



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 9, 2026
7:00 PM**

ZOOM MEETING INFORMATION

Members of the public may access live audio and/or video by accessing the following:

<https://us02web.zoom.us/j/84554938244>

phone: 1 312 626 6799

Webinar ID: 845 5493 8244

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC An opportunity for members of the public to address the City Council regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. - 7:00 p.m. - Work Session

7:00 p.m. - Regular Meeting of the City Council

CONSENT AGENDA

- 1. Approval of January 26, 2026, Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 01-22-26 to 02-05-26

UNFINISHED BUSINESS

- 2. Bill No. 6207 — An Ordinance adopting a new code section prohibiting entertainment devices offering monetary prizes. Final Reading and Passage.**

Summary: The proposed ordinance prohibits the so-called "gray" gambling devices. It is based on a Springfield, Missouri, ordinance which was upheld in a



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court challenge. The effective date is 30 days to allow for voluntary removal of the machines.

- 3. Bill No. 6208 — An Ordinance approving an Amendment to the Site Concept Plan and Development Regulations, and approving a Site Development Plan for Lot 16 within the Olia Village Planned Mixed-Use District located at 10300 Olive Boulevard. Final Reading and Passage.**
Summary: George M. Stock, PE, of Stock & Associates Consulting Engineers, on behalf of Grand Communities, LLC, submitted a Site Development Plan and Preliminary Subdivision Plat for Lot 16 within the Olia Village Planned Mixed-Use Zoning District at 10300 Olive Boulevard to construct 67 attached single-family townhomes on the 11.16-acre site, to be known as The Vale at Olia Village. The application also includes amendments to the Olia Village Site Concept Plan and Development Regulations. The Planning and Zoning Commission recommended approval at its January 20 meeting.

NEW BUSINESS

- 4. Bill No. 6209 — An Ordinance authorizing the Police Chief to execute a Memorandum of Understanding to allow the Creve Coeur Police Department to continue participation in the Gateway Regional Criminal Interdiction Task Force. First Reading.**
Summary: A county-wide criminal interdiction task force was established in St. Charles County a few years ago. This collaboration was an organized effort to boost patrol officers on one evening each month, to focus on crime hotspots within St. Charles County. This effort resulted in tremendous success. In 2025, the effort expanded to include St. Louis County PD and various municipal departments, including Creve Coeur.
- 5. Resolution No. 1854— A Resolution authorizing the City of Creve Coeur to enter into an amended agreement with St. Louis County for the housing of municipal inmates.**
Summary: In 2004, the City entered into an agreement with St. Louis County for the housing of inmates. The cost to the City, per the 2004 agreement, was thirty dollars (\$30) per each twenty-four period. Additional charges applied if it was determined the inmate required infirmary care. The amendment to the original agreement increases the cost to seventy-five (\$75) per twenty-four period. The point of contact information will also be updated in the amended agreement.



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BUSINESS FROM MAYOR AND CITY COUNCIL

6. *Council Liaison Reports*

BUSINESS FROM CITY ADMINISTRATOR

7. Planning and Zoning Update

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, January 26, 2026, at 7:02 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
Council Member, Ward 4 Scott Saunders

Staff Present: Interim City Administrator Sharon Stott, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Interim Assistant Director of Public Works Dione Garson (via Zoom), Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.



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ANNOUNCEMENTS

*The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council*

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

- 1. Approval of January 12, 2026, Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 1-07-26 to 1-21-26

UNFINISHED BUSINESS

- 2. Bill No. 6205 — An Ordinance authorizing the issuance of a new conditional use permit for a 2,730 square-foot limited-service restaurant, Dewey's Pizza, located at 736 North New Ballas Road within Creve Coeur Plaza. Final Reading and Passage.**

City Clerk read Bill No. 6205 for the final time.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6205 becomes Ordinance No. 5977.



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- 3. Bill No. 6206 — An Ordinance authorizing the issuance of a new conditional use permit for a 2,453 square-foot limited-service restaurant, Einstein Bros Bagels, located at 12505 Olive Boulevard within Heritage Place Shopping Center. Final Reading and Passage.**

City Clerk read Bill No. 6206 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6206 becomes Ordinance No. 5978.

NEW BUSINESS

- 4. Bill No. 6207 — An Ordinance adopting a new code section prohibiting entertainment devices offering monetary prizes. Final Reading and Passage.**

City Clerk read Bill No. 6207 for the first time.

City Attorney Carl Lumley provided an overview of the proposed new code section, noting that courts have determined the devices constitute gambling devices, though no state legislation has been enacted. He explained that the proposed ordinance is modeled after a recently adopted Springfield ordinance that withstood legal challenge, and that a similar ordinance in Kirkwood has received its first reading. Mr. Lumley added that the City would amend the ordinance as necessary once state legislation is adopted.

In response to a question from Council Member Newman, Chief of Police Jeffrey Hartman stated that there are two known businesses within the City operating these devices.

Mr. Lumley added that the ordinance includes a delayed effective date to allow businesses the opportunity to voluntarily remove the devices without being in violation.

- 5. Bill No. 6208 — An Ordinance approving an Amendment to the Site Concept Plan and Development Regulations, and approving a Site Development Plan for Lot 16 within the Olia Village Planned Mixed-Use District located at 10300 Olive Boulevard. First Reading.**



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City Clerk read Bill No. 6208 for the first time.

Director of Community Development Jason Jaggi explained that the proposed ordinance includes approval of a site development plan for Lot 16. He noted that the request also includes an amendment to the Olia Village Site Concept Plan to incorporate the proposed layout for Lot 16, including new streets and sidewalk connections, as well as an amendment to the adopted Olia Village development standards to allow modified street geometry related to the secondary access point for Lot 16.

George Stock of Stock & Associates Consulting Engineers, Inc. provided a presentation (see Exhibit A) outlining the proposed Meridian and Logan townhome units and requested amendments, including revisions to the street plan, pedestrian mobility plan, and landscaping.

Council Member Spence expressed concerns regarding the reduced street widths and asked whether the fire district had reviewed the plans to ensure adequate emergency access. Mr. Stock confirmed that the Creve Coeur Fire District had reviewed and approved the plans. In response to a follow-up question, Mr. Stock also confirmed that the retaining walls will include protective handrails with vertical slats. In response to an additional question from Council Member Spence, Mr. Jaggi clarified that internal streets and sidewalks will be private and maintained by the homeowner's association, while streets outside the townhome development identified as public will be maintained by the City, excluding sidewalks.

6. Resolution No. 1853 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing execution of an amendment to the Task Order Agreement under the Master Services Agreement between the City of Creve Coeur, Missouri and PGAV Planners.

City Clerk read Resolution No. 1853.

Director of Community Development Jason Jaggi provided an overview of the proposed change order, which includes costs associated with additional meetings between PGAV Planners, the Planning and Zoning Commission, and the City Council. He clarified that the original task order with PGAV for the Bayer East Campus Comprehensive Plan was approved in March 2025, not 2026 as stated on the agenda. He explained that the additional meetings would include presentation of the initial draft in a Planning and Zoning work session, a potential follow-up work session if needed, presentation of the incentives policy guide to City Council, and a potential follow-up City Council meeting.



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Council Member Spence suggested increasing the number of joint work sessions with the Planning and Zoning Commission so that all materials could be presented simultaneously and communicated consistently. Mr. Jaggi responded that the City typically holds a joint work session annually to discuss and prioritize planning and zoning projects, and noted that as staff liaison, he communicates information between the two bodies. He stated that additional joint work sessions could be beneficial.

Council Member Berry agreed with Council Member Spence and asked whether additional joint work sessions would be more cost-effective. Mr. Jaggi noted the benefits of collaboration, identified the Planning Department's limited staff consisting of himself and City Planner Bethany Moore, and explained that the Planning and Zoning Commission generally serves as a recommending body, with final approval authority resting with the City Council.

Mayor Hoffman emphasized that the City Council and the Planning and Zoning Commission are separate entities with different roles and structures.

Mr. Jaggi added that, pursuant to state statute, the Comprehensive Plan is the responsibility of the Planning and Zoning Commission, which oversees long-range planning for the City and is responsible for adopting, maintaining, and amending the plan as needed. He stated that a work session with the Planning and Zoning Commission will be held on Monday, February 2, 2026, to review the draft plan, after which the draft will be made available for public review and comment and shared concurrently with the City Council.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

BUSINESS FROM MAYOR AND CITY COUNCIL

7. Council Liaison Reports

Council Member Newman, on behalf of the Parks and Historic Preservation Committee, announced that the Venable Park Dedication will be held on Saturday, May 16, 2026, and the Heart-to-Heart Run will take place on Saturday, June 6, 2026.



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Council Member Greer reported that the Economic Development Committee recently met but did not have a quorum. She stated that those present discussed the upcoming Creve Coeur Business Awards, for which nominations are currently being accepted. Award categories include Heart of the Community, Most Innovative Business, Green Business Award, and Favorite Restaurant Award. She noted that nominations are due by March 6, 2026. Mayor Hoffman added that the Favorite Restaurant Award will be determined by a public vote.

BUSINESS FROM CITY ADMINISTRATOR

8. Second Quarter Financial Report as of December 31, 2025

Director of Finance Lori Obermoeller presented the second-quarter FY2026 financial analysis and reported that the City remains in a strong financial position at mid-year. She stated that all funds are performing at or above target. She noted that property tax revenues are down compared to last year due to timing issues related to St. Louis County's implementation of a new software system, which has resulted in delayed payments. Sales tax revenues are higher than last year, and General Fund departmental expenditures remain within budget. While the FY2026 General Fund budget anticipated a deficit, the current deficit is less than projected.

Ms. Obermoeller reported that Enterprise Fund revenues and expenditures are both up 14 percent over last year, with a current surplus exceeding expectation. She added that Capital Funds, including Parks and Stormwater and Public Safety Funds, are exceeding budgeted expectations, noting that much of the revenue is likely attributable to large projects that have not yet occurred and that related expenditures are forthcoming.

In response to a question from Mayor Hoffman, Ms. Obermoeller stated that St. Louis County continues to experience payment delays of approximately two weeks.

In response to a question from Council Member Manlin, Ms. Obermoeller stated that Use Tax revenue collection will begin on April 1, though the City will likely not receive the funds until July.

ADJOURNMENT



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MOVER: Manlin

SECONDER: Saunders

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

The meeting adjourned at 7:37 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

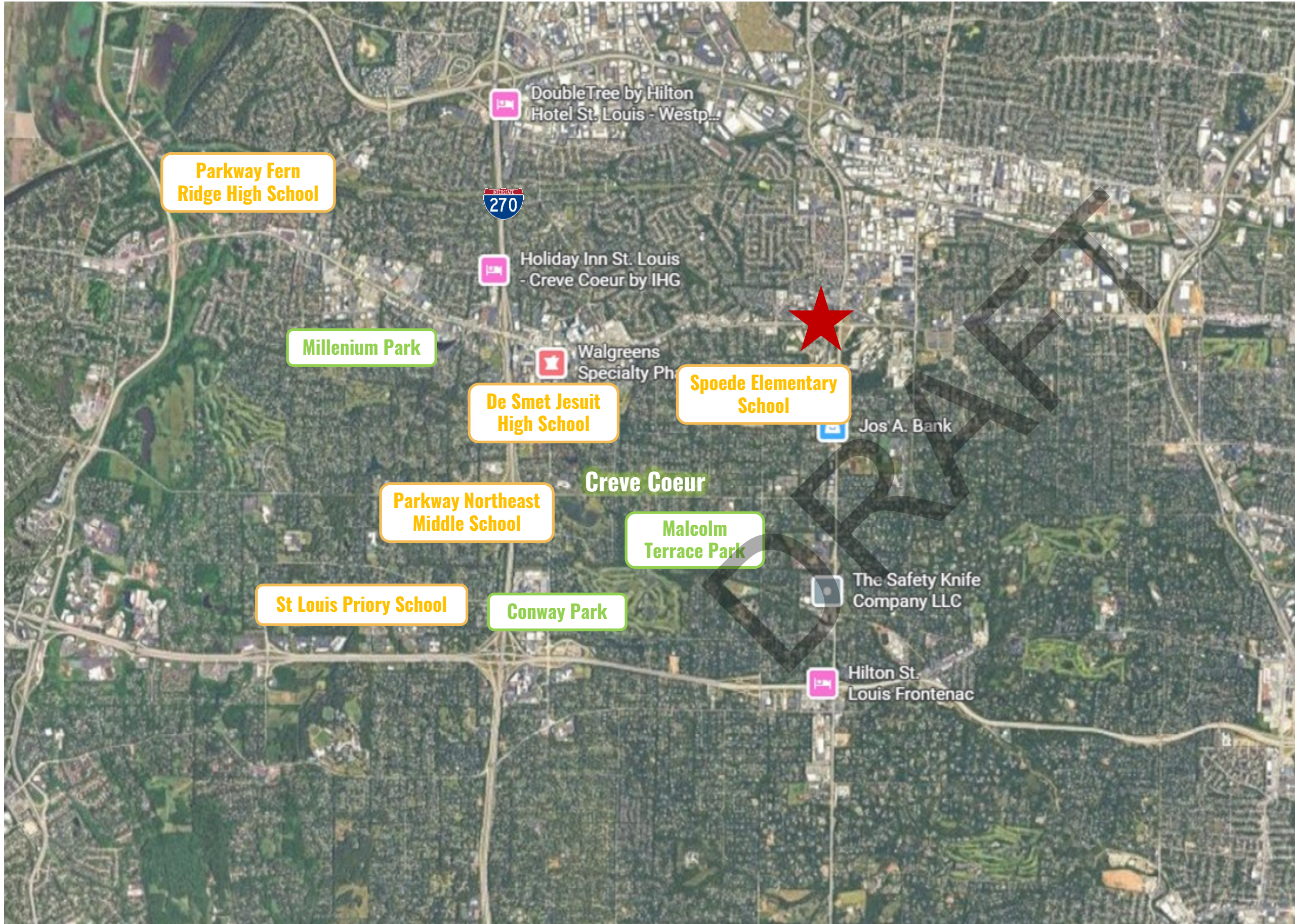
City of Creve Coeur, City Council Meeting

The Vale at Olia Village

January 26th, 2026

PROJECT REQUEST

- Respectfully request the approval of a Site Development and Preliminary Plat for a 67 lot Townhome Community, The Vale, on Lot 16 of Olia Village.
- Request the approval of Amendments to Olia Village Site Concept Plan and Development Regulations.



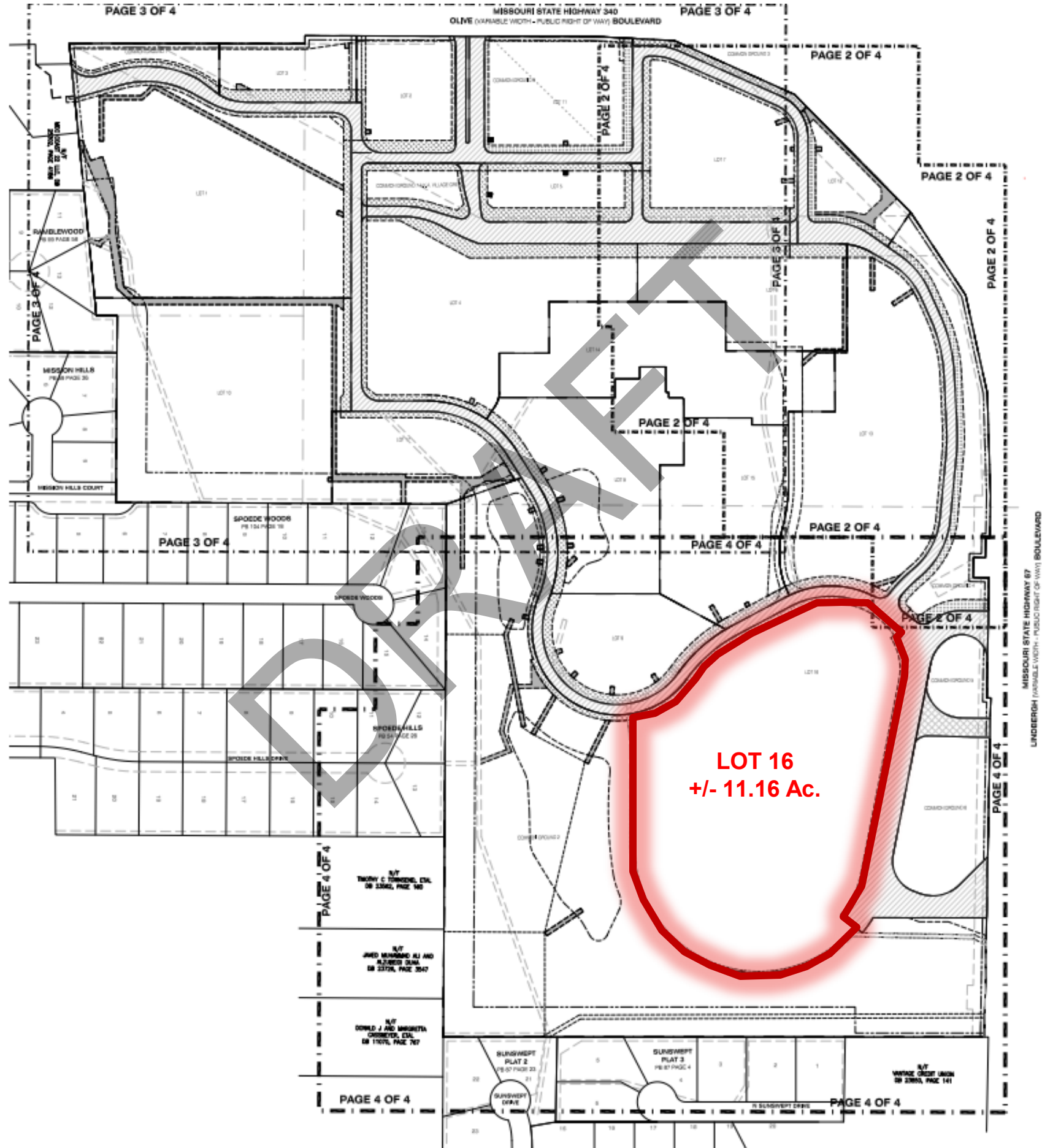
Area Context

15-mile drive to Downtown
St. Louis.

Nearby highway access to
both I-270 & I-170.

7-mile drive to St. Louis
Lambert International
Airport.

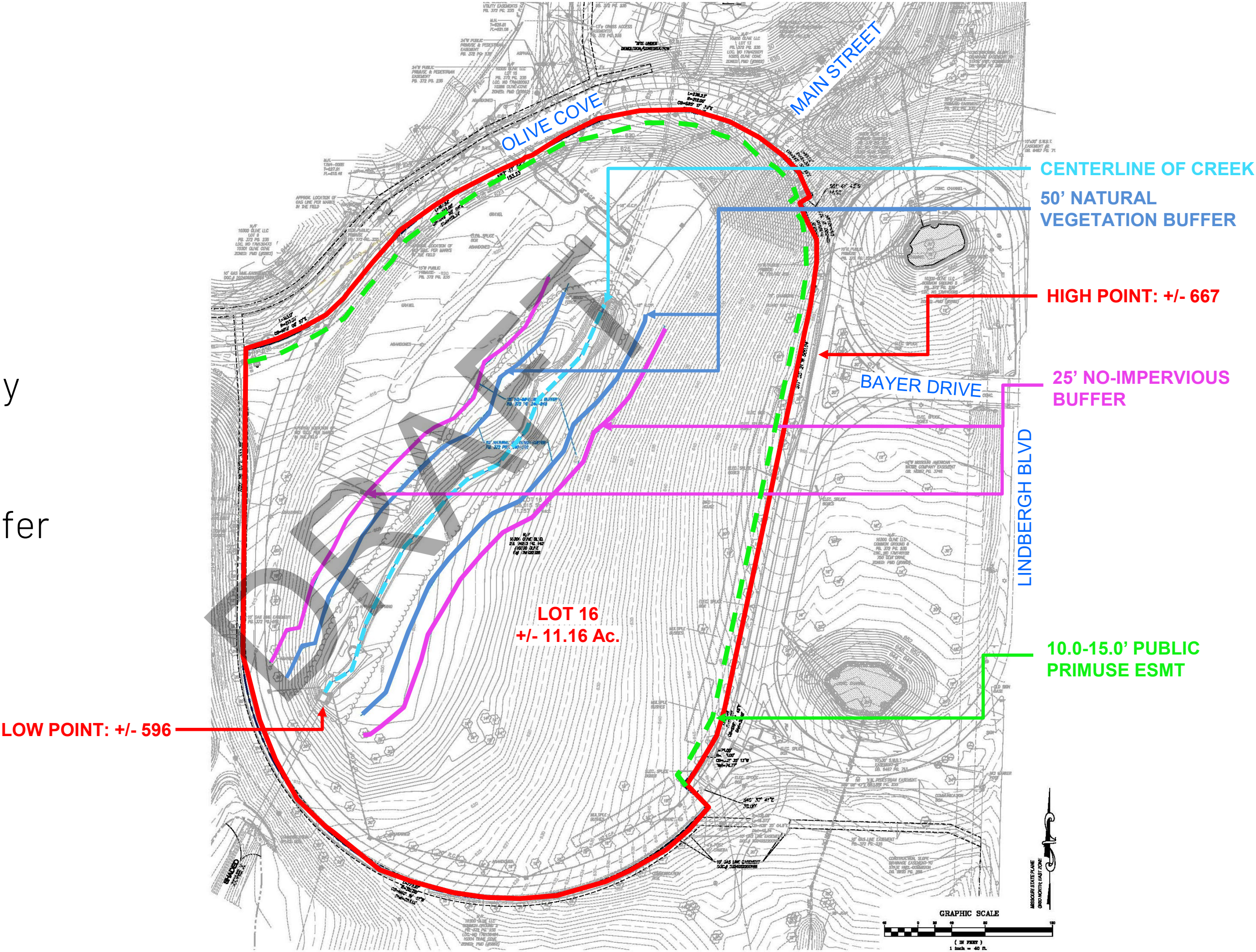
Olia Village Overall Plan



ALTA SURVEY

Notable topography

Required stream buffer



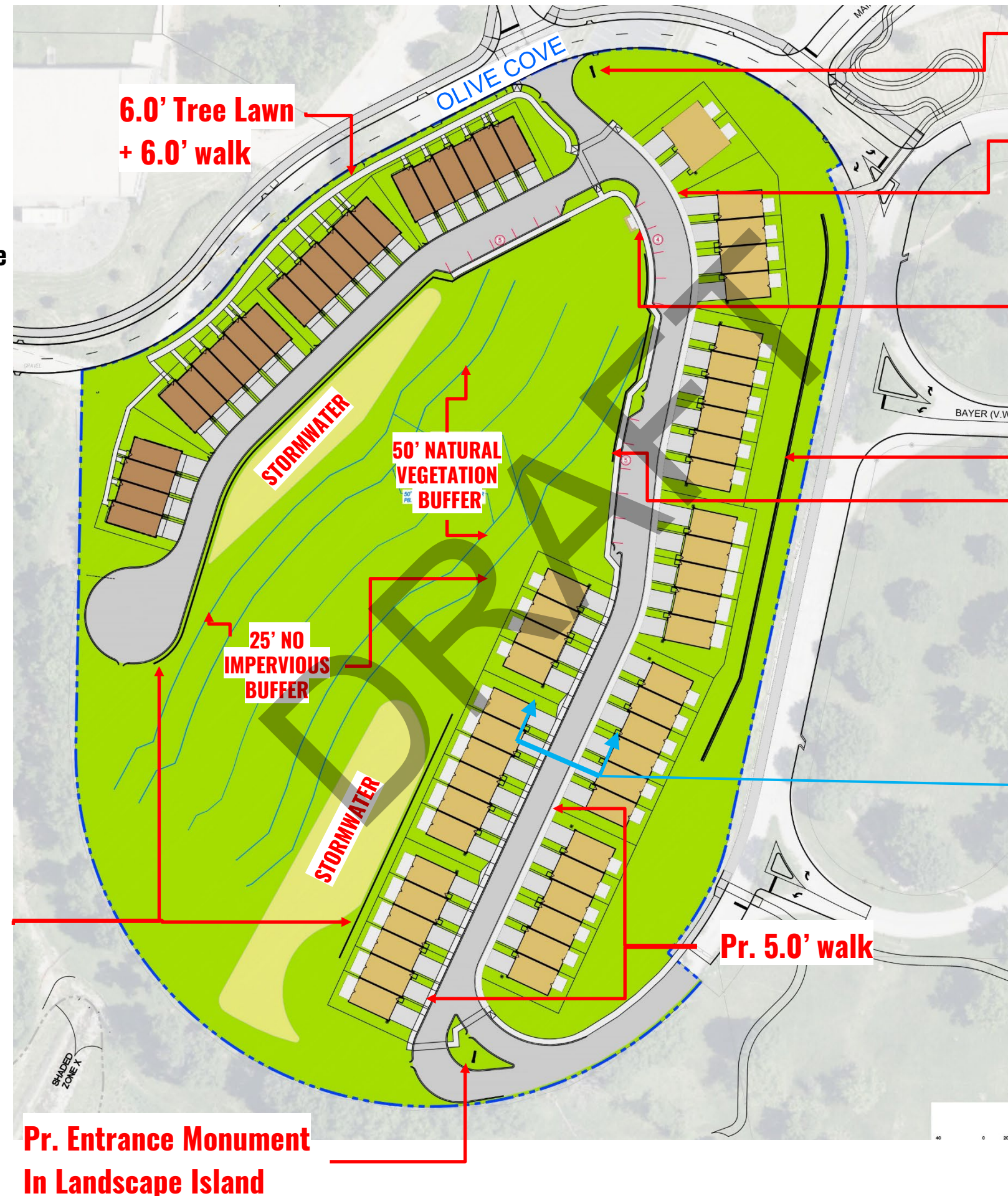
Community Rendering



Site Development Plan

The Vale = 67 Lots

- 22 “**Meridian**”, Front door faces Olive Cove, Garage served by internal street
- 45 “**Logan**” – “Reverse Walkout” with garage & front door facing the internal street.
- Every townhome has a 2-car garage, + 2 spaces on the driveway.
- 14 Visitor parallel parking spaces
- Proposed Streets are Private & 24.0’ wide
- Townhomes can be equipped with an elevator
- HOA will cover landscaping, yard, & snow pushing.
- Trash Service will be individual cans, Cans will be stored in garage on non-service days.
- Two (2) stormwater management basins to provide Water Quality & Channel Protection volumes.
- 4 Retaining Walls – Not Exceeding 10.0’ in height.



Pr. Entrance Monument

Pr. 5.0' walk

Pr. Mail Kiosk

Pr. Retaining Wall

Pr. Typical Street Section (next slide)

Pr. 5.0' walk

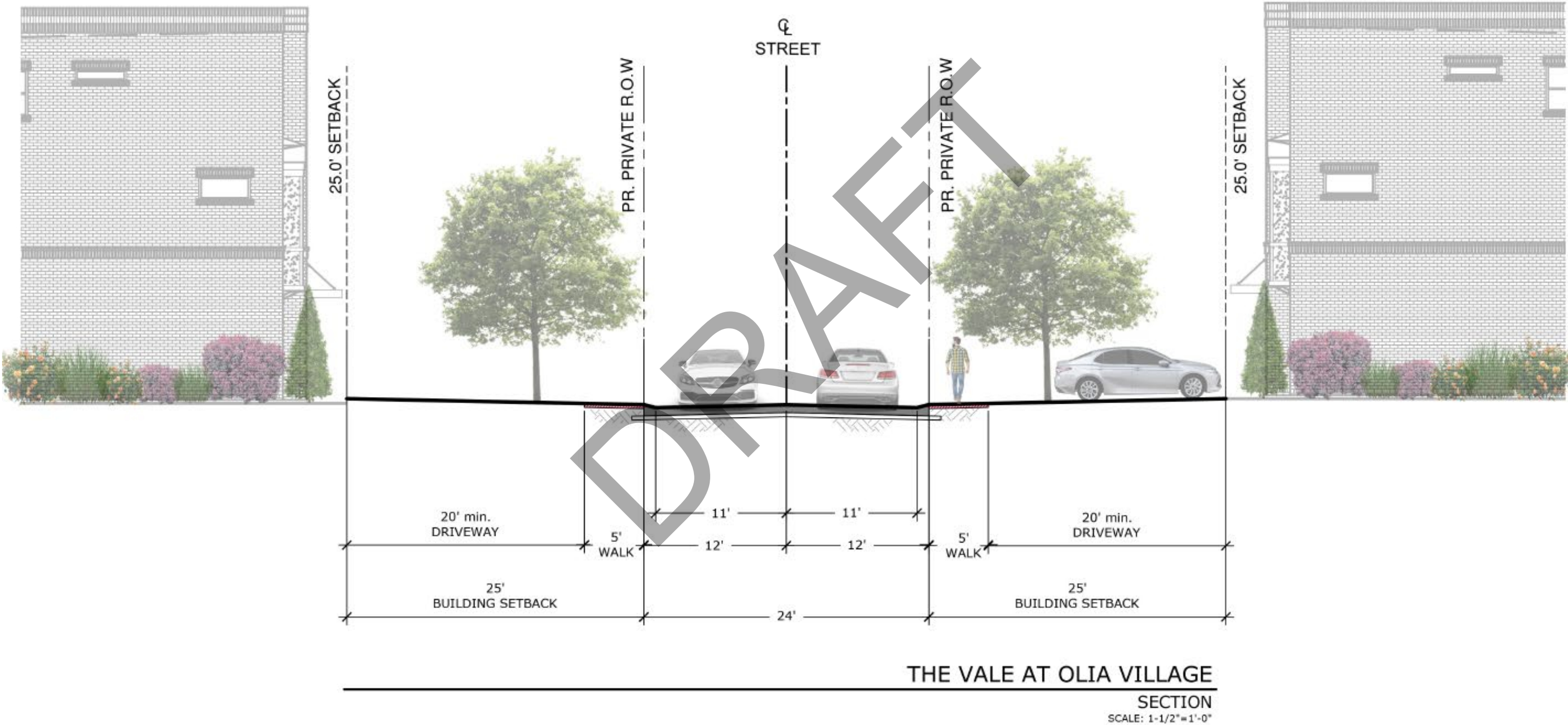
Pr. Retaining Wall

Pr. Entrance Monument
In Landscape Island

Homesite Breakdown:

- 45 Logan – East side of site
- 22 Meridian – NW side of site

Street Section



High Impact

High Impact Elevation:

- Full masonry return along entire side of the buildings depicted in “red”



Pedestrian Connections

Pr. Sidewalks for Lot 16

Approved Olia Village Sidewalks



W900 30x36



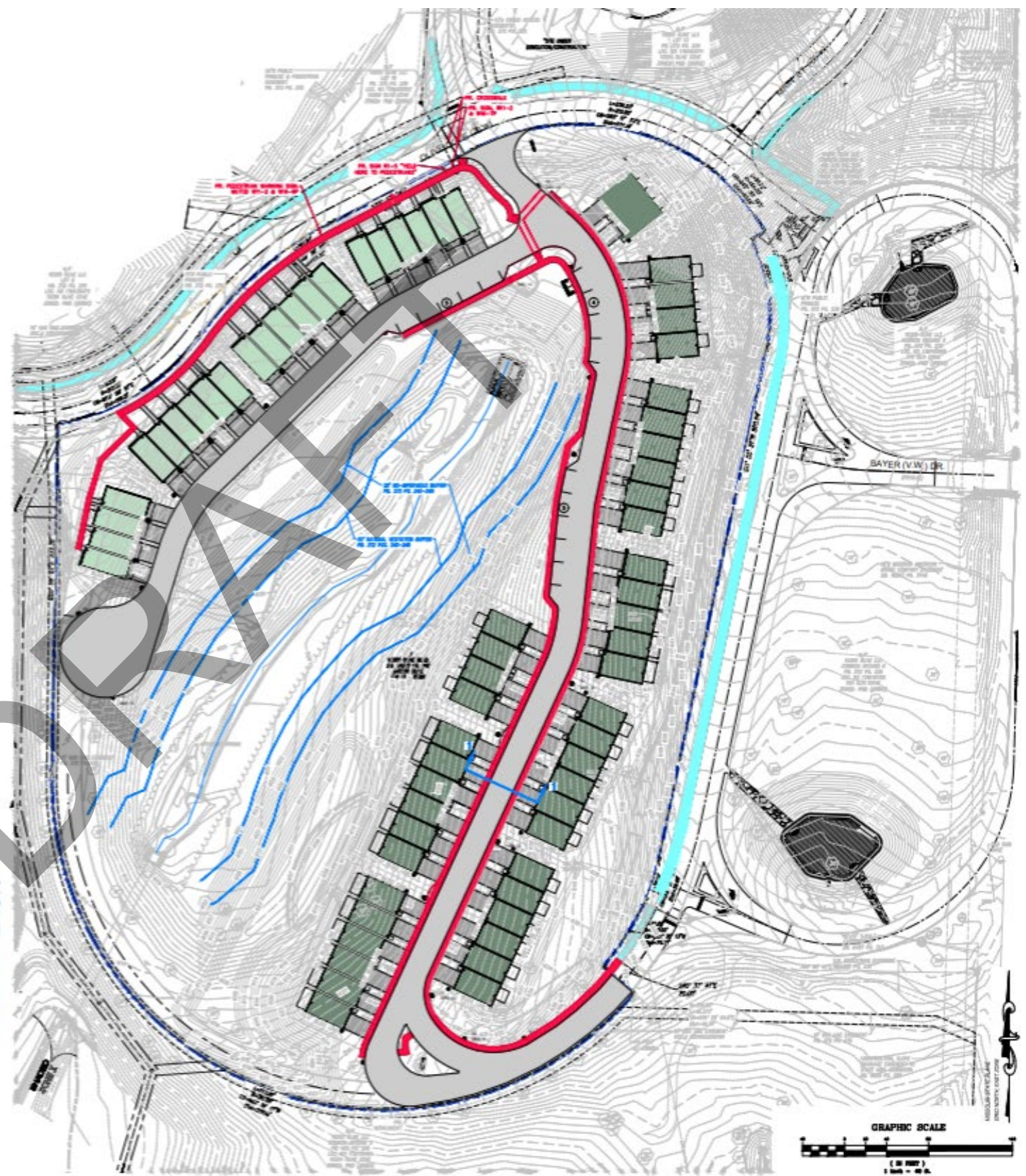
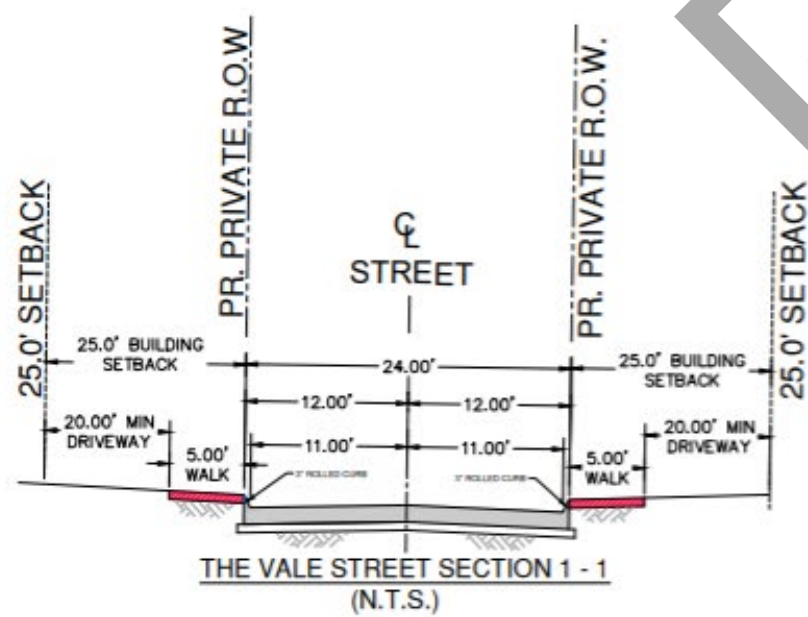
W900 30x36



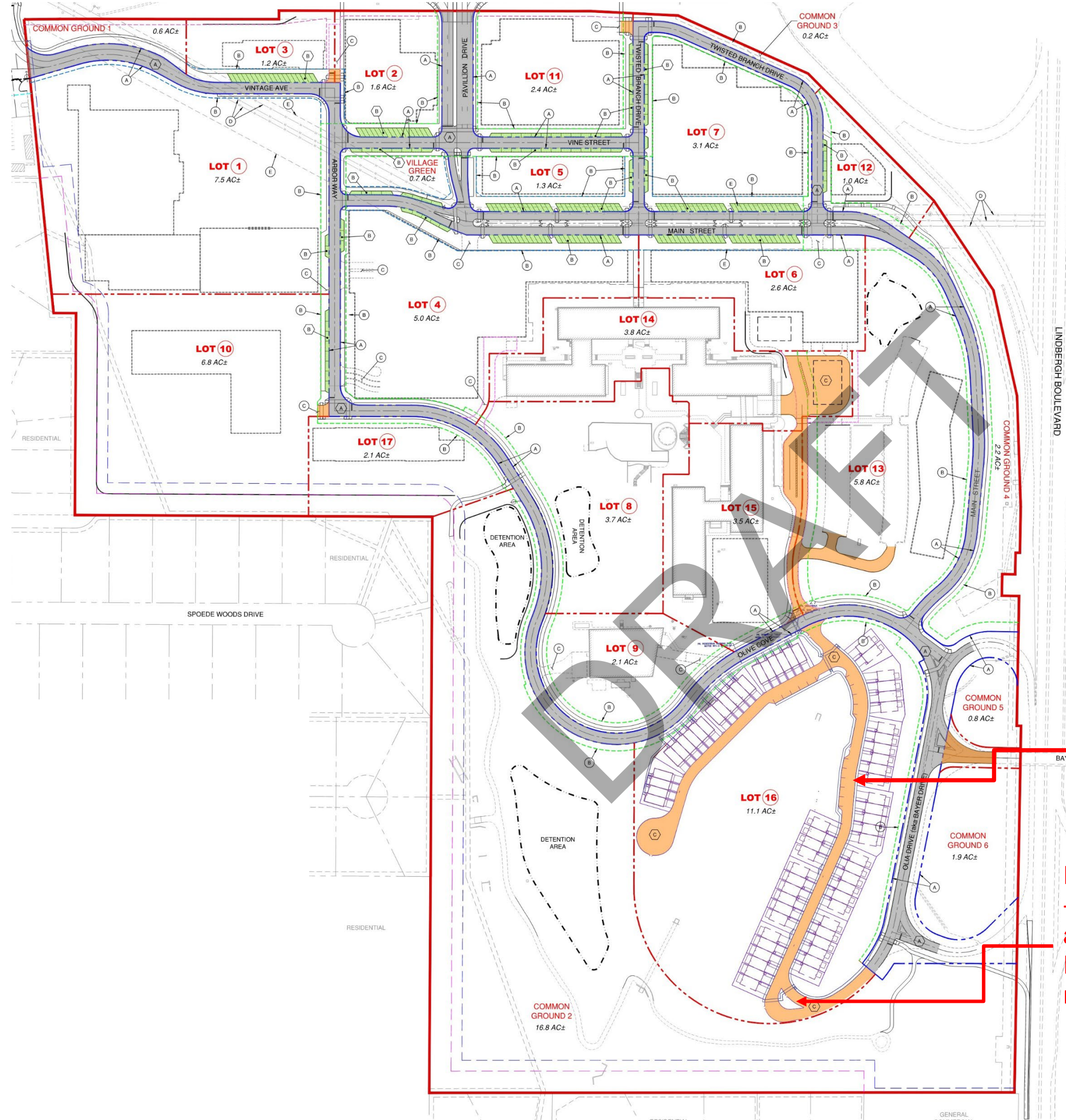
W900 30x36



W900 30x36



Partially Amended Street Plan Olia Village



Pr. Internal Streets will be private & 24.0' wide.
Private streets are shaded in orange.

Location of Olia Village Development Regulation Amendment
– to the horizontal curve minimum radius, 150.0' is required we
are requesting 80.0'.
Fire Marshal & Public Works are comfortable with this design
request.

Partially Amended Pedestrian Mobility Plan Olia Village

Pr. 6.0' w. sidewalk + 6.0' w. tree lawn
Adjacent to Olive Cove. Shaded in
orange

Pr. Crosswalk at Olive Cove

Pr. 5.0' w. sidewalk on both sides of internal
street. Shaded in Pink

Pr. Connection to Olia Village Sidewalk

Landscaping Plan

REQUIRED:
66 Trees

PROVIDED:
334 Trees



Concept Landscape Plan for Lot 16 of Olia Village
10300 Olive Boulevard
Creve Coeur, Missouri



Entry Monument



Mail Kiosk





Urban Single-Family Living

Attached single-family

Empty nesters

Young professionals

Families

Midtown Collection

Spacious open-concept living. Customizable options. Unique design.



