

Stonecrest Homes Association

The Oldest and Largest Subdivision in St Joseph

Restrictions

Stonecrest Homes Association

Amended and Modified Deed Restrictions 4/16/2017

1. Subject to the exceptions hereinafter set forth, no buildings, shall be erected or placed or permitted to remain on any lot, other than one (1) detached single-family dwelling, to which a private garage or carport may be attached. Attachment by breezeway or roofed patio shall be deemed "attached." Detached structures are not allowed.
2. No structure of a temporary character, and no trailer, mobile home, tent, shack, basement, storage shed, garage or other building shall be used as a residence, either temporarily or permanently.
3. No dwelling shall be erected on a land area of less than one (1) lot, as shown by the plat of dedication, unless specific permission in writing has been granted by the Stonecrest Homes Association Board of Directors, provided, however, that this restriction shall not be construed as preventing the erection of a dwelling on more than one (1) lot where the owner thereof has purchased a tract consisting of more than one (1) lot.
4. No truck, in excess of one (1) ton, or other commercial vehicle, vacation trailer, mobile home, boat, boat trailer, recreational vehicle, or other similar vehicle shall be parked on any lot for any purpose other than for loading or unloading, and then for a period not to exceed forty-eight (48) hours in duration. All parking shall be on a concrete or asphalt surface. Nothing herein contained, however, shall prevent the keeping of such vehicle in an enclosed garage or basement.
5. No building shall be permitted to stand with its exterior in an unfinished condition for more than one (1) year from date of commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition for a period exceeding one hundred twenty (120) days from the date of such damage, provided however, the Stonecrest Homes Association Board of Directors may, for just cause, grant an extension beyond said one hundred twenty (120) day period.
6. The exterior appearance of all dwellings and lots shall be maintained to a reasonable standard and care in harmony with the neighborhood.
7. On all lots in Stonecrest East, First Plat, and including Lots One (1) through Six (6), Block Twelve (12), First Plat, as replatted in Second Plat, but excluding Lots Fourteen (14) through Nineteen (19) inclusive, Block One (1), one story dwellings shall have a ground floor area of not less than one thousand five hundred (1,500) square feet, exclusive of garage. Taller dwellings shall have a ground floor space of not less than eight hundred fifty (850) square feet, exclusive of garage and not less than one thousand five hundred (1,500) square feet of living area. On all Lots Fourteen (14) through Nineteen (19) inclusive, Block One (1), in Stonecrest East, First Plat, and in all of Stonecrest East, Second Plat, except the Lots of First Plat which are replatted, one story dwellings shall have a ground floor area of not less than one thousand one hundred (1,100)

square feet, exclusive of garage. Space area requirements for taller dwellings shall be the same as applicable to the balance of First Plat. Breezeways and porches shall not be considered as included in the ground floor or living area.

8. No building or driveway shall be erected, placed or altered on any lot until the construction plans and specifications of materials and a plan showing the location of the proposed structure or driveway has been approved, in writing, by the Stonecrest Homes Association Board of Directors as to materials, harmony of external design with existing structures, and as to location boundary line or other fence or wall shall be erected, placed or altered on any lot unless approved, in writing, by the Stonecrest Homes Association Board of Directors.
9. No business of any kind or character shall be conducted in any home or on any lot in the Stonecrest Subdivision, and no business building of any character shall be erected on any lot.
10. No partisan signs for political office or legislation, or billboards or other advertising matter of any character shall be permitted, other than signs of a non-partisan in nature and signs normally erected by contractors in connection with construction and realty companies for sale of property. "For Sale by Owner" signs are permitted. Signs advertising the services and products of a contractor are permitted only for the period from commencement of work until project completion.
11. No animals or fowls of any character, excepting dogs, cats or birds kept in cages, or other such pets which can be reasonably accommodated within the dwelling unit, shall be permitted in the Stonecrest Subdivision. No commercial breeding of any animal is permitted. No outside animal kennel or pen shall be erected or placed on any lot unless approved, in writing, by the Stonecrest Homes Association Board of Directors. No tank for the storage of oil or other fluids or gas may be located above the surface of the ground.
12. No fence shall be replaced or constructed on any lot closer to any street than the rear corners of the residence located on the lot; and any fence or walls erected above ground must be approved, in writing, by the Stonecrest Homes Association Board of Directors as to type, material and design, before erection. Decorative fences not in excess of twenty-four (24) inches in height are not included within this restriction.
13. All garbage and trash containers, including bags, shall be kept screened and hidden from view from all four sides. Commercial dumpsters may be located on a property no longer than 14 days. Exceptions for an extension beyond 14 days may be approved by the Stonecrest Homes Association Board of Directors. Open burning of yard debris is permissible only to the extent allowed by City and County ordinance (s).
14. Each lot owner, at the time of the construction of a dwelling on said premises, shall install and thereafter maintain one (1) light, either gas or electric, or equal. The light must be located on a pole in front of the residence and must be lighted at least from dusk till dawn. Spotlights and other lights affixed to the dwelling do not constitute compliance with the restriction.
15. No owner of any lots in the Stonecrest Subdivision shall allow any grass or weeds to attain a height in excess of six (6) inches. Ornamental trees, shrubs and flowers shall not be included in this limitation. Dead trees must be removed from the lot within 6 months. Downed limbs and yard waste must be removed from the lot within 30 days. Composting of organic material is permissible. Open compost piles and compost containers/bins must be hidden from view. Compost containers/bins will meet all restrictions of City Ordinance Chapter 15, Article II, Section 15-27 (1) (a) as amended.
16. All utility wires shall be underground, and no utility wires or poles shall be permitted above ground where connection with underground service is available, unless written permission is granted by the Stonecrest Homes Association Board of Directors. No satellite dishes exceeding 24" in diameter are permissible.

