

DARDENNE



PRAIRIE

CITY OF DARDENNE PRAIRIE  
2032 HANLEY ROAD  
DARDENNE PRAIRIE, MO 63368

PLANNING AND ZONING COMMISSION AGENDA  
May 8, 2024  
7:00 p.m.

---

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Alderman Detweiler  
Chairman Etzkorn  
Commission members:  
Bailey  
Fry  
Musler  
Northcutt  
Ogle  
Pollard  
Stankovich  
Wooldridge

PUBLIC COMMENT

PUBLIC HEARING

1. **PUD Request: Villas at Dardenne Prairie Phase II** – Application to rezone 2.88 acres of land currently zoned “R-1A” Single Family Residential District to “R-1D” Single Family Residential “PUD” Planned Unit Development located on the northeast corner of Hanley and Feise Road and more particularly described in the PUD Request received by the City on April 17, 2024, on file with the City Clerk from Applicant.

NEW BUSINESS

1. **PUD Request: Villas at Dardenne Prairie Phase II** – Application to rezone 2.88 acres of land currently zoned “R-1A” Single Family Residential District to “R-1D” Single Family Residential “PUD” Planned Unit Development located on the northeast corner of Hanley and Feise Road and more particularly described in the PUD Request received by the City on April 17, 2024, on file with the City Clerk from Applicant. **TO BE CONTINUED**

OLD BUSINESS

1. **Record Plat- Condos at Town Center**. St. Charles Engineering Company has submitted a Record Plat for 6.66 acres containing three (3) lots consisting of two (2) 24-unit three-story residential condominium buildings and a 4,561 SF commercial building located north of Town Square Drive, east of Kinetic Park. The subdivision is zoned "C-2-P.U.D." and more particularly described in the Record Plat received by the City on February 22, 2024, and on file with the City Clerk.

#### ELECTION OF SECRETARY

#### APPROVAL OF MINUTES

1. Approval of 04-10-24 Minutes
2. Approval of 04-10-24 Work Session Minutes

#### COMMISSION COMMUNICATIONS

#### ADJOURNMENT

## MEMO

**TO:** Dardenne Prairie Planning and Zoning Commission  
**FROM:** Todd Streiler, Planning & Development Manager  
**DATE:** May 08, 2024  
**SUBJECT:** Planning and Zoning Commission Meeting Scheduled for May 8, 2024

Items for consideration at this meeting include:

### PUBLIC HEARINGS:

1. **PUD Request- Villas at Dardenne Prairie Phase II** – Application to rezone 2.88 acres of land currently zoned “R-1A” Single Family Residential District to “R-1D” Single Family Residential “PUD” Planned Unit Development located on the northeast corner of Feise and Hanley Road and more particularly described in the PUD Request received by the City on April 17, 2024, on file with the City Clerk from Applicant.

City Staff met with the development team on April 12, 2024, for a pre-application meeting. On April 17, 2024, a P.U.D. Request Area Plan Application, Area Plan, Architectural Elevations, Landscape Plan, Grading Plan, Stormwater Management Plan and Indentures were submitted. The items were reviewed by the City Planning & Development Manager and City Engineer and Comment Letters were issued, which are enclosed.

On April 30, 2024, the City Planning & Development Manager discussed the review comments with Jeff Simmons & Carrie Marcum from BAX Engineering. A memo responding to the comments contained in the 4/25/24 Memo and a revised Area Plan was submitted on May 1, 2024. The revised Area Plan and supporting documents addressed all of Staff’s applicable comments contained in the April 25, 2024, Comment Letter. The petitioner is in the process of addressing the City Engineer’s comments. The project meets the requirements of the City’s Zoning Code and Subdivision Regulations and is consistent with the City’s 2020 Comprehensive Plan, with the exception the public hearing letters were not mailed in accordance with Sections 405.250.A(8), 405.470.A(6) and 405.865.A(6) of the City Code. Due to this deficiency, the petitioner has requested this item be postponed till the June P&Z Meeting.

### NEW BUSINESS:

1. **PUD Request- Villas at Dardenne Prairie Phase II** – Application to rezone 2.88 acres of land currently zoned “R-1A” Single Family Residential District to “R-1D” Single Family Residential “PUD” Planned Unit Development located on the northeast corner of Feise and Hanley Road and more particularly described in the PUD Request received by the City on April 17, 2024, on file with the City Clerk from Applicant.

From Above Public Hearing.

**To be continued/postponed.** The petitioner did not send out the public hearing letters in accordance with Sections 405.250.A(8), 405.470.A(6) and 405.865.A(6) of the City Code.

### OLD BUSINESS:

1. **Record Plat- Condos at Town Center:** St. Charles Engineering Company has submitted a Record Plat for 6.66 acres containing 48 residential condos and a one-story 4,561 SF commercial

building containing five (5), commercial condos between 900-932sf located north of Town Square Drive, east of Kinetic Park. The subdivision is zoned "C-2-P.U.D." and more particularly described in the Record Plat received by the City on February 22, 2024 and on file with the City Clerk.

On August 17, 2022, the 6.66 acres track to be known as the Condos at Town Square was rezoned from "N-D" New Development District to "C-2" General Commercial with a PUD via Ordinance #2200 which included approval of the Area Plan showing two (2), twenty-four (24) unit condo buildings and 4,561sf commercial building.

On October 19, 2022, the Final Plan was approved via Ordinance #2216 with the condition that fiber cement siding is installed on the exterior of all buildings on the property.

On January 8, 2024, a Record Plat application and supporting documents were submitted. The items were reviewed by the City's Planning & Development Manager and a Comment Letter dated January 30, 2024, was issued, which is enclosed.

On January 8, 2024, a Record Plat application and supporting documents were submitted. The items were reviewed by the City's Planning & Development Manager and a Comment Letter dated January 30, 2024, was issued, which is enclosed.

On March 1, 2024, a revised record plat and supporting documentation was submitted addressing the items contained in City's memo dated January 30, 2024, see enclosed Response Letter from Tom Jamboretz, St. Charles Engineering dated March 1, 2024. The plat meets the requirements of the City's Subdivision Regulations and is consistent with the approved Area Plan and Final Plan.

On April 10, 2024, the Planning & Zoning Commission reviewed the item at their regular meeting and recommended the item be postponed so Staff could investigate if the 4,561sf commercial building was shown being subdivided on the approved Area Plan (Preliminary Plat) and Final Plan.

**Findings:** While the PUD Area Plan Application and elevations indicated the commercial building was intended to include five (5) separate units, the Declaration of Ownership, approved Area Plan and approved Final Plan did not show the commercial building being subdivided. According to the City Attorney, the petitioner would have to amend the Area Plan and Final Plan to subdivide the commercial building into five (5) separate condominium units. The petitioner has decided not to pursue the PUD amendment, so the Record Plat has been revised to eliminate the five (5) commercial condo units. The revised Record Plat contains three (3) lots; Lot 1 is 2.82 acres and includes a four-story, twenty-four (24) unit residential condominium building; Lot 2 is 2.67 acres and includes a four-story, twenty-four (24) unit residential condominium building; and Lot 3 is 1.16 acres and includes single-story 4,561sf commercial building. The revised Record Plat meets the City's Subdivision Plat requirements and is consistent with the approved Area Plan/ Preliminary Plat and approved Final Plan.

