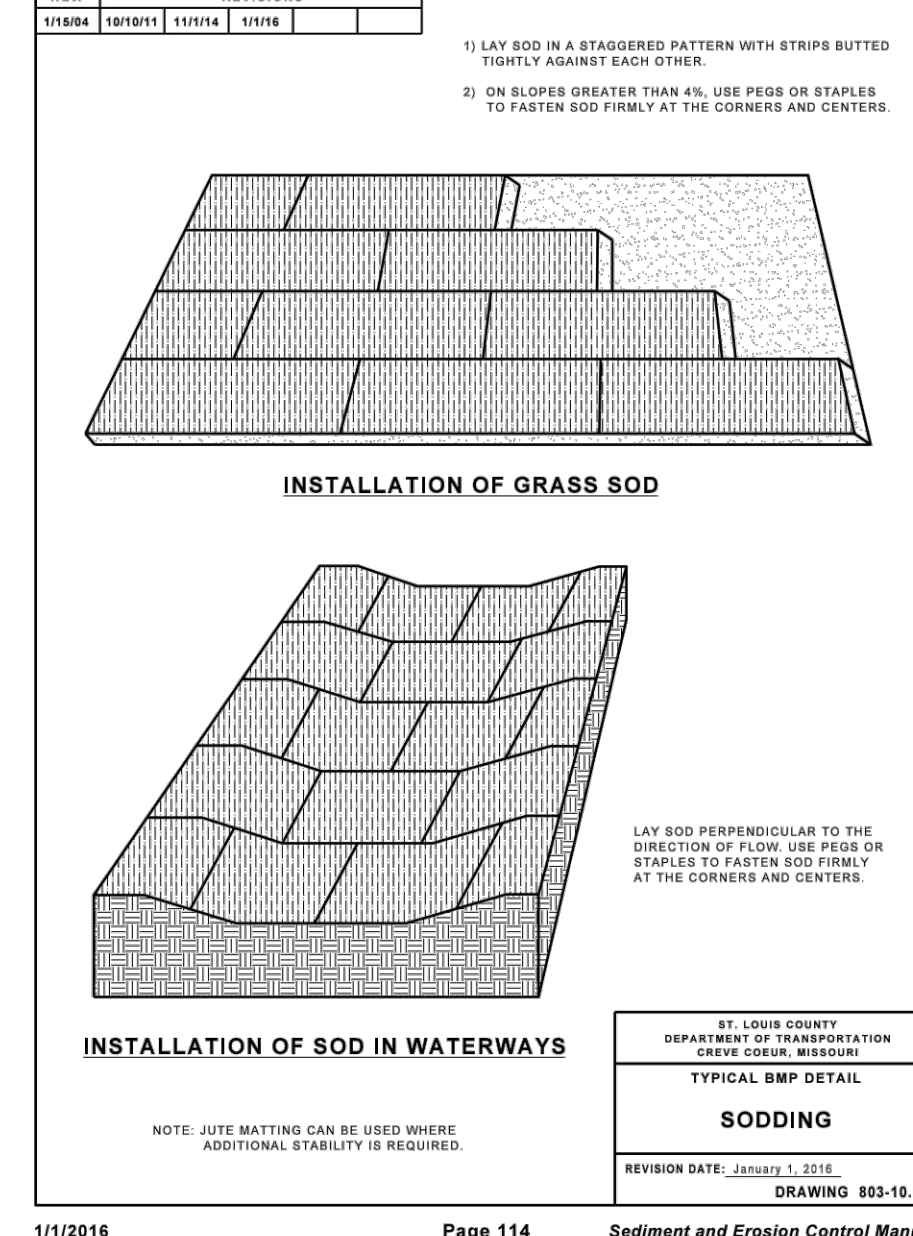
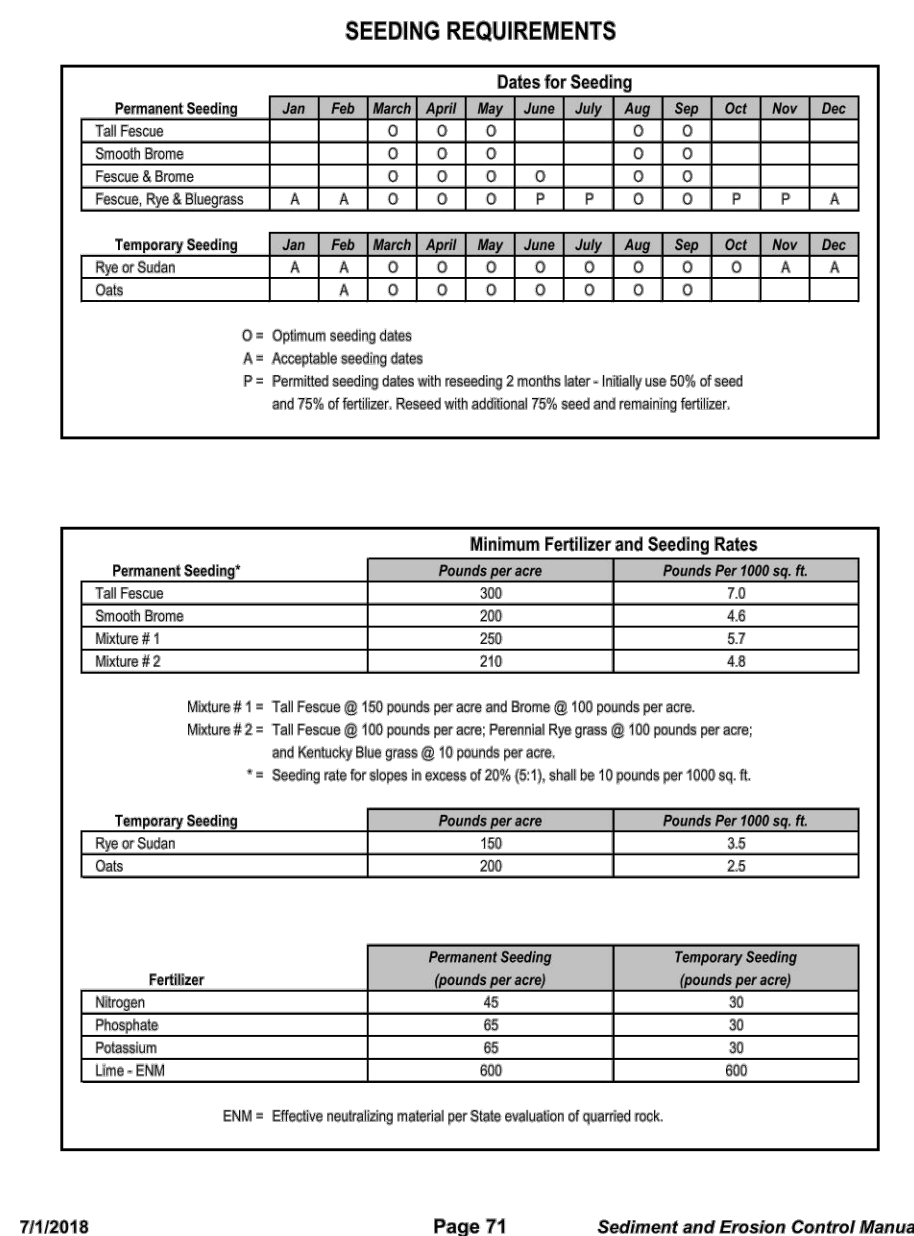
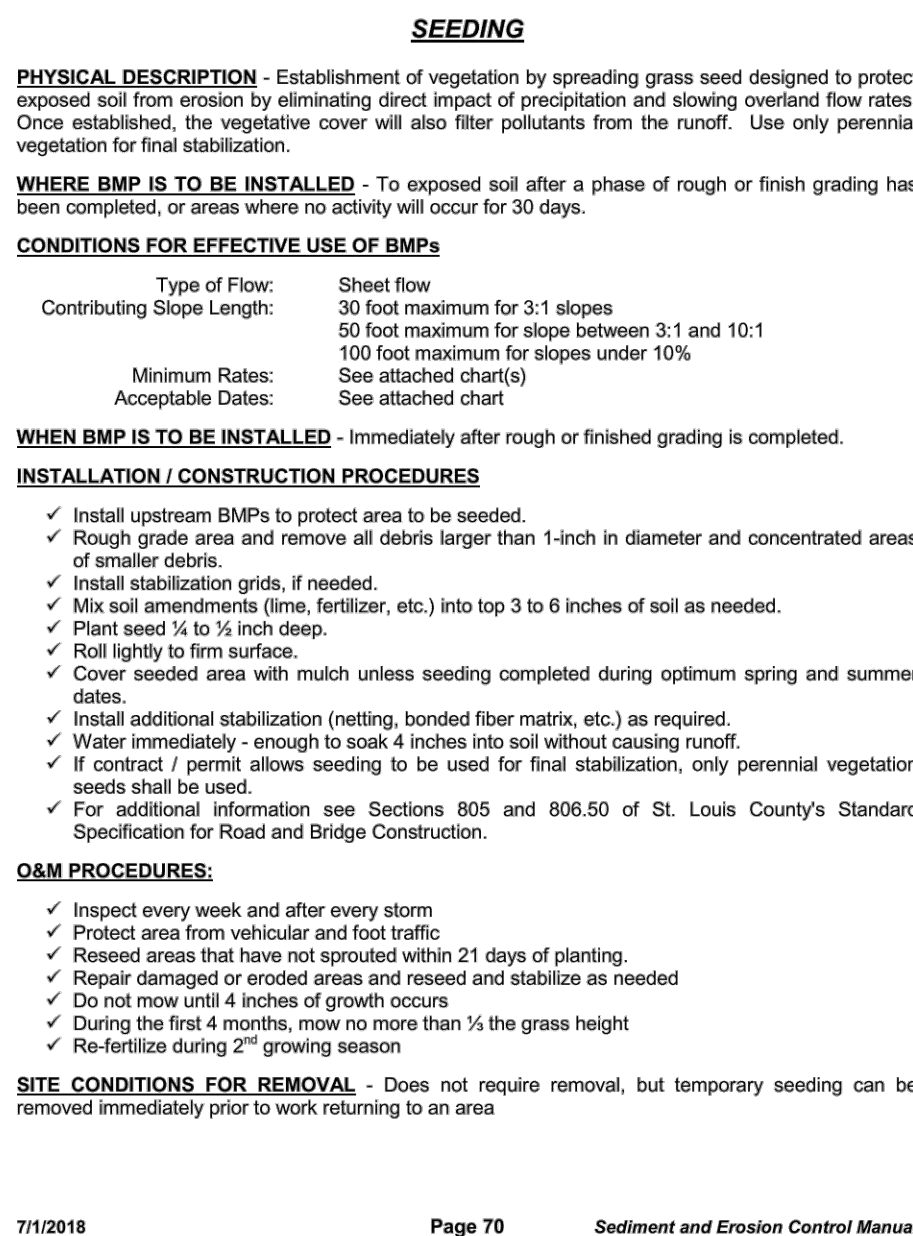
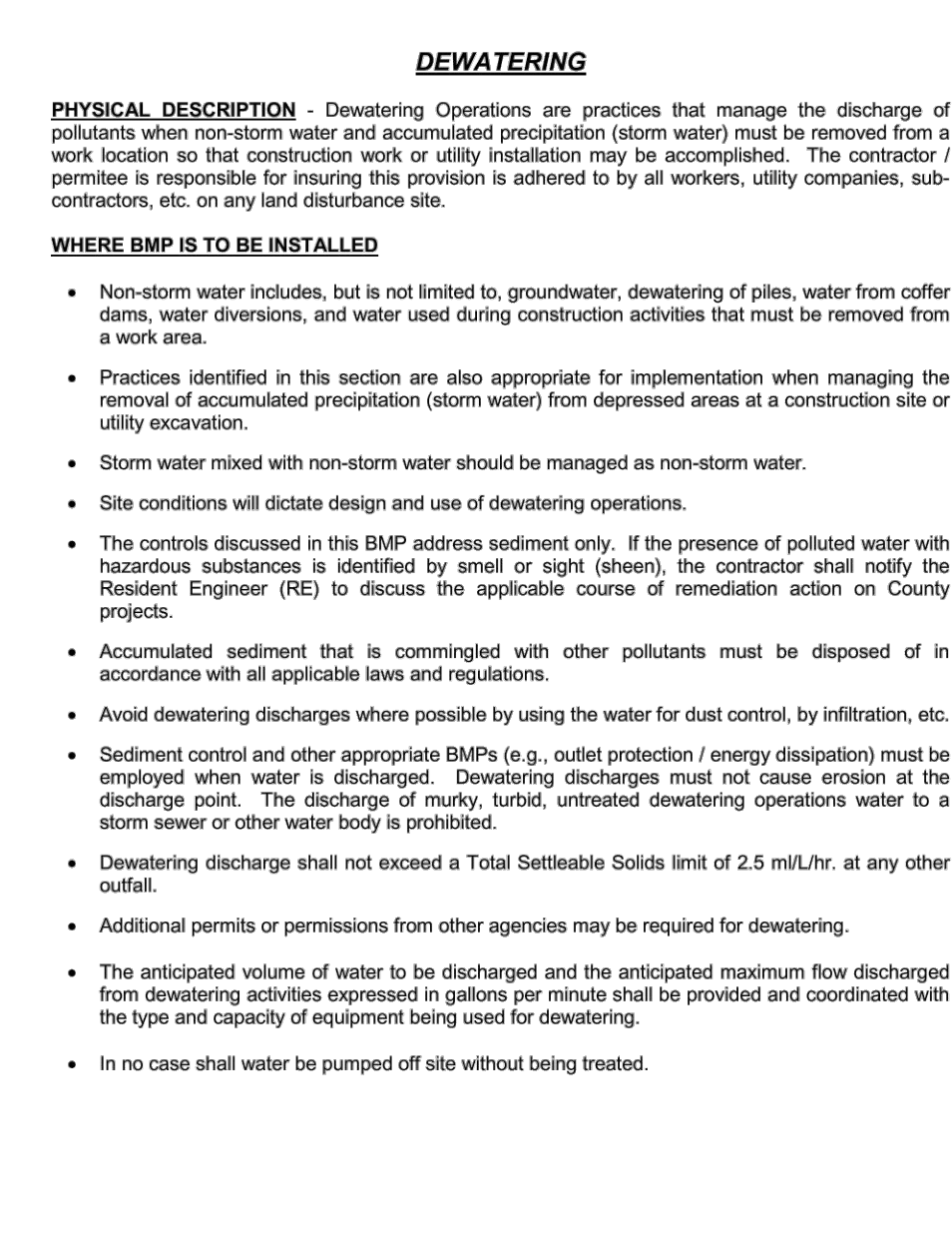
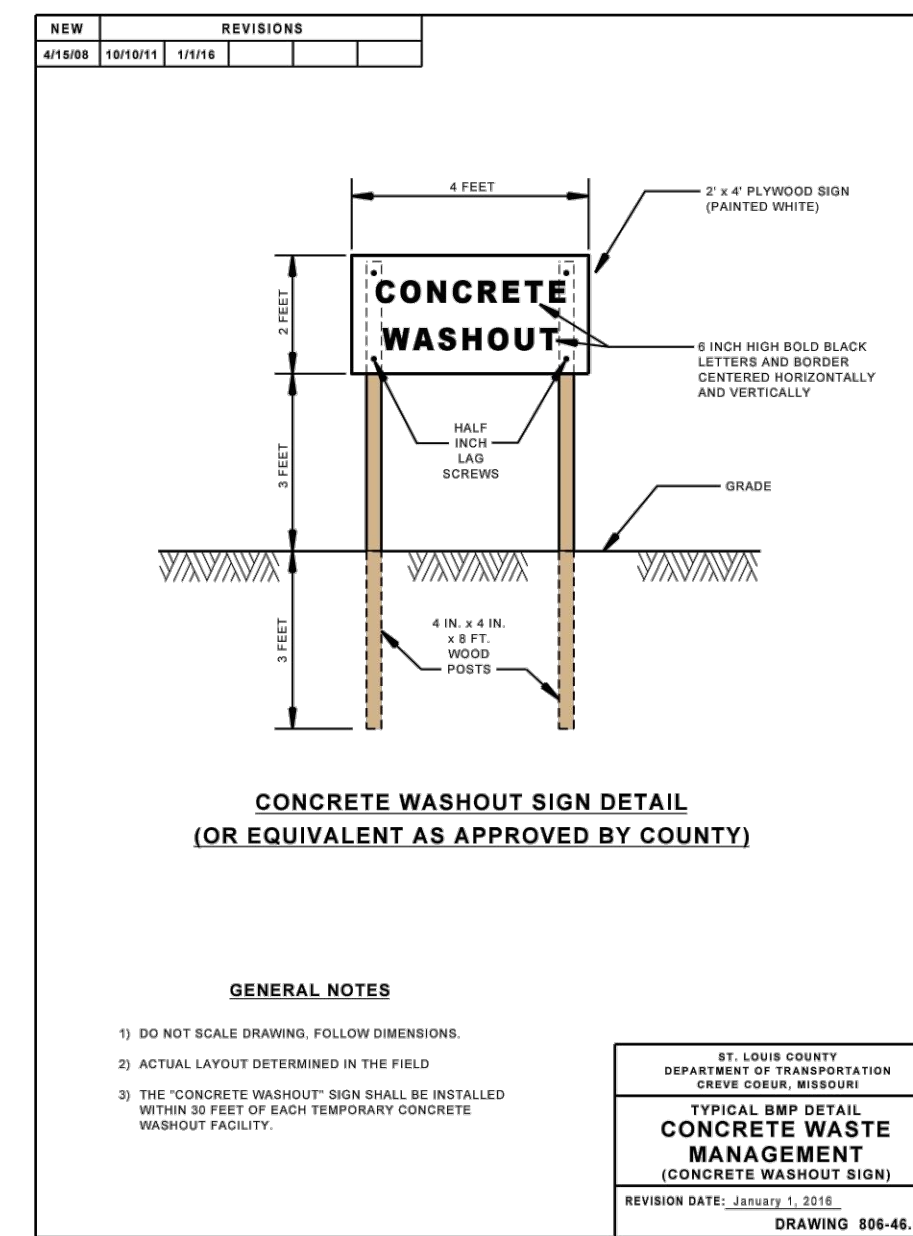
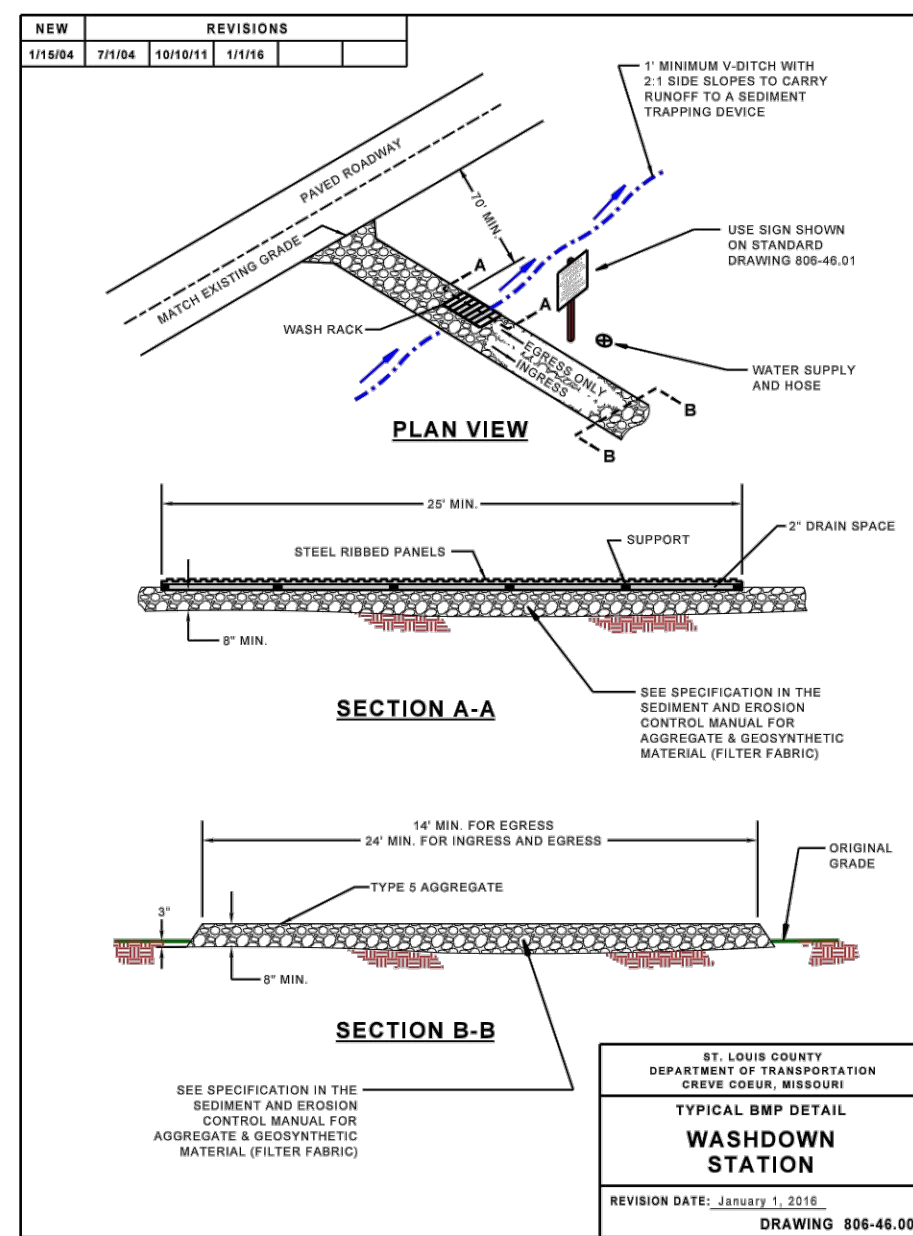
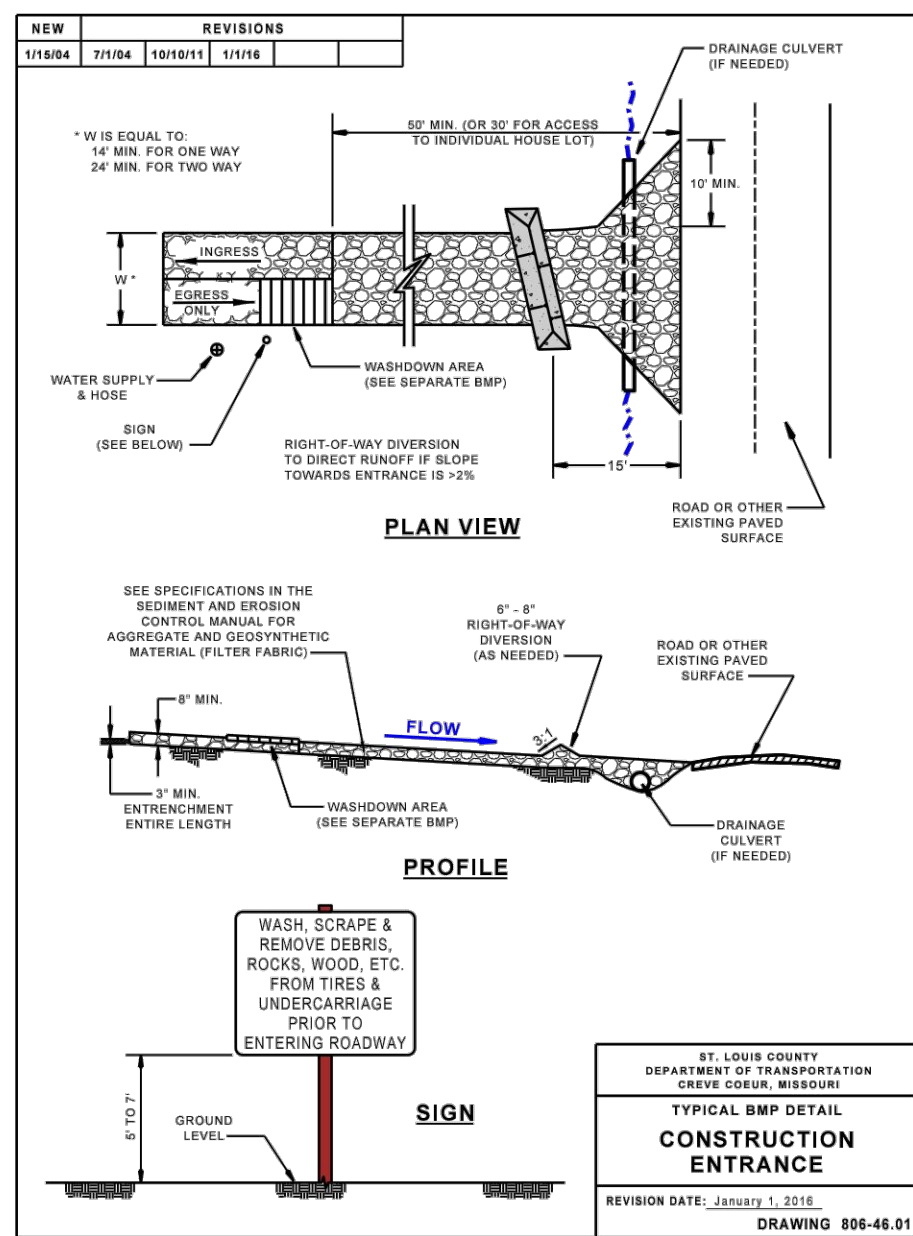
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 CHECKED BY: SDR SCALE: As Shown

**SWPPP-1**

REV: 01/03/24 MSD REVIEW 02/20/24 MSD REVIEW  
 01/03/24 MSD SUBMITTAL 01/11/24 SLC SWPPP 02/01/24 Agency Review

SHEET: **C8**





22MSD-00313 HT#8369 MSD BASE MAP NO. 25M

PROJECT SITE ADDRESS / LOCATION: SUNSET HILLS

**SDE ENGINEERING, INC.**  
PLANNING • CONSULTING • CIVIL ENGINEERING

**Manors at Lynstone Park**

DATE: 10/023 JOB NO.: 222-205 DRAWN BY: DWD  
CHECKED BY: SDR SCALE: As Shown

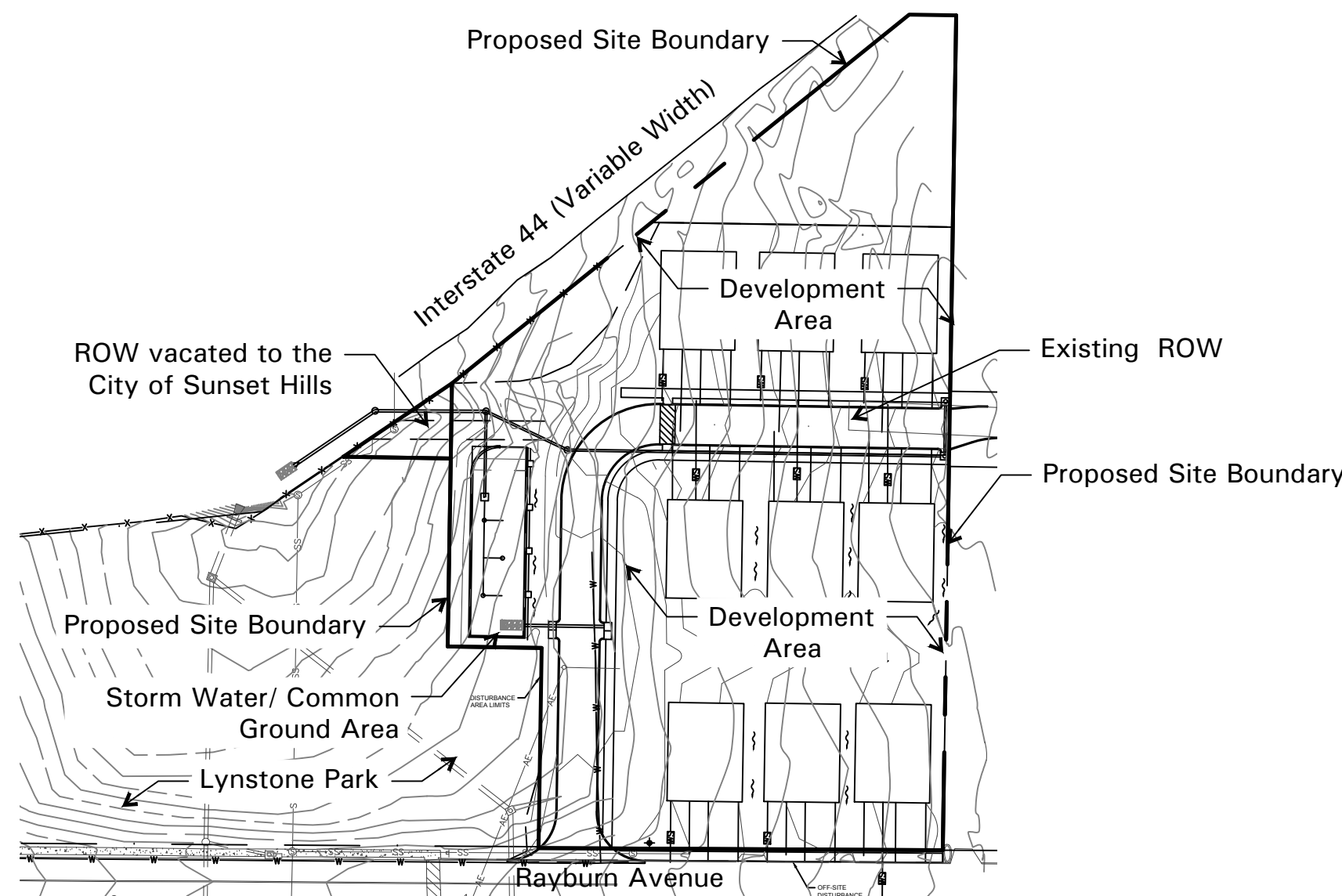
SWPPP-3

REV.: 01/03/24 MSD REVIEW 02/20/24 MSD Review SHEET: C10

3512 Yaeger Crossing Court St. Louis, Missouri 63129 314-822-4800 sdr@sde-civil.com

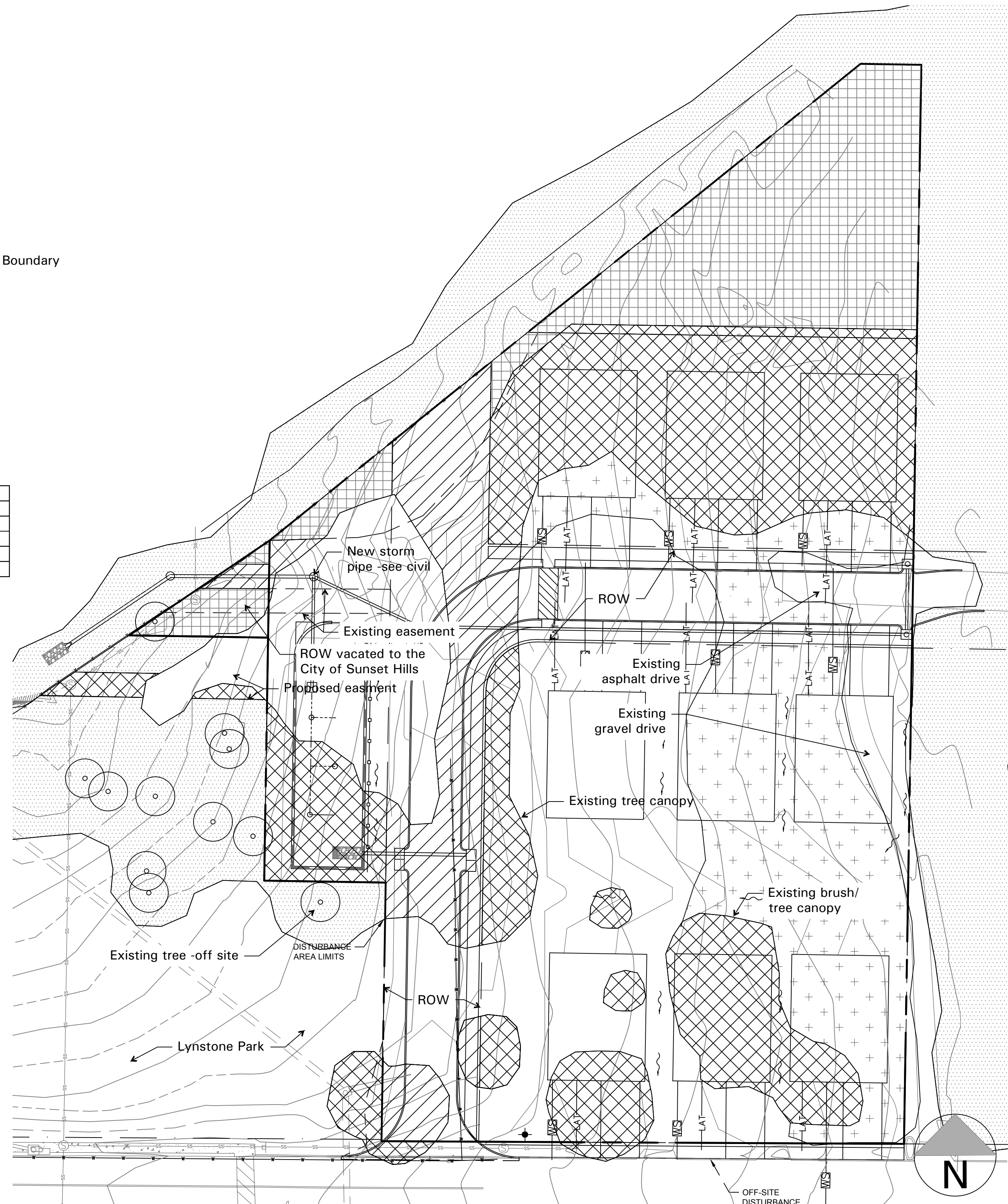
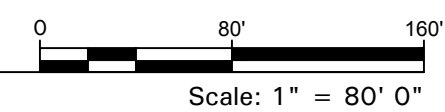
STEVEN D. RUSH  
REGISTERED PROFESSIONAL ENGINEER  
E-20332

Steven D. Rush  
Civil Engineer  
License No. E-20332



Proposed Site Areas			
Site Area	89,874 sq. ft.	2.06 acres	
Deduct ROW vacated to the City of Sunset Hills	-1,140 sq. ft.	-0.03 acres	
<b>Total Site Area</b>	<b>88,734 sq. ft.</b>	<b>2.04 acres</b>	
Deduct proposed City ROW	19,277 sq. ft.	0.44 acres	
Adjusted Site Development Area	69,457 sq. ft.	1.59 acres	

1 Area Site Diagram



1 Tree Canopy Area

Proposed Site Areas			
Site Area	89,874 sq. ft.	2.06 acres	
Deduct ROW vacated to the City of Sunset Hills	-1,140 sq. ft.	-0.03 acres	
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Adjusted Site Development Area	69,457 sq. ft.	1.59 acres	

Tree Canopy Coverage			
Total Existing Tree Canopy	43,900 sq. ft.	1.01 acres	
Deduct Tree Canopy at proposed ROW	-7,750 sq. ft.	-0.18 acres	
Total Existing Tree excluding ROW Canopy	36,150 sq. ft.	0.83 acres	

Adjusted Tree Canopy			
Total Existing Tree excluding ROW Canopy	36,150 sq. ft.	0.83 acres (100%)	
Less Tree Canopy to remain	-11,935 sq. ft.	-0.27 acres (33.6%)	
<b>Tree Canopy to be mitigated</b>	<b>24,215 sq. ft.</b>	<b>0.56 acres (66.4%)</b>	

New Tree Plantings (see sheet L1.0)				New Tree Canopy (sq. ft.)	
Qty.	Common/ Botanical Name	Size	Canopy Area	Area	Total
4	Red Maple/ <i>Acer rubrum</i>	2.5" Cal.	100	250	1,000
14	Honey Locust/ <i>Gleditsia triacanthos f. inermis</i> 'Skycole'	2.5" Cal.	100	250	3,500
3	Redbud/ <i>Cercis canadensis</i>	1.5" Cal.	50	125	375
<b>Sq. Ft. total new tree canopy</b>				<b>4,875</b>	

**Existing Trees and Canopy Narrative:**

Site is adjacent to Lynstone Park along Rayburn Avenue. Appearance of existing landscape is that of a residential area with little to no maintenance over the past 10-15 years.

Majority of the site wooded with a variety of trees including fruit, maples, elm and oak trees. Center portion of wooded is overgrown with bush honeysuckle and herbaceous weeds.

Individual trees found on site are a part of an dilapidated landscape.

**Tree canopy documented using the following:**

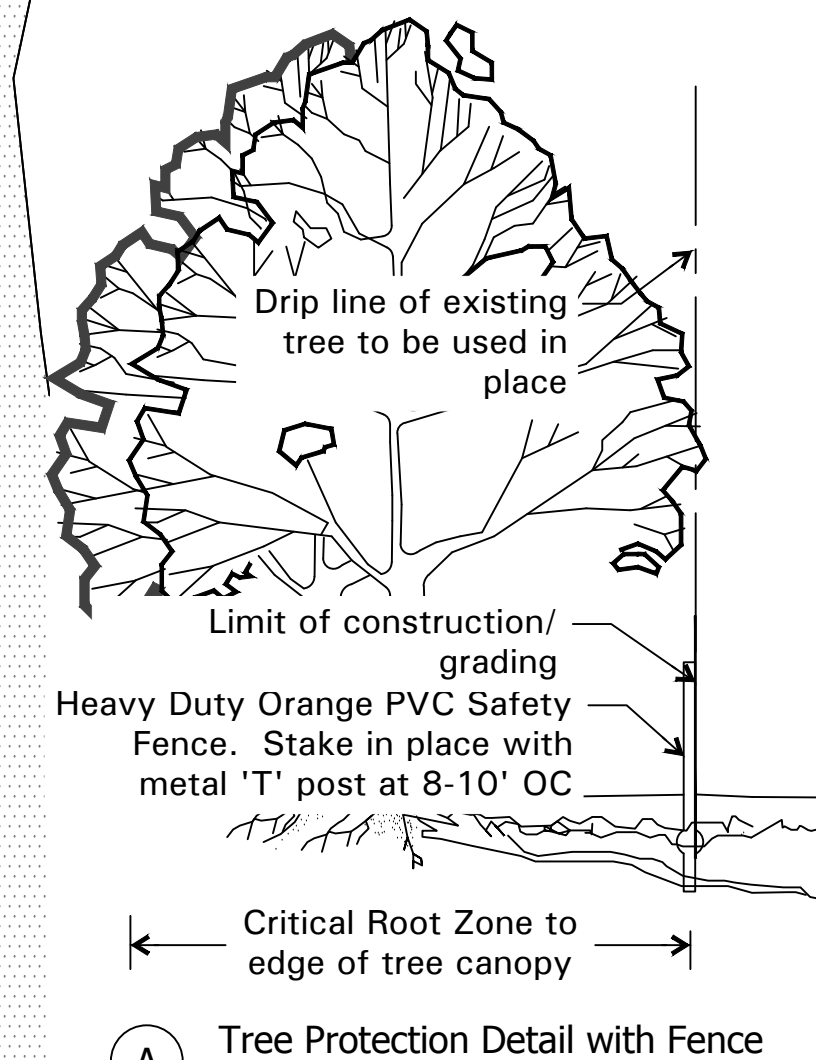
- Goggle Earth images dated 1996 through 2019,
- Survey of existing conditions provided by Site Development Engineering, Inc.
- Field observation on September 18, 2023 by Dermody & Associates, LLC.

**Legend:**

Symbol	Description
[Grid Pattern]	Tree Canopy to remain
[Cross-hatch Pattern]	Tree Canopy to be removed
[Diagonal Lines]	Tree Canopy to be removed at proposed City ROW
[Stippled Pattern]	Tree Canopy adjoining site
[+ Symbols]	Herbaceous vegetation
[Circle]	Existing off site tree

**Overall Sheet Set:**

- TPP1.0 -Canopy Area Plan Diagram/ Plan
- TPP1.1 -Tree Protection/ Mitigation and Planting Plan
- L1.0 -Planting Plan



A Tree Protection Detail with Fence

**APPLICATION SPECIFIC NOTES:**

- 1) A "Pre meeting" shall be held on site by the general contractor will include operators, construction supervisors, owner representative and architect. Meeting shall be held to discuss tree protection methods and limits.
- 2) Clearing limits shall be staked by general contractor prior to on site meeting, see Civil plan for limit of grading
- 3) No clearing or grading shall begin where root pruning and tree preservation measures have not been completed.
- 4) The sequence of tree treatment and preservation measures shall be:
  - a) Stake limit of grading
  - b) Install tree protection fence
- 5) General contractor shall be responsible to insure that no equipment and materials are stored with areas of protected trees. General contractor shall be responsible to repair and/ or replace trees damaged due to his/ her negligence. Owner and his/ her representatives shall judge the assessment of tree replacement or repair.



LANDSCAPE ARCHITECTS  
Uisce beatha  
ph# 314.205.8871  
Missouri Certificate of Authority  
#200902208

Surveyor/ Civil Engineer:  
Site Development  
Engineering, Inc.  
3512 Yaeger Crossing Ct.  
St. Louis, MO 63129

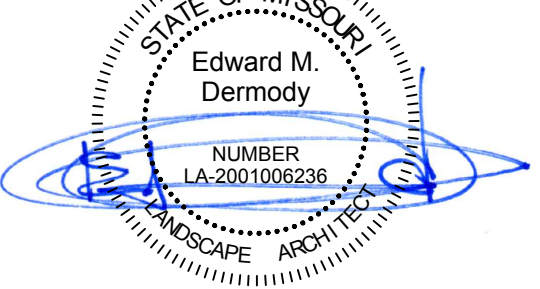
Tree Preservation and Tree Mitigation Plan For:  
Manors at Lynstone Park,  
Sunset Hills, MO

Drawing prepared for:  
Manors at Lynstone Park, LLC  
10025 Office Center Ave., Suite 114  
St. Louis, Missouri 63128

**Revisions:**

No.	Description	Date:
1	City Comments	11/7/23
2	City Comments	11/20/23
3	City Comments	2/6/24
4	City Comments	2/15/24

2/15/24



Edward M. Dermody  
Landscape Architect  
LA-2001006236

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Issue Date: October 17, 2023

Drawn by: EMD

Checked By: EMD

Sheet Title

Tree Canopy Area  
Diagram/ Plan

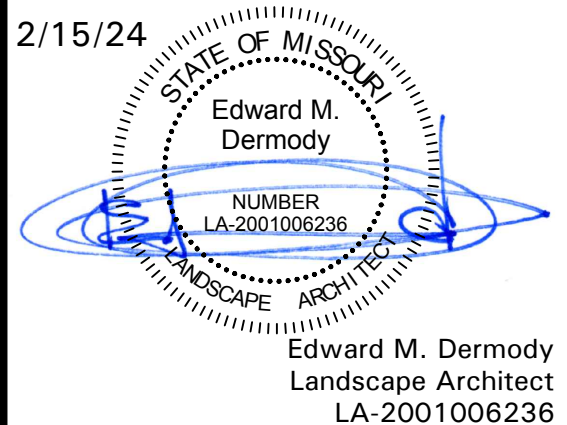
Project Number: 499.001

Sheet Number:

TPP 1.0

Revisions:

No.	Description	Date
1	City Comments	11/7/23
2	City Comments	11/20/23
3	City Comments	2/6/24
4	City Comments	2/15/24



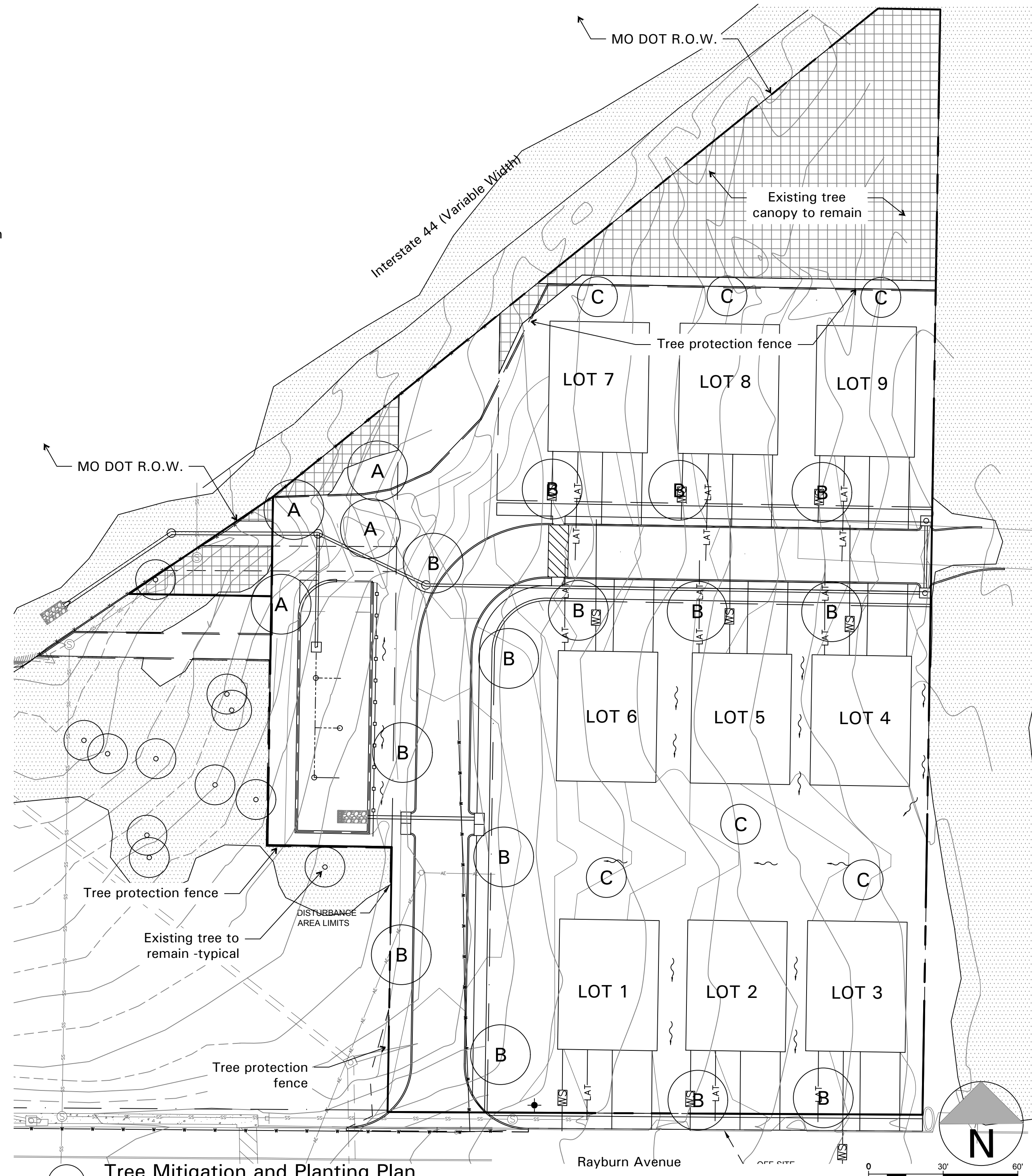
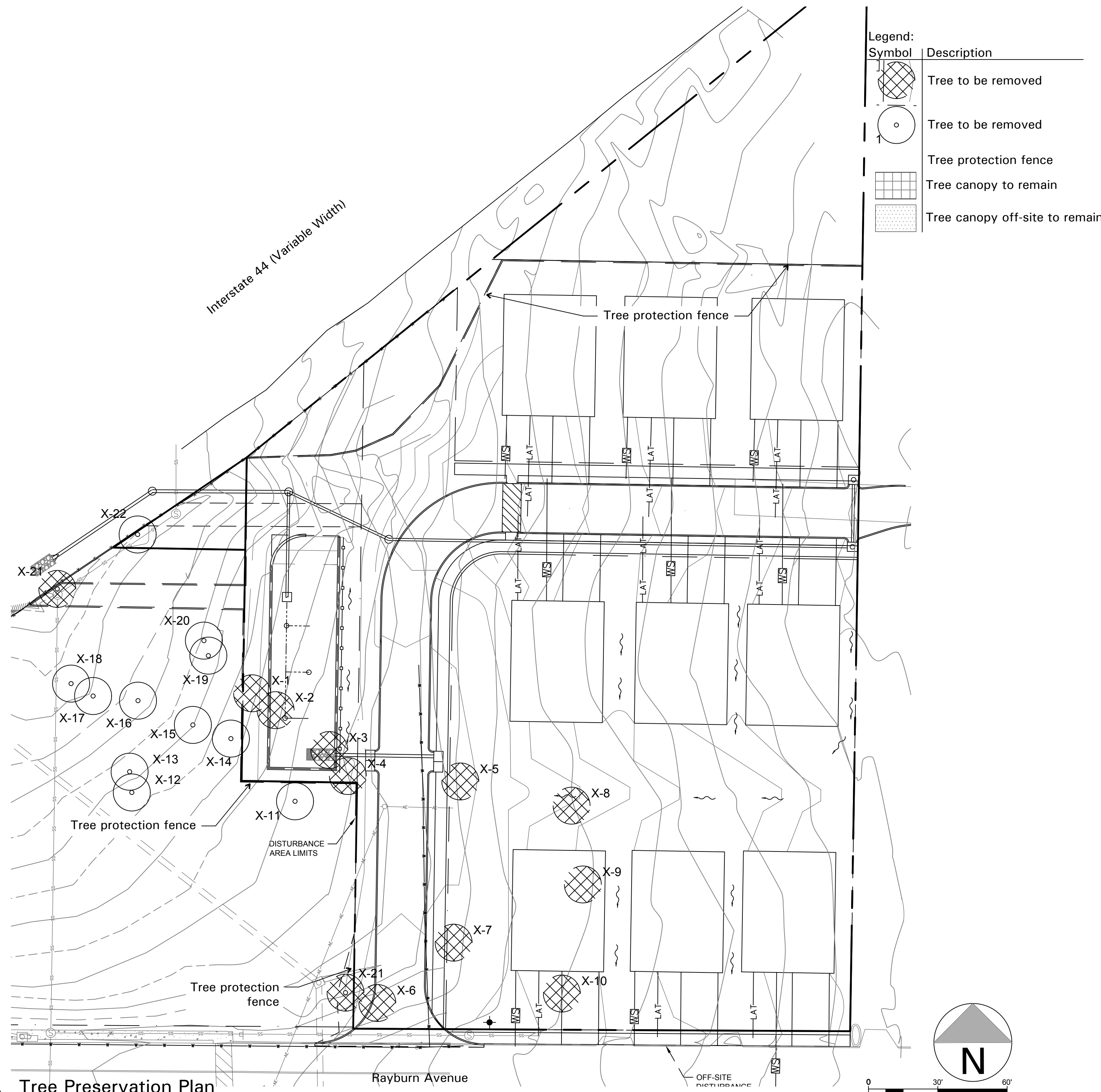
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Issue Date: October 17, 2023  
Drawn by: EMD  
Checked by: EMD  
Sheet Title