2,160 – 2,470
Square Feet



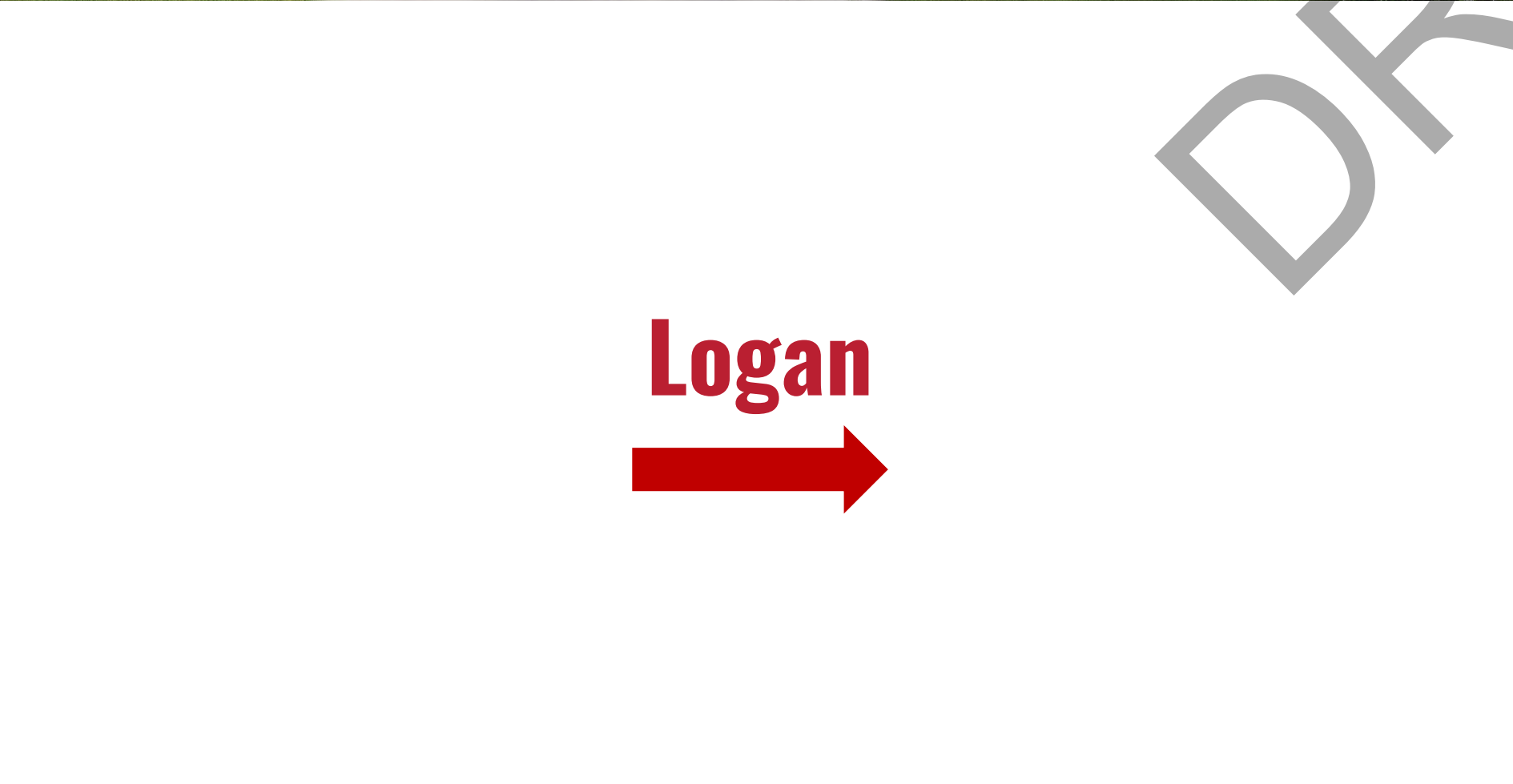
2 – 4
Bedrooms



2.5–4
Bathrooms



Meridian



Logan

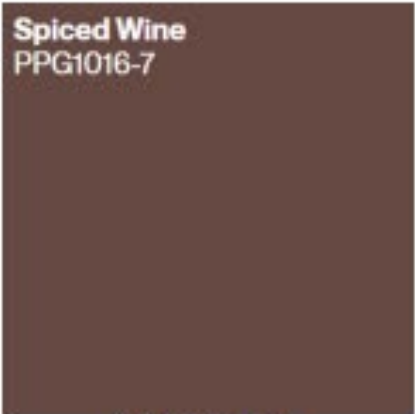




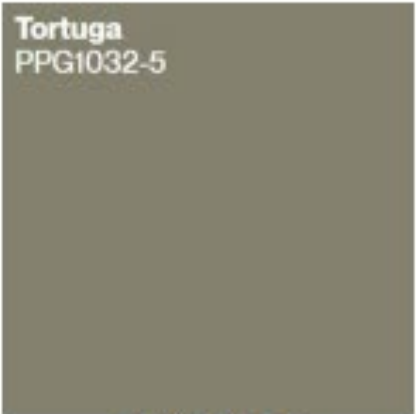
Meridian: Color Package 1



Trim and Garage Doors



401 Door



402 Door



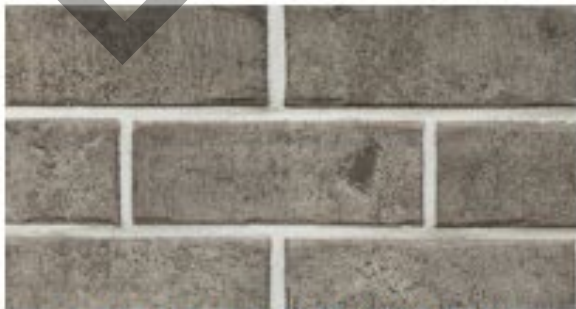
403 Door



404 Door

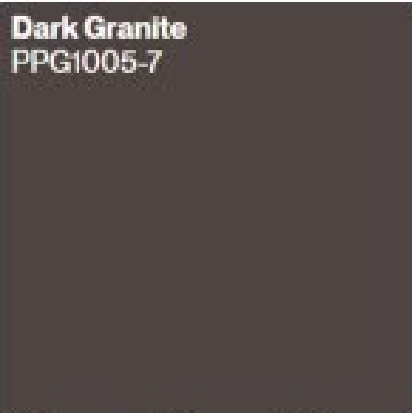


Upper Brick: Alpine Select



Lower Brick: Irongate

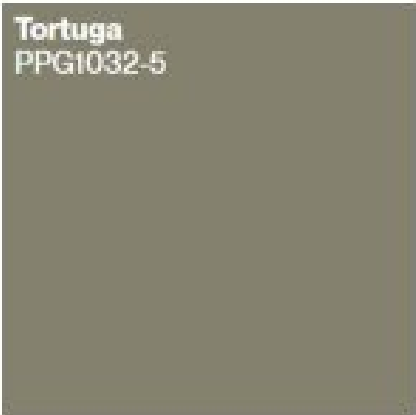
Meridian: Color Package 2



Trim and Garage Doors



401 Door



402 Door



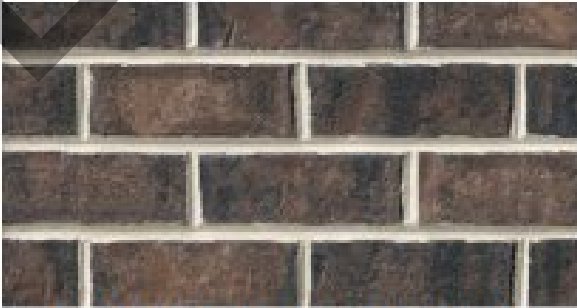
403 Door



404 Door



Upper Brick: Alpine Select

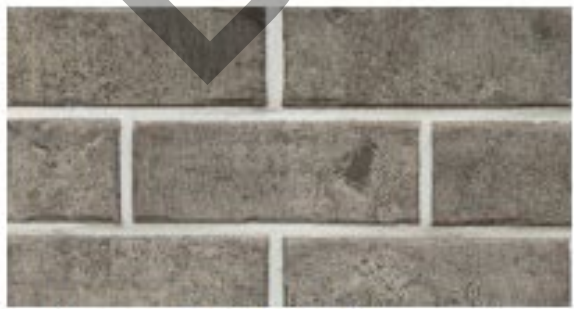


Lower Brick: Bourbon Trail

Logan: Color Package 1



Upper Brick: Alpine Select



Lower Brick: Irongate



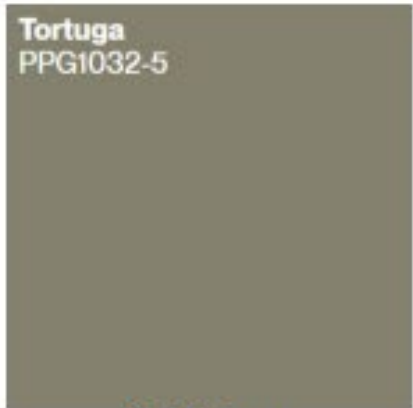
Dark Granite
PPG1005-7

Trim and Garage Doors
/ including panel board
between windows



Spiced Wine
PPG1016-7

401 Door



Tortuga
PPG1032-5

402 Door



PPG Paint
Tattered Teddy
(1072-5)

403 Door



Plunge Pool
PPG1029-7

404 Door

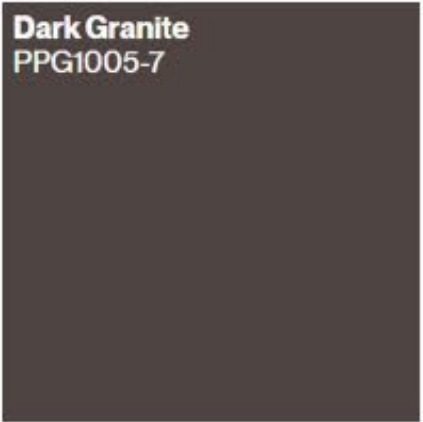
Logan: Color Package 2



Upper Brick: Alpine Select



Lower Brick: Bourbon Trail



Trim and Garage Doors / including panel board between windows



401 Door



402 Door



403 Door



404 Door

 Color Package 1

 **Color Package 2**

 Color Package 1

 **Color Package 2**

Questions + Discussion



MEMORANDUM

DATE: February 5, 2026

TO: Sharon Stott, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from January 22, 2026 to February 5, 2026 in the amount of \$1,259,347.13.



Creve Coeur, MO

Council Report of Invoices Paid

By Fund

Payment Dates 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
Fund: 01 - GENERAL FUND						
MASON BAYNES	00291-1082REFUND	01/28/2026	HEALTH REFUND	01-2211	00291-1082REFUND	776.47
MARK PERKINS	00291-1088REFUND	01/28/2026	VISION REFUND	01-2218	00291-1088REFUND	8.19
RYAN BRISCO	00291-1089REFUND	01/28/2026	HEALTH REFUND	01-2211	00291-1089REFUND	388.22
RYAN BRISCO	00291-1089REFUND	01/28/2026	DENTAL REFUND	01-2213	00291-1089REFUND	15.34
RYAN BRISCO	00291-1089REFUND	01/28/2026	VISION REFUND	01-2218	00291-1089REFUND	4.20
K & S ASSOCIATES	BP45443	01/28/2026	BP45443 ESCROW RELEASE	01-4424	BP45443	10,000.00
MISSOURI DEPARTMENT OF REVENUE	CVC-DEC 25	01/28/2026	CRIME VICTIMS COMPENSAT	01-2413	CVC-DEC 25	22.50
MISSOURI DEPARTMENT OF REVENUE	CVC-DEC 25	01/28/2026	MISC POLICE FUND REVENU	01-4604	CVC-DEC 25	-1.11
MISSOURI DEPARTMENT OF REVENUE	POST-DEC 25	01/28/2026	POST COMMISSION FUND [	01-2412	POST-DEC 25	3.00
STANDARD INSURANCE COMPANY	160-763511-00002 JAN/FEB	01/29/2026	RETIREEES FEB 26	01-2226	160-763511-00002 JAN/FEB	173.36
STANDARD INSURANCE COMPANY	160-763511-00002 JAN/FEB	01/29/2026	RETIREEES JAN 26	01-2226	160-763511-00002 JAN/FEB	173.36
STANDARD INSURANCE COMPANY	160-763511-00099 JAN 26	01/29/2026	COBRA DENTAL JAN 26	01-2226	160-763511-00099 JAN 26	30.68
QUADIENT FINANCE USA INC	PPLN01-01/04/26	01/29/2026	PREPAID POSTAGE	01-1652	PPLN01-01/04/26	3,000.00
DEPARTMENT OF TREASURY	INV0002701	01/30/2026	SOCIAL SECURITY	01-2102	INV0002701	647.96
DEPARTMENT OF TREASURY	INV0002701	01/30/2026	MEDICARE	01-2103	INV0002701	151.62
PAYROLL MISSOURI	INV0002702	01/30/2026	STATE WITHHOLDING	01-2105	INV0002702	1.00
WITHHOLDING TAXES						
PAYROLL MS CONTRIBUTION	INV0002703	01/30/2026	ICMA ROTH IRA %	01-2319	INV0002703	232.68
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ER PENSION 10%	01-2312	INV0002704	587.08
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA ROTH 457 \$	01-2318	INV0002704	2,182.31
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA ROTH 457 %	01-2318	INV0002704	5,715.67
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	MS ROTH IRA CATCHUP\$	01-2318	INV0002704	50.00
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA ROTH IRA \$	01-2319	INV0002704	502.70
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA 457 \$	01-2322	INV0002704	115.39
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA 457 %	01-2322	INV0002704	3,740.85
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA 457 \$	01-2322	INV0002704	8,650.82
PAYROLL MS CONTRIBUTION	INV0002704	01/30/2026	ICMA LOAN PAYMENT	01-2324	INV0002704	184.63
VOYA	INV0002705	01/30/2026	VOYA 457 %	01-2321	INV0002705	504.22
VOYA	INV0002705	01/30/2026	VOYA 457\$	01-2321	INV0002705	310.00
VOYA	INV0002705	01/30/2026	VOYA 457 %	01-2321	INV0002705	135.72
DEPARTMENT OF TREASURY	INV0002706	01/30/2026	SOCIAL SECURITY	01-2102	INV0002706	46,307.40

Council Report of Invoices Paid
Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
DEPARTMENT OF TREASURY	INV0002706	01/30/2026	MEDICARE	01-2103	INV0002706	10,829.80
DEPARTMENT OF TREASURY	INV0002706	01/30/2026	FEDERAL WITHHOLDING	01-2104	INV0002706	38,109.36
PAYROLL MISSOURI	INV0002707	01/30/2026	STATE WITHHOLDING	01-2105	INV0002707	13,231.00
WITHHOLDING TAXES						
LAGERS	9103-JAN 26	02/02/2026	LAGERS PAYMENT JAN26	01-2317	9103-JAN 26	219,890.93
ST LOUIS AREA HEALTH	0226	02/05/2026	GROUP HEALTH FEB 26	01-2211	0226	123,683.62
INSURANCE TRUST MEDICAL						
ST LOUIS AREA HEALTH	0226	02/05/2026	GROUP HEALTH FEB 26	01-2225	0226	4,263.44
INSURANCE TRUST MEDICAL						
FIDELITY SECURITY LIFE	167182850	02/05/2026	RETIREEES VISION INS FEB 26	01-2224	167182850	40.25
INSURANCE COMPANY						
FIDELITY SECURITY LIFE	167190973	02/05/2026	VISION FEB 26	01-2218	167190973	878.12
INSURANCE COMPANY						
AMERICAN UNITED LIFE	619325-FEB 26	02/05/2026	VOL AD&D FEB 26	01-2216	619325-FEB 26	62.60
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	VOL LIFE	01-2216	G 00619325-0000-000 02/03	1,661.42
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	VOL AD & D	01-2216	G 00619325-0000-000 02/03	104.44
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	SHORT TERM DIS	01-2222	G 00619325-0000-000 02/03	1,391.07
INSURANCE COMPANY						
						498,760.31
						498,760.31

Department: 11 - LEGISLATIVE SERVICES
Division: 12 - MAYOR AND CITY COUNCIL

DRC FOODWORKS INC	H32584-CONSUMPTION BAR	01/29/2026	12/2/25 MAYOR APPRECIATI	01-11-12-7315	H32584-CONSUMPTION BAR	735.00
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	GROUP LIFE, AD&D, LTD, VOL	01-11-12-5234	G 00619325-0000-000 02/03	43.20
INSURANCE COMPANY						
Division 12 - MAYOR AND CITY COUNCIL Total:						778.20

Division: 13 - CITY CLERK

BRIDGETOWER OPCO LLC	745823372	01/29/2026	APRIL 2026 MUNI ELECTION	01-11-13-6260	745823372	51.50
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-11-13-5234	G 00619325-0000-000 02/03	27.48
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-11-13-5235	G 00619325-0000-000 02/03	2.40
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	LTD	01-11-13-5236	G 00619325-0000-000 02/03	20.04
INSURANCE COMPANY						
Division 13 - CITY CLERK Total:						101.42

Department 11 - LEGISLATIVE SERVICES Total: 879.62
Department: 12 - ADMINISTRATION
Division: 11 - ADMINISTRATIVE

T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES ADMIN 12/21/	01-12-11-6253	971998911-12/21/25-1/20/2	37.72
PAYLOCITY CORPORATION	INV3403088	01/28/2026	COBRA ADMINISTRATION	01-12-11-6203	INV3403088	35.95

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-12-11-5234	G 00619325-0000-000 02/03	86.63
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-12-11-5235	G 00619325-0000-000 02/03	7.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-12-11-5236	G 00619325-0000-000 02/03	62.00
Division 11 - ADMINISTRATIVE Total:						229.88
Division: 14 - MUNICIPAL COURT						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES COURT 12/21/	01-12-14-6253	971998911-12/21/25-1/20/2	24.77
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-12-14-5234	G 00619325-0000-000 02/03	44.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-12-14-5235	G 00619325-0000-000 02/03	3.92
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-12-14-5236	G 00619325-0000-000 02/03	38.27
Division 14 - MUNICIPAL COURT Total:						111.71
Department 12 - ADMINISTRATION Total:						341.59
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES FIN 12/21/25-1	01-13-11-6253	971998911-12/21/25-1/20/2	24.77
SIKICH CPA LLC	120986	01/29/2026	FY2025 SINGLE AUDIT	01-13-11-6209	120986	7,700.00
SIKICH CPA LLC	120986	01/29/2026	FY2025 AUDIT	01-13-11-6209	120986	42,600.00
PAYROLL MISSOURI	INV0002707	01/30/2026	STATE WITHHOLDING	01-13-11-6202	INV0002707	0.50
WITHHOLDING TAXES						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-13-11-5234	G 00619325-0000-000 02/03	90.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-13-11-5235	G 00619325-0000-000 02/03	7.94
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-13-11-5236	G 00619325-0000-000 02/03	58.44
Division 11 - ADMINISTRATIVE Total:						50,482.40
Division: 15 - INTERDEPARTMENTAL						
AT&T	31498327050760-01/07/26	01/28/2026	MONITOR LINE ICE ARENA 0	01-13-15-6253	31498327050760-01/07/26	214.43
ODP BUSINESS SOLUTIONS LLC	455497998001	01/29/2026	WALL CALENDAR-GOLF MAI	01-13-15-7312	455497998001	12.03
ODP BUSINESS SOLUTIONS LLC	455499252001	01/29/2026	BATTERIES, TAPE, REPORT CO	01-13-15-7312	455499252001	39.77
ODP BUSINESS SOLUTIONS LLC	455499256001	01/29/2026	2 CALCULATORS-POLICE	01-13-15-7312	455499256001	66.31
ODP BUSINESS SOLUTIONS LLC	455939898001	01/29/2026	TONER-COURT AND PAPER R	01-13-15-7312	455939898001	195.29
ODP BUSINESS SOLUTIONS LLC	455943106001	01/29/2026	ERASABLE WALL PLANNER-I	01-13-15-7312	455943106001	63.09

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0226	02/05/2026	GROUP HEALTH FEB 26	01-13-15-5230	0226	-200.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0226	02/05/2026	GROUP HEALTH FEB 26	01-13-15-5230	0226	18,530.18
MARBECK PRINTING LLC	217152	02/05/2026	BUSINESS CARDS - KRIS SIMP	01-13-15-7312	217152	87.50
ODP BUSINESS SOLUTIONS LLC	455974033001	02/05/2026	2 PLY MANILA FOLDERS	01-13-15-7312	455974033001	145.49
ODP BUSINESS SOLUTIONS LLC	457940829001	02/05/2026	DRY ERASE MARKERS, POST-I	01-13-15-7312	457940829001	114.98
QUADIENT INC	62562883	02/05/2026	41614994-1074152 2/17/26-	01-13-15-6266	62562883	50.00
Division 15 - INTERDEPARTMENTAL Total:						19,319.07
Division: 51 - MIS OPERATIONS						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES MIS 12/21/25-	01-13-51-6253	971998911-12/21/25-1/20/2	24.77
WINNING TECHNOLOGIES IN	34953	02/05/2026	IT PROFESSIONAL SERVICES F	01-13-51-6202	34953	803.50
CDW LLC	AH68N2X	02/05/2026	2 VIEWSONIC 24" MONITOR	01-13-51-7331	AH68N2X	246.98
CDW LLC	AH7KY3S	02/05/2026	1 VIEWSONIC 24" MONITOR	01-13-51-7331	AH7KY3S	151.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-13-51-5234	G 00619325-0000-000 02/03	29.76
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-13-51-5235	G 00619325-0000-000 02/03	2.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-13-51-5236	G 00619325-0000-000 02/03	21.70
Division 51 - MIS OPERATIONS Total:						1,281.30
Department 13 - FINANCE Total:						71,082.77
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
BEGINNERS WORLD TENNIS	127	02/05/2026	DECEMBER TENNIS LESSSON	01-14-11-6202	127	1,375.50
MYRLYNN HENLEY	133A	02/05/2026	TAI CHI INSTRUCTION [MM/	01-14-11-6202	133A	405.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-14-11-5234	G 00619325-0000-000 02/03	16.88
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-14-11-5235	G 00619325-0000-000 02/03	1.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-14-11-5236	G 00619325-0000-000 02/03	12.24
Division 11 - ADMINISTRATIVE Total:						1,811.39
Department 14 - COMMUNITY SERVICES Total:						1,811.39
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
MISSOURI AMERICAN WATER CO	1017-210013915103 1/2/26	01/26/2026	300 N NEW BALLAS RD DOM	01-16-11-6254	1017-210013915103 1/2/26	257.92
SPIRE	5003001000 1/14/26	01/26/2026	300 N NEW BALLAS CITY HAL	01-16-11-6252	5003001000 1/14/26	1,357.27
ST LOUIS COUNTY TREASURE	002929-03-27	01/28/2026	STL COUNTY ELEVATOR, GEN	01-16-11-6211	002929-03-27	219.00

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
ALL TYPE VACUUM & JANITORIAL SUPPLY	112204-01	01/28/2026	ANTIBACTERIAL SOAP	01-16-11-6212	112204-01	99.22
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES BLDG MAINT 1	01-16-11-6253	971998911-12/21/25-1/20/2	24.77
WALTER KNOLL FLORIST	INV28565	01/28/2026	PLANT MAINTENANCE FEBR	01-16-11-6212	INV28565	80.00
SHERWIN WILLIAMS	83523203970126	02/04/2026	PAINT FOR GC OFFICES	01-16-11-6212	83523203970126	125.85
JOSHUA A DORSEY	000048	02/05/2026	CLEANING SERVICES AT GC 2	01-16-11-6212	000048	2,000.00
UNIFIRST CORPORATION	1880229869	02/05/2026	MAINTENANCE UNIFORMS	01-16-11-7308	1880229869	8.91
UNIFIRST CORPORATION	1880231173	02/05/2026	MAINTENANCE UNIFORMS	01-16-11-7308	1880231173	10.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-16-11-5234	G 00619325-0000-000 02/03	20.78
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-16-11-5235	G 00619325-0000-000 02/03	1.82
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-16-11-5236	G 00619325-0000-000 02/03	15.15

Division 11 - ADMINISTRATIVE Total: **4,220.81**

Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total: **4,220.81**

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

VALVOLINE LLC	250725	01/28/2026	OIL CHANGE AND AIR FILTER	01-21-11-6210	250725	57.78
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES POLICE 12/21/	01-21-11-6253	971998911-12/21/25-1/20/2	54.52
MISSOURI DEPARTMENT OF REVENUE	PLATE-EE2M9Z	01/28/2026	LICENSE PLATE RENEWAL FO	01-21-11-6202	PLATE-EE2M9Z	66.50
VERIZON WIRELESS SERVICES LLC	6132745718	01/29/2026	TABLETS AND AIRCARDS PD	01-21-11-6253	6132745718	240.08
UNIFIRST CORPORATION	1880229869	02/05/2026	MAINTENANCE UNIFORMS	01-21-11-7308	1880229869	8.91
UNIFIRST CORPORATION	1880231173	02/05/2026	MAINTENANCE UNIFORMS	01-21-11-7308	1880231173	10.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-21-11-5234	G 00619325-0000-000 02/03	303.39
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-21-11-5235	G 00619325-0000-000 02/03	26.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-21-11-5236	G 00619325-0000-000 02/03	193.16

Division 11 - ADMINISTRATIVE Total: **961.00**

Division: 21 - INVESTIGATION

MISSOURI DEPARTMENT OF REVENUE	PLATE-EF5G5G	01/28/2026	LICENSE PLATE RENEWAL FO	01-21-21-6202	PLATE-EF5G5G	66.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-21-21-5234	G 00619325-0000-000 02/03	181.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-21-21-5235	G 00619325-0000-000 02/03	15.93
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-21-21-5236	G 00619325-0000-000 02/03	131.43

Division 21 - INVESTIGATION Total: **395.67**

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
Division: 22 - PATROL						
MASON BAYNES	00291-1082REFUND	01/28/2026	HEALTH AND DENTAL REFUN	01-21-22-5230	00291-1082REFUND	-659.94
RYAN BRISCO	00291-1089REFUND	01/28/2026	HEALTH REFUND	01-21-22-5230	00291-1089REFUND	-329.99
RYAN BRISCO	00291-1089REFUND	01/28/2026	DENTAL REFUND	01-21-22-5233	00291-1089REFUND	-10.19
PAWSTOPPERS INC	2026NAPWDA	01/28/2026	2026 NAPWDA WORKSHOP -	01-21-22-6265	2026NAPWDA	300.00
VALVOLINE LLC	250628	01/28/2026	OIL CHANGE FOR CAR 2409	01-21-22-6210	250628	40.98
VALVOLINE LLC	250630	01/28/2026	OIL CHANGE FOR CAR 2411	01-21-22-6210	250630	40.98
LEON UNIFORM CO INC	658280-03	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	658280-03	383.00
LEON UNIFORM CO INC	658289	01/29/2026	BALLISTIC VEST FOR SIMPSO	01-21-22-9503	658289	895.00
LEON UNIFORM CO INC	658290-01	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	658290-01	394.00
LEON UNIFORM CO INC	658291	01/29/2026	BALLISTIC VEST FOR WALL, L	01-21-22-9503	658291	895.00
LEON UNIFORM CO INC	661806-01	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	661806-01	23.00
LEON UNIFORM CO INC	662649-01	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	662649-01	136.00
LEON UNIFORM CO INC	664152-01	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	664152-01	510.98
LEON UNIFORM CO INC	664921	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	664921	87.50
LEON UNIFORM CO INC	665004-01	01/29/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	665004-01	15.00
LEON UNIFORM CO INC	664211	02/05/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	664211	161.99
LEON UNIFORM CO INC	665513-01	02/05/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	665513-01	150.00
LEON UNIFORM CO INC	666700	02/05/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	666700	70.00
LEON UNIFORM CO INC	666770	02/05/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	666770	150.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-21-22-5234	G 00619325-0000-000 02/03	953.25
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-21-22-5235	G 00619325-0000-000 02/03	83.46
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-21-22-5236	G 00619325-0000-000 02/03	635.63
Division 22 - PATROL Total:						4,925.65
Department 21 - POLICE Total:						6,282.32
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES PW ADMIN 12/	01-31-11-6253	971998911-12/21/25-1/20/2	143.82
DREXEL TECHNOLOGIES INC	INV179896	01/29/2026	BLACK INK FOR HPXL3800	01-31-11-7304	INV179896	238.00
DREXEL TECHNOLOGIES INC	INV179932	01/29/2026	JOB POSTING 26-28 PARKS,R	01-31-11-6260	INV179932	47.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-31-11-5234	G 00619325-0000-000 02/03	50.02
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-31-11-5235	G 00619325-0000-000 02/03	4.37
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-31-11-5236	G 00619325-0000-000 02/03	36.47
DREXEL TECHNOLOGIES INC	INV180180	02/05/2026	COPIER LEASE/MAINTENANC	01-31-11-6213	INV180180	1,560.00
Division 11 - ADMINISTRATIVE Total:						2,079.68
Division: 41 - STREET MAINTENANCE						
JOHNNY ON THE SPOT 347	0347-000274360	01/28/2026	PORTA JOHNS JANUARY 202	01-31-41-6266	0347-000274360	424.32

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
VIKING CIVES MIDWEST INC	114934	01/28/2026	HYDRO CYLINDERS	01-31-41-6210	114934	563.54
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES STREETS 12/21	01-31-41-6253	971998911-12/21/25-1/20/2	123.85
AMERENUE	BEACON HILL	01/28/2026	STREET LIGHTING - BEACON	01-31-41-6251	BEACON HILL	51.16
NELSON COUNTY LAND MAINTENANCE LLC	22717	01/29/2026	WINTER FERTILIZER - INTERC	01-31-41-6212	22717	1,345.00
SCOTT'S POWER EQUIPMENT INC	365011	01/29/2026	PLOW CYLINDERS	01-31-41-6211	365011	393.68
SPIRE	772511100 1/20/26	01/30/2026	996 RUE DE LA BANQUE 12/	01-31-41-6252	772511100 1/20/26	589.17
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	11702 OLIVE BLVD IRRIG 11/	01-31-41-6254	1017-210041137908 1/12/2	55.10
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	12536 OLIVE BLVD IRRIG 11/	01-31-41-6254	1017-210041137908 1/12/2	53.75
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	241 S NEW BALLAS RD IRRIG	01-31-41-6254	1017-210041137908 1/12/2	22.21
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	996 E RUE DE LA BANQU 11/	01-31-41-6254	1017-210041137908 1/12/2	149.22
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	201 N NEW BALLAS RD IRRIG	01-31-41-6254	1017-210041137908 1/12/2	22.21
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	12301 CONWAY RD IRRIG 11	01-31-41-6254	1017-210041137908 1/12/2	22.21
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	12136 OLIVE BLVD IRRIG 11/	01-31-41-6254	1017-210041137908 1/12/2	427.30
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	309 S NEW BALLAS RD IRRIG	01-31-41-6254	1017-210041137908 1/12/2	22.21
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	12015 OLIVE BLVD IRRIG 11/	01-31-41-6254	1017-210041137908 1/12/2	388.07
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	145 S NEW BALLAS RD IRRIG	01-31-41-6254	1017-210041137908 1/12/2	22.21
AMERENUE	2316025009 1/12/26	02/03/2026	10276 OLIVE PED LIGHTING	01-31-41-6251	2316025009 1/12/26	50.11
AMERENUE	2523023477 1/12/26	02/03/2026	10700 OLIVE BLVD LIGHTED	01-31-41-6250	2523023477 1/12/26	63.34
AMERENUE	5439133005 1/12/26	02/03/2026	10600 OLIVE BLVD OLIVE STR	01-31-41-6251	5439133005 1/12/26	50.74
VIKING CIVES MIDWEST INC	114974	02/04/2026	PLOW CYLINDER	01-31-41-6211	114974	220.85
PATTONVILLE SCHOOL DISTRICT	4855	02/04/2026	DOOR HANGERS FOR CHIPPI	01-31-41-6212	4855	96.00
MATTHEW E KURTZ	1008062	02/05/2026	LEAF/LIMB HAULOFF JANUA	01-31-41-6212	1008062	5,432.50
MATTHEW E KURTZ	1008062	02/05/2026	LEAF/LIMB HAULOFF JANUA	01-31-41-6212	1008062	380.00
MATTHEW E KURTZ	1008064	02/05/2026	LEAF/LIMB HAULOFF JANUA	01-31-41-6212	1008064	3,797.50
OREILLY AUTOMOTIVE STORES INC	1388-123426	02/05/2026	IMPACT SET	01-31-41-7302	1388-123426	24.99
COMPASS MINERALS AMERICA INC.	1610425	02/05/2026	SALT CO-OP FALL 2025 & WI	01-31-41-7310	1610425	13,955.40
UNIFIRST CORPORATION	1880227545.	02/05/2026	PW UNIFORMS WEEK OF 01/	01-31-41-7308	1880227545.	74.85
UNIFIRST CORPORATION	1880229894	02/05/2026	PW UNIFORMS WEEK OF 01/	01-31-41-7308	1880229894	64.00
UNIFIRST CORPORATION	1880231216	02/05/2026	PW UNIFORMS WEEK OF 02/	01-31-41-7308	1880231216	75.95
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-31-41-5234	G 00619325-0000-000 02/03	187.61

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-31-41-5235	G 00619325-0000-000 02/03	16.41
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-31-41-5236	G 00619325-0000-000 02/03	136.79

Division 41 - STREET MAINTENANCE Total: 29,302.25

Division: 43 - PARKS MAINTENANCE

JOHNNY ON THE SPOT 347	0347-000274360	01/28/2026	PORTA JOHNS JANUARY 202	01-31-43-6266	0347-000274360	424.32
VIKING CIVES MIDWEST INC	114934	01/28/2026	HYDRO CYLINDERS	01-31-43-6210	114934	187.84
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	TAPPMeyer HOUSE 12/21/2	01-31-43-6224	971998911-12/21/25-1/20/2	51.00
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES PARKS 12/21/2	01-31-43-6253	971998911-12/21/25-1/20/2	44.74
NELSON COUNTY LAND MAINTENANCE LLC	22717	01/29/2026	WINTER FERTILIZER - INTERC	01-31-43-6212	22717	55.00
SCOTT'S POWER EQUIPMENT INC	365011	01/29/2026	PLOW CYLINDERS	01-31-43-6211	365011	131.22
SPIRE	772511100 1/20/26	01/30/2026	996 RUE DE LA BANQUE 12/	01-31-43-6252	772511100 1/20/26	589.17
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	601 COEUR DE VILLE DR 11/	01-31-43-6254	1017-210041137908 1/12/2	421.11
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	1000 BARNES WEST DR FRFL	01-31-43-6254	1017-210041137908 1/12/2	122.52
MISSOURI AMERICAN WATER CO	1017-210041137908 1/12/2	02/03/2026	12100 CONWAY RD PARK 11/	01-31-43-6254	1017-210041137908 1/12/2	65.19
VIKING CIVES MIDWEST INC	114974	02/04/2026	PLOW CYLINDER	01-31-43-6211	114974	73.62
UNIFIRST CORPORATION	1880227545.	02/05/2026	PW UNIFORMS WEEK OF 01/	01-31-43-7308	1880227545.	24.95
UNIFIRST CORPORATION	1880229894	02/05/2026	PW UNIFORMS WEEK OF 01/	01-31-43-7308	1880229894	21.34
UNIFIRST CORPORATION	1880231216	02/05/2026	PW UNIFORMS WEEK OF 02/	01-31-43-7308	1880231216	25.32
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-31-43-5234	G 00619325-0000-000 02/03	99.16
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-31-43-5235	G 00619325-0000-000 02/03	8.67
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-31-43-5236	G 00619325-0000-000 02/03	56.77

Division 43 - PARKS MAINTENANCE Total: 2,401.94

Department 31 - PUBLIC WORKS Total: 33,783.87

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES PLNING 12/21/	01-32-11-6253	971998911-12/21/25-1/20/2	24.77
BRIDGETOWER OPCO LLC	745826516	01/29/2026	PUBLIC NOTICE AD 25-034&	01-32-11-6260	745826516	73.78
BRIDGETOWER OPCO LLC	745826541	01/29/2026	PUBLIC NOTICE AD 25-036 C	01-32-11-6260	745826541	66.64
BRIDGETOWER OPCO LLC	745826554	01/29/2026	PUBLIC NOTICE AD 25-038 C	01-32-11-6260	745826554	66.64
BRIDGETOWER OPCO LLC	745829246	01/29/2026	PUBLIC NOTICE AD 25-039 S	01-32-11-6260	745829246	95.20
MCLAUGHLIN COURT REPORTING SERVICES INC	012826-1	02/05/2026	P&Z PROJECT 25-028,039 &	01-32-11-6202	012826-1	606.00
PGAV PLANNERS LLC	122846	02/05/2026	BAYER EAST COMPREHENSIV	01-32-11-6204	122846	2,003.40

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-32-11-5234	G 00619325-0000-000 02/03	76.93
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-32-11-5235	G 00619325-0000-000 02/03	6.73
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-32-11-5236	G 00619325-0000-000 02/03	54.92
Division 11 - ADMINISTRATIVE Total:						3,075.01
Division: 61 - BUILDING DEPARTMENT						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES BUILDING 12/2	01-32-61-6253	971998911-12/21/25-1/20/2	123.85
VERIZON WIRELESS SERVICES LLC	6132745718	01/29/2026	TABLETS AND AIRCARDS BLD	01-32-61-6253	6132745718	240.06
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	01-32-61-5234	G 00619325-0000-000 02/03	216.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	01-32-61-5235	G 00619325-0000-000 02/03	18.98
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	01-32-61-5236	G 00619325-0000-000 02/03	159.50
Division 61 - BUILDING DEPARTMENT Total:						759.19
Department 32 - COMMUNIITY DEVELOPMENT Total:						3,834.20
Fund 01 - GENERAL FUND Total:						620,996.88
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
EAST WEST GATEWAY COUNCIL OF GOVERNMENTS	2026 GRANT	01/28/2026	GRANTS FOR RESOLUTION N	02-61-71-9510	2026 GRANT	5,180.00
GEORGE L CRAWFORD & ASSOCIATES INC	210500108	01/28/2026	Lindbergh-Old Olive Design S	02-61-71-9510	210500108	591.65
GEORGE L CRAWFORD & ASSOCIATES INC	250660002	01/28/2026	CITY PLACE/OLIVE PED CROS	02-61-71-9510	250660002	7,882.21
SPRING CITY ELECTRICAL MFG CO	PO00845	01/28/2026	Decrative Olive Median Stree	02-61-71-9510	PO00845	15,000.00
RAINERI CONSTRUCTION LLC	5.	01/29/2026	LINDBERGH-OLD OLIVE INTE	02-61-71-9510	5.	18,651.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	160072761-001	02/04/2026	GOLF COURSE IRRIGATION	02-61-71-9506	160072761-001	1,219.44
SITEONE LANDSCAPE SUPPLY HOLDING LLC	160803780-001	02/04/2026	GOLF COURSE IRRIGATION	02-61-71-9506	160803780-001	315.44
GEORGE L CRAWFORD & ASSOCIATES INC	250660003	02/04/2026	CITY PLACE/OLIVE PED CROS	02-61-71-9510	250660003	7,800.00
ROLWES ELECTRIC	2405	02/05/2026	GOLF COURSE IRRIGATION -	02-61-71-9506	2405	60,867.00
LOCHMUELLER GROUP INC	301427	02/05/2026	FALAISE FEASIBILITY STUDY P	02-61-71-9510	301427	20,395.00
HORNER AND SHIFRIN INC	78992	02/05/2026	ENG SERVICES FOR BALLAS SI	02-61-71-9510	78992	13,090.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	02-61-71-5234	G 00619325-0000-000 02/03	46.12

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	02-61-71-5235	G 00619325-0000-000 02/03	4.04
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	02-61-71-5236	G 00619325-0000-000 02/03	33.63

Division 71 - CIP Total: 151,076.23
Department 61 - CIP Total: 151,076.23
Fund 02 - CAPITAL IMPROVEMENT FUND Total: 151,076.23
Fund: 05 - PARKS & STORMWATER FUND
Department: 61 - CIP
Division: 71 - CIP

IDEAL PLAY & SURFACING INC	3.	01/29/2026	PARK PAVILIONS - CONWAY	05-61-71-9506	3.	40,737.19
INTUITION AND LOGIC ENGINEERING INC	251108	02/05/2026	MALCOLM TERRACE BRIDGE	05-61-71-9509	251108	3,320.00
INTUITION AND LOGIC ENGINEERING INC	251207	02/05/2026	MALCOLM TERRACE BRIDGE	05-61-71-9509	251207	1,470.00
IDEAL LANDSCAPE CONSTRUCTION INC	4.	02/05/2026	FY2025 STORMWATER PROJE	05-61-71-9509	4.	32,518.98
IDEAL PLAY & SURFACING INC	4-FINAL	02/05/2026	PARK PAVILIONS - CONWAY	05-61-71-9506	4-FINAL	10,118.75
IDEAL LANDSCAPE CONSTRUCTION INC	7.	02/05/2026	VENABLE PARK IMPROVEME	05-61-71-9506	7.	278,828.13
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	05-61-71-5234	G 00619325-0000-000 02/03	42.36
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD&D	05-61-71-5235	G 00619325-0000-000 02/03	3.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	05-61-71-5236	G 00619325-0000-000 02/03	30.90

Division 71 - CIP Total: 367,070.02
Department 61 - CIP Total: 367,070.02
Fund 05 - PARKS & STORMWATER FUND Total: 367,070.02
Fund: 06 - MUNICIPAL ENTERPRISE FUND
Department: 14 - COMMUNITY SERVICES
Division: 31 - ICE ARENA

MISSOURI AMERICAN WATER CO	1017-210013831861 1/5/26	01/27/2026	11400 OLDE CABIN FIRE SER	06-14-31-6254	1017-210013831861 1/5/26	97.33
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES GOLF 12/21/25	06-14-31-6253	971998911-12/21/25-1/20/2	24.77
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES ICE RINK 12/21	06-14-31-6253	971998911-12/21/25-1/20/2	24.77
JOSHUA A DORSEY	000046	01/29/2026	CLEANING CONTRACT - DRC	06-14-31-6203	000046	500.00
SPIRE	4981701000 1/19/26	01/29/2026	11400 OLDE CABIN RD 12/18	06-14-31-6252	4981701000 1/19/26	2,530.06
VESTIS GROUP INC	6170519463	01/29/2026	DRC MOP & TOWELS	06-14-31-7301	6170519463	32.36
RENTOKIL NORTH AMERICA INC	90537077	01/29/2026	PEST CONTROL DRC & GOLF	06-14-31-6212	90537077	87.24
DEKA SERVICE	45891571	02/04/2026	DIELMANN EAST ROOM HEA	06-14-31-6212	45891571	368.25
VESTIS GROUP INC	6170522116	02/05/2026	DRC MOP & TOWELS	06-14-31-7301	6170522116	32.36

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
REP HOLDINGS GROUP LLC	974665	02/05/2026	PROPANE FOR OLY	06-14-31-7307	974665	184.98
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	06-14-31-5234	G 00619325-0000-000 02/03	94.20
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	06-14-31-5235	G 00619325-0000-000 02/03	8.25
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	06-14-31-5236	G 00619325-0000-000 02/03	42.77
Division 31 - ICE ARENA Total:						4,027.34
Division: 32 - GOLF MAINTENANCE						
T-MOBILE USA	971998911-12/21/25-1/20/2	01/28/2026	CITY PHONES GOLF MAINT 1	06-14-32-6253	971998911-12/21/25-1/20/2	24.77
ERB TURF EQUIPMENT INC	01-136979	01/29/2026	REEL & ASSEMBLY PARTS JD7	06-14-32-6211	01-136979	1,055.10
RENTOKIL NORTH AMERICA INC	90537077	01/29/2026	PEST CONTROL DRC & GOLF	06-14-32-6212	90537077	37.39
ADVANCED TURF SOLUTIONS INC	SO1426799	01/29/2026	GREENS AND TEE BEDKNIFE	06-14-32-6211	SO1426799	417.30
ADVANCED TURF SOLUTIONS INC	SO1426800	01/29/2026	TDR 350 REPLACEMENT ROD	06-14-32-6212	SO1426800	77.36
SITEONE LANDSCAPE SUPPLY HOLDING LLC	162119172-001	02/04/2026	LIQUID PRODIAMINE & HERB	06-14-32-7303	162119172-001	321.00
ENERGY PETROLEUM CO	579585	02/05/2026	UNLEADED GAS & CLEAR DIE	06-14-32-7307	579585	1,110.38
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	06-14-32-5234	G 00619325-0000-000 02/03	58.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	06-14-32-5235	G 00619325-0000-000 02/03	5.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	06-14-32-5236	G 00619325-0000-000 02/03	42.49
Division 32 - GOLF MAINTENANCE Total:						3,149.19
Division: 33 - PRO-SHOP						
SPIRE	4981701000 1/19/26	01/29/2026	11400 OLDE CABIN RD 12/18	06-14-33-6252	4981701000 1/19/26	1,084.31
VESTIS GROUP INC	6170519463	01/29/2026	DRC MOP & TOWELS	06-14-33-7301	6170519463	22.80
VESTIS GROUP INC	6170522116	02/05/2026	DRC MOP & TOWELS	06-14-33-7301	6170522116	22.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LIFE	06-14-33-5234	G 00619325-0000-000 02/03	21.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	AD & D	06-14-33-5235	G 00619325-0000-000 02/03	1.89
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-0000-000 02/03	02/05/2026	LTD	06-14-33-5236	G 00619325-0000-000 02/03	15.75
Division 33 - PRO-SHOP Total:						1,169.15
Division: 34 - FOOD SERVICES						
VESTIS GROUP INC	6170519463	01/29/2026	DRC MOP & TOWELS	06-14-34-7301	6170519463	18.40

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Payment Dates: 1/22/2026 - 2/5/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payable Number	Amount
VESTIS GROUP INC	6170522116	02/05/2026	DRC MOP & TOWELS	06-14-34-7301	6170522116	18.40
Division 34 - FOOD SERVICES Total:						36.80
Department 14 - COMMUNITY SERVICES Total:						8,382.48
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						8,382.48