**EXISTING ITEMS: None.**

**INFORMATION ONLY: None.**

Enclosures

cc: Mayor John Gotway and Board of Aldermen  
Kim Clark, City Clerk  
John Young, City Attorney

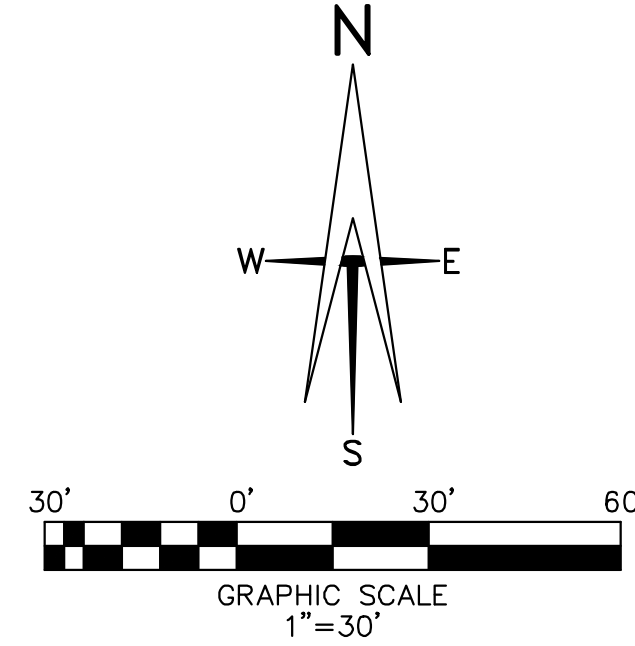
## **PUBLIC NOTICE**

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a PUD application before the Planning and Zoning Commission on Wednesday, May 8, 2024, at 7:00 p.m., or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and then be heard by the Board of Aldermen on Wednesday, May 15<sup>th</sup>, 2024, at 7:00 p.m., or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, concerning the following:

### **PUD Request**

Name of Applicant:	Tim Miller, VP Bridgewater Communities
Name of Owner:	Duane Mueller
Address of Property:	NE corner of Feise Rd. & Hanley Rd.
Present Zoning Classification:	R-1A Single Family Residential
Proposed Zoning Classification:	R-1D Planned Unit Development (PUD)
Proposed Use:	Single Family Residential
Property Legal Description:	A tract of land being part of Outlot "A" of "Prairie Commons Plat One", a Subdivision in the County of St. Charles, Missouri.

PRELIMINARY



# THE CONDOS AT TOWN CENTER SUBDIVISION

A TRACT OF LAND BEING ADJUSTED LOT A OF TOWN  
CENTER CONDOS BOUNDARY ADJUSTMENT  
BEING A TRACT OF LAND IN PART OF SECTION 2,  
TOWNSHIP 46 NORTH, RANGE 2 EAST  
ST. CHARLES COUNTY, MISSOURI  
RECORDED AS DOCUMENT NUMBER 2022R-055715



PRELIMINARY

### SHEET INDEX:

- 1.0 ---- COVER
- 2.0 ---- SUBDIVISION PLAT
- 3.0 ---- LOT 1 CONDO PLAT
- 4.0 ---- LOT 2 CONDO PLAT

### GENERAL NOTES

1. PREPARED FOR: 24CONDOSTL LLC  
366 LAUREN LANDING  
BALLWIN, MO 63021
2. BASIS OF BEARINGS: MISSOURI STATE PLANE - EAST ZONE - GRID NORTH.
3. THE TOTAL AREA OF THIS PLAT: 6.66 ACRES, MORE OR LESS.
4. SETBACKS: FRONT - 25'  
SIDE - 20'  
REAR - 25'
5. ST. CHARLES ENGINEERING & SURVEYING, INC. WAS NOT SUPPLIED A TITLE COMMITMENT AND TAKES NO RESPONSIBILITY FOR ANY EASEMENTS THAT A CURRENT TITLE POLICY MIGHT PROVIDE.
6. IRON REBARS WITH CAPS TO BE SET AS SHOWN WITHIN TWELVE MONTHS AFTER THE RECORDING OF THE RECORD PLAT PER MISSOURI SURVEY STANDARDS.
7. PROPERTY OWNERS: 24CONDOSTL LLC  
366 LAUREN LANDING  
BALLWIN, MO 63021
8. ACCORDING TO FIRM FLOOD INSURANCE RATE MAP PANEL 29182C0220C K, DATED JANUARY 19, 2016, THIS PROPERTY LIES IN ZONE "X" AREA OF MINIMAL FLOOD HAZARD.
9. SITE BENCHMARK: ELEVATION 587.57' (MODOT VRS. N.A.V.D. - 88)  
FOUND CROSS AT THE SOUTHWEST CORNER OF LOT A.
10. SITE IS ZONED "C-2" GENERAL COMMERCIAL DISTRICT, PLANNED UNIT DEVELOPMENT (P.U.D.).
11. PROPOSED USE: SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS & COMMERCIAL CONDOMINIUMS.

### SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT ST. CHARLES ENGINEERING AND SURVEYING, INC., AT THE REQUEST AND FOR THE EXCLUSIVE USE OF 24CONDOSTL LLC, DURING THE MONTH OF OCTOBER, 2022 EXECUTED A BOUNDARY SURVEY OF A TRACT OF LAND BEING ADJUSTED LOT A OF TOWN CENTER CONDOS BOUNDARY ADJUSTMENT, DOCUMENT 2022R-055715, IN SECTION 2, TOWNSHIP 46 NORTH, RANGE 2 EAST ST. CHARLES COUNTY MISSOURI, AND DURING THE MONTH OF OCTOBER 2023, SUBDIVIDED AND PREPARED A RECORD PLAT. THIS SURVEY AND RECORD PLAT WAS PREPARED IN ACCORDANCE WITH CHAPTER 16 "MISSOURI STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS (20 CSR 2030-16.010-16.110)."

THIS DRAWING HAS BEEN COMPILED WITHOUT THE BENEFIT OF A CURRENT CERTIFICATE OF TITLE EXAMINATION AND, THEREFORE, MAY NOT CONTAIN EASEMENTS, RESERVATIONS, EXCEPTIONS, RESTRICTIONS AND COVENANTS OF RECORD.

THOMAS M. JAMBORETZ  
MO, P.L.S. #2314  
DATE: 04/16/2024



### CITY'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT "THE CONDOS AT TOWN CENTER SUBDIVISION" AS SHOWN HEREON HAS BEEN APPROVED BY THE CITY OF DARDENNE PRAIRIE, MISSOURI THIS \_\_\_\_ DAY OF \_\_\_\_ 2024.

CITY CLERK (PRINT) \_\_\_\_\_ CITY ENGINEER (PRINT) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_

MAYOR (PRINT) \_\_\_\_\_ PLANNING & ZONING CHAIRMAN (PRINT) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_

### OWNER'S CERTIFICATE

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION PLAT SHALL HEREAFTER BE KNOWN AS "THE CONDOS AT TOWN CENTER".

ALL UTILITY EASEMENTS SHOWN ON THIS PLAT, UNLESS OTHERWISE DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF DARDENNE PRAIRIE, MISSOURI, PUBLIC WATER SUPPLY DISTRICT #2, DUCKETT CREEK SANITARY DISTRICT, CUIVRE RIVER ELECTRIC COOPERATIVE INC, SPIRE, CENTURYLINK, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSES OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING PUBLIC UTILITIES, 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, SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE CREEK AND DRAINAGE EASEMENT SHOWN HEREON IS TO THE CITY OF DARDENNE PRAIRIE FOR THE PURPOSE OF INSPECTING THE CHANNEL THAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE AREA OF LAND DESIGNATED AS CROSS ACCESS EASEMENT IS NOT DEDICATED FOR USE BY THE GENERAL PUBLIC BUT IS HEREBY ESTABLISHED AND GRANTED TO THE CONDOS AT TOWN CENTER HOMEOWNERS ASSOCIATION FOR THE USE AND ENJOYMENT OF SAID ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS AS MORE FULLY PROVIDED FOR IN THE CONDITIONS, RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS OF THE CONDOS AT TOWN CENTER SET FORTH BELOW. SAID EASEMENT TO BE MAINTAINED BY SAID ASSOCIATION.

THE UNDERSIGNED DECLARES THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CONDOS AT TOWN CENTER AS SET FORTH IN AN INSTRUMENT FILED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ IN THE ST. CHARLES COUNTY RECORDER OF DEEDS OFFICE.