**Tree Protection/  
Mitigation and  
Planting Plan**

Project Number: 499.001

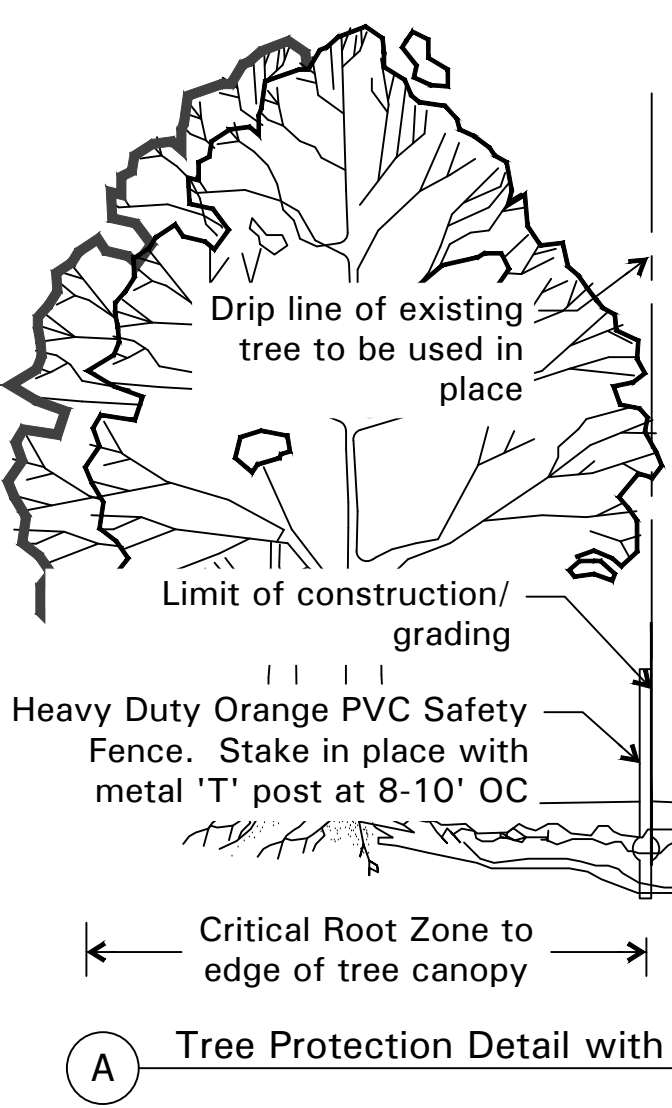
Sheet Number:  
**TPP 1.1**



1 Tree Preservation Plan

2 Tree Mitigation and Planting Plan

Existing Tree Schedule						Existing Tree Values)						
Key	Common Name	DBH	Condition	Comment	Status	1" Cal. tree	Radius (inches)	Area (inches)	Factor by class			Value (\$)
						Species	Condition	Location				
X-1	Oak	20"	Good	to be removed		100.00	10	31.85	1.0	0.9	0.8	2,292.99
X-2	Oak	20"	Good	to be removed		100.00	10	31.85	1.0	0.9	0.8	2,292.99
X-3	Catalpa	10"	Good	to be removed		100.00	5	7.96	0.7	0.8	0.8	356.89
X-4	Oak	24"	Good	to be removed	Landmark Tree	100.00	12	45.86	1.0	0.8	0.8	2,935.03
X-5	Hackberry	30"	Good	to be removed	Landmark Tree in ROW	100.00	15	71.66	1.0	0.9	0.8	5,159.24
X-6	Oak	30"	Good	to be removed		100.00	15	71.66	1.0	0.8	0.1	573.25
X-7	Walnut	8"	Poor	to be removed		100.00	4	5.10	1.0	0.2	0.8	81.53
X-8	Mimosa	6"	Fair	to be removed		100.00	3	2.87	0.5	0.5	0.7	50.16
X-9	Redbud -multi-stem	6x3"	Poor	to be removed		100.00	9	25.80	0.9	0.2	0.8	371.46
X-10	Maple -Silver	24"	Poor	to be removed		100.00	12	45.86	0.8	0.2	0.2	146.75
Total Existing Tree Value												\$14,260.10
Existing Off-Site Tree Schedule						Existing Off-Site Tree Values)						
Key	Common Name	DBH	Condition	Comment	Status	1" Cal. tree	Radius (inches)	Area (inches)	Factor by class			Value (\$)
						Species	Condition	Location				
X-11	Oak	24"	Good	to remain	Landmark Tree	100.00	12	45.86	1.0	0.8	0.8	2,935.03
X-12	Persimmon	10"	Good	to remain		100.00	5	7.96	0.8	0.8	0.8	407.64
X-13	Persimmon	8"	Good	to remain		100.00	4	5.10	0.8	0.8	0.8	260.89
X-14	Oak	18"	Good	to remain	Landmark Tree	100.00	9	25.80	1.0	0.8	0.8	1,650.96
X-15	Oak	24"	Good	to remain	Landmark Tree	100.00	12	45.86	1.0	0.8	0.8	2,935.03
X-16	Oak	18"	Fair	to remain	Landmark Tree	100.00	9	25.80	1.0	0.8	0.8	1,650.96
X-17	Persimmon	12"	Good	to remain		100.00	6	11.46	0.8	0.8	0.8	587.01
X-18	Oak	20"	Good	to remain	Landmark Tree	100.00	10	31.85	1.0	0.8	0.8	2,038.22
X-19	Oak	20"	Fair	to remain	Landmark Tree	100.00	10	31.85	1.0	0.8	0.8	2,038.22
X-20	Oak	30"	Fair	to remain	Landmark Tree	100.00	12	45.86	1.0	0.8	0.5	1,719.75
X-21	Cottonwood	20"	Good	to be removed	conflict with existing utilities	100.00	10	31.85	0.5	0.8	0.1	127.39
X-22	Cottonwood	22"	Good	to remain	conflict with existing utilities	100.00	11	38.54	0.5	0.8	0.1	154.14
X-23	Maple -Silver	24"	Fair	to be removed		100.00	12	45.86	0.8	0.2	0.2	146.75
Total Existing Off-Site Tree Value												\$16,651.97

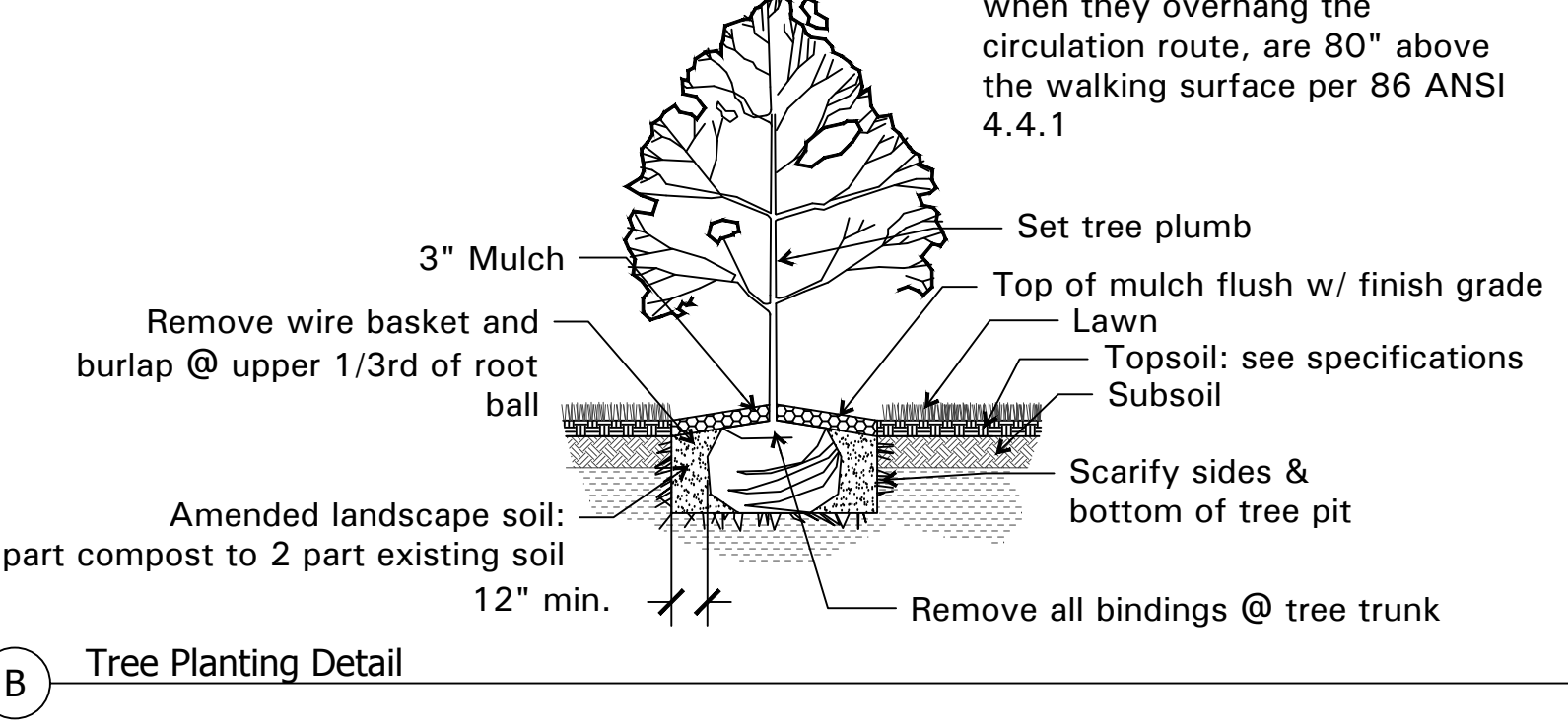


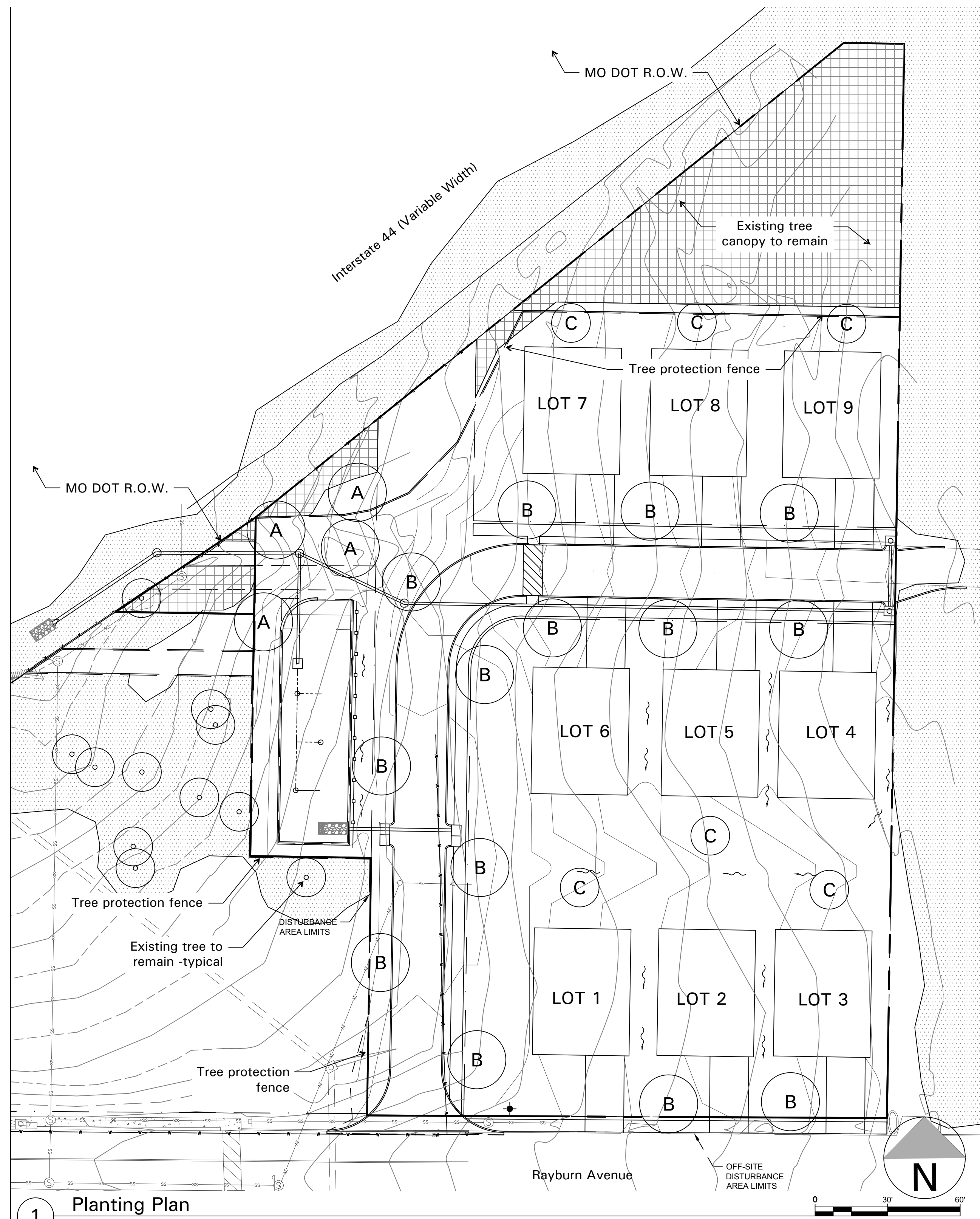
**APPLICATION SPECIFIC NOTES:**

- 1) A "Pre meeting" shall be held on site by the general contractor will include operators, construction supervisors, owner representative and architect. Meeting shall be held to discuss tree protection methods and limits.
- 2) Clearing limits shall be staked by general contractor prior to on site meeting, see Civil plan for limit of grading
- 3) No clearing or grading shall begin where root pruning and tree preservation measures have not been completed.
- 4) The sequence of tree treatment and preservation measures shall be:
  - a) Stake limit of grading
  - b) Install tree protection fence
- 5) General contractor shall be responsible to insure that no equipment and materials are stored with areas of protected trees. General contractor shall be responsible to repair and/or replace trees damaged due to his/ her negligence. Owner and his/ her representatives shall judge the assessment of tree replacement or repair.

Landscape Planting Schedule		
Key	Qty	Description
A	4	Trees at Common Ground Tree
B	14	Street tree
C	3	Flowering Tree
		6,280 Canopy area to remain

SEE SHEET L1.0 FOR PLANT TYPES AND BMP PLANTINGS



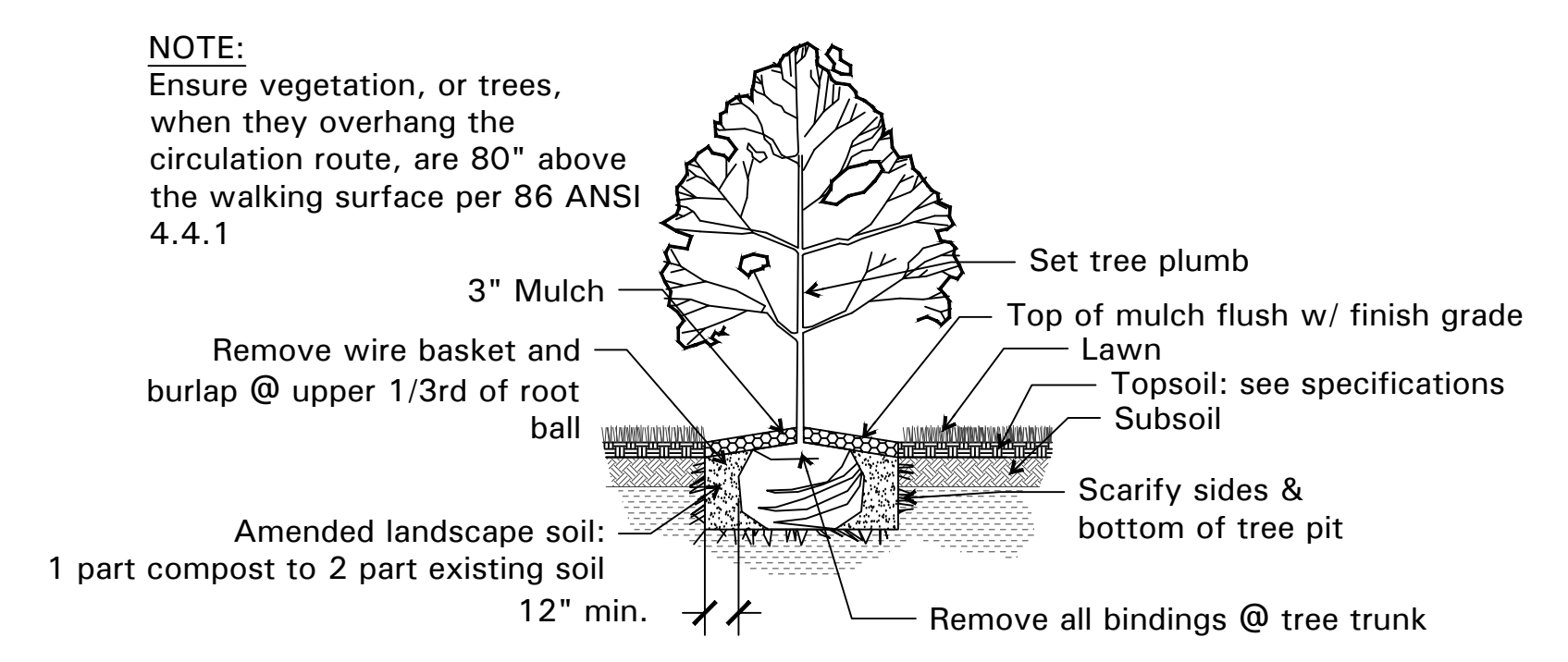


1 Planting Plan

Landscape Planting Schedule				
Key	Qty	Common Name	Botanical Name	Size
A	4	Red Maple	Acer rubrum	2.5" Cal.
B	14	Honey Locust	Gleditsia triacanthos f. inermis 'Skycote'	2.5" Cal.
C	3	Redbud	Ceris canadensis	1.5" Cal.

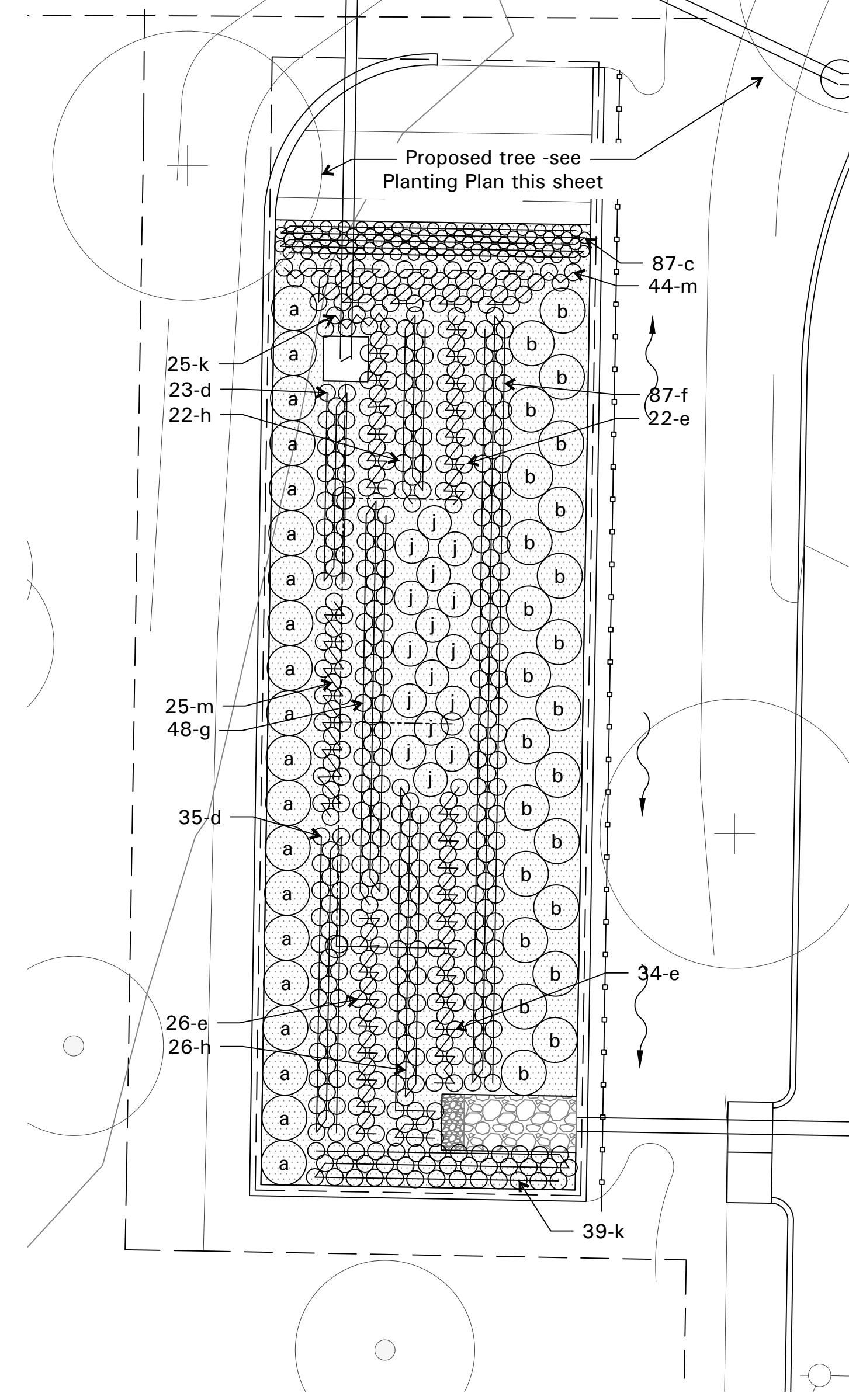
- GENERAL PLAN NOTES:**
- All plant species are Missouri Native cultivars and or drought tolerant.
  - See Civil sheets for lawn and erosion control.
  - Contractor is responsible for installing all plant material shown on plan.
  - Provide plants, of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
  - Contractor to review and field verify existing and proposed conditions prior to construction.
  - Contractor is responsible to field locate all utilities prior to installation. Field adjust plants as required to avoid utilities.
  - Contractor to provide one-year full replacement guarantee on all plant materials shown on this plan.
  - Plan(s) do not constitute contractor means and methods. Job site safety and project coordination is responsibility of contractor(s).

**NOTE:**  
Ensure vegetation, or trees, when they overhang the circulation route, are 80" above the walking surface per 86 ANSI 4.4.1



A Tree Planting Detail

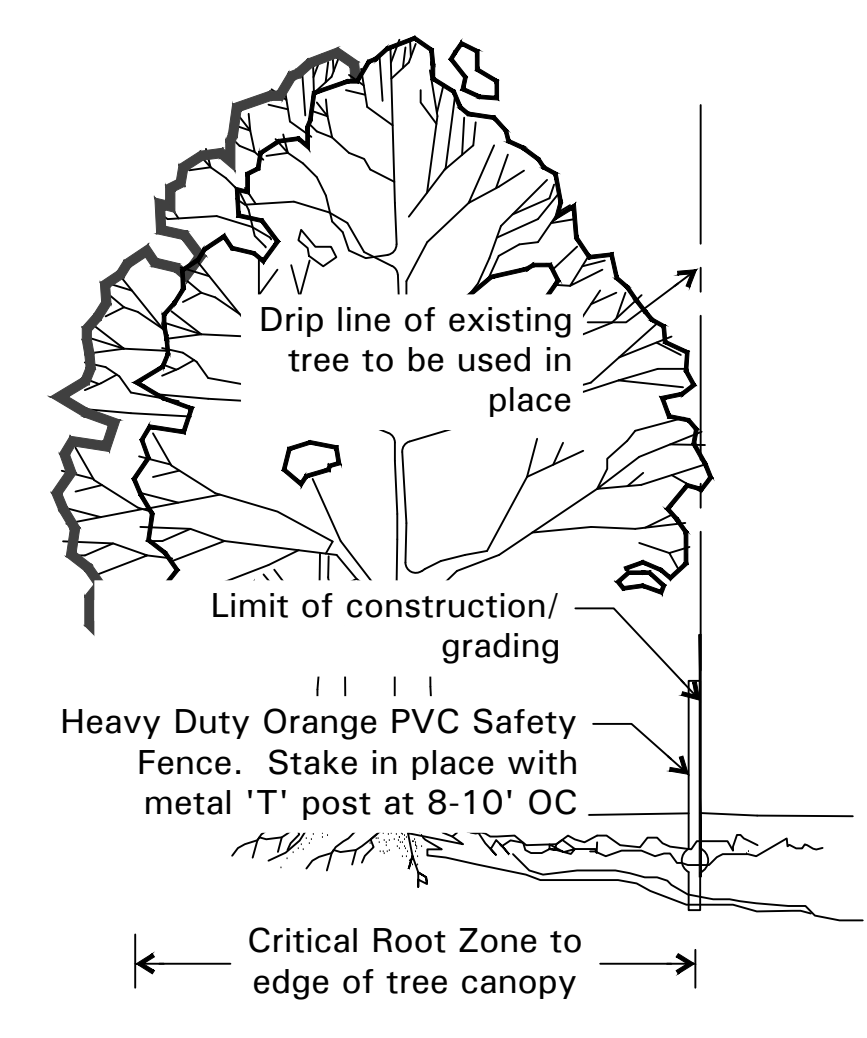
Planting, Water and Mulch Requirements						
Water Availability	Required Planting Period	Minimum Container Size	Water Requirement First 3 Weeks	Water Requirement After 3 Weeks	Shredded leaf compost mulch depth for forbs and grasses	Shredded hardwood Bark Mulch for shrubs
Manual watering by hand	Late Feb. - Early June Sept. - October	see planting schedule this sheet	1" (60 min) every 4 days	1" (60 min) every 7 days until plants established	1.5" for plugs 2.5" for quarts	3" Depth



2 BMP Planting Plan

Type	Key	Qty	Botanical Name	Common Name	Size	Spacing
SHRUBS	a	20	Callicarpa americana	American Beautyberry	3 Gal.	30" OC
	b	24	Hydrangea arborescens	Hydrangea	3 Gal.	48" OC
GRASS/SEDGES	c	87	Carex albicans	Oak Sedge	1 Qt.	12" OC
	d	58	Schizachyrium scoparium	Little Bluestem	1 Gal.	18" OC
	e	82	Sporobolus heterolepis	Prairie Drop Seed	1 Gal.	18" OC
FORBS	f	87	Aster oblongifolius	Aromatic Aster	1 Gal.	18" OC
	g	48	Asclepias tuberosa	Butterfly Milkweed	1 Gal.	18" OC
	h	48	Echinacea purpurea 'Kim's Knee High'	Purple Coneflower	1 Gal.	18" OC
	j	16	Hibiscus lasiocarpus 'Koeper King'	Rose Mallow	1 Gal.	30" OC
	k	64	Iris fulva	Copper Iris	1 Gal.	18" OC
	m	69	Rudbeckia fulgida 'Goldstrum'	Orange Coneflower	1 Gal.	18" OC
2,340			+/- Sq. Ft. MSD approved mulch			

- Bio - Retention Planting Notes:**
- All plantings shall adhere to "Ecotype Rule." Plants of Missouri and/or Southern Illinois ecotype are required.
  - Plant selections and design is based on providing a formal aesthetic.
  - Refer to 'Planting, Water and Mulch Requirements for Stormwater BMP for Irrigation requirements.
  - All landscape installation and maintenance work shall adhere to 'Landscape Guide for Stormwater Best Management Practice Design' published by MSD, St. Louis, MO Revision 2, May 2012.
  - Bio-Retention plantings to be watered by hand as needed.
  - See Civil Sheets for soils, under drain, seeding, sod and erosion control. THIS DETAIL FOR BMP PLANTING ONLY.
  - Contractor to provide one-year full replacement guarantee on all plant materials shown on this plan.



B Tree Protection Detail with Fence

- APPLICATION SPECIFIC NOTES:**
- A "Pre meeting" shall be held on site by the general contractor will include operators, construction supervisors, owner representative and architect. Meeting shall be held to discuss tree protection methods and limits.
  - Clearing limits shall be staked by general contractor prior to on site meeting, see Civil plan for limit of grading
  - No clearing or grading shall begin where root pruning and tree preservation measures have not been completed.
  - The sequence of tree treatment and preservation measures shall be:
    - Stake limit of grading
    - Install tree protection fence
  - General contractor shall be responsible to insure that no equipment and materials are stored with areas of protected trees. General contractor shall be responsible to repair and/or replace trees damaged due to his/ her negligence. Owner and his/ her representatives shall judge the assessment of tree replacement or repair.

**DERMODY & ASSOCIATES**

**LANDSCAPE ARCHITECTS**  
Uisce beatha  
ph# 314.205.8871  
Missouri Certificate of Authority #200902208

Surveyor/ Civil Engineer:  
Site Development  
Engineering, Inc.  
3512 Yaeger Crossing Ct.  
St. Louis, MO 63129

Tree Preservation and Tree Mitigation Plan For:  
Manors at Lynstone Park,  
Sunset Hills, MO

Drawing prepared for:  
Manors at Lynstone Park, LLC  
10025 Office Center Ave., Suite 114  
St. Louis, Missouri 63128

Revisions:

No.	Description	Date:
1	City Comments	11/7/23
2	City Comments	11/20/23
3	City Comments	2/6/24
4	City Comments	2/15/24

2/15/24

Edward M. Dermody  
Landscape Architect  
LA-2001006236

This drawing and the details on it are the sole property of the landscape architect and may be used for this specific project only. It shall not be loaned, copied or reproduced, in whole or in part, or for any other purpose or project without the written consent of the Landscape Architect.  
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Issue Date: October 17, 2023  
Drawn by: EMD  
Checked By: EMD  
Sheet Title  
**Planting Plan**

Project Number: 499.001  
Sheet Number:  
**L1.0**

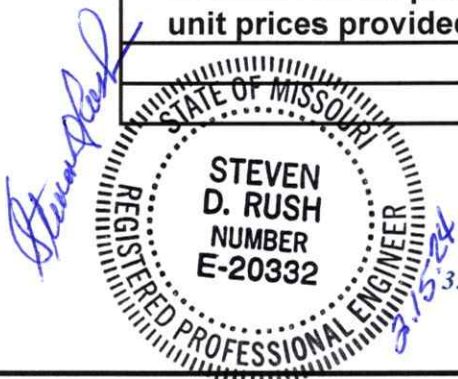
**OPINION OF PROBABLE CONSTRUCTION COSTS**

**The Manors at Lynstone Park**

**November 24, 2023**

ITEM	QUANTITY	UNIT PRICE	TOTAL
1. Clearing/grubbing	1.75 ac.	\$19,398	\$33,947
2. Bulk grading	1,500 cy	\$14	\$21,000
3. SWPPP			
a. siltation basin	1 LS	\$12,000	\$12,000
b. silt fence	790 LF	\$7.50	\$12,000
c. washdown station	1 LS	\$8,065	\$8,065
d. inlet protection	4 each	\$100	\$400
e. construction entrance/parking	1 LS	\$2,000	\$2,000
4. 12" RCP CL 3 storm pipe	412 LF	\$82	\$33,784
5. 15" RCP CL 3 storm pipe	68 LF	\$82	\$5,576
6. Double Curb Inlet	2 each	\$9,000	\$18,000
7. Area inlets	2 each	\$6,000	\$12,000
8. Storm sewer manholes	3 each	\$6,000	\$18,000
9. 15" RCP Flared end section (FES)	1 each	\$1,200	\$1,200
10. 15" end of pipe	1 each	\$1,000	\$1,000
11. MSD Type 7 light stone revetment	11 sy	\$47	\$517
12. Storm sewer granular backfill	171 cy	\$4	\$684
13. Det basin outlet structure (OS-10)	1 LS	\$9,000	\$9,000
14. Biodetention basin (incl underdrains, special soil, filter fabric, etc)	1 LS	\$87,737	\$87,737
15. Retaining Walls (PCC)	2,178	\$24	\$52,272
16. Fencing above detention basin	100 LF	\$17	\$1,700
17. 6" PVC Sanitary sewer laterals to BL	240 LF	\$150	\$36,000
18. 6"x8" Wye	9 each	\$62	\$558
19. Granular backfill for sewer laterals	264 cy	\$4	\$1,056
<b>TOTAL THIS SHEET</b>			<b>\$368,496</b>
NOTES:			
Site Development Engineering, Inc. assumes no responsibility for the unit prices provided herein.			Rev 2.15.24
			Rev 11/27/2023
			<b>11/24/2023</b>

Sheet 1 of 2



Site Development Engineering, Inc.  
3512 Yaeger Crossing Court \* St. Louis, MO 63129  
(314) 822-4800

**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**The Manors at Lynstone Park**  
**November 24, 2023**

ITEM	QUANTITY	UNIT PRICE	TOTAL
20. Water service lines to R/W + 5'	240 LF	\$150	\$36,000
21. Granular backfill for water service line	23 cy	\$4	\$92
22. Sawcut exist. Rayburn and Spears St.	100 LF	\$6	\$600
23. Fine grading for street	1,778 sy	\$2	\$3,556
24. 7" PCC street, incl 4" rolled stone base	978 sy	\$80	\$78,240
25. 4" PVC street underdrain	791 LF	\$35	\$27,685
26. 4" x 5'W conc sidewalk incl 4" rolled stone base (rsb)	2,870 SF	\$7	\$20,090
27. 6" x 5' conc sidewalk incl 4" rsb	720 SF	\$8	\$5,760
28. Handicap ramps	4 each	\$1,420	\$5,680
29. 8'w painted cross walk	1 LS	\$250	\$250
30. "no parking" sign	4 each	\$340	\$1,360
31. stop sign	1 each	\$340	\$340
32. street name sign	1 each	\$340	\$340
33. street lights	1	\$750	\$750
34. survey monumentation	LS	\$1,700	\$1,700
35. common ground vegetation	LS	\$9,735	\$9,735
36. lot vegetation (per lot average)	9	\$4,465	\$40,185
<b>TOTAL THIS SHEET</b>			<b>\$232,363</b>
<b>TOTAL SHEET 1/2</b>			<b>\$368,496</b>
This opinion of probably construction cost (OPCC) is to be considered an estimate and is based on the plans submitted to the City of Sunset Hills on 11/13/2023. Contractors are to rely on their own quantity takeoffs and unit prices for submitting bids.			
<b>TOTAL</b>			<b>\$600,859</b>
NOTES:			
Site Development Engineering, Inc. assumes no responsibility for the unit prices provided herein.			Rev. 2.15.24
			Rev 11/27/2023
			<b>11/24/23</b>

Sheet 2 of 2

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3<sup>rd</sup>, 2024

**Location:** North of Rayburn Ave., South of I-44 and directly east of Lynstone Park

**Applicant:** Manors at Lynstone Park LLC

**Description:** **Manors at Lynstone Park Record Plat** – A request for the approval of a Record Plat for a 9-lot single-family home development on property zoned R-6.

---

### **PROPOSAL SUMMARY:**

The purpose of this request is for approval of a Record Plat for a new single-family home development having 9 individual lots and common ground. One street is proposed and located in the existing public right-of-way. The entire subject site is zoned R-6 District. The proposed Record Plat substantially conforms to the Preliminary Plat approved by the Planning and Zoning Commission in September of 2023.



Figure 1. Aerial Image of Subject Site

**HISTORY OF SUBJECT SITE:**

The entire subject site is composed of multiple vacant lots and existing right-of-way absent of a physical road. The existing lots are structured in a traditional grid network. The history of this site is largely impacted by the creation of Interstate 44. Below (Figure 2.) is an image from 1966 with an overlay of an outline of the future Interstate. In accordance with the St. Louis County Recorder of Deeds, the individual parcels are within the Meacham Park subdivision which was separated by the constructed Interstate. It should be noted that north of Interstate 44 is in the jurisdictional municipal boundaries of the City of Kirkwood, Missouri and east of Tolstoi Street is in the municipal boundaries of the City of Crestwood, Missouri.



Figure 2. Image Surrounding the Subject Site from 1966

As referenced, a Preliminary Plat for a 9-lot single-family home development was approved by the Planning and Zoning Commission in September of 2023. The lots are in the same location, but the common ground is slightly larger after a small area of unused right-of-way was vacated.

**COMPREHENSIVE PLAN:**

The Land Use Plan is an important component of the City Sunset Hills' Comprehensive Plan. This plan is a 2-dimensional map that depicts the spatial location of the desired development pattern of the City. Each color of the plan depicts a land use designation to guide development. The land use designation for the subject site is single-family as identified in the image below (Figure 3.).

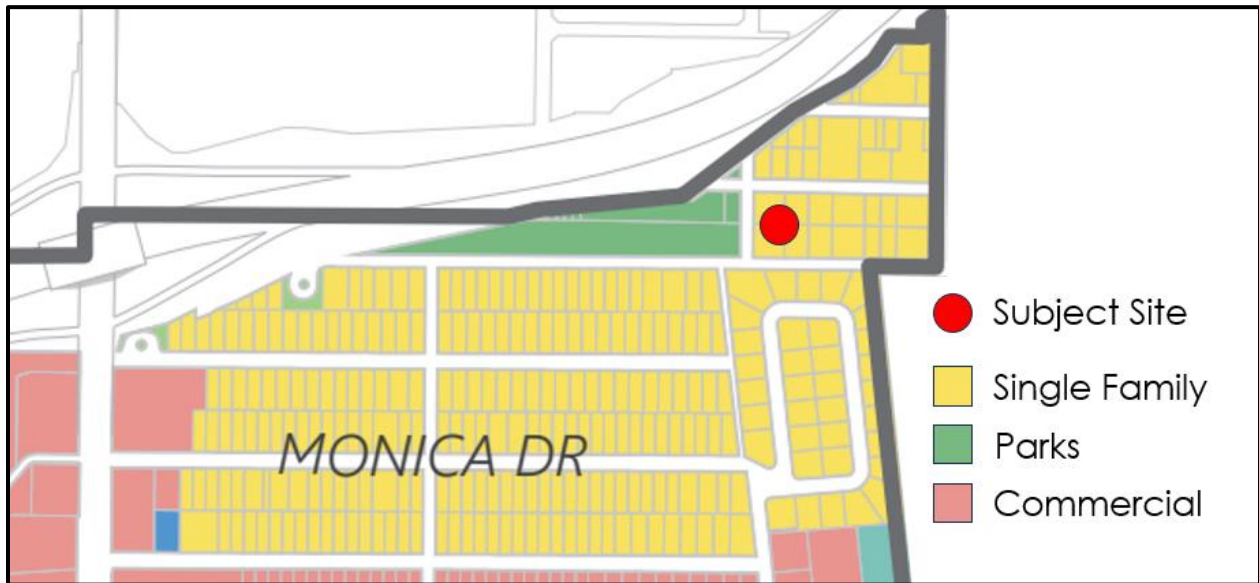


Figure 3. Land Use Plan

The proposed development is to construct nine single-family homes in an area designated single-family on the City's Land Use Plan. The proposed development conforms to the City of Sunset Hills Comprehensive Plan.

### **ZONING DESIGNATION**

The subject site and all surrounding residential properties (Figure 4) are currently zoned the R-6 District. The purpose of the R-6 District is to protect and preserve areas of high-density residential development and to allow for the construction of new single-family detached dwellings on lots of not less than five thousand (5,000) square feet in size. The lots depicted on the Record Plat range in size with the smallest at 5,033 square feet in size and the largest at 10,623 square feet.

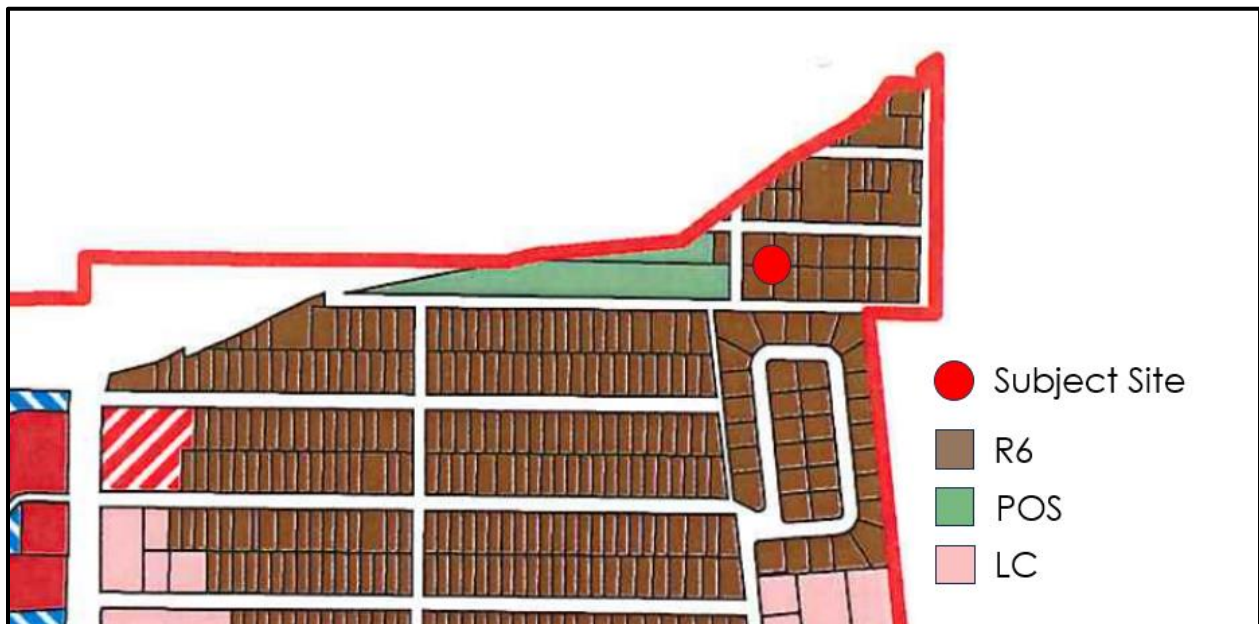


Figure 4. Zoning Map

Other dimensional (also known as bulk standards) standards applicable to the development outside of minimum lot size include setbacks, lot width, primary use coverage and maximum height. The setbacks for the R-6 zoning district are 20' from the front, 3' from the side, and 15' from the rear. The primary use coverage is 60% of the lot. The maximum height for structures is the same for all conventional residential zoning districts at 40'.

### **STAFF ANALYSIS**

A record plat establishes lots, common ground, and easements. Once a plat is recorded, the new lots may be sold to individual owners. As previously stated, the development will consist of nine lots that include single-family homes and common ground. The common ground is located west of the lots and is adjacent to the City of Sunset Hills' Lynstone Park. Six of the nine homes will be accessed off a new public road that will connect two existing public roads Spears Street and Rayburn Avenue. The remaining three lots will have access off Rayburn Avenue.

### **SUBDIVISION IMPROVEMENTS GUARANTEED**

Also on the same agenda are Improvement Plans for the 9 lot development. The development team supplied a signed and sealed Engineer's Cost Estimate that identifies the total cost to construct the subdivision's required improvements depicted on the Improvement Plans. The development team is required to enter into an agreement with the City, to guarantee the subdivision improvements depicted on the Improvement Plans. The development team is also required to provide an escrow (letter of credit) to guarantee the subdivision improvements at the amount of 110% of the Engineer's Cost Estimate. The required executed agreement and escrow to back the agreement is provided in the Planning and Zoning Commission packet. If the developer petitions for acceptance of streets for public maintenance, and if the streets are so accepted, the developer shall post a bond acceptable in form to the City Attorney and in an amount sufficient to guarantee repairs due to construction and street failures. The bond shall be for a period of two years from the date of acceptance of the street.

### **SUBDIVISION INDENTURES**

As previously stated, the development is proposing common ground. Subdivision indentures that provide common maintenance of the common ground including the bio-detention facility have been submitted and included in the Planning and Zoning Commission packet.

**DEPARTMENT INPUT**

City Staff has reviewed the submittal and found the application to be in conformance with the procedures outlined in the City of Sunset Hills' Unified Development Ordinance and consistent with policies of the City of Sunset Hills' Comprehensive Plan. City Staff recommend approval of the Record Plat for the Manors at Lynstone Park Subdivision.

**MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the Manors at Lynstone Park Record Plat."
  
- 2) "I move to approve the Manors at Lynstone Park Record Plat with the following conditions..."(Conditions may be added, eliminated, altered or modified)

**EXHIBITS:**

1. Application
2. Record Plat
3. Subdivision Indentures
4. Subdivision Improvement Guarantee Agreement
5. Subdivision Improve Surety (Letter of Credit)

# Sunset Hills

3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. \_\_\_\_\_  
DATE \_\_\_\_\_  
FEE \_\_\_\_\_

## SUBDIVISION RECORD PLAT

1. Applicant's Name Manors at Lynstone Park, LLC
2. Mailing Address 10025 Office Center Ave., Suite 114 Phone 314-713-9721
3. Agent's Name and Address Same as applicant  
(If different than Applicant)
4. Property Owner's Name Manors at Lynstone Park, LLC
5. Address of Property 403, 405 Rayburn Avenue, 339, 340, 401, 402, 407, 408, 409, 411, 415 & 421 Spears Street, St. Louis, MO
6. Area of Property 83,639 Sq. Ft. or 1.92 Acres
7. Existing Zoning R-6 Proposed Zoning \_\_\_\_\_  
(If Applicable)
8. Name of Subdivision Manors at Lynstone Park
9. Number of Parcels Proposed 9
10. Remarks and Reasons Re-subdivision of several tracts of land being lots 1-6, 23-24, & 39-44 in block 33 of Meacham Park and lots 1-7 & 38-44 in block 44 of Meacham Park, P.B. 3 P.G. 33
11. Legal Description (to be attached)
12. Scale Drawings of Property and proposed Subdivision Plat (to be attached)
13. Fee: \$100 for tract less than three acres. \$200 for tract of three or more acres

I hereby state that I have read all applicable sections of the Zoning and Subdivision Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: \_\_\_\_\_



A RECORD PLAT FOR  
**MANORS AT LYNSTONE PARK**  
 SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24, & 39-44 IN BLOCK 33  
 OF MEACHAM PARK AND LOTS 1-7 & 38-44 IN BLOCK 44 OF MEACHAM  
 PARK, P.B. 3 P.G. 33,  
 ST. LOUIS COUNTY, MISSOURI

OWNERS CERTIFICATE

THE UNDERSIGNED, OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH THIS SUBDIVISION SHALL HEREINAFTER BE KNOWN AS THE "MANORS AT LYNSTONE PARK."

"SPEARS STREET ROUNDING" (WIDTH VARIES) LOCATED AT THE SOUTHEAST INTERSECTION OF SPEARS STREET AND ORLEANS STREET AS SHOWN HACHURED [XXXX] HEREON IS HEREBY ESTABLISHED FOR PUBLIC USE FOREVER AND HEREBY DEDICATED TO THE OF SUNSET HILLS, MISSOURI FOR USE AS RIGHT-OF-WAY.