Fund: 11 - SEWER LATERAL FUND

Department: 61 - CIP

Division: 93 - SEWER LATERAL

CATHY BARNETT	00188-0610-12/8/25	01/28/2026	SANITARY SEWER LATERAL R	11-61-93-9315	00188-0610-12/8/25	2,646.00
RENAE LAZAROFF	00188-0611-04/23/24	01/28/2026	SANITARY SEWER LATERAL R	11-61-93-9315	00188-0611-04/23/24	3,604.30
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	LIFE	11-61-93-5234	G 00619325-0000-000 02/03	4.77
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	AD & D	11-61-93-5235	G 00619325-0000-000 02/03	0.42
INSURANCE COMPANY						
AMERICAN UNITED LIFE	G 00619325-0000-000 02/03	02/05/2026	LTD	11-61-93-5236	G 00619325-0000-000 02/03	3.47
INSURANCE COMPANY						
Division 93 - SEWER LATERAL Total:						6,258.96
Department 61 - CIP Total:						6,258.96
Fund 11 - SEWER LATERAL FUND Total:						6,258.96

Fund: 19 - PUBLIC SAFETY FUND

Department: 21 - POLICE

Division: 23 - PUBLIC SAFETY

AMERENUE	0427008070 12/31/25	01/23/2026	350 N NEW BALLAS POLICE 1	19-21-23-6250	0427008070 12/31/25	5,127.84
MISSOURI AMERICAN	1017-220023905773 1/5/26	01/27/2026	350 N NEW BALLAS RD FIRE	19-21-23-6254	1017-220023905773 1/5/26	179.74
WATER CO						
ST LOUIS COUNTY TREASURE	002929-03-27	01/28/2026	STL COUNTY ELEVATOR - INS	19-21-23-6211	002929-03-27	59.00
JOSHUA A DORSEY	000047	01/29/2026	CLEANING CONTRACT - POLI	19-21-23-6212	000047	875.00
SPIRE	0076006378 1/19/26	01/29/2026	350 N NEW BALLAS RD 12/1	19-21-23-6252	0076006378 1/19/26	315.51
BUILDING SYSTEM SERVICES	23367541	01/29/2026	SERVICE CALL FOR LEAKING T	19-21-23-6211	23367541	821.11
LLC						
DELL MARKETING LP	10858759717	02/05/2026	POWER SUPPLIES FOR IN-CA	19-21-23-9503	10858759717	1,434.30
AUTOMATIC GATE AND	251847	02/05/2026	PM ON ALL 4 GATE OPERATO	19-21-23-6212	251847	850.00
DOOR LLC						
WIEGMANN ASSOCIATES	88198	02/05/2026	SERVICE CALL FOR GUN RAN	19-21-23-6211	88198	1,290.00
Division 23 - PUBLIC SAFETY Total:						10,952.50
Department 21 - POLICE Total:						10,952.50
Fund 19 - PUBLIC SAFETY FUND Total:						10,952.50

Payment Dates: 1/22/2026 - 2/5/2026Page 48 of 233

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	620,996.88
02 - CAPITAL IMPROVEMENT FUND	151,076.23
05 - PARKS & STORMWATER FUND	367,070.02
06 - MUNICIPAL ENTERPRISE FUND	8,382.48
11 - SEWER LATERAL FUND	6,258.96
19 - PUBLIC SAFETY FUND	10,952.50
99 - POOLED CASH	94,610.06
Grand Total:	1,259,347.13

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-7315	SPECIAL EVENTS	735.00
01-11-13-5234	GROUP LIFE INSURANCE	27.48
01-11-13-5235	ACCIDENTAL DEATH INS	2.40
01-11-13-5236	DISABILITY INSURANCE	20.04
01-11-13-6260	ADVERTISING	51.50
01-12-11-5234	GROUP LIFE INSURANCE	86.63
01-12-11-5235	ACCIDENTAL DEATH INS	7.58
01-12-11-5236	DISABILITY INSURANCE	62.00
01-12-11-6203	PROFESSIONAL SERVICE	35.95
01-12-11-6253	TELEPHONE	37.72
01-12-14-5234	GROUP LIFE INSURANCE	44.75
01-12-14-5235	ACCIDENTAL DEATH INS	3.92
01-12-14-5236	DISABILITY INSURANCE	38.27
01-12-14-6253	TELEPHONE	24.77
01-13-11-5234	GROUP LIFE INSURANCE	90.75
01-13-11-5235	ACCIDENTAL DEATH INS	7.94
01-13-11-5236	DISABILITY INSURANCE	58.44
01-13-11-6202	TECHNICAL AND PERSO	0.50
01-13-11-6209	ACCOUNTING SERVICES	50,300.00
01-13-11-6253	TELEPHONE	24.77
01-13-15-5230	HOSPITAL AND MEDICAL	18,330.18
01-13-15-6253	TELEPHONE	214.43
01-13-15-6266	EQUIPMENT RENTAL	50.00
01-13-15-7312	OFFICE SUPPLIES	724.46
01-13-51-5234	GROUP LIFE INSURANCE	29.76
01-13-51-5235	ACCIDENTAL DEATH INS	2.60
01-13-51-5236	DISABILITY INSURANCE	21.70
01-13-51-6202	TECHNICAL AND PERSO	803.50

Account Summary

Account Number	Account Name	Payment Amount
01-13-51-6253	TELEPHONE	24.77
01-13-51-7331	COMPUTER HARDWARE	398.97
01-14-11-5234	GROUP LIFE INSURANCE	16.88
01-14-11-5235	ACCIDENTAL DEATH INS	1.47
01-14-11-5236	DISABILITY INSURANCE	12.24
01-14-11-6202	TECHNICAL AND PERSO	1,780.80
01-16-11-5234	GROUP LIFE INSURANCE	20.78
01-16-11-5235	ACCIDENTAL DEATH INS	1.82
01-16-11-5236	DISABILITY INSURANCE	15.15
01-16-11-6211	EQUIPMENT MAINTENA	219.00
01-16-11-6212	BUILDING AND GROUND	2,305.07
01-16-11-6252	NATURAL GAS	1,357.27
01-16-11-6253	TELEPHONE	24.77
01-16-11-6254	WATER AND SEWER	257.92
01-16-11-7308	WEARING APPAREL AND	19.03
01-1652	PREPAID POSTAGE	3,000.00
01-2102	FICA WITHHOLDING	46,955.36
01-2103	MEDICARE WITHHOLDIN	10,981.42
01-2104	FEDERAL TAX WITHHOL	38,109.36
01-2105	MISSOURI TAX WITHHOL	13,232.00
01-21-11-5234	GROUP LIFE INSURANCE	303.39
01-21-11-5235	ACCIDENTAL DEATH INS	26.54
01-21-11-5236	DISABILITY INSURANCE	193.16
01-21-11-6202	TECHNICAL AND PERSO	66.50
01-21-11-6210	VEHICLE MAINTENANCE	57.78
01-21-11-6253	TELEPHONE	294.60
01-21-11-7308	WEARING APPAREL AND	19.03
01-21-21-5234	GROUP LIFE INSURANCE	181.81
01-21-21-5235	ACCIDENTAL DEATH INS	15.93
01-21-21-5236	DISABILITY INSURANCE	131.43
01-21-21-6202	TECHNICAL AND PERSO	66.50
01-21-22-5230	HOSPITAL AND MEDICAL	-989.93
01-21-22-5233	DENTAL INSURANCE	-10.19
01-21-22-5234	GROUP LIFE INSURANCE	953.25
01-21-22-5235	ACCIDENTAL DEATH INS	83.46
01-21-22-5236	DISABILITY INSURANCE	635.63
01-21-22-6210	VEHICLE MAINTENANCE	81.96
01-21-22-6265	TRAVEL & CONFERENCE	300.00
01-21-22-7308	WEARING APPAREL AND	2,081.47
01-21-22-9503	EQUIPMENT	1,790.00
01-2211	HEALTH INSURANCE	124,848.31
01-2213	DENTAL INSURANCE PAY	15.34

Account Summary

Account Number	Account Name	Payment Amount
01-2216	SUPPLEMENTAL LIFE	1,828.46
01-2218	VISION CARE	890.51
01-2222	SHORT TERM DISABILITY	1,391.07
01-2224	VISION CARE-COBRA	40.25
01-2225	HEALTH INS PREM PAID	4,263.44
01-2226	DENTAL INS PREM PAID	377.40
01-2312	401 - ICMA	587.08
01-2317	MO LAGERS	219,890.93
01-2318	ICMA ROTH 457	7,947.98
01-2319	ICMA ROTH IRA	735.38
01-2321	457 - VOYA	949.94
01-2322	457 - ICMA	12,507.06
01-2324	ICMA LOAN REPAYMENT	184.63
01-2412	PEACE OFFICER AND STA	3.00
01-2413	CVC - CRIME VICTIMS C	22.50
01-31-11-5234	GROUP LIFE INSURANCE	50.02
01-31-11-5235	ACCIDENTAL DEATH INS	4.37
01-31-11-5236	DISABILITY INSURANCE	36.47
01-31-11-6213	OFFICE EQUIPMENT MAI	1,560.00
01-31-11-6253	TELEPHONE	143.82
01-31-11-6260	ADVERTISING	47.00
01-31-11-7304	GENERAL SUPPLIES	238.00
01-31-41-5234	GROUP LIFE INSURANCE	187.61
01-31-41-5235	ACCIDENTAL DEATH INS	16.41
01-31-41-5236	DISABILITY INSURANCE	136.79
01-31-41-6210	VEHICLE MAINTENANCE	563.54
01-31-41-6211	EQUIPMENT MAINTENA	614.53
01-31-41-6212	BUILDING AND GROUND	11,051.00
01-31-41-6250	ELECTRICITY	63.34
01-31-41-6251	STREET LIGHTING	152.01
01-31-41-6252	NATURAL GAS	589.17
01-31-41-6253	TELEPHONE	123.85
01-31-41-6254	WATER AND SEWER	1,184.49
01-31-41-6266	EQUIPMENT RENTAL	424.32
01-31-41-7302	SMALL TOOLS	24.99
01-31-41-7308	WEARING APPAREL AND	214.80
01-31-41-7310	SNOW REMOVAL	13,955.40
01-31-43-5234	GROUP LIFE INSURANCE	99.16
01-31-43-5235	ACCIDENTAL DEATH INS	8.67
01-31-43-5236	DISABILITY INSURANCE	56.77
01-31-43-6210	VEHICLE MAINTENANCE	187.84
01-31-43-6211	EQUIPMENT MAINTENA	204.84

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6212	BUILDING AND GROUND	55.00
01-31-43-6224	TAPPMAYER HOUSE MAI	51.00
01-31-43-6252	NATURAL GAS	589.17
01-31-43-6253	TELEPHONE	44.74
01-31-43-6254	WATER AND SEWER	608.82
01-31-43-6266	EQUIPMENT RENTAL	424.32
01-31-43-7308	WEARING APPAREL AND	71.61
01-32-11-5234	GROUP LIFE INSURANCE	76.93
01-32-11-5235	ACCIDENTAL DEATH INS	6.73
01-32-11-5236	DISABILITY INSURANCE	54.92
01-32-11-6202	TECHNICAL AND PERSO	606.00
01-32-11-6204	PLANNING AND DESIGN	2,003.40
01-32-11-6253	TELEPHONE	24.77
01-32-11-6260	ADVERTISING	302.26
01-32-61-5234	GROUP LIFE INSURANCE	216.80
01-32-61-5235	ACCIDENTAL DEATH INS	18.98
01-32-61-5236	DISABILITY INSURANCE	159.50
01-32-61-6253	TELEPHONE	363.91
01-4424	ESCROW DEDUCTIONS	10,000.00
01-4604	POLICE MISC REVENUE	-1.11
02-61-71-5234	GROUP LIFE INSURANCE	46.12
02-61-71-5235	ACCIDENTAL DEATH INS	4.04
02-61-71-5236	DISABILITY INSURANCE	33.63
02-61-71-9506	PARK AND RECREATION	62,401.88
02-61-71-9510	STREETS	88,590.56
05-61-71-5234	GROUP LIFE INSURANCE	42.36
05-61-71-5235	ACCIDENTAL DEATH INS	3.71
05-61-71-5236	DISABILITY INSURANCE	30.90
05-61-71-9506	PARK DEVELOPMENT PR	329,684.07
05-61-71-9509	STORMWATER PROJECTS	37,308.98
06-14-31-5234	GROUP LIFE INSURANCE	94.20
06-14-31-5235	ACCIDENTAL DEATH INS	8.25
06-14-31-5236	DISABILITY INSURANCE	42.77
06-14-31-6203	PROFESSIONAL SERVICE	500.00
06-14-31-6212	BUILDING AND GROUND	455.49
06-14-31-6252	NATURAL GAS	2,530.06
06-14-31-6253	TELEPHONE	49.54
06-14-31-6254	WATER AND SEWER	97.33
06-14-31-7301	CHEMICALS & CLEANING	64.72
06-14-31-7307	GASOLINE, PROPANE &	184.98
06-14-32-5234	GROUP LIFE INSURANCE	58.30
06-14-32-5235	ACCIDENTAL DEATH INS	5.10

Account Summary

Account Number	Account Name	Payment Amount
06-14-32-5236	DISABILITY INSURANCE	42.49
06-14-32-6211	EQUIPMENT MAINTENA	1,472.40
06-14-32-6212	BUILDING AND GROUND	114.75
06-14-32-6253	TELEPHONE	24.77
06-14-32-7303	HORTICULTURAL SUPPLI	321.00
06-14-32-7307	GASOLINE, PROPANE &	1,110.38
06-14-33-5234	GROUP LIFE INSURANCE	21.60
06-14-33-5235	ACCIDENTAL DEATH INS	1.89
06-14-33-5236	DISABILITY INSURANCE	15.75
06-14-33-6252	NATURAL GAS	1,084.31
06-14-33-7301	CHEMICALS & CLEANING	45.60
06-14-34-7301	CHEMICALS & CLEANING	36.80
11-61-93-5234	GROUP LIFE INSURANCE	4.77
11-61-93-5235	ACCIDENTAL DEATH INS	0.42
11-61-93-5236	DISABILITY INSURANCE	3.47
11-61-93-9315	SEWER LATERAL REIMB	6,250.30
19-21-23-6211	EQUIPMENT MAINTENA	2,170.11
19-21-23-6212	BUILDING AND GROUND	1,725.00
19-21-23-6250	ELECTRICITY	5,127.84
19-21-23-6252	NATURAL GAS	315.51
19-21-23-6254	WATER AND SEWER	179.74
19-21-23-9503	EQUIPMENT	1,434.30
99-2809	EPAYABLES LIABILITY	94,610.06
Grand Total:		1,259,347.13

Project Account Summary

Project Account Key	Payment Amount
None	761,241.64
21702E	19,242.65
218E	278,828.13
222E	50,855.94
224E	62,401.88
410E	4,790.00
412E	32,518.98
604E	13,090.70
613E	15,682.21
614E	20,395.00
K9 UNITE	300.00
Grand Total:	1,259,347.13

AN ORDINANCE ADOPTING A NEW CODE SECTION PROHIBITING ENTERTAINMENT DEVICES OFFERING MONETARY PRIZES.

WHEREAS, certain business establishments in the City have installed what appear to be unlawful gambling devices; and

WHEREAS, the State has not taken action regarding such devices; and

WHEREAS, the City seeks to protect the public from such devices; and

WHEREAS, a copy of this proposed ordinance was made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein is in the public interest;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

Section 1. New section 210.427 is hereby adopted for inclusion in the City Code of Ordinances, to read as follows:

Section 210.427 – Entertainment Devices Offering Monetary Prizes Prohibited

- (a) No person shall maintain or offer for use by any person, at any place of business in the City of Creve Coeur, any entertainment device that offers a monetary prize to any person regardless of the frequency with which a monetary prize is conferred or the odds of any person realizing a monetary prize.
- (b) For purposes of this section, the term "entertainment device" shall mean any device which operates for the entertainment or amusement of the operator, whether or not manipulated by the operator. The term "entertainment device" includes, but is not limited to, any video game or electronic game or gambling device, regardless of the rules of play. The term "entertainment device" does not include any gambling device which is authorized by the State of Missouri for the premises at which the device is located such as a device which is necessary to participate in any activity which is authorized under Chapter 313 of the Revised Statutes of Missouri. The term "entertainment device" does not include a cellular telephone owned by a person patronizing the place of business.
- (c) For purposes of this section, the term "monetary prize" means any prize in the form of cash, check, bank transfer, negotiable instrument, store credit, gift card or any ticket or other item that is redeemable for cash, check, bank transfer, negotiable instrument, store credit or gift card.

BILL NO. 6207

ORDINANCE NO. _____

- (d) Each entertainment device maintained or offered for use in violation of this section shall constitute a separate offense on each day it is maintained or offered for use.

Section 2. This Ordinance shall become effective 30 days after approval in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2026.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



APPLICATION TO PLANNING AND ZONING COMMISSION

#25-028 AND #25-039: APPLICATIONS FOR A SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT ON LOT 16 FOR A 67-UNIT TOWNHOME DEVELOPMENT, ALONG WITH AN AMENDMENT TO THE OLIA VILLAGE PLANNED MIXED-USE ZONING DISTRICT SITE CONCEPT PLAN AND DEVELOPMENT REGULATIONS FOR THE PROPERTY AT 10300 OLIVE BOULEVARD

FOR THE MEETING OF: Tuesday, January 20, 2026

LOCATION: 10300 Olive Boulevard, Lot 16, Olia Village, located south of Olive Boulevard and west of Lindbergh Boulevard.

REQUEST: George M. Stock, PE, of Stock & Associates Consulting Engineers, on behalf of Grand Communities, LLC, has submitted a Site Development Plan application and Preliminary Subdivision Plat for Lot 16 within the Olia Village Planned Mixed-Use Zoning District located at 10300 Olive Boulevard to construct 67 attached single-family residential townhomes on individual lots within the 11.16-acre site, to be known as The Vale at Olia Village. In association with this application, an amendment to the Olia Village Planned Zoning District Site Concept Plan and Development Regulations, Exhibit B of Amended Ordinance No. 5862, has been submitted. The proposed Site Concept Plan amendment updates the pedestrian and street plan, and tree preservation and replacement plan components of the Olia Village planned zoning district in association with the proposed development of Lot 16. An amendment to the Development Regulations affecting private streets within the development has been submitted to reduce the Minimum Horizontal Radius of Centerline from 150-feet to 80-feet to provide secondary access for Lot 16. Pursuant to Section 405.390.Q. of the Zoning Ordinance, major amendments to the Site Concept and Site Development Plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by City Council. Section 410.110.C.3. of the Subdivision Code requires Planning and Zoning Commission approval for Preliminary Subdivision Plats.

ADDITIONAL INFORMATION: This application was continued from the December 15, 2025 meeting agenda.

APPLICANT'S REPRESENTATIVE: George M. Stock, P.E.
Stock & Associates Consulting Engineers
257 Chesterfield Business Parkway
Chesterfield, MO 63005

PROPERTY OWNER (UNDER CONTRACT): Grand Communities, LLC
3940 Olympic Blvd, Ste 400
Erlanger, KY 41018

REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner

DATE: 1/13/2026

ATTACHMENTS: Applicant's revised materials submitted January 9, 2026, Draft Resolution

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the criteria for Planned Zoning Districts as provided in Section 405.390?
- Does the request meet with the requirements of Ordinance No. 5862?

Creve Coeur 2030 Plan References

- Mixed Use Innovation Campus District (MUIC)
- 39 North Master Plan
- Comprehensive Plan and 39 North Master Plan Amendment for the Former Bayer West Site

Zoning Code References

- Section 405.390: Planned Zoning Districts
- Olia Village Planned Zoning District Development Regulations (Amended Ordinance No. 5862)

Subdivision Code References

- Section 410.100 Preliminary Subdivision Plats

PROJECT BACKGROUND AND PROPOSAL

Lot 16 of the Olia Village development is being developed by Grand Communities LLC as a 67-unit private townhome development. The applicant, George Stock, of Stock and Associates Consulting Engineers, on behalf of Grand Communities, LLC has submitted a Site Development Plan application and Preliminary Subdivision Plat for Lot 16 within Olia Village to construct the 67 townhome units within the 11.16-acre site. The development will be called The Vale at Olia Village. The Site Development Plan includes the construction of 13 buildings of attached 3-story, single-family townhome units, sidewalks and roads within the housing development. Lot 16 is within the Sub-District Category D-Residential Development of the Olia Village PMD and comprises 11.16 acres of the 95.76-acre site. In association with the Site Development Plan, an amendment to the Olia Village Planned-Mixed Use Zoning District Site Concept Plan and Development Regulations, Exhibit B of Amended Ordinance No. 5862, has been submitted. The Site Concept Plan amendment updates the pedestrian, street plan, and tree preservation and replacement plan components of the Olia Village planned zoning district to include the development of Lot 16. An amendment to the Development Regulations affecting private streets within the development has been submitted to reduce the Minimum Horizontal Radius of Centerline from 150-feet to 80-feet to provide the required secondary access for Lot 16. Pursuant to Section 405.390.Q. of the Zoning Ordinance, major amendments to the Site Concept and Site Development Plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by City Council. Section 410.110.C.3. of the Subdivision Code requires Planning and Zoning Commission approval for Preliminary Subdivision Plats.

This item was continued from the December 15, 2025 Planning and Zoning Commission agenda in order to provide the applicant additional time to make the changes to the site plan requested by the Commission. The applicant submitted revised plans on January 9, 2026. The revised plans will be discussed in this staff report. The revisions to the proposed plans include the addition of a 5 foot wide sidewalk on the east side of the internal street serving Lots 23-51, which previously did not have direct access to a sidewalk, the loss of one visitor parking space to accommodate this change, the sidewalk proposed along Olive Cove was shifted back 6 feet from the back of curb to provide a tree lawn between the sidewalk and the street, and the Meridian product, located on Lots 1-22, was revised to include a 2 foot façade setback between units. The preliminary plat, the site development plan and the amended site concept plan sheets have also been updated to reflect these revisions.

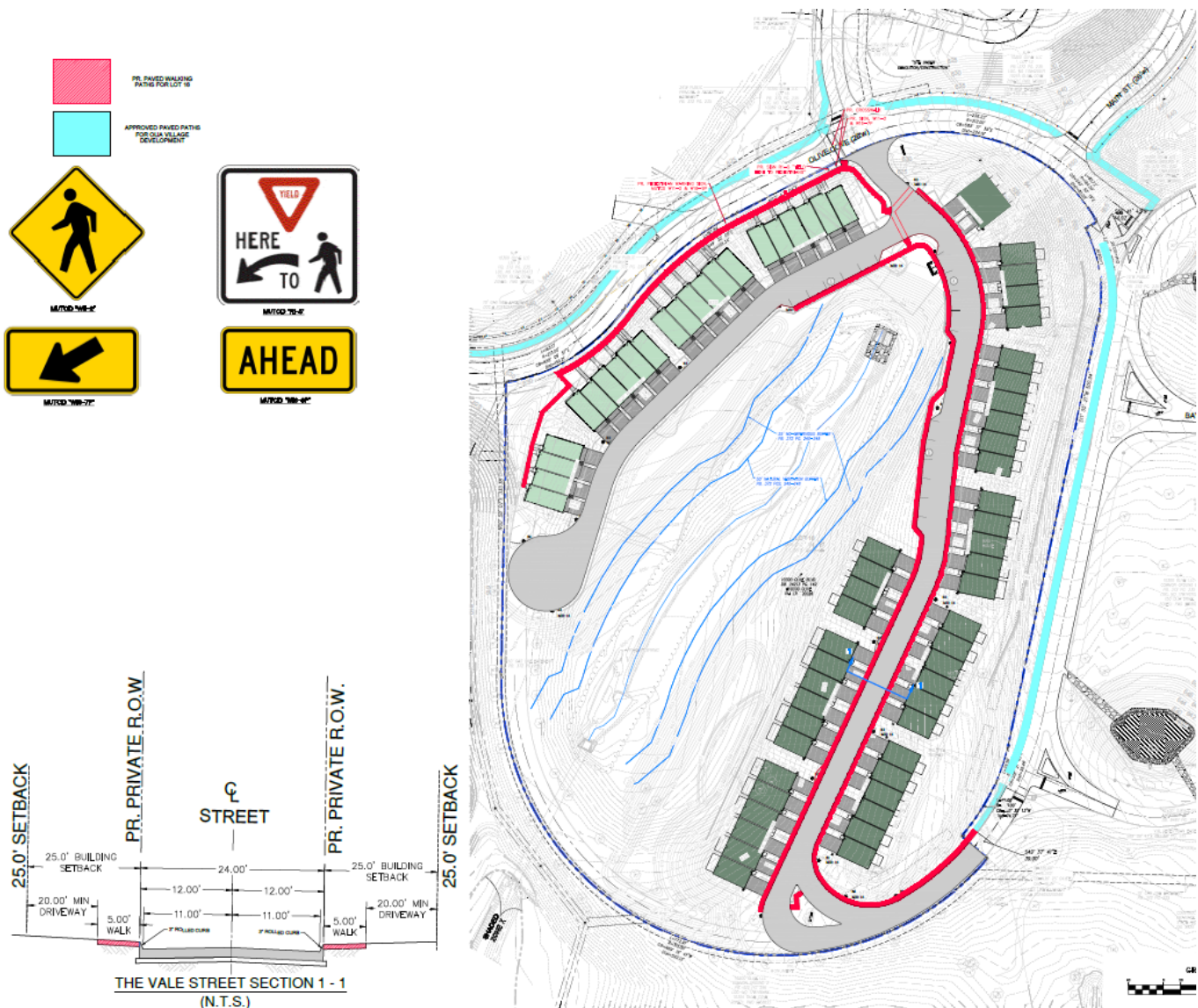


Figure 1: Revised Site Development Plan Sheet C3.1 showing 5-foot-wide sidewalks connecting each unit to the Olia Village Sidewalk system.

SIDEWALK REVISIONS

The revisions to the Site Development Plan include the incorporation of a 5-foot-wide sidewalk along the internal street within Lot 16 to connect Lots 23-51 to direct access to a sidewalk, per the request of the Planning and Zoning Commission. In order to incorporate the new sidewalk into the site plan, the street was shifted west resulting in the loss of 1 visitor parking space proposed adjacent to the creek. There are now 14 provided visitor spaces instead of 15. The retaining wall adjacent to the visitor parking spaces was raised 3 feet for a total height of 9 feet in order to not encroach into the required stream bank buffer in the middle of the lot. Per Staff request, the sidewalk adjacent to Olive Cove servicing Lots 1-22 was moved 6 feet back from the curb and a tree lawn was provided. All lots within Lot 16/The Vale at Olia Village development are now provided with direct access to a sidewalk that connects to the overall internal sidewalk system throughout the Olia Village development. Fig. 1. shows the updated Pedestrian Plan sheet within the Site Development Plan. The red lines show the Lot 16 internal sidewalk and the blue line shows the sidewalks within the greater Olia Village development. The Amended Site Concept Plan sheets for the overall Pedestrian Plan and Street Plan for Olia Village have also been revised to reflect these changes, Fig 2.



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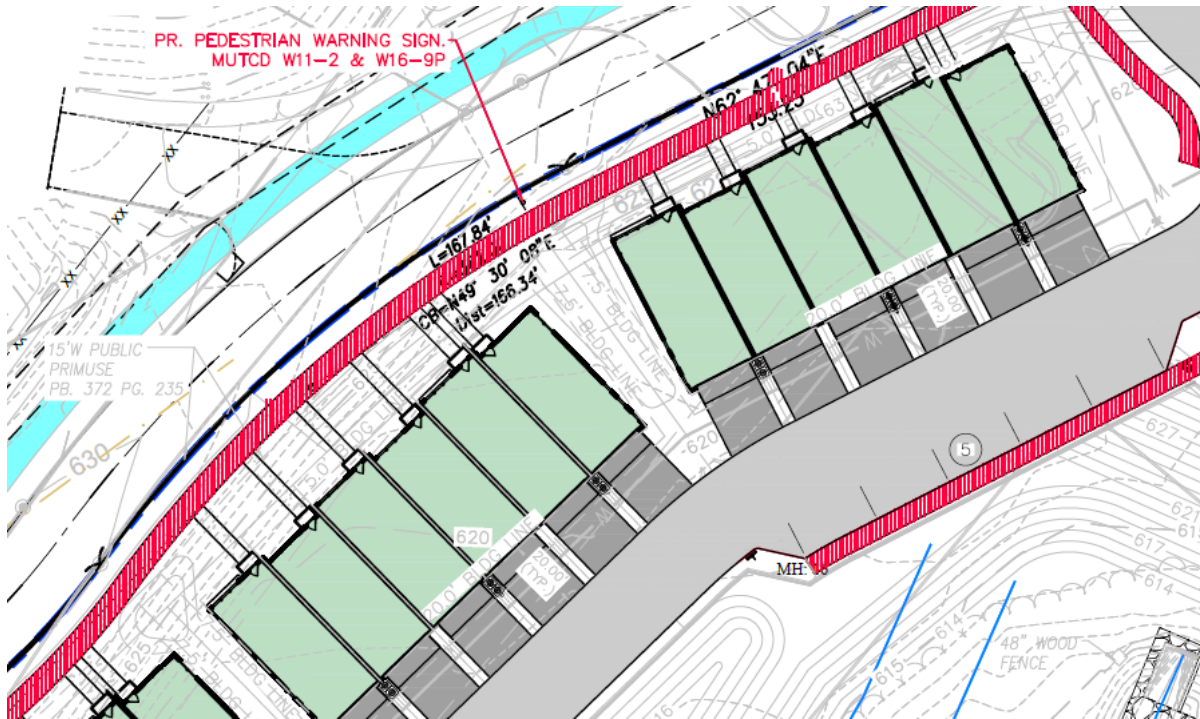


Figure 3: Close up from Sheet C3.1 of the Site Development Plan highlighting the offsets between units.

ARCHITECTURAL REVISIONS

The applicant has included an additional sheet, Sheet C3.2, within the Site Development Plan to address the side elevations of “high impact” buildings. Staff requested that the plans make clear the intentions to include the brick material to completely cover each exposed end of the building when visible and not facing another set of units. Sheet C3.2 includes updated side elevations for the “Logan” and “Meridian” product types showing full brick on the ends as well as an updated site plan showing which units will receive this elevation treatment. Lots 1, 4, 17, 22-24, 46, 51, 52, 57, 64 and 6 will include full brick side elevation instead of the Hardie board material proposed for the rear and low visibility side elevations of each set of units, see Fig. 4.

The applicant has also provided additional color options for each set of product types. The main brick color for all units will be white washed brick in the color “Alpine Select” for the top two floors of all buildings. Each product type, the “Logan” along Olive Cove and the “Meridian” along the internal street, will have alternating brick colors on the first floor. Every other building will either have a lighter neutral brick in the shade “Irongate” or a dark brown brick in the shade “Bourbon Trail.” There will also be alternative door and trim accent colors in a warm neutral color palette. The color variations will help to break up the monotony of having identical buildings in a row next to each other and will instead provide some variation not only in style between the two product types but also in color scheme. See Fig. 5-6.

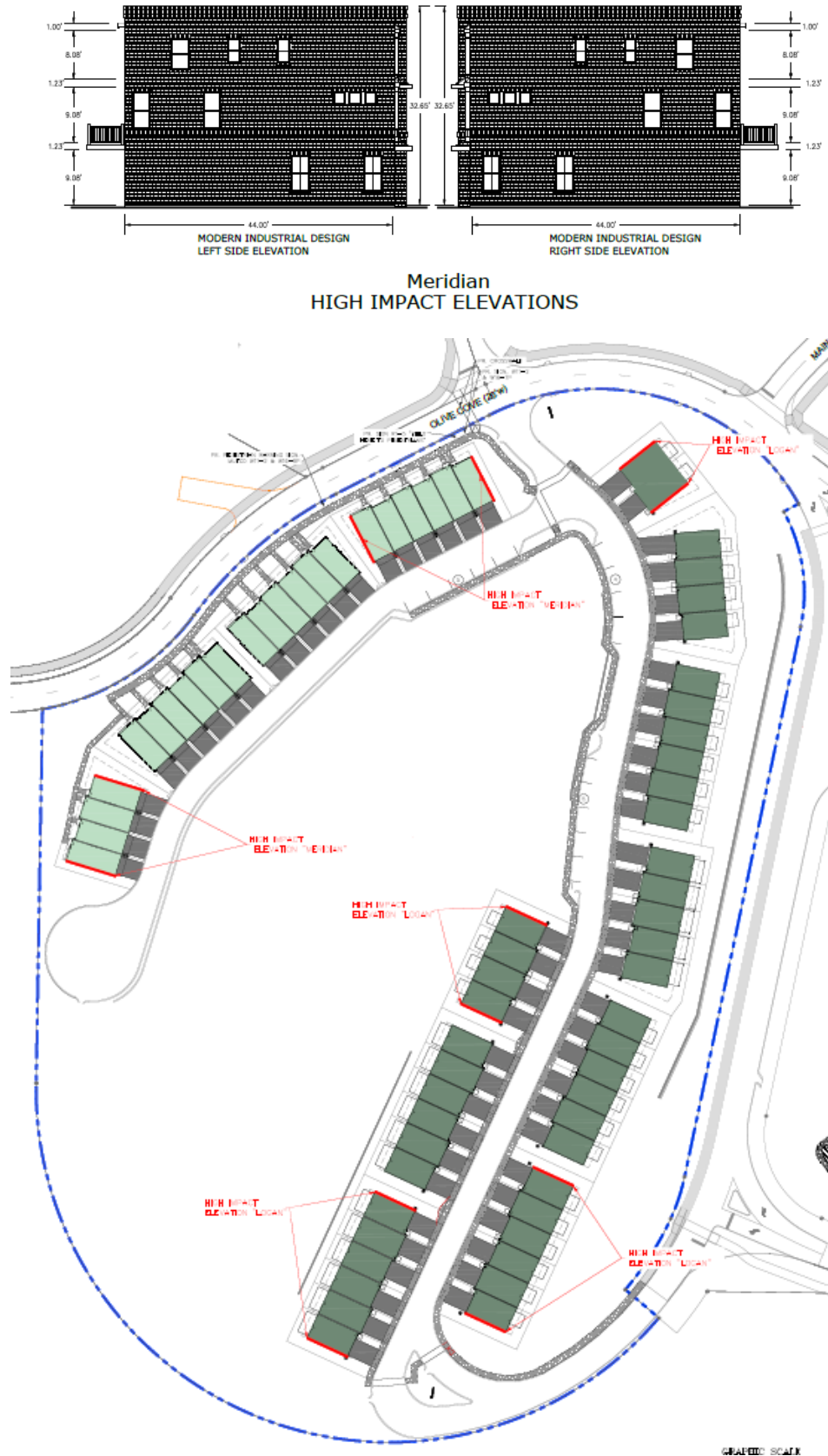


Figure 4: Sheet C3.2 showing full brick High Impact side elevations.

THE VALE AT OLIA VILLAGE COLOR PACKAGE - MERIDIAN

Package 1



Upper Brick: Alpine
Select



Lower Brick: Irongate

Dark Granite
PPG1005-7

Trim and Garage Doors

Spiced Wine
PPG1016-7

401 Door

Tortuga
PPG1032-5

402 Door

PPG Paint
is Tattered Teddy
(1072-5)

403 Door

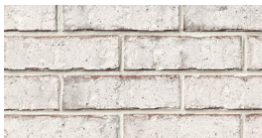
Plunge Pool
PPG1029-7

404 Door

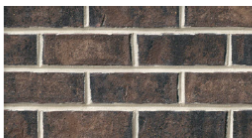
Figure 5: Meridian style with color package 1.

THE VALE AT OLIA VILLAGE COLOR PACKAGE - LOGAN

Package 2



Upper Brick: Alpine
Select



Lower Brick: Bourbon
Trail

Dark Granite
PPG1005-7

Trim and Garage Doors
/ including panel board
between windows

Spiced Wine
PPG1016-7

401 Door

Tortuga
PPG1032-5

402 Door

PPG Paint
is Tattered Teddy
(1072-5)

403 Door

Plunge Pool
PPG1029-7

404 Door

Figure 6: Logan style with color package 2.

LANDSCAPING REVISIONS

Sheet L1.01 provides the proposed landscaping for Lot 16. This sheet has been revised to accommodate the new sidewalk locations and include additional landscaping along Olive Cove. Moving the sidewalk back 6 feet from the curb created a tree lawn that will include the required Street trees. Lot trees closer to the units were also provided for a layered landscaping effect. See Fig. 7.



Figure 7: Revised Landscaping Plan.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the Lot 16 Site Development Plan substantially meets with the approved Olia Village Site Concept Plan, and the requirements of the Olia Village Development Regulations, as amended by this proposal, as well as with the City's applicable Zoning Regulations, subject to the following conditions and any further discussion by the Planning and Zoning Commission.

The following are the recommended conditions of approval for the Site Concept Plan amendments and the amended Development Regulations for Olia Village:

1. All requirements of Amended Ordinance No. 5862 shall remain in effect as hereby amended.
2. Pursuant to Section 405.390.K.2., the applicable components of the amended Site Concept Plan shall be recorded in the office of the St. Louis County Recorder of Deeds and proof of recording shall be provided to the City prior to any permits being issued.

The following are the recommended conditions of approval for the Lot 16 Site Development Plan:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations of the townhomes shall be in substantial conformance in design, color and materials, with the "Meridian and Logan Modern Industrial Elevations" received January 9, 2026 as bound together and submitted in conjunction with Application #25-028 by Fischer Homes, except as modified below.
2. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," received January 9, 2026, as bound together and submitted in conjunction with Application #25-028 by Stock & Associates, except as modified below.
3. The building elevations on Lots 1, 4, 17, 22-24, 46, 51, 52, 57, 64 and 6 as depicted on the site development plan and preliminary plat shall have brick returns on the full side exterior elevations.
4. A Final Landscape Plan shall be submitted with the Building Permit and Site Improvement Permit applications for Staff review and approval in substantial conformance with the Concept Landscape Plan received January 9, 2026, by Loomis Associates. The Final Landscape Plan shall provide irrigation within the common ground areas along the exterior street frontages and at both entries. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance or Section H. Light Requirements of the Olia Village Development Standards, as appropriate, and the provided photometric plan for the entire site received January 9, 2026.
6. The subdivision entry signs, as shown on the plans, one located at each entrance to the subdivision, are approved subject to landscaping being provided at the base of each sign and final design approval by staff in association with the sign permit application. After final approval by staff, these residential development signs shall be incorporated into the overall Olia Village Master Sign Plan.
7. A final subdivision plat and accompanying subdivision declaration for The Vale at Olia Village shall be submitted for Planning and Zoning Commission and City Council approval pursuant to Section 410.140 of the Subdivision Code and Section 405.390.H. of the Zoning Code prior to issuance of any building permits.
8. Pursuant to Section 405.390.N. the site development plan shall be valid for a period of twelve (12) months from the date of approval. Within such period a building permit shall be obtained, and substantial construction commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission may grant extensions regarding the validity of a site development plan not exceeding twelve (12) months each upon written request of the original

applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission shall have the power in such cases to attach new conditions to their re-approval or to disapprove the reapplication.

Review of preliminary plats is a ministerial act that should be approved if the proposed plat substantially meets all development standards provided by Amended Ordinance No. 5862 and those of any other applicable City regulations. This application does substantially meet all applicable codes for the Olia Village Planned Mixed Use Development Zoning District, subject to the following suggested conditions of approval:

1. A final plat for the Vale at Olia Village shall be submitted for review by the Planning and Zoning Commission with approval of the final plat by the City Council.

ACTION

If the Planning and Zoning Commission finds the Site Development Plan application and proposed Draft Ordinance, and Site Concept Plan Amendments to be in conformance with the Site Concept Plan, regulations of the Zoning Code and Attachment B, it may vote on a recommendation to the City Council. Any changes to the motion or Draft Resolution should be discussed and made by separate actions.

Approval of the Preliminary Plat must be made by separate motion listed below.

MOTIONS

The following is an example of an appropriate motion for the Site Development Plan and Site Concept Plan Amendment application:

“I move to recommend approval of the Site Concept Plan and Development Regulations Amendments and the Site Development Plan for Olia Village Lot 16 at 10300 Olive Boulevard, subject to the conditions discussed in the Staff Report and draft ordinance for the meeting of January 9, 2026” (conditions may be added, eliminated, or modified by preceding motion).

Action on the Preliminary Plat will be in the form of a motion for approval as presented, or approval with additional conditions, to meet all technical requirements. City Council action is not required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to approve The Vale at Olia Village preliminary plat with the conditions outlined in the staff report for the subdivision at Lot 16 of the Olia Village Planned Mixed Use Development as shown in the Preliminary Plat, received January 9, 2026, as part of Application #25-039. (Other conditions may be added, eliminated, altered, and modified by prior motion).

Once the Commission has approved the preliminary plat, the Applicant may proceed with preparing the Final Plat for Planning and Zoning Commission review and approval by the City Council. The Subdivision Improvement Plans will be submitted at a later date and will be subject to the conditions listed above.