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ALL TAXES WHICH ARE DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SET THEIR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWNSQUARE COMMERCIAL LLC BY \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### OWNER' NOTARY

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME APPEARED \_\_\_\_\_ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS \_\_\_\_\_ OF TOWNSQUARE COMMERCIAL LLC, THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC: \_\_\_\_\_

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

MY TERM EXPIRES: \_\_\_\_\_

### LENDER'S CERTIFICATE

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED OF TRUST RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. CHARLES COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS PLAT OF "THE CONDOS AT TOWN CENTER", IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR CORPORATE SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

LENDOR BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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24CONDOSTL LLC BY \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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COUNTY OF ST. LOUIS ) SS

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

MY TERM EXPIRES: \_\_\_\_\_

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

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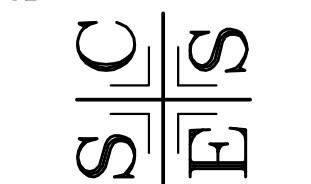
NOTARY PUBLIC: \_\_\_\_\_

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

MY TERM EXPIRES: \_\_\_\_\_

COVER  
CONDOS AT  
TOWN CENTER

ST. CHARLES ENGINEERING & SURVEYING, INC.  
801 S. FIFTH STREET, SUITE 202  
ST. CHARLES, MO 63801  
TEL: (636) 947-0607 FAX: (636) 947-2448  
ST. CHARLES ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION  
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001647 & 000379



ORDER NO.  
2022067  
DATE  
04/16/2024

PRELIMINARY

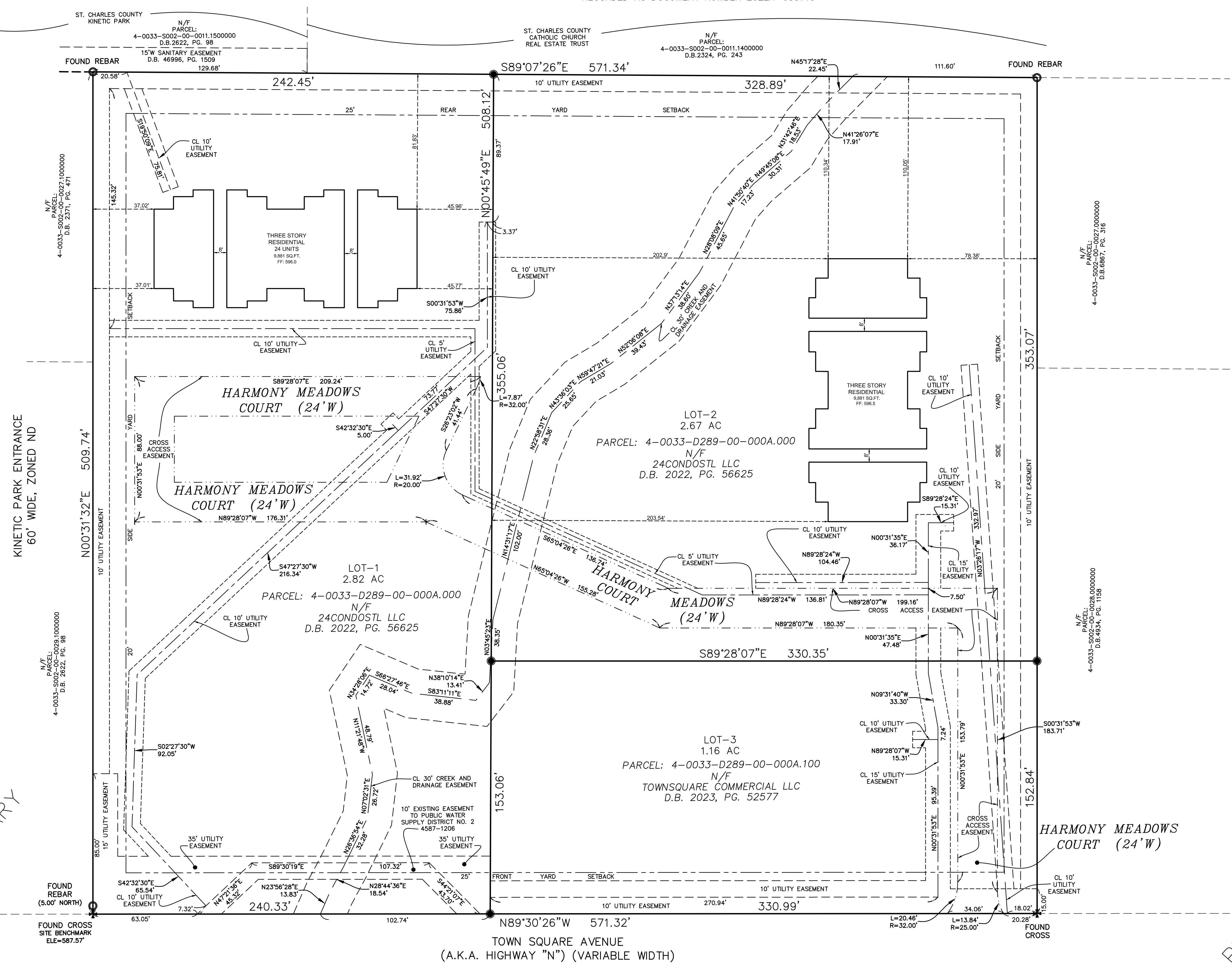
PRELIMINARY

**THE CONDOS AT TOWN CENTER  
SUBDIVISION**

A TRACT OF LAND BEING ADJUSTED LOT A OF TOWN  
CENTER CONDOS BOUNDARY ADJUSTMENT  
BEING A TRACT OF LAND IN PART OF SECTION 2,  
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ST. CHARLES COUNTY, MISSOURI  
RECORDED AS DOCUMENT NUMBER 2022R-055715

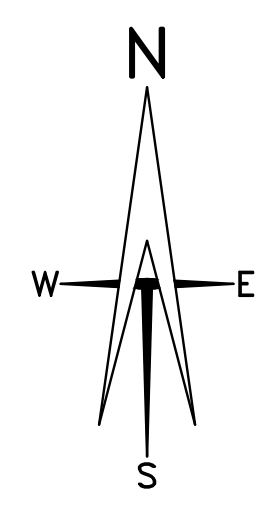
PRELIMINARY

PRELIMINARY



KINETIC PARK ENTRANCE  
60' WIDE, ZONED ND

- LEGEND
- = FOUND REBAR
  - ⊙ = FOUND CROSS
  - = SET REBAR
  - = BOUNDARY
  - = SETBACK
  - = CL EASEMENT
  - = EASEMENT
  - = CROSS ACCESS
  - = EASEMENT