ALL COMMON GROUND, AND ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED AND GRANTED AS EASEMENTS TO THE MANORS AT LYNSTONE PARK HOMEOWNER'S ASSOCIATION, TO THE CITY OF SUNSET HILLS, MISSOURI, SPIRE ENERGY, AT&T MISSOURI, MISSOURI-AMERICAN WATER COMPANY, AMEREN MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, AND CHARTER COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMPs (BEST MANAGEMENT PRACTICES). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL RUN WITH THE LAND FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" DATED \_\_\_\_\_ OF \_\_\_\_\_ AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR AS AMENDED THEREAFTER.

THIS SUBDIVISION SHALL BE SUBJECT TO AND BENEFIT BY THE EASEMENTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "MANORS AT LYNSTONE PARK", CONTAINED IN AN INSTRUMENT FILED IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ IN THE OFFICE OF THE ST. LOUIS COUNTY, MISSOURI RECORDER OF DEEDS.

THE COMMON GROUND SHOWN ON THIS PLAT SHALL BE SUBJECT TO SUCH EASEMENTS, COVENANTS, AND RESTRICTIONS AND SHALL BE CONVEYED FOREVER TO THE TRUSTEE ASSOCIATION OF THE AFORESAID SUBDIVISION BY GENERAL WARRANTY DEED RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ IN THE OFFICE OF THE ST. LOUIS COUNTY, MISSOURI RECORDER OF DEEDS.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES, IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

ALL BUILDING LINES SHOWN HEREON ARE HEREBY ESTABLISHED WITH THE RECORDING OF THIS PLAT.

MANORS AT LYNSTONE PARK, LLC A MISSOURI LIMITED LIABILITY COMPANY  
 BY: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SUNSET ORLEANS DEVELOPMENT, LLC  
 A MISSOURI LIMITED LIABILITY COMPANY  
 BY: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

OWNER'S NOTARY

MANORS AT LYNSTONE PARK, LLC, A MISSOURI LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME, APPEARED \_\_\_\_\_, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF MANORS AT LYNSTONE PARK, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID DECLARED 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 ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 MY TERM EXPIRES: \_\_\_\_\_

OWNER'S NOTARY

SUNSET ORLEANS DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME, APPEARED \_\_\_\_\_, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF SUNSET ORLEANS DEVELOPMENT, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID DECLARED 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 ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 MY TERM EXPIRES: \_\_\_\_\_

**SYMBOL LEGEND**

- \* FOUND CROSS      ● SET IRON ROD
- FOUND IRON PIPE      ⊕ BENCHMARK

LENDER CERTIFICATE

SEBER PROPERTIES, LLC, A MISSOURI LIMITED LIABILITY COMPANY

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS RECORD PLAT OF THE "MANORS AT LYNSTONE PARK"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

LENDER: \_\_\_\_\_  
 BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

LENDERS NOTARY

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME, APPEARED \_\_\_\_\_, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF SEBER PROPERTIES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID DECLARED 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 ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 MY TERM EXPIRES: \_\_\_\_\_

LENDER CERTIFICATE

SUNSET ORLEANS DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS RECORD PLAT OF THE "MANORS AT LYNSTONE PARK"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

LENDER: \_\_\_\_\_  
 BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

LENDERS NOTARY

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME, APPEARED \_\_\_\_\_, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF SUNSET ORLEANS DEVELOPMENT, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID DECLARED 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 ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 MY TERM EXPIRES: \_\_\_\_\_

LAND DESCRIPTION: (TITLE COMMITMENT FR220413)

TRACT 1: LOTS 25 AND 26 IN BLOCK 32 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI, EXCEPTING THAT PART CONVEYED TO THE STATE HIGHWAY COMMISSION OF MISSOURI, ACCORDING TO INSTRUMENT RECORDED AS DAILY #222 ON AUGUST 3, 1966.

TRACT 2: LOTS 23 AND 24 IN BLOCK 33 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI.

TRACT 3: LOTS 1, 2, 43 AND 44 IN BLOCK 43 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI, EXCEPTING THAT PART CONVEYED TO THE STATE HIGHWAY COMMISSION OF MISSOURI, ACCORDING TO INSTRUMENT RECORDED AS DAILY #188 ON AUGUST 13, 1965.

TRACT 4: LOTS 41 AND 42 IN BLOCK 43 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI.

TRACT 5: LOTS 39 AND 40 IN BLOCK 43 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI.

TRACT 6: LOTS 3 AND 4 IN BLOCK 43 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI, EXCEPTING THAT PART CONVEYED TO THE STATE HIGHWAY COMMISSION OF MISSOURI, ACCORDING TO INSTRUMENT RECORDED AS DAILY #236 ON APRIL 12, 1965.

TRACT 7: LOTS 5 AND 6 IN BLOCK 43 OF MEACHAM PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI, EXCEPTING THAT PART CONVEYED TO THE STATE HIGHWAY COMMISSION OF MISSOURI, ACCORDING TO INSTRUMENT RECORDED AS DAILY #234 ON APRIL 12, 1965.

LAND DESCRIPTION: (TITLE COMMITMENT FR180517)

PARCEL 1: LOTS 41, 42, 43 AND 44 IN BLOCK 44 OF MEACHAM PARK, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL 2: LOTS 38, 39 AND 40 IN BLOCK 44 OF MEACHAM PARK, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL 3: LOTS 1, 2, 3 AND 4 IN BLOCK 44 OF MEACHAM PARK, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL 4: LOTS 5, 6 AND 7 IN BLOCK 44 OF MEACHAM PARK, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 33 OF THE ST. LOUIS COUNTY RECORDS.

CITY CERTIFICATE

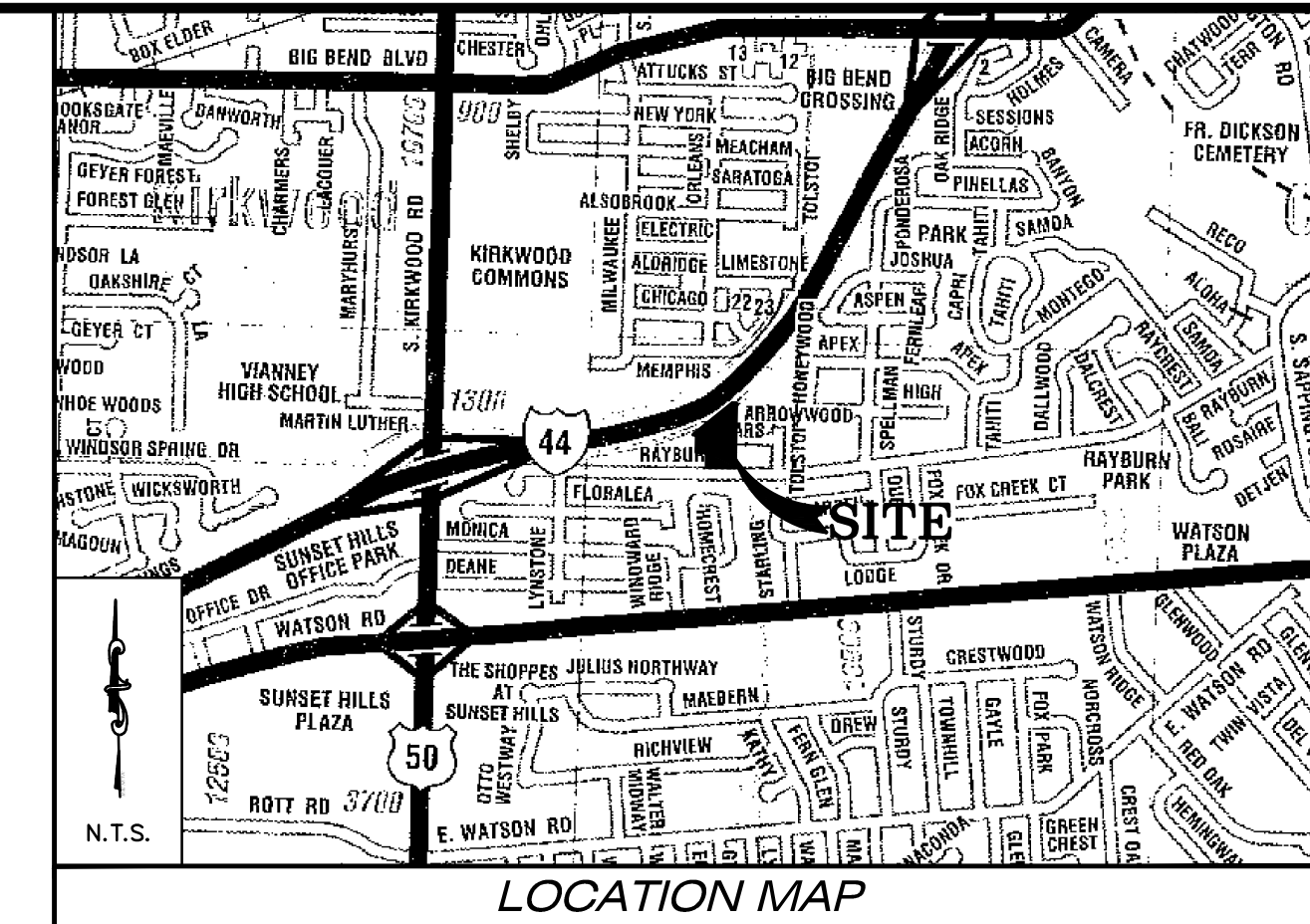
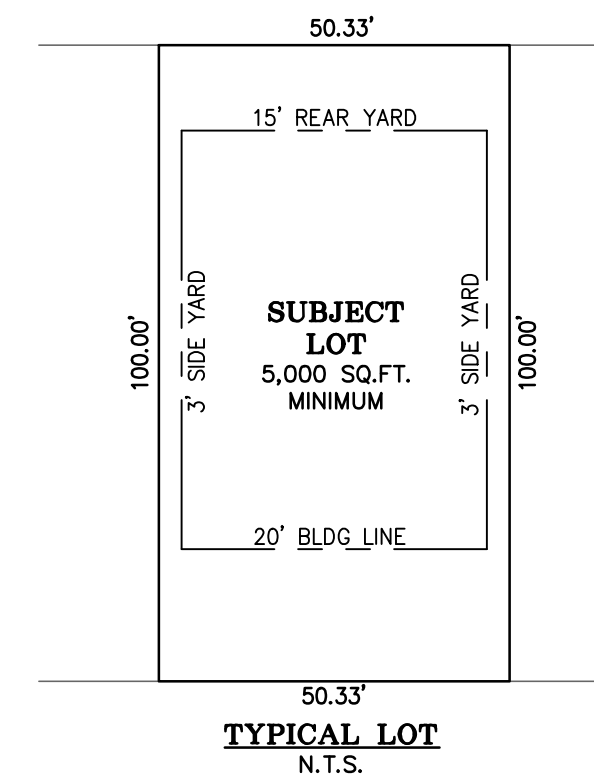
THIS IS TO CERTIFY THAT BY AUTHORITY OF ORDINANCE NO. \_\_\_\_\_,

DATED \_\_\_\_\_, 2020 THIS RECORD PLAT OF THE "MANORS AT LYNSTONE PARK" HAS BEEN APPROVED BY THE CITY OF SUNSET HILLS, MISSOURI, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CHAIRMAN, PLANNING & ZONING COMMISSION

MAYOR

CITY CLERK



DEVELOPMENT NOTES:

- SITE ADDRESSES:  
 403,405 RAYBURN AVE.  
 SAINT LOUIS, MO 63127  
 LOC.#25M510047(403), 25M520068(405)  
 339,340,401,402,407,408,409,411,415&421 SPEARS ST.  
 SAINT LOUIS, MO 63127  
 LOC.#25M510322(339), 25M510322(340), 25M510355(401)  
 25M513073(402), 25M520475(407), 25M520255(408)  
 25M520411(409), 25M520512(411), 25M522224(415)  
 25M522235(421)  
 413&424 HAND ST.  
 SAINT LOUIS, MO 63127  
 LOC.#25M520541(413), 25M522213(424)
- OWNER INFORMATION:  
 MANORS AT LYNSTONE PARK, LLC.  
 10025 OFFICE CENTER AVE., SUITE 114  
 ST. LOUIS, MO 63128
- AREA OF TRACT: 68,850 SQ FT. OR 1.58 ACRES±
- PRESENT ZONING: "R-6" RESIDENTIAL DISTRICT (CITY OF SUNSET HILLS)  
 "R-6" RESIDENTIAL DIMENSIONAL REQUIREMENTS  
 FRONT YARD SETBACK: 20 FEET  
 SIDE YARD SETBACK: 3 FEET  
 REAR YARD SETBACK: 15 FEET  
 MINIMUM SITE AREA: 5,000 SQ.FT.  
 MINIMUM LOT WIDTH: 40 FEET  
 MAXIMUM BUILDING HEIGHT: 40 FEET  
 MAXIMUM LOT COVERAGE: 60%

5. ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP 29189C0317 K DATED FEBRUARY 04, 2015, THIS DEVELOPMENT IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN.

6. THD DESIGN GROUP HAS USED EXCLUSIVELY THE TITLE COMMITMENT POLICY SUPPLIED BY LEADERS TITLE COMPANY, LLC, COMMITMENT NO. FR220413, HAVING AN EFFECTIVE DATE OF JULY 11, 2022. THE RESULTS OF THE SCHEDULE B, SECTION II ARE LISTED BELOW.

COMMITMENT NO. FR220413  
 ITEMS 1-11 : NOT OF SURVEY NATURE.

7. THD DESIGN GROUP HAS USED EXCLUSIVELY THE TITLE COMMITMENT POLICY SUPPLIED BY TRUE TITLE COMPANY, LLC, COMMITMENT NO. FR180517, HAVING AN EFFECTIVE DATE OF JULY 25, 2018. THE RESULTS OF THE SCHEDULE B, SECTION II ARE LISTED BELOW.

COMMITMENT NO. FR180517  
 ITEMS 1-9 : NOT OF SURVEY NATURE.

8. BASIS OF BEARINGS: GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM (2401), NAD'83, EAST ZONE.

9. ALL SURVEY MONUMENTS SHOWN AS TO BE SET HEREON SHALL BE ESTABLISHED WITHIN ONE CALENDAR YEAR OF THE RECORDING OF THIS PLAT.

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THD DESIGN GROUP, INC AT THE REQUEST AND FOR THE EXCLUSIVE USE OF SEBER PROPERTIES LLC, A MISSOURI LIMITED LIABILITY COMPANY AND SUNSET ORLEANS DEVELOPMENT LLC, A MISSOURI LIMITED LIABILITY COMPANY. WE HAVE DURING THE MONTH OF JULY, 2023, EXECUTED A BOUNDARY SURVEY AND BASED UPON SAID SURVEY, DURING THE MONTH OF OCTOBER, 2023, PREPARED A RECORD PLAT ON SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24, & 39-44 IN BLOCK 33 OF MEACHAM PARK AND LOTS 1-7 & 38-44 IN BLOCK 44 OF MEACHAM PARK, P.B. 3 P.G. 33, ST. LOUIS COUNTY MISSOURI, THE RESULTS OF WHICH ARE SHOWN HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH "MISSOURI STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS (2020R 90-60.010 TO 60.070) AS ADOPTED BY THE MISSOURI DEPARTMENT OF AGRICULTURE AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS". THIS SURVEY IS BASED ON RECORD SOURCES. THD DESIGN GROUP, INC. TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE AFORESAID RECORDS. RESULTS OF SAID SURVEY ARE SHOWN ON THE PLAT HEREON.

BRIAN J. FISCHER \_\_\_\_\_ DATE \_\_\_\_\_

**THD DESIGN GROUP, INC.**  
*"your solution for engineering and surveying"*  
 148 CHESTERFIELD INDUSTRIAL BLVD, STE. E, CHESTERFIELD, MO 63005  
 TEL. 636-294-2972  
 FAX. 636-294-3070  
 WEB. THDDESIGN.COM  
 Corporate Certificate of Authority #2011004412

A RECORD PLAT FOR  
**MANORS AT LYNSTONE PARK**  
 SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24,  
 & 39-44 IN BLOCK 33 OF MEACHAM PARK AND  
 LOTS 1-7 & 38-44 IN BLOCK 44 OF MEACHAM  
 PARK, P.B. 3 P.G. 33,  
 ST. LOUIS COUNTY, MISSOURI

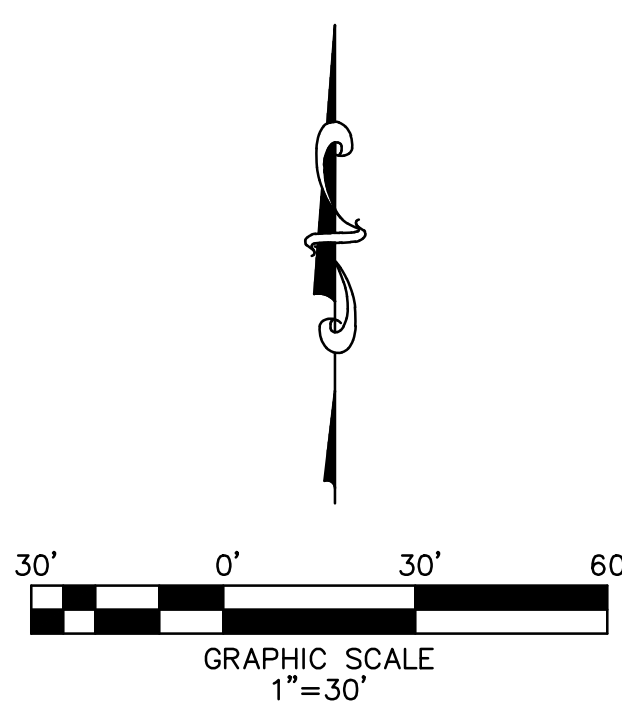


Date: Mar 12, 2024  
 Brian J. Fischer  
 License No. LS-002584  
 Professional Land Surveyor

PROJECT NUMBER: 23-5055

DATE: 03/12/2024

DRAWN BY: GAH

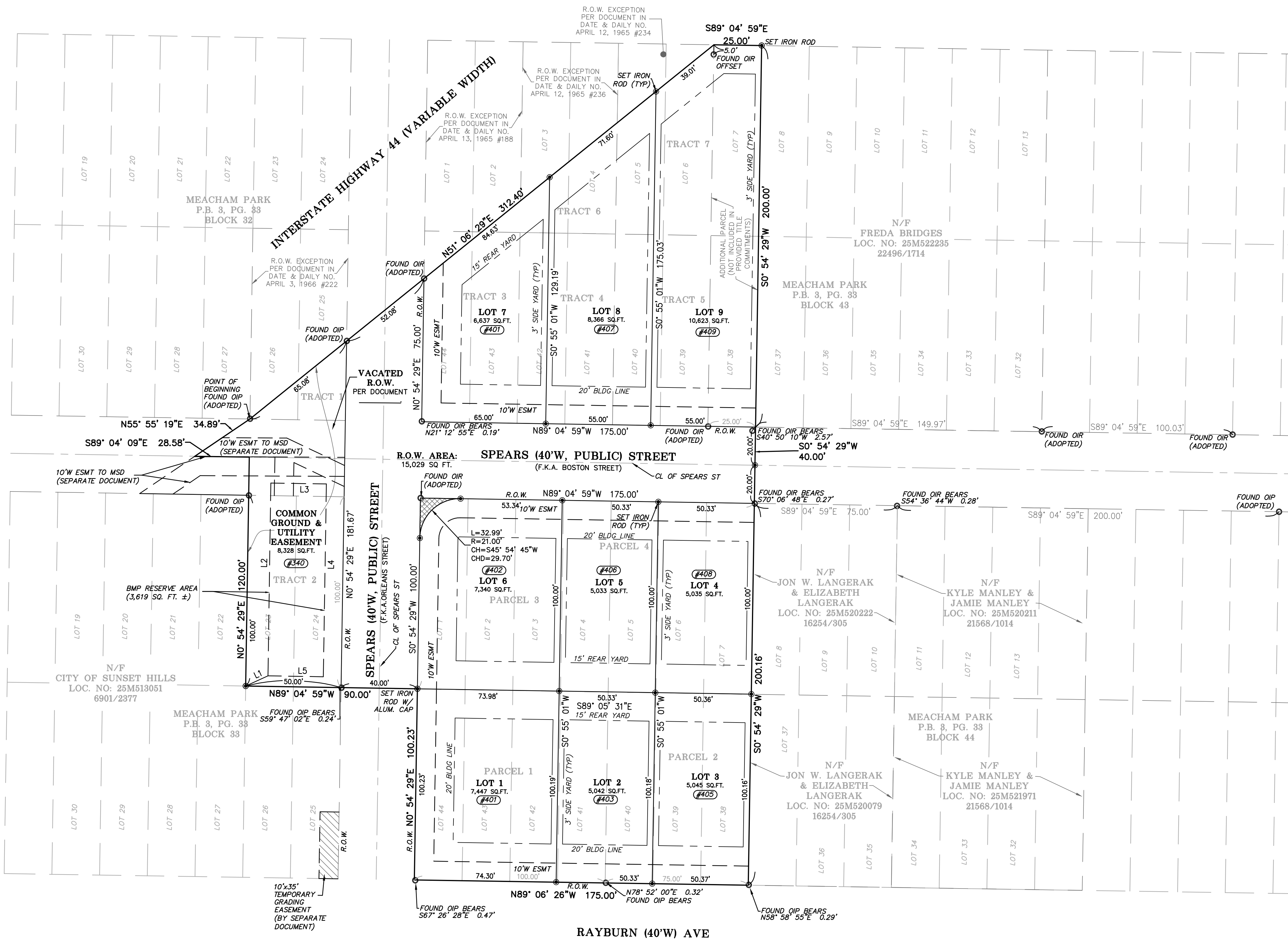


**LAND DESCRIPTION: (PER SURVEY)**

SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24, & 39-44 IN BLOCK 33 OF MEACHAM PARK AND LOTS 1-7 & 38-44 IN BLOCK 44 OF MEACHAM PARK, P.B. 3 P.G. 33, SOUTHEAST 1/2 OF SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST, SAINT LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE ON THE SOUTHEAST LINE OF MISSOURI INTERSTATE HIGHWAY 44 (VARYING WIDTH) AS PER THE INSTRUMENT RECORDED AS DAILY NUMBER 222 ON AUGUST 3, 1966, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 26 OF BLOCK 32 OF MEACHAM PARK, A SUBDIVISION RECORDED IN PLAT BOOK 3 AT PAGE 33 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE ALONG THE SOUTHEAST LINE OF SAID INTERSTATE HIGHWAY 44 NORTH 51 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 312.40 FEET TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK 43 OF SAID MEACHAM PARK PLAT, FROM WHICH A FOUND IRON ROD BEARS SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST 5.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A SET IRON ROD AT THE NORTHEAST CORNER OF SAID LOT 7 OF MEACHAM PARK; THENCE ALONG THE EASTERN LINE OF SAID LOT 7 AND ITS PROLONGATION SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF SPEARS STREET (40 FEET WIDE), FORMERLY KNOWN AS BOSTON STREET, FROM WHICH A FOUND IRON ROD BEARS SOUTH 40 DEGREES 10 SECONDS WEST 2.57 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID SPEARS STREET, FROM WHICH A FOUND IRON PIPE BEARS NORTH 70 DEGREES 06 MINUTES 48 SECONDS EAST 0.27 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7 OF BLOCK 44 OF SAID MEACHAM PARK PLAT; THENCE LEAVING THE SOUTH LINE OF SPEARS STREET AND ALONG THE EASTERN LINE OF SAID LOT 7 IN BLOCK 44 AND ITS PROLONGATION SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 200.16 FEET TO THE NORTH LINE OF RAYBURN AVENUE (40 FEET WIDE), FROM WHICH A FOUND IRON PIPE BEARS NORTH 58 DEGREES 55 MINUTES 55 SECONDS EAST 0.29 FEET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 38 OF BLOCK 44 OF SAID MEACHAM PARK PLAT; THENCE ALONG THE NORTH LINE OF RAYBURN AVENUE NORTH 89 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 175.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF RAYBURN AVENUE AND THE EAST LINE OF ORLEANS STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 44 OF SAID BLOCK 44, FROM WHICH AN FOUND IRON PIPE BEARS SOUTH 02 DEGREES 28 MINUTES 28 SECONDS EAST 0.47 FEET; THENCE ALONG THE EAST LINE OF SAID ORLEANS STREET NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST, A DISTANCE OF 100.23 FEET TO A SET IRON ROD AT THE SOUTHWEST CORNER OF LOT 23 OF BLOCK 33 OF SAID MEACHAM PARK PLAT; THENCE ALONG THE WEST LINE OF SAID LOT 23 AND ITS PROLONGATION NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST, A DISTANCE OF 120.00 FEET TO FOUND IRON ROD; THENCE NORTH 89 DEGREES 04 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.58 FEET TO A POINT; THENCE NORTH 55 DEGREES 19 SECONDS, A DISTANCE OF 34.89 FEET TO THE POINT OF BEGINNING, CONTAINING 83,639 SQUARE FEET OR 1.92 ACRES, MORE OR LESS AS PER THE SURVEY PERFORMED BY THD DESIGN GROUP DURING JULY, 2023.

Line #	Length	Direction
L1	12.85	S65° 21' 33.93"W
L5	29.01	S89° 00' 48.38"E
L4	101.10	N0° 55' 12.53"E
L2	101.06	N0° 51' 13.33"E
L3	29.13	N89° 05' 10.58"W



* FOUND CROSS	● SET IRON ROD
○ FOUND IRON PIPE	⊕ BENCHMARK

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A RECORD PLAT FOR  
**MANORS AT LYNSTONE PARK**  
 SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24, & 39-44 IN BLOCK 33 OF MEACHAM PARK AND LOTS 1-7 & 38-44 IN BLOCK 44 OF MEACHAM PARK, P.B. 3 P.G. 33, ST. LOUIS COUNTY, MISSOURI



Date: Mar 12, 2024  
 Brian J. Fischer  
 License No. LS-002584  
 Professional Land Surveyor

PROJECT NUMBER: 23-5055

DATE: 03/12/2024

DRAWN BY: MLP

---

Space Above Line for Recorder's Use Only

**DOCUMENT COVER SHEET**

**Title of Document:** **Indenture of Trust and Restrictions For Manors At  
Lynstone Park Homeowners Association, Inc.**

**Date of Document:** March 5<sup>th</sup>, 2024

**Grantor:** Manors at Lynstone Park, LLC

**Grantor's Mailing Address:** c/o Manors at Lynstone Park, LLC  
10025 Office Center Ave, Ste 114  
St. Louis, MO 63128

**Grantee:** Manors at Lynstone Park Homeowners Association, Inc.

**Grantee's Mailing Address:** c/o Manors at Lynstone Park Homeowners Association,  
Inc.  
10025 Office Center Ave, Suite 114  
St. Louis, MO 63128

**Legal Description:** Exhibit "A"

**Reference Book and Page:** Plat Book \_\_\_\_, Page \_\_\_\_

This instrument was prepared by  
and upon recordation should be returned to:

Stephen L. Kling, Jr., Esq.  
Jenkins & Kling, P.C.  
150 N. Meramec Avenue, Suite 400  
St. Louis, MO 63105

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**INDENTURE OF TRUST AND RESTRICTIONS FOR  
MANORS AT LYNSTONE PARK HOMEOWNERS ASSOCIATION, INC.**

This **INDENTURE OF TRUST AND RESTRICTIONS** (this “*Indenture*”) is made this \_\_\_ day of \_\_\_\_\_, 2024 by and among Manors at Lynstone Park, LLC, a Missouri limited liability company (hereinafter referred to as the “*Declarant*”) and Manors at Lynstone Park Homeowners Association, Inc, a Missouri not-for-profit corporation (the “*Association*”)

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference (the “*Property*”); and

**WHEREAS**, Declarant caused the Property to be subdivided into lots and common ground pursuant to a certain plat denominated “Manors at Lynstone Park” (the “*Community*”) recorded in connection herewith in the Recorder of Deeds Office of St. Louis County, Missouri (the “*Original Plat*”); and

**WHEREAS**, Declarant intends by this Indenture to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of attached and detached single-family residential structures and Property within the single family subdivision approved by the City of Sunset Hills, Missouri, which Community is made subject to this Indenture and any amendments hereto by the recording of this Indenture; and

**WHEREAS**, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property;

**NOW THEREFORE**, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Indenture and which shall be binding upon all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof, and which shall amend and restate the all of the easements, restrictions, covenants and conditions contained in the Original Indenture, including, without limitation, the First Amendment.

## ARTICLE I: DEFINITIONS

1.1 “***Areas of Common Responsibility***” means the Common Area, and drainage facilities together with the easement, license or other occupancy or use rights which the Association may have in any portion of the Property, or in other land or Property adjacent thereto whether as an appurtenance thereto or otherwise and which are intended to be devoted to the common use and enjoyment of the Owners of the Property, including, but not limited to, those areas, if any, upon a Lot, the maintenance, repair or replacement of which is the responsibility of the Association.

1.2 “***Association***” means Manors at Lynstone Park Homeowners Association, Inc., a Missouri nonprofit corporation, together with its successors and assigns. The “***Board of Directors***,” “***Directors***” or “***Board***” shall be the elected body of the Association.

1.3 “***Detached Residential Structure***” means any detached single family residential structures consisting of one (1) dwelling unit approved by applicable governmental entities and constructed on any Lot or Lots of the Property.

1.4 “***Class B Control Period***” means and refers to the period of time during which the Declarant is a Class B Member, as provided in Section 4.2 hereof.

1.5 “***Common Area***” means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.6 “***Common Expenses***” means the actual and estimated expenses of operating the Association, including any reasonable reserve.

1.7 “***Declarant***” means and refers to Manors at Lynstone Park, LLC, a Missouri limited liability company, or its successors, successors-in-title, or assigns who take title to any portion of the Property for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.8 “***Eligible Votes***” means those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

1.9 “***General Assessment***” means the assessments levied to fund expenses applicable to all Members of the Association.

1.10 “***Land Use Standards***” means those architectural control and land use standards, covenants, obligations and restrictions adopted and enforced by the Board or its designee, as presently existing and as may be amended from time to time.

1.11 “***Lot***” means a portion of the Property other than the Common Area intended for independent residential ownership and use as may be set out in this Indenture and as shall be shown on the subdivision plat filed and/or recorded contemporaneously with this Indenture or

amendments thereto. Unless the context otherwise indicates or requires, the term “*Lot*” includes any structure on the Lot.

1.12 “*Member*” means a person or entity entitled to membership in the Association as provided in this Indenture.

1.13 “*Owner*” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding contract purchasers and any party holding the fee simple title merely as security for the performance of an obligation. The term “Owner” shall include the Declarant.

1.14 “*Person*” means a natural person, a corporation, a partnership, a trustee or any other legal entity.

1.15 “*Special Assessment*” means an assessment levied in accordance with Article VIII of this Indenture.

1.16 “*Voting Members*” means those Members entitled to vote hereunder and who vote at any Association meeting.

## **ARTICLE II: ELECTION OF BOARD OF DIRECTORS**

2.1 Original Directors. The original directors (together with their successors being hereinafter referred to as a “Director” or the “Directors”), who shall serve on the Board shall be Salvatore Vitale, Steve Bersche and Deanna Thompson who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided.

2.2 Election of Directors. At such time as fifty percent (50%) of the total Lots authorized to be developed in the Property have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of one (1) original Director (or his or her appointed successor) as a Director, and an additional Director shall be elected by the then Class A Members, who shall serve until such time as one hundred percent (100%) of the total authorized Lots have been improved, sold, and conveyed for residential use, and are ready for residential use. At such time as ninety-five percent (95%) of the Lots authorized to be developed in the Property have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of a second (2nd) original director (or his or her appointed successor) as Director, and an additional Director shall be elected by the then class A Members, who shall serve until such time as one hundred percent (100%) of the total authorized Lots have been improved, sold, and conveyed for residential use, and are ready for residential use. At such time as one hundred percent (100%) of the Lots authorized to be developed in the Property shall have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of the three (3) Directors then serving hereunder, whether original Directors or elected as hereinabove provided, and the then Class A Members shall elect a like number of successor Directors, one of which shall be elected to serve for a one (1) year period, one of which shall be elected to serve for a two (2) year period,

and one of which shall be elected to serve for a three (3) year period from the date of election. Thereafter, all Directors shall be elected for terms of three (3) years each.

2.3 Qualification of Directors. Any Director elected under the provisions of this Article II shall be a Lot Owner of the Property, and if such Owner sells his or her Lot or resigns (except as provided in Section 2.2 above), refuses to act, becomes disabled, or dies, the remaining Directors shall appoint another Owner to act as Director for the unexpired portion of the term of the director no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies on the Board, St. Louis County, Missouri or its successors may upon the petition of any concerned resident or Owner in the Property appoint one or more Directors to fill the vacancies until such time as Directors are selected in accordance with this Indenture. Any person so appointed who is not an Owner within the Property shall be allowed a reasonable fee for his/her services in the order of appointment which fee shall be levied as a Special Assessment against the Lot and which fee shall not be subject to any limitations on Special Assessments contained in this Indenture or elsewhere.

2.4 Officers. Following each annual meeting of the Association as provided for herein, the Board of Directors shall designate one (1) of its members to serve as Chairperson and President, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

2.5 Election of Directors. There shall be an annual meeting of the Association to be held on the first Saturday of August of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Louis. No less than ten (10) days' notice in writing to each Member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. Any Class A Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Directors.

2.6 Quorum.

(a) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. A quorum shall be deemed present at a meeting of the Association if the Members in attendance at the beginning of the meeting represent at least twenty percent (20%) of the votes eligible to vote at the time of the meeting. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

(b) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

### **ARTICLE III: PROPERTY RIGHTS**

3.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Areas of Common Responsibility, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following conditions:

(a) The right of the Board to suspend an Owner's voting rights for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty days;

(b) The right of the Declarant, with regard to the Property which may be owned for the purpose of development, to grant easements in and to the Property to any public agency, authority, or private or public utility for such purposes as benefits the Property or portions thereof and Owners or their respective Lots contained therein, and to exercise any and all other rights granted to it hereunder;

(c) The right of the Declarant and the Board to borrow money for the purpose of improving the Areas of Common Responsibility or any portion thereof, and to give as security for the payment of any such loan a mortgage conveying any portion of such Areas of Common Responsibility;

(d) The right of the Board to dedicate or transfer all or any portion of the Areas of Common Responsibility to any public agency, authority, or private or public utility for such purposes and subject to such conditions as may be agreed to by the Board and such agency, authority or utility;

(e) The right of the Directors to take such steps as are reasonably necessary to protect the Areas of Common Responsibility against foreclosure;

(f) The right of the Directors to promulgate rules and regulations governing the use of Areas of Common Responsibility;

(g) The right of the Directors to grant such easements and rights of way to such utility companies or public agencies or authorities or other entities as it shall deem necessary or appropriate; and

(h) The right of the Directors to (i) have access to Areas of Common Responsibility, and (ii) enter into licensing and similar agreements with Persons, all for and in connection with the operation, maintenance and supervision of Areas of Common Responsibility, and for the provision of necessary services to the Property for the mutual benefit of all Owners.

3.2 No Amendment. Article III, Section 3.1(b) may not be amended without the prior written consent of Declarant during Class B Control Period, the County of St. Louis, and any other applicable governmental entity or representative.

3.3 Use Restrictions. The Property shall be used only for residential and related purposes. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in this Indenture as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and enforce standards and restrictions governing the use of the Lots and the Areas of Common Responsibility. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association by a majority of Voting Members of each Class of Members present at such meeting.

The Indenture may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

(a) Aerials and Antennas. No radio or television or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support therefor, shall be erected, installed, placed, or maintained on any of the Property unless such aerials, antenna, dish, tower, or other transmitting or receiving structure, together with the location thereof, is erected, installed, placed, or maintained upon prior written approval of the Board of Directors.

(b) Exterior Lighting. No exterior lighting fixture (other than standard and security fixtures approved by the Board of Directors of the Association or installed by Declarant) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of any adjacent Property. All modifications of or additions to exterior lighting must be approved by the Board of Directors.

(c) Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Areas of Common Responsibility necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

(d) Use of Lots. Each Lot (including Attached Residential Structures) shall be used for single family residential purposes only. No trade or business of any kind may be conducted. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Indenture, the Bylaws, and the rules and regulations adopted hereunder and thereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Areas of Common Responsibility or any part thereof to increase the rate of insurance on the Property or any part thereof over what the Association, out for such activity, would pay. Noxious, destructive or offensive, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Areas of Common Responsibility or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which would reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

(e) Use of Areas of Common Responsibility. No planting or gardening and no fences, hedges or walls shall be erected or maintained upon the Areas of Common Responsibility, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or its designee. Except for the right of ingress and egress, the Owners of Lots may use the property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

No resident of the Property shall be denied the use of the Areas of Common Responsibility including, without limitation, open spaces and other common grounds, for any reason related to the extension, if any, of such privilege to residents outside the Property. All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Property shall be applied equally to all such residents, and all rules and regulations promulgated pursuant to this Indenture with respect to residents outside the Property shall be applied equally to all such non-residents.

(f) Signs. No advertisement, billboard or other sign of any kind shall be displayed to the public view on any Lot or the Areas of Common Responsibility without the prior written consent of the Board or its designee, except customary name and address signs and one (1) sign per lot in size no greater than 5 feet by 5 feet advertising the sale or lease of such Lot. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Areas of Common Responsibility, including, but not limited to, subdivision entrance signs and monuments and promotional signs. Declarant, at all times during the Class B Control Period, shall have the right to erect and/or display signs in connection with the development of the Property

and the sale, lease, rental and/or construction of improvements on the Lots, and to erect reasonable signs endorsing political candidates and/or issues.

(g) Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Areas of Common Responsibility and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, canceled, or modified by the Board or the Association in a regular or special meeting by the vote of a majority of each class of Members present at such meeting. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article VIII. Sanctions may also include suspension of the right to vote and the right to use the Areas of Common Responsibility. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce city ordinances and other applicable laws or permit applicable jurisdictions to enforce the same with regard to the Property for the benefit of the Association and its Members.

(h) Declarant's Reserved Easement. Notwithstanding any provisions contained in the Indenture to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant and its successors and assigns over, under, in and/or on the Community, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Property. The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to:

(i) The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on or in the Property; the right to tie into any portion of the Property with driveways, parking areas, and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), construct, replace, relocate, maintain and repair any device which may now or hereafter provide utility or similar services, including, without limitation, private or public electrical, telephone, natural gas, water, sanitary sewer and drainage lines and facilities constructed or installed in, on, under, and/or over the Property (including, but not limited to, grinder pumps and other necessary sewer-related facilities).

(ii) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction and sale by Declarant of residences and/or Lots in the Property.

(iii) No rights, privileges and easements granted or reserved herein may be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered,

conveyed or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege or easement by express reference thereto.

(iv) This Section 3.3(h) may not be amended without the written consent of Declarant, St. Louis County, Missouri and any other applicable governmental entity or representative.

(i) Occupancy and Age. There shall be no more than two (2) permanent residents per number of bedrooms in any residence located on a Lot. For purposes of this paragraph, anyone who resides in a Community residence for more than four (4) consecutive weeks or for more than eight weeks (8) in any calendar year, shall be deemed a permanent resident.

(j) Storage and Parking of Vehicles. Except for one (1) standard automobile per Lot, which shall be well screened from view of other Lot Owners, there shall be no outside storage or parking upon any Lot or the Areas of Common Responsibility of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for each Owner's automobile within the parking spaces in the Owner's garage and for visitors temporarily parking in accordance with rules and regulations designated and promulgated by the Board. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Areas of Common Responsibility, except for emergency repairs and then only to the extent necessary to enable movement thereof to a proper repair facility.

(k) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that no more than a total of two (2) dogs, cats or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purposes.

Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on any portion of the Property without the prior written approval of the Board of Directors, nor shall pets be kept tied to any structure outside the Lot. The keeping of pets and their ingress and egress upon the Property shall be subject to such rules and regulations as may be issued by the Board of Directors. Pets shall be on a leash at all times when outside a Lot, and shall be allowed only upon the Common Area. The Owner of such pet shall immediately remove feces left upon the Common Area by his or her pet.

If an Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Area. The Board of Directors may subject ingress, egress, use or travel upon the Common Area to a user fee, which may be a general fee for all similarly-situated persons or a specific fee imposed for failure of an Owner or occupant to abide by the rules, regulations and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice by the Board of Directors.

(l) Occupants Bound. All provisions of the Indenture and of any rules or regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

(m) Leasing. Residences may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Indenture, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of non-compliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. All leases must have a term of at least one (1) year, be for a market monthly rent and require a \$500.00 deposit to be given to the Directors as a condition of such lease, to be held during the lease term and to protect against tenant violations or damage to Areas of Common Responsibility.

(n) Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any subject, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants, animals, or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the Property.

(o) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

(p) Clothes Lines, Garbage Cans, Tanks, Woodpiles, Etc. There shall not be allowed any above-ground or below-ground tanks on any of the Property. All clothes lines, garbage cans, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

(q) Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior approval of the Board of Directors of the Association and the applicable governmental entity.

(r) Firearms. The use of firearms within the Property is prohibited.

(s)  Pools. No above-ground pool shall be erected, constructed or installed on any Lot.

(t)  Irrigation. No sprinkler or irrigation systems of any type which draw upon water from sources other than those available through a public water utility, shall be installed, constructed or operated within the Property unless prior written approval has been received from the Association or Declarant.

(u)  Tents, Trailers and Other Structures. Owners or occupants shall not place upon a Lot or any part of the Property any tent, trailer, utility shed, shack, detached garage, barn or other form of outbuilding or any other structure of a permanent or temporary nature unless consent shall have been obtained from the Board of Directors.

(v)  Drainage. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a perpetual easement across the Property for the purposes of altering drainage and water flow.

(w)  Utility Lines. Except for those utility lines established by or at the direction of Declarant, no overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and electrical lines established along the outer boundaries of the Property.

(x)  Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning unit shall be installed in any residence located on a Lot.

(y)  Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, flags and similar items must be approved in advance by the Board of Directors.

(z)  Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.

(aa)  Lighting. Except for seasonal Christmas decorative lights, which may be displayed between November 25 and January 10 only, all exterior lights must be approved by the Board of Directors.

(ab)  Fences. No dog runs, animal pens, or similar structures of any kind shall be permitted on any Lot. No chain link fences shall be allowed; fences of other material may be erected, but only as approved by the Board of Directors.

(ac)  On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property, except that up to five (5) gallons of fuel may be

stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

3.4 Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association for any public purpose, the Directors, during the period in which they are serving hereunder and until his or her appointed or elected successor shall serve hereunder, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Directors need be made parties, and in any event the proceeds received shall be held by the Directors for the benefit of those entitled to the use of the Areas of Common Responsibility.

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

4.1 Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Indenture shall be deemed to have a membership in the Association. Membership shall be appurtenant and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event that an Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse but in no event shall more than one vote for each Class of membership applicable to a particular Lot be cast for such Lot.

4.2 Voting. The Association shall have two classes of membership, Class A and Class B, as follows:

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled on all issues to one vote for each Lot in which they hold an interest required for membership by Section 4.1 of this Article. There shall be only one vote per Lot; provided, however, no vote shall be cast or counted for any Lot not subject to assessment or is more than sixty (60) days delinquent in paying any General Assessment or Special Assessment. Votes may be in person or by proxy using a proxy form approved by the Directors.

(b) Class B. Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall be entitled to three (3) votes for each class A member existing at any one time and may be cast in person or by proxy. The Class B Membership shall terminate upon the happening of the earlier of the following:

(i) The date upon which no portion of the Property is owned by Declarant; or

- (ii) The date which is ten (10) years from the date of this Indenture.

#### **ARTICLE V: MAINTENANCE**

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance in effect, of all landscaping and flora, structures and improvements situated upon the Areas of Common Responsibility.

In the event the Board of Directors of the Association, by a two-thirds (2/3) vote determines (i) that any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair or replacement of items for which he or she is responsible hereunder; (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete the maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within the fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense and the cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

5.2 Owner's Responsibility in General. All maintenance of the Lot and all parts, both interior and exterior, of the residence and any other permitted structures located thereon shall be the responsibility of the respective Owner, and each Owner shall maintain and keep in good repair such property and all improvements in a manner consistent with the Community Wide Standard of the Community.

#### **ARTICLE VI: NO PARTITION**

6.1 No Partition. Except as is permitted in this Indenture and any amendments hereto, there shall be no physical partition of the Areas of Common Responsibility or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property have been removed from the provisions of this Indenture. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be or become subject to this Indenture.

**ARTICLE VII: RIGHTS, DUTIES, POWERS  
AND OBLIGATIONS OF THE BOARD**

7.1 Areas of Common Responsibility. The Board, subject to the rights of the Owners set forth in this Indenture, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this Indenture and the By-Laws. The Board shall also have the authority to participate in and contest, if necessary, any development proposal for any part of the Property or any Common Area, or any real property adjacent or nearby the Property or any Common Area, if requested by a majority of the Owners. In such regard, the Board is authorized to engage and pay professionals, including attorneys' fees and engineers, from General Assessments and Special Assessments, if the Board in its discretion deems beneficial or advisable. The Bio-Retention in the Common Ground Area will also be the responsibility of the Owners to maintain in good operating conditions. A trust indenture shall provide for the proper and continuous maintenance and supervision of common land and required water quality BMP Reserve Area by trustees to be selected and to act in accordance with the terms of such indenture and the common land shall be deeded to the trustees under said indenture by general warranty deed. Any alterations of the common land or improvement will require the submission of detailed improvement plans and will be considered a required improvement; the submission shall be made to and approved by the Planning and Zoning Commission.

7.2 Services. The Board may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Board on behalf of the Association or by any person or entity with whom or with which it contracts. The Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Indenture. The Board may, but shall not be required to, arrange as an Association expense with third parties under contract or other agreement to furnish water, trash collection, sewer service and other common and/or utility services to the Property.

7.3 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of any form of interest, ownership or otherwise, in and to tangible and intangible personal property and real property in the interest of the health, welfare, safety, recreation, entertainment, education, and for the general use by, the Owners of the Property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests located within the Property which are conveyed to it.

7.4 Implied Rights. The Board, acting on behalf of the Association, may exercise any other right or privilege given it expressly by this Indenture or the By-Laws, and every other right

or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The foregoing shall include, but not be limited to, the right to borrow money, execute necessary instruments and agreements in connection therewith, and encumber by mortgage, security agreement or otherwise, such real and personal property as may be required and/or necessary to obtain such borrowed funds.

7.5 Self-help. In addition to any other remedies provided for herein, the Board, acting on behalf of the Association, or its duly authorized agent shall have the power to enter upon any Lot or any portion of the Areas of Common Responsibility to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Indenture, the By-Laws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

7.6 Right of Entry. The Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter into Lots and all improvements located thereon for emergency, security, or safety purposes, which rights may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, utility personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot.

## **ARTICLE VIII: ASSESSMENTS**

8.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots, including the maintenance of real and personal property and for the Directors to exercise their rights, powers and duties hereunder, all as may be more specifically authorized from time to time by the Board of Directors.

8.2 Creation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

- (a) Annual General Assessments;
- (b) Special Assessments, such assessments to be established and collected as hereinafter provided; and
- (c) Specific assessments against any particular Lot which are established pursuant to the terms of this Indenture, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Indenture. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorneys' fees actually incurred, shall be a charge on the applicable Lot and shall be a continuing lien upon the Lot against which each assessment is made.

8.3 Computation of General Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget is to be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and special expenses, if any. The Board shall cause a copy of the budget, and the amount of the General Assessments to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the General Assessments shall become effective immediately following approval by a majority of the Board of Directors during such meeting. Notwithstanding the foregoing, the initial general assessment shall be **\$300.00** per year, prorated for any part year of initial ownership by Lot purchasers (excluding Declarant).

8.4 Special Assessments. In addition to the other assessments authorized by this Article, the Association may levy Special Assessments in any year for the purposes allowed in this Indenture. So long as the total amount of Special Assessments allocable to each Lot does not exceed **\$100.00** in any one fiscal year or is otherwise expressly permitted herein, the Board may impose the Special Assessment without approval of the Voting Members. Any Special Assessment which would cause the amount of Special Assessments allocable to any Lot to exceed the foregoing limitation shall be effective only if approved by a vote of the majority of Voting Members (Class A Members only) present at the meeting called for such vote, Special Assessments the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is opposed.

8.5 Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Lot prior and superior to all other liens, except (a) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages and deeds of trust) (a "First Mortgage") made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessments shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessments, its equal pro rata share of the assessments that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the vote of a Member who is in default and payment of any assessment.