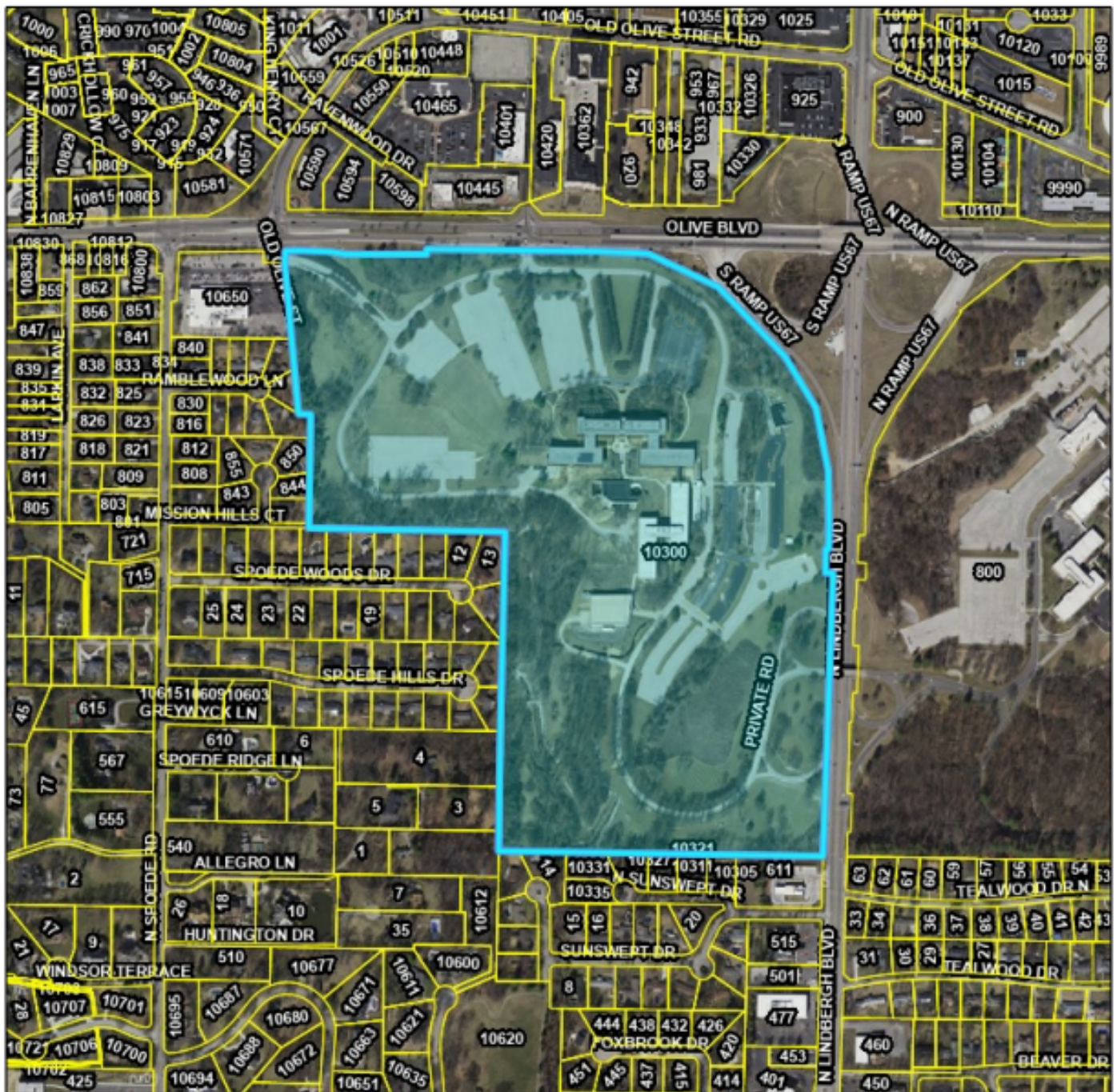
APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

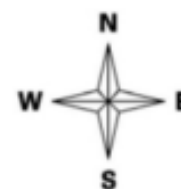
Aerial Photo



City Limits

Parcels

April 23, 2025



Prepared By

HORNER+SHIFFRIN

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SITE CONCEPT
PLAN AND DEVELOPMENT REGULATIONS, AND APPROVING A SITE
DEVELOPMENT PLAN FOR LOT 16 WITHIN THE OLIA VILLAGE PLANNED
MIXED-USE DISTRICT LOCATED AT 10300 OLIVE BOULEVARD**

WHEREAS, on November 13, 2023, the City Council adopted Amended Ordinance 5862 which established the Olia Village Planned Mixed-Use Zoning District; and

WHEREAS, Section 405.390.Q. of the Zoning Code states that major amendments to the approved Site Concept Plan shall follow the same review procedures as a new application within established Planned Zoning Districts; and

WHEREAS, Section 405.390.G. of the Zoning Code states that Site Development Plans within Planned Zoning Districts shall be submitted for each specific building or phase within the project, for review by the Planning and Zoning Commission and approval by the City Council; and

WHEREAS, an application has been submitted by George M. Stock, PE, of Stock & Associates Consulting Engineers, on behalf of Grand Communities, LLC, for approval of an amendment to the Site Concept Plan and Development Regulations authorized by Amended Ordinance No. 5862, and for approval of a Site Development Plan for Lot 16 within the Olia Village Planned Mixed-Use District located at 10300 Olive Boulevard for 67 attached townhomes and to establish connecting private streets and pedestrian facilities within the development; and

WHEREAS, the applicant also submitted the preliminary plat to subdivide Lot 16 within the Olia Village Creve Coeur subdivision into 67 individual lots with common ground and private rights-of-way for the development of attached townhouses, known as The Vale at Olia Village, for approval by the Planning and Zoning Commission; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 15, 2025 and Tuesday, January 20, 2026, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application; and

WHEREAS, notice of said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the amendment to the Site Concept Plan and Development Standards, and the Lot 16 Site Development Plan subject to conditions and approved the Lot 16 Preliminary Subdivision Plat subject to conditions at its meeting on January 20, 2026; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The amendment to the Site Concept Plan and the Development Regulations for Olia Village as submitted on January 9, 2026 are hereby approved subject to the following conditions:

1. All requirements of Amended Ordinance No. 5862 shall remain in effect as hereby amended.
2. Pursuant to Section 405.390.K.2., the applicable components of the amended Site Concept Plan shall be recorded in the office of the St. Louis County Recorder of Deeds and proof of recording shall be provided to the City prior to any permits being issued.

SECTION 2: The Lot 16 Site Development Plan as submitted on January 9, 2026, is hereby approved subject to the following conditions:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations of the townhomes shall be in substantial conformance in design, color and materials, with the "Meridian and Logan Modern Industrial Elevations" received January 9, 2026 as bound together and submitted in conjunction with Application #25-028 by Fischer Homes, except as modified below.
2. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," received January 9, 2026, as bound together and submitted in conjunction with Application #25-028 by Stock & Associates, except as modified below.
3. A Final Landscape Plan shall be submitted with the Building Permit and Site Improvement Permit applications for Staff review and approval in substantial conformance with the Concept Landscape Plan received January 9, 2026, by Loomis Associates. The Final Landscape Plan shall provide irrigation within the common ground areas along the exterior street frontages and at both entries. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance or Section H. Light Requirements of the Olia Village Development Standards, as appropriate, and the provided photometric plan for the entire site received January 9, 2026.
5. The subdivision entry signs, as shown on the plans, one located at each entrance to the subdivision, are approved subject to landscaping being provided at the base of each sign and final design approval by staff in association with the sign permit application. After final approval by staff, these residential development signs shall be incorporated into the overall Olia Village Master Sign Plan.
6. A final subdivision plat and accompanying subdivision declaration for The Vale at Olia Village shall be submitted for Planning and Zoning Commission and City Council approval pursuant to Section 410.140 of the Subdivision Code and Section 405.390.H. of the Zoning Code prior to issuance of any building permits.
7. Pursuant to Section 405.390.N. the site development plan shall be valid for a period of twelve (12) months from the date of approval. Within such period a building permit shall be obtained, and substantial construction commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission may grant extensions regarding the validity of a site development plan not exceeding twelve (12) months each upon written request of the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission shall have the power in such cases to attach new conditions to their re-approval or to disapprove the reapplication.

BILL NUMBER 6208

ORDINANCE NUMBER _____

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2026.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

THE VALE AT OLIA VILLAGE COLOR PACKAGE - MERIDIAN

Package 1



Trim and Garage Doors



401 Door



402 Door



403 Door



404 Door



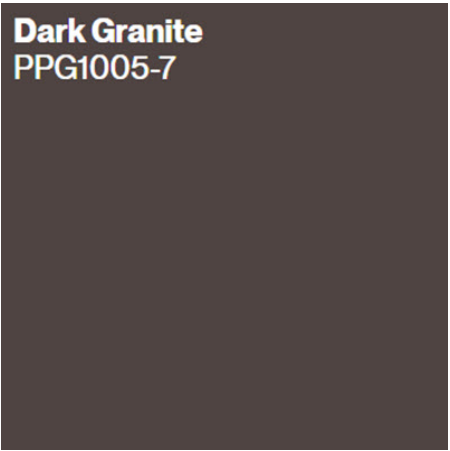
Upper Brick: Alpine Select



Lower Brick: Irongate

THE VALE AT OLIA VILLAGE COLOR PACKAGE - MERIDIAN

Package 2



Trim and Garage Doors



401 Door



402 Door



403 Door



404 Door



Upper Brick: Alpine
Select



Lower Brick: Bourbon
Trail

THE VALE AT OLIA VILLAGE COLOR PACKAGE - LOGAN

Package 1



Dark Granite
PPG1005-7

Trim and Garage Doors
/ including panel board
between windows

Spiced Wine
PPG1016-7

401 Door

Tortuga
PPG1032-5

402 Door

PPG Paint
Tattered Teddy
(1072-5)

403 Door

Plunge Pool
PPG1029-7

404 Door



Upper Brick: Alpine
Select



Lower Brick: Irongate

THE VALE AT OLIA VILLAGE COLOR PACKAGE - LOGAN

Package 2



Dark Granite
PPG1005-7

Trim and Garage Doors
/ including panel board
between windows

Spiced Wine
PPG1016-7

401 Door

Tortuga
PPG1032-5

402 Door

PPG Paint
Tattered Teddy
(1072-5)

403 Door

Plunge Pool
PPG1029-7

404 Door



Upper Brick: Alpine
Select



Lower Brick: Bourbon
Trail













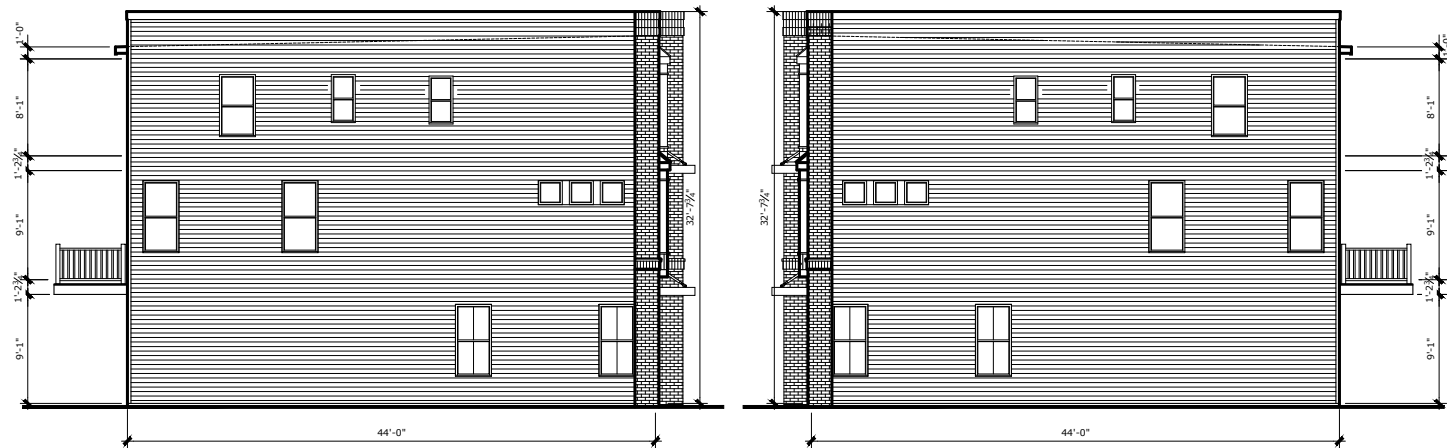


FRONT ELEVATION



HIGH IMPACT LEFT SIDE ELEVATION

HIGH IMPACT RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION



REAR ELEVATION

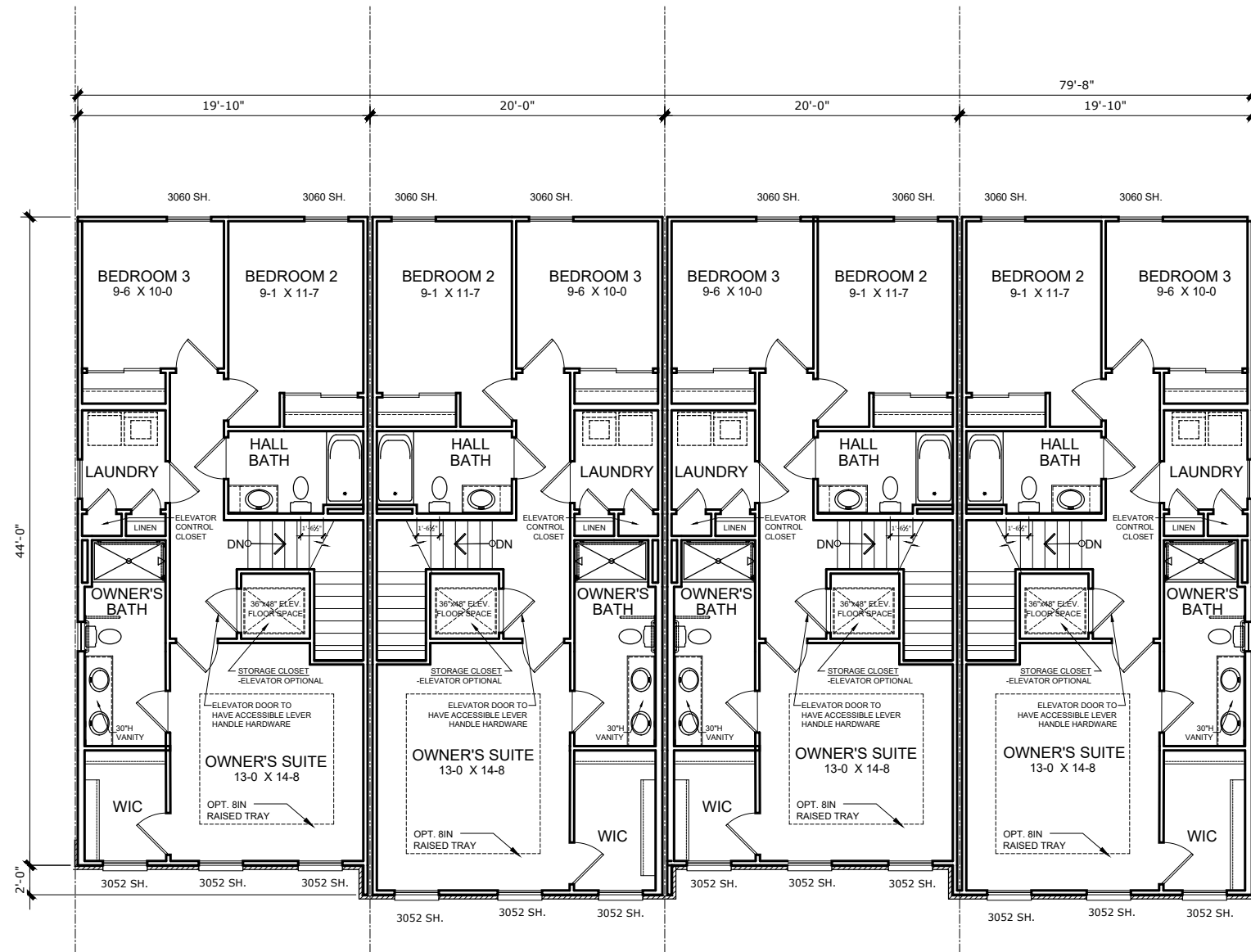


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MERIDIAN 4-UNIT BUILDING 'MODERN INDUSTRIAL'

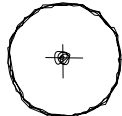
Sheet
2

NOT FOR CONSTRUCTION

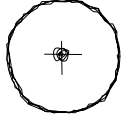


UPPER LEVEL

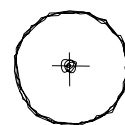
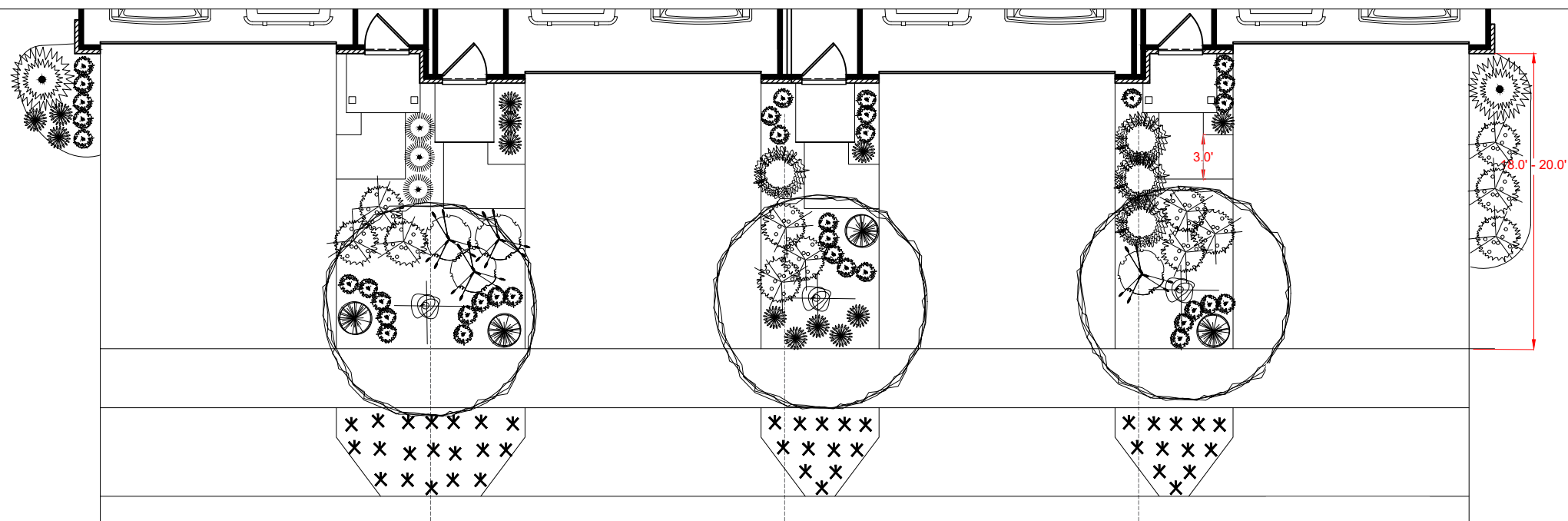
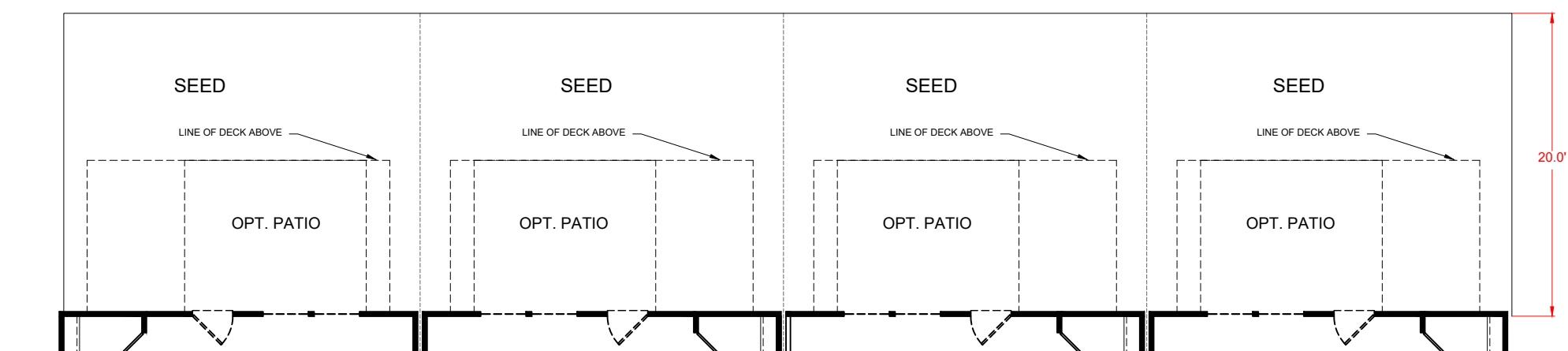
SUN

	DECIDUOUS TREE UPRIGHT OAK URBAN SUNSET MAPLE OCTOBER GLORY MAPLE AUTUMN BLAZE MAPLE SKYLINE HONEYLOCUST AUTUMN GOLD GINKGO (MALE) LACEBARK ELM LITTLE LEAF LINDEN		UPRIGHT EVERGREEN UPRIGHT JUNIPER LEYLAND CYPRESS SCHIPKAENSIS CHERRY LAUREL
	ORNAMENTAL TREE CRAPE MYRTLE BLOODGOOD JAPANESE MAPLE ASSORTED REDBUD CRIMSON POINT PLUM SEVEN SON FLOWER		MEDIUM EVERGREEN SHRUB BIRDS NEST SPRUCE GREY OWL JUNIPER GOLD JUNIPER VARIETIES DWARF CREEPING JUNIPER
	DWARF STANDARD ORNAMENTAL TREE STANDARD CRABAPPLE STANDARD VIBURNUM DWARF WEEPING CHERRY		ORNAMENTAL GRASS HEAVY METAL SWITCH NORTHWIND SWITCH ADAGIO MAIDEN FEATHER REED SCOUT MAIDEN
	MEDIUM DECIDUOUS SHRUB (MAX 5' TALL AT MATURITY) PROVEN WINNER HYDRANGEAS MONROVIA HYDRANGEAS SPILLED WINE WEIGELA MIDNIGHT WINE WEIGELA COMPACT BURNING BUSH JUDD VIBURNUM BURKWOOD VIBURNUM		DWARF ORNAMENTAL GRASS KARLEY ROSE DWARF FOUNTAIN HAMELIN DWARF FOUNTAIN LITTLE ZEBRA
	DWARF DECIDUOUS SHRUB (MAX 30" AT MATURITY) PROVEN WINNER SPIREAS MONROVIA SPIREAS PYGMY BARBERRY		PERENNIAL THREADLEAF COREOPSIS DWARF SHASTA DAISY STELLA D'ORO DAYLILY LITTLE SPIRES RUSSIAN SAGE DIANTHUS VARIETIES PROVEN WINNER ECHINACEAS HARDY SEDUM VARIETIES
	BROADLEAF EVERGREEN WINTERGREEN BOXWOOD GREEN VELVET BOXWOOD GREEN GEM BOXWOOD CHINA HOLLY INKBERRY		BIG BLUE LIRIOPE

SHADE

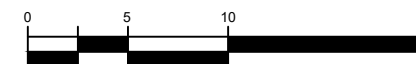
	DECIDUOUS TREE UPRIGHT OAK URBAN SUNSET MAPLE OCTOBER GLORY MAPLE AUTUMN BLAZE MAPLE SKYLINE HONEYLOCUST AUTUMN GOLD GINKGO (MALE) LACEBARK ELM LITTLE LEAF LINDEN		UPRIGHT EVERGREEN EMERALD GREEN ARBORVITAE
	ORNAMENTAL TREE KOUSA DOGWOOD CLUMP SERVICEBERRY		MEDIUM EVERGREEN SHRUB BIRDS NEST SPRUCE PJM RHODODENDRON KAREN AZALEA GOLD THREAD FALSE CYPRESS
	DWARF STANDARD ORNAMENTAL TREE STANDARD HYDRANGEA THREADLEAF JAPANESE MAPLE		ORNAMENTAL GRASS MORNING LIGHT MAIDEN SHENANDOAH SWITCH KARL FOERSTER FEATHER REED
	MEDIUM DECIDUOUS SHRUB (MAX 5' TALL AT MATURITY) PROVEN WINNER HYDRANGEAS MONROVIA HYDRANGEAS JUDD VIBURNUM BURKWOOD VIBURNUM		DWARF ORNAMENTAL GRASS KARLEY ROSE DWARF FOUNTAIN HAMELIN DWARF FOUNTAIN EVERGOLD SEDGE
	DWARF DECIDUOUS SHRUB (MAX 30" AT MATURITY) PROVEN WINNER DWARF HYDRANGEA MONROVIA DWARF HYDRANGEA		PERENNIAL BRUNNERA EPIMEDIUM PULMONARIA BLEEDNG HEART BIGROOT GERANIUM DEADNETTLE COLUMBINE HOSTA VARIETIES
	BROADLEAF EVERGREEN WINTERGREEN BOXWOOD GREEN VELVET BOXWOOD GREEN GEM BOXWOOD		BIG BLUE LIRIOPE

Notes:
1. Sun and shade lists apply to zones 5, 6, and 7. For other hardiness zones, plant equivalent small, colorful, maintainable, hardy plants.



Notes:

1. Trees shall be planted a minimum 2 caliper inches.
2. All trees shall be planted a minimum distance of 4' from trunk to building foundation.
3. Except for perennials, no plant material is to be planted within 2' of a building face.
4. Cannot repeat plant selection on adjacent units. E.g. if boxwood is used for broadleaf evergreen on one unit, boxwood may not be used as the broadleaf evergreen on adjacent units.
5. No turf area is to be smaller than 24" in length or width. Areas smaller than 24" in any direction are to be mulched.



TEM_UI_Midtown-Brookline
Landscape_Typical_4UNIT

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DATE: September 17, 2020

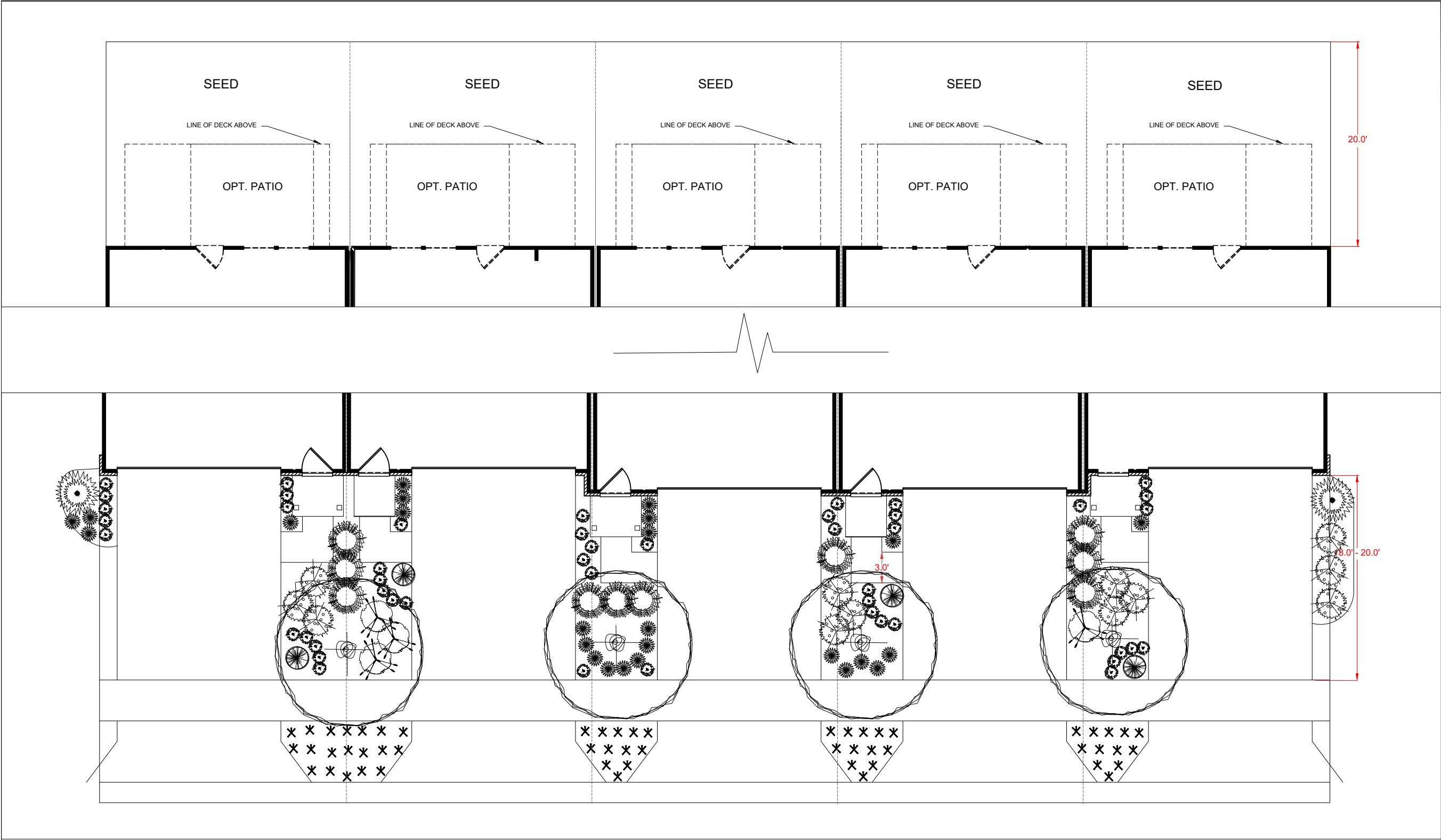
REVISÉ: April 3, 2023

DRAWN BY: NDS

SCALE: 1.0" = 10.0'

UI_Landscape 2 of 16

FISCHER HOMES



DECIDUOUS TREE

ORNAMENTAL TREE

DWARF STANDARD ORNAMENTAL TREE

MEDIUM DECIDUOUS SHRUB

DWARF DECIDUOUS SHRUB

UPRIGHT EVERGREEN

BROADLEAF EVERGREEN

MEDIUM EVERGREEN SHRUB

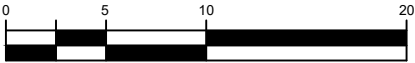
ORNAMENTAL GRASS

DWARF ORNAMENTAL GRASS

PERENNIAL

BIG BLUE LIRIOPE

- Notes:
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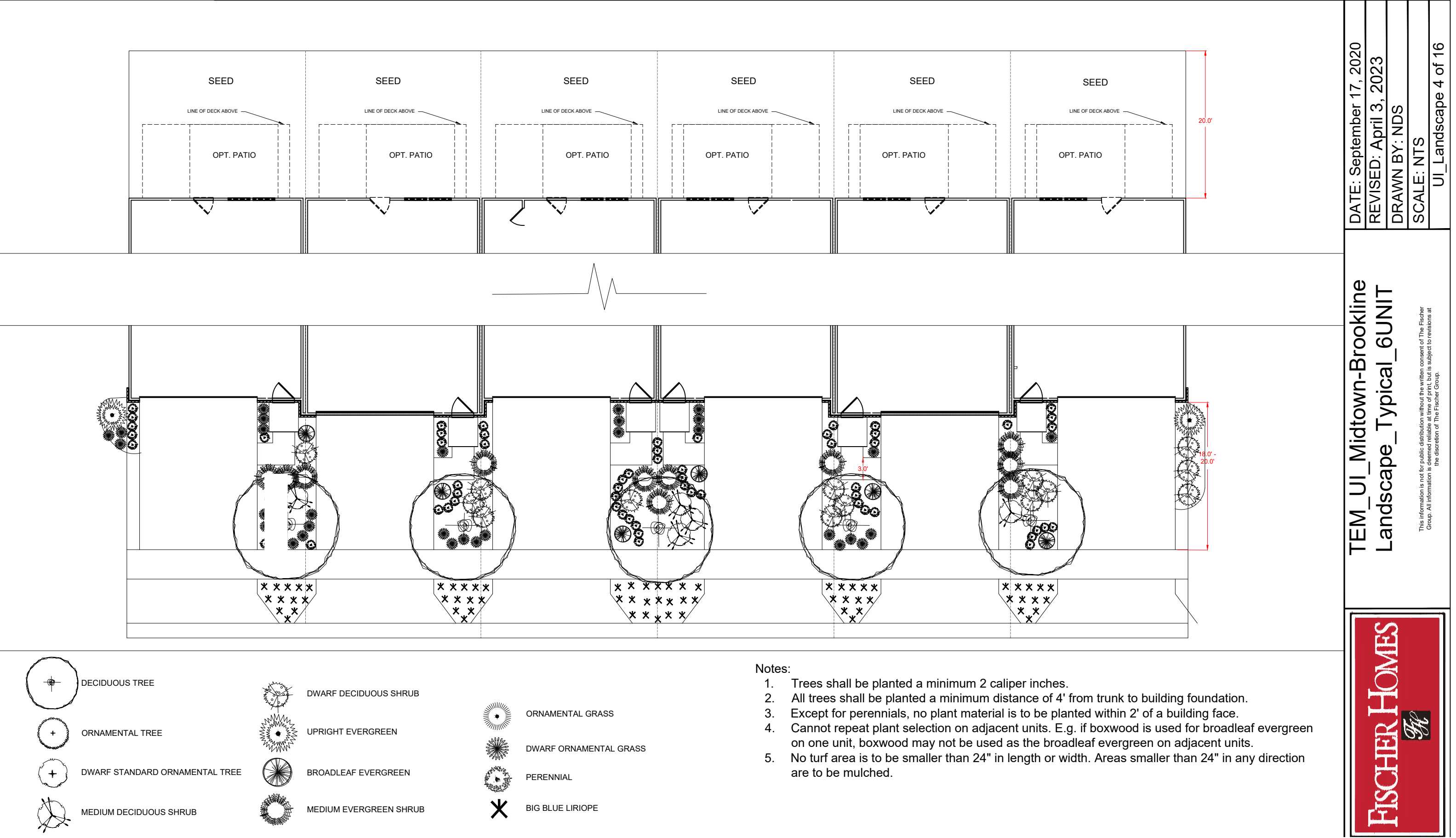


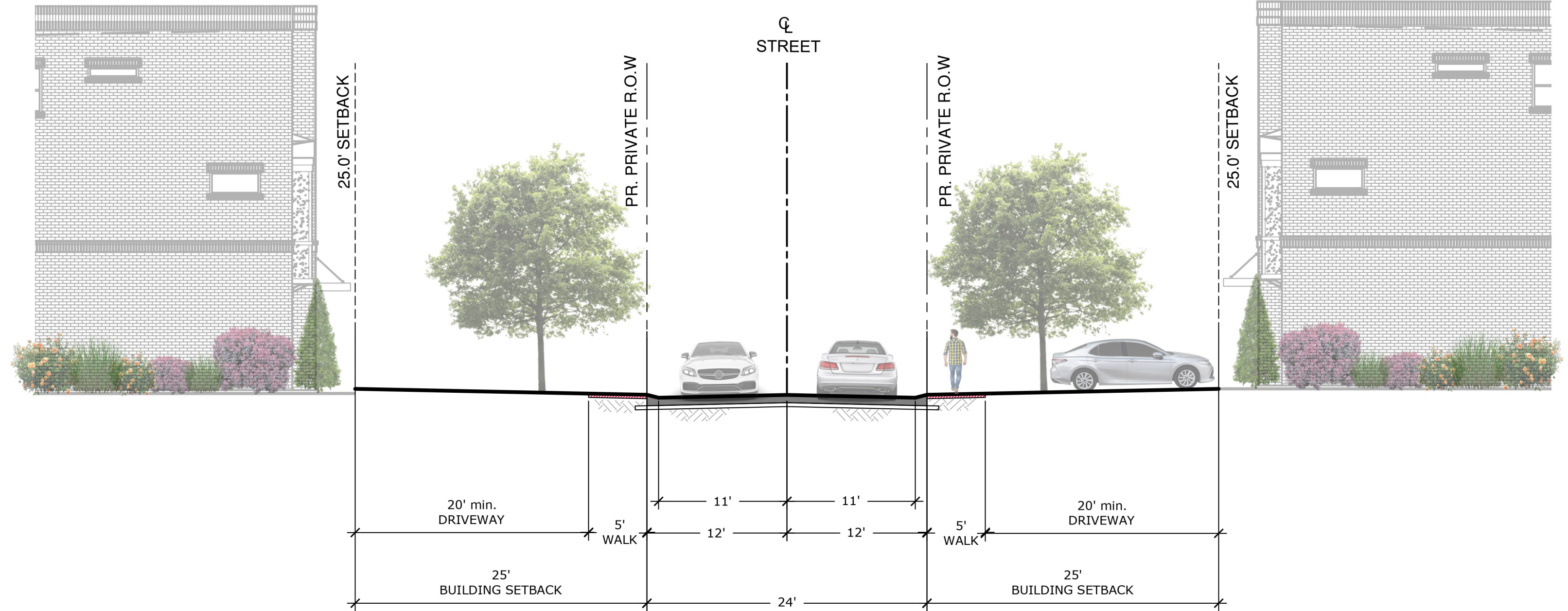
DATE: September 17, 2020
REVISED: April 3, 2023
DRAWN BY: NDS
Scale: 1.0" = 10.0'
UI_Landscape 3 of 16

TEM_UI_Midtown-Brookline
Landscape_Typical_5UNIT

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THE VALE AT OLIA VILLAGE

SECTION

SCALE: 1-1/2"=1'-0"

Grand Communities, LLC

The Vale at Olia Village

City of Creve Coeur, St. Louis County, Missouri

Cross Section

SITE DEVELOPMENT PLAN
THE VALE AT OLIA VILLAGE

A TRACT OF LAND BEING LOT 16 OF OLIA VILLAGE CREVE COEUR AS RECORDED IN
PLAT BOOK 372, PAGE 235 LOCATED TOWNSHIP 45 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI
PROPERTY ZONED PDM ORD.# 5862



PERTINENT DATA

LOCATOR NO.: 17M40026
OWNER UNDER CONTRACT: GRAND COMMUNITIES, LLC
LOT AREA: 11.157 Acres ±
ZONING: PMD (ORD. #5862)
SITE ADDRESS: 10300 OLIVE BLVD.
CREVE COEUR, MISSOURI 63141
FIRE DISTRICT: CREVE COEUR
SCHOOL DISTRICT: LADUE
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: DEER CREEK
FEMA MAP: 29189C0192K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

GENERAL NOTES:

- SUBJECT PROPERTY IS ZONED PMD ORD.# 5862 CATEGORY D RESIDENTIAL SUB-DISTRICT SETBACKS:
1. FRONT YARD: 5'
2. SIDE YARD: NONE OR 7.5'
3. REAR YARD: 5'
4. MIN. DISTANCE BETWEEN BUILDINGS OR UNIT CLUSTERS: 15'
5. BUFFER YARD: NONE
NOTE: THE ABOVE ZONING PROVIDED BY THE CITY OF CREVE COEUR, AND TO VERIFY THE CLIENT SHOULD OBTAIN A ZONING ENDORSEMENT FROM THEIR TITLE COMPANY.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 29189C0192K WITH AND EFFECTIVE DATE OF 2/4/2015.
- UTILITIES SHOWN HEREON ARE SHOWN FROM RECORD AND/OR SURVEY INFORMATION. INFORMATION AS SHOWN FOR UNDERGROUND UTILITIES HAS BEEN COMPILED FROM FIELD OBSERVATIONS, THE AVAILABLE RECORDS OF THE VARIOUS UTILITY COMPANIES CONCERNED, AND AS MARKED IN THE FIELD BY THE MISSOURI ONE CALL SYSTEM, 1 (800) 344-7483. THERE MAY EXIST UTILITIES THAT ARE NOT SHOWN HEREON. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL THE MISSOURI ONE CALL SYSTEM TO VERIFY UTILITY LOCATIONS BEFORE DIGGING.

UTILITY NOTE:
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND 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.

ABBREVIATIONS

ATG - ADJUST TO GRADE
B.C. - BACK OF CURB
BW - BOTTOM OF WALL ELEV.
C.O. - CLEANOUT
DB. - DEED BOOK
E - ELECTRIC
ELEV. - ELEVATION
EX. - EXISTING
F.C. - FACE OF CURB
FL - FLOWLINE
FT. - FEET
FND. - FOUND
G - GAS
H.W. - HIGH WATER
LFB - LOW FLOW BLOCKED
M.H. - MANHOLE
N/F - NOW OR FORMERLY
PB. - PLAT BOOK
PG. - PAGE
PR. - PROPOSED
P.V.C. - POLYVINYL CHLORIDE PIPE
R.C.P. - REINFORCED CONCRETE PIPE
R/W - RIGHT-OF-WAY
SQ. - SQUARE
T - TELEPHONE CABLE
TW - TOP OF WALL ELEV.
T.B.A. - TO BE ABANDONED
T.B.R. - TO BE REMOVED
T.B.R.&R. - TO BE REMOVED AND REPLACED
TYP. - TYPICALLY
U.I.P. - USE IN PLACE
U.O.N. - UNLESS OTHERWISE NOTED
V.C.P. - VITRIFIED CLAY PIPE
W - WATER
(86'W) - RIGHT-OF-WAY WIDTH

LEGEND

BENCH MARK
FOUND IRON ROD
FOUND IRON PIPE
RIGHT OF WAY MARKER
UTILITY POLE
SUPPORT POLE
UTILITY POLE WITH LIGHT
LIGHT STANDARD
ELECTRIC METER
ELECTRIC MANHOLE
ELECTRIC PEDESTAL
ELECTRIC SPLICE BOX
ELECTRIC BREAKER
GAS DRIP
GAS METER
GAS VALVE
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
TELEPHONE SPLICE BOX
CABLE TV PEDESTAL
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
WATER MANHOLE
WATER METER
WATER VALVE
POST INDICATOR VALVE
CLEAN OUT
STORM MANHOLE
GRADED MANHOLE
STORMWATER INLET
GRADED STORMWATER INLET
SANITARY MANHOLE
TREE
BUSH
TRAFFIC SIGNAL
PARKING METER
STREET SIGN
SPRINKLER
MAIL BOX
PROPOSED CONTOUR
PROPOSED SPOT
PROPOSED STORM
PROPOSED SANITARY

SITE DATA:

ZONING CLASSIFICATION: PMD (PLANNED MIXED-USE DEVELOPMENT) ORD.# 5862

DEVELOPMENT AREA

11.157 Acres (486,015 Sq. Ft.)

BUILDING USE

RESIDENTIAL DEVELOPMENT

F.A.R. (FLOOR AREA RATIO):

63,685 Sq. Ft.
486,015 Sq. Ft. = 0.13 FAR

(MAXIMUM ALLOWED BY ZONING FOR THE ENTIRE PMD DISTRICT = 0.70)

SITE COVERAGE:

27.60% [3.08 Ac. - BASED ON 11.157 Ac]

(MAXIMUM SITE COVERAGE FOR THE ENTIRE PMD DISTRICT SHALL NOT EXCEED = 60%)

PARKING REQUIREMENTS:

2 SPACES/PER DWELLING UNIT
= 2 SPACES/DWELLING UNIT x 67 UNITS = 134 SPACES

TOTAL PARKING REQUIRED = 134 SPACES

PARKING PROVIDED:

134 SPACES AT THE UNITS AND 14 VISITOR SPACES
- TOTAL SPACES PROVIDED = 148 SPACES

(PARALLEL PARKING SPACES PROVIDED ARE 9' x 22')

LOADING SPACE REQUIREMENTS:

N/A

SITE LIGHTING:

SEE SITE LIGHTING & PHOTOMETRIC PLAN

16' MAX HEIGHT

BUILDING HEIGHT:

DWELLINGS MAY BE CONSTRUCTED NOT TO EXCEED 3 STORIES OR (40) FEET IN HEIGHT

SITE LANDSCAPING:

SEE LANDSCAPE PLAN

STORMWATER DETENTION, CHANNEL PROTECTION & WATER QUALITY:

STORMWATER MANAGEMENT PER M.S.D. & CITY REGULATIONS. DETENTION IS PROVIDED VIA OFFSITE DETENTION BASIN. SITE SHALL BE REQUIRED TO PROVIDE WATER QUALITY AND CHANNEL PROTECTION VOLUME REQUIREMENTS.