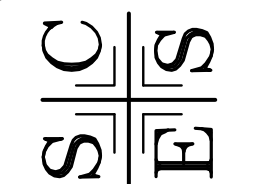


PRELIMINARY

PRELIMINARY

SUBDIVISION PLAT  
**CONDOS AT  
TOWN CENTER**

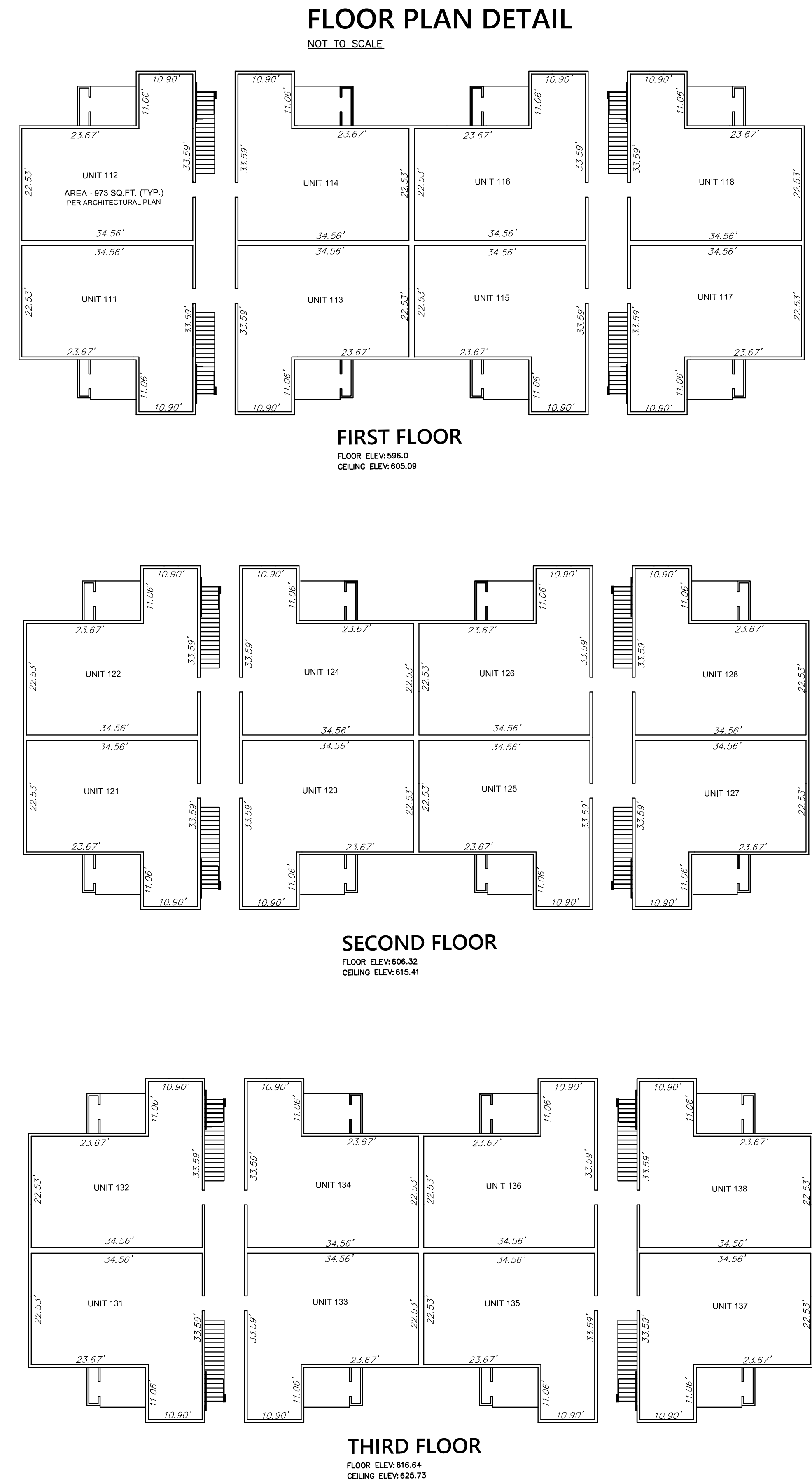
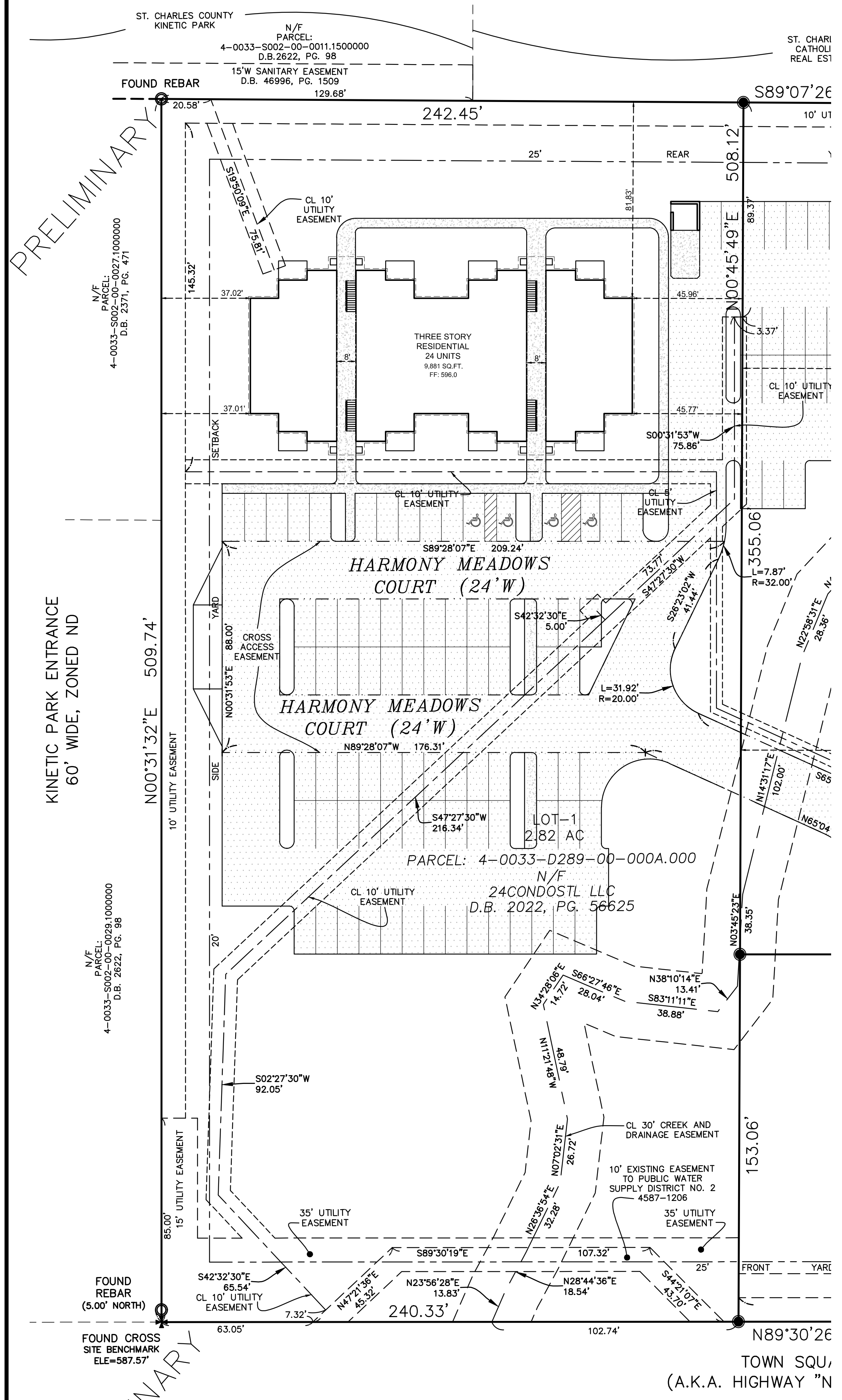
**ST. CHARLES ENGINEERING & SURVEYING, INC.**  
801 S. FIFTH STREET, SUITE 202  
ST. CHARLES, MO 63801  
TEL: (636) 947-0607 FAX: (636) 947-2448  
ST. CHARLES ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION  
MISSOURI STATE CERTIFICATE OF AUTHORITY - 001647 & 000379