17. No major auto repairs or auto painting shall be permitted outside of an enclosed garage on the premises. No unlicensed, wrecked or junked cars or other vehicles or machinery shall be parked or kept on any premises nor shall any tarp covered motor vehicles whether or not licensed or unlicensed, as well as boats, trailers or machinery be parked or kept on any premises in the Stonecrest Subdivision outside of an enclosed garage.
18. No building or other permanent structure shall be erected or maintained, and no shrubbery, trees or planting, which interferes with the drainage or use of any such area, shall be installed or maintained in any part of an area indicated as "easement" on the plat. The right is reserved to locate, construct and erect and maintain or cause to be located, constructed and maintained within the areas indicated for such purposes on the plat as "easement", sewer and other pipes lines, conduits, poles and wire, surface drainage causeways, and any other means of conducting or performing any public or quasipublic utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.
19. The owner of any lot in the Stonecrest Subdivision shall be notified by the Stonecrest Homes Association Board of Directors, in writing by certified mail (with a courtesy copy to the resident if different than the owner), of a violation of a restriction (s). The situation causing the violation must be remedied within 10 days of notification of the violation. The resident and/or owner of the property may file an appeal with the Stonecrest Homes Association Board of Directors. The appeal must be in writing and must be received by the Executive Secretary of the Board within 10 days of notification of the violation. Failure to comply with the restrictions within 10 days shall result in the assessment of a \$50 fine plus reimbursement for any attorney fees or court costs incurred by the Stonecrest Homes Association payable, upon receipt, to the Stonecrest Homes Association. Fines may be doubled for repeat offenses. Failure to pay the fine and associated legal costs shall result in a lien being placed on the property.
20. The covenants and restrictions herein contained shall run with the land and be binding upon all parties hereto, and shall be until December 31, 2037, at which time the said covenants shall automatically expire. These restrictions may be changed, extended or eliminated at any time by the written consent of sixty percent (60%) of the owners of all real estate then subject to the Stonecrest Homes Association Declaration. Such written consent shall be duly acknowledged and filed for record in the office of the Recorder of deeds of Buchanan County, Missouri, before it shall become effective.
21. The restrictions herein set forth shall run with the land and bind the respective owners, their heirs, successors and assigns and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the respective owners, their heirs, successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the constructions of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his or their ownership of said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth at the time of its violation, shall, in no event be deemed to be a waiver of right to do so thereafter. Violation of said restrictions shall not result in a reversion of title.
22. (A) (Grand-Father Clause) Conditions on and/or use of a property in compliance with restrictions before the approval date of the revised restrictions but not in compliance with the revised restrictions shall be considered compliant with any and all subsequent revisions of the restrictions. (B) (Lack Of Notice) Conditions on and/or use of a property not meeting current or past restrictions are not considered to be compliant because the homeowner was not notified

of a violation regardless of the time span elapsed between the violation and notification of violation by the Board.

23. The Lot owner (s) and/or occupants(s) of a lot within the Stonecrest Subdivision shall be liable for the Homes Association's attorney's fees and legal costs incurred in enforcing these deed restrictions whether it be by the filing of a lien to recover fees/costs or the filing of a lawsuit to enforce these deed restrictions in a Court of Law.
24. It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way