SHEET INDEX

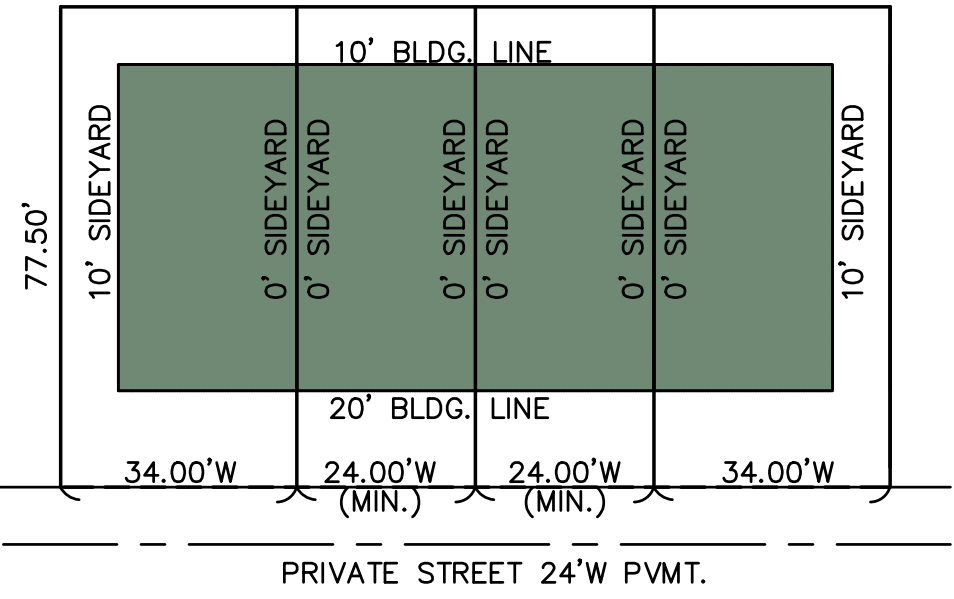
C1.0 TITLE SHEET
C2.0 EXISTING CONDITIONS PLAN
C3.0 SITE DEVELOPMENT PLAN
C3.1 SITE DEVELOPMENT PLAN - PEDESTRIAN
C3.2 SITE DEVELOPMENT PLAN - HIGH IMPACT ELEVATION EXHIBIT
C4.0 SITE SECTIONS
C5.0 - C5.2 PRELIMINARY PLAT
TPRP TREE PROTECTION AND REMOVAL PLAN
L1.01 LANDSCAPE PLAN
E1.0 PHOTOMETRIC PLAN
E2.0 LIGHTING DETAILS

Property Description

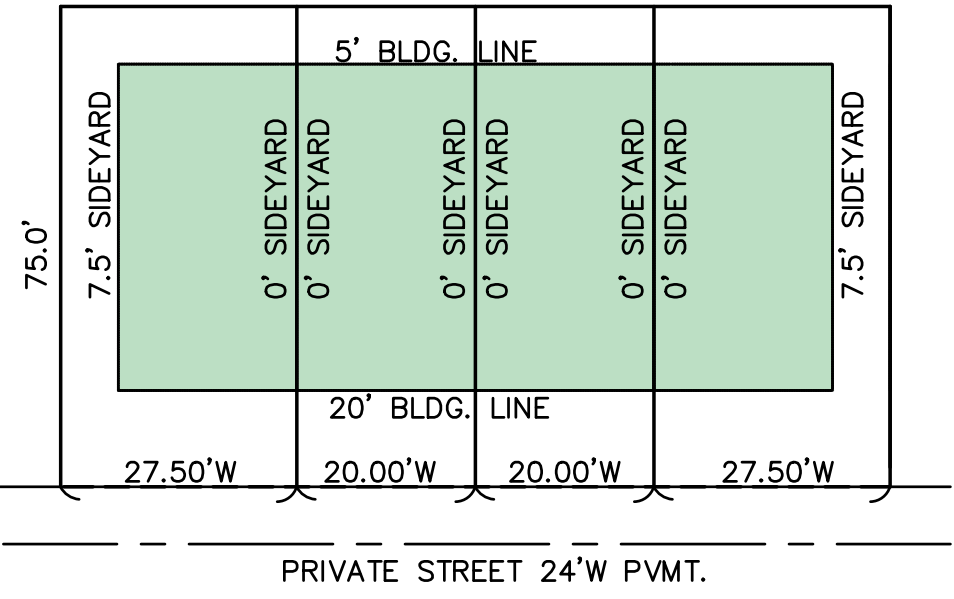
All of Lot 16 of "Olivia Village Creve Coeur" a subdivision according to the plat thereof recorded as Plat Book 372, Page 235, of the St. Louis County, Missouri, Records, located in Township 45 North, Range 5 East of the Fifth Principal Meridian City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the northeast corner of Common Ground 2 of above said subdivision, said point also being located on the west right-of-way line of Lindbergh Boulevard, Variable width, thence along the northern lines of said Common Ground the following courses and distances: South 89 degrees 08 minutes 47 seconds East, 283.68 feet to a non-tangent curve to the right having a radius of 336.00 feet.; along said curve with an arc length of 46.37 feet and a chord which bears South 36 degrees 25 minutes 05 seconds West, 46.34 feet and North 49 degrees 37 minutes 41 seconds West, 21.00 feet to the beginning of a non-tangent curve to the right having a radius of 315.00 feet said point also being to the POINT OF BEGINNING of the herein described tract, said point also being the southeastern corner of above said Lot 16, thence along the common line between Lot 16 and Common Ground 2 the following: along said curve with an arc length of 772.97 feet and a chord which bears North 69 degrees 19 minutes 47 seconds West, 593.12 feet to a point of tangency and North 00 degrees 58 minutes 07 seconds East, 333.38 feet to the southern right-of-way line of Olive Cove, 26 feet wide; thence along said right-of-way line the following courses and distances: along a curve to the left having a radius of 213.00 feet, an arc length of 163.17 feet and a chord which bears North 58 degrees 09 minutes 57 seconds East, 159.21 feet to point of reverse curve to the right having a radius of 362.00 feet, an arc length of 167.94 feet and a chord which bears North 49 degrees 30 minutes 08 seconds East, 166.34 feet to a point of tangency; North 62 degrees 47 minutes 04 seconds East, 153.23 feet to a point of curvature to the right having a radius of 212.00 feet, an arclength of 236.23 feet and a chord which bears South 85 degrees 17 minutes 38 seconds East, 224.19 feet to a point of compound curvature to the right having a radius of 184.50 feet and along said curve with an arc length of 80.72 feet and a chord which bears South 40 degrees 50 minutes 19 seconds East, 80.08 feet to the west right-of-way line of Olivia Drive, variable width; thence along said right-of-way line the following courses and distances: South 61 degrees 41 minutes 43 seconds West, 14.92 feet to the beginning of a non-tangent curve to the right having a radius of 150.00 feet, along said curve with an arc length of 106.16 feet and a chord which bears South 08 degrees 21 minutes 10 seconds East, 103.69 feet to a point of tangency; South 11 degrees 55 minutes 21 seconds West, 500.94 feet to a point of curvature to the right having a radius of 176.00 feet; along said curve with an arc length of 39.56 feet; and a chord which bears South 18 degrees 21 minutes 45 seconds West; 39.48 feet to a point of compound curvature to the right having a radius of 276.00 feet; along said curve with an arc length of 75.00 feet and a chord which bears South 32 degrees 35 minutes 13 seconds West, 74.77 feet and along a non-tangent line South 49 degrees 37 minutes 41 seconds East, 39.00 feet to the POINT OF BEGINNING.

Containing 486,015 square feet or 11.157 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc during August 2025



LOGAN LOT - 1,860 S.F. (MIN.)
(N.T.S.)



MERIDIAN LOT - 1,500 S.F. (MIN.)
(N.T.S.)



MISSOURI ONE-CALL: 1-800-344-7483
ST. LOUIS COUNTY:
SIGNALS & LIGHTING: (314) 615-0215

ST. LOUIS COUNTY BENCHMARK

BENCHMARK 13294
NAVE88 Elev = 674.60
Found "5m" on top of the north side of the round concrete base of a traffic signal on a traffic island situated northeast of the intersection of Olive Boulevard with Pavilion Drive, and southwest of the right turn lane from westbound Olive Boulevard onto northbound Pavilion Drive.

PREPARED FOR:
GRAND COMMUNITIES/FISCHER HOMES
3940 OLYMPIC BLVD., SUITE 400
ERLANGER, KY. 41018
ATTN: MR. ROBERT HAYES, PLANNING & ENTITLEMENTS MANAGER

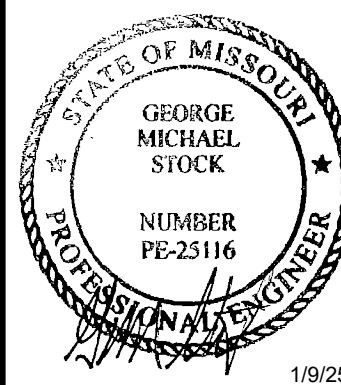
DISCLAIMER:
STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

PREPARED BY:

Stock & Associates
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

THE VALE AT OLIA VILLAGE
10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI



REVISIONS:
1. 12-08-25 CITY
2. 12-18-25 SIDEWALK
3. 01-09-2026 CITY

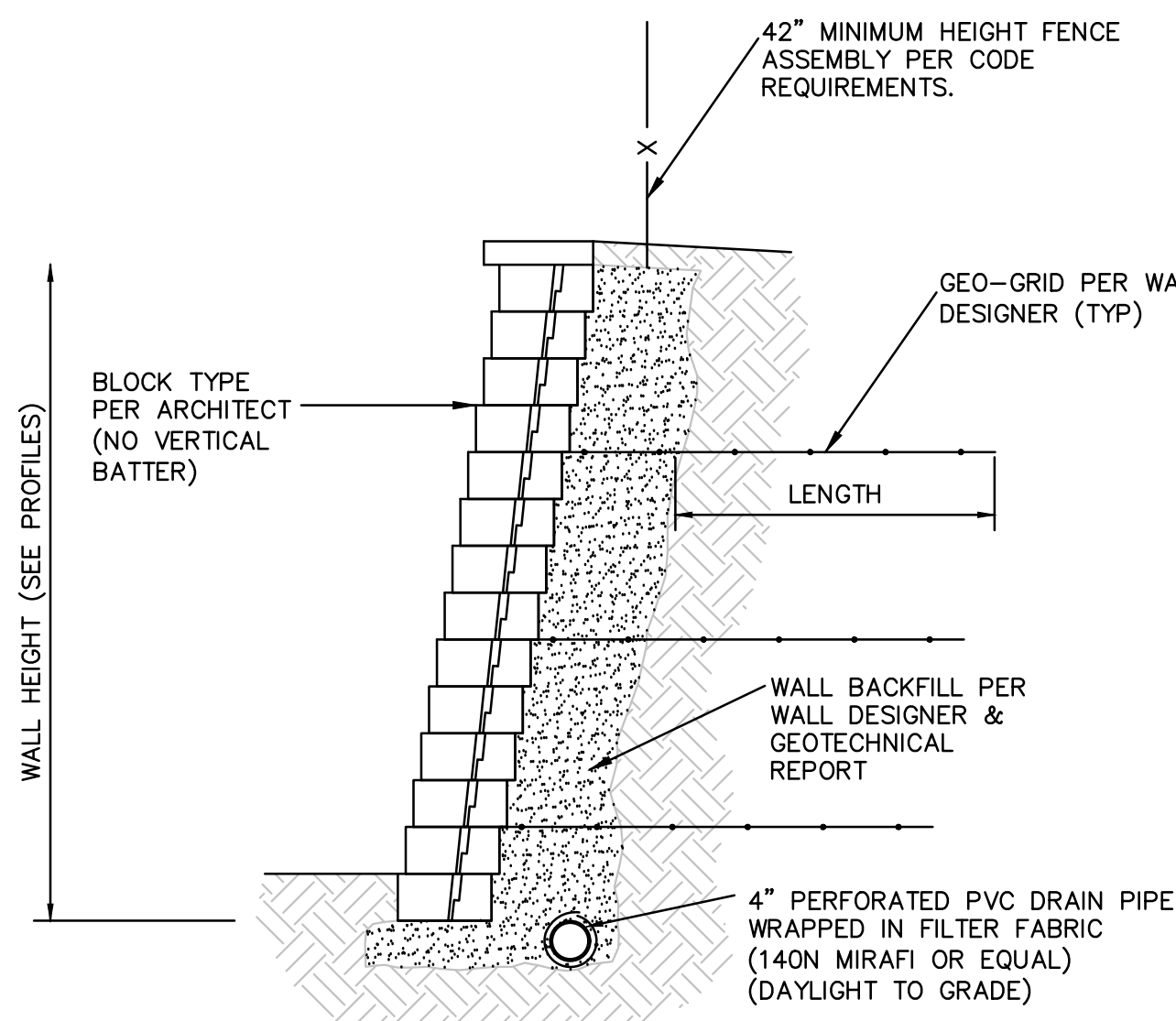
DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 11/14/25 JOB NO: 2022-7304
M.S.D. P. # BASE MAP # 17M4
S.L.C. HAT # HAT SUP. #
M.D.N.R. #

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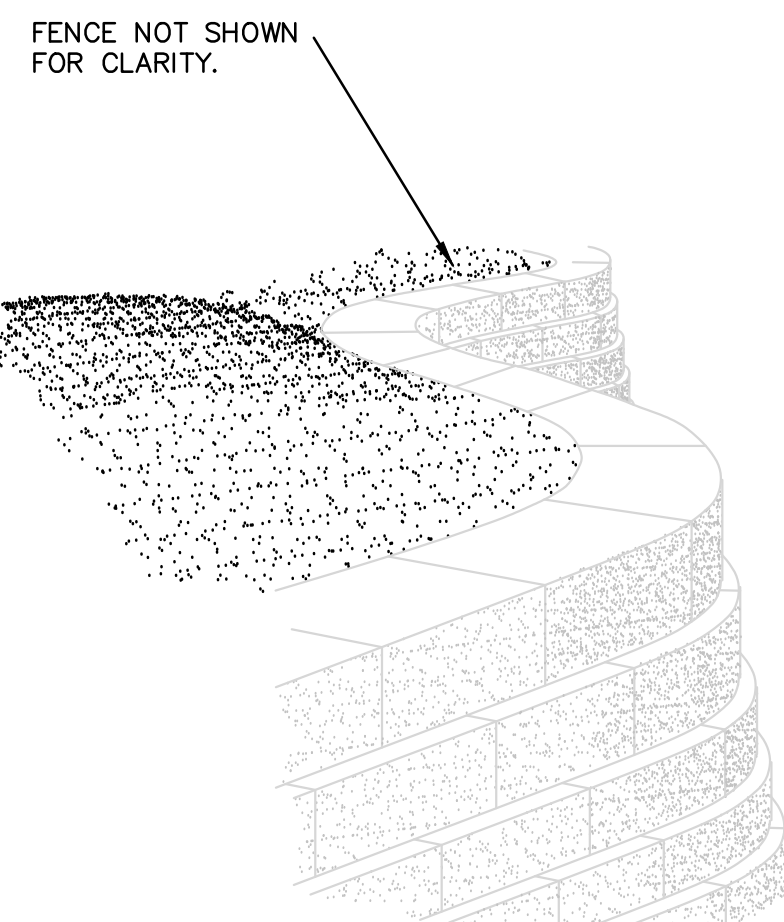
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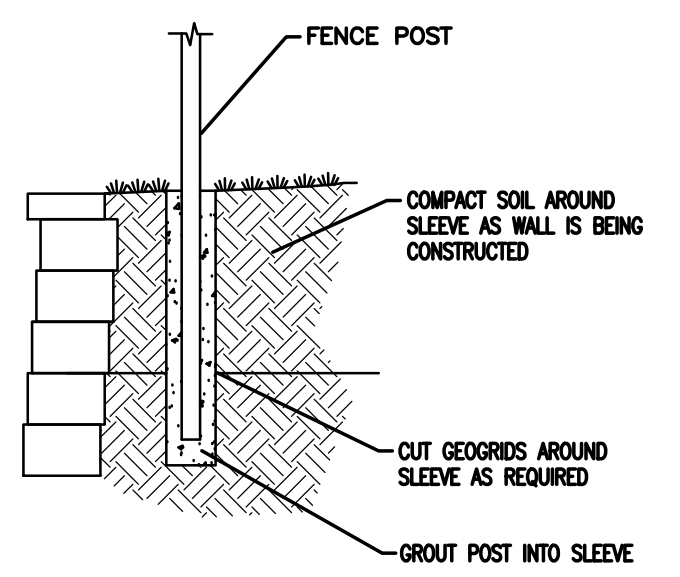
C1.0



TYPICAL RETAINING WALL SECTION
(N.T.S.)
(NOT FOR USE IN ST. LOUIS COUNTY R/W)



ISOMETRIC VIEW



-PLACE SKETCHES IN FILL AS BACKFILL IS BEING COMPACTED.
-THE FENCE DESIGN AND SUITABILITY IS THE RESPONSIBILITY OF OTHERS & SHALL BE PART OF WALL SHOP DRAWINGS.

FENCE DETAIL
NOT TO SCALE

VERSALOK®
Retaining Wall Systems
Solid Solutions

For more ideas visit: www.versalok.com

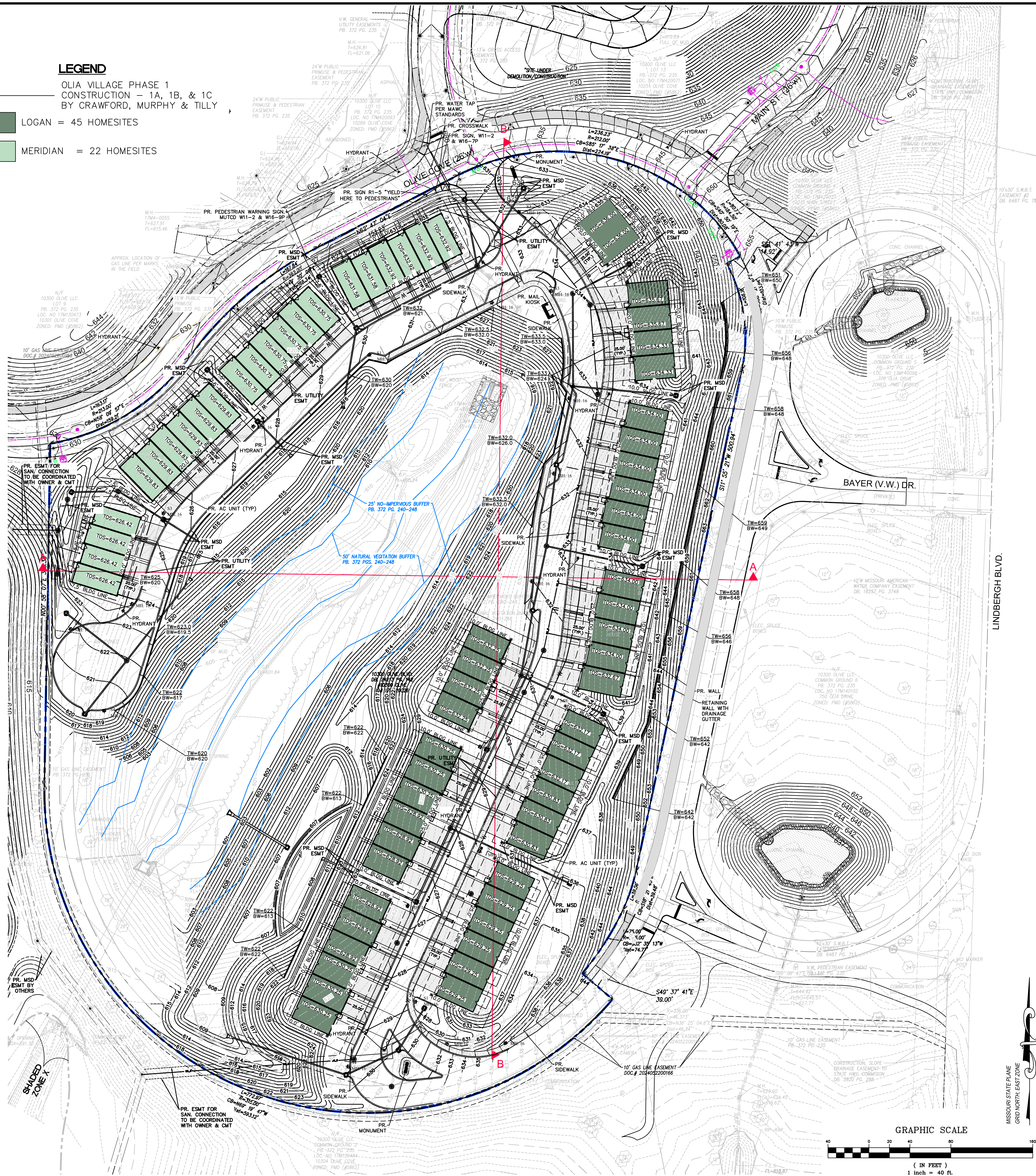
VersaLok Wall Products						
PRODUCT	SIZE IN INCHES (DUAL)	UNIT/FOOT	UNIT/PALLET	SOFT/PALLET	WT/PALLET	COLORS
Non-Weathered						
Standard <i>Plus sold separately</i>	12 x 6 x 16	1.5	48	32	4000	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, Timberwood Blend, Limestone, and Tan
Accent <i>Plus sold separately</i>	12 x 4 x 12	3	96	32	3400	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Cobble <i>Plus sold separately</i>	12 x 6 x 8	3	96	32	4000	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Corner <i>Plus sold separately</i>	12 x 6 x 8	3	96	48	4320	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Square Foot <i>Plus sold separately</i>	12 x 8 x 18	1	36	36	3170	Available in: Bethany Ledge Blend, Sandstone Blend, Limestone, and Tan
Weathered						
Weathered Standard <i>Plus sold separately</i>	12 x 6 x 16	1.5	48	32	3780	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Weathered Accent <i>Plus sold separately</i>	12 x 4 x 12	3	96	32	3500	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Weathered Cobble <i>Plus sold separately</i>	12 x 6 x 8	3	96	32	4000	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Weathered Corner <i>Plus sold separately</i>	12 x 6 x 8	3	96	48	4320	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend
Weathered 2 Faced Solid <i>Non-Weathered available on special order basis</i>	10 x 6 x 16	1.5	48	32	3504	Available in: Bethany Ledge Blend, Charcoal Blend, Sandstone Blend, and Timberwood Blend

WALL DETAIL

LEGEND

OLIA VILLAGE PHASE 1
CONSTRUCTION - 1A, 1B, & 1C
BY CRAWFORD, MURPHY & TILLY

LOGAN = 45 HOMESITES
MERIDIAN = 22 HOMESITES

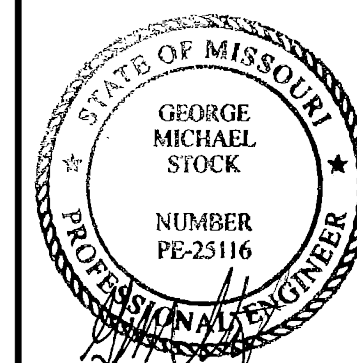


PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636)
530-9300 FAX: (636) 530-9300
e-mail: general@stockass.com
Web: www.stockass.com

SITE DEVELOPMENT PLAN FOR:

THE VALE AT OLIA VILLAGE
10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI



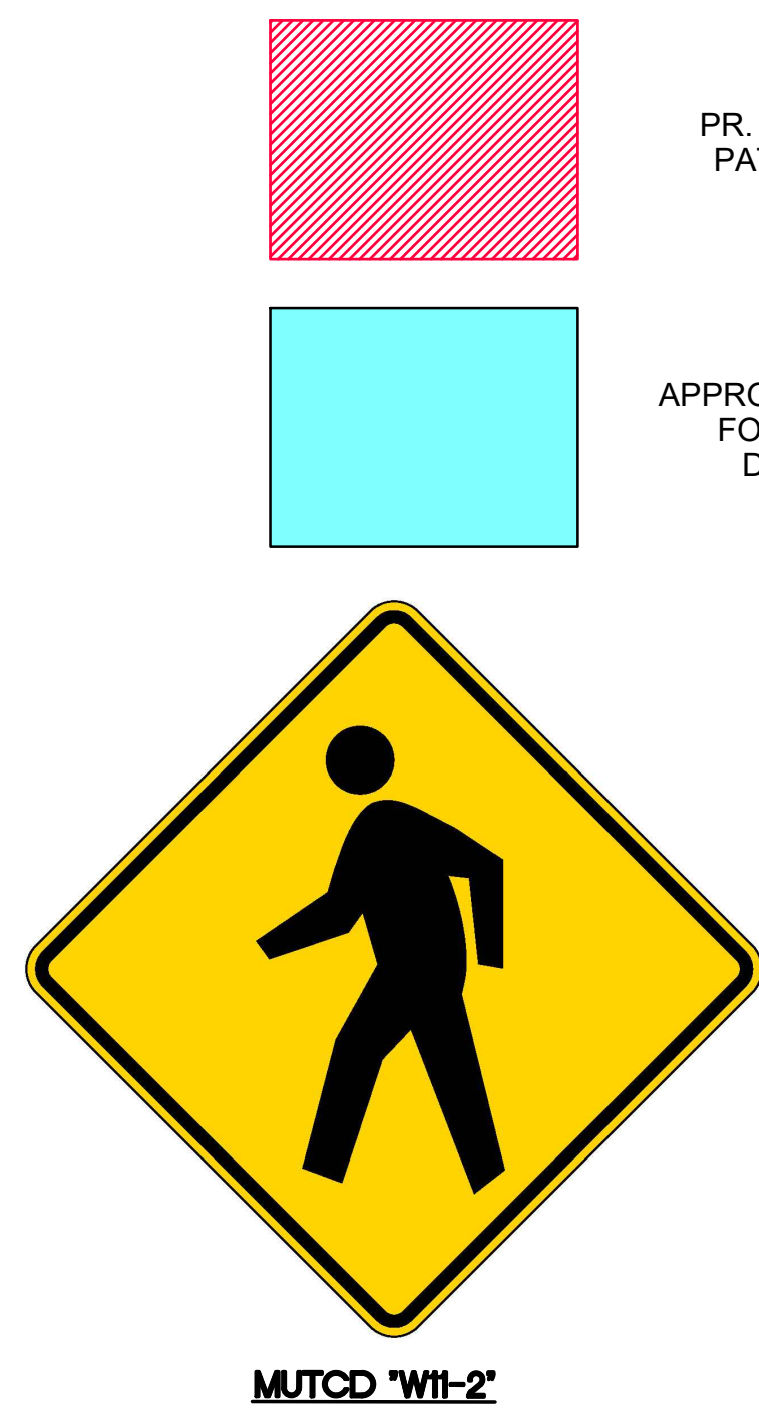
REVISIONS:

1.	12-08-25 CITY
2.	12-18-25 SIDEWALK
3.	01-09-2026 CITY

DRAWN BY:	C.S.G.	CHECKED BY:	C.M.S.
DATE:	11/14/25	JOB NO.:	2022-7304
M.S.D. P. #:		BASE MAP P. #:	17M4
S.L.C. HAT P. #:		HAT SUP. P. #:	
M.D.N.R. #:			

SHEET TITLE:
SITE DEVELOPMENT PLAN

SHEET NO.:
C3.0



PR. PAVED WALKING
PATHS FOR LOT 16

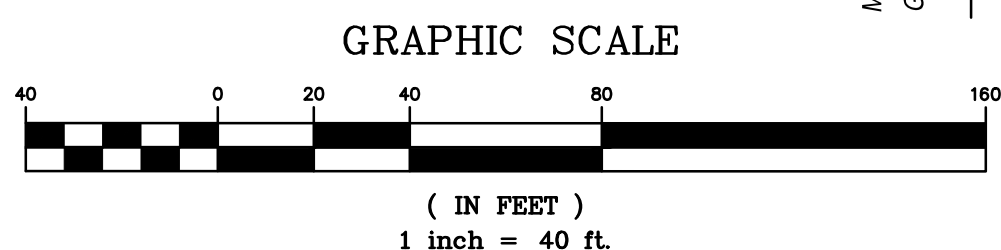
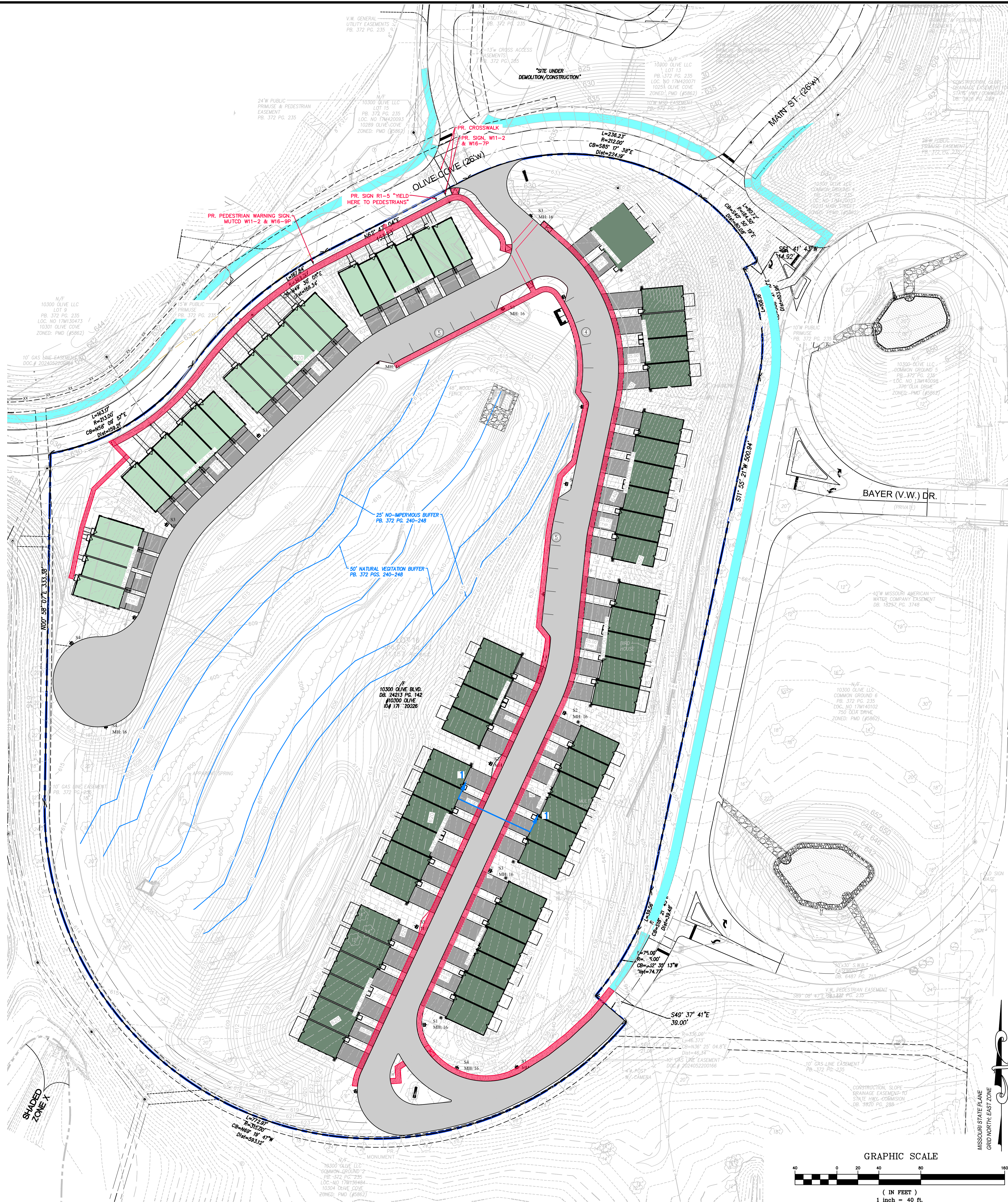
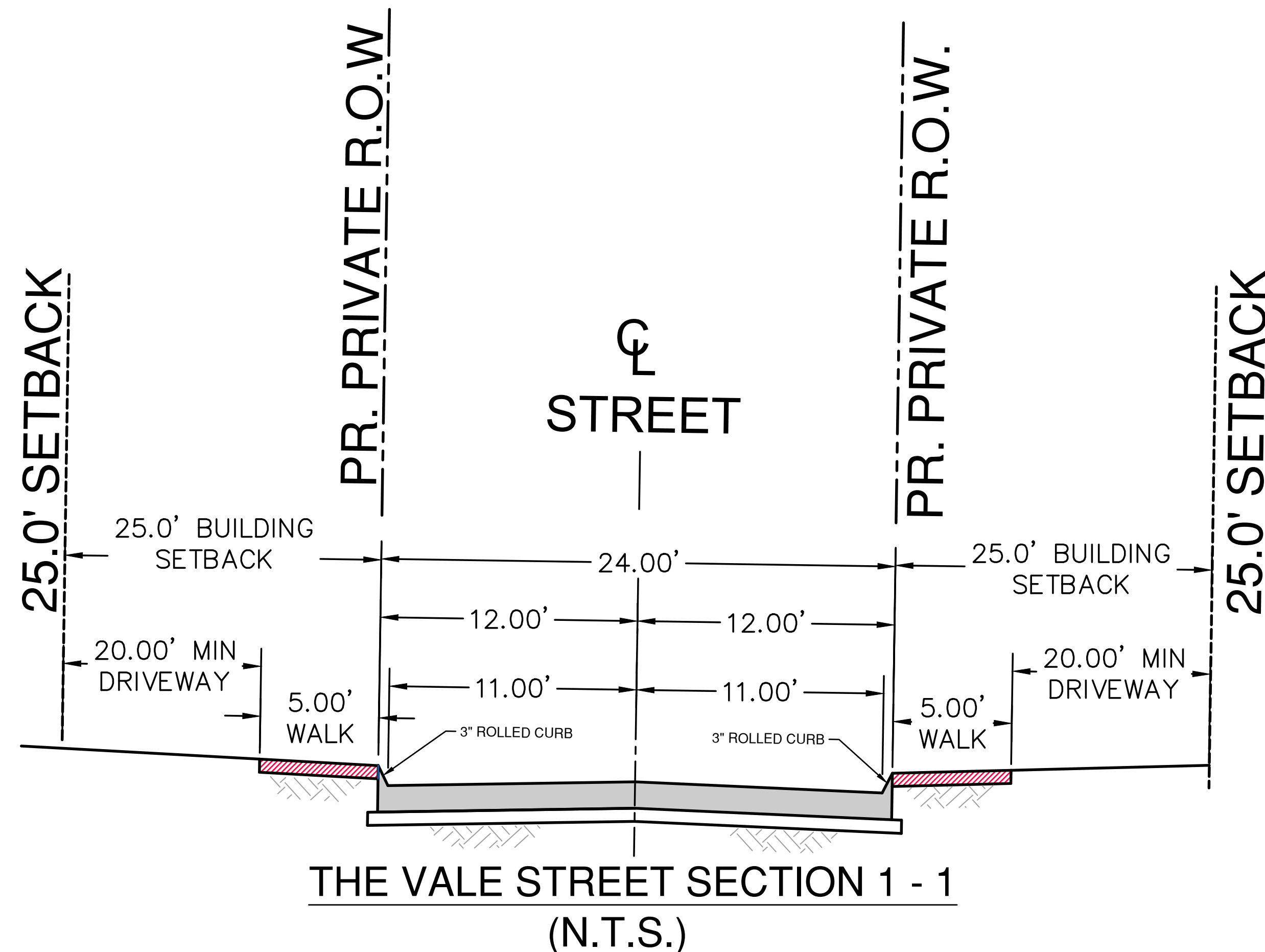
APPROVED PAVED PATHS
FOR OLIA VILLAGE
DEVELOPMENT



MUTCD 'R1-5'



MUTCD 'W16-9P'



PREPARED BY: **Stock & Associates**
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300
FAX: (636) 530-9301
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:
THE VALE AT OLIA VILLAGE
10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI

1/9/25

GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER PE-25116

REVISIONS:

NO.	DATE	DESCRIPTION
1.	12-08-25	CITY
2.	12-18-25	SIDWALK
3.	01-09-2026	CITY

DRAWN BY:	CHECKED BY:
K.S.G.	G.M.S.

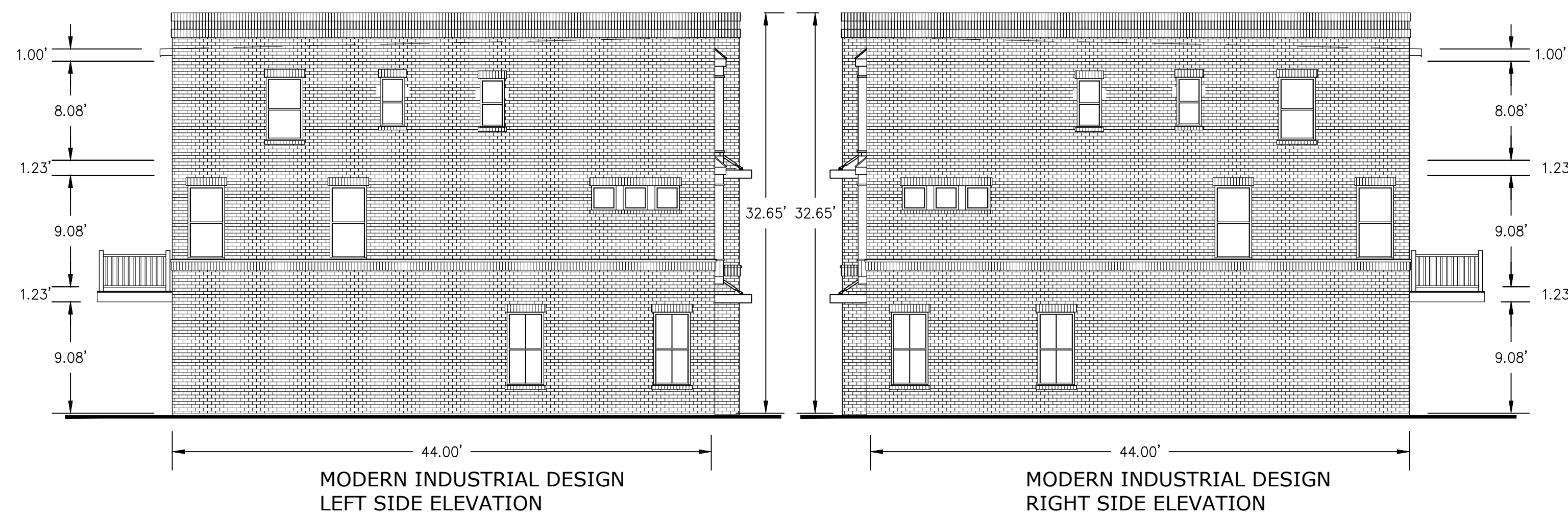
DATE:	JOB NO.:
11/14/25	2022-7304

M.S.D. P. #	BASE MAP #
17M4	17M4

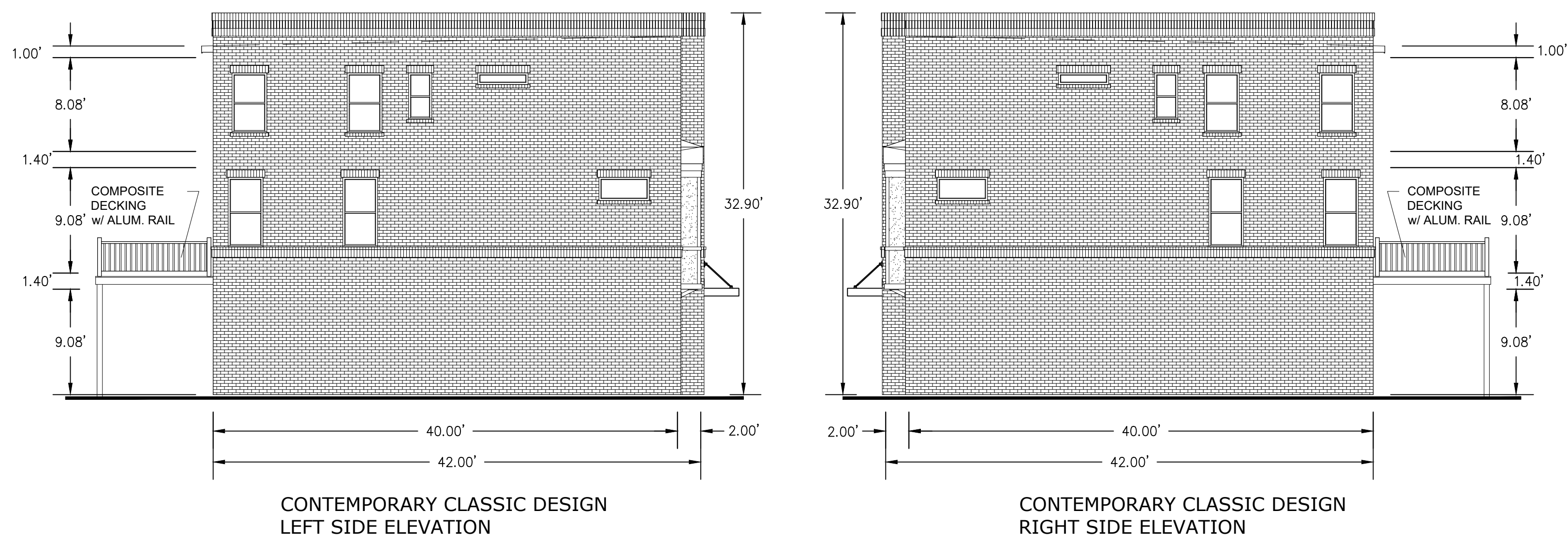
S.L.C. HAT. #	HAT SUP. #

SHEET TITLE:
**SITE DEVELOPMENT
PLAN - PEDESTRIAN**

SHEET NO.:
C3.1



Meridian
HIGH IMPACT ELEVATIONS



LOGAN
HIGH IMPACT SIDE ELEVATIONS



NOTE: FINAL DESIGN SUBJECT TO CHANGE BUT SHALL BE SUBSTANTIALLY SIMILIAR

PREPARED BY: **STOCK & ASSOCIATES**
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257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300
FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:
THE VALE AT OLIA VILLAGE
10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI

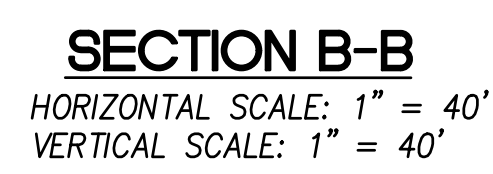
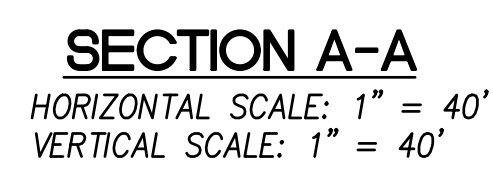
MISSOURI STATE ENGINEER
GEORGE MICHAEL STOCK
NUMBER FE-25116
1/9/25
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER 000990

REVISIONS:
1. 12-08-25 CITY
2. 12-18-25 SIDEWALK
3. 01-09-2026 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 11/14/25 JOB NO: 2022-7304
M.S.D. # 17M4
S.L.C. HAT # HAT SUP. #
M.D.N.R. #

SHEET TITLE:
**SITE DEVELOPMENT
PLAN - HIGH IMPACT
ELEVATION EXHIBIT**

SHEET NO.: **C3.2**



THE VALE AT OLIA VILLAGE

A TRACT OF LAND BEING LOT 16 OF OLIA VILLAGE CREVE COEUR AS RECORDED IN
PLAT BOOK 372, PAGE 235 LOCATED TOWNSHIP 45 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI
PROPERTY ZONED PDM ORD.# 5862

PARCEL	AREA (S.F.)	AREA (Ac.)
BMP AREA 1	18,002	0.413
BMP AREA 2	12,360	0.284
COMMON GROUND 1	56,431	1.295
COMMON GROUND 2	195,454	4.487
LOT 1	2,039	0.047
LOT 2	1,500	0.034
LOT 3	1,507	0.035
LOT 4	2,708	0.062
LOT 5	2,612	0.060
LOT 6	1,503	0.035
LOT 7	1,500	0.034
LOT 8	1,500	0.034
LOT 9	1,500	0.034
LOT 10	2,081	0.048
LOT 11	2,063	0.047
LOT 12	1,500	0.034
LOT 13	1,500	0.034
LOT 14	1,500	0.034
LOT 15	1,500	0.034
LOT 16	2,289	0.053
LOT 17	2,295	0.053
LOT 18	1,500	0.034
LOT 19	1,500	0.034
LOT 20	1,500	0.034
LOT 21	1,500	0.034
LOT 22	2,063	0.047
LOT 23	2,827	0.065
LOT 24	3,107	0.071
LOT 25	3,833	0.088
LOT 26	2,026	0.047
LOT 27	1,982	0.045
LOT 28	3,307	0.076
LOT 29	2,805	0.064
LOT 30	1,980	0.045
LOT 31	1,980	0.045
LOT 32	1,980	0.045
LOT 33	1,980	0.045
LOT 34	2,764	0.063
LOT 35	3,059	0.070
LOT 36	2,087	0.048
LOT 37	2,027	0.047
LOT 38	1,982	0.046
LOT 39	3,299	0.076
LOT 40	2,805	0.064
LOT 41	1,980	0.045
LOT 42	1,980	0.045
LOT 43	1,980	0.045
LOT 44	1,980	0.045
LOT 45	2,805	0.064
LOT 46	2,805	0.064
LOT 47	1,980	0.045
LOT 48	1,980	0.045
LOT 49	1,980	0.045
LOT 50	1,980	0.045
LOT 51	2,797	0.064
LOT 52	2,809	0.064
LOT 53	1,980	0.045
LOT 54	1,980	0.045
LOT 55	1,980	0.045
LOT 56	1,980	0.045
LOT 57	2,805	0.064
LOT 58	2,805	0.064
LOT 59	1,980	0.045
LOT 60	1,980	0.045
LOT 61	1,980	0.045
LOT 62	1,980	0.045
LOT 63	2,805	0.064
LOT 64	2,805	0.064
LOT 65	1,980	0.045
LOT 66	1,980	0.045
LOT 67	2,748	0.063
PRIVATE ROW	57,954	1.33

PERTINENT DATA

LOCATOR NO.: 17M40026
OWNER UNDER CONTRACT: GRAND COMMUNITIES, LLC
LOT AREA: 11,157 Acres ±
ZONING: PMD (ORD. #5862)
SITE ADDRESS: 10300 OLIVE BLVD.
FIRE DISTRICT: CREVE COEUR, MISSOURI 63141
SCHOOL DISTRICT: CREVE COEUR
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: DEER CREEK
FEMA MAP: 29189C0192K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

GENERAL NOTES:

- SUBJECT PROPERTY IS ZONED PMD ORD.# 5862, AND WILL BE RESIDENTIAL USE CATEGORY D RESIDENTIAL SUB-DISTRICT SETBACKS:
 - FRONT YARD: 5'
 - SIDE YARD: NONE OR 7.5' (MIN)
 - REAR YARD: 5'
 - MIN. DISTANCE BETWEEN BUILDINGS OR UNIT CLUSTERS: 15'
 - BUFFER YARD: NONENOTE: THE ABOVE ZONING PROVIDED BY THE CITY OF CREVE COEUR, AND TO VERIFY THE CLIENT SHOULD OBTAIN A ZONING ENDORSEMENT FROM THEIR TITLE COMPANY.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 29189C0192K WITH AND EFFECTIVE DATE OF 2/4/2015.
- PROPOSED SANITARY SEWERS WILL BE 8" PVC, GRAVITY SYSTEM AND DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT.
- PROPOSED STREETS ARE PRIVATE, 24.0 WIDE MEASURED FROM BACK OF CURB. IN LOCATIONS OF ON-STREET PARALLEL PARKING THE STREETS ARE 34.0' WIDE. STREET WILL BE CONCRETE AND CONSTRUCTED IN ACCORDANCE WITH THE SITE SPECIFIC ORDINANCE FOR OLIA VILLAGE DEVELOPMENT FOR PRIVATE STREETS.
- THE PROPOSED PRIVATE RIGHT-OF-WAY FOLLOWS THE BACK OF CURB.