ORDER NO.  
2022087  
DATE  
04/16/2024

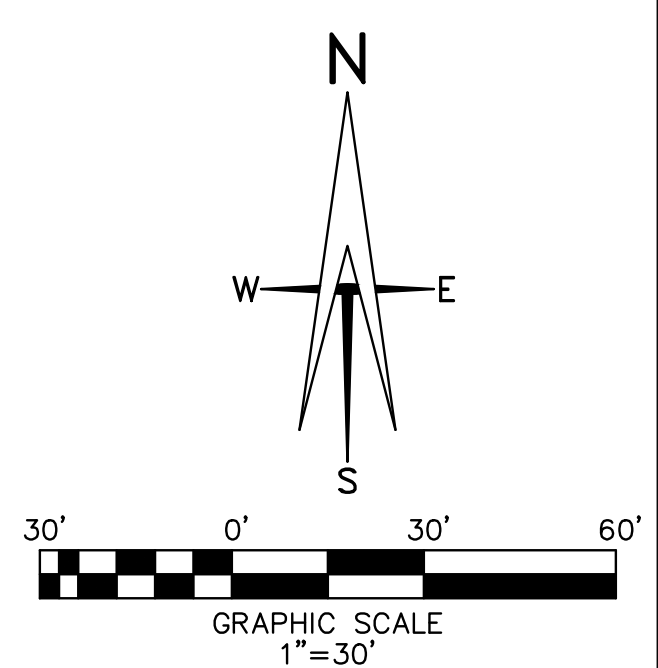
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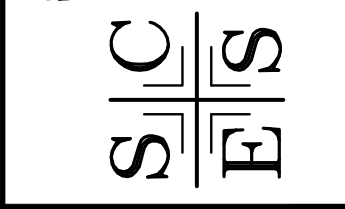
PRELIMINARY

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CONDO PLAT for LOT 1  
CONDOS AT  
TOWN CENTER

ST. CHARLES ENGINEERING & SURVEYING, INC.  
801 S. FIFTH STREET, SUITE 202  
ST. CHARLES, MO 63801  
TEL: (636) 947-0607 FAX: (636) 947-2448  
ST. CHARLES ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION  
MISSOURI STATE CERTIFICATE OF AUTHORITY - 001647 & 000379



ORDER NO.  
2022067  
DATE  
04/16/2024



DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
7755 TOWN CENTER CONDOMINIUM

THIS DECLARATION (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by CONDOSTL, LLC, a Missouri Limited Liability Company, c/o Balaji Seethapathi, member, (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of a parcel of real property located in the County of St. Charles, Missouri, legally described in Exhibit A hereto; and

WHEREAS, Declarant intends by this Declaration to submit said real property to the provisions of the Uniform Condominium Act of the State of Missouri (Sections 448.1-101 to 448.4-120 RSMo.) in effect as of the date of the recording of this Declaration (the "Act").

NOW, THEREFORE, Declarant, as the owner of said real property described above, for the purposes above set forth, does hereby declare said real property and all improvements thereon and those to be erected thereon to be a Condominium, hereafter known as 7755 Town Center Condominium under the Act, and further declares and provides as follows:

1. DEFINITIONS.

1.1 The following terms, as used herein or elsewhere in any condominium documents relating to 7755 Town Center Condominium, unless otherwise specifically provided, shall have the meaning set forth below:

- a. Act - The Uniform Condominium Act of the State of Missouri (Sections 448.1-101 to 448.4-120 RSMo.) in effect as of the date of the recording of this Declaration.
- b. Articles of Incorporation - The Articles of Incorporation of the Association, as they exist from time to time.
- c. Association - 7755 Town Center Condominium Association, Inc. (hereinafter referred to as the "Association"), said Association being a Missouri not-for-profit corporation formed pursuant to Chapter 355, RSMo.
- d. Building - Any structure located on the Property which contains a total of forty-eight (48) Units.
- e. By-Laws - The By-Laws of the Association as they exist from time to time.

f. Common Elements - All of the Property other than the Units, including, but not limited to, the Limited Common Elements, surface parking spaces (if any), common driveways and common utility systems.

g. Common Expenses - All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves including, but not limited to, the expenses for the maintenance, repair, replacement, administration and operation of the Common Elements, Limited Common Elements and the fences (if any), walls, exterior glass, lighting, and landscaping.

h. Condominium - The condominium created by this Declaration, known as 7755 Town Center Condominium.

i. Deck - Each space adjacent to and part of a Unit intended to be used exclusively by a Unit Owner as a deck or patio.

j. Declarant - 24Condostl LLC, or any person, firm, corporation, limited liability company or other legal entity to whom the 24Condostl LLC transfers its rights hereunder prior to the time when all Units in the Condominium have been sold.

k. Declaration - This instrument (including all attachments hereto) and any amendments hereto which may be recorded from time to time.

l. Eligible Mortgagee - Each holder, insurer or guarantor of a duly recorded first mortgage or deed of trust on any Unit which has made written request to the Board of Directors of the Association for notice of all matters of which such holders, insurers or guarantors are entitled pursuant to the provisions of this Declaration, the Act or the By-Laws.

m. Eligible Mortgage Holder - Each Eligible Mortgagee which is a holder of a mortgage or deed of trust.

n. Limited Common Elements - Each portion of the Common Elements which is reserved for the exclusive use of one of the Unit Owners including, but not limited to: (i) each Deck and any entryway or porch connected to and adjacent to a Unit, and all such items designated as Limited Common Elements on the Plat, which shall be used in connection with such Unit to the exclusion of the use thereof by the other Unit Owners, except by invitation; and, (ii) the portions of the Common Elements described in subdivision (2) and (4) of Section 448.2-102 of the Act.

o. Material Amendment - Any material amendment to any provision of the Declaration or By-Laws, or the addition of any material provision thereto including, but not limited to, any material amendment or addition of any material provision which establishes, provides for, governs or regulates any of the following:

- (i) voting;
- (ii) assessments, assessment liens or subordination of such liens;

- (iii) reserves for maintenance, repair and replacement of common Elements;
- (iv) insurance or fidelity bonds;
- (v) rights to use of Common Elements;
- (vi) responsibility for maintenance and repair of the Property;
- (vii) expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from said condominium regime;
- (viii) boundaries of any Unit;
- (ix) interests in Common Elements or Limited Common Elements;
- (x) convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) leasing of Units;
- (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey such Unit Owner's Unit; or
- (xiii) provisions which are for the express benefit of Eligible Mortgagees.

p. Person- A natural person, partnership, corporation, limited liability company or other legal entity capable of holding title to real property.

q. Plat- The drawing attached hereto as Exhibit B which was prepared by a registered land surveyor and which contains the information required by the Act, as such drawing may be amended from time to time by amendments thereto.

r. Property- The land described in Exhibit A which is attached hereto, together with all improvements and structures from time to time hereafter located thereon, including all appurtenances thereto and all easements and rights intended for the mutual use, benefit or enjoyment of the Unit Owners.

s. Unit or Condominium Unit- Each physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are delineated in Exhibit B hereto, including the areas described as part of the Unit in Section 448.2-102 of the Act.

t. Unit Owner- The person or persons, individually or collectively, having fee simple ownership of a Unit.

1.2 Unless the context otherwise requires, any other terms used in this Declaration shall be assumed to have the meanings attributed to said terms in the Act.

## 2. UNITS.

2.1 The Condominium consists of forty eight (48) Residential Units and one (1) Commercial Unit, unless Units are combined or subdivided as herein provided.

2.2 The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by such legal description, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3 Each Unit and the improvements thereon shall be used solely for residential purposes excepting the Commercial Unit, subject to the exceptions set forth in this Declaration and the zoning requirements of the County of St. Charles.

2.4 Each Unit Owner shall have exclusive rights to the Limited Common Elements designated for their use as of the closing on the purchase of their Unit.

## 3. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION.

3.1 Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common equal to the percentage of ownership (hereinafter referred to as the "Percentage of Ownership") allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit C, as such schedule is amended from time to time by amendment hereto. The Percentage of Ownership of each Unit has been computed and determined in accordance with the provisions of the Act. The Percentages of Ownership shall remain constant unless changed in accordance with the provisions of this Declaration and the Act.

3.2 The ownership of each Unit and of the Unit Owner's corresponding Percentage of Ownership in the Common Elements shall not be separated. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between Co-Unit Owners thereof, if such right of partition shall otherwise be available. Notwithstanding the above, no Unit may be partitioned or subdivided without the prior approval of at least the holder of any first mortgage or deed of trust lien on such Unit.