8.6 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due are delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in the amount which the Board may from time to time determine. The Association shall give a notice of delinquency to any member who is not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days of the due date, a lien, as provided in this Article, shall attach and shall include the late charge, interest on the principal amount due (said interest being set by the Board, but which shall not to exceed the maximum legal rate), and all late charges from the date first due, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. If the assessment remains unpaid after sixty (60) days from the due date, the Association may, as determined by the Board, institute suit to collect the amounts due and to foreclose the lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as other liens for the improvement of real property may be foreclosed. The liens provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise exempt herself or himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Areas of Common Responsibility, or abandonment of the Lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Indenture or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then interest, then to delinquent assessments, then to any unpaid installments of the annual General Assessment or Special Assessments which are not the subject matter of suit, in the order of their coming due, and then to any unpaid installments of the annual General Assessment or Special Assessment which are the subject matter of the suit, in the order of their coming due.

8.7 Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets in connection with the Areas of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association as shown on the capital budget, with respect to both amount and timing by annual capital improvement assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget General Assessment, as provided in Section 8.3 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

8.8 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Indenture on the first day of the month following the conveyance by the first Lot by the Declarant to a Class A Member and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date upon which the Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

- (a) the Lot becomes subject to this Indenture; or
- (b) The appropriate official of the applicable governing entity issues a certificate of occupancy or its equivalent stating that the residence located on the applicable Lot is substantially complete and available for occupancy.

8.9 Subordination of the Lien to First Mortgages. The lien of the assessments, including interest, late charges, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any First Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to judicial or non-judicial foreclosure of a First Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a First Mortgage of record or other purchaser of a Lot obtains title, his or her successors or assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which become due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all the Lots, including such acquirer, his or her successors or assigns.

8.10 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments and Special Assessments:

- (a) All Areas of Common Responsibility;
- (b) All property dedicated to and accepted by any governmental authority or private utility, including, without limitation, schools, streets and parks, together with all other Property exempted from taxation under the laws of Missouri;
- (c) All Lots owned by Declarant before title to such Lots has been transferred to the first purchaser thereof at retail (as opposed to sales in bulk or at wholesale to others for development or resale).

8.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such events, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any short falls in collections may be assessed retroactively by the Association.

## **ARTICLE IX: ARCHITECTURAL STANDARDS**

**9.1 General Authority.** The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions made by it hereunder.

No construction, which term shall include within its definitions staking, clearing, excavation, grading and other site work, shall take place except in strict compliance with this Section 9.1, until the requirements thereof have been fully met, and until the approval of the Board of Directors has been obtained.

(a) The Board shall have the exclusive jurisdiction over all original construction on any portion of the Property. The Board of Directors shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the Board of Directors shall have sole and full authority to prepare and amend the standards and procedures. It shall make both available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Property and who shall conduct their operations strictly in accordance therewith.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Board for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence in any color desired. In the event the Board fails to approve or disapprove such plans or to request additional information reasonably required within 60 days after submission, the plans shall be deemed disapproved.

**9.2 No Waiver of Future Approvals.** The approval of the Board 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 said Board 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 whatever subsequently or additionally submitted for approval or consent.

**9.3 Variance.** The Board may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Indenture, or (c) estop the Board from denying a variance in other circumstances.

9.4 Limitation of Liability. Neither the Board or any agent thereof, nor Declarant or any of its employees, agents or consultants shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the provisions of this Indenture, nor for any structural or other defects in any work done according to such plans and specifications.

## **ARTICLE X: INSURANCE**

10.1 Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain blanket all-risk insurance if reasonably available for all insurable improvements on the Areas of Common Responsibility. If blanket all-risk insurance is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover 100% of the replacement cost of any repair or reconstruction in the event of damage or destruction of any insured hazard.

The Board shall also obtain a public liability policy covering the Areas of Common Responsibility, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. Public liability shall have at least a \$1,000,000.00 single-person limit as respect to bodily injury and property damage; a \$2,000,000.00 limit per occurrence if reasonably available; and a \$500,000.00 minimum property damage limit.

Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses of the Association and shall be included in the General Assessment as defined in Article I and as more particularly described in Article VIII hereof. All policies may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and, in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All such insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in paragraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in Missouri.

(b) All policies on the Areas of Common Responsibility shall be for the benefit of the Owners and their Mortgages as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having and interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the St. Louis area.

10.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Indenture, each Owner covenants and agrees with all other Owners and with the Association that each such individual Owner shall carry all such casualty, liability and other insurance on the Lot and structures located thereon as shall be established by Community-Wide Standard or the Association. Each individual Owner further covenants and agrees that in the event of a partial loss or damage or destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

10.3 Disbursement of Proceeds: Areas of Common Responsibility. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed and payment of such repairs or reconstruction is hereinafter provided. Any proceeds remaining after defraying such cost of repairs or reconstruction to the Areas of Common Responsibility, or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owners and their respective Mortgagees as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

(b) If it is determined, as provided in Section 10.4 of this Article, that the damage or destruction to the Areas of Common Responsibility for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in a manner as provided for excess proceeds in Section 10.3(a) of this Article X.

10.4 Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this

paragraph, means repairing or restoring the properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Areas of Common Responsibility shall be repaired or reconstructed unless a majority of the Voting Members present at a meeting in which such vote is held shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Areas of Common Responsibility damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Areas of Common Responsibility shall not be repaired or reconstructed and no alternative improvements, are authorized then and in that event the properties shall be restored to their natural state and maintained as an undeveloped portion of the Areas of Common Responsibility by the Association in a neat and attractive condition.

10.5 Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners as permitted in Article VIII hereof.

## **ARTICLE XI: CONDEMNATION**

11.1 Condemnation. Whenever all or any part of the Areas of Common Responsibility shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Areas of Common Responsibility on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any Property submitted to the Indenture, and Voting Members representing at least 75% of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace the improvements so taken on the remaining Areas of Common Responsibility to the extent lands are available for the restoration or replacement of improvements, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions of Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Areas of Common Responsibility, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds

shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

## **ARTICLE XII: GENERAL PROVISIONS**

12.1 Duration. The provisions of this Indenture shall run with and bind the land and shall be and remain in effect until such time as all plats of the Community may be vacated by the County of St. Louis, Missouri, or its successors, after which period of time fee simple title to the Areas of Common Responsibility shall vest in the Record Owners of all Lots in the Property as tenants in common. The rights of said tenants in common shall be appurtenant to and in conjunction with their ownership of Lots in said Plats and any conveyance and change of ownership of any Lot shall carry with it ownership in Areas of Common Responsibility so that none of the Owners of Lots and none of the Owners of the Areas of Common Responsibility shall have such rights of ownership as to permit them to convey their ownership interest in the Areas of Common Responsibility except as is incident to the ownership of a Lot, and any sale of any Lot shall carry with it, without specifically mentioning it, all the incidents of ownership of the Areas of Common Responsibility; provided, however, that all of the rights, powers, and authority conferred upon the Directors constituting the Board shall continue to be possessed by said Directors.

Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall automatically be extended for successive periods of fifteen (15) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded, agreeing to terminate this Indenture as of the end of any such fifteen (15) year period, but in no event prior to the vacation of all plats of the Property by the St. Louis County, Missouri, or its successors or other applicable government authority or agency; (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the then Lot Owners in such subdivision by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

12.2 Amendment. This Indenture may be amended unilaterally at any time and from time to time by Declarant (with proper governmental approval) (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Indenture; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this

Indenture; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the lots subject to this Indenture; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Class B membership exists, Declarant may unilaterally amend this Indenture for any other purpose (with proper governmental approval); provided, however, any such amendment shall not materially adverse the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Indenture may be amended (with proper governmental approval) upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Class A Members present at the meeting in which such vote is held, and the consent of Declarant, so long as the Class B Period remains in effect. Amendments to this Indenture shall become effective upon recordation in the St. Louis County, Missouri records, unless a later effective date is specified therein.

No amendment, modification or change to this Indenture shall reduce or modify the obligation or right granted to or imposed upon the Directors or to eliminate the requirement that there be Directors unless some persons or entity is substituted for the Directors with their responsibilities and duties in a manner approved by the County of St. Louis, Missouri.

12.3 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or any other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

12.4 Easements for Utilities. There is hereby reserved, granted and dedicated to the Association and all private and public utilities now or hereafter providing services to the Community perpetual blanket easements upon, across, above, and under all property within the Community for access, ingress, egress, installation, construction, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm water and drainage and, as to the Association only, any other service, such as, but not limited to, a master television antenna system, a cable television system, or security system which the Association might have installed

to serve the Community. It shall be expressly permissible for the Association, or its designee, as the case may be, or such public or private utility, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

12.5 Easements of Encroachment; Reciprocal Easements Between Lots for Maintenance.

(i) There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Areas of Common Responsibility adjacent thereto or as between adjacent Lots due to the unintentional placement or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Areas of Common Responsibility or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

(ii) There shall be reciprocal appurtenant easements as between all adjacent Lots to a distance of not more than seven feet, as measured from any point on the common boundary between said adjacent Lots, along a line perpendicular to such boundary at such point, for the maintenance, restoration and repair by each Owner, the Association and all applicable utility companies of all structures and other improvements (including utilities) located on each such adjacent Lot.

12.6 Reservation for Expansion. Declarant hereby reserves to itself and for Owners in all future phases, a perpetual easement and right-of-way for access over, upon and across the Property for construction, utilities, drainage, ingress and egress, and for use of the Areas of Common Responsibility. The location of these easements and rights-of-way must be approved and documented by Declarant or the Association by recorded instruments.

12.7 Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot or structure located thereon for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

12.8 Construction and Sale. Notwithstanding any provisions contained in the Indenture to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on portions of the Areas of Common

Responsibility such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the Construction or sale of such Lots and the structures located thereon, including, but not limited to, business offices, signs, model units and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the recreational facilities, if any, which may be owned by the Association, as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of (a) ten (10) years from the date of this Indenture, or (b) upon the Declarant's recording of a written statement that all sales activity has ceased.

12.9 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

12.10 Severability. Invalidation of any one of the covenants or restrictions contained in this Indenture by judgment or court order shall not in any way affect any other provisions, which shall remain in full force and effect.

12.11 Captions. The captions of each Article and Section hereof, as to the contents of each Article and each Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

12.12 Phases. Nothing herein shall limit or restrict the Declarant or any other builder-developer from developing the Property in phases.

12.13 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, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Areas of Common Responsibility within the Property.

12.14 Compliance with Laws, Etc. Notwithstanding any other condition herein, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, Missouri and any other governmental entity, of which the Property may become a part. Specifically, but not by way of limitation, the Board of Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

Nothing contained in this Indenture, or in any amendment or modification hereto, is intended to or will impose any duty, responsibility, obligation or liability on the part of the County

of St. Louis for the benefit of the Association, the Directors, Members or the Owners of any Lots within the Property.

**IN WITNESS WHEREOF**, the undersigned have executed this Indenture this \_\_\_\_ day of \_\_\_\_\_, 2023.

“DECLARANT”

**MANORS AT LYNSTONE PARK, LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“BOARD OF DIRECTORS”

**MANORS AT LYNSTONE PARK  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing is hereby consented to this \_\_\_\_ day of \_\_\_\_\_, 2024.

[“LENDER(S)”]

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is a \_\_\_\_\_ of Manors at Lynstone Park, LLC, a limited liability of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said officer 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 in the County and State aforesaid on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that she or he is a \_\_\_\_\_ of Manors at Lynstone Park Homeowners Association Inc., a Missouri not-for profit corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said officer 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 in the County and State aforesaid on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that she or he is a \_\_\_\_\_ of Manors at Lynstone Park Homeowners Association Inc., a Missouri not-for profit corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said officer 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 in the County and State aforesaid on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that she or he is a \_\_\_\_\_ of Manors at Lynstone Park Homeowners Association Inc., a Missouri not-for profit corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said officer 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 in the County and State aforesaid on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that she or he is a \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ of the State of Missouri, and that said instrument was signed and sealed in behalf of said \_\_\_\_\_ by authority of its board of directors and said officer 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 in the County and State aforesaid on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**EXHIBIT "A"**

*(Legal Description)*

LAND DESCRIPTION

MANORS AT LYNSTONE PARK SUBDIVISION

ST. LOUIS COUNTY, MISSOURI

THD PROJECT NO. 23-5055

MARCH 15, 2024

SEVERAL TRACTS OF LAND BEING LOTS 1-6, 23-24, & 39-44 IN BLOCK 33 OF MEACHAM PARK AND LOTS 1-7 & 38-44

IN BLOCK 44 OF MEACHAM PARK, P.B. 3 P.G. 33, SOUTHEAST 1/2 OF SECTION 12, TOWNSHIP 44 NORTH, RANGE 5

EAST, SAINT LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE ON THE SOUTHEAST LINE OF MISSOURI INTERSTATE HIGHWAY 44 (VARYING

WIDTH) AS PER THE INSTRUMENT RECORDED AS DAILY NUMBER 222 ON AUGUST 3, 1966, SAID POINT ALSO BEING

THE SOUTHWEST CORNER OF LOT 26 OF BLOCK 32 OF MEACHUM PARK, A SUBDIVISION RECORDED IN PLAT BOOK

3 AT PAGE 33 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG THE SOUTHEAST LINE OF SAID INTERSTATE HIGHWAY 44 NORTH 51 DEGREES 06 MINUTES 29

SECONDS EAST, A DISTANCE OF 312.40 FEET TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK 43 OF SAID

MEACHUM PARK PLAT, FROM WHICH A FOUND IRON ROD BEARS SOUTH 00 DEGREES 54 MINUTES 29 SECONDS

WEST 5.00 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A SET IRON ROD AT THE

NORTHEAST CORNER OF SAID LOT 7 OF MEACHUM PARK;

THENCE ALONG THE EASTERN LINE OF SAID LOT 7 AND ITS PROLONGATION SOUTH 00 DEGREES 54 MINUTES 29

SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF SPEARS STREET (40 FEET WIDE), FORMERLY

KNOWN AS BOSTON STREET, FROM WHICH A FOUND IRON ROD BEARS SOUTH 40 DEGREES 50 MINUTES 10

SECONDS WEST 2.57 FEET;

THENCE SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID SPEARS STREET, FROM WHICH A FOUND IRON ROD BEARS SOUTH 70 DEGREES 06 MINUTES 48 SECONDS EAST 0.27 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7 OF BLOCK 44 OF SAID MEACHUM PARK PLAT;

THENCE LEAVING THE SOUTH LINE OF SPEARS STREET AND ALONG THE EASTERN LINE OF SAID LOT 7 IN BLOCK 44 AND ITS PROLONGATION SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 200.16 FEET TO THE NORTH LINE OF RAYBURN AVENUE (40 FEET WIDE), FROM WHICH A FOUND IRON PIPE BEARS NORTH 58 DEGREES 58 MINUTES 55 SECONDS EAST 0.29 FEET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 38 OF BLOCK 44 OF SAID MEACHUM PARK PLAT;

THENCE ALONG THE NORTH LINE OF RAYBURN AVENUE NORTH 89 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 175.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF RAYBURN AVENUE AND THE EAST LINE OF ORLEANS STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 44 OF SAID BLOCK 44, FROM WHICH AN FOUND IRON PIPE BEARS SOUTH 67 DEGREES 26 MINUTES 28 SECONDS EAST 0.47 FEET;

THENCE ALONG THE EAST LINE OF SAID ORLEANS STREET NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST, A DISTANCE OF 100.23 FEET TO A SET IRON ROD AT THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 44 OF MEACHUM PARK;

THENCE LEAVING THE EAST LINE OF ORLEANS STREET NORTH 89 DEGREES 04 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A SET IRON ROD AT THE SOUTHWEST CORNER OF LOT 23 OF BLOCK 33 OF SAID MEACHUM PARK PLAT; THENCE ALONG THE WEST LINE OF SAID LOT 23 AND ITS PROLONGATION NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST, A DISTANCE OF 120.00 FEET TO FOUND IRON ROD;

THENCE SOUTH 89 DEGREES 04 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.58 FEET TO A POINT;

THENCE NORTH 55 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 34.89 FEET TO THE POINT OF

BEGINNING, CONTAINING 83,639 SQUARE FEET OR 1.92 ACRES, MORE OR LESS AS PER THE SURVEY PERFORMED BY THD DESIGN GROUP DURING JULY, 2023. THE ABOVE DESCRIPTION FOR THIS ABOVE LOT IS FOR IDENTIFICATION AND QUANTITY PURPOSES ONLY, AND SHALL NOT BE RECORDED WITHOUT ACCOMPANYMENT OF AN APPROVED RECORD PLAT FOR RECORD

**LETTER OF CREDIT DEPOSIT AGREEMENT  
GUARANTEEING SUBDIVISION IMPROVEMENTS  
BETWEEN THE CITY OF SUNSET HILLS, MISSOURI AND  
MANORS AT LYNSTONE PARK LLC**

**THIS DEPOSIT AGREEMENT (“ESCROW AGREEMENT”), is made and entered into this 22<sup>nd</sup> day of MARCH 2024, by Manors at Lynstone Park LLC a Missouri limited liability company (hereinafter referred to as the “DEVELOPER”), and the CITY OF SUNSET HILLS, MISSOURI (hereinafter referred to as the as “CITY”).**

**WITNESSETH:**

**WHEREAS**, the DEVELOPER is the owner of several tracts of land being Lots 1-6, 23-24, and 39-44 in block 33 of Mecham Park an Lots 1-7 and 38-44 in block 44 of Mecham Park, (the “Property”), and wishes to develop the Property as the Manors at Lynstone Park (the “Development”); and

**WHEREAS**, the CITY approved a Preliminary Plat to subdivide the Property into 9 lots to facilitate the Development; and

**WHEREAS**, before the CITY may approve a record plat for the Development (the “Final Plat”): 1) Improvement Plans for the Final Plat must be reviewed and approved by the CITY Planning and Zoning Commission, and 2) the CITY Planning and Zoning Commission must receive and approve a satisfactory guarantee in the form provided by the CITY to ensure completion of all required improvements associated with the Final Plat (the “Plat Improvements”); and

**WHEREAS**, the improvement plans for the Plat Improvements have been submitted to the CITY together with the estimated costs of construction, installation, and completion of the Plat Improvements, all in accordance with the CITY’s subdivision regulations; and

**WHEREAS**, the DEVELOPER desires to establish the Plat Improvement guarantees in the form of this ESCROW AGREEMENT and accompanying letter of credit which shall require completion of such improvements within 24 months hereof, unless otherwise extended by the Planning and Zoning Commission; and,

**NOW, THEREFORE**, in consideration of the covenants, promises, and agreements herein provided,

**IT IS HEREBY MUTUALLY AGREED:**

1. The DEVELOPER, has deposited an irrevocable standby letter of credit with the CITY in the sum of Six Hundred Sixty Thousand Nine Hundred and Forty Four Dollars and Ninety Cents (\$660,944.90) (the “DEPOSIT SUM”) payable to the CITY and guaranteeing the construction, installation, maintenance, and completion of all required Plat Improvements, all in accordance with the improvement plans approved by the CITY and on file with the Public Works Director (the “Approved Improvement Plans”) and in accordance with the CITY ordinances regulating the same.

The DEPOSIT SUM shall consist of an amount equal to 110% of the estimated costs of the construction, completion, and installation of the Plat Improvements (“ESTIMATED COSTS”) as set forth on the attached Estimate Sheet (**Exhibit 1**). Nothing in the estimates or specification of component items shall in any way limit the CITY or require release based on each line item, and DEVELOPER agrees it continues to be obligated to compete and guarantee completion of all Plat Improvements. The CITY and DEVELOPER agree that the DEPOSIT SUM shall guarantee the construction, installation, completion, and maintenance of the required Plat Improvements, all in accordance with the Approved Improvement Plans therefore and in accordance with the ordinances of the CITY regulating the same.

2. The DEPOSIT SUM guarantees the construction, installation, maintenance, and completion of all Plat Improvements in accordance with the Approved Improvement Plans and City Code requirements which are incorporated in this ESCROW AGREEMENT by reference and as summarized in the attached Exhibit 1 and as required by the ordinances and regulations of the City. Any release of part of or a portion of the DEPOSIT SUM is only an accommodation to the DEVELOPER and is not a waiver of any kind by the CITY of its rights under the ESCROW AGREEMENT that the entire DEPOSIT SUM guarantees each and every improvement.

3. In the event the DEPOSIT SUM herein provided is insufficient to complete Plat Improvements as reasonably determined by the CITY, the DEVELOPER will, upon demand by the CITY accompanied by a detailed itemization of the requested additional sum, deposit with the CITY additional monies which, in the opinion of the CITY, will be required to complete Plat Improvements, and said additional sum shall be subject to the terms of this ESCROW AGREEMENT. In the event that the DEVELOPER does not deposit the additional monies with the CITY within 10 days or does not request a hearing from the CITY within that time, the Final Plat shall be deemed in default and/or abandoned as set forth in paragraph 8.

4. The DEVELOPER guarantees: (a) that all required utilities and improvements will be installed, constructed, and completed in accordance with the Approved Improvement Plans and the ordinances of the CITY not later than 24 months after the later of: i) approval of Final Plat, or ii) the date of this Agreement Date appearing on the signature page below (“Completion Date”), and (b) that the Final Plat, including all lots, common ground, streets, and improvements, and all adjacent streets used for the hauling of construction equipment, materials, and supplies will be safeguarded, protected, and kept free of associated mud, trash, weeds, and debris during the construction period and otherwise properly maintained and constructed all in accordance with City Code and approved plans.

5. (a) That the CITY may, through written authorization of the Public Works Director, release or reduce portions of the DEPOSIT SUM upon completion of components within categories and shall release corresponding portions of the DEPOSIT SUM upon completion of categories of improvements as provided that a qualified, licensed engineer employed by the DEVELOPER certifies to the CITY the completion of such work; PROVIDED FURTHER that in no event shall the CITY release any part of the DEPOSIT SUM except as provided herein.

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement, the DEVELOPER shall first make written request for inspection, and include therewith a certification by the DEVELOPER’s engineer, to the Public Works Director (or

the appropriate inspecting authority), with a copy to the City Administrator. Upon receipt of the DEVELOPER's written request for inspection and certification by the DEVELOPER's engineer, the CITY (or the appropriate inspecting authority) shall inspect the construction, installation, and completion of the Plat Improvement(s) that have been certified complete by the DEVELOPER. Upon receipt of the inspection report, the CITY's Public Works Director will review the report, verify that the Plat Improvements comply with all laws and requirements of the CITY, and authorize such release.

(c) Except for discretionary releases that may be granted by the Public Works Director in the public interest, no category of any Plat Improvements shall be eligible for release until each and every component and requirement that makes up that category of Plat Improvements is deemed complete by the City. No category or subdivision may be deemed to be complete until there is a certification by the CITY that the Plat Improvements are complete. No certification shall be issued by the CITY unless all of the following takes place: (i) the DEVELOPER submits a written request to the CITY for inspection of the Plat Improvements; (ii) the inspection is completed by the CITY's inspector who determines that the Plat Improvements are complete and recommends to the CITY's Public Works Director that it be released; and (iii) the CITY's Public Works Director reviews the CITY's inspection report, determines that the Plat Improvements comply with all laws and requirements of the CITY, and authorizes such release.

(d) Upon certification by the CITY that the construction and installation of a category of Plat Improvements is complete (in accordance with §5(b) and (c) above), the CITY shall authorize the release of the ESTIMATED COST originally retained for that category minus a maximum retention of five percent (5%), as otherwise provided in this Section 5. The DEVELOPER shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire DEPOSIT SUM for all categories.

(e) IN NO EVENT SHALL the CITY be required to release, disburse, or otherwise dispose of more than ninety-five percent (95%) of the DEPOSIT SUM, until the CITY has certified as provided herein that all categories of Plat Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the CITY and the "as built drawings" have been approved by the CITY.

6. Upon completion of all of the Plat Improvements and prior to final release, the DEVELOPER shall submit to the Public Works Director three (3) copies of "as built" drawings which show the actual installation of the said improvements, and that if after the Public Works Director or her designee reviews the "as built" drawings submitted it reasonably determines that all of the improvements have been completed and, as applicable, accepted by the respective utilities, then the Public Works Director shall approve the "as built" drawings. This Agreement shall not be deemed to create any commitment by the CITY to accept any improvement for dedication and maintenance.

7. Upon approval of the "as built" drawings and completion of the final improvements and certifications required, the final DEPOSIT SUM amounts shall be released within thirty (30) days after completion of all Plat Improvements.

8. In the event the DEVELOPER shall be in default or abandon the Final Plat, or fail to complete the obligations herein, including, but not limited to, the failure to complete the Plat Improvements by the Completion Date, or the failure to properly maintain the improvements, including keeping the Plat Improvements free of mud, debris, erosion, or otherwise, whichever occurs first, the DEVELOPER shall forfeit to the CITY the then current balance of the DEPOSIT SUM or any portion thereof, along with any additional sums deposited pursuant to paragraph 3 above, which funds the CITY may thereafter use to complete the Plat Improvements or otherwise rectify the DEVELOPER's failure hereunder. The CITY may further apply such necessary amount of the DEPOSIT SUM to remedy any failure of the DEVELOPER to perform its maintenance obligations in the Final Plat. For the purpose of this Agreement and the CITY's rights hereunder, any and all of the remaining DEPOSIT SUM may be applied to completion or maintenance of any improvements, and no limitation of any kind shall be implied from the line item calculations of separate improvements. If the CITY is required to remedy any failure of the DEVELOPER to perform its Maintenance Obligations during this Agreement, the CITY may also require DEVELOPER to provide the CITY additional monies as may be needed as set forth in paragraph 3 herein.

9. Exercise or waiver by CITY of any enforcement action under this agreement or the CITY's Code does not waive or foreclose any other or subsequent enforcement action whatsoever. The DEPOSIT SUM and/or deposit placed under this Agreement shall be governed by the provisions of the Subdivision Code, Appendix A, and the DEVELOPER agrees to the provisions thereof as if set forth herein. The CITY shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of DEVELOPER'S obligations under this Agreement.

10. Nothing in this Agreement is deemed to create a third party beneficiary or benefit any party besides the parties to this Agreement.

11. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory ESCROW AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Agreement Date").

ACCEPTED:

**CITY OF SUNSET HILLS, MISSOURI**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
City Clerk



**Exhibit 1**

**Plat Improvements Cost Estimates**

**OPINION OF PROBABLE CONSTRUCTION COSTS  
The Manors at Lynstone Park  
November 24, 2023**

<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Clearing/grubbing	1.75 ac.	\$19,398	\$33,947
2. Bulk grading	1,500 cy	\$14	\$21,000
3. SWPPP			
a. siltation basin	1 LS	\$12,000	\$12,000
b. silt fence	790 LF	\$7.50	\$12,000
c. washdown station	1 LS	\$8,065	\$8,065
d. inlet protection	4 each	\$100	\$400
e. construction entrance/parking	1 LS	\$2,000	\$2,000
4. 12" RCP CL 3 storm pipe	412 LF	\$82	\$33,784
5. 15" RCP CL 3 storm pipe	68 LF	\$82	\$5,576
6. Double Curb Inlet	2 each	\$9,000	\$18,000
7. Area inlets	2 each	\$6,000	\$12,000
8. Storm sewer manholes	3 each	\$6,000	\$18,000
9. 15" RCP Flared end section (FES)	1 each	\$1,200	\$1,200
10. 15" end of pipe	1 each	\$1,000	\$1,000
11. MSD Type 7 light stone revetment	11 sy	\$47	\$517
12. Storm sewer granular backfill	171 cy	\$4	\$684
13. Det basin outlet structure (OS-10)	1 LS	\$9,000	\$9,000
14. Biodetention basin (incl underdrains, special soil, filter fabric, etc)	1 LS	\$87,737	\$87,737
15. Retaining Walls (PCC)	2,178	\$24	\$52,272
16. Fencing above detention basin	100 LF	\$17	\$1,700
17. 6" PVC Sanitary sewer laterals to BL	240 LF	\$150	\$36,000
18. 6"x8" Wye	9 each	\$62	\$558
19. Granular backfill for sewer laterals	264 cy	\$4	\$1,056
<b>TOTAL THIS SHEET</b>			<b>\$368,496</b>
NOTES:			
Site Development Engineering, Inc. assumes no responsibility for the unit prices provided herein.			Rev 2.15.24
			Rev 11/27/2023
			<b>11/24/2023</b>

Sheet 1 of 2



Site Development Engineering, Inc.  
3512 Yaeger Crossing Court • St. Louis, MO 63129  
(314) 822-4800

**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**The Manors at Lynstone Park**  
**November 24, 2023**

ITEM	QUANTITY	UNIT PRICE	TOTAL
20. Water service lines to R/W + 5'	240 LF	\$150	\$36,000
21. Granular backfill for water service line	23 cy	\$4	\$92
22. Sawcut exist. Rayburn and Spears St.	100 LF	\$6	\$600
23. Fine grading for street	1,778 sy	\$2	\$3,556
24. 7" PCC street, incl 4" rolled stone base	978 sy	\$80	\$78,240
25. 4" PVC street underdrain	791 LF	\$35	\$27,685
26. 4" x 5'W conc sidewalk incl 4" rolled stone base (rsb)	2,870 SF	\$7	\$20,090
27. 6" x 5' conc sidewalk incl 4" rsb	720 SF	\$8	\$5,760
28. Handicap ramps	4 each	\$1,420	\$5,680
29. 8' w painted cross walk	1 LS	\$250	\$250
30. "no parking" sign	4 each	\$340	\$1,360
31. stop sign	1 each	\$340	\$340
32. street name sign	1 each	\$340	\$340
33. street lights	1	\$750	\$750
34. survey monumentation	LS	\$1,700	\$1,700
35. common ground vegetation	LS	\$9,735	\$9,735
36. lot vegetation (per lot average)	9	\$4,465	\$40,185
<b>TOTAL THIS SHEET</b>			<b>\$232,363</b>
<b>TOTAL SHEET 1/2</b>			<b>\$368,496</b>
This opinion of probable construction cost (OPCC) is to be considered an estimate and is based on the plans submitted to the City of Sunset Hills on 11/13/2023. Contractors are to rely on their own quantity takeoffs and unit prices for submitting bids.			
<b>TOTAL</b>			<b>\$600,859</b>
NOTES:			
<b>Site Development Engineering, Inc. assumes no responsibility for the unit prices provided herein.</b>			
			Rev. 2.15.24
			Rev 11/27/2023
			<b>11/24/23</b>

Sheet 2 of 2

Site Development Engineering, Inc.  
3512 Yaeger Crossing Court ~ St. Louis, MO 63129  
(314) 822-4800





RECEIVED  
MAR 21 2024  
CITY OF SUNSET HILLS

### Form Letter of Credit

March 21st, 2024  
City of Sunset Hills  
3939 South Lindbergh Boulevard  
Sunset Hills, MO 63127

Dear Director of Public Works:

We hereby establish in favor of the CITY OF SUNSET HILLS, MISSOURI, upon the application of and for the account of Manors at Lynstone Park LLC, 25 Black Oak Dr, Saint Louis MO 63127 (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$660,944.90 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to a development of land in the City of Sunset Hills, Missouri, known as the Manors at Lynstone Park, record plat dated \_\_\_\_\_ issued by you for the benefit of the Account Party (the "Record Plat Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

- Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us.
- *No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.*

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 104 N Hwy 47, Warrenton MO 63383 Attention: \_\_\_Tom Wolff EVP\_\_\_ (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business Day (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration Date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business Day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business Day.



Payment under this Letter of Credit to you shall be made by wire transfer of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons therefor, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you. This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on \_\_March 21st, 2026\_\_\_\_, which date is twenty-four (24) months from its effective date, \*\*\*as such date may be extended as hereinafter provided\*\*\* (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibit A, presented to us for payment prior to the expiration of this Letter of Credit; and further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall immediately transfer the balance of the Maximum Available Credit to you at the following account:

\_\_\_\_\_(insert bank name)  
Routing No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
City of Sunset Hills

or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit B, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than \_\_\_\_\_ which date is \_\_\_\_\_ (\_\_\_\_) months from its effective date.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit C, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 104 N Hwy 47, Warrenton MO 63383 Attention: \_\_Tom Wolff EVP\_\_, specifically referring thereon to Irrevocable Letter of Credit No. \_\_\_\_\_.



You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be affected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit D, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Record Plat Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A,B,C, and D attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Sincerely,  
*The Missouri Bank*  
By: Tom Wolff



**EXHIBIT A  
TO LETTER OF CREDIT  
FORM OF CERTIFICATE FOR "A" DRAWING**

[Name of Issuing Bank]

Address

Attention: \_\_\_\_\_

Re: Your Letter of Credit No.

In favor of the City of Sunset Hills

To Whom It May Concern:

The undersigned, a duly authorized official of City of Sunset Hills, Missouri (the "Beneficiary"), hereby certifies to \*\*\*Name of Issuing Bank\*\*\* (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete, maintain, or repair all improvements or fulfill all obligations required by the Subdivision Code, Improvement plans, or any Deposit Agreement.
2. The draft in the sum of \$ \_\_\_\_\_ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Sunset Hills, Missouri to

\_\_\_\_\_  
IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of

\_\_\_\_\_  
City of Sunset Hills

By:

Director of Public Works



**EXHIBIT B  
TO LETTER OF CREDIT  
FORM OF NOTICE OF EXPIRATION**

\*\*\*Date

Director of Public Works  
City of Sunset Hills  
3939 South Lindbergh Boulevard  
Sunset Hills, MO 63127

Re: Our Letter of Credit No.

Amount \_\_\_\_\_

Expiration Date \_\_\_\_\_

Dear Director of Public Works:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date.

Very truly yours,

\*\*\*NAME OF ISSUING BANK\*\*\*

By:

Authorized Officer

cc: \*\*\*Account Party\*\*\*

\*\*\*Account Party Address\*\*\*



**EXHIBIT C  
TO LETTER OF CREDIT  
FORM OF REDUCTION CERTIFICATE**

*On City of Sunset Hills Letterhead*

\*\*\*Date

[Name of Issuing Bank]

Address

Attention: \_\_\_\_\_

Re: Your Letter of Credit No.

In favor of the City of Sunset Hills

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

CITY OF SUNSET HILLS MISSOURI

By: \_\_\_\_\_

Director of Public Works

*Memo to Developer: for information only*

(This portion will be provided for developer's information and will not form a part of the reduction certificate.)



**EXHIBIT D  
TO LETTER OF CREDIT  
FORM OF FULL TRANSFER OF LETTER OF CREDIT**

*On City of Sunset Hills Letterhead*

\*\*\*Date

[Name of Issuing Bank]

Address

Attention: \_\_\_\_\_

Re: Your Letter of Credit No.

In favor of the City of Sunset Hills

To Whom It May Concern:

The undersigned, City of Sunset Hills, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [name and address of Transferee] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF SUNSET HILLS, MISSOURI [NAME OF TRANSFEREE]

By: \_\_\_\_\_ By: \_\_\_\_\_

Director of Public Works [Name and Title of Authorized Officer of Transferee]

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3<sup>rd</sup>, 2024

**Location:** Vistas at Stone Castle Subdivision

**Applicant:** Whalen Custom Homes, Inc.

**Description:** Vistas at Stone Castle (Whalen Custom Homes, Inc.) Amended Final Development Plan– A request for an Amended Final Development Plan to provide clarity and additional information on a condition of the approved Final Development Plan.

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### PROPOSAL SUMMARY:

The purpose of this request is to provide clarity and additional information on a condition of the approved Final Development Plan for the Vistas at Stone Castle subdivision.

In December of 2022, the Final Development Plan for the Vistas at Stone Castle was approved via Ordinance 2266. The Ordinance states that the Final Development Plan referenced as Exhibit 1 is approved subject to 19 (A-S) conditions. Included in the Planning and Zoning Commission packet is a copy of the executed ordinance.

Condition “D” states: The homes constructed on Lots 1, 2, 3, and 4, where the rear elevations will be visible to residents on Maple Drive, shall have rear masonry facades. To the right (Figure 1) is an image of the subject site with each Lot identified in red.



After approval of the Final Development Plan, the subdivision began construction in which most of the infrastructure to support the development is complete. Several homes on individual lots have been under review by City staff and some received approval for construction from St. Louis County.

In March of 2024 the City received a municipal zoning approval (MZA) application for construction of a new home on Lot 1. The MZA is the zoning authorization that one would need to begin building permit review with St. Louis County as the City of Sunset Hills contracts out all building permit and inspection services with St. Louis County. Part of the review of the MZA is for the applicant to provide a site layout, any proposed grade changes and architectural elevations of the new home construction.

As previously referenced Condition “D” of the ordinance that approved the Final Development Plan states: “The homes constructed on Lots 1, 2, 3, and 4, where the rear elevations will be visible to residents on Maple Drive, shall have rear masonry facades. The ordinance itself does not specifically define masonry or a specific percentage of masonry. City staff listened to all the recordings at the Planning and Zoning Commission and Board of Aldermen meetings for both the Preliminary Development Plan and Final Development plan in which masonry or a specific amount of masonry was never defined.

The applicant proposes the following language to provide clarity and additional information to Condition D of the approved Final Development Plan.

*“The homes constructed on Lots 1, 2, 3, and 4, where the rear elevations will be visible to residents on Maple Drive, shall have rear masonry facades. The definition of rear masonry facade is to be facades consisting of 20% brick or stone with the remainder to consist of stucco, STO, or fiber cement panels with batten boards or 100% stucco from the finished grade to the plate, excepting gables, dormers, and trim areas above the top sill plate”.*

If the language were approved as proposed, City staff will receive elevations for all the homes (lots 1-3) with rear facades that face Maple Drive with each MZA application for new construction. The rear elevation would provide call-outs that label each exterior material finish. The applicant will provide the total square footage of the rear elevation and provide the total square footage of stone and/or brick on the rear elevation. The amount of stone and/or brick must be 20% of the total square footage of the rear elevation to be in compliance with the proposed Condition "D".

### **MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the Vistas at Stone Castle Amended Final Development Plan."
- 2) "I move to approve the Vistas at Stone Castle Amended Final Development Plan with the following conditions..."(Conditions may be added, eliminated, altered or modified)

### **EXHIBITS:**

1. Application
2. Ordinance 2266
3. Approved Final Development Plan



RECEIVED  
MAR 14 2024  
CITY OF SUNSET HILLS

3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. EO1-24  
DATE 3-14-2024  
FEE \$250

**AMENDED DEVELOPMENT PLAN**

1. Applicant's Name Whalen Custom Homes, Inc

2. Mailing Address 338 S. Kirkwood Rd. Ste. 105 Phone 314-575-7645

3. Agent's Name and Address Same  
(If different than Applicant)

4. Property Owner's Name Same

5. Address of Property 13270 Maple Drive

6. Area of Property 10.34 acres +/-

7. Current Zoning PD-R Proposed Zoning PD-R

8. Remarks and Reasons Clarify and reconcile item D. and items S. of

Ordinance 22166. Applicant proposes the definition of rear  
masonry facade to be facades consisting of 20% brick  
or stone with the remainder to consist of stucco, sto, or fiber  
cement panels with batten boards or 100% stucco from the finished

9. Legal Description (to be attached) grade to the plate. Excepting Gables, Dormers

10. Scale Drawings of Property and Proposed Development Plans (to be attached) and trim areas above  
the top sill plate.

11. Fee: Area of ten acres or less \$250.00. Area of more than ten acres \$250.00 plus \$25.00 for each acre or fraction thereof over ten acres.

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

\* Please See Exhibits "A" and "B"

Signature: [Signature]

- D. The homes constructed on Lots 1, 2, 3 and 4, where the rear elevations will be visible to residents on Maple Drive, shall have rear masonry facades.
- E. There shall be a 50-foot natural state buffer surrounding the outside boundary of Proposed Lots 1-9 and there shall be a 50-foot rear natural state buffer and 20-foot side yard natural state buffer surrounding the outside boundary of Proposed Lot 10. These buffers shall not be subject to modification by the homeowners for any reason other than general maintenance, or health, safety, and welfare of the neighboring residents. Such natural state buffer shall be shown on the Final Development Plan and record plat and shall be referenced in the subdivision indentures.
- F. The common ground along Maple Drive, immediately to the southwest of the entrance to the property which is currently bare shall be landscaped with appropriate plantings consistent with common ground found elsewhere in Tapawingo. Developer to also provide landscape plan with the Final Development Plan.
- G. Developer agrees to provide an escrow, not to exceed \$20,000.00, for an appropriate water runoff mitigation system (interceptor swale) to be constructed along the border of the Property facing the Tapawingo Place Subdivision. As agreed by the developer and acceptable to the City, the specific location will be determined by the residents of Tapawingo Place and is subject to approval by the Metropolitan St. Louis Sewer District.
- H. Construction access to the property shall be via Gary Player Drive to Maple Drive. Except in an emergency, no construction access to the property shall be permitted on Pagada Parkway.
- I. The Applicant shall enter into one or more agreements with the Home Owners Associations for Tapawingo Place, Tapawingo on the Green and the Manors at Tapawingo prior to approval of the record plat to provide for payment of a negotiated amount to the affected HOAs for potential damage, wear and tear to the private streets used by the construction equipment and providing for the Applicant to indemnify the affected HOAs for damages caused during construction, and providing for payment on an ongoing basis by the HOA for the Vistas at Stone Castle Subdivision for potential damage, wear and tear to the private streets of Tapawingo Place, Tapawingo on the Green and Manors at Tapawingo caused by the increased traffic to the property. A pre-construction survey of existing street conditions shall be provided by the developer to establish a baseline of street conditions to be referenced in case of a claim of damage. The City shall not sign off on the Final Plat until these agreements are submitted to the City.
- J. The Applicant shall comply with all applicable codes and regulations regarding any blasting or excavation in the development of the property. The Applicant has been advised that it is responsible for any damage caused to neighboring homes as a result of any blasting or excavation on the property.
- K. Prior to the issuance of the Final Development Plan, Applicant shall provide to the City a detailed analysis of the carriage house upon the property identifying the work that will be performed by Applicant. Any and all such work shall be in compliance with all applicable building regulations.
- L. Applicant shall work diligently to complete construction of all ten homes in a timely fashion. Applicant shall provide the City with timely updates regarding any material delays in completion of the subdivision. All lots of the proposed subdivision that are not under active construction of a home shall be seeded, mowed and maintained as green space.

Exhibit "B"

Item 5 of Ordinance 2266 Approved  
and recorded Vistas at Stone Castle  
Declaration of Covenants, Conditions, and  
Restrictions Paragraph 10.1.c

(c) Notwithstanding anything in this Declaration to the contrary, to the extent visible from Maple Drive, all homes and other structures constructed on Lots 1, 2, 3 and 4, shall have rear Masonry Facades. "Masonry Facades" shall mean facades consisting primarily of brick, stone, stucco, and/or cement board (except in the case of gables, dormers or other small trim surface areas) from the finished grade to plate.

## ARTICLE XI USE RESTRICTIONS

**11.1 Use Restrictions.** The following restrictions shall apply to all portions of the Subdivision, and Declarant, for and on his behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(a) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Association. No residence, other than one Single-Family Dwelling, may be constructed on each Lot.

(b) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(c) No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(d) Each Owner shall maintain and keep his Lot in good order and repair.

(e) Unless expressly permitted by the affirmative vote of a majority of the Owners, no animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Subdivision, except that no more than two (or such higher number as determined by the Association) dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(f) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by a successor builder-developers in connection with the development of the Subdivision and the sale, rental, and/or construction of improvements on the Lots.



ORDINANCE NO. 2266

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPERTY AT 13270 MAPLE DRIVE.**

**WHEREAS**, Whalen Custom Homes, Inc. (the “Petitioner”) has petitioned the City for approval of a Final Development Plan (the “Petition”) for the property at 13270 Maple Drive (the “Property”); and

**WHEREAS**, the Property is currently zoned PD-R Planned Development Residential and consists of 10.34 acres; and

**WHEREAS**, Ordinance 2236 approved a Preliminary Development Plan with conditions for ten (10) proposed detached, single family residential lots; and

**WHEREAS**, per case P-22-22, on October 5, 2022, the Petitioner applied for and received Planning and Zoning Commission approval for Improvement Plans; and

**WHEREAS**, on October 5, 2022, the Planning and Zoning Commission reviewed the Petition, and after considering the same, the Commission voted unanimously to approve the Petition understanding that pending and binding conditions are contained in Ordinance 2236 for Preliminary Development Plan approval; and

**WHEREAS**, on November 8, 2022, the Board of Aldermen held a duly noticed public hearing, in accordance with the Zoning Regulations, to hear comment regarding the Petition; and

**WHEREAS**, subject to certain conditions for the approval of the Preliminary Development Plan and as amended for approval of the Final Development Plan, the Board of Aldermen finds the Final Development Plan is in substantial compliance with the preliminary development plan and it is in the best interest to approve the Petition.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Final Site Development Plan for the Vistas at Stone Castle, which a reduced copy is attached hereto as Exhibit 1 for ease of reference with the official copy on file with the City, is hereby approved subject to the following conditions:

- A. Home elevation examples similar in size, scope and architectural characteristics of the anticipated custom homes to be constructed must be submitted with the Final Development Plan.
- B. The Final Development Plan shall be subject to review and approval by the Fenton Fire Protection District.
- C. St Louis County must provide addresses for the Final Development Plan.

- D. The homes constructed on Lots 1, 2, 3 and 4, where the rear elevations will be visible to residents on Maple Drive, shall have rear masonry facades.
- E. There shall be a 50-foot natural state buffer surrounding the outside boundary of Proposed Lots 1-9 and there shall be a 50-foot rear natural state buffer and 20-foot side yard natural state buffer surrounding the outside boundary of Proposed Lot 10. These buffers shall not be subject to modification by the homeowners for any reason other than general maintenance, or health, safety, and welfare of the neighboring residents. Such natural state buffer shall be shown on the Final Development Plan and record plat and shall be referenced in the subdivision indentures.
- F. The common ground along Maple Drive, immediately to the southwest of the entrance to the property which is currently bare shall be landscaped with appropriate plantings consistent with common ground found elsewhere in Tapawingo. Developer to also provide landscape plan with the Final Development Plan.
- G. Developer agrees to provide an escrow, not to exceed \$20,000.00, for an appropriate water runoff mitigation system (interceptor swale) to be constructed along the border of the Property facing the Tapawingo Place Subdivision. As agreed by the developer and acceptable to the City, the specific location will be determined by the residents of Tapawingo Place and is subject to approval by the Metropolitan St. Louis Sewer District.
- H. Construction access to the property shall be via Gary Player Drive to Maple Drive. Except in an emergency, no construction access to the property shall be permitted on Pagada Parkway.
- I. The Applicant shall enter into one or more agreements with the Home Owners Associations for Tapawingo Place, Tapawingo on the Green and the Manors at Tapawingo prior to approval of the record plat to provide for payment of a negotiated amount to the affected HOAs for potential damage, wear and tear to the private streets used by the construction equipment and providing for the Applicant to indemnify the affected HOAs for damages caused during construction, and providing for payment on an ongoing basis by the HOA for the Vistas at Stone Castle Subdivision for potential damage, wear and tear to the private streets of Tapawingo Place, Tapawingo on the Green and Manors at Tapawingo caused by the increased traffic to the property. A pre-construction survey of existing street conditions shall be provided by the developer to establish a baseline of street conditions to be referenced in case of a claim of damage. The City shall not sign off on the Final Plat until these agreements are submitted to the City.
- J. The Applicant shall comply with all applicable codes and regulations regarding any blasting or excavation in the development of the property. The Applicant has been advised that it is responsible for any damage caused to neighboring homes as a result of any blasting or excavation on the property.
- K. Prior to the issuance of the Final Development Plan, Applicant shall provide to the City a detailed analysis of the carriage house upon the property identifying the work that will be performed by Applicant. Any and all such work shall be in compliance with all applicable building regulations.
- L. Applicant shall work diligently to complete construction of all ten homes in a timely fashion. Applicant shall provide the City with timely updates regarding any material delays in completion of the subdivision. All lots of the proposed subdivision that are not under active construction of a home shall be seeded, mowed and maintained as green space.