LEGAL DESCRIPTION

ALL OF LOT 16 OF "OLIA VILLAGE CREVE COEUR" A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS PLAT BOOK 372, PAGE 235, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, LOCATED IN TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON GROUND 2 OF ABOVE SAID SUBDIVISION, SAID POINT ALSO BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF LINDBERGH BOULEVARD, VARIABLE WIDTH; THENCE ALONG THE NORTHERN LINES OF SAID COMMON GROUND THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 08 MINUTES 47 SECONDS EAST, 283.68 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 336.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 46.37 FEET AND A CHORD WHICH BEARS SOUTH 36 DEGREES 25 MINUTES 05 SECONDS WEST, 46.34 FEET AND NORTH 49 DEGREES 37 MINUTES 41 SECONDS WEST, 21.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 315.00 FEET SAID POINT ALSO BEING TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF ABOVE SAID LOT 16; THENCE ALONG THE COMMON LINE BETWEEN COMMON GROUND 2 THE FOLLOWING: ALONG SAID CURVE WITH AN ARC LENGTH OF 772.97 FEET AND A CHORD WHICH BEARS NORTH 69 DEGREES 19 MINUTES 47 SECONDS WEST, 593.12 FEET TO A POINT OF TANGENCY AND NORTH 00 DEGREES 58 MINUTES 07 SECONDS EAST, 133.38 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF OLIVE COVE, 28 FEET WIDE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 213.00 FEET, AN ARC LENGTH OF 163.17 FEET AND A CHORD WHICH BEARS NORTH 58 DEGREES 09 MINUTES 57 SECONDS EAST, 159.21 FEET TO POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET, AN ARC LENGTH OF 167.84 FEET AND A CHORD WHICH BEARS NORTH 49 DEGREES 30 MINUTES 08 SECONDS EAST, 166.34 FEET TO A POINT OF TANGENCY, NORTH 62 DEGREES 47 MINUTES 04 SECONDS EAST, 153.23 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 212.00 FEET, AN ARC LENGTH OF 236.23 FEET AND A CHORD WHICH BEARS SOUTH 85 DEGREES 17 MINUTES 38 SECONDS EAST, 224.19 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 184.50 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 80.72 FEET AND A CHORD WHICH BEARS SOUTH 40 DEGREES 50 MINUTES 19 SECONDS EAST, 80.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLIA DRIVE, VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 61 DEGREES 41 MINUTES 43 SECONDS WEST, 14.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 106.16 FEET AND A CHORD WHICH BEARS SOUTH 08 DEGREES 21 MINUTES 10 SECONDS EAST, 103.69 FEET TO A POINT OF TANGENCY, SOUTH 11 DEGREES 55 MINUTES 21 SECONDS WEST, 500.94 FEET TO A POINT OF CURVATURE, TO THE RIGHT HAVING A RADIUS OF 176.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 39.56 FEET AND A CHORD WHICH BEARS SOUTH 18 DEGREES 21 MINUTES 45 SECONDS WEST, 39.48 FEET TO A POINT OF COMPOUND CURVATURE, TO THE RIGHT HAVING A RADIUS OF 276.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 75.00 FEET AND A CHORD WHICH BEARS SOUTH 32 DEGREES 35 MINUTES 13 SECONDS WEST, 74.77 FEET AND ALONG A NON-TANGENT LINE SOUTH 49 DEGREES 37 MINUTES 41 SECONDS EAST, 39.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 486,015 SQUARE FEET OR 11,157 ACRES, MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC DURING AUGUST 2025

75.0'	7.5' SIDEYARD	5' BLDG. LINE (FRONT)
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
20' BLDG. LINE (REAR)	20.00'W	20.00'W
27.50'W	27.50'W	27.50'W

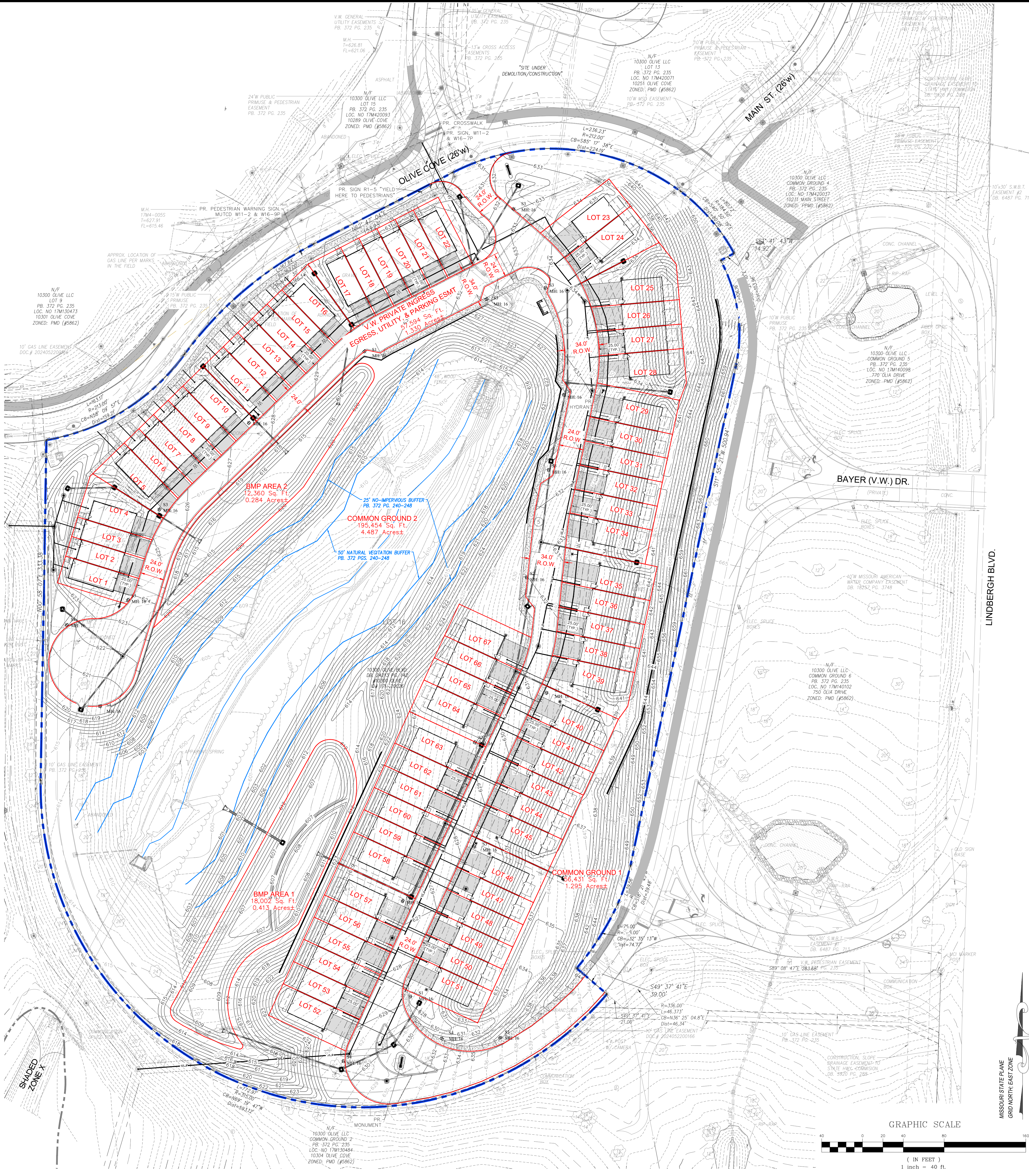
PRIVATE STREET - 24'W P.V.M.T.

MERIDIAN LOTS (1-22) - 1,500 S.F. (MIN.) (N.T.S.)

77.50'	10' SIDEYARD	10' BLDG. LINE (REAR)
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
25' BLDG. LINE (FRONT)	24.00'W	24.00'W
34.00'W	34.00'W	34.00'W

PRIVATE STREET - 24'W P.V.M.T.

LOGAN LOTS (23-67) - 1,860 S.F. (MIN.) (N.T.S.)

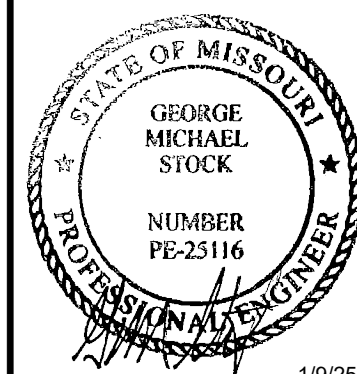


PREPARED BY:

SITE DEVELOPMENT PLAN FOR:

THE VALE AT OLIA VILLAGE

10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER 00096

REVISIONS:
1. 12-08-25 CITY
2. 12-18-25 SIDEWALK
3. 01-09-2026 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 11/14/25 JOB NO: 2022-7304
M.S.D. P.#: 17M4 RACE MAP: 17M4
S.L.C. HAT.#: HAT SUP. #
M.D.N.R. #:
SHEET NO.:
PRELIMINARY PLAT
C5.0

Tree Inventory						
ID	Tree Name	DBH	Condition Rating	Comment	To Be Removed	Preserved
1	Oak	18	2	Galls	X	
2	Oak	20	2	Galls	X	
3	Oak	8	3		X	
4	Oak	12	3		X	
5	Oak	9	3		X	
6	Oak	20	3	Galls	X	
7	Oak	18	2		X	
8	Oak	8	1	In decline	X	
9	Oak	10	2		X	
10	Oak	12	3		X	
11	Pin Oak	24	3		X	
12	Pin Oak	12	3		X	
13	Pin Oak	14	2	Galls	X	
14	Pin Oak	12	3	Offsite, galls	X	
15	Tulip Poplar	22	3		X	
16	Tulip Poplar	24	3	Offsite	X	
17	Honeylocust		3	Offsite		X
18	Honeylocust		3	Offsite		X
19	Honeylocust		3	Offsite		X
20	Honeylocust		3	Offsite		X
21	Honeylocust		3	Offsite		X
22	Honeylocust		3	Offsite		X
23	Hackberry	20	3	Offsite	X	
24	Tulip Poplar		3	Offsite	X	
25	Red Maple	23	3	Offsite		
26	Red Maple	18	2	Offsite		
27	Red Maple	17	2	Offsite		
28	Pin Oak	23	3	Offsite		
29	Pin Oak	18	2	Offsite		
30	Pin Oak	16	3	Offsite		
31	Pin Oak	28	3	Offsite		
32	Pin Oak	28	1	Offsite, poor		
33	Pin Oak	28	2	Offsite, galls		
34	Bur Oak	12	3	Offsite		
35	Shingle Oak	16	3	Offsite		
36	Sugar Maple	22	3	Offsite		
37	Red Maple	16	2	Offsite		
38	Swamp White Oak	11	3	Offsite		
39	Shingle Oak	48	4	Offsite		
40	Swamp White Oak	20	3	Offsite		
41	Cabapple	7	3	Offsite		
42	Red Maple	22	3	Offsite		
43	Red Maple	24	3	Offsite		
44	Bur Oak	13	3	Offsite		
45	Sweetgum	24	2	Offsite		
46	Sweetgum	20	3	Offsite		
47	Sweetgum	23	3	Offsite		
48	Sweetgum	19	3	Offsite		
49	Honeylocust	30	3	Offsite		
50	Red Oak	24	3	Offsite		
51	Red Oak	30	3	Offsite		
52	Red Oak	28	3	Offsite		
53	Red Oak	14	3	Offsite		
54	Red Oak	19	3	Offsite		
55	Red Oak	14	3	Offsite		
56	Red Oak	16	3	Offsite		
57	Honeylocust	20	3	Offsite		
58	Pin Oak	24	2	Offsite, dieback		
60	Ash	16	2	Dieback, EAB	X	
61	Baldcypress	30	4		X	
62	Baldcypress	23	4		X	
63	Baldcypress	33	4		X	
64	Baldcypress	21	4		X	
65	Hackberry	11	2		X	
66	Hackberry	15	2		X	
67	Hackberry	19	2		X	
68	Hackberry	16	3		X	
69	Hackberry	13	2		X	
70	Hackberry	15	1	Poor	X	
71	Pin Oak	28	3		X	
72	Pin Oak	16	2		X	
73	Pin Oak	18	2	Galls	X	
74	Pin Oak	15	2	Galls	X	
75	Pin Oak	22	2		X	
76	Dead	18	0	Dead	X	
77	Pin Oak	16	1	Poor	X	
78	Pin Oak	21	2		X	
79	Pin Oak	16	2		X	
80	Pin Oak	13	2		X	
81	Pin Oak	28	2		X	
82	Pin Oak	28	1	Mostly dead	X	
83	Pin Oak	18	2		X	
84	Pin Oak	20	2		X	
85	Sweetgum	17	2		X	
86	Sweetgum	17	2		X	
87	Sweetgum	13	2		X	
88	Pin Oak	28	2	Galls	X	
89	Pin Oak	6	2	Galls	X	
90	Pin Oak	19	2		X	
91	Sweetgum	21	2		X	
92	Sweetgum	19	3		X	
93	Sweetgum	18	3		X	
94	Sweetgum	20	3		X	
95	Pin Oak	17	2	Galls	X	
96	Pin Oak	19	2		X	
97	Pin Oak	17	2		X	
98	Ash	23	1	Poor, EAB	X	
99	Maple	18	3		X	
100	White Pine	18	3		X	
101	White Pine	20	3		X	
102	White Pine	14	3		X	
103	White Pine	16	3		X	
104	White Pine	12	2		X	
105	White Pine	19	2		X	
106	Green Ash	17	2	EAB	X	
107	White Pine	22	3		X	
108	Red Maple	17	3		X	
109	Pin Oak	31	2	Offsite, galls		X
110	Red Maple	17	2	Offsite, basal cavity		X
111	Pin Oak	28	3	Offsite		X
112	Pin Oak	26	0	Offsite, dead		X
113	Pin Oak	32	2	Offsite, galls		X
114	Pin Oak	28	2	Offsite, galls		X
115	Pin Oak	26	2	Offsite, galls		X
116	Pin Oak	28	2	Offsite, galls		X
117	Pin Oak	24	2	Offsite, galls		X
118	Pin Oak	20	2	Offsite, galls		X
119	Pin Oak	27	3	Offsite		X
120	Pin Oak	24	2	Offsite, galls		X
121	Pin Oak	24	2	Offsite		X
122	Pin Oak	22	1	Offsite, in decline		X
123	Pin Oak	16	2	Offsite		X
124	Red Oak	24	2	Offsite		X
125	Red Oak	24	3	Offsite		X
126	Pin Oak	25	2	Offsite		X
127	Pin Oak	20	1	Offsite, poor		X
128	Pin Oak	23	2	Offsite		X
129	Pin Oak	27	2	Offsite		X
130	Pin Oak	18	2	Offsite		X
131	Pin Oak	21	1	Offsite, poor		X
132	Pin Oak	23	2	Offsite		X
133	Pin Oak	20	2	Offsite		X
134	Pin Oak	26	2	Offsite		X

Tree Protection Notes:

- 1) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.
- 2) Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required.
- 3) No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed, including the installation of tree protection fencing as shown on the plan. Where necessary, Contractor may perform minor tree clearing prior to installing silt fencing and tree protection fencing provided they maintain tree protection area.
- 4) Tree Protection Fencing shall be 4-foot high temporary plastic construction fence. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing except for the removal of dead or invasive plant material. All ground plane in planting areas shall be mulched with hardwood bark mulch. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the plan.
- 5) Tree protection measures to be maintained throughout construction.

Tree Inventory						
ID	Tree Name	DBH	Condition Rating	Comment	To Be Removed	Preserved
140	Red maple	22	2			X
141	Shingle oak	17	2			X
142	American elm	8	0	Dead	X	
143	Black cherry	12	2			X
144	Common persimmon	7	2			X
145	American elm	6	2			X
146	Common persimmon	6	2			X
147	Black cherry	14	2			X
148	Shingle oak	12	2			X
149	American sycamore	6	2			X
150	Shingle oak	19	2	Twin		X
151	American elm					X
152	American elm	9	2			X
153	Shingle oak	12	2			X
154	Black cherry	12	2			X
155	Black cherry	20	2	Twin		X
156	Black cherry	8	2			X
157	Baldcypress	28	3			X
158	Shingle oak	24	3			X
159	Black cherry	13	1			X
160	American elm	16	1	Poor		X
161	American elm	12	2			X
162	American elm	19	2			X
163	Shingle oak	12	2			X
164	Northern hackberry	10	2			X
165	Northern hackberry	8	2			X
166	American elm	7	2			X
167	American elm	7	2			X
168	American elm	10	2			X
169	American elm	6	2			X
170	Shingle oak	14	2			X
171	Common persimmon	6	2			X
172	Common persimmon	6	2			X
173	Eastern red cedar	6	2			X
174	Black cherry	6	1	Poor		X
175	Common persimmon	6	1	Poor		X
176	Cottonwood	19	2			X
177	Eastern red cedar	11	2			X
178	Eastern red cedar	6	2			X
179	Common persimmon	7	2			X
180	Common persimmon	6	2			X
181	Northern hackberry	12	2			X
182	Eastern red cedar	12	2			X
183	Eastern red cedar	12	2			X
184	Shingle oak	13	2			X
185	Cottonwood	18	2			X
186	Green ash	12	1	Poor, EAB	X	
187	Shingle oak	12	2			X
188	Boxelder	10	2			X
189	Northern catalpa	10	2			X
190	Honeylocust	12	2			X
191	Boxelder	8	1	Poor		X
192	Boxelder	6	1	Poor		X
193	Eastern red cedar	13	2			X
194	American elm	18	2			X
195	Black cherry	10	2			X
196	Common persimmon	9	2			X
197	Eastern red cedar	10	2			X
198	Shingle oak	18	3			X
199	Shingle oak	7	3			X
200	Pin oak	10	2			X
201	Green ash	6	3	EAB	X	
202	Shingle oak	18	3			X
203	Shingle oak	12	3			X
204	Cottonwood	16	2			X
205	Boxelder	8	1	Poor	X	
206	American sycamore	8	2			X
207	American sycamore	8	2			X
208	Sugar maple	7	1	Poor		X
210	Norway spruce	8	2			X
211	American elm	10	2			X
212	Green ash	7	2	EAB	X	
213	Green ash	10	2	EAB	X	
214	American elm	12	2			X
215	Green ash	8	1	Poor, EAB	X	
216	Green ash	11	0	Dead	X	
217	Boxelder	10	1	Poor		X
218	Boxelder	10	2			X
219	Boxelder	8	2			X
220	Baldcypress	20	3			X
221	Baldcypress	16	3			X
222	Baldcypress	18	3			X
223	Boxelder	6	2			X
224	Baldcypress	18	3			X

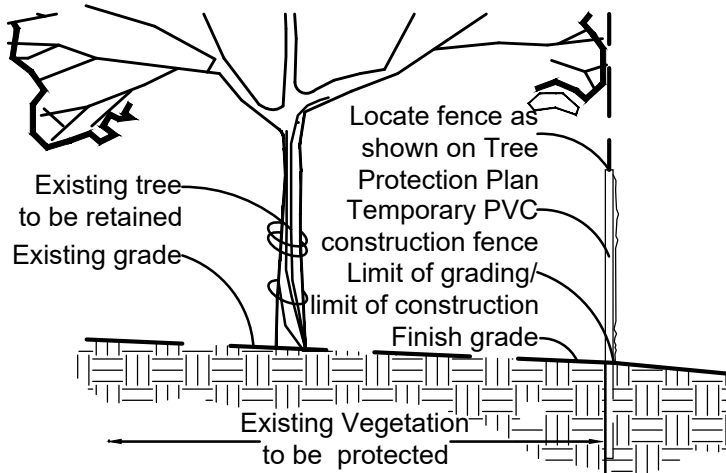
Tree Condition Rating:

Excellent = 4
Good = 3
Fair = 2
Poor = 1
Dead = 0

SUMMARY:

151 Total Existing Trees On-Site
24 Trees Dead, in significant decline, poor condition or diseased
127 Viable Trees
55 Viable Trees to be Removed (43.3%)
72 Viable Trees to be Retained (56.7%)

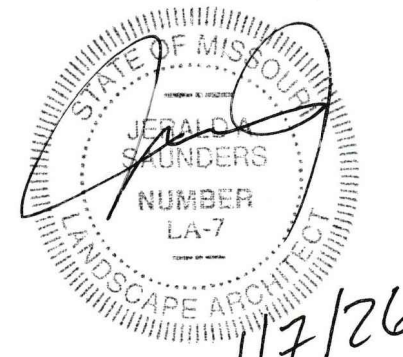
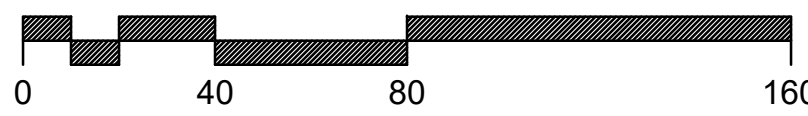
No Mitigation Required



Tree Protection Detail



Tree Protection and Removal Plan
SCALE 1"=40'



Jerald Saunders - Landscape Architect
MO License # LA-507

Consultants:

SITE DEVELOPMENT PLAN FOR:

LOT 16 OF OLIA VILLAGE

10300 OLIVE BLVD.
CREVE COEUR, MISSOURI

Revisions:

Date	Description	No.
12/8/25	City Comments	1
12/15/25	Summary correct	2
1/7/26	City Comments	3

Drawn: KP
Checked: RS

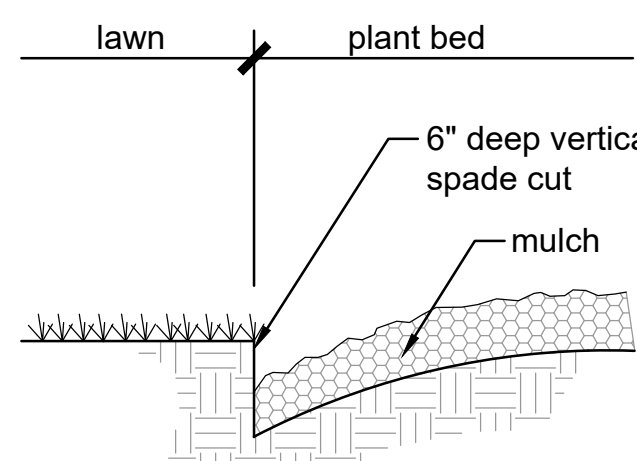
LOOMIS ASSOCIATES
landscape architects + planners
780 april 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

Loomis Associates Inc.
Missouri State Certificate of Authority # LAC #000119

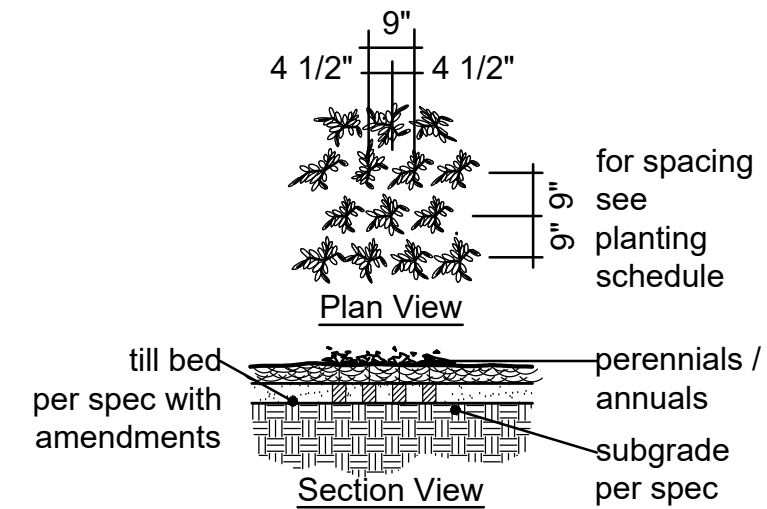
Sheet Title: Tree Protection and Removal Plan

Sheet No: TPRP

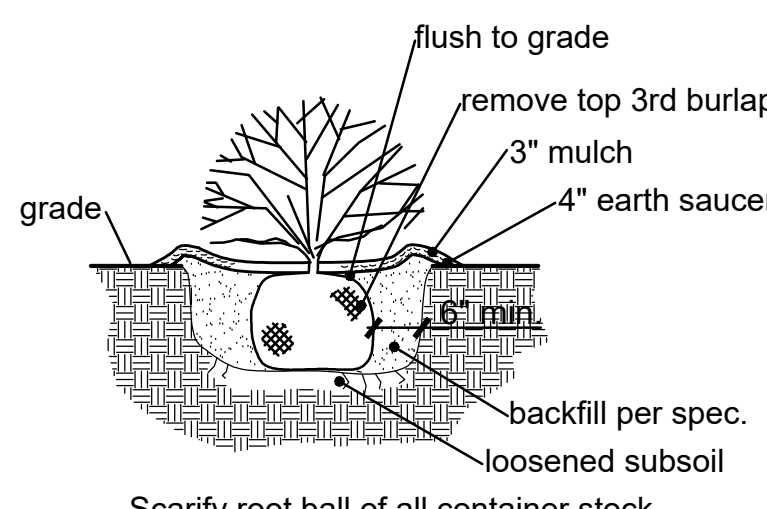
Date: 11/14/25
Job #: 813.151



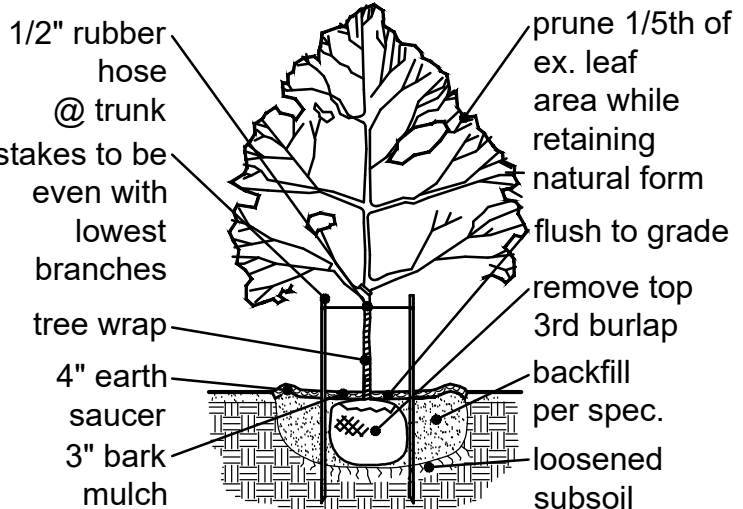
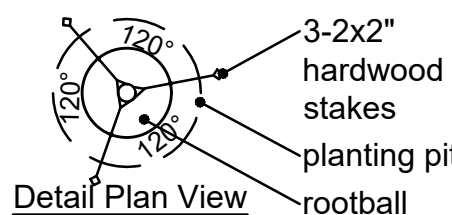
Spade Cut Bed Edge



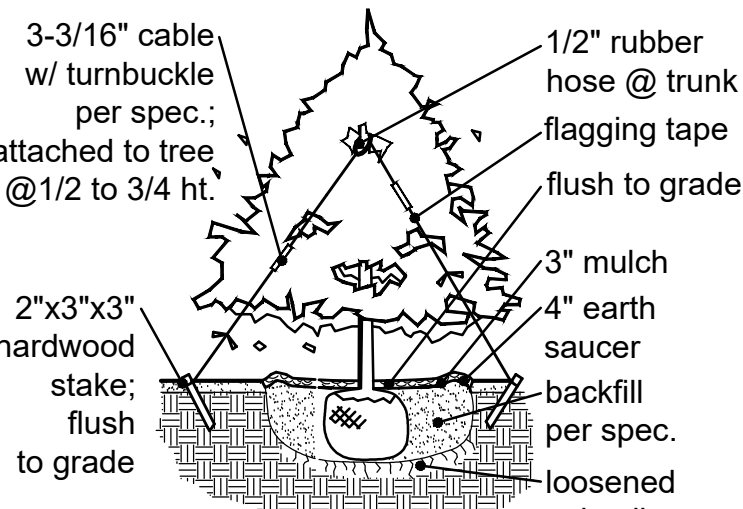
Typical Perennial Planting



Typical Shrub Planting



Typical Canopy Tree Planting



Typical Evergreen Planting

Landscape Summary:

52 street trees (canopy) @ 1 per 30 l.f.
6 parking lot trees (canopy)
12 canopy trees (on-lot or common ground)
41 lot trees (columnar canopy)
61 lot trees + high impact areas (dwarf understory-ornamental)
172 total deciduous trees

162 lot and screening trees-evergreen (standard and columnar)
162 total evergreen trees

334 total trees proposed

66 parking lot screening shrubs (evergreen)
66 total evergreen shrubs

Typical Individual Lot Landscape Layout for Brookline/Logan:

1 evergreen (broadleaf) shrub
3 medium evergreen shrubs
1 medium deciduous shrub
3 dwarf deciduous shrubs
3 ornamental grasses
10 perennial / ground cover plants

45 total lots for Brookline / Logan =
45 total evergreen (broadleaf) shrubs
135 total medium evergreen shrubs
45 total medium deciduous shrubs
135 total dwarf deciduous shrubs
135 total ornamental grasses
450 total perennial / ground cover plants

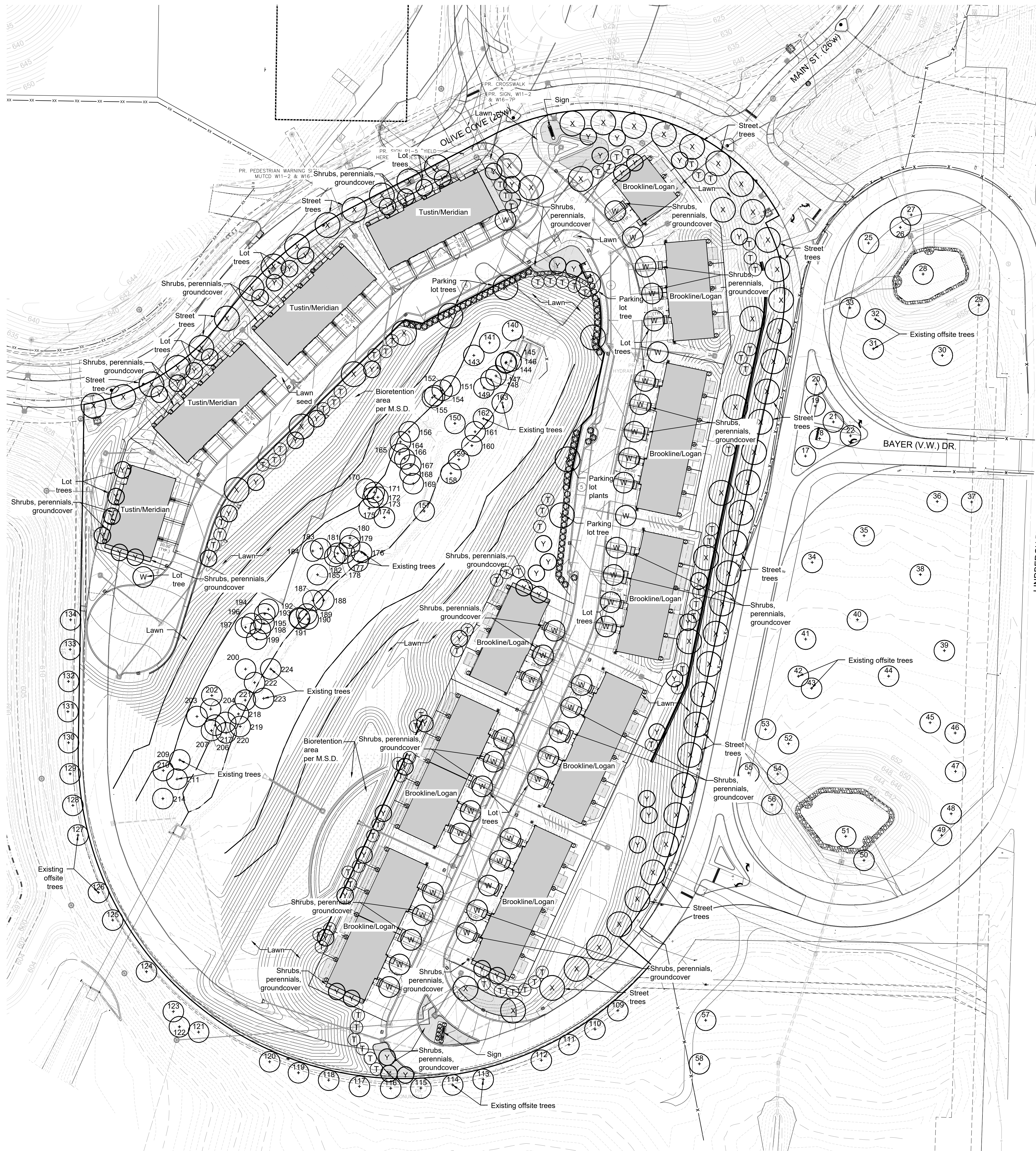
Typical Individual Lot Landscape Layout for Tustin / Meridian

3 evergreen (broadleaf) shrub
1 medium evergreen shrubs
5 medium deciduous shrub
1 ornamental grass
2.5 dwarf ornamental grasses
6.5 perennial / ground cover plants

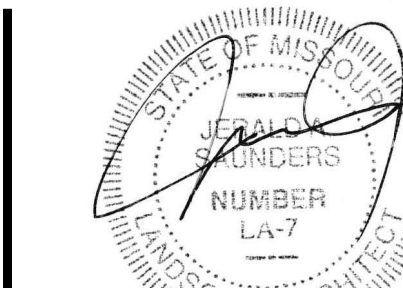
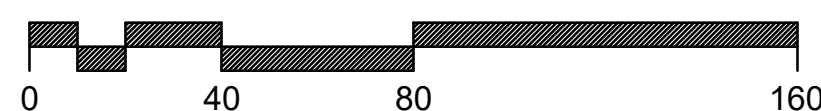
22 total lots for Tustin / Meridian
66 total evergreen (broadleaf) shrubs
22 total medium evergreen shrubs
110 total medium deciduous shrubs
22 total ornamental grasses
55 total dwarf ornamental grasses
143 total perennial / ground cover plants

Legend:

Symbol	Description
(+)	Existing Individual Tree
(W)	53 Proposed Columnar Canopy-Shade Trees @ 3" caliper inch size; Species may include, but not limited to: Kindred Spirit Oak, Regal Prince Oak, Urban Sunset Maple, Street Keeper Honeylocust, and Princeton Sentry Ginkgo
(X)	70 Proposed Canopy-Shade Trees @ 3" caliper inch size; Species may include, but not limited to: Shumard Oak, Autumn Blaze Maple, October Glory Maple, Skyline Honeylocust, Autumn Gold Ginkgo, and Allee Lacebark Elm
(Y)	49 Proposed Understory-Ornamental Trees @ 3" caliper inch size; Species may include, but not limited to: Allegheny Serviceberry (clump), Kousa Dogwood, Forest Pansy Redbud, Krauter Vesuvius Cherry Plum, and Seven-son Flower
(T)	80 Proposed Evergreen Trees @ 6" tall; Species may include, but not limited to: Black Hills Spruce, Norway Spruce, Green Giant Arborvitae, and columnar Juniper
(Z)	82 Proposed Columnar Evergreen Trees @ 6" tall; Species may include, but not limited to: Emerald Green Arborvitae, Taylor Juniper, Keteleeri Juniper, Leyland Cypress, and Schipka Cherry Laurel
(S)	Proposed Shrubs, Grasses, Ground Covers and Perennials; Species may include, but not limited to: Grey Owl Juniper, Otto Luyken Laurel, Green Gem Boxwood, Strongbox Inkberry, Nest Spruce, Golden Mop False Cypress, Viburnum, Hydrangea, Weigela, Spirea, Pygmy Barberry, Maiden Grass, Switch Grass, Feather Reed Grass, Shasta Daisy, Echinacea, Coreopsis, Sage, and Hosta



Concept Landscape Plan
SCALE 1"=40'



Jerald Saunders - Landscape Architect
MO License # LA-507
Consultants:

SITE DEVELOPMENT PLAN FOR:

LOT 16 OF OLIA VILLAGE

10300 OLIVE BLVD.
CREVE COEUR, MISSOURI

Revisions:

Date	Description	No.
12/8/25	City Comments	1
12/15/25	Summary correct	2
1/7/26	City Comments	3

Drawn: KP
Checked: RS



Sheet Title: Landscape Plan

Sheet No: L1.01

Date: 11/14/25
Job #: 813.151

FIXTURES MOUNTED AT 16' INCLUDING BASE
LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary

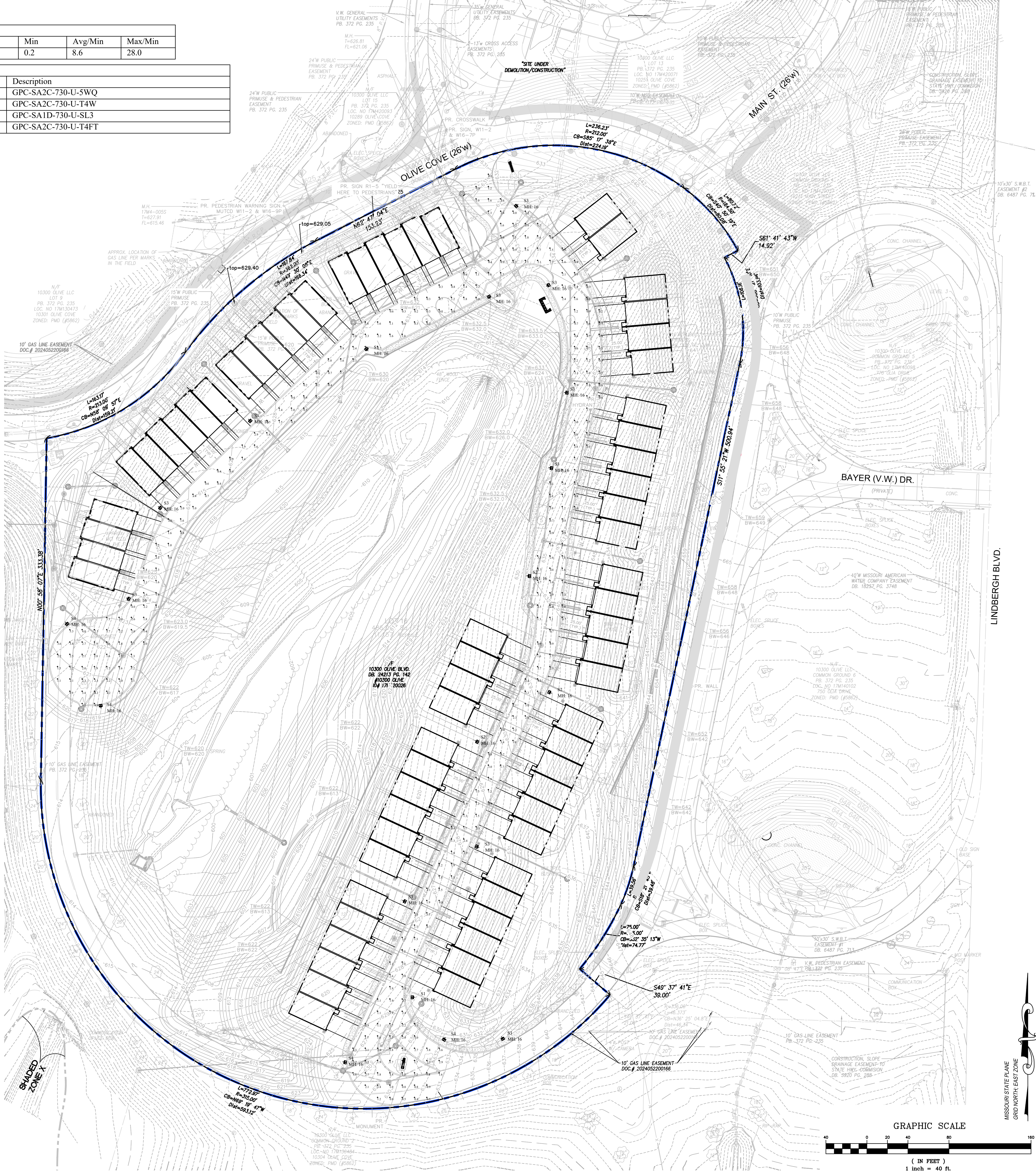
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	1.71	5.6	0.2	8.6	28.0

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	Total Watts	Description
	2	S1	Single	0.900	113	226	GPC-SA2C-730-U-5WQ
	3	S2	Single	0.900	113	339	GPC-SA2C-730-U-T4W
	11	S3	Single	0.900	67	737	GPC-SA1D-730-U-SL3
	4	S4	Single	0.900	113	452	GPC-SA2C-730-U-T4FT

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RE-CALCULATION.