3.3 Should Declarant or any Unit Owner(s) exercise any right provided in this Declaration or otherwise to relocate the boundaries of any Unit, convert any Unit previously created into Common Elements, subdivide any Unit or increase the size of any Unit, the Percentage of Ownership of each Unit shall be equitably computed and reallocated in accordance with the Act.

4. USE OF COMMON ELEMENTS.

4.1 Except as provided in this Declaration, each Unit Owner shall have the right to the use of the Common Elements and any equipment contained therein in common with all other Unit Owners as may be required for the purposes of access or ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner and for such other purposes as specific Common Elements are intended.

4.2 The foregoing rights to use the Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and such rights shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the rules and regulations of the Association hereinafter referred to. Each Unit Owner shall be deemed to have an easement in common with the other Unit Owners in, upon, across, over, through, and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to any parts of the Common Elements subject to the provisions of the Declaration and By-Laws.

5. COMMON EXPENSES.

5.1 The Residential Unit Owners shall be responsible for payment of eighty (80%) of the cost of common expenses and the Commercial Owner shall be responsible for twenty percent (20%) of the cost of common expenses. Each Residential and Commercial Unit Owner shall pay said Unit Owner's proportionate share of the Common Expenses. Each Unit Owner's proportionate share of such Common Expenses shall be that fraction of the total Common Expenses which is equal to Unit Owner's Percentage of Ownership.

5.2 Payment of the Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof (together with other amounts due from the Unit Owner in accordance with the Act) shall constitute a lien on the Unit of that Unit Owner as provided in the Act; provided, however, that such lien shall be subordinate to other liens as provided in the Act.

5.3 Declarant, as provided in the Act, shall be responsible as a Unit Owner pursuant to this Declaration during such time as Declarant owns any Unit.

6. ASSOCIATION OF UNIT OWNERS.

6.1 The Association (which either has been formed prior to the recording hereof or will be formed prior to the date on which the first Unit is conveyed by the Declarant) shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Property as provided in the Act, this Declaration and the By-Laws.

6.2 The Board of Directors of the Association shall be deemed to be the "Executive Board" for the Unit Owners referred to herein and in the Act.

6.3 The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Unit Owners in accordance with the provisions of this Declaration, the By-Laws, and the Act.

6.4 Each Unit Owner shall be a member of the Association so long as that Unit Owner shall own a Unit, and such membership shall automatically terminate when that Unit Owner ceases to own a Unit. Upon the transfer of the Unit Owner's ownership interest in a Unit, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.

6.5 The aggregate number of votes for all members of the Association shall be One Hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective Percentages of Ownership.

6.6 Subject to the provisions of Section 6.7 of this Declaration, the Declarant, or a person designated by it, may appoint and remove all of the officers and members of the Executive Board of the Association until the earlier of: (a) the date all Units have been sold to third parties; (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or, (c) the date which is the tenth (10<sup>th</sup>) anniversary of the date of the recording of this Declaration.

6.7 As provided in the Act, promptly after conveyance of fifty percent (50%) of the Units to a Unit Owner other than the Declarant, one ( 1) member of the Executive Board shall be appointed by Unit Owners other than the Declarant. Upon conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant, all of the members of the Executive Board shall be appointed by Unit Owners other than the Declarant and the Declarant shall relinquish control of the Owners' Association.

## 7. SEPARATE MORTGAGES.

7.1 Each Unit Owner shall have the right to make a separate mortgage or encumbrance of the Unit Owner's respective Unit together with the Unit Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of the Unit Owner's own Unit and the Unit Owner's respective ownership interest in the Common Elements.

7.2 In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against the Unit Owner's Unit, the Association shall have the right to cure such default (in accordance with the provisions of, and during the time period provided in, such mortgage or deed of trust) by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses. In the event the Association does not elect to cure such default, then the lien holder may proceed to foreclose such lien and sell the property in accordance with the mortgage or deed of trust. Nothing herein contained shall

be construed to require the holder of a mortgage or deed of trust to furnish notice of default under said mortgage or deed of trust to the Association.

7.3 Each holder of a first mortgage or deed of trust on a Unit who comes into possession of the Unit by virtue of foreclosure of such mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder or purchaser comes into possession of the Unit if such holder's mortgage or deed of trust, or the mortgage or deed of trust so foreclosed, was properly recorded prior to the date of the recording of the notice of delinquency with respect to such assessments.

8. SEPARATE REAL ESTATE TAXES.

8.1 The real estate taxes on each Unit are to be separately paid by each Unit Owner as provided in the Act.

8.2 If, for any reason, the real estate tax bills are not separately issued by the applicable authorities, then each Unit Owner shall pay the Unit Owner's individual share of the taxes or assessments, as applicable, as determined by the Association in accordance with each Unit Owner's Percentage of Ownership.

9. UTILITIES.

9.1. Each Unit Owner shall pay for the Unit Owner's own telephone, electricity, gas, cable television, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

10. INSURANCE.

10.1 Commencing not later than the time of conveyance of the first Unit to a Person other than the Declarant, the Association shall maintain, to the extent reasonably available, the insurance required by Section 448.3-113 of the Act and the insurance hereinbelow described. The premiums for such insurance shall be a Common Expense.

10.2 The Association shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Association may deem advisable for the full insurable replacement cost of the Common Elements and the Units and the improvements thereon; provided, however, that such insurance shall provide protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement and against all other perils which are customarily covered with respect to projects similar in construction, location and use as the Property, including all perils normally covered by the standard "all risk" endorsement. If available at reasonable cost, the policies obtained by the Association shall also have "agreed-amount" and "inflation guard" endorsements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Executive Board, as the trustee for each of the Unit Owners, and also as trustee for each such Unit Owner's mortgagee(s), if any, in their respective Percentages of Ownership. Any insurance proceeds so paid to the Executive Board or the Association which are

disbursed for reconstruction of damaged premises shall be disbursed by a title insurance company or other escrow agent selected by the Association (or the Executive Board) pursuant to an agreement between the Association (or the Executive Board) and such agent, providing appropriate mechanic's lien protection. Application of the insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act. In the event of damage or destruction of any Unit or Units, the insurance proceeds shall be used in accordance with the provisions of the Act.

10.3 The Association shall also obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring each Unit Owner and the Association from liability in connection with the Common Elements; and, the premiums for such insurance shall be Common Expenses.

10.4 If any of the insurance described herein is not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners.

10.5 Insurance policies carried pursuant to this Declaration shall provide that:

a. Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

b. The insurer waives its rights to subrogation under the policy against any Unit Owner or members of the Unit Owner's household;

c. No act or omission by any Unit Owner, unless acting within the scope of a Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recover under the policy; and

d. If, at the time of a loss under a policy of insurance provided by the Association, there is other insurance in the name of a Unit Owner covering the same risk covered by the Association's policy, the Association's policy shall be the primary insurance.

10.6 Each Unit Owner shall be responsible for the Unit Owner's own insurance on: (i) the contents of the Unit Owner's own Unit; (ii) the Unit Owner's additions and improvements thereto; (iii) the decorating, furnishings and personal property in said Unit; (iv) the Unit Owner's personal property stored elsewhere on the Property; and, (v) the Unit Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

10.7 In the event of substantial damage to or destruction of any of the Unit improvements, the Unit Owner of such Unit shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to such Unit; and, in the event of substantial damage to or destruction of any part of the Common Elements, the Association shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to any Unit.

## 11. MAINTENANCE. REPAIRS AND REPLACEMENTS.

11.1 Each Unit Owner shall furnish and be responsible for, at the Unit Owner's own expense, all of the interior and exterior (except as provided in Section 11.5 below) maintenance, repairs and replacements of improvements to such Unit Owner's Unit including, without limitation, the interior of the ceilings, floors, and perimeter walls and both sides of all interior walls.