- M. Whenever possible, all loading and unloading of equipment and materials for development of the property shall occur on the property and not on Maple Drive.
- N. Due to the proximity to existing homes, no outside music shall be permitted during construction and no unreasonable disturbances by workers shall be permitted.
- O. All dumpsters and construction equipment, including construction trailers must be maintained on site and not on Maple Drive.
- P. All construction work shall only be performed within the approved construction hours established in the Code of Ordinances.
- Q. All portable toilets for construction workers must be shielded from view and shall be regularly cleaned and maintained.
- R. A land subdivision bond be posted or they must enter into an escrow agreement in accordance with the provisions hereafter set forth. The land subdivision bond or escrow agreement shall be prepared and executed on forms satisfactory to the Commission and shall be submitted to the Commission for approval. Said forms shall be approved by the City attorney or special counsel prior to being sent to the Commission.
- S. The developer is required to either have a trust indenture or statement on the record plat establishing the method for providing continuous maintenance of streets and storm sewers. A subdivision restriction agreement authorizing assessment of the property owners in the subdivision for the supervision, maintenance, construction and reconstruction of street paving, storm drainage facilities, sanitary facilitation, streetlights, sidewalks, common ground and recreational equipment shall be established and added before the recording of the Final Development Plan.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED this 13th day of December, 2022

Patricia A. Julius  
MAYOR

APPROVED this 13th day of December, 2022

Patricia A. Julius  
MAYOR

ATTEST:



[Signature]  
CITY CLERK/CITY ADMINISTRATOR

# VISTAS AT STONE CASTLE

A TRACT OF LAND BEING PART OF THE  
SOUTHWEST 1/4 OF SECTION 23,  
TOWNSHIP 44 NORTH, RANGE 5 EAST  
CITY OF SUNSET HILLS  
ST. LOUIS COUNTY, MISSOURI  
CURRENT ZONING: PD-R  
**FINAL DEVELOPMENT PLAN**

**STATE PLANE COORDINATES:**

TRIMBLE GPS EQUIPMENT WAS USED AND THE GPS OBSERVATIONS WERE ADJUSTED USING TRIMBLE SURVEY OFFICE SOFTWARE AND TO THE BEST OF MY KNOWLEDGE, THE CALCULATED STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS AN URBAN PROPERTY RELATIVE TO THE MODOT VRS NETWORK, ONE STATION OF WHICH IS MOSI (PID DL3650), WHOSE COORDINATES ARE SHOWN BELOW:

MISSOURI COORDINATES (METERS)  
NORTHING = 299862.167 EASTING = 256190.019  
GRID FACTOR 0.9999107 (1 METER = 3.28083333 FEET)  
STATE PLANE COORDINATES (METERS)

POINT	NORTHING	EASTING
1	300043.4981	256150.7032
2	300049.7046	256214.5259
3	300002.4693	256248.0339
4	299942.1817	256226.5147
5	299889.0164	256308.3148
6	299850.4808	256299.8295
7	299827.5178	256286.3189
8	299807.6790	256278.8196
9	299759.7635	256256.2781
10	299703.4733	256202.5453
11	299695.5333	256160.5499
12	299702.9151	256120.8469
13	299716.3950	256109.9830
14	299689.0642	256104.7451
15	299702.0889	256100.0454
16	299726.8015	256101.5951
17	299739.2307	256107.7893
18	299896.8355	256133.9240
19	299911.8536	256135.9956
20	300009.6740	256161.2855
21	300042.1388	256150.8372

**LINE TABLE:**

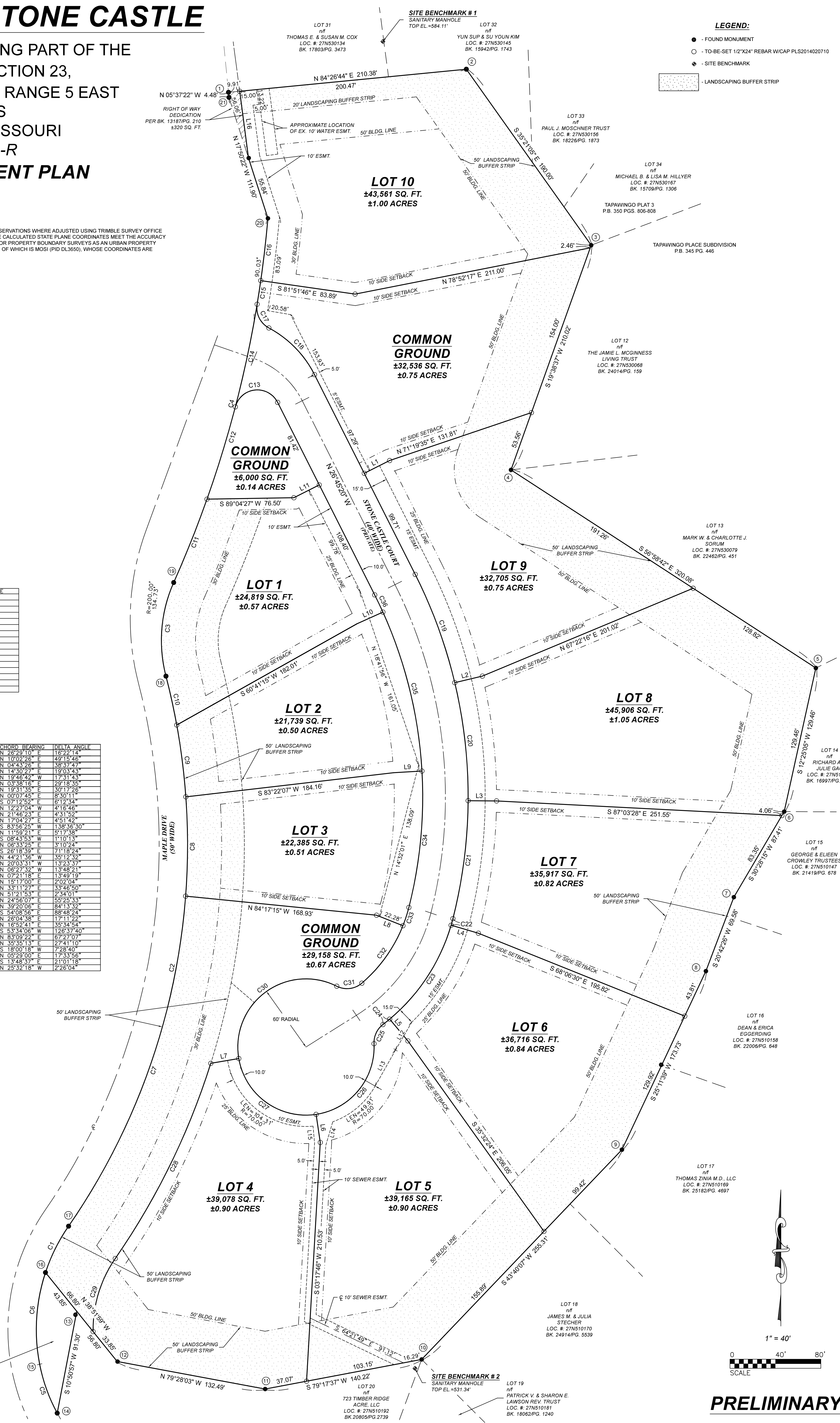
LINE	BEARING	DISTANCE
L1	N 63°14'40" E	25.00'
L2	N 76°38'17" E	25.00'
L3	N 89°33'21" W	25.00'
L4	N 73°41'58" W	25.00'
L5	N 39°55'08" W	25.00'
L6	N 08°33'08" W	25.00'
L7	S 80°15'18" W	25.00'
L8	S 68°15'22" E	25.00'
L9	N 86°42'02" E	25.00'
L10	S 63°40'42" W	25.00'
L11	S 63°14'42" W	25.00'
L12	S 30°17'05" W	28.35'
L13	N 29°26'18" E	36.56'
L14	S 16°32'23" W	11.40'
L15	N 05°07'34" W	15.02'
L16	N 07°30'37" W	59.29'

**CURVE TABLE:**

CURVE	RADIUS	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA ANGLE
C1	150.00'	45.72'	45.58'	N 28°29'10" E	18°27'14"
C2	590.00'	507.28'	491.80'	N 10°02'26" E	49°15'46"
C3	125.00'	84.28'	82.69'	N 04°43'26" E	38°37'27"
C4	1030.00'	332.69'	331.16'	N 14°30'27" E	19°03'43"
C5	150.00'	45.89'	45.71'	N 19°46'42" W	17°31'43"
C6	160.00'	81.85'	80.96'	N 03°38'16" E	29°18'35"
C7	590.00'	311.34'	308.32'	N 19°31'35" E	30°17'26"
C8	590.00'	81.50'	81.42'	N 00°07'45" E	8°30'11"
C9	590.00'	63.78'	63.75'	S 07°12'52" E	6°12'34"
C10	590.00'	44.07'	44.06'	N 12°27'04" W	4°16'46"
C11	1000.00'	79.09'	79.06'	N 21°46'23" E	4°31'52"
C12	1000.00'	85.02'	84.99'	N 17°04'27" E	4°51'42"
C13	20.00'	48.38'	37.42'	S 83°56'25" W	138°36'30"
C14	1000.00'	92.40'	92.36'	N 11°59'21" E	5°17'38"
C15	1000.00'	21.03'	21.03'	S 08°43'53" W	1°10'13"
C16	1000.00'	55.16'	55.16'	N 06°33'25" E	3°10'24"
C17	20.00'	24.89'	23.32'	S 26°18'39" E	71°18'24"
C18	95.00'	58.38'	57.46'	N 44°21'56" W	35°12'52"
C19	435.00'	101.69'	101.46'	N 20°03'31" W	13°23'37"
C20	435.00'	104.82'	104.56'	N 06°27'32" W	13°48'21"
C21	435.00'	104.94'	104.69'	N 07°21'18" E	13°49'19"
C22	170.00'	16.04'	16.04'	N 15°17'00" E	2°02'04"
C23	170.00'	100.23'	98.78'	N 33°11'27" E	33°46'50"
C24	170.00'	7.62'	7.62'	N 51°21'53" E	2°34'01"
C25	20.00'	19.35'	18.60'	N 24°56'07" E	55°28'33"
C26	60.00'	88.20'	80.47'	N 39°20'06" E	84°13'32"
C27	60.00'	93.00'	83.96'	S 54°08'56" E	88°48'24"
C28	640.00'	192.01'	191.29'	N 26°04'58" E	17°11'22"
C29	110.00'	66.33'	65.24'	N 16°02'41" E	32°34'54"
C30	60.00'	132.60'	107.22'	S 53°34'06" W	126°37'40"
C31	20.00'	23.55'	22.21'	N 83°09'22" E	6°27'07"
C32	130.00'	62.82'	62.21'	N 35°35'13" E	27°41'10"
C33	130.00'	16.97'	16.95'	S 18°00'18" W	7°28'40"
C34	395.00'	121.10'	120.63'	N 05°29'00" E	17°33'56"
C35	395.00'	144.32'	144.11'	S 13°48'57" E	21°01'18"
C36	395.00'	16.78'	16.78'	N 25°32'18" W	2°26'04"

**LEGEND:**

- - FOUND MONUMENT
- - TO-BE-SET 1/2"x24" REBAR W/ CAP PLS2014020710
- ◆ - SITE BENCHMARK
- ▨ - LANDSCAPING BUFFER STRIP



**PRELIMINARY**

SHEET 2 OF 2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Revision No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Revision No.	Date	Description				DATE: _____ SIGNATURE: _____ DPLANE D. POMPERE, PLS MISSOURI LICENSE NO. 2014020710	PROFESSIONAL REGISTERED SURVEYOR LICENSE NO. LS201402068 SEAL	<b>VISTAS AT STONE CASTLE</b> A TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 5 EAST ST. LOUIS COUNTY, MISSOURI Drawn By: S.L.S. Checked By: D.D.D. Project No.: 22-130 Date: 9/23/2022	3610 Andora Place Saint Louis, Missouri 63125 Ph (314) 800-8446 Fax (314) 200-3006 www.checkpointsurveying.com	Checkpoint Surveying LLC
Revision No.	Date	Description										

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3, 2024  
**Location:** City of Sunset Hills  
**Applicant:** City of Sunset Hills  
**Description:** **Unified Development Ordinance (City of Sunset Hills) Sections 1 and 3 Text Amendment**– A request to amend the text of Section 1 - General and Section 3 - District Regulations of the City of Sunset Hills Unified Development Ordinance.

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### **TEXT AMENDMENT SUMMARY:**

The City has two types of amendments to the Unified Development Ordinance (text and map). A petition for text amendments is adding new text to the UDO, deleting existing text to the UDO or a combination of both. This request is to amend both Section 1 – General and Section 3 – District Regulations of the City of Sunset Hills UDO. Attached to the Planning and Zoning Commission Packet is the entire red-line amendments for P-02-24 and below is a general summary of the amendments for both Sections.

### **STAFF ANALYSIS:**

In September of 2022, the City of Sunset Hills adopted the UDO. The UDO consists of 14 Sections, and 2 Appendices and when printed is roughly 61 pages. The adoption of the UDO was a significant update to the City's Code of Ordinances. This update was a lengthy process in which there were several iterations that were reviewed and refined by several entities including appointed bodies and elected officials.

### **Section 1:**

The title Section 1 in the UDO is referenced as General. It is a short Section that includes typical items of an introductory Section of City Code including Purpose, Scope, Applicability, etc. There

is a reference to “Non-Conforming” Section of City Code. The Section is incorrectly titled Section 10 instead of the correct 11 in which this amendment corrects.

**Section 3:**

The title of Section 3 in the UDO is referenced as District Regulations. This Section provides specific regulations regarding the use and development of property within the various conventional zoning districts. These district regulations are supplemented by additional regulations appearing elsewhere in this Ordinance or other regulations contained in the Sunset Hills Code of Ordinances.

Each zoning district has a general description, required dimensional standards and a list of permitted uses. As the UDO was under creation there was discussion over the R6 zoning district permitting both attached and detached single-family homes. The approved UDO solely permits detached single-family homes, but the general description references both attached and detached. This update corrects the general description of the R6 zoning district to solely reference detached single-family homes.

As previously referenced, every conventional zoning district has a series of required dimensional (also known as bulk) standards except for the Parks and Open Space (POS) District. Dimensional Standards include requirements of setbacks, lot area and height. The POS District is to encompass those areas in the City that are under either public or private ownership and are parks, open space, vacant land, or agricultural land. Although most of the land that is zoned POS is under public (State, County, Great Rivers Greenway) ownership, there is land zoned POS that is privately owned and any of those parcels may be sold at any time. Permitted uses of the POS District include aquatic centers, private clubs and golf courses in which dimensional standards may be appropriate (maximum structure height, structure proximity to property line, etc.). This amendment provides the same dimensional standards as the NU district for consistency in administering the conventional zoning districts.

### **DEPARTMENT INPUT**

City Staff has reviewed the draft language and found the application to be in conformance with the procedures outlined in the City of Sunset Hills' Unified Development Ordinance and consistent with the City's Comprehensive Plan. Staff recommends approval of the draft text amendment located in Sections 1 and 3 of the City's UDO.

### **MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the request to amend the text of Section 1 - General and Section 3 - District Regulations of the City of Sunset Hills Unified Development Ordinance."
  
- 2) "I move to approve the request to amend the text of Section 1 - General and Section 3 - District Regulations of the City of Sunset Hills Unified Development Ordinance." with the following conditions..."(Conditions may be added, eliminated, altered or modified)

### **EXHIBITS:**

1. Application
2. Draft Red-Line Section 1 and Section 3



3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. P-02-24  
DATE 3-11-2024  
FEE \_\_\_\_\_

**TEXT AMENDMENT (UDO)**

- 1. Applicant's Name City of Sunset Hills
- 2. Mailing Address 3939 S. Lindbergh Phone 314-849-3400
- 3. Agent's Name and Address \_\_\_\_\_  
(If different than Applicant)
- 4. Property Owner's Name City of Sunset Hills
- 5. Address of Property \_\_\_\_\_
- 6. Area of Property City wide
- 7. Existing Zoning \_\_\_\_\_ Proposed Zoning \_\_\_\_\_
- 8. Proposed Use \_\_\_\_\_
- 9. Remarks and Reasons Update and amend Sections 1 & 3 of the City of Sunset Hills UDO

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: 

## APPENDIX A UNIFIED DEVELOPMENT ORDINANCE<sup>1</sup>

### SECTION 1. GENERAL

#### 1.1 Purpose and Scope of Unified Development Ordinance.

1.1.1 **General:** For the purpose of promoting health, safety, morals or the general welfare of the community, the City of Sunset Hills Unified Development Ordinance, in accordance with the Revised Statutes of Missouri, provides for the following:

- 1) To regulate and restrict the height, number of stories, and size of buildings and other structures;
- 2) To regulate and restrict the percentage of lot that may be occupied;
- 3) To regulate and restrict the size of yards, courts, and other open spaces;
- 4) To regulate and restrict the density of population;
- 5) To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, or other purpose; and
- 6) To establish other regulations of land use and development that is consistent with the statutory authority afforded to the City of Sunset Hills so as to promote the public health, safety, morals, and general welfare of the City.

1.1.2 **Comprehensive plan:** The Unified Development Ordinance is designed to be consistent with policies of the comprehensive plan as adopted by the City, and as may be amended from time to time, and further is designed to lessen congestion in the streets, to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water sewerage, schools, parks, and other public requirements.

#### 1.2 Applicability.

Except as otherwise provided for in Section ~~10-11~~, "Non-conforming Situations," all structures erected hereafter, all uses of land or structures established hereafter, all structural alterations or relocation of structures occurring hereafter, and all enlargements or additions to existing uses occurring hereafter shall comply with the regulations of this Ordinance.

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<sup>1</sup>Editor's note(s)—Ord. No. 2256 , § 1(Exh. B), adopted Sept. 13, 2022, repealed the former Appendix A, §§ 1—16, and enacted a new Appendix A, Unified Development Ordinance as set out herein. The former Appendix A pertained to subdivision regulations and derived from: Ord. No. 1298, § 1, adopted Jan. 13, 1998; Ord. No. 1505, § 1, adopted Aug. 13, 2002; Ord. No. 1650, § 1, adopted Oct. 10, 2006; Ord. No. 1721, § 1, adopted Apr. 22, 2008; Ord. No. 1730, § 1, adopted Aug. 12, 2008; Ord. No. 1760, § 1, adopted Dec. 8, 2009; Ord. No. 1838, § 1, adopted June 12, 2012; Ord. No. 1948, § 1, adopted Mar. 10, 2015 ; Ord. No. 2000, § 1, adopted Feb. 23, 2016 ; and Ord. No. 2247 , §§ 1.a—d, adopted June 14, 2022. See § 6 herein for current subdivision regulations.

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### 1.3 Interpretation.

The provisions of this Ordinance shall be considered the minimum requirements for the promotion of the public health, safety, morals, and general welfare. Wherever the regulations of this Ordinance require a greater width or size of yards, courts, or other open spaces, or require a lower height of building or less number of stories, or require a greater percentage of lot to be left unoccupied, or impose other higher standards than are required in any other statute or local ordinance or regulation, the provisions of the regulations of this Ordinance shall govern. Wherever the provisions of any other statute or local ordinance or regulation require a greater width or size of yards, courts, or other open spaces, or require a lower height of building or a less number of stories, or require a greater percentage of lot to be left unoccupied, or impose other higher standards than are required by the regulations of this Ordinance, the provisions of such statute or local ordinance or regulation shall govern.

### 1.4 Validity and severability.

1.4.1 **Legislative intent:** It is hereby declared to be the legislative intent that:

- 1) If a court of competent jurisdiction finds any provisions of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.
- 2) If a court of competent jurisdiction finds the application of any provision or provisions of this Ordinance to any lot, building or structure to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to the person, property, or situation immediately involved in the controversy, and the application of any such provision to other persons, property or situations, shall not be affected.
- 3) While any provision or provisions of this Ordinance or application of any provision or provisions of this Ordinance to any lot, building or structure is before a court of competent jurisdiction, all other provisions of this Ordinance and all other applications of the provisions of this Ordinance to other lots, buildings or structures shall continue to be separately and fully effective.

### 1.5 Repeal of previous ordinances.

Ordinance number 1516, adopted November 12, 2002, approving the zoning regulations contained in Appendix B of the Code of Ordinances of the City of Sunset Hills, and any other ordinance amending said Appendix B are hereby repealed, except for any ordinance approving a preliminary or final development plan under the provisions of Section 4.10 (Planned Development) of said zoning regulations. Said zoning regulations are set forth herein as "Appendix A, Planned Development".

Ordinance number 1077 adopted May 4, 1993, approving the zoning regulations contained in Appendix A of the Code of Ordinances of the City of Sunset Hills, and any other ordinance amending said Appendix A are hereby repealed.

### 1.6 Construction begun prior to adoption of Ordinance.

Nothing in this Ordinance shall be deemed to require any change in the plans, construction or designated use of any buildings or structures upon which actual construction has been approved or was lawfully begun prior to the adoption of this Ordinance and upon which buildings or structures actual construction has been diligently carried on, and provided further that such buildings or structures shall be completed within two years from the date of passage of this Ordinance.

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### 1.7 Restoration of unsafe buildings.

Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any part of any building declared unsafe by the zoning enforcement officer or where required by any lawful order.

### 1.8 Saving clause.

All rights or remedies of the City are expressly saved as to any and all violations of any previous zoning ordinance or amendments thereto, at the time of the effective date of this Ordinance or amendments thereto and the prosecutions of such violations shall not be abated by the enactment of this Ordinance or amendments thereto.

## SECTION 3. DISTRICT REGULATIONS

### 3.1 General.

The following sections provide specific regulations regarding the use and development of property within the various zoning districts. These district regulations are supplemented by additional regulations appearing elsewhere in this Ordinance or other regulations contained in the Sunset Hills Code of Ordinances. Other regulations contained in this Ordinance that provide development standards includes, but is not necessarily limited to, the following:

- 1) Section 4, Development Standards and Review

### 3.2 Zoning Districts.

- 3.2.1 **POS District.** The purpose of the Parks and Open Space District is to encompass those areas in the City that are under either public or private ownership and are parks, open space, vacant land, or agricultural land.
- 3.2.2 **NU District.** The purpose of the NU Non-Urban District is to encompass areas within which rough natural topography, floodplains, or locations create practical difficulties in providing and maintaining public roads, and public or private utility services. The district also encompasses areas where significant non-urban uses have been established and/or were zoned NU by St. Louis County prior to being annexed into the City of Sunset Hills.
- 3.2.3 **R-1 District.** The purpose of the R-1 District is to protect and preserve areas of low-density, estate-type, residential development and to allow for the construction of new single family detached dwellings on lots of not less than one (1) acre in size.
- 3.2.4 **R-2 District.** The purpose of the R-2 District is to protect and preserve areas of low-density residential development and to allow for the construction of new single family detached dwellings on lots of not less than twenty-thousand (20,000) square feet in size.
- 3.2.5 **R-3 District.** The purpose of the R-3 District is to protect and preserve areas of medium to low-density residential development and to allow for the construction of new single family detached dwellings on lots of not less than fifteen thousand (15,000) square feet in size.
- 3.2.6 **R-4 District.** The purpose of the R-4 District is to protect and preserve areas of medium-density residential development and to allow for the construction of new single family detached dwellings on lots of not less than ten thousand (10,000) square feet in size.

- 3.2.7 **R-5 District.** The purpose of the R-5 District is to protect and preserve areas of medium to high-density residential development and to allow for the construction of new single family detached dwellings on lots of not less than seven thousand five hundred (7,500) square feet in size.
- 3.2.8 **R-6 District.** The purpose of the R-6 District is to protect and preserve areas of high-density residential development and to allow for the construction of new single family detached dwellings on lots of not less than five thousand (5,000) square feet in size. ~~Attached two-story, single family town homes or attached ranch style dwelling single family units may be permitted on combined lots pursuant to an approved plan.~~
- 3.2.9 **LC District.** The intent and purpose of the Local Commercial District is to accommodate retail and office uses of a smaller scale which are intended to provide convenience shopping and services to persons living in adjacent residential areas.
- 3.2.10 **GC District.** The intent and purpose of the General Commercial District is to accommodate retail and wholesale uses serving a larger consumer population. A wider range of uses and structure sizes is permitted in a commercial center and outlot style development.
- 3.2.11 **LI District.** The intent and purpose of the Light Industrial District is to accommodate such uses as light manufacturing, fabricating, assembly, disassembly, or processing of goods and products, the nature of which does not have an adverse impact on surrounding uses.
- 3.2.12 **PO District.** The intent and purpose of the Professional Office District is to provide an environment suitable for office, research, and warehouse uses developed in a coordinated and complimentary manner to create a park-like atmosphere. Activities and scale are limited to assure high quality development and to limit adverse impacts on surrounding uses.

### 3.3 Dimensional Standards.

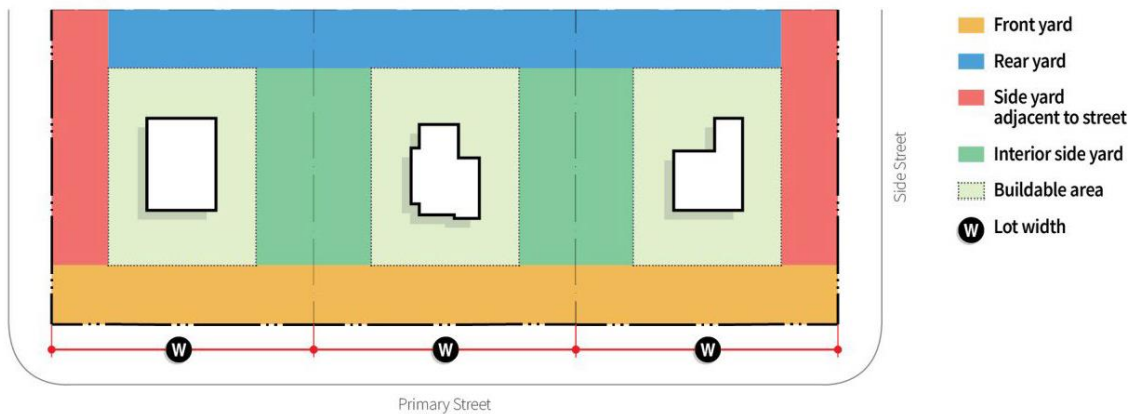
The following table addresses the dimensional (also known as bulk standards) applicable to the development or use of a lot in a given district. The dimensional standards by planned development district are specified in Appendix A, Section 4 - Development Standards.

DISTRICT	LOT AREA (sq/ft)	LOT WIDTH (ft)	FRONT SETBACK (ft)	INTERIOR SIDE SETBACK (ft)	SIDE SETBACK ADJACENT TO STREET (ft)	REAR SETBACK (ft)	PRIMARY USE COVERAGE (%)	IMPERVIOUS SURFACE COVERAGE (%)	TOTAL LOT COVERAGE (%)	HEIGHT (ft)
POS	n/a	n/a	n/a-50	n/a 15	n/a 15	n/a 35	n/a 15	n/a	n/a	n/a-40
NU	127,680	150	50	15	15	35	15	n/a	n/a	40
R-1	43,560	150	50	15	50	35	15	-	-	40
R-2	20,000	80	40	10	40	30	20	-	-	40
R-3	15,000	80	40	10	40	30	20	-	-	40
R-4	10,000	60	30	10	30	30	25	-	-	40
R-5	7,500	50	30	7	30	30	25	-	-	40
R-6	5,000	40	20	3	20	15	60	-	-	40
LC	10,000	50	10	0 (b)(c)	10 (b)(c)	25 (b)(c)	n/a	n/a	85	50
GC	20,000	100	10	0 (b)(c)	10 (b)(c)	0 (b)(c)	n/a	n/a	80	75
LI	40,000	200	10	0 (b)(c)	10 (b)(c)	0 (b)(c)	n/a	n/a	80	50
PO	100,000	50	40	15 (b)(c)	40 (b)(c)	30 (b)(c)	65	-	-	50

- a) Total lot coverage of up to 60% shall be allowed for police and fire stations.
- b) Setbacks when the subject property is adjacent to a residentially zoned property shall be: 75 feet for buildings less than 24 feet in height, 150 feet for buildings between 24 and 35 feet in height, and 150 feet plus 10 additional feet per every foot of building height for buildings over 35 feet in height.
- c) Footnote b) shall apply except for properties along the east side of S Kirkwood Rd from Deane Ct to Watson Rd, along the north side of Watson Rd from S Kirkwood Rd to Windward Ridge Dr, along the north side of Gravois Rd, between Lindbergh Blvd & Sunlind Dr, Lot 12-16 of Sunset Club Ct, being located on the north side of Gravois Rd, immediately west of Sunlind Dr, and Lot 44-48 in Block 3 of Sunset Manor Subdivision being located on the north side of Deane Ct when and owned and developed by a utility regulated by the Missouri Public Service Commission, that are adjacent to a residentially zoned property, which shall provide a minimum setback of 15 feet.

### Dimensional Standards

3.3



### 3.4 Use Regulations.

The following uses shall be permitted in the applicable districts as indicated in the table of permitted uses, found at the end of this section.

- 1) **Permitted Uses.** Except as provided below, uses which are marked by a "P" in the table shall be allowed with a zoning permit.
- 2) **Conditional Uses.** Uses which are marked by a "C" in the table shall be allowed with a conditional use permit.
- 3) **Uses Not Permitted.** Uses not marked by either a "P" or "C" in the table are not permitted. Uses not permitted are prohibited.
- 4) **Uses not listed.** In the event that a use is proposed that is not listed in the table, the City Administrator or her/his designee shall determine if the use is the same or similar to a use listed in the table. If it is, he or she shall treat the use in the same manner as the "similar" use. If not, he or she shall treat the use as not permitted. If the applicant is not satisfied with the determination, they may appeal to the Planning and Zoning Commission.

- 5) **More Than One Use on a Lot.** Where a single business entity proposes to or is engaged in more than one principal use on a lot, or where two or more uses are located on one lot, each use must be a permitted use in the district in which it is located.
- 6) **Uses in Planned Development Districts.** The uses for Planned Development Districts that existed prior to the adoption of this Ordinance, are specified in Appendix A, Planned Development Districts. New Planned Development Districts for Commercial, Office, and/or Industrial uses shall be established in accordance with Section 7 of the UDO and shall be set forth within the Ordinance governing such Planned Development District.

(Ord. No. 2279 , § 1, 3-14-2023)

Use	POS	NU	R-1	R-2	R-3	R-4	R-5	R-6	LC	GC	LI	PO	Use Specific Standards
<b>Single-family Dwellings</b>													
Single-family detached		P	P	P	P	P	P	P					
Single-family attached													
<b>Multi-family Dwellings</b>													
Multifamily Dwelling													
Senior Housing													
Dwelling units located above ground floor as part of mixed use													
Group homes		P	P	P	P	P	P	P					
<b>Temporary Dwellings</b>													
Boarding Homes													
Roominghouse													
Tourist home													
Short-term rentals													
Domiciliary Homes and Institutions													
Childcare facilities									P	P		C	
Family care homes													
Assisted living facility													
Nursing homes													
<b>Hotels and Motels</b>													
Hotel									C	C			5.6
<b>Educational Uses</b>													
Nurseries or preschools			C	C	C	C	C	C	P	P		C	5.4
Schools (elementary, middle, high)			C	C	C	C	C	C					5.4
Colleges and universities			C	C	C	C	C	C			C	C	
Vocational and trade schools			C	C	C	C	C	C			C	C	
<b>Religious</b>													
Places of worship		C	C	C	C	C	C	C	P	P		C	
Convents, monasteries, and seminaries		C							C	C		C	

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(Supp. No. 24)

Cemeteries and mausoleums*	P		C	C	C	C	C	C					5.3
Crematorium													
Funeral homes (Personal Services)									P	P			
<b>Other Educational, Religious, Cultural</b>													
Library			C	C	C	C	C	C	P	P			5.7
Museums and Cultural Institutions									P	P			
Emergency Services			C	C	C	C	C	C	P	P			
Public Safety facility (police, fire, ambulance)		P					C	C	P	P	P	P	
Municipal Buildings		P	P	P	P	P	P	P	P	P	P		
Recreation Uses	P	C	C	C	C	C	C	C				P	
Health, athletic, recreation, and amusement facilities, indoor	P								P	P			
Parks, playgrounds, and skating rinks publicly owned and operated	P	C	C	C	C	C	C	C					
Swimming pools, athletic fields, and other recreational facilities, publicly owned and operated	P		C	C	C	C	C	C					
Amphitheatre, Bandshell, and Outdoor Theaters	P												
Swimming Pools and Aquatic Centers (Indoor and Outdoor)	P								C	C			
<b>Private club, lodge, and recreation facilities</b>													
Private Club	P		C	C	C	C	C	C					
Marina	C		C	C	C	C	C	C					
Golf Course, public or private	P	C	C	C	C	C	C	C					
<b>General Office Uses</b>													
Banks, no drive-in									P	P		P	
Banks, drive-in									C	C	C	P	5.10
Drive-up Automatic tellers									C	C	C	P	5.10
Pay-day loan													
Post office*									P	P			
Other general offices									P	P		P	
Professional Office Uses									P	P		P	
Service oriented business office									P	P		C	
Contractor's office									P	P		C	
Home occupations		P	P	P	P	P	P	P					4.10
<b>Medical Uses</b>													
Acute care center									P	P		P	
Hospital									P	P	P	P	5.5

Medical or Dental Office										P	P		P	
Pharmacy										P	P	P	C	
<b>Services</b>														
Hair, nail, tanning, and personal care services										P	P		C	
Service and repair, clothing, and small appliance										P	P		C	
Mail, copying, parcel, and printing services										P	P		C	
Tattoo parlors										-	-	P		
All other personal service oriented uses										C	C			
<b>Laundries</b>														
Launderettes (self-service dry cleaning)										P				
Dry cleaning processing on premises										C	C			
Dry cleaning/processing done elsewhere										P				
Commercial laundries											C			
<b>Animal Care Uses</b>														
Animal Hospitals										C	C			
Kennels and Pet Daycares										C	C	C		
Pet grooming										P	P			
<b>General Retail</b>														
Retail Sales, General										P	P			
Retail Sales, Outdoor										C	C			
Bakeries										P	P			
Candy and ice cream stores										P	P			
Convenience store										C	C			
Grocery stores										P	P			
Liquor stores, package goods only										P	P			
Pawn shop												C		
Clothing and costume rental										P	P			
Pet shops										P	P			
Greenhouses	C	C								P	P	C		
Open sales lots										C	C			
Plumbing, heating, and air conditioning										C	C	P		
Sale of liquid fuels (stored underground)										C		P		
Secondhand stores and consignment shops										P	P			

Gun shops										C	C			
Adult Uses												C		
<b>Eating and Drinking Establishments</b>														
Coffee/Tea Shop										C	C		C	
Sit-down Restaurants										C	C		C	
Drive-through Restaurants										C	C			5.10
Taverns and brewpubs										C	C			
Delivery Only/Carry-Out Restaurants										C	C		C	
Delicatessens										C	C		C	
Outside dining; sidewalk cafes										C	C		C	
<b>Meeting Facility or Banquet Hall</b>														
Banquet Hall										C	P			
<b>Motor Vehicle Oriented Businesses</b>														
Gasoline service/sales										C	C			5.8
Vehicle repair and service										C	C	C		5.8
Car wash										C	C			5.2
Vehicle sales and rental										C	C	C		5.8
Vehicle storage										C	C	C		5.8
<b>Wholesale, Distribution, and Storage Facilities</b>														
Wholesale sales											P	P		
Distribution center											P	P		
Garden supply and seed stores											P	P		
Nurseries											C	P		
Lumber yards												P		
Contractor supply houses											C	P		
Auction sales											C	C		
Nonhazardous inside storage												P		
Nonhazardous outside storage												C		
<b>Industrial Uses</b>														
Laboratories, medical and dental											P	P	P	
Research laboratories											P	P	P	
Light manufacturing												P		
Breweries and distilleries										C	C	P		
Mining and mineral extraction												P		
<b>Medical Marijuana Uses</b>														
Medical Marijuana Cultivation Facility												P		5.11
Marijuana Testing Facility												P		5.11
Medical Marijuana-Infused Products Manufacturing Facility												P		5.11
Medical Marijuana Dispensary Facility										C		P		5.11

Comprehensive Cultivation Facility												P		5.11
Marijuana Microbusiness Wholesale Facility												P		5.11
Comprehensive Marijuana-Infused Products Manufacturing Facility												P		5.11
Comprehensive Dispensary Facility										C	C	P		5.11
Marijuana Microbusiness Dispensary Facility										C		P		5.11
Marijuana Transportation Facility												P		5.11
Marijuana Research Facility												P		5.11
<b>Communications Antenna Uses</b>														
Radio, cellular and television towers (up to 35 ft)	C		C	C	C	C	C	C	C	C	C	C	C	
Radio, cellular and television towers (above 35 ft)	C		C	C	C	C	C	C	C	C	C	C	C	
<b>Major Utility Uses</b>														
Electric distribution, electric substation	C	C	C	C	C	C	C	C	C	C	C	P	C	
Gas regulator stations	C	C	C	C	C	C	C	C	C	C	C	P	C	
Microwave relay towers	C	C	C	C	C	C	C	C	C	C	C	P	C	
Sewage lift stations	C	C	C	C	C	C	C	C	C	C	C	P	C	
Static transformer stations	C	C	C	C	C	C	C	C	C	C	C	P	C	
Telephone exchanges	C	C	C	C	C	C	C	C	C	C	C	P	C	
Telephone transmission, equipment buildings	C	C	C	C	C	C	C	C	C	C	C	P	C	
Water system facilities	C	C	C	C	C	C	C	C	C	C	C	P	C	
Wastewater treatment plants	C	C		C	C	C	C	C	C	C	C	P	C	
Energy generating stations	C	C	C	C	C	C	C	C	C	C	C	P	C	
<b>Transportation Uses</b>														
Bus shelters and parking areas			C	C	C	C	C	C	C	C	C	P	P	
Bus stations, bus garages, bus lots										C	C	P	C	
Taxi stands										C	C		P	
Towing												C		
<b>Agricultural Uses</b>														
Row crops only, no accessory retail sales	P	C	C	C										
Row crops only, accessory retail sales	P	C												
Silos	P	C												

Hatcheries or fish	P	C											
Equipment sales and repair										P	P		
<b>Temporary Uses</b>													
Temporary uses related to construction	C		C	C	C	C	C	C	C	C	C	C	
Temporary Portable Outdoor Storage Unit			P	P	P	P							5.9

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3, 2024  
**Location:** City of Sunset Hills  
**Applicant:** City of Sunset Hills  
**Description:** **Unified Development Ordinance (City of Sunset Hills) Section 4 Text Amendment**– A request to amend the text of Section 4 – Development Standards of the City of Sunset Hills Unified Development Ordinance.

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### **TEXT AMENDMENT SUMMARY:**

The City has two types of amendments to the Unified Development Ordinance (text and map). A petition for text amendments is adding new text to the UDO, deleting existing text to the UDO or a combination of both. This request is to amend Section 4 – Development Standards of the City of Sunset Hills UDO. Attached to the Planning and Zoning Commission Packet is the entire red-line amendments for P-03-24 and below is a general summary of the amendments for the Section.

### **STAFF ANALYSIS:**

In September of 2022, the City of Sunset Hills adopted the UDO. The UDO consists of 14 Sections, and 2 Appendices and when printed is roughly 61 pages. The adoption of the UDO was a significant update to the City's Code of Ordinances. Section 4 of the UDO embodies the development standards for both residential and commercial development. Below are proposed additions to the adopted development standards.

### **Trash Enclosure:**

Prior to the UDO, the Code of Ordinances required a series of screening requirements for commercial trash enclosures including height and material requirements. The enclosure was required to be at least six feet in height and three sides were to be masonry (brick, stone, or pigmented concrete) and one side to be an opaque gate made of metal, wood, or vinyl. The UDO

requires the same six feet in height but does not specify the masonry material or opaque gate. The current language states materials used for screening shall complement the architecture of the principal structure. The proposed amendment would bring the requirement of three sides masonry with an opaque gate back into City Code.

**Metal Buildings:**

As the UDO was under initial review pre-adoption, Ordinance 2208 was approved by the City of Sunset Hills Board of Aldermen. The ordinance was titled “Metal Buildings Prohibited”. The ordinance prohibited metal and steel structures such as pole barns and other prefabricated metal structures except in the industrial zoning districts. It did permit the use of metal as part of the roof structure or for architectural accent if the incorporation is well suited with the appearance and design of buildings in the immediate vicinity at the discretion of the Director of Public Works. Pre-adoption of the UDO, this language was a supplementary regulation to the zoning regulations of the Code of Ordinances. It is City Staff’s understanding that this language was intended to be included within the UDO, but inadvertently omitted. The proposed amendment would bring the same language back into City’s Code of Ordinances within Section 4 of the UDO.

**Site Plan:**

The UDO defines an approval process for residential development, planned commercial development and special procedures. In some cases, there is potential for non-commercial, industrial, office/ non-residential development to occur and an approval process is not defined. This amendment provides a site plan procedure (sort of a catchall) for any development that could occur outside of the residential, planned development, and special procedure approval processes that the City already has defined. The approval process follows the typical route of approval including recommendation by the Planning and Zoning Commission and two readings of the Bill by the Board of Aldermen. The amendment also provides a consistent set of contents to be included in a Site Plan providing consistency of what information a Site Plan shall include when referenced in the various Sections of City Code.

**Traffic Study Waiver:**

The City of Sunset Hills desires a safe and sustainable transportation system that comfortably supports all modes of connectivity within and through the community while supporting vibrant economic activity. The UDO may require a traffic impact study in conjunction with development activity to ensure the desired transportation system. If a petitioner does not believe the impact of a proposed development warrants a traffic study that is required by the City of Sunset Hills Unified Development Ordinance and believes the proposed development maintains or enhances the desired transportation system, this proposed amendment permits the petitioner to request a traffic study waiver to the Board of Aldermen.

If the amendment were to pass, the City still reserves the authority to require traffic impact studies to make informed decisions about the potential impacts of a development and to implement necessary measures to mitigate any negative effects on the transportation system. In the instance a traffic study is required, an applicant may request a traffic study waiver as defined in the UDO. The petitioner is responsible for providing evidence that a proposed development does not warrant a traffic study because the proposed development maintains or enhances the desired transportation system. The proposed amendment outlines a set of “Standards of Review” to ensure the Board of Aldermen receive the essential qualitative and quantitative analysis to make an informed decision. The burden of proof shall rest with the applicant to clearly establish that the proposed development maintains or enhances the desired transportation system. The request to the Board Aldermen for the traffic study waiver is required to be on a separate meeting agenda prior to any meeting agenda that requires the traffic study to approve a particular development.

At the February 13<sup>th</sup>, 2024 Board of Aldermen meeting, the topic of a traffic study waiver was brought forward to the Board during “General Discussion”. The general discussion included a supplementary document outlining the framework of a proposed amendment. The framework included the intent of the waiver, when it would be applicable, the standards of review and

procedure a waiver would follow. The proposed amendment includes the same framework discussed at the February 13<sup>th</sup> Board of Aldermen meeting.

**DEPARTMENT INPUT**

City Staff has reviewed the draft language and found the application to be in conformance with the procedures outlined in the City of Sunset Hills' Unified Development Ordinance and consistent with the City's Comprehensive Plan. Staff recommends approval of the draft text amendment located in Sections 4 of the City's UDO.

**MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the request to amend the text of Section 4 – Development Standards of the City of Sunset Hills Unified Development Ordinance."
  
- 2) "I move to approve the request to amend the text of Section 4 – Development Standards of the City of Sunset Hills Unified Development Ordinance." with the following conditions..."(Conditions may be added, eliminated, altered or modified)

**EXHIBITS:**

1. Application
2. Draft Red-Line Section 4




3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. P-03-24  
DATE 3-21-2024  
FEE \_\_\_\_\_

**TEXT AMENDMENT (UDO)**

- 1. Applicant's Name City of Sunset Hills
- 2. Mailing Address 3939 S. Lindbergh Phone \_\_\_\_\_
- 3. Agent's Name and Address \_\_\_\_\_  
(If different than Applicant)
- 4. Property Owner's Name City of Sunset Hills
- 5. Address of Property \_\_\_\_\_
- 6. Area of Property City wide.
- 7. Existing Zoning \_\_\_\_\_ Proposed Zoning \_\_\_\_\_
- 8. Proposed Use \_\_\_\_\_
- 9. Remarks and Reasons Update and amend Section 4 of the City of Sunset Hills UDO

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: 

## APPENDIX A UNIFIED DEVELOPMENT ORDINANCE<sup>1</sup>

### SECTION 4. DEVELOPMENT STANDARDS **AND REVIEW**

These regulations supplement and qualify regulations contained elsewhere in this Ordinance. Unless otherwise stated, the regulations established by the adoption of this Ordinance shall apply to all districts established by this Ordinance.

#### 4.1 Off-Street Parking, Loading, and Stacking Requirements.

4.1.1 **Intent and Purpose.** It is the purpose of these off-street parking and loading requirements to provide for sufficient accessory use areas for the temporary parking of motor vehicles and for loading and unloading of transport vehicles associated with large multi-family dwellings, commercial uses, and industrial uses. The requirements for off-street parking and loading spaces are intended to reduce the congestion on the streets due to excessive use of such streets for parking and/or loading and unloading of motor vehicles.

4.1.2 **Applicability.** For every use, activity, or structure permitted by this Ordinance, and for all buildings or structures erected in accordance with this Ordinance, there shall be provided sufficient space for access and off-street standing; parking; circulation; unloading and loading of motor vehicles that may be expected to transport their occupants, whether as patrons, residents, customers, employees, guests or otherwise, to an establishment, activity, or place of residence at any time under normal conditions for any purpose. Except as otherwise provided for in this Section, when a use is expanded or changed, accessory off-street parking and loading shall be provided in accordance with the regulations established by this Ordinance for the area or capacity of such expansion or change.

#### 4.1.3 **Design and Load Requirements.**

- 1) **Surfacing and Drainage of Parking Areas.** All open off-street parking areas and driveways shall be graded and paved with a durable dust-free and hard material, such as bituminous hot mix or portland cement concrete, or approved comparable material over a compacted gravel base of not less than four inches (4") thick. Provided, however, gravel parking lots, existing at the time of the adoption of this Ordinance, on properties with PD-LI Planned Development—Light Industrial, LI Light Industrial, NU Non-Urban and POS Parks and Open Space Zoning Designations may continue to be maintained as currently constructed. All parking areas and driveways shall be properly drained to avoid standing water or damage to adjacent property.

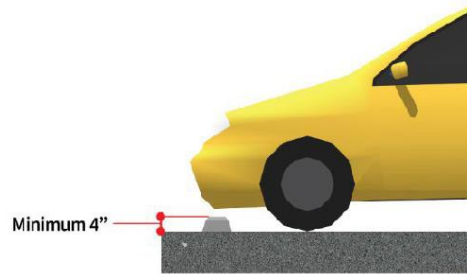
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<sup>1</sup>Editor's note(s)—Ord. No. 2256 , § 1(Exh. B), adopted Sept. 13, 2022, repealed the former Appendix A, §§ 1—16, and enacted a new Appendix A, Unified Development Ordinance as set out herein. The former Appendix A pertained to subdivision regulations and derived from: Ord. No. 1298, § 1, adopted Jan. 13, 1998; Ord. No. 1505, § 1, adopted Aug. 13, 2002; Ord. No. 1650, § 1, adopted Oct. 10, 2006; Ord. No. 1721, § 1, adopted Apr. 22, 2008; Ord. No. 1730, § 1, adopted Aug. 12, 2008; Ord. No. 1760, § 1, adopted Dec. 8, 2009; Ord. No. 1838, § 1, adopted June 12, 2012; Ord. No. 1948, § 1, adopted Mar. 10, 2015 ; Ord. No. 2000, § 1, adopted Feb. 23, 2016 ; and Ord. No. 2247 , §§ 1.a—d, adopted June 14, 2022. See § 6 herein for current subdivision regulations.

- 
- 2) **Surfacing and Drainage of Loading Areas.** All loading spaces shall be improved with a compacted select gravel base, not less than four inches (4") thick and surfaced with portland cement concrete not less than six inches (6") thick.
  - 3) **Perimeter Curbing and Wheel Stops.** Except for parking areas accessory to single-family dwellings, fixed and permanent wheel stops securely anchored into the ground or curbs of portland cement concrete or approved comparable material at least four inches (4") high shall be installed for each parking stall which is located along the perimeter of any off-street parking area. Such wheel stops, or curbing shall be so placed to prevent damage to landscaping, fences, or walls, and to prevent encroachment of vehicles into public walkways.

### Perimeter Wheel Stops

4.1.3(3)



#### 4.1.4 Vehicular Access and Circulation.

1) **Access.**

**Access to parking and loading areas:** Off-street parking or loading areas shall be provided with vehicular access via curb-cuts and access drives from an improved street or alley which will least interfere with vehicular and pedestrian traffic flow. Except for off-street parking accessory to single-family dwellings, such parking areas shall be designed to prohibit motor vehicles backing into public streets, alleys, or sidewalks.

**Access to parking and loading spaces:** Each off-street parking and loading space shall be accessible directly from an aisle or driveway. The only exception to this requirement is off-street parking associated with single family dwellings and parking reserved exclusively for vehicle sales, leasing, or rental.