PHOTOMETRIC PLAN PROVIDED BY OTHERS



PREPARED BY:

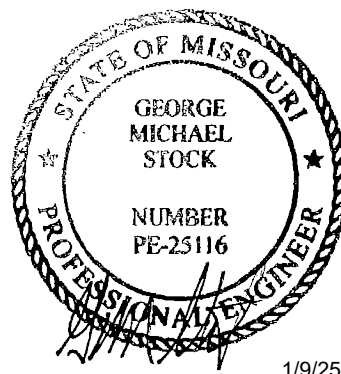
257 Overfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

Stock & Associates
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

THE VALE AT OLIA VILLAGE

10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER 000996

REVISIONS:

1. 12-08-25 CITY
2. 12-18-25 SIDEWALK
3. 01-09-2026 CITY

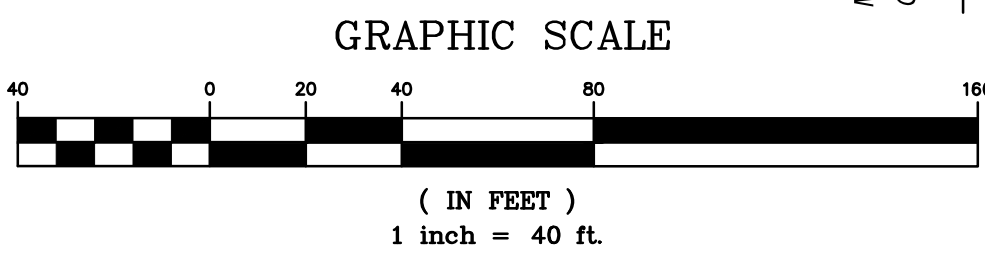
DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 11/14/25	JOB NO: 2022-7304
M.S.D. P. #	BASE MAP: 17MA
S.L.C. HAT. #	HAT SUP. #
M.D.N.R. #	

SHEET TITLE:

PHOTOMETRIC PLAN

SHEET NO.:
E1.0

MISSOURI STATE PLANE
GRID NORTH EAST ZONE



THE VALE AT OLIA VILLAGE

A TRACT OF LAND BEING LOT 16 OF OLIA VILLAGE CREVE COEUR AS RECORDED IN
PLAT BOOK 372, PAGE 235 LOCATED TOWNSHIP 45 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI
PROPERTY ZONED PDM ORD.# 5862

PARCEL	AREA (S.F.)	AREA (Ac.)
BMP AREA 1	18,002	0.413
BMP AREA 2	12,360	0.284
COMMON GROUND 1	56,431	1.295
COMMON GROUND 2	195,454	4.487
LOT 1	2,039	0.047
LOT 2	1,500	0.034
LOT 3	1,507	0.035
LOT 4	2,708	0.062
LOT 5	2,612	0.060
LOT 6	1,503	0.035
LOT 7	1,500	0.034
LOT 8	1,500	0.034
LOT 9	1,500	0.034
LOT 10	2,081	0.048
LOT 11	2,063	0.047
LOT 12	1,500	0.034
LOT 13	1,500	0.034
LOT 14	1,500	0.034
LOT 15	1,500	0.034
LOT 16	2,289	0.053
LOT 17	2,295	0.053
LOT 18	1,500	0.034
LOT 19	1,500	0.034
LOT 20	1,500	0.034
LOT 21	1,500	0.034
LOT 22	2,063	0.047
LOT 23	2,827	0.065
LOT 24	3,107	0.071
LOT 25	3,833	0.088
LOT 26	2,026	0.047
LOT 27	1,982	0.045
LOT 28	3,307	0.076
LOT 29	2,805	0.064
LOT 30	1,980	0.045
LOT 31	1,980	0.045
LOT 32	1,980	0.045
LOT 33	1,980	0.045
LOT 34	2,764	0.063
LOT 35	3,059	0.070
LOT 36	2,087	0.048
LOT 37	2,027	0.047
LOT 38	1,982	0.046
LOT 39	3,299	0.076
LOT 40	2,805	0.064
LOT 41	1,980	0.045
LOT 42	1,980	0.045
LOT 43	1,980	0.045
LOT 44	1,980	0.045
LOT 45	2,805	0.064
LOT 46	2,805	0.064
LOT 47	1,980	0.045
LOT 48	1,980	0.045
LOT 49	1,980	0.045
LOT 50	1,980	0.045
LOT 51	2,797	0.064
LOT 52	2,809	0.064
LOT 53	1,980	0.045
LOT 54	1,980	0.045
LOT 55	1,980	0.045
LOT 56	1,980	0.045
LOT 57	2,805	0.064
LOT 58	2,805	0.064
LOT 59	1,980	0.045
LOT 60	1,980	0.045
LOT 61	1,980	0.045
LOT 62	1,980	0.045
LOT 63	2,805	0.064
LOT 64	2,805	0.064
LOT 65	1,980	0.045
LOT 66	1,980	0.045
LOT 67	2,748	0.063
PRIVATE ROW	57,954	1.33

PERTINENT DATA

LOCATOR NO.: 17M40026
OWNER UNDER CONTRACT: GRAND COMMUNITIES, LLC
LOT AREA: 11,157 Acres ±
ZONING: PMD (ORD. #5862)
SITE ADDRESS: 10300 OLIVE BLVD.
FIRE DISTRICT: CREVE COEUR, MISSOURI 63141
SCHOOL DISTRICT: CREVE COEUR
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: DEER CREEK
FEMA MAP: 29189C0192K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

GENERAL NOTES:

- SUBJECT PROPERTY IS ZONED PMD ORD.# 5862, AND WILL BE RESIDENTIAL USE CATEGORY D RESIDENTIAL SUB-DISTRICT SETBACKS:
 - FRONT YARD: 5'
 - SIDE YARD: NONE OR 7.5' (MIN)
 - REAR YARD: 5'
 - MIN. DISTANCE BETWEEN BUILDINGS OR UNIT CLUSTERS: 15'
 - BUFFER YARD: NONENOTE: THE ABOVE ZONING PROVIDED BY THE CITY OF CREVE COEUR, AND TO VERIFY THE CLIENT SHOULD OBTAIN A ZONING ENDORSEMENT FROM THEIR TITLE COMPANY.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 29189C0192K WITH AND EFFECTIVE DATE OF 2/4/2015.
- PROPOSED SANITARY SEWERS WILL BE 8" PVC, GRAVITY SYSTEM AND DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT.
- PROPOSED STREETS ARE PRIVATE, 24.0 WIDE MEASURED FROM BACK OF CURB. IN LOCATIONS OF ON-STREET PARALLEL PARKING THE STREETS ARE 34.0' WIDE. STREET WILL BE CONCRETE AND CONSTRUCTED IN ACCORDANCE WITH THE SITE SPECIFIC ORDINANCE FOR OLIA VILLAGE DEVELOPMENT FOR PRIVATE STREETS.
- THE PROPOSED PRIVATE RIGHT-OF-WAY FOLLOWS THE BACK OF CURB.

LEGAL DESCRIPTION

ALL OF LOT 16 OF "OLIA VILLAGE CREVE COEUR" A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS PLAT BOOK 372, PAGE 235, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, LOCATED IN TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON GROUND 2 OF ABOVE SAID SUBDIVISION, SAID POINT ALSO BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF LINDBERGH BOULEVARD, VARIABLE WIDTH; THENCE ALONG THE NORTHERN LINES OF SAID COMMON GROUND THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 08 MINUTES 47 SECONDS EAST, 283.68 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 336.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 46.37 FEET AND A CHORD WHICH BEARS SOUTH 36 DEGREES 25 MINUTES 05 SECONDS WEST, 46.34 FEET AND NORTH 49 DEGREES 37 MINUTES 41 SECONDS WEST, 21.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 315.00 FEET SAID POINT ALSO BEING TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF ABOVE SAID LOT 16; THENCE ALONG THE COMMON LINE BETWEEN COMMON GROUND 2 THE FOLLOWING: ALONG SAID CURVE WITH AN ARC LENGTH OF 772.97 FEET AND A CHORD WHICH BEARS NORTH 69 DEGREES 19 MINUTES 47 SECONDS WEST, 593.12 FEET TO A POINT OF TANGENCY AND NORTH 00 DEGREES 58 MINUTES 07 SECONDS EAST, 133.38 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF OLIVE COVE, 28 FEET WIDE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 213.00 FEET, AN ARC LENGTH OF 163.17 FEET AND A CHORD WHICH BEARS NORTH 58 DEGREES 09 MINUTES 57 SECONDS EAST, 159.21 FEET TO POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET, AN ARC LENGTH OF 167.84 FEET AND A CHORD WHICH BEARS NORTH 49 DEGREES 30 MINUTES 08 SECONDS EAST, 166.34 FEET TO A POINT OF TANGENCY, NORTH 62 DEGREES 47 MINUTES 04 SECONDS EAST, 153.23 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 212.00 FEET, AN ARC LENGTH OF 236.23 FEET AND A CHORD WHICH BEARS SOUTH 85 DEGREES 17 MINUTES 38 SECONDS EAST, 224.19 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 184.50 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 80.72 FEET AND A CHORD WHICH BEARS SOUTH 40 DEGREES 50 MINUTES 19 SECONDS EAST, 80.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLIA DRIVE, VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 61 DEGREES 41 MINUTES 43 SECONDS WEST, 14.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 106.16 FEET AND A CHORD WHICH BEARS SOUTH 08 DEGREES 21 MINUTES 10 SECONDS EAST, 103.69 FEET TO A POINT OF TANGENCY, SOUTH 11 DEGREES 55 MINUTES 21 SECONDS WEST, 500.94 FEET TO A POINT OF CURVATURE, TO THE RIGHT HAVING A RADIUS OF 176.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 39.56 FEET AND A CHORD WHICH BEARS SOUTH 18 DEGREES 21 MINUTES 45 SECONDS WEST, 39.48 FEET TO A POINT OF COMPOUND CURVATURE, TO THE RIGHT HAVING A RADIUS OF 276.00 FEET, ALONG SAID CURVE WITH AN ARC LENGTH OF 75.00 FEET AND A CHORD WHICH BEARS SOUTH 32 DEGREES 35 MINUTES 13 SECONDS WEST, 74.77 FEET AND ALONG A NON-TANGENT LINE SOUTH 49 DEGREES 37 MINUTES 41 SECONDS EAST, 39.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 486,015 SQUARE FEET OR 11,157 ACRES, MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC DURING AUGUST 2025

75.0'	7.5' SIDEYARD	5' BLDG. LINE (FRONT)
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
27.50'W	20.00'W	20.00'W
20.00'W	20.00'W	27.50'W

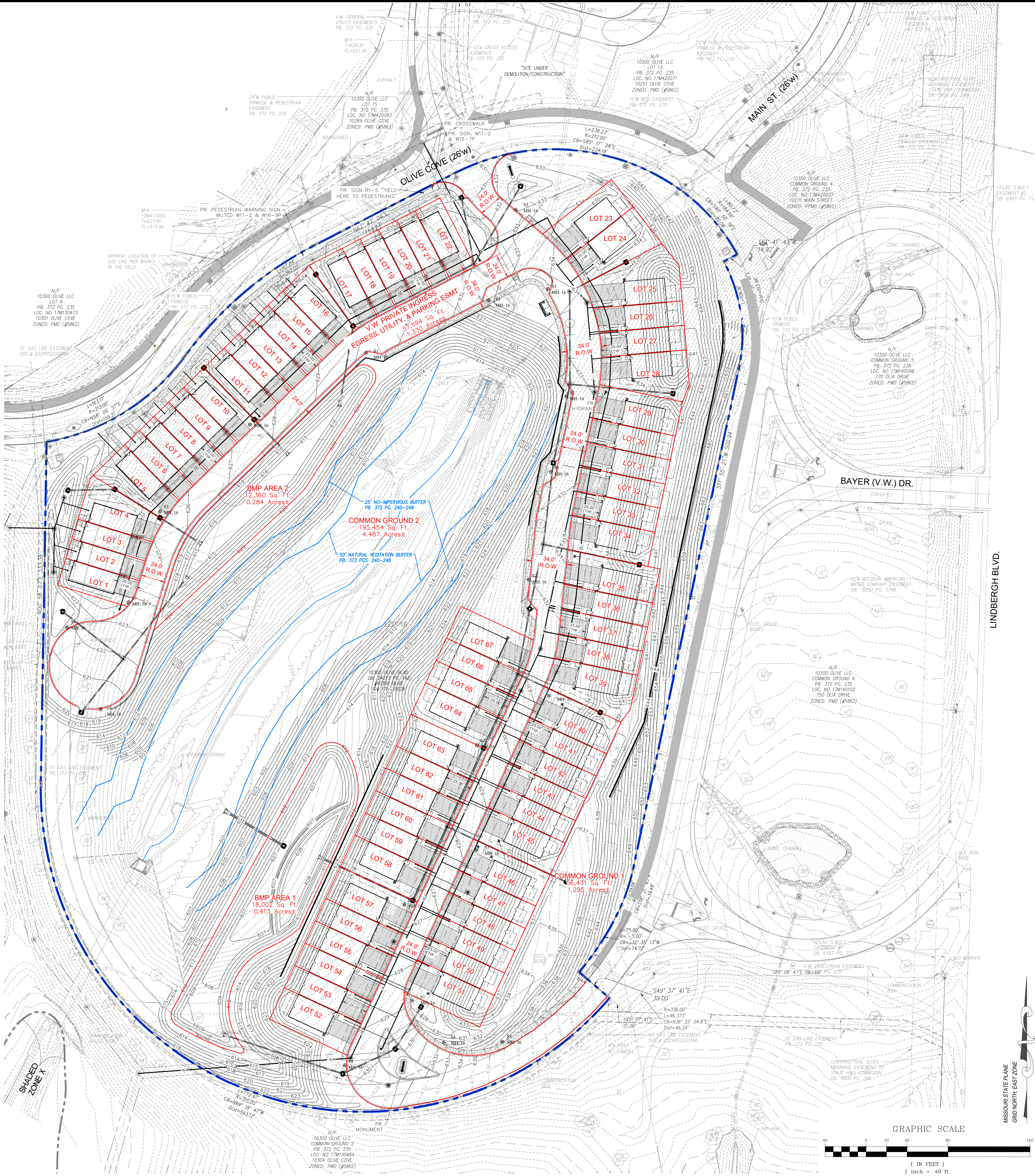
PRIVATE STREET - 24'W P.V.M.T.

MERIDIAN LOTS (1-22) - 1,500 S.F. (MIN.) (N.T.S.)

77.50'	10' SIDEYARD	10' BLDG. LINE (REAR)
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
0' SIDEYARD	0' SIDEYARD	0' SIDEYARD
34.00'W	24.00'W	24.00'W
24.00'W	24.00'W	34.00'W

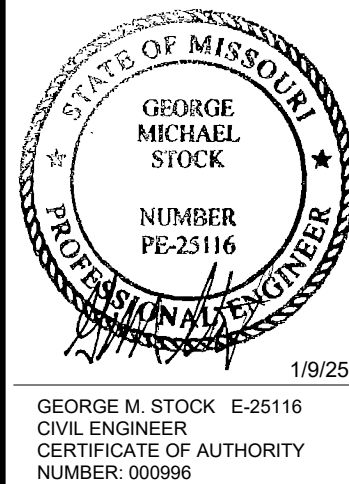
PRIVATE STREET - 24'W P.V.M.T.

LOGAN LOTS (23-67) - 1,860 S.F. (MIN.) (N.T.S.)



PREPARED BY:

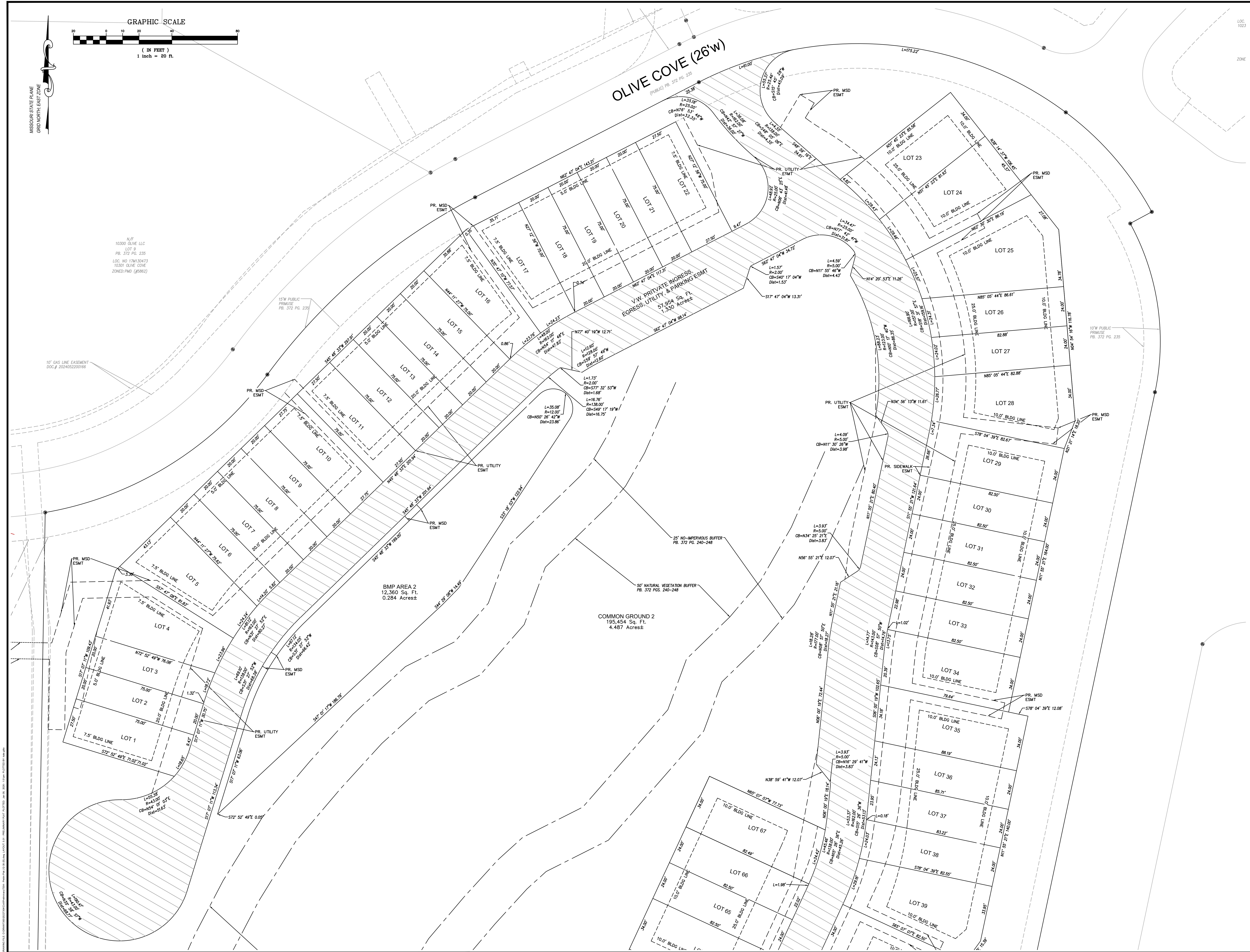
SITE DEVELOPMENT PLAN FOR:

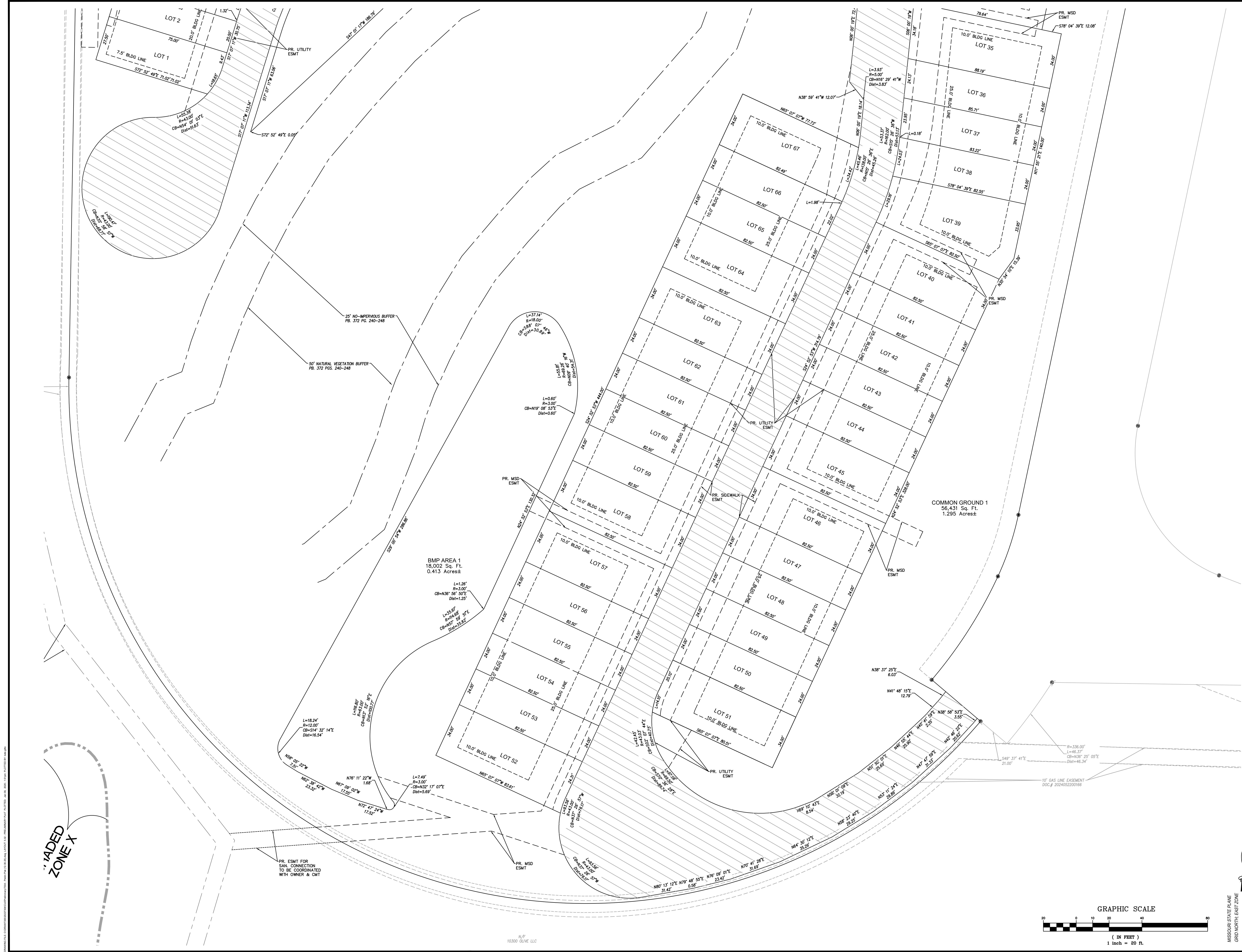


REVISIONS:	
1. 12-08-25 CITY	
2. 12-18-25 SIDEWALK	
3. 01-09-2026 CITY	
DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 11/14/25	JOB NO: 2022-7304
M.S.D. P. #	RACE MAP: 17M4
S.L.C. HAT #	HAT S.U.P. #
M.D.N.R. #	
SHEET NO:	

PRELIMINARY PLAT

C5.0





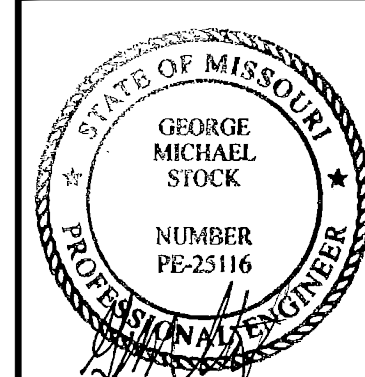
PREPARED BY:

Stock & Associates, Inc.
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:

THE VALE AT OLIA VILLAGE

10300 OLIVE BLVD.,
CREVE COEUR, MISSOURI



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER 000996

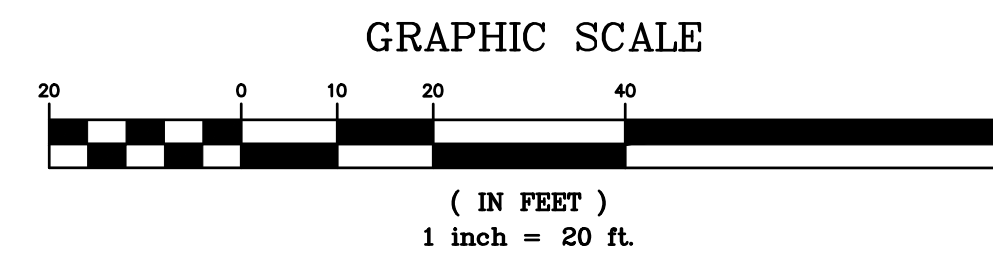
REVISIONS:
1. 12-08-25 CITY
2. 12-18-25 SIDEWALK
3. 01-09-2026 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 11/14/25 JOB NO: 2022-7304
M.S.D. P. # BASE MAP # 17M4
S.L.C. HAT # HAT S.U.P. #
M.A.N.R. #

SHEET TITLE:
PRELIMINARY PLAT

SHEET NO.:
C5.2

MISSOURI STATE PLANE
GRID NORTH/EAST ZONE

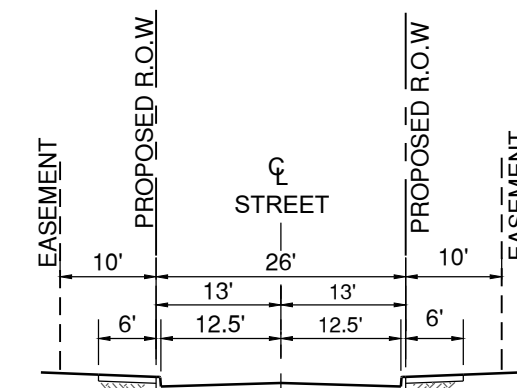
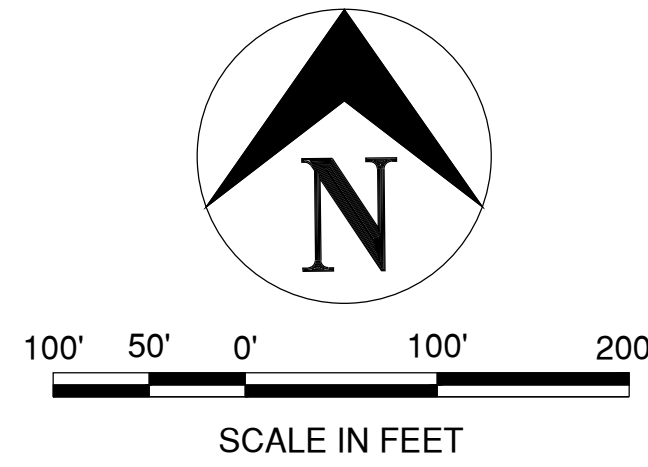


PARTIALLY AMENDED
STREET PLAN
OLIA VILLAGE

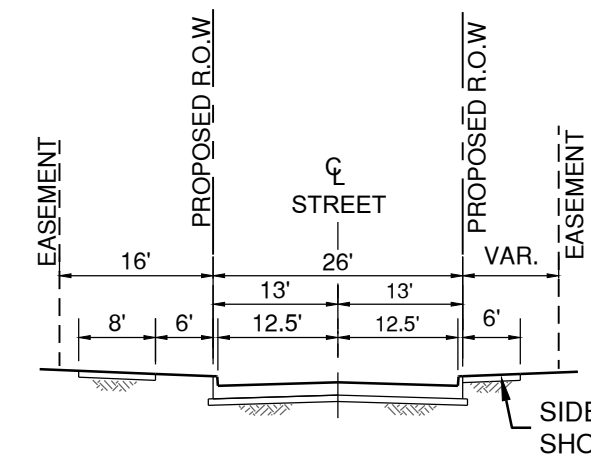
SOUTHWEST QUADRANT OF OLIVE & LINDBERGH BOULEVARD
CREVE COEUR, MO

- LEGEND
- DEVELOPMENT BOUNDARY LINE
 - PROPOSED LOT LINE
 - PROPOSED R.O.W. LINE
 - CONCEPTUAL BLDG FOOTPRINT
 - PROPOSED R.I.M.U.S.S. EASEMENT
 - PROPOSED ROADWAY (WITHIN RIGHT-OF-WAY)
 - PROPOSED ON-STREET PARKING (WITHIN EASEMENT)
 - PROPOSED PRIVATE ROADWAY

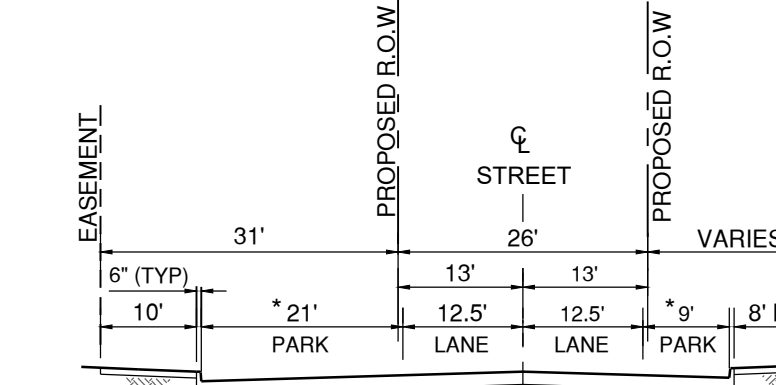
- KEYNOTES
- PROPOSED RIGHT-OF-WAY
 - PROPOSED ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER, SIDEWALK (R.I.M.U.S.S.) EASEMENT
 - CONCEPTUAL FUTURE ENTRANCE
 - EXISTING STL WATER MAIN CONDUITS
 - EXISTING STL WATER MAIN EASEMENT



TYPICAL SECTION #1
STANDARD STREET SECTION

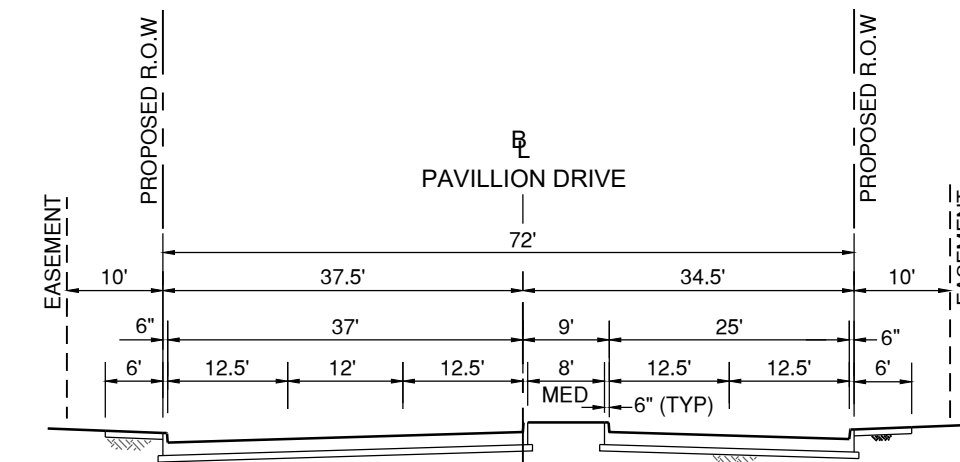


TYPICAL SECTION #2
OLIVE COVE

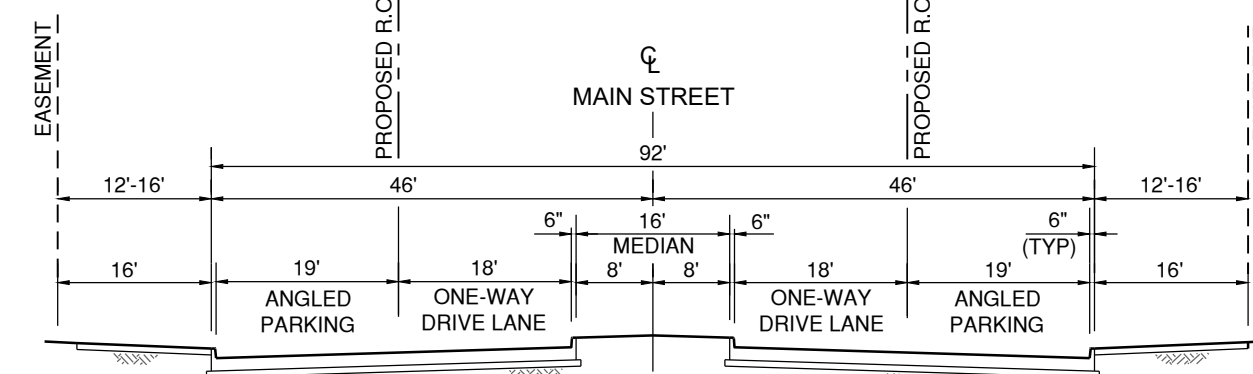


* PARKING VARIES:
9' PARALLEL PARKING
21' ANGLED PARKING

TYPICAL SECTION #3
STANDARD STREET SECTION
WITH ADJACENT PARKING



TYPICAL SECTION #4
PAVILLION DRIVE ENTRANCE



TYPICAL SECTION #5
MAIN STREET (MEDIAN SECTION)

ROADWAY INFORMATION		
STREET NAME	CENTERLINE LENGTH (FT)	LANE MILES (MI)
PUBLIC ROADWAYS		
PAVILLION DRIVE	560	0.428
VINTAGE AVE	770	0.292
MAIN STREET	2,330	0.882
ARBOR WAY	750	0.284
OLIVE COVE	2,120	0.803
TWISTED BRANCH DRIVE	1,190	0.451
VINE STREET	700	0.265
BAYER DRIVE	720	0.273
ON-RAMP FROM BAYER DRIVE	180	0.034
OFF-RAMP TO BAYER DRIVE	320	0.061
SUB-TOTAL :	9,640	3.773
PRIVATE ROADWAYS		
BAYER DRIVE (E/W)	220	0.083
LOT 16	1,978	0.749
SUB-TOTAL :	2,198	0.832

GENERAL NOTES

- EXISTING EASEMENTS NOT SHOWN FOR CLARITY.
- EXISTING UTILITIES NOT SHOWN FOR CLARITY.
- PROPOSED UTILITY EASEMENTS NOT SHOWN FOR CLARITY.
- PROPOSED UTILITIES NOT SHOWN FOR CLARITY.
- COMMON GROUND 5 & 6 WILL BE MODIFIED FOR ROADWAY ACCESS COMMON GROUND PER FINAL PLAN.

PREPARED BY:

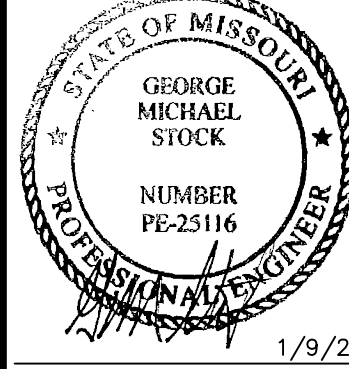
STOCK & ASSOCIATES
Consulting Engineers, Inc.

PARTIALLY AMENDED CONCEPT PLAN FOR:

OLIA VILLAGE DEVELOPMENT

LINDBERGH & OLIVE BLVD

DATE:



GEORGE M. STOCK E-23116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

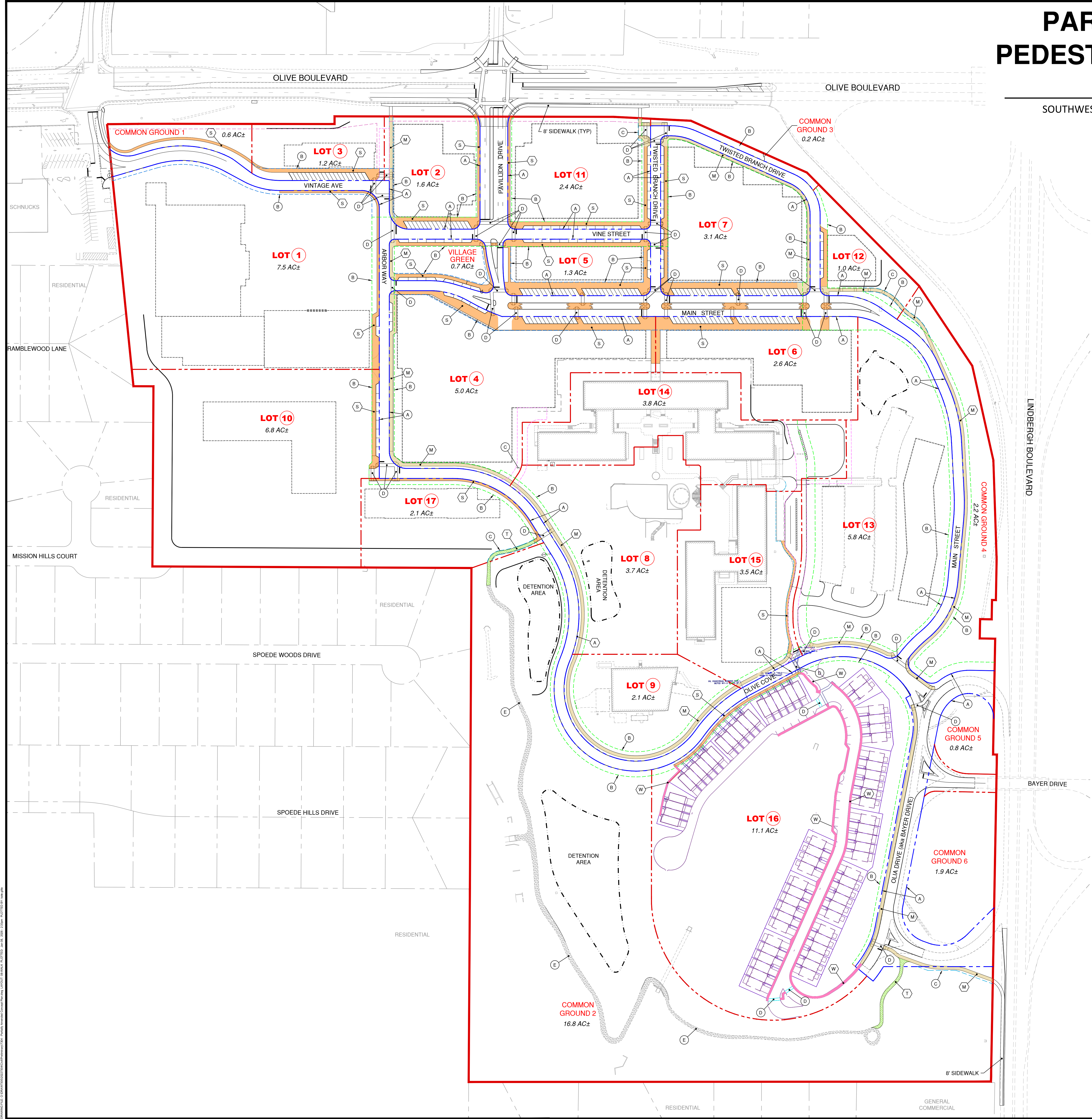
- 12-08-25 CITY
- 12-18-25 SIDEWALK
- 01-09-2026 CITY

DRAWN BY: K.S.G./E.J.F. CHECKED BY: G.M.S.
DATE: 11-14-25 JOB NO: 2022-7304
MSD: P # 17M4
S.L.C. HAT # HAT S.U.P. #
M.D.N.R. #

SHEET TITLE: STREET PLAN
SHEET NO.: C-107

PARTIALLY AMENDED
PEDESTRIAN MOBILITY PLAN
OLIA VILLAGE

SOUTHWEST QUADRANT OF OLIVE & LINDBERGH BOULEVARD
CREVE COEUR, MO



LEGEND

- DEVELOPMENT BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED R.O.W. LINE
- CONCEPTUAL BLDG FOOTPRINT
- PROPOSED EASEMENT
- ROADWAY STRIPING - STOP BAR
- ROADWAY STRIPING - CROSSWALK
- PROPOSED CONCRETE SIDEWALK (WITHIN EASEMENT)
- PROPOSED CONCRETE MULTI-USE SIDEWALK 8' MIN WIDE (WITHIN EASEMENT)
- PROPOSED 8' WIDE NATURAL AGGREGATE TRAIL (WITHIN EASEMENT ON NON-COMMON AREAS)
- PROPOSED PRIVATE SIDEWALK ON LOT 16

KEYNOTES

- (A) PROPOSED RIGHT-OF-WAY
- (B) PROPOSED ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER, SIDEWALK (R.I.M.U.S.S.) EASEMENT
- (C) PROPOSED SIDEWALK EASEMENT
- (D) PROPOSED CROSSWALK
- (E) EXISTING AGGREGATE TRAIL TO REMAIN (WIDTH VARIES APPROXIMATELY 8' TO 12')

SCALE IN FEET

100' 50' 0' 100' 200'

North Arrow

PEDESTRIAN MOBILITY INFORMATION			
LOCATION	STANDARD SIDEWALK LENGTH (FT)	NATURAL TRAIL LENGTH (FT)	8' MULTI-USE SIDEWALK (FT)
PAVILLION DRIVE	840		
MAIN STREET	2,160		
MAIN STREET (EAST LEG)			1,245
HARVEST DRIVE	1,040		
ARBOR LANE	815		700
OLIVE COVE	918		2,010
TWISTED BRANCH	1,040		670
VINE STREET	1,190		
OLIA DRIVE (AKA BAYER DRIVE)			690
LOT 16 - OLIVE COVE	420		
LOT 16 - PRIVATE WALK	2,261		
(TO) LINDBERGH BLVD			300
WEST / SOUTH TRAIL (PROPOSED)		400	
WEST / SOUTH TRAIL (EXISTING)		2,210	
SUB-TOTAL:	10,684	2,610	5,615

PREPARED BY: **STOCK & ASSOCIATES** Consulting Engineers, Inc.

757 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9001
e-mail: general@stockassoc.com Web: www.stockassoc.com

PARTIALLY AMENDED CONCEPT PLAN FOR:
OLIA VILLAGE DEVELOPMENT
LINDBERGH & OLIVE BLVD

DATE: 1/9/25

GEORGE M. STOCK
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY NUMBER: 000996

REVISIONS:

1.	12-08-25	CITY
2.	12-18-25	SIDEWALK
3.	01-09-2026	CITY

DRAWN BY: K.S.G./E.J.F. CHECKED BY: G.M.S.

DATE: 11-14-25 JOB NO: 2022-7304

M.S.D. P. # BASE MAP # 17M4

S.L.C. HAT # HAT S.U.P. #

M.D.N.R. #

SHEET TITLE: **PEDESTRIAN PLAN**

SHEET NO.: **C-108**

CALCS WITH BUFFER & WALL AT 50'

OLIA VILLAGE - TREE CONSERVATION PLAN

TREE MASSES SURVEY (BY COLE)

Total Tree Masses Surveyed (SF)	958,667
Existing Tree Masses to Be Removed (SF)	478,379
Existing Tree Masses to Remain (SF)	480,288
% Existing Tree Mass to Remain (SF)	50.1%

INDIVIDUAL TREE SURVEY (BY COLE)

Total Existing 6" + Trees Surveyed	670
Existing 6"-19" Trees to Be Removed	404
Existing 20" + Trees to Be Removed	77
Total 6" + Trees to Be Removed	481
Existing 6" + Trees to Remain	189
% Existing 6" Trees to Remain	28%
Total Individual Trees Removed over 50%	146

PROPOSED TREE PLANTING (BY SWT)

Total Phase 1 Trees to be Planted	619
Street Trees to be Planted in Phase 1	111
Non-Street Trees to be Planted in Phase 1	508
Individual Tree Surplus after Phase 1	362

Note: Calcs do not yet account for hazardous, in poor condition, dead, diseased, or invasive trees. Final new trees required may be adjusted after existing dead and invasive trees have been accounted for by registered Landscape Architect.