11.2 Maintenance, repairs and replacements of the lateral sewer lines from the buildings to the main trunk sewer shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacement of the interior waste plumbing system of each Unit shall be at the expense of each respective Unit Owner.

11.3 Maintenance, repairs and replacement of the furnaces, air conditioners, hot water heaters, bathroom and kitchen plumbing fixtures, refrigerators, microwave ovens, ranges, clothes washers and dryers, and other appliance and lighting fixtures and other electrical appliances of any Unit shall be at the expense of each respective Unit Owner.

11.4 Maintenance, repairs and replacements of the Common Elements and Limited Common Elements (except as otherwise provided in this Declaration) shall be furnished by the Association as part of the Common Expenses.

11.5 The Association shall be responsible for: (i) lawn cutting and landscaping maintenance (excluding maintenance of landscaping not provided by Declarant or the Association but installed by a Unit Owner, which shall be the responsibility of such individual Unit Owner); (ii) maintenance of the building's roofs and gutters; (iii) maintenance of the driveways and walkways to the building; and (iv) snow removal from the Common Elements. Accommodating for normal wear and tear, all maintenance will be done on a periodic basis. Each Unit Owner shall keep their Deck in adequate repair and clean and free of debris.

11.6 Maintenance, repairs and replacement of the fences, retaining walls (if any) and landscaping installed by Declarant or the Association shall be a Common Expense.

11.7 The authorized representatives of the Association, the Executive Board, or of the manager or managing agent for the Property, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or the Units, or other equipment, facilities or fixtures affecting or serving the Units or the Common Elements.

11.8 The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel as Common Expenses, except that the Association will not be responsible for repairing or maintaining glass in the windows or doors of the Units.

11.9 If, due to a household pet or the negligent act or omission of a Unit Owner, a member of a Unit Owner's family, or a guest or other authorized occupant or visitor of such Unit Owner, damages shall be caused to the Common Elements or to a Unit or improvements owned by others, or maintenance, repairs or replacements shall be required which

would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association.

11.1 Maintenance, repairs and replacements to the Common Elements, the Units, or the improvements thereon, shall be subject to the rules and regulations of the Association.

11.11 To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association.

## 12. DECORATING.

12.1 Each Unit Owner shall furnish and be responsible for, at the Unit Owner's own expense, all of the interior decorating within the Unit Owner's own Unit and improvements thereto from time to time, including painting, wall papering, washing, cleaning, paneling, floor coverings, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

## 13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

13.1 A Unit Owner may make any improvements or alterations to his respective Unit or the improvements thereon that do not impair the structural integrity, mechanical or utility systems, or lessen the support of any portion of the building.

13.2 A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of the Building or any other portion of the Condominium without the permission of the Association.

## 14. REMEDIES.

14.1 In the event of a default by a Unit Owner under the provisions of the Act, Declaration, By-Laws, Articles of Incorporation, or rules and regulations of the Association, the Association and the Executive Board shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Articles of Incorporation, or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or for injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

14.2 All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum or such rate as may be established by the Association from time to time (in either event not to exceed the maximum legally permissible rate per annum), until paid, shall be

charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of the Unit Owner's respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of the Unit Owner's respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of the Unit Owner's additions and improvements thereto and upon all of the Unit Owner's personal property in the Unit or located elsewhere on the Property.

14.3 In the event of any such default by any Unit Owner, the Association shall have the authority to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

14.4 Nothing herein contained shall diminish any right in law any Unit Owner may have to enforce compliance with the provisions of the Act, Declaration, By-Laws, Articles of Incorporation, or the rules and regulations of the Association.

15. AMENDMENT OF DECLARATION.

15.1 This Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent (given in accordance with the By-Laws) adopted or given by all of the Unit Owners.

15.2 All amendments to this Declaration shall be prepared, executed, and certified on behalf of the Association by any officer or officers of the Association designated for that purpose in the amendment, or in the absence of designation, by the President of the Association. All such amendments shall be recorded in accordance with and as required by the Act.

15.3 Notwithstanding the foregoing provisions of this Section 15, the Declaration may be amended without the vote and approval specified and required in Section 15.1. hereof as follows:

- a. To relocate the boundaries between adjoining Units in accordance with Section 448.2-112 of the Act; and
- b. To subdivide a Unit into two (2) or more Units in accordance with Section 448.2-113 of the Act.

16. A LIST OF ALL IMPROVEMENTS CONTEMPLATED IN THE CONDOMINIUM.

The Declarant is not obligated to construct any additional Units other than those shown on the Plat.

17. NOTICES.

17.1 Any notice, demand, request, consent, approval, or other communication provided for in the Act, Declaration, or By-Laws, or desired to be given, shall be in writing and shall be addressed, as the case may be, to:

The Association: 7755 Town Center Condominium  
Association, Inc.  
c/o Balaji Seethapathi  
2508 Viola Gill Lane  
Wildwood, MO 63040

The Declarant: 24Condostl LLC  
c/o Balaji Seethapathi  
2508 Viola Gill Lane  
Wildwood, MO 63040

Any Unit Owner: At the address of the Unit, or at such other address as is hereinafter provided.

17.2 Each of the Association and Declarant may designate a different address or addresses for notices to it by giving written notice of such change of address to the other of the two of them and to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to that Unit Owner by giving written notice of his change of address to the Association and the Declarant.

17.3 Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

#### 18. SEVERABILITY.

If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

#### 19. RIGHTS AND OBLIGATIONS.

19.1 The rights and obligations of the respective Unit Owners under this Declaration shall be deemed to be covenants running with the land so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners, their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration.

19.2 Each Unit Owner, by acceptance of a deed to any Unit from the Declarant or any other Unit Owner, shall be deemed to have accepted and agreed to be bound by and subject to each and all of the provisions of the Act, this Declaration, and the By-Laws.

20. UTILIZATION OF UNITS AND COMMON ELEMENTS.

20.1 The Declarant may maintain a model or display unit in any Unit until all of its Units are sold.

20.2 The Declarant may maintain signs on the Common Elements advertising the Condominium until all of its Units are sold.

21. EASEMENTS.

21.1 The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, which easement is hereby created for the use of the Unit Owners and for the use of their immediate families, guests, invitees or licensees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of such easements.

21.2 All of the Property shall be subject to duly recorded easements in existence and easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements, or caused by minor inaccuracies in building or rebuilding such improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

22. TERMINATION.

The Condominium may be terminated in the manner provided in the Act.

23. EMINENT DOMAIN.

23.1 If all or any part of the Property is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Association and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give notice of the existence of such proceeding to all Unit Owners and to each Eligible Mortgagee. The expense of participation in such proceeding by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Association, in its discretion, deems necessary or advisable to aid or advise in its matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, acting as trustee, and such damages or awards shall be applied or paid as provided in this Section 23.

23.2 In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Association shall have the sole authority to determine whether to defend any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Unit Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each

Unit Owner in proportion to said Unit Owner's Percentage of Ownership in the Common Elements. The Association may, if it deems advisable, call a meeting of the Association, at which meeting the Unit Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged.

23.3 If any one or more Units are taken, (i) all damages and awards shall be paid by the Association to the accounts of the Unit Owners thereof and, if more than one Unit is so taken, such payment shall be in proportion to the Unit Owner's Percentage of Ownership in the Common Elements, and (ii) the Unit Owners thereof shall automatically cease to be members of the Association, and their ownership interests in the Common Elements shall terminate and vest in the Owners of the remaining Units. In the event of a partial taking resulting in the taking of a portion of a Unit, the Unit Owners thereof shall remain members of the Association and their Percentage of Ownership shall be reduced in proportion to the reduction in the size of the Unit. After any partial taking, subject to the provisions of the Act, the Association shall reallocate the ownership, voting rights, and Percentages of Ownership determined in accordance with this Declaration and the Act, according to the same principles employed in this Declaration at its inception and as required under the Act. The Board of Directors shall amend this Declaration accordingly.