- 2) **Parking Area Delineations.** All parking lots shall be striped to provide a visible indicator for vehicle circulation and parking maneuvers. Parking spaces and other circulation markings shall be restored, as necessary, to maintain a clear identification of separate parking spaces and other markings at all times.
- 3) **Traffic Control.** Vehicular traffic to, from, and within an off-street parking or loading area shall be controlled by appropriate traffic control signs, surface markings, and curb islands. All parking areas which will, in the opinion of the Public Works Director or his/her designee, generate a significant volume of traffic movement shall have its entrances clearly marked and designated as to direction of traffic flow or other conditions of use of the access driveway by the use of low-profile signs.

4.1.5 **Location of Parking Spaces.** All required off-street parking shall be provided on the same lot occupied by the use or building to which it is appurtenant unless otherwise provided for in this Section.

4.1.6 **Shared and Remote Parking.** One (1) parking area may contain required spaces for other adjacent uses, but except as otherwise provided for in this title, the required parking spaces assigned to one (1) use shall not be credited to any other use. To the extent that two (2) or more adjacent uses experience peak parking demand at different times, some parking spaces may be counted as meeting the demand for both uses. In

determining the parking requirements where the uses intend to share parking, Public Works Director or his/her designee will establish the peak hourly demand by calculating such need from the appropriate methodology set out in the most recent version of the ITE reference manual or on the basis of a Parking Demand Study. Persons intending to take advantage of this provision shall be required to demonstrate that an enforceable agreement exists between the parties who intend to share the parking.

#### 4.1.7 **Parking and Loading Area Setback Requirements.**

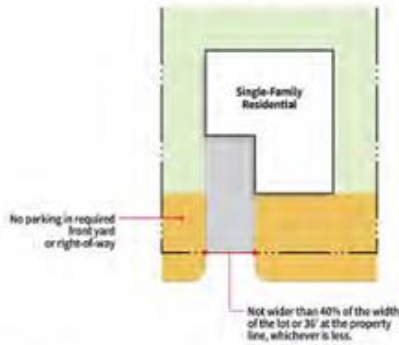
##### 1) **Nonresidential.**

- a) **Setback of parking spaces:** Parking spaces for nonresidential uses shall not occupy any part of a site between the street right-of-way and ten feet (10') from the front or side street right-of-way. A variance to this may be granted for a lot of record, if the lot depth is one hundred and thirty feet (130') or less or, in the case of a corner lot, the lot width is one hundred and thirty feet (130') or less, but in no case shall parking spaces be closer than six feet six inches (6.5') from the front or side street right-of-way.
- b) **Setback of circulation aisles:** Parking circulation aisles and parking/loading maneuvering areas may be located in a required front yard, side yard, or rear yard; provided that a minimum of five-foot (5') setback is maintained between the paved area and the property line or right-of-way line. A variance to this may be granted for a lot of record, if the lot depth is one hundred and thirty feet (130') or less or, in the case of a corner lot, the lot width is one hundred and thirty feet (130') or less, but in no case shall the variance allow for the encroachment of vehicles into the street right-of-way except for access drives.



- 2) **Single-Family Residential.** On lots developed with single-family dwellings, no motor vehicle shall be permitted to be parked between the dwelling and any street unless such vehicle is parked upon a driveway. Said driveway shall conform to all of the following standards:

**Single-Family Residential Parking Setback Requirements**  
4.1.7(2)



- a) Driveway entrances onto a public or private road shall not comprise more than forty percent (40%) of the width of the lot on which the driveway is located or 36 feet at the property line, whichever is less;
  - b) The driveway shall not cover more than forty percent (40%) of the required front yard; and
  - c) In all instances, no vehicle shall be parked so as to have any portion of the vehicle located over a public or private sidewalk or pedestrian way.
- 3) **Loading.** No loading space shall be closer than 50 feet (50') to any property in a residential district unless said space is completely enclosed by a building. No loading space shall be located within any area where parking is prohibited by this Ordinance.

4.1.8 **Dimensional Standards.** Except for off-street parking associated with single-family dwellings and as otherwise provided in this section, the following minimum dimensional requirements shall apply to all off-street parking areas:

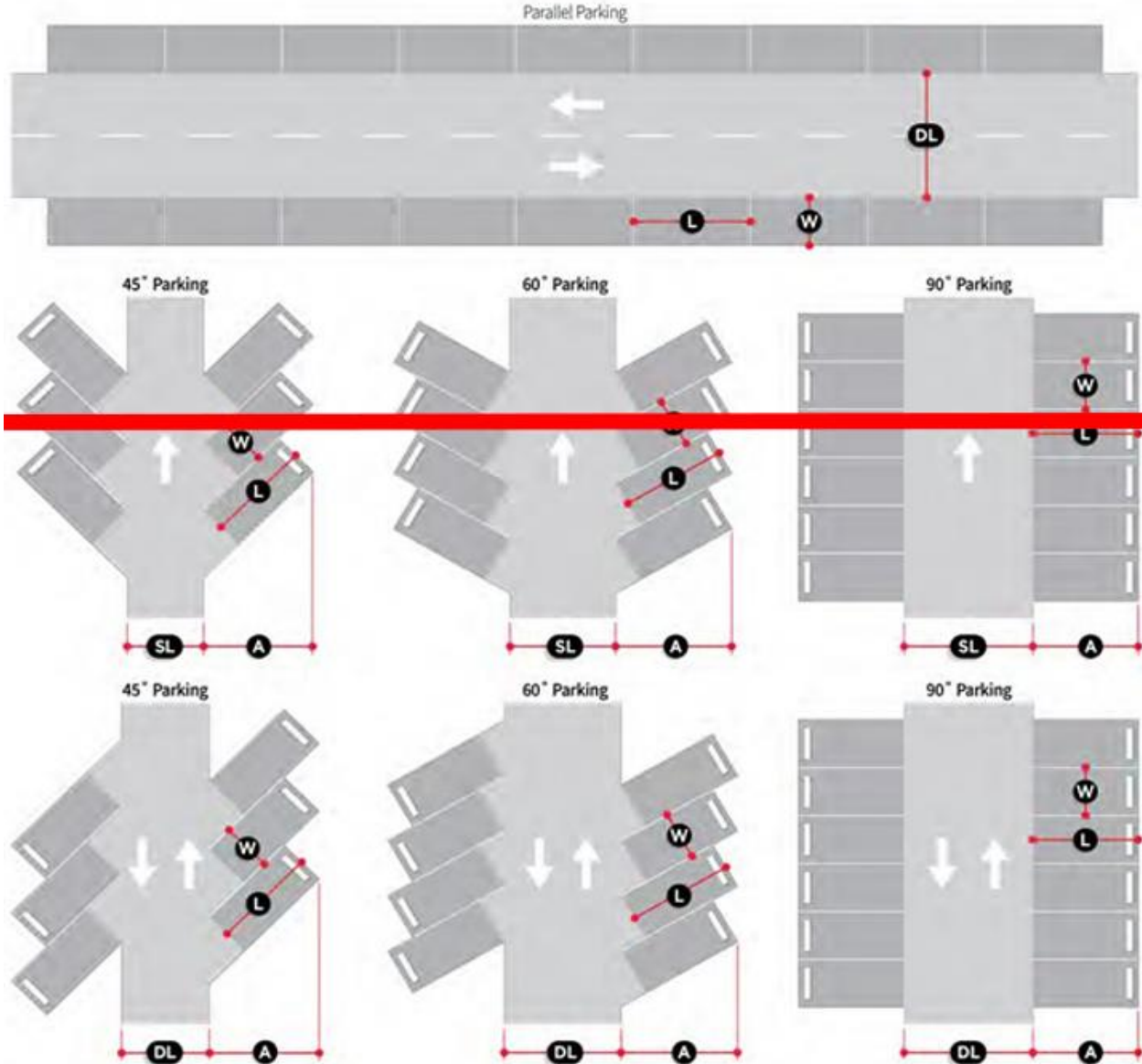
Parking Angle	Stall Width (W)	Stall Length (L)	Aisle Width (A)	Single Loaded Module Width (SL)	Double Loaded Module Width (DL)
0°	9'	21'	24'	20.5'	29'
45°	9'	18'	13'	32'	51'
60°	9'	18'	17'	38'	58'
90°	9'	18'	24'	42'	60'

- 1) **Dimensional Standards of Loading Areas.** Loading spaces shall be at least twelve feet (12') in width and twenty-five feet (25') in length (fifty feet (50') in length for tractor/trailer loading spaces), exclusive of vehicle maneuvering areas, and shall have a vertical clearance of at least fifteen feet (15').
- 2) **Exceptions to Dimensional Standards.**
  - a) Additional aisle width may be required to accommodate emergency vehicles and equipment, or where the aisle serves as a principal means of access and circulation within the site, including access to loading spaces, drive-through facilities, or trash storage facilities.
  - b) If the desired parking angle is not specified in this Section, the Public Works Director or his/her designee may specify other equivalent dimensions associated with the desired parking angle by interpolating from dimensional standards specified in this Section.

- c) Off-street parking spaces for vehicles, other than personal passenger vehicles, shall be of a size (exclusive of aisle, drives and maneuvering space) sufficient to accommodate the length and width of the vehicle as well as the opening of vehicle doors for ingress and egress.

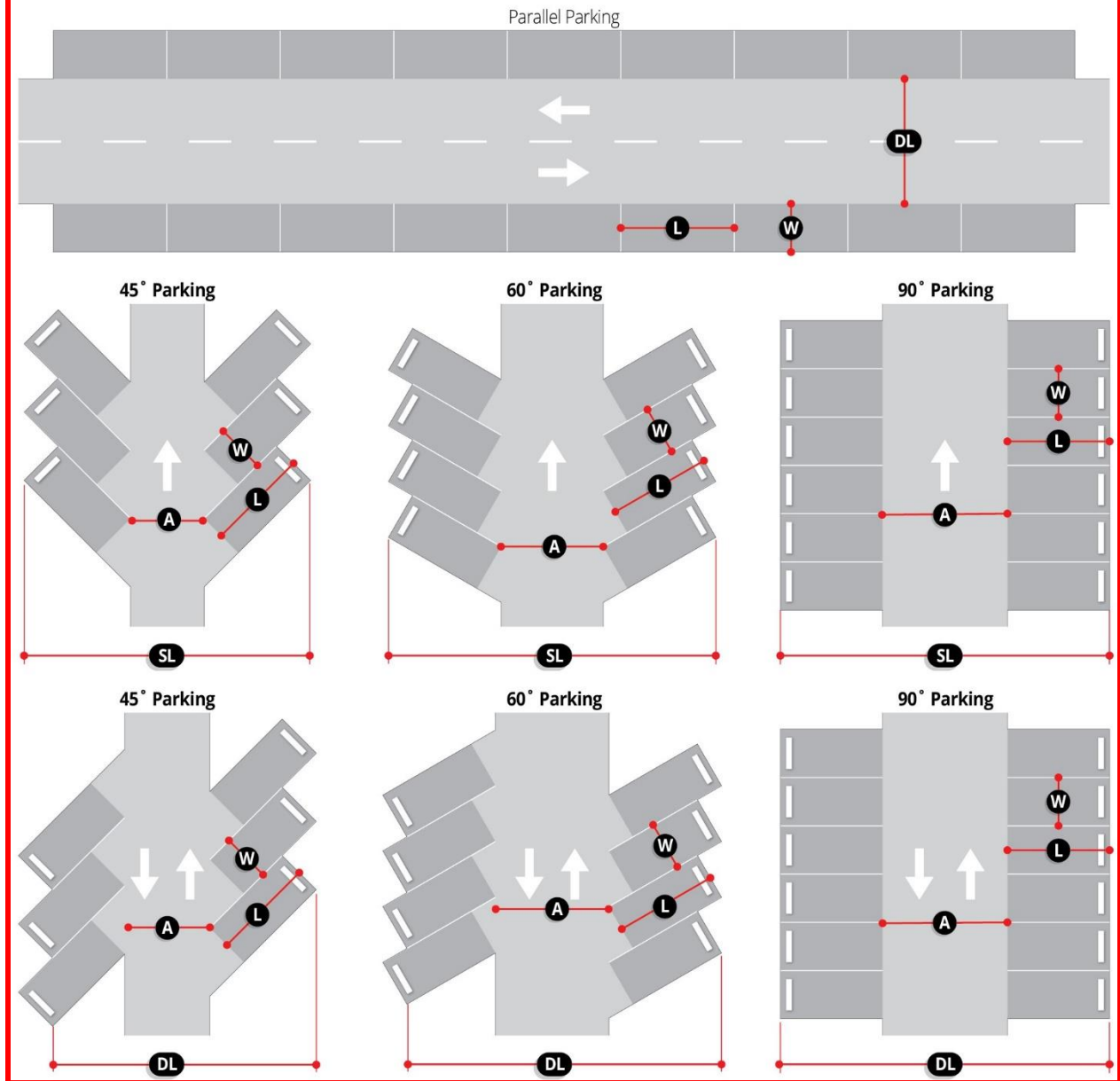
**Dimensional Standards**

4.1.8



## Dimensional Standards

4.1.8



4.1.9 **Lighting.** All parking areas shall be illuminated in accordance to the City of Sunset Hills Lighting Ordinance as detailed in Appendix B of this UDO, as amended.

4.1.10 **Americans with Disabilities Act Compliant Parking.** The number of parking spaces for physically disabled persons shall comply with the standards set forth in the Revised Ordinances of St. Louis County as may be amended from time to time.

4.1.11 **Parking for Multiple Use Buildings.** Unless otherwise specified in this section, the number of parking spaces required for land or buildings used for two (2) or more purposes, shall be the sum of the

requirements for the various uses, computed in accordance with this section. Parking facilities for one (1) use shall not be considered as providing the required parking facilities for any other use.

4.1.12 **Prohibited Off-Street Parking Uses.** Except as expressly permitted by this Ordinance, no off-street parking space or loading space shall be utilized for any other purpose. The following off-street parking uses are expressly prohibited:

- 1) Off-street parking or storage of vehicles on surfaces other than properly maintained and properly drained pavements complying with the construction requirements of Section 6.1.3.
- 2) Off-street parking of vehicles on any established lawn or landscaped area, except for vehicles required for performing repairs or construction on-site.
- 3) Storage of mobile homes or use for dwelling purposes in any zoning district.
- 4) The use of recreational equipment or motor homes for living, sleeping or housekeeping purposes when parked or stored in any zoning district.
- 5) A motor vehicle, trailer, or other motorized equipment undergoing repairs or remodeling shall be in public view for a period not to exceed one (1) week. Any such motorized equipment shall be covered or kept within a shelter.
- 6) Parking of a vehicle, trailer, or boat upon any premises in the City designated by the Missouri Department of Transportation as a "commuter lot" for the principal purpose of displaying such vehicle, trailer, or boat for sale.

4.1.13 **Minimum Required Off-Street Parking Spaces.**

Except as otherwise expressly provided in this title, off-street parking spaces shall be provided with the parking ratio requirements of Table 4.1.13 below. In no instance shall there be permitted, off-street parking in excess of twenty percent (20%) of the off-street parking required in this title. If the designated use has two (2) or more parking ratio options, the option that requires the greater number of spaces shall be used. When computation of the required number of off-street parking spaces results in a requirement of a fraction space, a fraction of any amount shall be counted as one (1) space. Upon receiving a development application for a use not specifically listed in this title, the Public Works Director or his/her designee is authorized to apply the parking ratio specified for the listed use that he/she deems most similar to the proposed or establish a different minimum parking requirement on the basis of a Parking Demand Study.

Where floor area is the unit of measurement to determine the required number of off-street parking spaces, Gross Floor Area (GFA) shall be used. For the purposes of calculating required off-street parking spaces, designated outdoor dining, seating and sales areas shall be applied toward the floor area. When the number of employees is used as a measurement for determining the number of required parking spaces, it shall be based on the number of employees that can be expected to be on the premises during the largest shift, except as otherwise specified in this Ordinance. The number of employees shall be based on the use activity operating at full capacity.

<b>Table 4.1.13 Off-Street Parking Requirements</b>	
<b>Use</b>	<b>Minimum Required Parking</b>
<b>Single-family Dwellings</b>	
Single-family detached	2 per DU
Single-family attached	2 per DU
<b>Multi-family Dwellings</b>	
Multifamily Dwelling Fewer Than 5 Units	2 per DU
Multifamily Dwelling More Than 5 Units	2.25 per DU

Senior Housing	1 per 3 beds at capacity
Dwelling units located above ground floor as part of mixed use	2 per DU
Group homes	1 per 2 occupants
<b>Temporary Dwellings</b>	
Childcare facilities	1 per 300 GFA
Assisted living facility	1 per 2 occupants
Nursing homes	1 per 3 beds at capacity
<b>Hotels and Motels</b>	
Hotel	1.2 per room + seventy-five percent (75%) of requirement for any other use associated with the establishment
<b>Educational Uses</b>	
Nurseries or preschools	1 per 250 GFA
Schools (elementary, middle)	1.2 per classroom or 1 per 4 seats in main assembly area
Schools (high)	10 per classroom or 1 per 4 seats in main assembly area
Colleges and universities	1 per 200 GFA or 1 per 4 seats or as determined by PW Director
Vocational and trade schools	1 per 200 GFA or 1 per 4 seats or as determined by PW Director
<b>Religious</b>	
Places of worship	1 per 4 seats in main assembly area
Convents, monasteries and seminaries	1 per 4 seats in main assembly area
Cemeteries and mausoleums*	1 per 1.15 employees
Crematorium	1 per 300 GFA
Funeral homes (Personal Services)	1 per 4 seats in main assembly area
<b>Other Educational, Religious, Cultural</b>	
Library	1 per 500 GFA
Museums and Cultural Institutions	1 per 500 GFA
<b>Emergency Services*</b>	
Public Safety facility (police, fire, ambulance)	1.15 per employee
Municipal Buildings	1 per 200 GFA
<b>Recreation Uses</b>	
Health, athletic, recreation, and amusement facilities, indoor	1 per 200 GFA
Parks, playgrounds, and skating rinks publicly owned and operated	As determined by PW Director

Swimming pools, athletic fields, and other recreational facilities publicly owned and operated	As determined by PW Director
Amphitheatre, Bandshell, and Outdoor Theaters	1 per 4 seats in main assembly area
Swimming Pools and Aquatic Centers (Indoor and Outdoor) privately owned and operated	1 per 50 sq. ft. of water surface area
<b><i>Private club, lodge, and recreation facilities</i></b>	
Golf Course	60 per 9 holes +seventy-five percent (75%)of requirement for any other use associated with the establishment
Miniature Golf Course	3 per hole
Bowling	3 per lane +seventy-five percent (75%)of requirement for any other use associated with the establishment
Marina	1.25 per slip
<b><i>General Office Uses</i></b>	
Banks, no drive-in	1 per 200 GFA
Banks, drive-in	1 per 300 GFA
Drive-up Automatic tellers	none required
Post office*	1 per 200 GFA
Other general offices	1 per 200 GFA
<b><i>Professional Office Uses</i></b>	
Service oriented business office	1 per 200 GFA
Contractor's office	1 per 200 GFA
<b><i>Medical Uses</i></b>	
Acute care center	1 per 150 GFA
Hospital	3 per bed
Medical or Dental Office	1 per 200 GFA
<b><i>Services</i></b>	
Hair, nail, tanning, and personal care services	1 per 200 GFA
Service and repair, clothing, and small appliance	1 per 300 GFA
Mail, copying, parcel, and printing services	1 per 300 GFA
Tattoo parlors	1 per 300 GFA
All other personal service-oriented uses	1 per 300 GFA
<b><i>Laundries</i></b>	
Launderettes (self-service dry cleaning)	1 per 250 GFA
Dry cleaning, processing on-premises	1 per 250 GFA
Dry cleaning, processing done elsewhere	1 per 250 GFA

Commercial laundries	1 per 250 GFA
<b>Animal Care Uses</b>	
Animal Hospitals	1 per 250 GFA
Kennels and Pet Daycares	1 per 300 GFA
Pet grooming	1 per 250 GFA
<b>General Retail</b>	
Mixed commercial center	1 per 250 GFA
Bakeries	1 per 200 GFA
Candy and ice cream stores	1 per 200 GFA
Grocery stores	1 per 200 GFA
Liquor stores, package goods only	1 per 200 GFA
Business and office equipment	1 per 200 GFA
Clothing and costume rental	1 per 200 GFA
Pet shops	1 per 200 GFA
Lighting stores	1 per 200 GFA
Open sales lots	1 per 200 GFA
Plumbing, heating and air conditioning	1 per 200 GFA
Sale of liquid fuels (stored underground)	1 per 200 GFA
Secondhand stores and rummage shops	1 per 200 GFA
Gun shops	1 per 200 GFA
Adult Uses	1 per 200 GFA
Other Retail	1 per 200 GFA
<b>Eating and Drinking Establishments</b>	
Sit-down Restaurants	1 per 200 GFA
Drive-through Restaurants	1 per 300 GFA
Taverns and brewpubs	1 per 200 GFA
Delivery Only/Carry-Out Restaurants	1 per 300 GFA
Delicatessens	1 per 200 GFA
<b>Meeting facility or Banquet Hall</b>	
Banquet Hall	1 per 4 seats in main assembly area
<b>Motor Vehicle Uses</b>	
Gasoline service/sales	1.25 per pump plus seventy-five percent (75%) of requirement for any other use associated with the establishment
Vehicle repair and service	4 per 25/stall
Car wash	1 per washing bay
Vehicle sales and rental	1 per 600 GFA + 1 per 2,000 sq. ft. of outdoor sales display area
<b>Wholesale, Distribution, and Storage Facilities</b>	

Wholesale sales	1 per 2,000 GFA
Distribution center	1 per 2,000 GFA + 100% of requirement for any use associated with the establishment
Garden supply and seed stores	1 per 600 GFA + 1 per 2,000 sq. ft. of outdoor sales display area
Nurseries	1 per 600 GFA + 1 per 2,000 sq. ft. of outdoor sales display area
Lumber yards	1 per 600 GFA + 1 per 2,000 sq. ft. of outdoor sales display area
Contractor supply houses	1 per 800 GFA
Auction sales	1 per 4 seats in main assembly area
Nonhazardous inside storage	1 per 1,600 GFA
Nonhazardous outside storage	1 per 1,600 GFA
<b>Industrial Uses</b>	
Laboratories, medical and dental	1 per 600 GFA
Research laboratories	1 per 600 GFA
Light manufacturing	1 per 600 GFA
Breweries and distilleries	1 per 600 GFA +seventy-five percent (75%) of requirement for any use associated with the establishment
<b>Communications Antenna Uses</b>	
Radio, cellular and television towers (manned)	1 per 200 GFA
<b>Major Utility Uses</b>	
Electric distribution, electric substation	As determined by PW Director
Gas regulator stations	As determined by PW Director
Microwave relay towers	As determined by PW Director
Sewage lift stations	As determined by PW Director
Static transformer stations	As determined by PW Director
Telephone exchanges	As determined by PW Director
Telephone transmission, equipment buildings	As determined by PW Director
Water system facilities	As determined by PW Director
Wastewater treatment plants	As determined by PW Director
Energy generating stations	As determined by PW Director
<b>Transportation Uses</b>	
Bus stations, bus garages, bus lots	As determined by PW Director
Taxi stands	As determined by PW Director
<b>Medical Marijuana Uses</b>	
Medical Marijuana Cultivation Facility	1 per 600 GFA
Marijuana Testing Facility	1 per 600 GFA

Medical Marijuana-Infused Products Manufacturing Facility	1 per 600 GFA
Medical Marijuana Dispensary Facility	1 per 200 GFA
Comprehensive Cultivation Facility	1 per 600 GFA
Marijuana Microbusiness Wholesale Facility	1 per 600 GFA
Comprehensive Marijuana-Infused Products Manufacturing Facility	1 per 600 GFA
Comprehensive Dispensary Facility	1 per 200 GFA
Marijuana Microbusiness Dispensary Facility	1 per 200 GFA
Marijuana Transportation Facility	1 per 600 GFA
Marijuana Research Facility	1 per 600 GFA

4.1.14 **Minimum Required Loading Spaces.** On the same premises with every building erected and occupied for retail business, manufacturing, storage, store, hotel, hospital or other uses similarly involving the receipt or distribution of vehicles, materials or merchandise, there shall be provided and maintained on the lot adequate space for standing, turning, loading, and unloading services in a manner that does not interfere with required parking and with the public use of streets and alleys.

4.1.15 **Stacking Spaces for Drive-Through Facilities.**

- 1) **General Requirements.** Every use having a drive-through facility shall provide stacking spaces. The following general standards apply to all stacking spaces and drive-through facilities:
  - a) Stacking spaces and lanes for drive-through stations are not to impede on- and off-street traffic movement, are not to cross or pass through off-street parking areas and are not to impede pedestrian access to a public entrance of a building.
  - b) Drive-through lanes are to be separated from off-street parking areas. Individual lanes are to be striped, marked, or otherwise distinctly delineated.
  - c) Approach lanes for drive-through facilities are to have the following minimum dimensions:
    - i. Nine feet (9') in width;
    - ii. Eighteen feet (18') in length.
  - d) All drive-through facilities are to be provided with a bypass lane with a minimum width of ten feet (10').

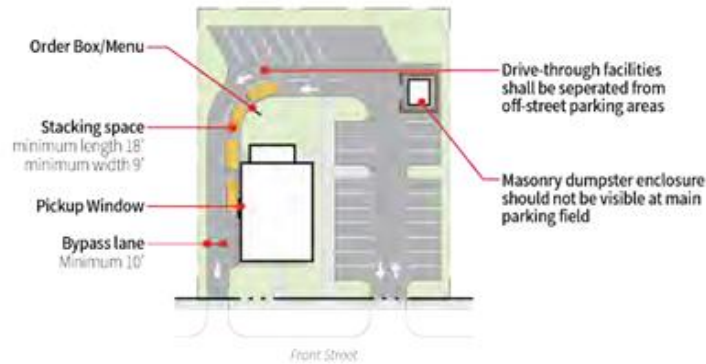
2) **Requirements by Use.**

Use	Minimum Stack	Measured From
Automated Teller Machine	Two (2) per machine	Teller Machine
Bank Teller Lane	Two (2) per lane	Teller or Window
Restaurant	Six (6) per order-box	Order-Box (four (4) of the required spaces are to be located between the order-box and pick up window, including the space at the order-box

Carwash Stall, automatic	Five (5) per stall	Entrance
Carwash Stall, manual	Two (2) per stall	Entrance
Other	At the discretion of the Public Works Director	

### Stacking Spaces for Drive-Through Facilities

4.1.15(1)



(Ord. No. 2280 , § 2, 3-14-2023; Ord. No. 2295 , § 1, 5-9-2023)

## 4.2 Landscape Requirements.

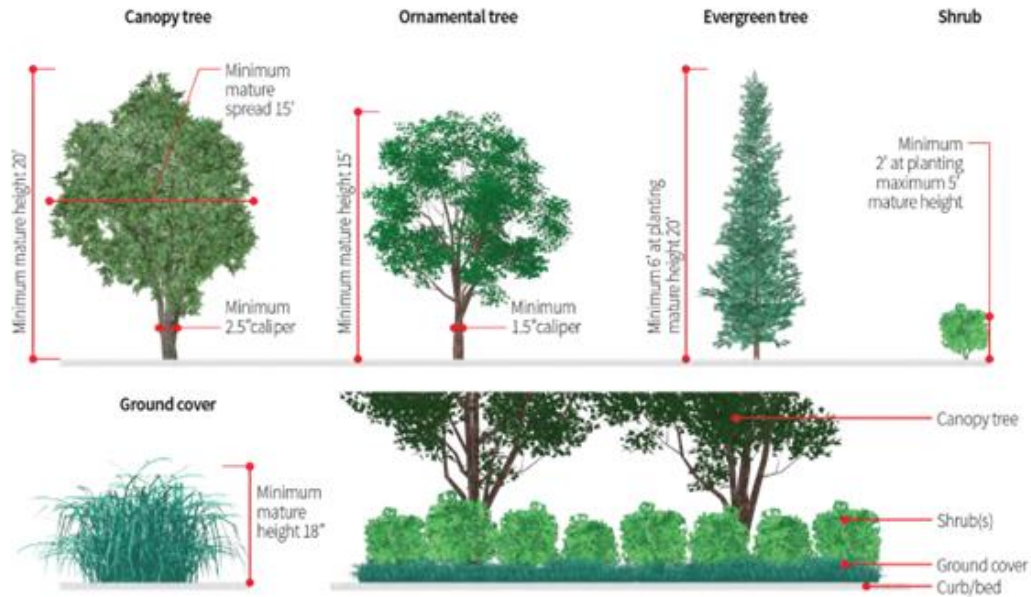
### 4.2.1 *Planting Specifications.*

- 1) **General.** Landscaping required by this Ordinance shall mean living plants in a combination of trees, shrubs, and/or ground cover. Unless otherwise stated in this Ordinance, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at twelve inches (12") above the ground level. Any plant materials used to meet the requirements of this section shall not include any plant material determined by the state of Missouri as an invasive species.
- 2) **Planting Types.**
  - a) **Canopy trees:** A hard wood plant having not less than a two and one-half inches (2.5") caliper and reaches a mature height of not less than twenty feet (20') and a mature spread of not less than fifteen feet (15').
  - b) **Ornamental trees:** A hard wood plant having not less than a one and one-half inches (1.5") caliper and normally attains a mature height of at least fifteen feet (15') and usually has one (1) main stem or trunk and many branches. Several species may appear to have several stems or trunks.
  - c) **Evergreen trees:** A tree having foliage that persists and remains green throughout the year and having a height of not less than six feet (6') at installation and maturing to a height of not less than twenty feet (20').
  - d) **Shrub:** A woody perennial plant (deciduous or evergreen) of low to medium height characterized by multiple stems and branches continuous from its base and having a height of not less than two feet (2') and normally maturing to a height of not more than five feet (5').
  - e) **Ground cover:** Plants, other than turf grass, normally reaching an average maximum height of not more than eighteen inches (18") at maturity.

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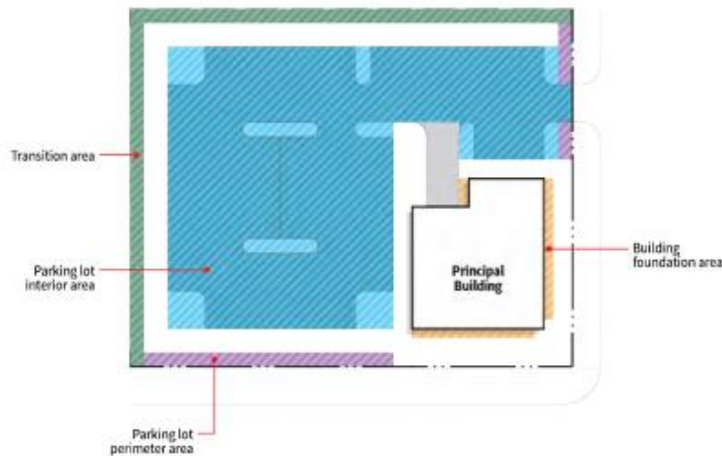
(Supp. No. 24)

**Planting Types**  
4.2.1(2)



4.2.2 **Required Landscape Elements.** The graphic below illustrates the location of the landscape and screening requirements detailed in this section.

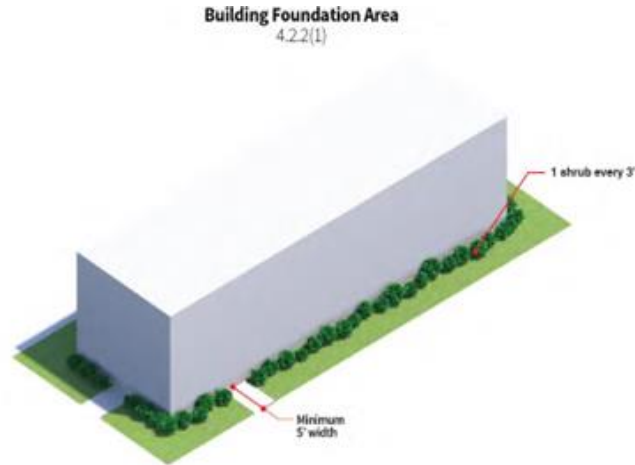
**Required Landscape Elements**  
4.2.2



1) **Building Foundation Area.**

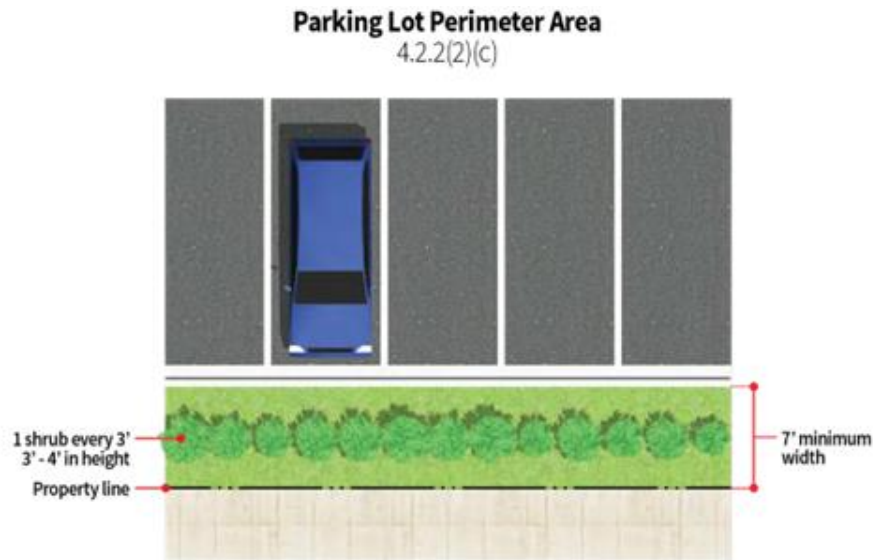
- a) A multi-family residential, non-residential, or mixed-use development is required to maintain a building foundation area at front and corner side yards of five feet (5') at a minimum.
- b) Foundation plantings shall be designed to supplement buffer yard plantings to frame important views, while visually softening long expanses of walls. Foundation plantings shall respond to the windows and materials of the building.

- c) Foundation plantings shall be installed across sixty percent (60%) of the length of the façade of the building, except where walkways and driveways are located.
- d) A minimum four-foot-wide (4' wide) hedge row shall be planted with one (1) shrub every three feet (3') on center, spaced linearly. Foundation plantings may also include trees, additional shrubs, grasses, perennials, and groundcover.



- 2) **Parking Lot Perimeter Area.** All parking lots shall include landscaping and trees located on the perimeter of parking areas as required by this section. Trees and landscaping required by this section shall be in addition to trees and landscaping required under other sections of this Ordinance. It is the objective of this section to provide screening between parking areas and street right-of-way.
  - a) **Applicability.** The parking lot perimeter landscaping regulations of this section apply to all the following:
    - i. The construction or installation of any new surface parking lot or vehicular use area that is adjacent to street right-of-way; and
    - ii. The expansion of any existing surface parking lot or vehicular use area that is adjacent to street right-of-way, in which case the requirements of this section apply only to the expanded area.
  - b) **Exemptions.** Installation of parking lot perimeter landscaping is not required when the parking lot or vehicular use area is not visible from adjacent street right-of-way.
  - c) **Requirements.** Perimeter landscaping is required for all parking lots and shall be established along the edge of the parking lot with a minimum depth of seven feet (7') as measured from the back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
    - i. The landscape treatment shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot. Landscaped areas outside of shrub and tree masses shall be planted in live groundcover. The landscaped area shall be improved as follows:
      - i. One (1) shrub the height of which shall not be less than three feet (3') nor greater than four feet (4'), shall be planted for every three feet (3') of landscaped area length, spaced linearly to adequately screen vehicle bumpers (ideally creating a solid hedge row).

- ii. Alternatively, a low pedestrian wall or fence the height of which provides effective screening to a maximum height of three feet (3') may be used in conjunction with required landscaping. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.



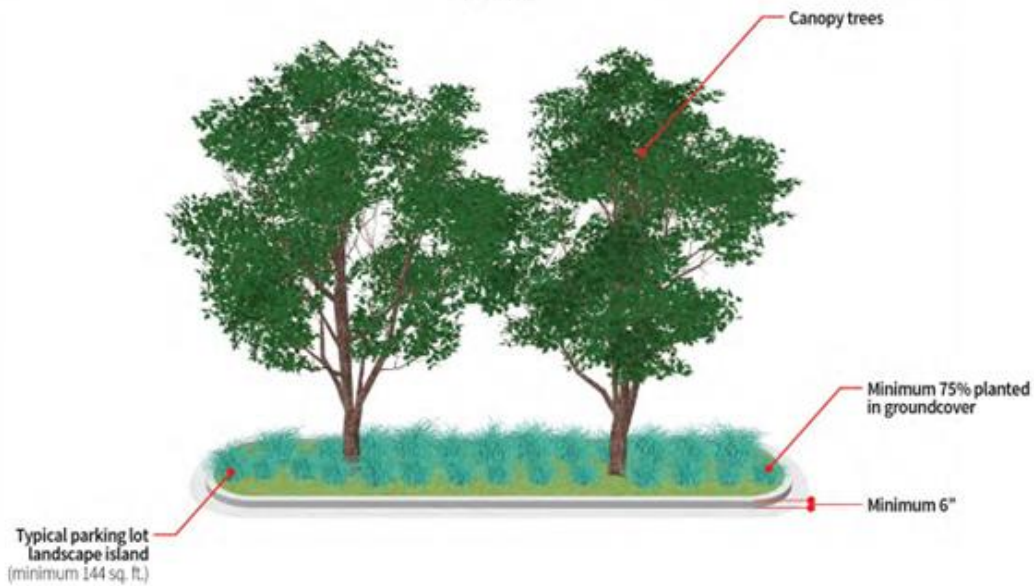
- 3) **Parking Lot Interior Area.** All parking lots shall include landscaping and trees located within the parking area as required by this section. Trees required by this section shall be in addition to trees and landscaping required under other sections of this Ordinance. It is the objective of this section to provide shade within parking areas, break up large expanses of parking lot pavement, and provide a safe pedestrian environment.
  - a) **Applicability.** The parking lot interior landscape regulations of this section apply to all the following:
    - i. The construction or installation of any new surface parking lot containing 8 or more parking spaces; and
    - ii. The expansion of any existing surface parking lot if the expansion would result in eight or more new parking spaces, in which case the requirements of this section apply only to the expanded area.
  - b) **Requirements.** For parking lots consisting of fifteen (15) or more spaces, interior parking lot landscaping shall be required. For parking lots consisting of fewer than fifteen (15) spaces, all rows of parking shall be terminated by a parking lot island or landscaped area.
  - c) **Amount.** One (1) parking lot island shall be provided between every fifteen (15) parking spaces. Parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands shall be no less than the amount required one (1) island for every fifteen (15) spaces. However, all rows of parking spaces shall be terminated by a parking lot island or landscaped area.
  - d) **Size and Planting of Parking Lot Islands.** Parking lot islands shall be the same dimension as the parking stall. Double rows of parking shall provide parking lot islands that are the same dimension as the double row. A minimum of one (1) canopy tree shall be provided for every parking lot island or landscaped area. If the island extends the width of a double row, then two (2) canopy trees shall be provided.

- e) **Design of Planting Areas.** Parking lot islands or landscaped areas shall be at least one hundred and forty-four square feet (144 sq. ft.) in area and at least six inches (6") above the surface of the parking lot and protected with concrete curbing, except where designed specifically for the absorption of stormwater. Such islands and landscaped areas shall be properly drained and irrigated as appropriate to the site conditions to ensure survivability.
- f) **Type of Landscape Material.** Canopy trees shall be the primary plant materials used in parking lot islands and landscaped areas. Ornamental trees, evergreen trees, shrubs, groundcover, and other plant materials may be used to supplement the canopy tree plantings but shall not create visibility concerns for automobiles and pedestrians.
- g) **Groundcover.** A minimum of seventy-five percent (75%) of every parking lot island shall be planted in groundcover.



**Typical Parking Lot Landscape Island (Double Row)**

4.2.2(3)



4) **Transition Area.**

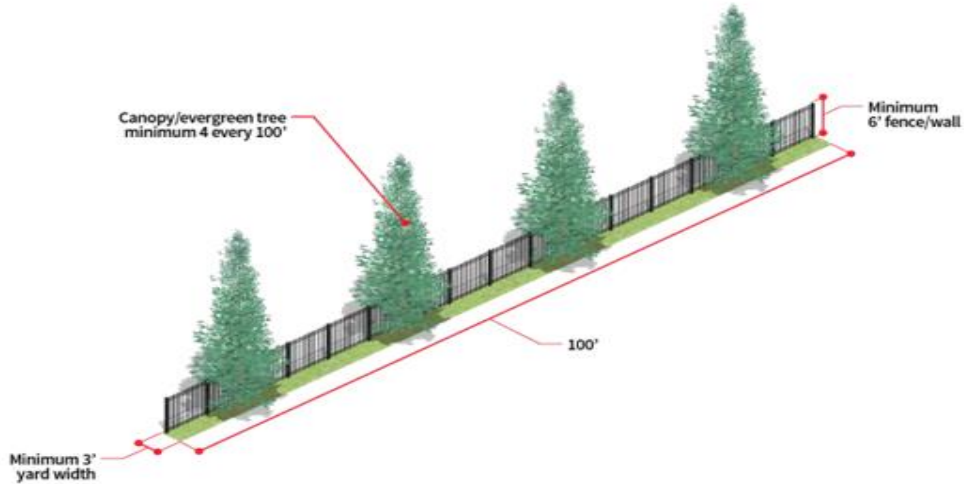
- a) It is the objective of the transition area to minimize the land use conflicts between incompatible uses. It is not expected that the transition area will totally screen such uses. It is expected that the transition area design elements identified below will minimize land use conflicts and will enhance over time as landscaping matures. The transition area landscape regulations of this section apply along interior property lines in those instances expressly identified in this Ordinance and only to the following activities:
  - i. The construction or installation of any new principal building or principal use; and
  - ii. The expansion of any existing principal building or principal use that results in an increase in gross floor area or site area improvements by more than five percent (5%) or one thousand square feet (1,000 sq. ft.), whichever is greater. In the case of expansions that trigger compliance with transition area requirements, transition area landscaping is required only in proportion to the degree of expansion. The Public Works Director or his/her designee is authorized to allow the transition area to be established adjacent to the area of expansion or to disperse transition area landscaping along the entire site transition area.
- b) **Transition Area Types.** Four (4) transition yard types are established in recognition of the different contexts that may exist, as shown in the table below. Transition yards may include a combination of elements including setback distances for separation, planting types, solid fencing, groundcover, and turf.

Specifications	Transition Area A	Transition Area B	Transition Area C	Transition Area D
Min. Yard Width [1] (feet)	3	8	10	15
Min. Fence/Wall Height (feet)	6	6	6	6
<b>Min. Trees (per one hundred feet (100'))</b>				
Ornamental	Not required	3	4	4

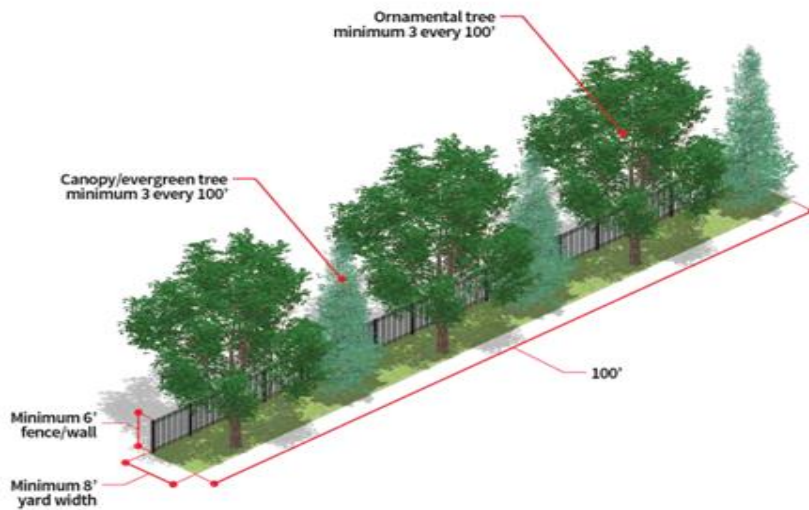
Canopy/Evergreen	4	3	4	5
Shrubs (per one hundred feet (100'))	Not required	Not required	20	30

[1] Yard widths calculated on the basis of average per one hundred feet (100'), provided that the yard width at any point may not be less than fifty percent (50%) of the minimums stated in the table. Required zoning district setbacks may be counted toward satisfying transition yard widths.

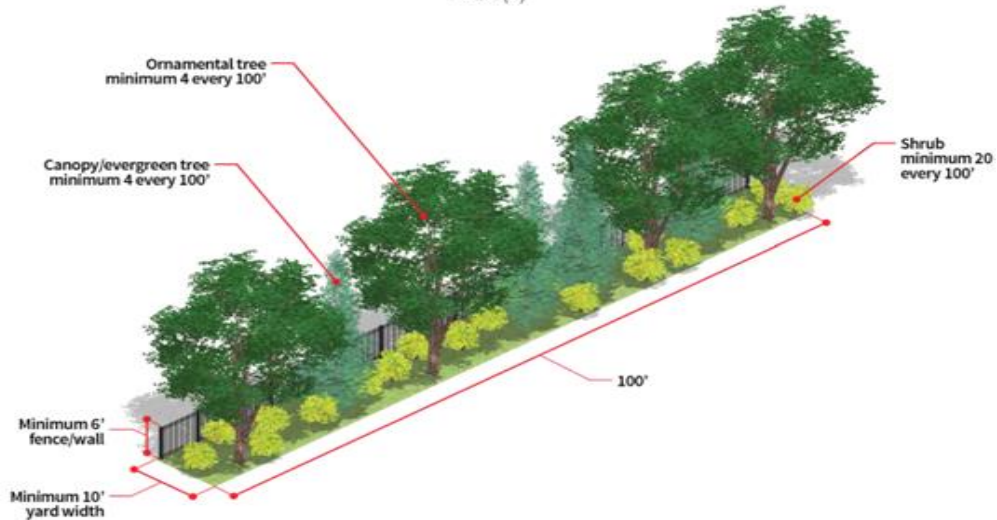
**Transition Area - Type A**  
4.2.2(4)



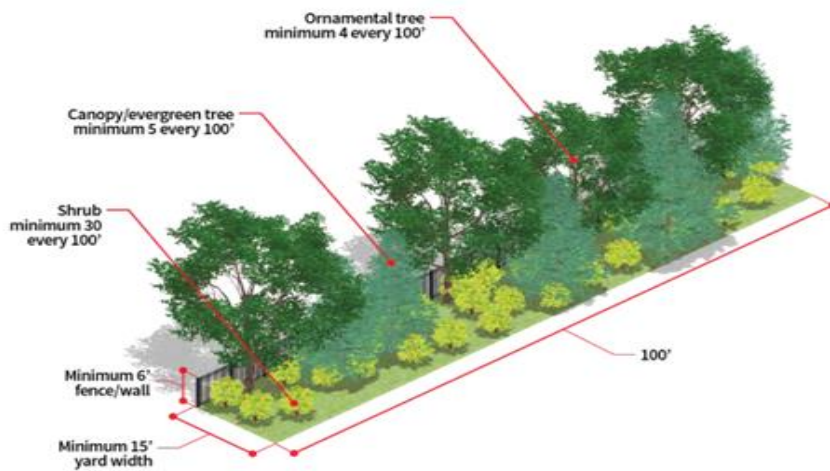
**Transition Area - Type B**  
4.2.2(4)



**Transition Area - Type C**  
4.2.2(4)



**Transition Area - Type D**  
4.2.2(4)



- c) **Application of Transition Area Types.** Transition areas shall be provided based on the table below, except where adjacent uses are of a similar nature, scale, and intensity. As per the table, the type of required transition yard is dependent upon the land use type of the subject lot and the land use type of the adjacent lot(s). When the approved use of a lot would typically require a transition area of a certain type based on the table below, the Public Works Director or his/her designee may grant an Administrative Departure when a use is deemed not of a similar nature, scale, or intensity, but as a use with nominal impact on the character of uses in the adjacent zoning district. In this instance, the departure may be granted for one less intense type of area.

Subject Lot Land Use	Adjacent Lot Land Use					
	Open Space/Agriculture	Detached Single-Family	Attached Single-Family	Multi-Family	Business	Industrial

<b>Open Space/Agriculture</b>	None Required					
<b>Detached Single-Family</b>	None Required	None Required				
<b>Attached Single-Family</b>	Transition Area A	Transition Area B	None Required			
<b>Multi-Family</b>	Transition Area B	Transition Area C	Transition Area A	None Required		
<b>Business</b>	Transition Area C	Transition Area C	Transition Area B	Transition Area B	None Required	
<b>Industrial</b>	Transition Area D	Transition Area D	Transition Area C	Transition Area C	None Required	None Required

**4.2.3 Installation and Maintenance of Landscape Areas.**

- 1) Immediately upon planting, all trees shall conform to the American Standard for Nurserymen, published by the American Association of Nurserymen, Inc., as revised from time to time.
- 2) All new landscaped areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building so as to allow for occupancy; or if the time of the season or weather conditions is not conducive to planting, the Public Works Director or his/her designee may authorize a delay for such planting up to six (6) months after occupancy or use of the buildings or premises. Dead plant materials shall be replaced within a sixty-day (60-day) taking into consideration the season of the year and shall have at least the same quantity and quality of landscaping as initially approved. If the particular project is constructed in more than one (1) phase, the sixty-day (60-day) timeframe shall apply to each individual phase.
- 3) All landscaping and screening shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. The ground surface of landscaped areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding the trees and shrubs.

**4.2.4 Existing Parking Lot Landscape.** For existing parking lots that currently do not comply with the required parking lot landscaping, such landscaping shall be provided when:

- 1) A new principal building or building addition is constructed, or exterior remodeling of the principal building occurs.
- 2) Over fifty percent (50%) of the total area of an existing parking lot is reconstructed. Resealing or re-striping of an existing parking lot, which does not entail paving or resurfacing by replacement of the asphalt or concrete, shall not be subject to this requirement.
- 3) When an existing parking lot under ten thousand square feet (10,000 sq. ft.) in area is expanded by fifty percent (50%) or more in total surface area.
- 4) When an existing parking lot over ten thousand square feet (10,000 sq. ft.) in area is expanded by twenty-five percent (25%) or more in total surface area.

**4.3 Screening Requirements.**

**4.3.1 Screening of Trash and Recycling Receptacles.** For all uses, except any individual lot occupied by a single-family or two-family dwelling, using a common trash receptacle and all nonresidential uses:

- 
- 1) Solid material screening or full screening landscape on three (3) sides to a height that screens the containers, having a minimum height of six feet (6').
  - 2) Materials used for screening shall complement the architecture of the principal structure, **in which three (3) sides are masonry (brick, stone or textured and pigmented concrete) and one (1) side is an opaque gate made of metal, wood, or vinyl.** The use of materials that are not solid, such as slats in chain-link, shall not be used to meet this requirement.
  - 3) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the main structure.
  - 4) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
  - 5) Enclosure openings directly visible from a public right-of-way and/or adjoining residential areas shall have a solid material gate. For larger enclosure areas, a separate gate access is encouraged.
  - 6) Access drives shall be constructed of material and thickness to accommodate truck loading. Year-round accessibility to the enclosure area for service trucks shall be maintained by the property owner or tenant.
  - 7) Enclosures shall be of an adequate size to accommodate expected containers. It is encouraged to design the enclosure area to be expandable to accommodate future additional containers.
  - 8) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by use of barrier curbing, reinforced masonry walls, or other similar means.
  - 9) Trash enclosures shall not be located within a required street front or street side setbacks or occupy area used for required parking spaces.

#### 4.3.2 **Outdoor Storage Area.**

- 1) All outdoor storage areas must be completely screened by an opaque masonry wall (stone, stucco, or brick) or a solid wood screen fence no less than five feet (5') and no more than six feet (6') in height. Where feasible, plant materials should be installed along the fence or wall located along the public right-of-way to provide a softening effect.
- 2) Growing areas for nursery stock located in the front or corner side yard are considered to meet screening requirements.

4.3.3 **Screening of Ground-Mounted Mechanical Units.** For all uses, except any individual lot occupied by a single-family, two-family, or three-family dwelling, all ground-mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment, that are visible from any adjacent public thoroughfare shall be visibly screened from public view. The screen shall be designed and established so that the area or element being screened is no more than twenty percent (20%) visible through the screen.

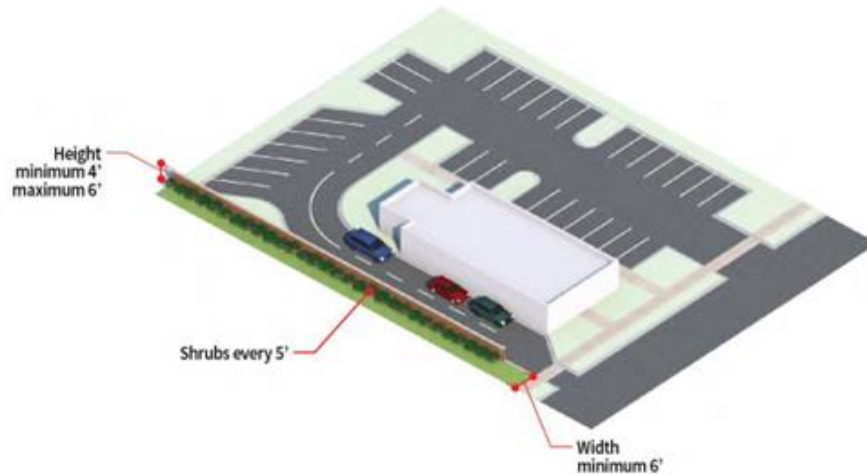
4.3.4 **Screening of Roof-Mounted Mechanical Units.** All roof-mounted mechanical units shall be screened from adjacent public thoroughfares using an opaque screening material compatible with the architecture of the building or architecturally designed screening such as a parapet wall. The screening of the roof-mounted units shall be designed to blend with the building and roof materials. Additional screening may be required due to topographic differences in the adjoining properties.

4.3.5 **Drive-Through Facility.** Drive aisles of drive-through facilities must be effectively screened from view along the public right-of-way and at the edges of sites adjacent to residential properties to minimize the impact of exterior site lighting, headlight glare and any menu intercom displays. Such screening must be approved during the site plan review process, be a minimum of six feet (6') in width, and must consist of an opaque masonry wall (stone, stucco, or brick), a solid wood or simulated wood screen fence with a minimum height

of four feet (4') and a maximum height of six feet (6'). Small shrubs must be installed every five feet (5') along the exterior of the fence or wall to provide a softening effect.

#### Drive-Through Facility Screening

4.3.5



## 4.4 Fence Regulations.

4.4.1 **Permit Required.** Except for fences approved under the conditional use permit procedure or planned development procedure, a permit issued by the Public Works Director or his/her designee shall be required for the construction of a fence. Said permit shall be issued upon determination by the Public Works Director or his/her designee that the proposed fence installation complies with the requirements of this section.

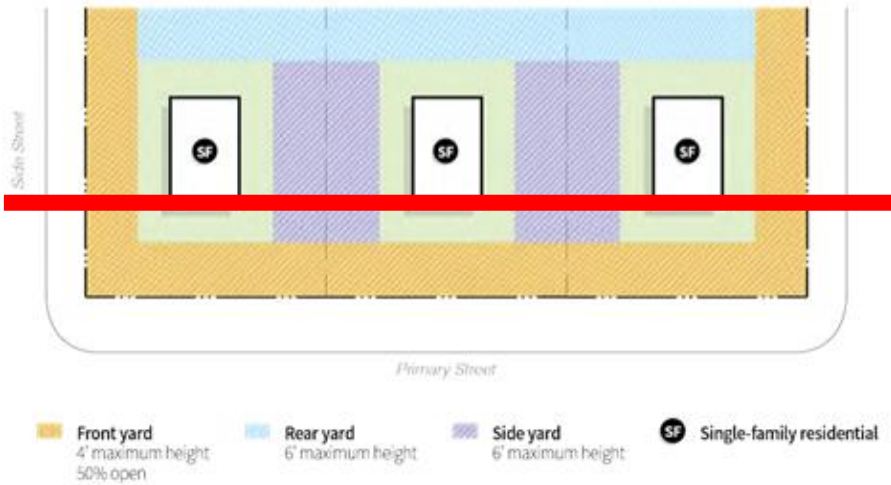
### 4.4.2 Fence Height and Location.

#### 1) Residential Districts.

- a) **Interior lots:** Fences, having a height of not more than six feet (6'), are permitted in the rear yard and side yards, provided that a fence, greater than four feet (4') in height, located in a side yard shall not extend beyond either the established front face of the principal building on the lot or the principal building on an adjoining lot, whichever is closest to the street.
- b) **Corner lots:** Fences, having a height of not more than six feet (6'), are permitted in the rear and side yards, provided that a fence, greater than four feet (4') in height, shall not extend beyond either the established front face (oriented to either street) of the principal building on the lot or the principal building on the adjoining lot, whichever is closest to the street.
- c) **Through lots:** Fences, having a height of not more than six feet (6'), are permitted in the yard adjacent to the right-of-way that does not serve as the access to the lot and for all intents and purposes is used as the "rear" yard, provided that fences greater than four feet (4') in height shall not extend beyond the established front building line of a lot fronting onto such right-of-way and located within the same block, or the minimum front building setback line of such lot, if not developed.
- d) **Front yards:** Fences, having a height of not more than four feet (4'), are permitted in front yards, provided that such fences shall be of non-sight barrier construction (e.g., post and rail fences) a minimum of fifty percent (50%) of which shall be open.

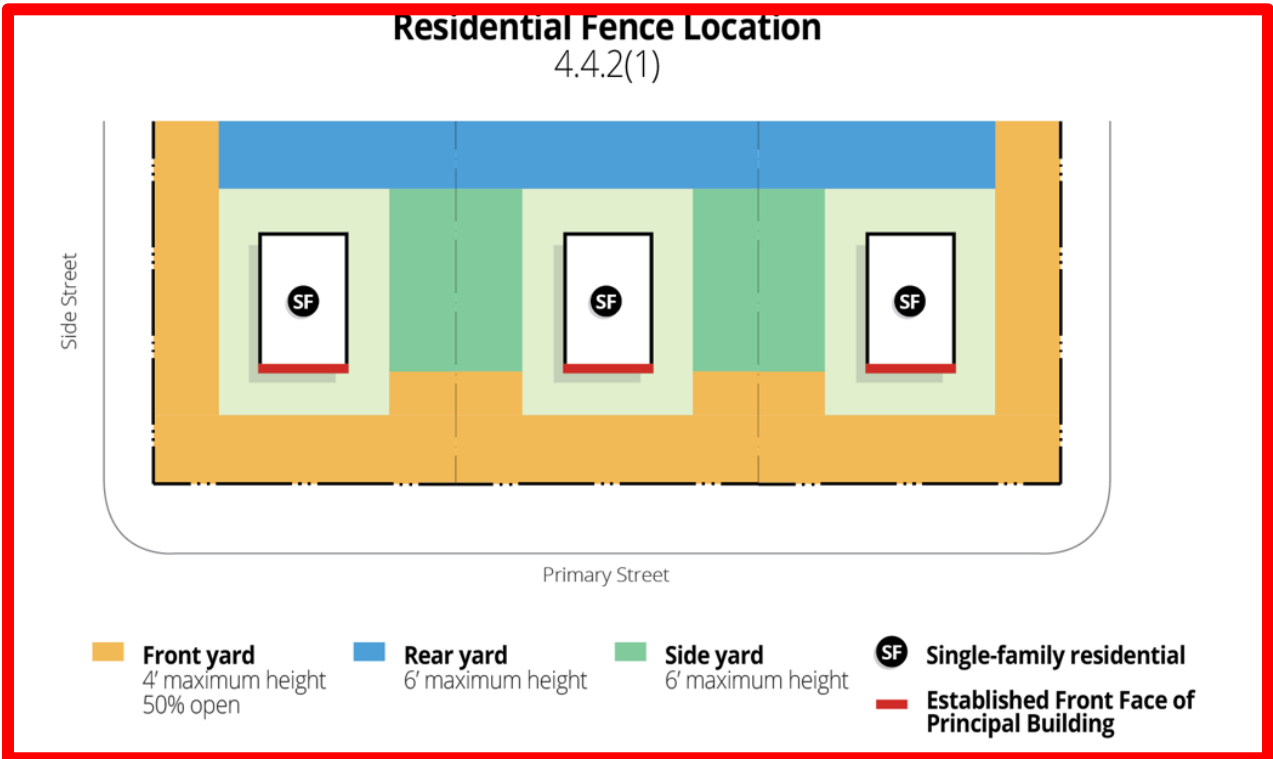
**Residential Fence Location**

4.4.2(1)



**Residential Fence Location**

4.4.2(1)



- 2) **Non-Residential Districts.** In any non-residential district, no fence shall exceed six feet (6') in height except as otherwise provided for in this Ordinance. In non-residential districts, fences are permitted in any yard, with the following limitations:
  - a) Except for the LI district, fences in the front yard shall be limited to low masonry walls of architectural quality (brick, stone, or textured and pigmented concrete). The height of such fences shall not exceed four feet (4') in height except columns, that are integral to the fence design, may exceed four feet (4').

**4.4.3 Exceptions.**

- 1) Recreational courts may be bounded by an open (no slats) chain link fence up to ten feet (10') in height, provided that such fences be located at least twenty feet (20') from any abutting residential property. Such fences in any residential district shall be located within the rear yard.
- 2) Fences (or walls), used as a decorative feature and/or as a backdrop to an identification sign for a subdivision or planned development entrance, may exceed the above stated maximum heights, subject to the requirements and procedures of the city's sign regulations in Appendix B, Sign Ordinance of this UDO.

**4.4.4 Fence Materials.**

- a) Except as otherwise provided for in subsection b) below, fence material shall be that which is designed and intended for use in fence installations, including decorative masonry (e.g., brick, stone, or textured and pigmented concrete). All wire or makeshift material such as 2" x 4" lumber and plywood shall be prohibited, except for temporary protective barriers on properties undergoing construction or demolition activities. All fences shall be maintained in a structurally sound condition and otherwise in a neat and clean appearance.
- b) All wire, barbed wire, or razor wire shall not constitute any part of a fence in any district, except when used to screen recreational courts or as may be approved by Board of Aldermen in the LI district.
- c) All new chain link fencing shall be coated or painted in a color approved by the City Engineer.
- d) Silver chain link fencing existing at the time of the adoption of this UDO may be repaired with silver chain link fencing.

**4.4.5 Fences Surrounding Swimming Pools.** Swimming pools shall be surrounded with a protective barrier in accordance with Saint Louis County Building Code as amended from time to time.

**4.4.6 Fences at Street Intersections.** Fences, at or near street intersections or access private drives, shall be erected or placed in such a manner as to not materially obstruct or impede vision between a height of two and one-half (2.5) and ten (10) feet above the center line grades of the intersection streets in the area bounded by the street lines of such corner lots and a line joining points along said street lines twelve (12) feet from the point of intersection.

**4.5 Permitted Encroachments.**

No obstructions shall be permitted in any yard required by this title. However, the following shall not be considered obstructions when located in the required yards specified, subject to the applicable requirements of Table 4.5 below.

<b>TABLE 4.5: PERMITTED ENCROACHMENTS</b>			
<b>Encroachment</b>	<b>Front Yard</b>	<b>Side Yard</b>	<b>Rear Yard</b>
Accessory buildings and uses as provided in Section 4.6 of this title	No	No	Yes
Agricultural use	Yes - Excludes buildings & structures		
Air conditioning compressors	Yes	Yes	Yes
Arbors, trellises, trees, shrubs, and similar landscaping features	Yes	Yes	Yes
Awnings or canopies	Projecting ≤ twenty-five percent (25%) of required yard depth		
Bay windows	Projecting ≤ three feet (3') into required yard	No	Projecting ≤ three feet (3')

			into required yard
Canopies over fuel pumps; fuel, air, and water pumps in conjunction with automobile service stations	Set back $\geq$ thirteen feet (13') from front lot line	No	No
Chimneys	Projecting $\leq$ two feet (2') into required yard		
Detached residential garages and carports	No	No	Yes
Eaves and Gutters	Yes	Projecting $\leq$ 2 feet (2') into required yard	Yes. Accessory structure eaves & gutters set back $\geq$ two feet (2') from lot line.
Fences as provided in Section 4.4 of this title	Yes	Yes	Yes
Off-street parking facilities as provided in 4.1 of this title	No	Yes	Yes
Balconies, open porches, terraces, and decks attached to the primary structure	Projecting less than or equal to ten feet (10') into required yard	No	Yes
Refuse storage areas (dumpsters)	No	Yes <sub>1</sub>	Yes
Sills, belt cornices, and other similar architectural features	Extending $\leq$ eighteen feet (18') into required yard		
Steps, fire escapes, ramps necessary for access	Yes	Yes	Yes
Swimming pools, tennis courts and other similar recreational facilities	No	No	Yes
Storage buildings permitted as accessory structures	No	No	Yes
1. If in side yard, must be screened from view from public and/or private streets, as approved by the Public Works Director or his/her designee.			

**4.6 Accessory Uses, Buildings, and Structures.**

4.6.1 **Permitted Accessory Uses, Buildings, and Structures.** A permitted accessory use is any use or structure which complies with the definition of "Accessory Use, Building, or Structure, Permanent" or "Accessory Use, Building, or Structure, Temporary" contained in Section 14, "Definitions," including but not limited to, the following typical uses:

<b>TABLE 4.6-1: PERMITTED ACCESSORY USES, BUILDINGS, AND STRUCTURES</b>			
<b>Accessory Use, Building, or Structure</b>	<b>Permanent</b>	<b>Temporary</b>	<b>Reference</b>

Antennae (receive only home or business television antennae) and satellite earth station antennae less than two (2) meters in diameter;	X		
Apiaries	X		
Chicken coops	X		
Children's playhouses	X		
Cultivation—Consumer, Primary Caregiver, and Qualifying Patient			5.11
Garages	X		
Gardens	X		
Outdoor swimming pools and hot tubs	X		
Private recreation facilities, including tennis courts, provided that such facilities shall not be lighted if located in any residential district	X		
Stables located within a residential district, if they are located on lots containing two (2) acres or more of open space per horse and where such open space is fenced and available to the horses	X		
Statuary, arbors, trellises, barbecue stoves, and dog houses	X		
Temporary portable outdoor storage units		X	5.9
Seasonal outdoor sales <sup>1</sup>		X	
1: Seasonal outdoor sales must be approved through a Seasonal Outdoor Sales Permit issued by the Board of Aldermen			

(Ord. No. 2280 , § 3, 3-14-2023)

**4.6.2 Location, Dimensional, and Other Requirements.**

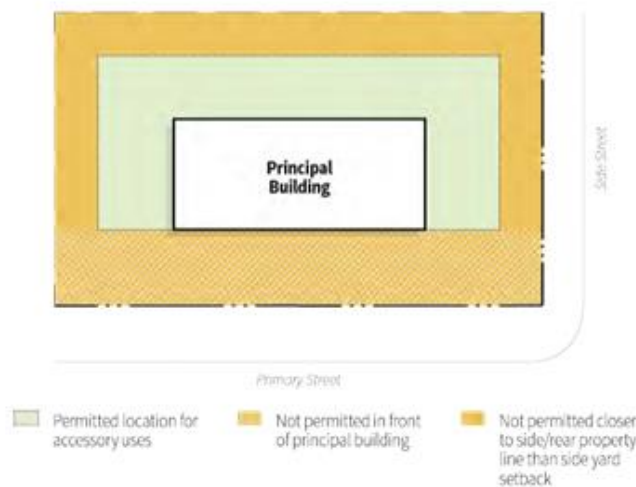
**1) Residential and Planned Developments with Residential Uses.**

- a) Any accessory structures not located entirely in the required rear yard must comply with the side yard setback requirements of the primary structure, shall not be closer than five feet (5') from the rear property line, and not located between the primary structure and the front lot line or the lot line adjacent to the street for corner lots.
- b) All accessory structures and uses located entirely in the required rear yard setback shall not be closer than five feet (5') from the property line.
- c) No accessory structure or portion thereof shall be located in the required side or front yards.
- d) When an existing principal structure has a substandard side yard setback, then the side or rear setback for the accessory structure or use shall not be less than the side setback of the principal building.
- e) Where an accessory structure is structurally attached to the principal building, it shall comply with the setback requirements that apply to the principal building.

- f) The architectural style of garages shall complement the principal building and shall not exceed the height of the principal building or eighteen feet (18'), whichever is less.
  - g) A structure for storage or a greenhouse, that is accessory to a single-family residential building, shall not exceed two hundred and fifty square feet (250 sq. ft.) in gross floor area nor exceed eighteen feet (18') in height.
- 2) **Non-Residential Districts.**
- a) All accessory structures and uses shall be located behind the front of the principal building.
  - b) No accessory structure or use shall be located closer to the side or rear property line than the side yard setback dimension established for the particular zoning district.
  - c) Parking structures, whether attached to or detached from the principal building, shall comply with the setback requirements for the principal building.
  - d) No outdoor display of merchandise is permitted, except for a business in premises of at least one hundred thousand square feet (100,000 sq. ft.) located in a planned commercial development, thirty-five (35) acres or more in area. Further, said display shall be limited to seasonal merchandise only. Outdoor sales and display for such a business may occur on the sidewalk area immediately in front of such business, limited to the free space, not including a six-foot (6') wide pedestrian walkway. Outdoor sales and displays for such a business may occur in a portion of the parking lot proximate to such business, subject to Board of Aldermen approval and provided that no more than twenty percent (20%) of required parking spaces be utilized for such outdoor sales and displays.
- 3) **Other Use Limitations.**
- a) No accessory structure shall be allowed on any lot prior to the time of the completion of the construction of the principal structure to which it is accessory.
  - b) Accessory uses customarily incidental to residential uses, such as the use of a lot or portion of a lot for a vegetable or flower garden and the keeping of domesticated animals are permitted, but not on a commercial basis or that creates a nuisance to adjacent or nearby residents.
  - c) No garage, attached or detached, shall be used for, or converted to habitable space.

**Non-Residential Accessory Uses and Structures Permitted Location**

4.6.2(2)



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#### 4.7 Number of Principal Buildings on a Lot.

Except for detached one-family and two-family dwellings, more than one principal building may be located on the same lot provided that density and dimensional requirements of this Ordinance shall be met for each principal building as though they were on individual lots.

#### 4.8 Conformity with Dimensional and Off-Street Parking Regulations.

- 1) The maintenance of yards, other open space and minimum lot area required for a structure shall be a continuing obligation of the owner of such property on which it is located as long as the structure is in existence.
- 2) No required yards, other open space, or minimum lot area allocated to any structure, shall be used to satisfy required yards, other open spaces, or minimum lot area requirements for any other structure.
- 3) There shall be no obstructions permitted in required yards except as set forth in this Ordinance.
- 4) Except as provided for in Section 4.1, "Off-Street Parking and Loading Requirements," no required off-street parking area required for a use on a lot shall be used to satisfy the required off-street parking for a use of another lot.

#### 4.9 Building Grades.

Any building requiring yard space shall be located at such an elevation that a sloping grade shall be maintained to cause the flow of surface water to run away from the walls of the building but in such a manner as not to cause runoff of surface water to cause damage to adjacent properties.

#### 4.10 Home Occupations.

- 1) **Purpose.** The following requirements for Home-Based Businesses and Home-Based Work are enacted for the purpose of protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; ensuring that the business activity is compliant with city, state, and federal law; and confirming that the business is paying applicable taxes.
- 2) **Definitions.** As used in this Section 4.10, the following words shall have the following meanings:

Goods or services	Any work, labor, merchandise, equipment, products, supplies, or materials, of any tangible or intangible nature, except real property or any interests therein.
Home-based business	Any business operated in a residential dwelling, by a person residing in that residential dwelling, that manufactures, provides, or sells goods or services and that such business is owned and operated by the owner or tenant of the residential dwelling.
Home-based work	Any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.
Home occupation	Either a No Impact Home-Based Business or resident or residents of the home doing Home-Based Work.
No impact home-based	Any Home-Based Business:

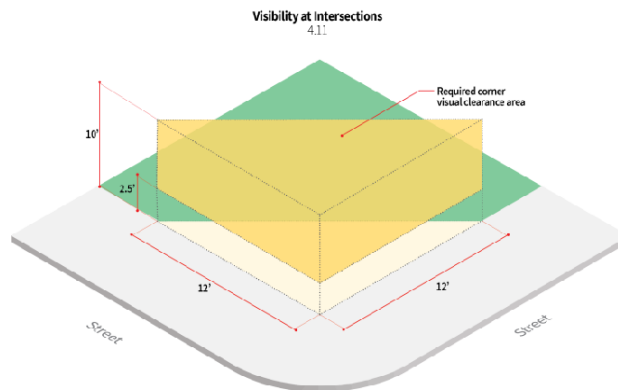
	(a) Where the total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and
	(b) The activities of the business:
	1. Are limited to the sale of lawful goods and services;
	2. May involve having more than one client on the property at one time;
	3. Do not cause a substantial increase in traffic through the residential area;
	4. Do not violate any residential parking requirements;
	5. Occur inside the residential dwelling or in the yard of the residential dwelling;
	6. Are not visible from the street; and
	7. Do not violate the narrowly tailored regulations in Subsection c, below.

- 3) A Home Occupation may operate in any Residential District provided the Home Occupation:
- a) Is: (1) clearly incidental and secondary to the primary residential use of the dwelling unit; and (2) does not occupy more than forty-nine percent (49%) of the floor area of the dwelling; and
  - b) Does not change the residential character of the residential building by altering or modifying the exterior of the dwelling so as to indicate the presence of a Home Occupation; and
  - c) Is operated such that the total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and
  - d) Pays all applicable taxes and otherwise operates in compliance with applicable city, state, and federal law; and
  - e) Is operated by a resident or residents of the dwelling unit; and
  - f) Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation to be parked at or stored on the dwelling or visit the premises with a frequency of more than two (2) visits per day; a steady or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on- street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.
- 4) Within sixty (60) days of establishing a Home Occupation the resident is asked to supply the City with: (1) a copy of their business's Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo), and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the home. At the same time, to help ensure the proposed Home Occupation complies with the requirements of this Subsection, the City shall supply the resident with a copy of this Subsection or a summary of its requirements. Upon receipt of the written description, the City shall verify for the resident that the Home Occupation complies with this Section. Any change in the amount of floor area occupied by the Home Occupation as detailed in the original description, number of employees, or the type of Home Occupation should be followed by a submission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.
- 5) Nothing in this Subsection pertaining to Home Occupations shall be deemed to:
- a) Prohibit mail order or telephone sales for Home Occupations;
  - b) Prohibit service by appointment within the home or accessory structure;
  - c) Prohibit or require structural modifications to the home or accessory structure;

- d) Restrict the hours of operation for Home Occupations;
- e) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure; or
- f) Restrict or prohibit a particular occupation that is legal under the laws of the City, State, and United States.

#### 4.11 Visibility at Intersections.

On any corner lot nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially obstruct or impede vision between a height of two and one-half (2.5') and ten feet (10') above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said street lines twelve feet (12') from the point of intersection.



#### 4.12 Performance Standards.

No building or structure shall be used, erected, structurally altered, enlarged, or maintained, unless it shall be in conformity with the St. Louis County Performance Standard Regulations as those ordinances are amended from time to time.

#### 4.13 Storage, Dumping of Waste, Junk, Garbage, Etc.

The use of land for the storage or collection or accumulation of used lumber and other used materials, or for the dumping or disposal of scrap iron, junk, garbage, derelict automobiles, rubbish, or other refuse or of ashes, slag or other industrial wastes or by-products is prohibited. The dumping of dirt, sand or rock material excavated from the earth is permitted in any district for fill, provided the surface of such material is graded within a reasonable time as determined by the Public Works Director or his/her designee in a manner preventing the collection of stagnant water, and which leaves the ground surface in a condition suitable for the growing of turf or for other land uses permitted in a district. A temporary certificate from the Public Works Director or his/her designee shall first be obtained, specifying the area and amount of fill, quality of the material to be used for the fill and way fill is to be completed.

#### 4.14 Removal of Soil, Sand, or Other Material.

The use of land for removal of topsoil, sand, gravel, or other material from the land is permitted in any district, solely under a temporary certificate from the Public Works Director or his/her designee, and on condition that such removal of soil will not be below the normal building grade as established from the nearest existing or

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proposed street, when such building grade has been established and approved by the Public Works Director or his/her designee. A temporary certificate may be issued in appropriate cases upon filing of an application accompanied by a suitable agreement or bond that such removal will not cause stagnant water to collect or leave the surface of the land at the expiration of such permit in an unstable condition or unfit for the growing of turf or for other land uses permitted in the district in which such removal occurs. This regulation shall not prohibit the normal removal of soil for the construction of an approved building or structure when such plans have been approved by the appropriate City officer and a building permit has been issued and a contract let for said building development.

#### **4.15 Excavation of Holes.**

The construction, maintenance, or existence of any unprotected, unbarricaded open or dangerous excavations, holes, pits, or wells, or of any excavations, holes, or pits which constitute or are reasonably likely to constitute a danger or menace to the public health, safety, or welfare are prohibited; provided, however, this section shall not prevent any excavation under a permit issued under this Ordinance or the building code of the City of Sunset Hills, where such excavations are properly protected and warning signs posted in such manner as may be approved by the Public Works Director or his/her designee.

#### **4.16 Metal Buildings Prohibited**

Metal and steel buildings and structures such as pole barns and other prefabricated metal or steel buildings or structures, including the use or incorporation of metal paneling or metal cladding as a part of or for the exterior wall or face of any building or structure, shall be prohibited in all Zoning Districts with the exception of the PD-LI District, LI District, and LI District with a Planned Development Permit. The Director of Public Works may allow for the use of metal as a part of the roof structure, or for architectural or accent (not primary) elements of a building or structure if its incorporation is well suited with the appearance and design of buildings and structures in the immediate vicinity.

#### **4.17 Site Plan Review Procedure**

4.171 **Applicability:** The requirements of this Section shall apply to the review of plans where one (1) or more buildings are to be erected on a single lot, updates to the footprint of an existing building, or updates to an approved site plan, excepting the following:

- 1) Developments conditioned by a planned district or special procedure approval.
- 2) Single -family residential detached dwellings, including associated garages.
- 3) Non -residential buildings less than one thousand (1,000) square feet in gross floor area.
- 4) Additions to existing non-residential buildings when the addition is less than ten percent (10%) of the existing building's gross floor area, the addition does not exceed five thousand (5,000) square feet, no new curb cuts are required, and where new construction does not reduce existing parking or significantly modify existing on-site circulation as determined by the Department of Public Works.

4.172 **Procedure:** Site plans shall be reviewed by the Department of Public Works for consistency with the Unified Development Ordinance and any relevant policy documents including the City of Sunset Hills Comprehensive Plan. A request involving modifications in conventional zoning and subdivision regulations for commercial, office, and/or industrial development must utilize the procedures of planned

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development as defined in the Unified Development Ordinance. Once City Staff has completed a review of the Site Plan it shall be placed on the next available Planning and Zoning Commission agenda for recommendation to the Board of Aldermen. Once recommendation is provided by the Planning and Zoning Commission, the Site Plan will join the next available Board of Aldermen agenda for review and action. If approved, within sixty (60) days of approval, the Site Plan shall be recorded with the St. Louis County Recorder of Deeds and thereby authorize development as depicted thereon, with a copy to be filed with the City of Sunset Hills. If not recorded within sixty (60) days, the approval shall expire.

**4.173 Site Plan Contents:**

- 1) For a site plan to be accepted for review, the following information shall be either placed on the site plan or on a separate sheet accompanying the plan:
  - a) Location map, North arrow, and plan scale.
  - b) Zoning district, subdivision name, lot number, dimensions and area, and zoning of adjacent parcels where different than site.
  - c) Name, address, and telephone number of the person or firm submitting the plan and the person or firm who desires the review comments forwarded to him/her.
  - d) Proposed use of the building and its construction type and distance from adjacent property lines.
  - e) Off-street parking spaces, required and proposed, including the number, size, and location of those designated ADA compliant.
  - f) Type of sanitary sewage treatment and stormwater drainage facilities, including retention ponds.
  - g) Dimensions of existing and proposed roadway pavement and right-of-way width for streets abutting the site.
  - h) Existing and proposed contour lines or elevations based on mean sea level datum, unless otherwise waived by the Department.
  - i) Location and size of existing and proposed freestanding signs.
  - j) Location and identification of all easements (existing and proposed).
  - k) Location and height of all light poles.
  - l) Overall dimensions of all buildings and the gross floor area of each building.
  - m) Approximate location of any stormwater detention facilities, sink holes and springs, silt berms, ponds and other silt control facilities.
  - n) Floor area ratio of proposed development, except in single-family attached and detached residential developments.
  - o) Open space percentage of proposed development.
  - p) Additional information to be placed on the site plan beyond the requirements listed above may be requested based on a joint review of the plans by authorized departmental representatives of the City of Sunset Hills. Updates to the site's landscape and lighting may also require plans sheets that illustrate conformance to the Unified Development Ordinance landscape and lighting requirements.

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## 4.18 Traffic Impact Study Waiver

4.181 **Intent and Purpose:** The City of Sunset Hills desires a safe and sustainable transportation system that comfortably supports all modes of connectivity within and through the community while supporting vibrant economic activity.

This Unified Development Ordinance may require a traffic impact study in conjunction with development activity to ensure the desired transportation system. If a petitioner does not believe the impact of a proposed development warrants a traffic study that is required by the City of Sunset Hills Unified Development Ordinance and believes the proposed development maintains or enhances the desired transportation system, a traffic study waiver may be requested to the Board of Aldermen.

4.182 **Applicability:** The City reserves the authority to require traffic impact studies to make informed decisions about the potential impacts of a development and to implement necessary measures to mitigate any negative effects on the transportation system. In the instance a traffic study is required, an applicant may request a traffic study waiver as defined in this Section. The burden of proof shall rest with the applicant to clearly establish that the proposed development maintains or enhances the desired transportation system.

4.183 **Procedure:** The following steps are provided to assure the orderly review of every traffic study waiver application in a timely and equitable manner:

- 1) **Filing of Application.** The applicant shall file an application in accordance with this Section. City staff will review the application and supporting documents required within the application for completion or outline any deficiencies.
- 2) **Waiver Request.** The applicant shall submit a waiver request as part of the application. A narrative and any supplementary or supporting information is required to illustrate the waiver is warranted. The narrative is intended to include both qualitative and quantitative information incorporating the Standards of Review outlined in Section 4.194.
- 3) **Review by the Board of Aldermen.** Once City staff confirms the application is complete, the request may join the next available Board of Aldermen meeting for review of the request. The request to the Board Aldermen for the traffic study waiver is required to be on a separate meeting agenda prior to any meeting agenda that requires the traffic study to approve a particular development.
- 4) **Determination by the Board of Aldermen.** The applicant must receive a positive determination by the Board of Aldermen by simple majority vote of the waiver request. A positive determination does not infer a future positive determination of the development project but solely provides the ability for a development to move forward through the City's approval process without a traffic impact study.

4.184 **Standards of Review:** The applicant is responsible for providing evidence that a proposed development does not warrant a traffic study because the proposed development maintains or enhances the desired transportation system.

- 1) The following pre-determined items may be used to determine the appropriateness of the request:
  - a) Business operations (present and future)
  - b) Primary users of the development
  - c) Peak business hours
  - d) Site Plan
  - e) Existing and proposed site circulation

- 
- f) Existing and proposed parking
  - g) Trip generation
  - h) Traffic Volume: Average daily traffic volume of roadway
  - i) Recent impact studies
  - j) Planned improvements
  - k) Crash data
  - l) Access management (type/distance/other development)
  - m) Pedestrian accessibility
  - n) Potential for vehicular queuing
- 2) It is understood that an applicant may not have all the information in 4.184 (1), but these items can be under consideration by the Board of Aldermen with each request. Additional information outside the pre-determined items may be included by the applicant to support the request.

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3, 2024  
**Location:** City of Sunset Hills  
**Applicant:** City of Sunset Hills  
**Description:** **Unified Development Ordinance (City of Sunset Hills) Section 13 Text Amendment**– A request to amend the text of Section 13 – Public Notices of the City of Sunset Hills Unified Development Ordinance.

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### **TEXT AMENDMENT SUMMARY:**

The City has two types of amendments to the Unified Development Ordinance (text and map). A petition for text amendments is adding new text to the UDO, deleting existing text to the UDO or a combination of both. This request is to amend Section 13 – Public Notices of the City of Sunset Hills UDO. Attached to the Planning and Zoning Commission Packet is the entire red-line amendments for P-04-24 and below is a general summary of the amendments.

### **STAFF ANALYSIS:**

Chapter 89 of the Missouri Revised Statutes states that at least fifteen days prior to a Public Hearing in a municipality, a notice of the time and place of such hearing shall be published in an official paper or a paper of general circulation in such municipality. The City of Sunset Hills publishes every Public Hearing with “The Countian St. Louis County”. The proposed amendment clarifies that the applicant is to reimburse the City of Sunset Hills for the cost of publication in the newspaper.

### **DEPARTMENT INPUT**

City Staff has reviewed the draft language and found the application to be in conformance with the procedures outlined in the City of Sunset Hills’ Unified Development Ordinance and

consistent with the City’s Comprehensive Plan. Staff recommends approval of the draft text amendment located in Section 13 of the City’s UDO.

**MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) “I move to approve (or deny) the request to amend the text of Section 13 – Public Notices of the City of Sunset Hills Unified Development Ordinance.”
  
- 2) “I move to approve the request to amend the text of Section 13 – Public Notices of the City of Sunset Hills Unified Development Ordinance.” with the following conditions...”(Conditions may be added, eliminated, altered or modified)

**EXHIBITS:**

1. Application
2. Draft Red-Line Section 13



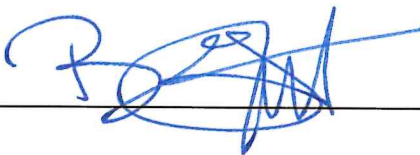
3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. P-04-24  
DATE 3-21-24  
FEE \_\_\_\_\_

**TEXT AMENDMENT (UDO)**

- 1. Applicant's Name City of Sunset Hills
- 2. Mailing Address 3939 S. Lindbergh Phone \_\_\_\_\_
- 3. Agent's Name and Address \_\_\_\_\_  
(If different than Applicant)
- 4. Property Owner's Name City of Sunset Hills
- 5. Address of Property \_\_\_\_\_
- 6. Area of Property City of Sunset Hills
- 7. Existing Zoning \_\_\_\_\_ Proposed Zoning \_\_\_\_\_
- 8. Proposed Use \_\_\_\_\_
- 9. Remarks and Reasons Update and amend Section 13 of the City of  
Sunset Hills UDA

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: 

## APPENDIX A UNIFIED DEVELOPMENT ORDINANCE<sup>1</sup>

### SECTION 13. PUBLIC NOTICES

#### 13.1 Notice of public hearing of Board of Aldermen, **Planning and Zoning Commission** or **Board of Adjustment Meeting.**

13.1.1 **Newspaper notice.** A notice of every public hearing to be held under this Ordinance shall be given as follows:

- 1) The notice of a public hearing shall be published, at least once, in a daily newspaper of general circulation within the City. **A copy of the proof of purchase and affidavit of publication will be provided to the petitioner for full reimbursement. Payment of this Public Hearing fee is required prior to the petition being placed on the agenda.**
- 2) Publication shall commence not less than 15 days before the hearing date.
- 3) The notice shall provide the time and place of the hearing and include the following information:
  - a) A street address of the subject property or other description of the location of such property;
  - b) The name of the applicant or appellant; and
  - c) A description of the specific action being requested by the applicant or appellant.

13.1.2 **Posting of notice.** In addition to the notice requirements of Subsection 13.1.1 a notice shall be posted on the property in question pursuant to the following:

- 1) Posting of the notice shall commence not less than 15 days before the hearing date.
- 2) The notice shall be placed in a visible location on the property; and
- 3) The notice shall contain the same information as required under Subsection 13.1.1 (3) above;
- 4) The notice shall be posted on the transparency portal on the City's website and shall contain the same information as required under Subsection 13.1.1(3).

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<sup>1</sup>Editor's note(s)—Ord. No. 2256 , § 1(Exh. B), adopted Sept. 13, 2022, repealed the former Appendix A, §§ 1—16, and enacted a new Appendix A, Unified Development Ordinance as set out herein. The former Appendix A pertained to subdivision regulations and derived from: Ord. No. 1298, § 1, adopted Jan. 13, 1998; Ord. No. 1505, § 1, adopted Aug. 13, 2002; Ord. No. 1650, § 1, adopted Oct. 10, 2006; Ord. No. 1721, § 1, adopted Apr. 22, 2008; Ord. No. 1730, § 1, adopted Aug. 12, 2008; Ord. No. 1760, § 1, adopted Dec. 8, 2009; Ord. No. 1838, § 1, adopted June 12, 2012; Ord. No. 1948, § 1, adopted Mar. 10, 2015 ; Ord. No. 2000, § 1, adopted Feb. 23, 2016 ; and Ord. No. 2247 , §§ 1.a—d, adopted June 14, 2022. See § 6 herein for current subdivision regulations.

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### **13.2 Posting of notice of Planning and Zoning Commission meetings.**

13.2.1 When a proposed conditional use, planned development or map amendment is scheduled to be on the agenda for a Planning and Zoning Commission meeting, a notice of such proposal shall be posted on the property in question pursuant to the following:

- 1) Posting of the notice shall commence not less than 15 days before the meeting date.
- 2) The notice shall be placed in a visible location on the property; and
- 3) The notice shall contain the same information as required under Subsection 13.1.1(3) above.

## Planning & Zoning Commission Staff Report

**Meeting Date:** April 3, 2024  
**Location:** City of Sunset Hills  
**Applicant:** City of Sunset Hills  
**Description:** **Unified Development Ordinance (City of Sunset Hills) Appendix A and Appendix B Amendment**– A request to amend the text of Appendix A – Planned Development and Appendix B – Lighting of the City of Sunset Hills Unified Development Ordinance.

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### **TEXT AMENDMENT SUMMARY:**

The City has two types of amendments to the Unified Development Ordinance (text and map). A petition for text amendments is adding new text to the UDO, deleting existing text to the UDO or a combination of both. This request is to amend Appendix A – Planned Development and Appendix B – Lighting of the City of Sunset Hills UDO. Attached to the Planning and Zoning Commission Packet is the entire red-line amendments for P-05-24 and below is a general summary of the amendments.

### **STAFF ANALYSIS:**

In September of 2022, the City of Sunset Hills adopted the UDO. The UDO consists of 14 Sections, and 2 Appendices and when printed is roughly 61 pages. Appendix A is designed to govern the planned development districts that have been approved by the City of Sunset Hills prior to the adoption of the City's UDO. Appendix B establishes exterior light regulations within the City in both residential and non-residential districts. Below are the proposed amendments to Appendix A and Appendix B.

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**Appendix A:**

As previously stated, Appendix A is designed to govern the planned development districts that currently exist in the City of Sunset Hills but were approved before the adoption of the City's UDO. The non-residential districts all have similar language in code when identifying the permitted uses for the district. Each district states that the permitted uses shall be established in the conditions of the ordinance adopted by the Board governing the particular planned district and they **may** include uses as permitted or conditional in a particular conventional zoning district.

A potential issue is that most of the existing non-residential planned zoning districts do not have specific uses outlined in the governing ordinance of the site-specific planned district. Provided there are no uses in the site-specific ordinance, the City administers the permitted uses of the particular planned districts as the permitted uses of the referenced conventional zoning district or the referenced conditional uses with a conditional use permit.

The proposed amendment does not initiate any change in zoning for specific property but provides updated language in City Code to support how the City actually interprets City Code and has been interpreting the ordinances.

Another proposed addition to Appendix A also creates a Partial Amended Final Development Plan. As stated, Appendix A is designed to govern the planned development districts that currently exist in the City of Sunset Hills but were approved before the adoption of the City's UDO. Section 7 of the UDO governs new planned non-residential development, and it states that it does not apply to any commercial, office, and/or industrial planned development approved before the effective date of this Ordinance, which shall be governed by Appendix A.

The potential issue here, is that there are many existing planned non-residential districts throughout the City currently operating, and there is no existing approval process for small changes to occur on the site without undertaking a whole new alternate zoning procedure under

Section 7 of the City's UDO. Section 7 requires a very robust pre-application process, application process and approval process that is predicted to take roughly 7 months to complete.

The Partial Amended Final Development Plan offers an opportunity for small changes to be requested on these existing sites and hopefully not preclude potential desired development at the risk of the robust process that was not necessarily intended to govern the site in accordance with the language in the UDO. The review procedure would follow the typical process with recommendation by the Planning and Zoning Commission and potential approval after two readings by the Board of Aldermen. The Partial Amended Final Development Plan would limit updates or alterations to the exterior footprint of a building or to the site equal to or less than 20,000 square feet. In addition to the requirement of 20,000 square feet, updates or alterations to the exterior footprint of a building or to the site are equal to or less than 30% of the overall building footprint and overall site area.

**Appendix B:**

This is a very minor amendment in which the current lighting regulation provide the maximum height for lighting standards in commercial and industrial zoning districts. The language in Appendix B was inadvertently not updated to reflect the new districts brought into City Code through the adoption of the UDO. The proposed language includes all appropriate districts.

**DEPARTMENT INPUT**

City Staff has reviewed the draft language and found the application to be in conformance with the procedures outlined in the City of Sunset Hills' Unified Development Ordinance and consistent with the City's Comprehensive Plan. Staff recommends approval of the draft text amendment located in Appendix A and Appendix B of the City's UDO.

**MOTION**

The following options are available to the Planning and Zoning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the request to amend the text of Appendix A – Planned Development and Appendix B – Lighting of the City of Sunset Hills Unified Development Ordinance."
  
- 2) "I move to approve the request to amend the text of Appendix A – Planned Development and Appendix B – Lighting of the City of Sunset Hills Unified Development Ordinance." with the following conditions...(Conditions may be added, eliminated, altered or modified)

**EXHIBITS:**

1. Application
2. Draft Red-Line Appendix A and Appendix B



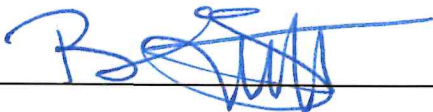
3939 S. Lindbergh Blvd.  
314-849-3400

FILE NO. P-05-24  
DATE 3-21-24  
FEE \_\_\_\_\_

**TEXT AMENDMENT (UDO)**

- 1. Applicant's Name City of Sunset Hills
- 2. Mailing Address 3939 S. Lindbergh Phone \_\_\_\_\_
- 3. Agent's Name and Address \_\_\_\_\_  
(If different than Applicant)
- 4. Property Owner's Name City of Sunset Hills
- 5. Address of Property \_\_\_\_\_
- 6. Area of Property City wide
- 7. Existing Zoning \_\_\_\_\_ Proposed Zoning \_\_\_\_\_
- 8. Proposed Use \_\_\_\_\_
- 9. Remarks and Reasons Update and amend Appendix A and Appendix B of the City of Sunset Hills UDO

I hereby state that I have read all applicable sections of the Zoning Ordinances of the City of Sunset Hills and can comply with all requirements of those regulations. I also certify that all statements made on this application are true and that I have a legal right to make this application.

Signature: 

## APPENDIX A UNIFIED DEVELOPMENT ORDINANCE<sup>1</sup>

### APPENDIX A. PLANNED DEVELOPMENT

#### A-1. PD Planned Development Districts.

A-1.0 **Scope.** This Appendix A, Planned Development, is designed to govern the Planned Development Districts that have been approved by the City as of the date of this Ordinance. No new Planned Development Districts shall be authorized to be created under Appendix A. New Planned Development Districts for Commercial, Office, and/or Industrial uses shall be established in accordance with Section 7 of the UDO. Any new Planned Development Districts considered for residential properties will be reviewed on a case-by-case basis and heavily scrutinized for necessity within the immediate neighborhood.

(Ord. No. 2279 , § 2, 3-14-2023)

##### A-1.1. **Intent and purpose.**

- 1) The purpose of the planned development districts is to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to afford a more thorough review process over both the design and future operation of the development.
- 2) Planned developments are not intended to allow excessive densities, or the development of incompatible land uses, either with the development, or as the development relates to the general neighborhood.
- 3) The planned development districts are intended to facilitate the use of flexible technique of land development and site design, by providing relief from zoning requirements designed for conventional developments in order to obtain one (1) or more of the following objectives:
  - a. Environmental design in the development of land that is a higher quality than is possible under the regulations otherwise applicable to the property.
  - b. Diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects.
  - c. Functional and beneficial uses of open space areas.

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<sup>1</sup>Editor's note(s)—Ord. No. 2256 , § 1(Exh. B), adopted Sept. 13, 2022, repealed the former Appendix A, §§ 1—16, and enacted a new Appendix A, Unified Development Ordinance as set out herein. The former Appendix A pertained to subdivision regulations and derived from: Ord. No. 1298, § 1, adopted Jan. 13, 1998; Ord. No. 1505, § 1, adopted Aug. 13, 2002; Ord. No. 1650, § 1, adopted Oct. 10, 2006; Ord. No. 1721, § 1, adopted Apr. 22, 2008; Ord. No. 1730, § 1, adopted Aug. 12, 2008; Ord. No. 1760, § 1, adopted Dec. 8, 2009; Ord. No. 1838, § 1, adopted June 12, 2012; Ord. No. 1948, § 1, adopted Mar. 10, 2015 ; Ord. No. 2000, § 1, adopted Feb. 23, 2016 ; and Ord. No. 2247 , §§ 1.a—d, adopted June 14, 2022. See § 6 herein for current subdivision regulations.