23.4 Any damages or awards provided in this Section 23 to be paid to or for the account of any Unit Owner by the Association, acting as trustee, subject to the provisions of any mortgage or deed of trust affecting such Unit Owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages or deeds of trust affecting such Unit; thirdly, the payment of any unpaid Common Expense assessments charged to or made against the Unit; and last, to the Unit Owner of such Unit.

#### 24. ATTACHMENTS.

The following are attached hereto and incorporated herein by this reference:

Exhibit A: Description of the Property

Exhibit B: Condominium Plat

Exhibit C: Percentages of Ownership

(THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

24Condostl LLC

\_\_\_\_\_  
Balaji Seethapathi, Member

STATE OF MISSOURI            )  
  ) SS.  
\_\_\_\_\_ OF                        )

On this            day of                        , 202, before me appeared Balaji Seethapathi, a duly authorized member of 24Condostl LLC, to me personally known, who, being by me duly sworn, did say that the foregoing instrument was duly and properly executed by him on behalf of said LLC as the free act and deed of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My Term Expires: \_\_\_\_\_

EXHIBIT A  
To Declaration of Condominium Ownership

Adjusted Lot A of Town Center Condos Boundary Adjustment Plat, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Document Number 2022R-055715 of the St. Charles County Records,

Also known as:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46 NORTH, RANGE 2 EAST, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK NO. 10 OF KIMBERLY ACRES, PLAT BOOK 10. PAGE 10 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF THE PARCEL DESCRIBED IN DEED BOOK 2324, PAGE 243. NORTH 89 DEGREES 07 MINUTES 26 SECONDS WEST, 284.28 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, SOUTH 00 DEGREES 31 MINUTES 34 SECONDS WEST, 175.74 FEET TO A POINT; THENCE NORTH 89 DEGREES 08 MINUTES 26 SECONDS WEST, 571.34 FEET TO A POINT; THENCE NORTH 00 DEGREES 31 MINUTES 32 SECONDS EAST, 175.58 FEET TO A POINT; THENCE SOUTH 89 DEGREES 07 MINUTES 26 SECONDS EAST, 571.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.30 ACRES (100,359 SQUARE FEET) MORE OR LESS.

And

A tract of land in the Southeast Quarter of Section 2, Township 46 North, Range 2 East, lying North of the centerline of Boonslick Road, a public road, described as follows:

Beginning in the South line of Section 2, Township 46 North, Range 2 East, in the center line of Boonslick Road, at a point distant Westwardly (North 89 degrees 46 West) 1090.6 feet from the Southeast corner of said Section 2; thence North 0 degrees 17' East 361 feet with the West line of a tract of 134 acres more or less, conveyed by John L. Dickherbar to Louis R. Dickharber and Olga Mae Dickherber, husband and wife, by deed dated June 6, 1954, recorded in Book 270 page 502, St. Charles County Recorder's Office, to an iron pipe in South line (fenced) of the 5.23 acre tract of George L. Dickherber and Salome C. Dickharber, husband and wife, to them conveyed to Agatha Steinmann by deed dated October 12, 1926, recorded in Book 153 page 363, said Recorder's Office: thence Westwardly (North 89 degrees 21' West) with the South line (fenced) of George and Salome Dickherber 5.23 acre tract 631.32 feet to the Southwest corner of said 5.23 acre tract; thence Southwardly with the East line of land of Merz 381 feet, more or less, to the South line of said Section 2, a point in the center of said Boonslick Road; thence with said South line of said Section 2 and the centerline of said Boonslick Road Eastwardly 631.32 feet to the place of beginning. EXCEPTING THEREFROM that part conveyed to St. Charles

County, Missouri by Instrument recorded In Book 2622 page 98 of the St. Charles County Records.

Known and numbered as: +/- 2.3 acres of 7756 Town Square Avenue and all of 7773 Highway N, O'Fallon, MO 63388

Tax IDs: 40033-8002-00-0027.0000000 and 4-0033-S002-00-0028,0000000

EXIDBIT B  
TO DECLARATION OF CONDOMINIUM OWNERSHIP

CONDOMINIUM PLAT

{The Condominium Plat has been separately recorded in the Plat Books of the Office of the Recorder of Deeds of the County of St. Charles, Missouri, in Plat Book\_\_\_\_\_Page  
.}

EXHIBIT C  
TO DECLARATION OF CONDOMINIUM OWNERSHIP  
Percentage Ownership of Units

Unit Number	Percentage of Ownership
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# PLANNING & ZONING MINUTES

April 10, 2024

The City of Dardenne Prairie Planning & Zoning Commission meeting was called to order at 7:03 p.m. The meeting was held at the Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

Present at roll call were Alderman Wandling, Chairman Etzkorn, Commissioners Bailey, Detweiler, Fry, Musler, Northcutt, Ogle, Stankovich, and Wooldridge. Also present were City Planning & Development Manager Todd Streiler, City Attorney John Young, and City Attorney Drew Weber. Pam Pollard's absence was approved.

**PUBLIC COMMENT** – No one present to speak.

**NEW BUSINESS**– No new business

A motion to approve the agenda was made by Commissioner Stankovich and seconded by Commissioner Northcutt. Motion passed unanimously.

## APPROVAL OF MINUTES

1. Approval of 03-13-24 Minutes
2. Approval of 03-13-24 Work Session Minutes

A motion was made by Commissioner Wooldridge, seconded by Commissioner Ogle to approve the 03-13-24 Work Session & Regular Meeting Minutes. Motion passed unanimously.

**COMMISSION COMMUNICATIONS** – Dave Wandling announced that tonight is his last meeting and Chairman Etzhorn announced that Commissioner Detweiler was elected to the Board of Aldermen.

## CLOSED SESSION

A motion was made by Commissioner Wooldridge, Seconded by Commissioner Detweiler to move to Closed Session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications. Roll call was as follows:

Chairman Etzkorn – Aye  
Commissioner Bailey – Aye  
Commissioner Detweiler – Aye  
Commissioner Fry – Aye  
Commissioner Musler – Aye  
Commissioner Northcutt – Aye  
Commissioner Ogle – Aye  
Commissioner Stankovich– Aye  
Commissioner Wooldridge – Aye

## RETURN FROM CLOSED SESSION

## **ADJOURNMENT**

A motion was made by Commissioner Stankovich, seconded by Commissioner Detweiler to adjourn the meeting at 8:44 p.m. Motion passed unanimously.

Respectfully submitted,

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Todd Streiler, Planning & Development Manager

**CLOSED SESSION**

The City of Dardenne Prairie Planning & Zoning Commission Closed Session was called to order at 7:11 p.m. The meeting was held at the Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

Present at roll call were Alderman Wandling, Chairman Etkorn, Commissioners Bailey, Detweiler, Fry, Musler, Northcutt, Ogle, Stankovich, and Wooldridge. Also present were City Planning & Development Manager Todd Streiler, City Attorney John Young, and City Attorney Drew Weber. Pam Pollard’s absence was approved.

**ITEMS FOR DISCUSSION**

- **P&Z Training-** Led by John Young, City Attorney & Drew Weber, City Attorney

**RETURN TO REGULAR MEETING AGENDA**

A motion was made by Commissioner Wooldridge, Seconded by Commissioner Ogle to move to Open Session and return to the regular meeting agenda. Roll call was as follows:

Chairman Etkorn – Aye  
Commissioner Bailey – Aye  
Commissioner Detweiler – Aye  
Commissioner Fry – Aye  
Commissioner Musler – Aye  
Commissioner Northcutt – Aye  
Commissioner Ogle – Aye  
Commissioner Stankovich– Aye  
Commissioner Wooldridge – Aye

**ADJOURNMENT**

A motion was made by Commissioner Etkorn, seconded by Commissioner Wooldridge to adjourn the meeting to return to open session at 8:41 p.m. The motion passed unanimously.

Respectfully submitted,

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Todd Streiler, Planning & Development Manager