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- d. Preservation of natural features of a development site.
  - e. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.
  - f. Rational and economical land use in relation to public utilities and services.
  - g. Efficient and effective traffic circulation, both within and adjacent to the development site.

**A-1.2 Relationship of Planned Development Districts to Zoning Map.**

- 1) The PD designation is not intended to be attached to existing zoning districts as an overlay. The PD designation is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment.

**A-1.3 Coordination with Section 6 and Section 13 of this Ordinance.**

- 1) When a planned development involves any subdivision activity, the subdivision review and approval procedure requirements contained in Section 6 of this Ordinance shall be carried out simultaneously with the review of a planned development under this section of this ordinance. As applicable, reference is made to requirements in the Uniform Development Code.
- 2) Since obtaining a PD district designation requires a map amendment (rezoning), the requirements and procedures of Section 13 Amendments shall apply. As applicable, reference to Section 13 is made within this section.

**A-1.4 Previously Approved Planned Developments and Density Development Plans.**

- 1) Any previously approved planned developments or subdivisions approved under the density development plan provisions of the previous zoning ordinance shall be subject to the terms and conditions of the ordinances approving such plans. However, the designation of each planned development or density development plan shall be pursuant to the revised nomenclature as indicated in Section 2.2 of this Ordinance.
- 2) Any amendments to previously approved planned development or density development plans shall be subject to the provisions of this ordinance.

**A-1.5 General Development Standards.**

- 1) The approval of planned development may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed planned development. No planned development shall be allowed which would result in:
  - a. Inadequate or unsafe vehicular access to the development;
  - b. Traffic volumes exceeding the capacity of the adjoining or nearby streets.
  - c. An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities or utilities which serve or are proposed to serve the planned development;
  - d. A failure to comply with the performance standards referenced in Section 4.12 or
  - e. Other detrimental impacts on the surrounding area including, but not limited to, visual pollution.
- 2) In addition to the above requirements, all planned developments shall be subject to the review criteria established in Section 9.3 of this ordinance. It shall be the responsibility of the applicant to clearly establish that the above requirements are met.
- 3) An ordinance approving a planned development may provide for greater setbacks and/or buffer areas than required herein and may include other restrictions on the development not otherwise specified or required in this ordinance, provided that such additional requirements or restrictions are reasonable

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and necessary to address specific issues related to the site and/or to protect areas adjacent to the proposed development.

(Ord. No. 2310 , § 2, 8-8-2023)

**A-1.6 PD-R Planned Development-Residential.**

**1) Permitted uses.**

- a. Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-R District. Specific uses may include those uses designated as permitted or conditional uses in any of the dwelling districts.
- b. Non-residential uses in PD-R developments: Non-residential uses are limited to those specifically listed in the preceding residential zoning district. Such non-residential uses shall be subject to all requirements for lot area, width, height, yards and setbacks prescribed in the preceding zoning district in which the proposed PD-R development is located.

**2) Development standards.**

- a. Minimum site size: 10 acres
- b. Maximum site coverage:
  - i. Fire and police stations: 60%
  - ii. Other uses: 50%
- c. Minimum lot size/density: (see Section A-1.14).
- d. Minimum building setbacks:
  - i. Detached single family dwelling from abutting residentially zoned property: 50 feet.
  - ii. Non-residential uses abutting existing or proposed residential uses: (see para. (1)b. above).
- e. Building height limitations: No principal building shall exceed thirty-five (35) feet in height.
- f. Minimum buffer requirements:
  - i. Residential abutting residentially zoned property of the same density: None
  - ii. Residential abutting residentially zoned property of lower density: 20 feet
  - iii. Residential abutting commercially zoned property or existing non-residential use: 30 feet
  - iv. Non-residential uses abutting existing or proposed residential uses: 30 feet
- g. Common open space requirements: (see Section A-1.15).
- h. Development phasing: (see Section A-1.16).

**A-1.7 PD-RC Planned Development-Residential/Cluster Homes.**

**1) Permitted uses.**

- a. Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-RC District. Specific uses may include those uses designated as permitted or conditional uses in any of the residential districts.
- b. In addition to those uses included in paragraph 1) above, attached town homes or attached ranch style dwelling units may be permitted pursuant to the ordinance governing the particular PD-RC District and subject to the following restrictions:

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- i. Not more than two (2) dwelling units may be attached with a minimum distance between buildings being sixteen (16) feet inclusive of porches and roof overhangs.
  - ii. Said dwelling units shall be situated on individual lots.
  - iii. Each dwelling unit shall contain a minimum of one thousand six hundred (1,600) square feet of floor area and the exterior walls of any detached or attached dwelling unit shall be finished with at least fifty (50) percent brick.
- c. Non-residential uses in PD-RC developments: Non-residential uses are limited to those specifically listed in the preceding residential zoning district. Such non-residential uses shall be subject to all requirements for lot area, width, height, yards and setbacks prescribed in the preceding zoning district in which the proposed PD-RC development is located.
- i. Minimum site size: 10 acres
  - ii. Maximum site size: 25 acres
  - iii. Maximum site coverage: 45%
  - iv. Minimum lot size/density: 6 (see Section A-1.14).
  - v. Minimum building setbacks:
    - 1. From peripheral boundary other than ROW: 35 feet
    - 2. From major street ROW: 45 feet
    - 3. From minor street ROW: 35 feet
    - 4. From internal street ROW: 20 feet
    - 5. From face of garage door(s) to edge of sidewalk: 25 feet
  - vi. Building height limitations: No principal building shall exceed the thirty-five (35) feet.
  - vii. Minimum buffer requirements: Where a property abuts the right-of-way of a major street, the required setback shall contain a buffer of a minimum width of twenty (20) feet.
  - viii. Common open space requirements: (See Section A-1.15).
  - ix. Development phasing: (See Section A-1.16).

**A-1.75 PD-RV Planned Development-Residential/Villas.**

- 1) **Purpose.** The purpose of this district is to meet the City's Comprehensive Plan's recognition of a desire to provide opportunities within the City for recent retirees and "empty nesters" looking to downsize with a more manageable home while also preserving the predominately "estate-style" single-family, detached housing on large lots for which the City is known. To ensure both goals are met, this district creates an opportunity for the development of villas in only a few, small areas of the City that are appropriate for more dense development. This Section imposes certain requirements to ensure the amenities desired by "empty nesters" and recent retirees are provided and the surrounding "estate-style" single-family, large lot developments are preserved.
- 2) **General Requirements.**
  - a. The minimum gross site acreage for a PD-RV is 4 acres and the maximum gross site acreage is 6 acres.
  - b. The proposed development must be located on a 2-lane collector and within 1.5-miles, in a straight line, of a 5-lane highway. The Planning and Zoning Commission or Board of Aldermen

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may require a traffic study concluding that the collector road can support any increased traffic expected from the proposed development.

- c. The proposed development must maintain a residential appearance with different architectural designs of the proposed villas throughout the development. The proposed villas must be made with high-quality materials that require minimum maintenance.
- d. The proposed development must include stormwater improvements in compliance with the then-current City regulations and must not cause an increase in stormwater onto neighboring properties.
- e. After completion of the development, the proposed common facilities and open space shall be owned by an owner's association created for the development. Such owner's association shall have the responsibility to maintain, at its cost and expense, the common facilities, open space, grass areas on the lots, landscaping, and trees within the development. The development shall be subject to covenants and restrictions which shall include a mechanism for the funding of the owner's association and shall require that the owner's association engage in the maintenance activities referenced herein. The covenants and restrictions shall be prepared by the applicant and shall be recorded after submittal to the City and City determination that the same are in compliance with the requirements of the zoning ordinance and the specific Planned Development District.
- f. The property proposed for development shall be subject to at least one of the following conditions:
  - i. Development of the property is challenging due to: topography; the existence of shallow, narrow or oddly shaped lots; the location of waterways or floodplain on or near the property; inadequate or non-existent stormwater facilities; and/or other regulatory conditions which render development of the property infeasible without the implementation of a planned district.
  - ii. Development of the property is challenging because of the condition, manner of development, location of public utilities or facilities, or other features of an existing development on the property.
- g. Developer agrees to a fee of \$1,200.00 per subdivision lot, paid into the City's General Fund to be used for street maintenance within the development.

**3) Permitted uses.**

- a. Permitted uses shall be as established in the conditions of the ordinance adopted by the Board of Aldermen governing the particular PD-RV District. Specific uses may include those uses designated as permitted or conditional uses in any of the residential districts.
- b. In addition to those uses included in paragraph 1) above, detached villa homes may be permitted pursuant to the ordinance governing the particular PD-RV District and subject to the following restrictions:
  - i. There shall be a minimum side yard setback of ten feet (10') on each lot.
  - ii. Each villa shall be situated on individual lots.
  - iii. Each villa shall contain a minimum of one thousand four hundred (1,400) square feet of floor area.
- c. Non-residential uses in PD-RV developments: Non-residential uses are limited to those specifically listed in the preceding residential zoning district. Such non-residential uses shall be

subject to all requirements for lot area, width, height, yards, and setbacks prescribed in the preceding zoning district in which the proposed PD-RV development is located.

4) **Development standards.**

1. Minimum gross site size:	4 ac.
2. Maximum site coverage:	45%
3. Minimum lot size:	6,000 square feet
4. Maximum density:	4.5 villas per gross acre
5. Minimum building setbacks:	
a. From major street ROW:	20 ft.
b. From minor street ROW:	20 ft.
c. From internal street ROW:	20 ft.
d. From face of garage door(s) to edge of street ROW:	20 ft.
6. Building height limitations: No principal building shall exceed thirty-five (35) feet in height.	
7. Minimum buffer requirements: Where a property abuts the right-of-way of a major street, the required setback shall contain a buffer of a minimum width of twenty (20) feet.	
8. Common open space requirements: (see Section A-1.15)	
9. Development phasing: (see Section A-1.16)	

(Ord. No. 2267 , § 2, 12-13-2022)

A-1.8 **~~PD-BC~~ Planned Development-Business Commercial.**

1) **Permitted uses.** ~~Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-BC District. Specific uses may only include those uses designated as permitted or conditional uses in the C-1 Commercial District.~~ Permitted uses include those commercial uses designated as permitted uses in the LC District or conditional uses in the LC district with a conditional use permit. Any change in a use on a property requiring an approved plan shall follow the appropriate procedures set forth in Appendix A or Section 7 of the UDO.

2) **Development standards.**

- a. Minimum site size: 10 acres
- b. Maximum site coverage:
  - i. Commercial uses: 70%
  - ii. Office uses: 60%
  - iii. Minimum building setbacks from abutting residentially zoned property: 50 feet
  - iv. Building height limitations: No principal building shall exceed seventy-five (75) feet.
  - v. Minimum buffer requirements when abutting residentially zoned property: 20 feet
  - vi. Maximum flood area ratio: 1.5

A-1.9 ~~(A)~~ **PD-LC(A) Planned Development-Limited Commercial.**

1) **Permitted uses.** ~~Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-LC(A) District. Specific uses may only include those commercial uses designated as permitted or conditional uses in the C-1 Commercial District.~~ Permitted uses include those commercial uses designated as permitted uses in the LC District or conditional uses in the LC

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district with a conditional use permit. Any change in a use on a property requiring an approved plan shall follow the appropriate procedures set forth in Appendix A or Section 7 of the UDO.

2) **Development standards.**

- a. Minimum site size: 20,000 square feet
- b. Maximum site size: 1 acre
- c. Minimum lot width: 100 feet
- d. Maximum site coverage: 70%
- e. Minimum building setbacks:
  - i. Front yard: 30 feet
  - ii. Side yard: 15 feet
  - iii. Rear yard: 15 feet
  - iv. From abutting residentially zoned property: 25 feet
- f. Building height limitations: No principal building shall exceed thirty-five (35) feet in height.
- g. Minimum buffer requirements:
  - i. Rear yard abutting residentially zoned property: 20 feet
  - ii. Side yard abutting residentially zoned property: 5 feet
- h. Maximum floor area ratio: 1.5

A-1.10(B) **PD-LC (B) Planned Development-Limited Commercial.**

- 1) **Permitted uses.** ~~Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-LC(B) District. Specific uses may only include those commercial uses designated as permitted or conditional uses in the C-1 Commercial District.~~ Permitted uses include those commercial uses designated as permitted uses in the LC District or conditional uses in the LC district with a conditional use permit. Any change in a use on a property requiring an approved plan shall follow the appropriate procedures set forth in Appendix A or Section 7 of the UDO.

2) **Development standards.**

- a. Minimum site size: 1 acre
- b. Maximum site size: 3 acres
- c. Minimum lot width: 100 feet
- d. Maximum site coverage: 70%
- e. Minimum building setbacks:
  - i. Front yard: 40 feet
  - ii. Side yard: 25 feet
  - iii. Rear yard: 25 feet
  - iv. From abutting residentially zoned property: 50 feet
- f. Building height limitations: No principal building shall exceed thirty-five (35) feet in height.
- g. Minimum buffer requirements:

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- i. Rear yard abutting residentially zoned property: 20 feet
  - ii. Side yard abutting residentially zoned property: 5 feet
  - h. Maximum floor area ratio: 1.5

**A-1.11 PD-LC(C) Planned Development-Limited Commercial.**

- 1) **Permitted uses.** ~~Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-LC(C) District. Specific uses may only include those commercial uses designated as permitted or conditional uses in the C-1 Commercial District.~~ Permitted uses include those commercial uses designated as permitted uses in the LC District or conditional uses in the LC district with a conditional use permit. Any change in a use on a property requiring an approved plan shall follow the appropriate procedures set forth in Appendix A or Section 7 of the UDO.
- 2) **Development standards.**
  - a. Minimum site size: 3 acres
  - b. Maximum site size: 10 acres
  - c. Minimum lot width: 150 feet
  - d. Maximum site coverage: 70%
  - e. Minimum building setbacks:
    - i. Front yard: 40 feet
    - ii. Side yard: 30 feet
    - iii. Rear yard: 30 feet
    - iv. From abutting residentially zoned property: 50 feet
  - f. Building height limitations: No principal building shall exceed fifty (50) feet in height.
  - g. Minimum buffer requirements:
    - i. Rear yard abutting residentially zoned property: 20 feet
    - ii. Side yard abutting residentially zoned property: 5 feet
  - h. Maximum floor area ratio: 1.5

**A-1.12 PD-MXD Planned Development-Mixed Use.**

- 1) **Permitted uses.**
  - a. Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-MXD District. Specific uses may only include those uses designated as permitted or conditional uses in any of the residential districts or the ~~C-1~~ LC Commercial District, subject to the following maximum limits on the amount of site area dedicated to each type of use:
    - i. Detached single-family dwellings: 80%
    - ii. Offices: 50%
    - iii. Commercial: 25%
    - iv. Outdoor recreation: 75%

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- b. In addition to those uses included in paragraph 1 above, planned retirement care centers may be permitted pursuant to the ordinance governing the particular PD-MXD District.

2) **Development standards.**

- a. Minimum site size: 10 acres
- b. Maximum site coverage:
  - i. Commercial uses: 70%
  - ii. Office uses: 60%
  - iii. Planned retirement care centers and other uses: 50%
- c. Minimum lot size/density for detached single-family dwellings: (See Section A-1.14).
- d. Minimum building setbacks from abutting residentially zoned property: 50 feet
- e. Building height limitations: No principal building shall exceed the following:
  - i. Residential buildings: 35 feet
  - ii. Non-residential buildings: 60 feet
- f. Minimum buffer requirements:
  - i. Residential abutting residentially zoned property of the same density: None
  - ii. Residential abutting residentially zoned property of lower density: 20 feet
  - iii. Residential abutting commercially zoned property or existing non-residential use: 30 feet
  - iv. Non-residential uses abutting existing or proposed residential uses: 30 feet
- g. Common open space requirements: (see Section A-1.15).
- h. Development phasing: (see Section A-1.15).
- i. Maximum floor area ration: 1.5

A-1.12b **Planned Development-Lifestyle.**

- 1) **Intent and purpose.** The PD-LS district is intended to provide greater flexibility in both the types of uses to be developed and the density of the development than what would otherwise be permitted by this ordinance. This district is specifically intended to allow for creative residential developments or a combination of residential and office and retail commercial uses that create unique living and/or living/working/shopping environments. Since the "lifestyle" environments that are contemplated by the PD-LS are not potentially compatible with adjacent land uses in other parts of the city, the application of this district is limited to parcels or parcel assemblies with the acreage and location criteria as follows:
  - a. Frontage of not less than eighteen hundred (1,800) feet to Interstate Route 44 (I-44), and having access (directly or indirectly via a public street) to Lindbergh Boulevard (Missouri Route 61/67), and containing not less than fifty (50) acres,
  - b. Frontage of not less than six hundred (600) feet to Lindbergh Boulevard (Missouri Route 61/67) north of Eddie & Park Road and containing not less than twenty-five (25) acres, or
  - c. Frontage of not less than nine hundred fifty (950) feet to Rott Road west of Lindbergh Boulevard but no further west than the eastern boundary line of the property that is the site of the Fenton Fire Protection District Fire Station and containing not less than seven (7) acres.

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- 2) **Permitted uses.** Permitted uses (except where limited herein) shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-LS District. Specific uses may include those uses designated as permitted or conditional uses in any of the residential districts or the ~~C-1~~ **LC** Commercial District. In addition, the following uses are permitted in conjunction with:
- a. Proposed developments meeting the location and site area criteria as set forth in 1)a. above:
    - i. Luxury multi-family apartments or condominiums in multi-story buildings including mid-rise or high-rise structures provided that any structure of up to thirty-five (35) feet in height shall be setback from any residentially zoned property by at least one hundred (100) feet, with said setback being increased by five (5) feet for every one (1) foot of building height above thirty-five (35) but need not exceed three hundred (300) feet;
    - ii. Multi-story office buildings (with or without first floor retail or service uses) provided that any structure of up to thirty-five (35) feet in height shall be setback from any residentially zoned property by at least one hundred (100) feet, with said setback being increased by five (5) feet for every one (1) foot of building height above thirty-five (35) but need not exceed three hundred (300) feet;
    - iii. Buildings containing first floor retail uses with office or residential uses on upper stories provided that any structure of up to thirty-five (35) feet in height shall be setback from any residentially zoned property by at least one hundred (100) feet, with said setback being increased by five (5) feet for every one (1) foot of building height above thirty-five but need not exceed three hundred (300) feet.
  - b. Proposed developments meeting the location and site area criteria as set forth in 1)b. above:
    - i. Luxury multi-family apartments or condominiums of not more than three (3) stories or thirty-five (35) feet in height provided that any such structure shall be setback from any residentially zoned property by at least one hundred (100) feet;
    - ii. Buildings containing first floor retail uses with office or residential uses on upper stories of not more than three (3) stories or thirty-five (35) feet in height provided that any such structure shall be setback from any residentially zoned property by at least two hundred (200) feet;
  - c. Proposed developments meeting the location and site area criteria as set forth in 1)c. above:
    - i. Luxury multi-family apartments, condominiums and assisted living units of not more than three (3) stories or thirty-five (35) feet in height provided that any such structure shall be setback from any residentially zoned property by at least fifty (50) feet, but not including any office, retail or service commercial development. Property management, nursing or administrative offices and kitchen and cafeteria facilities that serve the residents shall not be prohibited by this section.
- 3) **Development standards.**
- a. Minimum site size: As stipulated in 1) above.
  - b. Maximum site coverage: As provided for in the site plan approved by the Board.
  - c. Minimum lot size/density for detached single family dwellings: As provided for in the site plan approved by the Board.
  - d. Minimum building setbacks from abutting residentially zoned property: As provided for in this section.

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- e. Building height limitations: Except as limited by this Section, principal building height shall be as provided for in the site plan approved by the Board.
- 4) **Minimum buffer requirements.**
- a. Residential abutting residentially zoned property of the same density: None
  - b. Residential abutting residentially zoned property of lower density: 20 feet
  - c. Residential abutting commercially zoned property: 30 feet
  - d. Non-residential uses abutting existing or proposed residential uses: 30 feet
- 5) **Development phasing:** (see Section A-1.16).
- 6) **Maximum residential density:**
- a. For residential development components provided for in this Section under the provisions of 2)a.: None
  - b. For residential development components provided for in this section under the provisions of 2)b. and 2)c.: An average of not more than six and one-half (6.5) units per gross acre for all portions of the development devoted to residential uses (not including any portion of the development devoted to non-residential uses). Maximum residential density for assisted living units shall be determined by the site plan approved by the Board.

A-1.13 ***PD-LI Planned Development-Light Industrial.***

- 1) **Permitted uses.**
- a. ~~Permitted uses shall be as established in the conditions of the ordinance adopted by the Board governing the particular PD-LI District. Uses that may be approved include light manufacturing, fabricating, assembly, disassembly or processing of goods and products.~~ Permitted uses include those commercial uses designated as permitted uses in the LI District or conditional uses in the LI district with a conditional use permit. Any change in a use on a property requiring an approved plan shall follow the appropriate procedures set forth in Appendix A or Section 7 of the UDO. In addition, those uses designated as permitted or conditional uses in the ~~C-1 LC~~ Commercial District ~~may are~~ permitted, subject to the following maximum limits on the amount of each type of use:
    - i. Offices: 50%
    - ii. Commercial: 25%
  - b. In addition to those uses included in paragraph a above, the following uses may be permitted pursuant to the ordinance governing the particular PD-LI District:
    - i. Business, professional and technical training;
    - ii. Indoor instructional sports facilities;
    - iii. Machinery rental, sales and service;
    - iv. Motor freight terminals;
    - v. Printing press operations;
    - vi. Research facilities;
    - vii. Warehouse and wholesale establishments;
    - viii. Warehouses, self-service storage;

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- ix. Tattooing establishments;
  - x. Medical marijuana cultivation facilities, medical marijuana-infused products manufacturing facilities and medical marijuana testing facilities.
- c. Development Standards:
- i. Minimum site size: 10 acres
  - ii. Maximum site coverage: 80%
  - iii. Minimum building setback: 150 feet
  - iv. Building height limitations: No principal building shall exceed thirty-five (35) feet in height.
  - v. Minimum buffer requirement: 20 feet
  - vi. Maximum floor area ratio: 1.0

**A-1.14 Residential density in PD-R, PD-RC and PD-MXD developments.**

**1) Residential density in existing PD-R and PD-MXD Districts.**

- 1) The maximum residential density in PD-MXD districts in existence as of date of adoption of this ordinance shall not exceed that which was authorized in an approved final development plan.
- 2) In the event of a submission of an amended final development plan for all or a portion of the existing PD-MXD district, the maximum residential density shall be as provided in the original approving ordinance; or not exceed the density that would be achievable under the zoning district designation that applied to property prior to adoption of the ordinance approving the planned development; or not more than eleven (11) dwelling units per net acre of the area devoted to a planned retirement care center. For purposes of this paragraph, net acreage shall be computed by deducting from the gross acreage of the entire development tract the acreage dedicated to public street rights-of-way and all non-residential acreage (e.g.; golf courses, commercial, office, skilled nursing facilities, and other authorized non-residential uses). In the event streets are to be private, then an amount of acreage deducted shall be equivalent to the amount of right-of-way that would otherwise be associated with a public street or fifteen (15) percent, which ever is greater.

**2) Residential Density in PD-RC Districts.** The maximum density in PD-RC (formerly PD-4) districts shall not exceed three and six-tenths (3.6) dwelling units per gross acre.

**3) Single family residential density in proposed PD-R and PD-MXD Districts.**

- 1) The density (set by the number of lots that can be established) of residential development shall be limited to that which is established in the preceding residential district. The density limits indicated in the district regulations may be exceeded on portions of the site within a PD-R or PD-MXD District as long as the total site density limit is not exceeded. This is referred to as "density transfer." The minimum lot size for single family dwellings shall be as provided in the approving ordinance but in no case shall such minimum lot size be reduced by more than seventy-five (75) percent of the minimum lot size specified in the preceding zoning district or reduced below six thousand (6,000) square feet in area.
- 2) Calculation of density: The computation of density shall be based on dwelling units per net acre for the entire site. To compute the number of dwelling units per net acre, the right-of-way for streets or fifteen (15) percent of the gross acreage of the parcel shall be deducted for streets, whichever is greater. The area to be dedicated to non-residential uses shall also be deducted. The net acreage, after deducting for the above uses is then divided by the lowest minimum lot size of

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the residential district. The following provides an example of density calculation for a five- acre tract in the R-2 Single Family district:

5 acres × 43,560 square feet per acre = 217,800 sq. ft.

217,800 sq. ft. - (217,800 × 0.15) = 185,130 sq. ft.

185,130/20,000 sq. ft. min. lot size = 9 dwelling units

- 3) In situations where a proposed PD-R or PD-MXD district overlaps two or more dwelling districts, density shall be calculated separately for the portions of the PD district in each of the preceding residential districts with the sum thereof being the maximum allowable density.
- 4) In situations where the existing district is non-residential in nature, then the maximum density shall be calculated using four (4) dwelling units per net acre.

**A-1.15 Common open space requirements for PD-R, PD-RC, PD-RV and PD-MXD developments.**

- 1) Common open space shall comprise at least fifteen (15) percent of the gross area of the residential development or be of a size equivalent to one (1) acre for each one hundred (100) persons of expected population of the development, whichever is greater. For purposes of this paragraph, the expected population shall be determined by multiplying the total number of dwelling units times two and five-tenths (2.5) persons per dwelling unit.
- 2) Common open space shall be used for recreational, park or environmental amenity purposes for the collective enjoyment of the occupants of the development.
- 3) In addition to the above open space requirements, the following regulates the use of this common open space in terms of physical surface characteristics, size, location and physical improvements therein.
  - a. Of the required common open space, up to one-half (½) of it may be covered by water, floodplain, stormwater detention/retention facilities or left in a natural state.
  - b. The area of each parcel of open space shall not be less than six thousand (6,000) square feet in area or less than thirty (30) feet in its smallest dimension. In addition, at least fifty (50) percent of the common open space shall be contiguous or connected via pedestrian/bicycle paths.
  - c. To the extent practicable, common open spaces should be distributed equitably throughout the development in relation to the dwelling units that such common open space is intended to serve. The open space shall not be isolated in one (1) corner of a development but shall be highly accessible (physically and/or visually) to the residents of the development.
- 4) Where common open space is to be provided in a subdivided residential development, the use, operation, and maintenance of areas for common open space, common ground, and common buildings shall be guaranteed by the establishment of a trust indenture providing for such by a subdivision association or trustees, consistent with the requirements of Section 5.2.2(3)(c) of this Ordinance.

(Ord. No. 2267 , § 3, 12-13-2022)

**A-1.16 Development Phasing.**

- 1) If a planned development is proposed to be constructed in phases, then a preliminary development plan shall be submitted in accordance with this Section for all phases. The preliminary development plan shall include all contiguous property for which the person proposing the development has ownership interest.
- 2) Development phasing in PD-R, PD-RC, PD-RV and PD-MXD developments: If the sequence of construction of various portions of the development is to occur in stages, then the open space and/or

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recreational facilities shall be developed, or legally provided for on a final plat, in reasonable proportion to the number of dwelling units intended to be developed during any given stage of construction as approved on a final plat by the Board. Furthermore, at no time during the construction of the project shall the number of constructed dwelling units per acre of developed land exceed the overall density per net acre established by the originally approved PD district.

(Ord. No. 2267 , § 4, 12-13-2022)

**A-1.17 Other development regulations applicable to PD Districts.**

- 1) Development Standards (Section 6 of this Ordinance);
- 2) Off-Street Parking and Loading Requirements, (Section 6 of this Ordinance);
- 3) Subdivision Regulations, Section 6 of this Ordinance;
- 4) Signs, Appendix B.

**A-1.18 Concept plan.**

**1) Concept plan staff meeting:**

- a. Prior to petitioning for a rezoning to one (1) of the planned development districts, the prospective applicant shall schedule a meeting with the zoning enforcement officer. The zoning enforcement officer may request that other city department representatives attend this meeting. At this meeting, the prospective applicant shall provide general information on the proposed development, including site location, existing site conditions, and a concept plan of the proposed planned development. The zoning enforcement officer shall report to the applicant, the staff's evaluation of the concept plan, with respect to its compliance with the intent of the planned development regulations, as soon as practical after the meeting.
- b. A concept plan meeting is required. It is an informal procedure intended to benefit the prospective applicant, by allowing for an exchange of ideas and information. It will provide an opportunity to review the requirements of the PD district regulations with the prospective applicant. No formal approval from the zoning enforcement officer or other city staff is required prior to proceeding with the preliminary development plan stage.

**2) Contents of concept plan:** The information that should be included with the concept plan are itemized in Section 6.2.1 of this Ordinance. In addition to items listed in that section, the following information shall be included as well:

- a. Building outlines (footprints) of all structures, except one-family detached dwellings proposed on subdivided lots;
- b. Circulation plan, including circulation drives and parking areas;
- c. Conceptual landscaping plan, open space/common areas and buffer areas between the proposed development and adjacent properties.

**A-1.19 Pre-application meeting with planning and zoning commission.**

- 1) Prior to filing an application to rezone property to a PD district, the applicant may submit the concept plan for review by the planning and zoning commission. The applicant shall submit three (3) copies of the concept plan documents to the zoning enforcement officer for staff review. Upon completion of staff review, the applicant shall submit twenty (20) copies, incorporating any necessary changes, to the zoning enforcement officer for distribution to the planning and zoning commission and the Board.
- 2) Within thirty (30) days of the meeting held to review the concept plan, the planning and zoning commission shall determine if the concept plan does or does not meet the intent of the PD regulations.

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Any action by the planning and zoning commission on the concept plan does not constitute approval or endorsement of a proposed development.

**A-1.20 Preliminary development plan procedure.**

**1) Preliminary development plan submittal requirements:**

- a. The preliminary development plan shall include all contiguous property for which the person proposing the development has ownership interest.
- b. The applicant shall submit three (3) copies of the preliminary development plan documents to the zoning enforcement officer for staff review. Upon completion of staff review, the applicant shall submit twenty (20) copies, incorporating any necessary changes, to the zoning enforcement officer for distribution to the planning and zoning commission and the Board.
- c. The initial three (3) copies of the preliminary development plan documents shall be submitted not later than 5:00 p.m. of the day after the regular Board meeting in order to be considered at the next regularly scheduled planning and zoning commission meeting.
- d. The preliminary development plan submitted shall include the information required in 6.2.2 of this Ordinance, as applicable. In addition to these submittal requirements, the following shall be submitted as applicable:
  - i. Gross and net acreage of the tract;
  - ii. Building outlines (footprints) of all structures, except single family dwellings proposed on subdivided lots;
  - iii. Internal private circulation drives and parking areas, except driveways associated with one-family detached dwellings proposed on subdivided lots;
  - iv. Maximum number of dwelling units allowed per the preceding zoning district or districts;
  - v. Number of dwelling units proposed;
  - vi. Number of off-street parking spaces required and proposed;
  - vii. The location of structures from all property lines, gross floor area of, and distance between buildings and structures. Floor area for non-residential uses shall be identified by use type;
  - viii. The proposed location, size, landscaping, and general use of common ground, including recreational areas, plazas, and buffer areas. Landscaping information shall include location and approximate size (at time of planting) of all plant material by type (such as deciduous/coniferous trees, ornamental trees, shrub masses and ground cover including grassed areas, ivies, etc.). Landscaping within parking areas shall be included;
  - ix. The location and details of all retaining walls, fences and earth berms;
  - x. The location of all refuse collection facilities including screening to be provided;
  - xi. Illustrative site cross-sections (two (2) minimum) indicating edge conditions and internal grade changes in relation to principal variations of building elevations and site lines to adjacent properties/structures;
  - xii. Typical building elevations of sufficient scale and detail to illustrate building mass, exterior construction materials and signage if applicable;
  - xiii. Project report to include an explanation of the character of the proposed development, verification of the applicant's ownership or contractual interest in the subject site and proposed development schedule; and

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xiv. Any other additional clarification and/or detail of the site plan as determined by the zoning enforcement officer or the planning and zoning commission.

- 2) **Preliminary development plan review procedure:** Within ninety (90) days following the first regular meeting after submittal of the preliminary development plan, the commission shall forward its recommendation on the plan to the board. The commission may recommend that the plan be disapproved, approved or approved with modifications.

A-1.21 **Public hearing on preliminary development plan and rezoning request.** A public hearing on the rezoning request and the associated preliminary development plan shall take place before the Board in accordance with Section 13 of this Ordinance. The hearing shall be held not more than sixty (60) days after the receipt of the Commission's recommendation except by consent of applicant and the Board chairman. The recommendation of the Commission must be made publicly available at least ten (10) days before the public hearing.

A-1.22 **Board of aldermen action on preliminary development plan and rezoning request.**

- 1) The Board action on the rezoning request shall be subject to the provisions of Section 11.2.4 of this Ordinance. Within ninety (90) days after the hearing, the board shall disapprove or approve the preliminary development plan, or approve the preliminary development plan with modifications.
- 2) If the board approves the preliminary development plan, it shall adopt an ordinance approving said preliminary development plan, with conditions as may be specified and authorizing the preparation of the final development plan. If the preliminary development plan is approved with modifications, the board shall not amend the zoning map until the applicant has filed with the Board written consent to the plan as modified, along with a revised preliminary development plan.
- 3) After the approval of the preliminary development plan and subject to the provisions of paragraph 2) above, the Board shall adopt an ordinance rezoning the site to the appropriate PD district and said ordinance shall include, but not be limited to, the following:
  - a. Legal description of the development site;
  - b. The planned district zoning classification approved;
  - c. Reference to the resolution approving the preliminary development plan and which authorizes preparation of the final development plan;
  - d. A statement requiring approval of a final development plan and plat (if applicable), by the Board, prior to issuing building permits;
  - e. PD-R, PD-RC, PD-RV, PD-LS and PD-MXD developments: The number and type of dwelling units authorized and the total square footage authorized for any non-residential use permitted;
  - f. PD-BC, PD-LC and PD-LI developments: The total square footage authorized for all commercial, office, and/or industrial uses;
  - g. Building and structure height limitations;
  - h. Minimum building setback requirements;
  - i. Off-street parking requirements (via reference to Section 5 of this ordinance); and
  - j. Acreage and function of common open space.

(Ord. No. 2267 , § 5, 12-13-2022)

A-1.23 **Effect of approval of the preliminary development plan and period of validity.**

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- 1) All conditions imposed as a part of any planned development shall run with the land and shall not lapse or be waived as a result of a subsequent change in ownership of any or all of said area.
  - 2) Approval of the preliminary development plan by the board is merely an authorization to proceed with the preparation of the final development plan.
  - 3) Approval of the preliminary development plan shall be valid for a period of six (6) months from the date of board approval. If an application for final plan approval for all or a geographic portion of the preliminary plan has not been filed within the six-month period, then a resubmission of the preliminary development plan shall be required if the applicant intends to pursue final plan approval. In its discretion and for good cause, the planning and zoning commission may grant up to a six-month extension, from the date that the period of validity expired. The commission may reject such resubmission of the same development plan in light of new facts and circumstances relating to the development plan.
  - 4) In no case shall a building permit be issued prior to final development plan approval.
  - 5) At such time the period of validity has expired, the ordinance approving preliminary development plan shall become null and void. In the event that the development plan involved rezoning all or a portion of the property comprising the development, the Board may initiate proceedings to rezone the property to its preceding or other appropriate zoning district, in accordance with the procedures and requirements of Section 13 of this Ordinance.

**A-1.24 Final development plan procedure.**

- 1) **Final development plan submittal requirements:**
  - a. The final development plan shall include the required information described in Section 6.2.6(1) of this Ordinance, as applicable. In addition to these submittal requirements, the following shall be submitted.
    - i. The information required for the preliminary development plan, except that it be in its final form.
    - ii. The final landscape plan with specific location of all plant material, specifying size and species.
    - iii. The applicant shall submit three (3) copies of the final development plan documents to the zoning enforcement officer for staff review. Upon completion of staff review, the applicant shall submit twenty (20) copies, incorporating any necessary changes, to the zoning enforcement officer for distribution to the planning and zoning commission and the Board.
    - iv. The initial three (3) copies of the final development plan documents shall be submitted not later than 5:00 p.m. of the day after the regular Board meeting in order to be considered at the next regularly scheduled planning and zoning commission meeting.
- 2) **Compliance with approved preliminary development plan:** The **initial** final development plan shall be in substantial compliance with the approved preliminary development plan. Modifications and refinements, resulting from the final design process, may be approved. In no event shall any modification of the development plan result in the following:
  - a. A change in the use or character of the development;
  - b. An increase in building or site coverage;
  - c. An increase in the intensity of use (e.g., number of dwelling units);
  - d. An increase in vehicular traffic generation or significant changes in traffic access and circulation;

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- e. A reduction in approved open space or required buffer areas.

3) **Final development plan review and approval:**

- a. The commission shall review the final development plan and shall recommend to the Board approval of the final development plan if it is in substantial compliance with the preliminary development plan. The commission shall act upon the final development plan within sixty (60) days after it has been submitted.
- b. The final development plan shall be submitted to the board for final approval; and if so approved by the Board, the mayor and the city clerk shall execute the plan, and the original copy shall be recorded consistent with the provisions of Sections 6.2.6.2 and 6.2.6.3 of this Ordinance.

A-1.25 **Changes and amendments to final development plan.**

- 1) **Minor changes:** Minor changes in the location, siting and height of buildings and structures may be authorized by the zoning enforcement officer if required by engineering or other circumstances not foreseen at the time the final plan was approved. No change authorized by this section shall cause any of the following:

- a. A change in the use or architectural character of the development, including changes in any exterior finish material approved by the board;
- b. An increase in building or site coverage;
- c. An increase in the intensity of use (e.g., number of dwelling units);
- d. An increase in vehicular traffic generation or significant changes in traffic access and circulation;
- e. A reduction in approved open space or required buffer areas; or
- f. A change in the record plat.

~~) **Plan amendments:** All proposed changes in use, or rearrangement of lots, blocks and building tracts, changes in the provision of common open spaces, and changes which would cause any of the situations listed under paragraph a. above shall be subject to approval by the board. In such event, the applicant shall file a revised development plan and be subject to the requirements of this section as if it were an entirely new application.~~

- 2) **Partial Amended Final Development Plan:** After a Final Development Plan is approved by the City and construction has been completed conforming to the approved Final Development, a partial amendment to the approved plan may be desired. A Partial Amended Final Development Plan application may be filed with the City to request said partial amendment. The exterior limits of the Partial Amended Final Development Plan are to be defined by the Director of Public Works before an application is submitted to the City.

- a. Partial amendments to an approved Final Development Plan may be requested if the following criteria are met:
  - I. Any existing exterior finishes approved by the Board of Aldermen remain.
  - II. Updates or alterations to the exterior footprint of a building or to the site are equal to or less than 20,000 square feet.
  - III. In addition to requirement II. above, updates or alterations to the exterior footprint of a building or to the site are equal to or less than 30% of the overall building footprint and overall site area.

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- IV. No new curb cuts are required, and new construction does not reduce required parking or significantly modify existing on-site circulation as determined by the Department of Public Works.
  - V. Landscape in the area partially amended must meet all Unified Development Ordinance regulations.
  - VI. Lighting in the area partially amended must meet all Unified Development Ordinance regulations.
- b. Partial Amended Final Development Plan Review Procedure:
- I. The Planning and Zoning Commission shall review the Partial Amended Final Development Plan and shall make a recommendation to the Board of Aldermen if it is in substantial compliance with the Preliminary Development Plan. In the event the Preliminary Development Plan or original Final Development Plan is unknown by the City, the site may request a Partial Amended Final Development Plan in accordance with this Subsection.
  - II. The Partial Amended Final Development Plan shall be submitted to the Board of Aldermen for approval; and if approved by the Board, the Mayor and the City Clerk shall execute the plan, and the original copy shall be recorded consistent with the provisions of Sections 6.2.62 and 6.2.6.3 of this Ordinance.
- 3) **Major Change:** All proposed changes that do not meet the criteria of A.125 1) and A.1.25 2) shall file revised development plans and be subject to the requirements of this section as if it were an entirely new application.

**A-1.26 Failure to initiate construction after final development plan approval.**

- 1) **Period of validity:** No approval of a final development plan shall be valid for a period longer than one (1) year from the date of approval unless within such period a building permit is obtained and construction of a development's foundation is commenced.
- 2) **Extension:** In its discretion and for good cause, the commission may extend for one (1) additional year, the period for beginning of construction or the establishment of a use.
- 3) **Lapse in period of validity:** At such time as the period of validity of an approved final development plan lapses, the final development plan and all uses, terms and conditions thereof may be declared null and void and the board may initiate proceedings to rezone the site to its preceding or other appropriate zoning district in accordance with the procedures and requirements of Section 13 of this Ordinance.

## **APPENDIX B. LIGHTING**

### **B-1 Exterior Lighting.**

#### **B-1.1 Intent.**

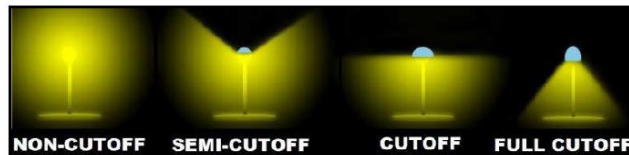
- 1) It is the intent of this section to establish light regulations and measures of lighting by which the negative aspects of excessive or careless light use can be minimized while preserving safety, security and the nighttime use and enjoyment of all properties within the City.

#### **B-1.2 Applicability.**

- 1) The requirements of this section shall apply to all exterior lighting within the City in both residential and non-residential districts. However, this section shall not apply to the following:
  - a. The use of temporary outdoor lighting used during customary holiday seasons.
  - b. Temporary outdoor lighting used for special events, civic celebrations, festivals and similar outdoor gatherings as permitted by the City's adopted regulations.
  - c. Lighting required by emergency services or government agencies to illuminate response areas or to secure government buildings or structures. This includes any lighting necessary for the safe operations of aircraft.
  - d. Lighting permanently or temporarily installed to illuminate public or private rights-of-way or to regulate traffic. This includes lighting necessary to facilitate the repair or maintenance of such rights-of-way or any facilities within them.
  - e. Temporary lighting necessary to install, repair or maintain public or private utility infrastructure.
  - f. Lighting of recreational facilities for public parks and publicly owned facilities such as a public school or a City recreational sports complex. The design and installation of such lighting shall achieve no greater luminance levels for activity than those recommended by the Illuminating Engineering Society of North America (IESNA) or similar association/organization.
  - g. Lighting necessary to illuminate the nighttime display of the national, state, county, city or memorial flags. Such lighting shall be specifically reviewed as part of the City's flagpole permitting process to avoid glare or nuisance concerns.

**B-1.3 General provisions.**

- 1) The following requirements shall be applicable to all properties within the jurisdictional limits of Sunset Hills, unless otherwise provided for within the City's adopted regulations.
  - a. **Lighting design.**
    - i. Multifamily, office, commercial and industrial developments. All new exterior lighting fixtures installed within the City for multifamily, office, commercial or industrial developments shall utilize cutoff or full cutoff designs to ensure that no light is emitted above a horizontal plane, as depicted in the graphic below. The replacement of fixtures within existing projects in the City shall be brought into compliance with this section. Exterior lighting fixtures, parking lot pole standards and pole bases shall be black unless otherwise approved by the City.



- b. **Single family and two family homes.**
  - i. Exterior lighting fixtures installed upon single family and two family homes are not required to utilize cutoff or full cutoff design. However, such lighting shall be focused, directed and arranged to avoid producing glare or unwanted illumination upon an adjacent property or nearby area. The use of shielding is encouraged and may be required by the City for any lighting, which is determined to be a nuisance to neighboring properties, or creates a safety hazard.
- c. **Decorative lighting.**

- i. The City's Planning and Zoning Commission may consider the use of non-cutoff decorative lighting fixtures for planned developments during the review process for recommendation to the Board of Aldermen when such lighting would add to the aesthetic appeal of the property or to accent landscaping or architectural features. Such lighting may not generate excessive glare or constitute a nuisance or safety concern for adjacent properties or rights-of-way.
- d. **Lamp/bulb selection.**
  - i. All new exterior lighting fixtures installed within the City for multifamily, office, commercial or industrial developments shall utilize light-emitting diode (LED) lamps. The use of alternative lamp/bulb options of such developments may be appealed to the Board of Adjustment for consideration when those alternatives would add to the aesthetic appeal of the property.
- e. **Underground wiring.**
  - i. All new exterior lighting within the City shall be served by underground cables. Existing properties, which do not meet this requirement, shall be brought into compliance upon redevelopment.
- f. **Property and parking lot illumination levels.**
  - i. Parking area lighting shall be required for all new public parking lots used by patrons of the property associated with the primary use of the property, designed and installed so as to achieve the illumination levels set forth below. Lighting shall be maintained so as to achieve not less than 80% of the minimum illumination levels set forth by the following table.
  - ii. The Planning and Zoning Commission may accept and recommend to the Board of Aldermen lighting arrangements exceeding the maximum levels set forth below to allow lighting designs for specific land uses that exceed the required illumination levels.
  - iii. For the purpose of the table below, the term "residential" refers to areas with a residential zoning designation or residential land use. Office/commercial/industrial refers to parking areas for any land use, regardless of zoning designation, in which goods or services are offered on the premises, or office warehouse where wholesale operations are present.

<b>Illumination standards in foot-candles for properties and parking areas</b>			
	<b>Residential</b>	<b>Commercial/industrial</b>	<b>Other</b>
Minimum initial level at any point within the parking area	0.07	0.5	2.0
Maximum initial level	5.0	12.0	12.0
Maximum initial level at the exterior property line	0.5	0.5	0.5

- iv. Light standards utilized for parking lot lighting shall not exceed a maximum of twenty feet (20') within ~~the C-1, PD-BC, PD-LC~~ all commercial zoning districts. The parking lot light standards in the PD-LI and PO district shall not exceed twenty-five feet (25') in height. Light standards utilized for non-parking areas shall not exceed twenty feet (20') in height. The source of pole standard illumination shall not be lower than ten feet (10') above grade except as approved by the Director of ~~Community Development~~ Public Works.

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- v. Light standards shall be maintained in compliance with the initial installation. Leaning, rusting or damaged poles/fixtures shall be repaired, removed or replaced.
  - vi. The applicant for all new development shall indicate compliance with this section. The City may require documents to be certified by a certified lighting designer. Initial readings as required by this section shall be provided with a light loss factor of one (1.0).
- g. **Prohibited Lights.**
- i. The following light and lighting methods are hereby declared unlawful and are therefore prohibited:
    - 1. The use of laser source light or any similar high-intensity light for outdoor advertising or entertainment, including the operation of searchlights for advertising purposes.
    - 2. Animated, flashing, flickering or other distracting lights.
    - 3. Exposed neon or LED tubes.
    - 4. Any light which generates excessive glare or light-trespass upon adjacent properties or roadways.
    - 5. Lighting placed within building interiors in a manner intended to attract attention or create a nuisance to exterior areas.
  - h. The following terms, as used in this Section 5.3-7 shall be defined as set forth herein:
    - i. **Foot-candle:** The unit of measure expressing the quantity of light received on a surface. One foot-candle of illuminance produced by a candle on a surface one foot square from a distance of one foot. One lumen per square foot unit of luminance. One foot-candle equals approximately 0.1 (0.093) lux.
    - ii. **Fully shielded luminaire:** A luminaire constructed and installed in such a manner that all light emitted by the luminaire, either directly from the lamp or a diffusing element, or indirectly by reflection, or refraction from any part of the luminaire, is projected below the horizontal plane through the luminaire's lowest light-emitting part.
    - iii. **Glare:** Lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility, e.g., oncoming headlights.
    - iv. **Lumen:** The unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from "watt", a measure of power consumption).
    - v. **Luminaire:** The complete lighting unit (fixture) consisting of a lamp, or lamps and ballast(s) (when applicable) together with the parts designed to distribute the light (reflector, lens, diffuser) to position and protect the lamps and to connect the lamps to the power supply.
    - vi. **Over-illumination:** This term describes situations when an excessive amount of direct light is used to illuminate buildings, parking lots, building features, etc. This results in an unnecessary energy consumption level and could contribute to other light pollution concerns.
    - vii. **Lux:** The SI unit of illuminance. One lux is one lumen per square meter. One lux is a unit of incident illuminance approximately 0.10 foot-candle.
    - viii. **Skyglow:** The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