Note:

Revised calcs editing made by Loomis Associates on December 1, 2025.
Some individual tree removals may be due to dead or diseased trees and are not included in individual existing tree quantities.

REVISED CALCS
(December 8, 2025)

TREE MASSES SURVEY

<--- No change
<--- No change
<--- No change
<--- No change

INDIVIDUAL TREE SURVEY

Total Existing 6" + Trees Surveyed	670
Existing 6"-19" Trees to Be Removed	438
Existing 20" + Trees to Be Removed	94
Total Existing 6" + Trees to Be Removed	532
Total Existing 6" + Trees to Remain	138
% Existing 6" Trees to Remain	21 %
Total Individual Trees Removed over 50 %	197

PROPOSED TREE PLANTING (PHASE 1 / LOT 16)

Total Trees to be Planted	916
Street Trees to be Planted	126
Non-Street Trees to be Planted	790

LEGEND

- TREE MASS TO REMAIN
- TREE MASS TO BE REMOVED
- INDIVIDUAL 6"+ DBH TREES TO REMAIN
- INDIVIDUAL 6"-19" DBH TREES TO BE REMOVED
- INDIVIDUAL 20"+ DBH TREES TO BE REMOVED

A TREE PRESERVATION PLAN
SCALE 1"=100'

Note:

Original Tree Preservation Plan produced by
SWT DESIGN with revisions dated
November 13, 2023.
Edits made by Loomis Associates on
December 1, 2025.

LOOMIS ASSOCIATES
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Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

Jerald Saunders - Landscape Architect
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PREPARED BY:

CMT
Crawford, Murphy & Tilly

ONE MEMORIAL DRIVE, SUITE 500
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OFFICE NO. (314) 436-5500
LICENSE NO. 184-000631

CONSULTANTS:

SWT DESIGN

7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

PRELIMINARY
NOT FOR CONSTRUCTION
DECEMBER 1, 2025

OLIA VILLAGE
LINDBERGH & OLIVE BLVD

OLIA VILLAGE
THE HEART OF CREVE COEUR

10300 OLIVE BLVD
CREVE COEUR, MO 63141

MARK	DATE	DESCRIPTION
1	12/8/25	CITY COMMENTS FOR LOT 16 (BY LA)
2	12/1/25	CITY COMMENTS FOR LOT 16 (BY LA)
3	11/13/23	LANDSCAPE CONCEPT PLANS
4	10/23/23	LANDSCAPE CONCEPT PLANS
5	9/26/23	LANDSCAPE CONCEPT PLANS
6	9/13/23	LANDSCAPE CONCEPT PLANS
7	8/11/23	LANDSCAPE CONCEPT PLANS

PROJECT NO:	23005201-00
CAD DWG FILE:	813.151_TREE PRESERVATION-SWT.DWG
DESIGNED BY:	WM
DRAWN BY:	MB/ZTS
CHECKED BY:	BR
APPROVED BY:	BR
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2023

SHEET TITLE

TREE PRESERVATION PLAN

LD-100

SHEET

OF

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NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN EVENTS OF
DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR
SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE
DRAWINGS. ALL QUESTIONS IN REFERENCE TO CONTRACT DOCUMENTS
SHALL BE IMMEDIATELY DIRECTED TO THE LANDSCAPE ARCHITECT.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
THE VALE AT OLIA VILLAGE**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
THE VALE AT OLIA VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE VALE AT OLIA VILLAGE (“Declaration”) is made as of _____, by **10300 OLIVE LLC** (the “Declarant”), under the following circumstances:

- A. Declarant is the owner in fee simple of certain real property located in St. Louis County, Missouri, more particularly described in **Exhibit A** attached hereto (the “Property”) and desires to create a residential community consisting of Dwelling Units (as hereinafter defined) with permanent Common Elements (as hereinafter defined) for the benefit of said community; and
- B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements, and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and
- C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and Assessments hereinafter created; and
- D. Declarant has formed The Vale at Olia Village Homeowners’ Association, Inc., as a Missouri not-for-profit corporation (the “Association”), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in **Exhibit A** and such Additional Property as may be subjected to the provisions hereof, shall be held, sold and conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 1

DEFINITIONS

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

- 1.1 “Access and Utility Easements” means and refers to any easements shown on any Record Plat for the Subdivision and marked “Access Easement,” “Utility Easement,” or any combination thereof, which shall be maintained as provided for in this Declaration.
- 1.2 “Additional Property” means property that may in the future be added to the Property and made subject to the provisions of this Declaration, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, and may include any property in the vicinity of, adjacent to, or contiguous with the Property, or a part of the Property as it is then constituted.
- 1.3 “Architectural Guidelines” means as defined in Section 6 of this Declaration.
- 1.4 “Areas of Common Responsibility” means and refers to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association, whether located within the Property or adjacent to it. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, regional retention/detention basins adjacent to the Property, or other areas adjacent to the Property that the Association determines, may be part of the Areas of Common Responsibility.
- 1.5 “Articles” and “Articles of Incorporation” mean those articles, filed with the Missouri Secretary of State, incorporating the The Vale at Olia Village Homeowners’ Association, Inc., as a non-profit corporation under the provisions of Chapter 355 of the Missouri Revised Statutes, as the same may be amended from time to time.
- 1.6 “Assessments” mean General Assessment, Special Assessment, Individual Assessment, Working Capital Assessment, and Capital Contribution Assessment, or any other Assessments required by the Declaration or any Supplemental Declaration.
- 1.7 “Association” means and refers to The Vale at Olia Village Homeowners’ Association, Inc., an Missouri not-for-profit corporation, and any successor organization, which owns, operates and maintains the Common Elements.
- 1.8 “Board” or “Board of Directors” means the Board of Directors of the Association or the Board of Directors as established by the Class B Member established pursuant to its Articles of Incorporation, Regulations, and this Declaration.

- 1.9 “Builder(s)” means Fischer Homes St. Louis, LLC, a Missouri limited liability company, its successors, assigns, affiliates, and such other persons or entities, approved in writing by Declarant, that may acquire one or more Lots from Declarant for the purpose of constructing Improvements thereon for resale to an Owner.
- 1.10 “Capital Contribution Assessment” means as defined in Section 5 of this Declaration.
- 1.11 “Class A Members” or “Class A Membership” means those Members of the Association consisting of all Owners except, during the Development Period, Declarant.
- 1.12 “Class B Member” or “Class B Membership” means, during the Development Period, Declarant, as a member of the Association.
- 1.13 “Common Elements” means and refers to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of all its Members.
- 1.14 “Common Expenses” means as defined in Section 5 of this Declaration.
- 1.15 “Common Private Driveway” means and refers to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which may be situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.
- 1.16 “Common Private Driveway Easement” means and refers to all private driveway easement(s) located on the Property as shown on any Record Plat, or other recorded instrument. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).
- 1.17 “Community-Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and Declarant.
- 1.18 “Conservation Easement” means and refers to all conservation easements, if any, located on the Property as shown on any Record Plat or recorded Easement Plat.
- 1.19 “Declarant” means 10300 OLIVE LLC, its successors, assigns, and affiliates.

- 1.20 “Declaration” means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Vale at Olia Village as the same may from time to time be amended or supplemented in the manner prescribed herein.
- 1.21 “Default” means any violation of, breach of, or any failure to comply with, the Restrictions, this Declaration or any other Governing Documents as defined herein.
- 1.22 “Development Period” means the period commencing on the date on which this Declaration is recorded in the St. Louis County, Missouri Recorder of Deeds Office and terminating on the earlier to occur of: (i) within sixty (60) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.
- 1.23 “Dwelling Unit” means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons, which residence may either be attached or detached.
- 1.24 “General Assessment” means as defined in Section 5 of this Declaration.
- 1.25 “Governing Documents” means the Declaration, the Regulations, the Articles of Incorporation, the Record Plat, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.
- 1.26 “Improvements” means all Dwelling Units, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, tennis courts, and all other types of recreational courts, fixtures and facilities, including but not limited to, tree houses, play houses, children’s recreational equipment or structures, basketball goals and playground equipment; pet houses, runs, and enclosures; changing of colors or materials of the Improvements; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms or landscaping; and all other structures or Improvements of every type, constructed or maintained on the Property.
- 1.27 “Individual Assessment” means the charge established in Section 5 of this Declaration.
- 1.28 “Landscape, Fencing and Signage Easement” means as defined in Section 9 of this Declaration.

- 1.29 “Lot(s)” means each of the parcels of land shown as such upon the Record Plats of the Property and may be one of the following described Lots:
- (a) Single Family Lot is a Lot upon which a single Dwelling Unit is situated, typically with minimal or no maintenance services but specifically as described herein.
 - (b) Patio Home Lot is a Lot upon which a single Dwelling Unit is situated, typically with some provided maintenance services but specifically as described herein.
 - (c) Paired Lot (whether Paired Patio or Paired Townhome) is a Lot upon which attached Dwelling Units that share a common wall each of which is situated on its own fee simple property with maintenance services as described herein. The Dwelling Units may be more than one story. The Dwelling Units may not be severed from one another.
- 1.30 “Maintenance Standards” means those standards adopted by Declarant and/or the Board pursuant to Section 8 of the Declaration as the same may from time to time be amended.
- 1.31 “Members” means all Class A Members and the Class B Member.
- 1.32 “Maintenance Assessment” means as defined in Section 5.3 of this Declaration.
- 1.33 “Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner’s family members, guests, invitees, Tenants and lessees.
- 1.34 “Open Spaces” means and refers to all open spaces, reserve spaces, C.A. spaces, and/or common areas located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.
- 1.35 “Owner” means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.
- 1.36 “Private Driveway Easement” means and refers to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).
- 1.37 “Private Easements” means and refers to any drainage, utility, sanitary sewer, or storm sewer easement, or any combination thereof, shown on any Record Plat. These areas are for the benefit of all Lot Owners and any applicable government agency having jurisdiction over them and shall be maintained as provided for in this Declaration or Record Plat.

- 1.38 “Private Street” means any street constructed by the Declarant, which has not been dedicated to a municipality, on the Property providing primary access to individual Lots within the Subdivision as shown on any Record Plat for the Subdivision and intended to be owned and maintained by the Association as a Common Element.
- 1.39 “Property” means that certain land more particularly described in **Exhibit A** to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 3 herein, those portions shall then be deemed part of the Property.
- 1.40 “Record Plat” means a plat of The Vale at Olia Village as recorded in the St. Louis County, Missouri Recorder of Deeds records, including any subsequent plats or replats.
- 1.41 “Recreational Facilities” means any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, swimming pools, bath houses, clubhouses, shelters, ponds, walking trails, gazebos, playgrounds and surrounding areas, and any portions of the Common Elements on which recreational activity is permitted.
- 1.42 “Regulations” means the Code of Regulations or Bylaws of the Association, as the same may be amended from time to time, pursuant to Chapter 355 of Missouri Revised Statutes, a copy of which is attached hereto as **Exhibit B** and made a part hereof.
- 1.43 “Restrictions” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance with this Declaration.
- 1.44 “Retention and Detention Areas or Ponds” means and refers to any area designated on any Record Plat as such, or any combination thereof, which shall be used or designated to retain or temporary detain surface drainage which Declarant, its successors and assigns, have been required to construct or make use of in connection with surface drainage by any official agency of St. Louis County in connection with the development of the Property.
- 1.45 “Special Assessment” means as defined in Section 5 of this Declaration.
- 1.46 “Structure” means:
- (a) any thing or object (other than trees, shrubbery, hedges, and landscaping which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, deck, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent Improvement; and

- (b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.
- 1.47 “Subdivision” means all phases or sections of the Record Plat for The Vale at Olia Village, a subdivision in St. Louis County, Missouri, and consisting of all the Property from time to time made subject to the provisions of this Declaration.
- 1.48 “Supplemental Declaration” means an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.
- 1.49 “Tenant” means any person occupying any Lot pursuant to a written lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.
- 1.50 “Working Capital Assessment” means as defined in Section 5 of this Declaration.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

SECTION 3

COVENANT FOR STAGED DEVELOPMENT

- 3.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association, provided Developer must obtain approval from the City of Creve Coeur to remove any portion of the Property. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the St. Louis County, Missouri Recorder of Deeds Office, an amendment to this Declaration or a supplemental declaration specifying that such Additional Property is part of The Vale at Olia Village. Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration

or supplemental declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

- 3.2 Total Dwelling Units. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.
- 3.3 Supplemental Declaration for Staged Development. Owners of Lots subject to such amendment or supplemental declaration shall be Owners as defined by this Declaration.
- 3.4 Declarant's Rights to Complete Development. Declarant, its successors and assigns, shall have the right to post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision, and the right of ingress and egress through the streets, paths and walkways located in Common Elements for any purpose whatsoever, including but not limited to, purpose related to the construction, maintenance and operation of Improvements on property within the Subdivision. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by it or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by it as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require it to seek or obtain the approval of the Association or the ARC for any such activity or Improvement on any Common Elements or any property owned by it. Nothing contained herein shall limit or impair the reserved rights of Declarant as elsewhere provided in the Declaration.

SECTION 4

ASSOCIATION: MEMBERSHIP,

BOARD OF DIRECTORS AND MANAGEMENT COMPANIES

- 4.1 Formation of the Association. The Declarant has caused or will cause the Association to be incorporated. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.
- 4.2 Rules and Regulations. The Association through its Board may make and enforce reasonable rules and regulations governing the use of the Common Elements owned by the Association ("Rules"); the levying and collection of assessments for the operation of the Association; the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within the Subdivision; and for other purposes consistent with

its goals. All such Rules shall be consistent with the provisions of the Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and the Owner's Occupants, licensees, and invitees, to use the Common Elements for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision. In addition, the Board shall have the power to seek relief in any court for violations of, or, to abate violations of the Governing Documents, including but not limited to the Rules imposed on or encumbering any Lot within the Subdivision. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit, whose Owner, Occupant, Tenant, licensee, or invitee violated any provision of the Governing Documents, including but not limited to the Rules, and the same shall be an individual Lot/Unit Assessment against such Owner's Lot or Unit and such Owner.

- 4.3 Board of Directors. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board, shall be from one (1) to two (2) years so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members,

the Class B Member's right to appoint one or more Directors at such Annual Meeting pursuant to this Section 4.

- 4.4 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.
- 4.5 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.
- 4.6 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

SECTION 5

ASSESSMENTS

- 5.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Section 5. The types of Assessments described in this Section 5 are (1) General Assessment; (2) Special Assessment; (3) Individual Assessment; (4) Working Capital Assessment; and (5) Capital Contribution Assessment. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.
 - (a) Owners may not waive or otherwise exempt themselves from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments 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 Declaration or the Regulations, 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.
 - (b) Notwithstanding any provision of this Declaration, the Articles of Incorporation, or Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A

Membership. Furthermore, Declarant shall have the right, by written contract, to exempt any party purchasing a Lot not for its own occupancy of a house on such Lot from the liability to pay assessments herein.

- 5.2 General Assessment. The General Assessment levied by the Association is for the purposes of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development. The General Assessment shall be levied by the Association against the Owner of each Dwelling Unit or Lot, as provided in Section 5, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing, maintaining and replacing the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Landscape Easement Areas and Signage Easement Areas, and retention/detention or other stormwater management facilities; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this Declaration; costs of compliance with applicable laws and ordinances; and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The General Assessment shall be estimated initially in accordance with Section 5 of this Declaration. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.
- 5.3 Maintenance Assessments. Some Lots may receive additional services such as lawn services and mulching, as more particularly described in the Exhibits to this Declaration, the costs for which may be billed separately as a Maintenance Assessment. As an alternative, the Maintenance Assessment may be included in the General Assessment for ease of accounting purposes, the billing of which shall be left to the discretion of the Board. A homeowner may request that all billed assessments be itemized separately, however, in the event the Board cannot or will not comply with same, it shall not preclude the homeowner's duty to pay the assessments.
- 5.4 Computation of General Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

- (a) The General Assessment for each Dwelling Unit shall commence upon its conveyance from either Declarant or Builder to an individual Owner of a Dwelling Unit and shall be prorated from the date of conveyance through the end of the billing period.
- (b) The General Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units or Lots subject to Assessment.
- (c) Notwithstanding the above, the Board may, in its sole discretion, reduce the General Assessment determined pursuant to the above formula by taking into account:
 - (i) Other sources of funds available to the Association; and
 - (ii) Assessments to be levied upon additional Dwelling Units or Lots reasonably anticipated to become subject to Assessments during the fiscal year.
- (d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 9 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting General Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.
- (e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the General Assessment to be levied against each Dwelling Unit or Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.

5.5 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

- (a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 5.
- (b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital Improvements which are a part of the Common Elements in any fiscal year.

- (c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the General Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.
- 5.6 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):
 - (a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or
 - (b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.
- 5.7 Working Capital Assessment. At the time of closing on the sale of each Lot from Builder or Declarant to a third party purchaser, the purchaser shall be required to pay an amount established by the Board, or the amount equal to the current annual assessment, as such purchaser's capital contribution to the working capital of the Association ("Working Capital Assessment"). The Builder or Declarant, in its sole discretion, may waive the Working Capital Assessment. The Working Capital Assessment amount shall be determined by the Board of Directors. The Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the General Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.
- 5.8 Capital Contribution Assessment. At the time of closing on the resale of a Dwelling Unit or Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay one hundred percent (100%) of the current Working Capital Assessment as such purchaser's capital contribution to the working capital of the Association ("Capital Contribution Assessment"). The Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Capital Contribution Assessment is not an advance payment of the General Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Capital Contribution Assessment as described in this paragraph.

- 5.9 Common Surplus. If the General Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the General Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior year's operating deficit as provided for in Section 5.
- 5.10 Payment. Unless otherwise established by the Board, the General Assessment shall be paid in advance in annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Lot or Dwelling Unit from either Declarant or Builder to a third party purchaser, each purchaser of a Dwelling Unit or Lot shall be required to pay the Working Capital Assessment and a prorated share of the General Assessment for the balance of the billing period in which the closing takes place. Further, at the time of a resale closing of a Dwelling Unit or Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the Capital Contribution Assessment, as provided in Section 5, and a prorated share of the General Assessment for the balance of the billing period in which the closing takes place.**
- 5.11 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions ("Deficit Lending Terms") set forth in **Exhibit C** attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section 5 in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.
- 5.12 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners. The Association may charge a reasonable fee to

cover the cost of copies, mailings, storage retrieval fees, and administrative fees incurred for same.

- 5.13 Penalty for Late Payment. For each Lot as to which any installment of any Assessments are not paid within a period of thirty (30) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.
- 5.14 Creation of Lien and Personal Obligation of Assessment. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 5, and shall also be the personal obligation of the Owner of each Lot against which they are made.
- 5.15 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 5 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Missouri, and all other political subdivisions or governmental instrumentalities of the State of Missouri to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the Recorder of Deeds Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.
- 5.16 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. A reasonable charge may be imposed for furnishing such written evidence.
- 5.17 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Missouri. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser. Any enforcement

proceedings described herein are not subject to the Dispute Resolution provisions described in Section 14.

- 5.18 Subordination of Lien to First Mortgage. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

SECTION 6

ARCHITECTURAL REVIEW

- 6.1 Architectural Review Committee. The Board, or the Declarant during the Development Period, may appoint an Architectural Review Committee ("ARC") to review and approve, modify or reject all development, construction, landscaping and site plans involving an Improvement on any Lot pursuant to this Section 6. If an ARC has not been appointed in accordance with the foregoing, any reference in this Section 6 to ARC shall mean the Declarant during the Development Period or the Board thereafter.
- 6.2 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, privacy screening panels, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Improvement and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The ARC shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.
- 6.3 Approval of Plans and Specifications. The ARC shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of Section 6, will further the purposes outlined in this Declaration

and meets Architectural Guidelines adopted by the ARC. Upon final approval thereof, a copy of the detailed plans and specification shall be kept as part of the Association's records and a copy bearing the written approval of the ARC shall be returned to the applicant. Approval by the ARC of plans and specifications with respect to any Lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of Section 6). The ARC's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

- 6.4 Architectural Guidelines. The ARC may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, privacy screening panels, walls and structures in order to fulfill its obligations under Section 6. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.
- 6.5 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the ARC with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 6 as to the information required to be included in the plans and specifications, the ARC shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the ARC may deem necessary to achieve compliance. The ARC, in its sole discretion, may refuse to grant permission to construct, place or make the requested Improvement, when:
- (a) the plans, specifications, drawings or other material submitted are, themselves, inadequate to incomplete, or show the proposed Improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the ARC;
 - (b) the design or color scheme of a proposed Improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot, adjacent buildings, or structures; or
 - (c) the proposed Improvement, or any thereof, would, in the sole opinion of the ARC, be contrary to the interest, welfare or rights of all of part of other Owners.
- 6.6 Failure of the ARC to Act. If the ARC shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the ARC shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

- 6.7 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the ARC shall give notice of a Default to the Owner of the Lot involved, provided, however, that the ARC may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the ARC.
- 6.8 Enforcement. In the event of a violation of the provisions of this Section 6, the Association shall have the right to enforce this Section 6 by any proceedings authorized in this Declaration, the Regulations, or rules and regulations, if any, as well as any other relief available at law or in equity.
- 6.9 Right of Entry. The ARC through its members, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of Section 6, without the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.
- 6.10 Fees. Reasonable fees may be charged for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval.
- 6.11 Approval of Plans by Declarant. Notwithstanding anything to the contrary in Section 6, during the Development Period (which may still be in effect even after the Development Period Special Meeting), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the ARC.
- 6.12 No Waiver of Future Approvals. The Approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approvals and consent of such ARC, 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.
- 6.13 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances 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 Declaration, or (c) stop the ARC from denying a variance in other circumstances. For the

purpose of Section 6, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the ARC shall not be considered hardships warranting a variance.

- 6.14 Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the ARC from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Regulations. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by ARC.
- 6.15 Non-Liability of Declarant, ARC. Neither the Declarant nor the ARC shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the ARC or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.
- 6.16 Inspection. The ARC and the Declarant may inspect work being performed to ensure compliance with this Declaration, the plat restrictions and applicable rules and regulations. However, neither the ARC, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the ARC or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the ARC or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.
- 6.17 No Compensation. Neither the ARC nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in the Declaration.

SECTION 7

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

- 7.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, and be binding on current and successor Lot Owners.

7.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

- (a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than a Dwelling Unit. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office, studio or other business or trade purpose provided that the activities therein shall not: (i) interfere with the quiet enjoyment or comfort of any other Owner or Occupant; (ii) do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot; (iii) be apparent or detectable by sign, sound or smell from the exterior of the Lot; (iv) conflict or violate zoning requirements for the Subdivision; (v) increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) be inconsistent with the residential character of the Subdivision; (vii) constitute a nuisance or a hazardous or offensive use; (viii) threaten the security or safety of other residents of the Subdivision; or (ix) involve door-to-door solicitation within the Subdivision, all as may be determined in each case in the sole discretion of the Board of Directors. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots, Dwelling Units and Common Elements for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of Section 7. Section 7 shall not apply to any activity conducted by the Declarant or Builder with respect to its development and sale of the Property or its use of any Lots or Dwelling Units which it owns within the Property.
- (b) Other Structures. No Improvements or Structures of a temporary character (trailer, shack, garage, barn or other temporary outbuilding) shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No window-mounted heating or air conditioning units shall be permitted. Improvements or Structures may not be placed on any Lot without the ARC's prior written approval, as provided in Section 6 above. Section 7 shall not apply to Declarant or a Builder during the initial construction of a Dwelling Unit located on a Lot.
- (c) Parking. All Lots shall provide a minimum of two (2) off-street parking spaces, exclusive of garages. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be

used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed forty-eight (48) hours. Any such vehicles may, however, be stored or parked in an enclosed garage provided such garage door can be completely closed, and remains closed, except during times of ingress and egress from the garage, when such vehicle is parked therein. The word "trailer" shall include, but not be limited to, trailer coach, recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as to permit human use and occupancy, storage, or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" as used herein shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder, racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in Section 7, vehicles actively being used for the purpose of construction, delivery, or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

No vehicle may be left upon any portion of the Subdivision, except in an enclosed garage or other area designated by the Board, if any, for a period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Subdivision by the Board of Directors or the appropriate authority of St. Louis County, Missouri. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No semi-truck, eighteen wheel truck, semi-trailer, tractor ("cab," "power unit," etc.) or portion of such trucks or any trucks with a load capacity in excess of three-quarters (3/4) of a ton shall be parked, kept or stored within the Subdivision except as may be reasonably necessary to provide service to or delivery within the Subdivision or as otherwise permitted by the Board of Directors.

All homes shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and shall not be used primarily for storage or other purposes. Garages shall not be converted into additional living space (i.e., family rooms, bedrooms, offices, recreational rooms, bathrooms). Declarant and/or Builder shall have the right to use unsold residences as model homes and the garage as a sales office.

- (d) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or interfere with the quiet enjoyment, comfort, and health of any Owner or Occupant of adjacent neighboring Lots. No Lot Owner shall permit anything

to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Property. This paragraph shall not apply to any Lots owned by the Declarant or Builder.

- (e) Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.
- (f) Garbage and Refuse Disposal. All trash, garbage or other rubbish ("Trash") shall be kept at all times in each Owner's garage, except on the days which it is collected or as otherwise directed and instructed by the Board or Declarant. Any Trash containers placed outside by the Dwelling Unit Owners to be collected shall only remain outside for a period not to exceed twenty-four (24) hours or in accordance with an alternative schedule determined by the Board or Declarant. Trash removal and/or recycling shall be subject to such other rules and regulations as the Board or Declarant may adopt from time to time.
- (g) Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Section 7 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a Dwelling Unit: (i) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (ii) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (iii) antennae that are designed and intended to receive television broadcast signals.

Notwithstanding anything to the contrary herein, Owners shall install a permitted antennae only on the rear of the Dwelling Unit unless such installation: (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) prevents an acceptable quality signal from being obtained.

- (h) Signs. Other than those allowed in the Architectural Guidelines, no permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however, it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their

assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs. During the Development Period, Builder may place signage on Open Space or on Common Elements with approval of Declarant. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Subdivision, including, without limitation, imposing reasonable time, place and manner restrictions; provided, however, such restrictions shall not apply to Declarant or Builder during the Development Period.

- (i) Animals. No animals of any kind shall be raised, bred, or kept on any Lot or any area within the Property, except that dogs or other household pets, may be kept on a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number, and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.
- (j) Laundry and Trash. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry or for other reasons or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of Trash and other unsightly materials.
- (k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90) days, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Regulations and the rules and regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, the Regulations, or any rules and regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and the Regulations. If a fine is not paid by

the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner is responsible for providing the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name and address of the Tenants and any other Occupant(s); (iii) the name, address, and telephone number of the Owner other than at the Lot; and (iv) such other information as the Board may reasonably require. In the event an Owner leases a Lot and does not provide the Board with the information in (i) through (iv) above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant during the period of delinquency, and, upon request by the Board of Directors, Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to lessor. If Tenant fails to comply with the Board of Director's request to pay Assessments or other charges, Tenant shall pay to the Association all amounts authorized under the Declaration as if Tenant were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

- (l) Hot Tubs and Spas. Hot tubs or spas may be installed if located in the rear yard of the Dwelling Unit with proper screening and not visible from the street. The Board may require additional landscaping or screening of any such hot tub or spa. An Improvement application is required to be submitted for approval pursuant to Section 6 of the Declaration.
- (m) Building Setbacks. No building or Improvement shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder. All building setbacks shall comply with zoning requirements established for the Property.
- (n) Obligation to Keep Dwelling Unit in Good Condition. Each Lot Owner or Occupant shall keep his/her Dwelling Unit and all Structures located on his/her Lot in good order, condition and repair, unless such maintenance and/or repair is an obligation of the Association as specifically described in **Exhibit D and/or Exhibit E** attached hereto

and made a part hereof. Such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

- (o) Mailboxes/Post-Lamps: Declarant or Builder reserves the right to establish a standard design for mailboxes and post-lamps for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be in the sole discretion of Declarant and/or Builder. Approved mailboxes and post-lamps installed by the Builder for each Dwelling Unit shall be individually maintained and replaced as necessary by the Owner of a Lot for which they serve. Costs for such maintenance and/or replacement shall be paid by the Dwelling Unit Owner that the mailbox and/or post-lamp serves. Costs for such maintenance and/or replacement of post-lamps, including replacement bulbs, shall be paid by the Dwelling Unit Owner of the Lot the post-lamp is located on. The cost of the electricity for the post-lamp shall be the sole responsibility of the Dwelling Unit Owner whose electric meter registers the post-lamp's electrical usage. Mailboxes or post-lamps may not be altered or replaced without written consent of the Board or ARC. Notwithstanding the foregoing, Declarant or Builder reserves the right to establish an alternative standard design for mailboxes and/or post-lamps and establish the use of cluster mailboxes.
- (p) Additional Restrictions. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.
- (q) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance with this Declaration. The purpose of this Restriction is to ensure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.
- (r) Storm Water Detention/Retention Ponds. Except as herein provided, the storm water retention/detention ponds within the Subdivision shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including without limitation, swimming, ice skating, playing, boating, fishing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Declarant or Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers, trustees or directors, shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the storm water detention/retention ponds or any other body of water located within the Subdivision. No Owner shall have any right to place rocks,

- stones, trash, sewage, waste water, debris, ashes or other refuse in any storm water detention/retention pond or any other body of water. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Subdivision and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond within the Subdivision. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Subdivision.
- (s) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction. Notwithstanding the foregoing, utility lines or replacement of utility lines existing prior to the development of the Subdivision, special purpose utility lines which would be impractical to locate underground, and utility lines established by the Declarant shall be exempt from this requirement.
 - (t) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.
 - (u) Garage Sales, Yard Sales, Moving Sales, Holiday Decorations. No garage sale, yard sale, moving sale, or similar activity shall be conducted within the Subdivision without the approval of the Association. Holiday lights and decorations may be erected no sooner than five (5) weeks prior to and removed not later than two (2) weeks after, such holiday.
 - (v) Building Type. No building or Structure shall be erected, placed or permitted to remain upon any Lot except a Dwelling Unit which may include an attached garage. No other Structure shall be erected, placed or permitted to remain on any Lot without the written approval of the Board or ARC, except as specifically provided in this Declaration.
 - (w) Irrigation Systems. Irrigation systems may be installed with the approval of the Board, the Declarant, or Declarant's designee.
 - (x) Obstruction of Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat(s) for the Lots. Within these easements, no structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct, slow down, or stop the direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot except as otherwise provided in the Declaration or supplements thereto and except for those improvements for which a public authority, utility company or the Association is responsible for maintaining.

All provisions of the Declaration, the Regulations and of any rules and regulations or use restriction promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, the Regulations, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, the Regulations, and rules and regulations adopted pursuant thereto.

SECTION 8

COMMUNITY MAINTENANCE STANDARDS

- 8.1 Adoption and Amendment. Declarant during the Development Period, and the Board after the Development Period, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Missouri, any other political subdivision or governmental instrumentality of the State of Missouri, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:
- (a) except as otherwise hereinafter provided, or as may be provided by other recorded documents, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;
 - (b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;
 - (c) each Owner shall maintain, repair and replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner; provided, however, in the event an Owner or Occupant damages the Common Elements and fails to maintain, repair or replace the same as provided herein, the Association shall have the right to provide such maintenance, repair and replacement and assess all costs associated therewith as an Individual Assessment against the Lot of such Owner;

- (d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;
- (e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and
- (f) except as otherwise provided above in Section 8, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

8.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling Unit, and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards, unless such maintenance and/or repair is an obligation of the Association as specifically described in **Exhibit D and/or Exhibit E** attached hereto and made a part hereof.

8.3 Periodic Inspection. Periodically, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards and the Declarant or the Association or such officer, employee agent or representative shall not be deemed to have committed a trespass. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report. In the event that an Owner fails to correct such Default(s), the Association shall have the right to enter such Lot to cure such Default(s) as provided in Section 11 hereof and all costs associated therewith shall be an Individual Assessment against the Lot.

8.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Board. If altered, such Owner shall correct the

alteration or cause it to be corrected within a reasonable period. In the event that an Owner fails to correct the alteration, the Association shall have the right to enter such Lot to cure as provided in Section 11 hereof and all costs associated therewith shall be an Individual Assessment against the Lot.

- 8.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by Section 8 without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, privacy screening panels, garages, or other Structures, then the prior approval of the Board shall be required.
- 8.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce Section 8 by any proceedings authorized in this Declaration, the Regulations, or rules and regulations, if any.

SECTION 9

COMMON ELEMENTS AND EASEMENTS

- 9.1 Description of Common Elements. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.
- 9.2 Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common

Elements, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

- (a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required.
- (b) The right of the Board to adopt, enforce and amend Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.
- (c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use the Common Elements that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.
- (d) Such rights as the Board may have to grant easements or rights of way to any public utility or public agency.
- (e) The right of the Association to transfer or convey title to all or any portion of the Common Elements upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant.
- (f) All applicable provisions of valid agreements of the Association relating to the Common Elements.
- (g) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.
- (h) All other easements, restrictions and rights to which the Property is subject.
- (i) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or the benefit of the Association.
- (j) Such easements and rights reserved or granted within the Declaration to Declarant and/or Builder.

- 9.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in Section 9 shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.
- 9.4 Conveyance of Common Property by Declarant to Association. No Implied Rights. Upon final construction of Improvements in the Common Elements described in Section 9, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Elements to the Association and all such right, title and interest in and to said items shall then be the property of the Association. As to any Common Elements located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only nonexclusive easement rights to use such facilities as described in Section 9 of this Declaration. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Elements to be used and maintained by the Association for the benefit of its Members. The Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the material or furnishing which has been or will be used in such property or repairs. By acceptance of title to any Common Elements, the Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. So long as Declarant owns any property primarily for development and/or sale in the Subdivision or has the right unilaterally to annex Additional Property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Elements, improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or any portion of the Common Elements are: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Subdivision.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in- fact to accept on behalf of the Association any such conveyance to the Association, to reconvey any such property on behalf of the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to Section 9 and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether any such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Subdivision. Neither a Recorded Plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the St. Louis County, Missouri land records.

- 9.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.
- 9.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and their affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold. Declarant specifically reserves the right to use, or allow its affiliate Builder to use, part of the clubhouse or Recreational Facilities as a sales office during the Development Period.
- 9.7 Easements.
- (a) In the event that, by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Elements presently encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the maintenance of each encroachment and for the use of such adjoining space are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common

Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

- (b) The Association may hereafter grant easements for utility purposes for the benefit of the Property or other reasons, including but not limited to, the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.
- (c) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, cluster mailbox units, irrigation systems, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, irrigation systems, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. By nature of such easements, it is acknowledged that it benefits the Member(s) of the Association and as such a Lot Owner shall not be held liable for injuries sustained by the use of, or services provided on said Lots.
- (d) An access and maintenance easement ("CBU Easement") for the installation and maintenance of Cluster Mailbox Units ("CBU") and its concrete pad, as noted by easement on the Record Plat, benefits the Lot Owners within the Association. Lot owners within the Association shall have the right of ingress and egress to, upon, and along said CBU Easement for purposes of placing items in and retrieving items from the CBU. The Owner of such Lot subject to a CBU Easement shall not erect any structure within the Easement or otherwise interfere with the ingress and egress rights granted to Lot Owners within the Subdivision. Lot Owner(s) is not liable for any injuries, loss, claims or damages to others sustained by accessing the Easement.
- (e) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be

the grantee of said easements provided in Section 9, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

- 9.8 Landscape, Fencing and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat, or other recorded instrument, as "Landscape Easement," "Signage Easement," or "Fencing Easement," or any combination thereof, for the purpose of installing, maintaining and replacing any and all landscaping, fencing, monuments, signage, ponds, fountains, and other items as the Declarant may determine in its discretion located within the aforementioned easement areas.
- 9.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway. The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expenses and costs incurred for maintenance and repair during his/her period of ownership of the Lot. The obligations and responsibilities for the enforcement of the provisions contained within Section 9 shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay other Assessments levied pursuant to this Declaration.
- 9.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements,

and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section 9. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

SECTION 10

ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITY

- 10.1 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. The Areas of Common Responsibility shall include, but need not be limited to, entry landscaping, fencing, and signage easements; water retention/detention basins; Common Element utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, Structures, and Improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, individual, or entity, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- (a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under Section 9.
- (b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof; provided, however, in the event that the Association determines 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, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as an Individual Assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

- 10.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other Improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units including that portion lying outside the Owner's Lot boundaries. Owners shall maintain and irrigate landscaping on that portion of the Common Element or right-of-way, if any, commonly referred to as the curb strip or road verge which lies between the sidewalk and the adjacent street. All maintenance required by this Declaration shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 5; provided, however, when entry is required other than due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

SECTION 11 **ENFORCEMENT**

- 11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any of its rights hereunder. The Board may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Missouri, and all other political subdivisions or governmental instrumentalities of the State of Missouri to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in Section 11 shall be recordable and shall be enforceable as provided in Section 5 hereof.

- 11.2 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of Section 11, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.
- 11.3 No Waiver. The failure of Declarant, Builder, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
- 11.4 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 12

REAL ESTATE TAXES AND ASSESSMENTS

- 12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its Improvements.
- 12.2 Common Elements. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments charged against the Subdivision shall be paid by the Owners as set forth in Section 5 hereof.

SECTION 13

INSURANCE

- 13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Common Elements and Recreation Facilities, if applicable, and may maintain insurance for all other Structures and Improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from

becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such Improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Missouri which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

- 13.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement, improvement or reconstruction of such Common Elements.
- 13.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.
- 13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors and officers ("D&O") liability insurance, and such other insurance as the Board may deem desirable from time to time.
- 13.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall

become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under Section 13 shall not require any vote of the Members of the Association.

- 13.6 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall (i) during any period in which construction activity is underway on any Lot, carry or cause its Builder to carry builder's risk insurance for the full value of any improvements and other liabilities associated with the ongoing construction activity on the Lot, and (ii) at all other times, carry blanket all-risk casualty insurance on the Lot(s) and any Dwelling and/or other structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of any Dwelling or other structure, the Owner shall proceed promptly to repair or to reconstruct the damaged parts of the Dwelling or other structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 6 of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the Dwelling or other structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the 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 and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition consistent with the Community-Wide Standard.
- 13.7 Fidelity Bonds. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

SECTION 14

DISPUTE RESOLUTION

In order to provide an efficient procedure for resolving disputes, the Declarant, the Association and all Owners shall be subject to the dispute resolution procedure set forth in this Section 14, notwithstanding that other procedures, **except** those set forth in Section 5 regarding Assessments, may otherwise be applicable.

In the event a dispute should develop between the Declarant, the Association, or any Owner, and/or between any Owners, (individually, or any combination thereof referred to collectively herein as “Claimant”) which in any manner concerns, arises out of or relates to any provision of this Declaration, the dispute, regardless of the legal theory under which it is brought, shall be settled pursuant to the procedure as outlined herein:

- 1) Right to Cure. Claimant shall provide Declarant, the Association, and/or any Owner with written notice and at least 30 calendar days to cure any such dispute, pursuant to the “Right to Repair”, “Right to Cure” or similar law.
- 2) Mediation. Should the dispute not be resolved between the Declarant, Association, or any Owner, and/or between any Owners following the expiration of the Right to Cure period, any of the parties aforementioned shall initiate, including the payment of any applicable fees and costs, a mediation procedure with the office of the American Arbitration Association. All mediation meetings shall be held in the county in which the property is located.
- 3) Arbitration. If the mediation does not result in complete settlement of the dispute, any unresolved dispute, regardless of the legal theory under which it is brought, shall be settled by binding arbitration administered by the office of the American Arbitration Association. Judgment on the arbitration award rendered by the arbitrators may be entered into either an Missouri state or federal court and shall be binding and conclusive as to the parties and no appeal may be taken by any party. The following specific arbitration provisions shall apply:
 - a) The arbitration proceedings shall be held in the county in which the property is located, unless otherwise agreed upon;
 - b) The arbitration panel shall consist of 3 arbitrators, unless otherwise agreed upon as a single arbitrator, being selected by the American Arbitration Association using its standard process;
 - c) Each party may take a maximum of 2 depositions lasting no more than a total of 8 hours;
 - d) The arbitration award shall be in writing, signed by a majority of the arbitrators, and shall include a detailed statement regarding reasons for the award;
 - e) The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees including arbitrators’ fees, administrative fees, travel expenses, witness fees, and attorney fees;
 - f) Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties; and

- g) The parties agree to arbitrate solely on an individual basis, and this agreement to arbitrate does not permit class arbitration or permit any dispute being brought as a plaintiff or class member in any class or representative arbitration proceeding.

SECTION 15

DURATION AMENDMENT AND TERMINATION

- 15.1 Duration. This Declaration and all amendments and supplements thereto, and the Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any lot) inure to the benefit of and be enforceable by, the Board and each Owner and tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect unless amended or terminated as provided in Section 15.
- 15.2 Amendment or Termination. Other than the manners described below, prior to the end of the Development Period, any provision of this Declaration may be amended, in whole or in part, or terminated, by a recorded instrument approved by the Declarant and Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and, if during the Development Period, Declarant and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for any purpose whatsoever; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such

instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment or removal from the Declaration may be made to Section 3, Covenant for Staged Development.

Notwithstanding any provision herein, this Declaration may not be amended without the signed written approval of the City Attorney of the City of Creve Coeur, Missouri, and this Declaration may not be terminated without the approval of the City Council of the City of Creve Coeur, Missouri.

SECTION 16 **MISCELLANEOUS**

- 16.1 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.
- 16.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when delivered personally or mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, addressed to his or her last address as it appears on the records of the Association. Notices provided for in this Declaration, the Articles of Incorporation, or the Regulations shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of Missouri. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.
- 16.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor be held liable for loss or damage to property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable,

acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risk for loss or damage to persons, to Lots and Dwellings and to the contents of Lots and Dwellings and further acknowledges that the Association, its Board and Committees, Declarant, or any successor Developer have made no representation or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Property.

- 16.4 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.
- 16.5 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.
- 16.6 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.
- 16.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.
- 16.8 Conflict. If there are conflicts or inconsistencies between the provisions of the laws of the State of Missouri, the Articles of Incorporation, this Declaration, the Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Missouri, this Declaration, the Articles of Incorporation, the Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.
- 16.9 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.
- 16.10 Availability of Documents. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property.

“Available” means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover the cost of copies, mailings, storage retrieval fees and administrative fees incurred for same.

- 16.11 Right of Entry. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.
- 16.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner’s Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

SECTION 17

ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS, AND

RESERVATION OF EASEMENTS

The additional Covenants, Conditions and Restrictions, and Reservations of Easements specified in **Exhibit D, Exhibit E, and/or Exhibit F** attached hereto and made a part hereof are in full force and effect as if contained in the body of this Declaration.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Vale at Olia Village to be executed by its duly authorized officer as of the date first above written.

DECLARANT:
10300 OLIVE LLC
Missouri limited liability company

By: _____
Name: Michael J. Bailey
Its: Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by Michael J. Bailey, Manager of **10300 OLIVE LLC**, Missouri limited liability company, on behalf of the limited liability company.

Notary Public

This instrument prepared by:

Katherine A. Simone, Esq.
Emily W. Schott, Esq.
Fischer Homes
3940 Olympic Boulevard, Suite 400
Erlanger, KY 41018
(859) 341-4709

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
BYLAWS
OF
THE VALE AT OLIA VILLAGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is The Vale at Olia Village Homeowners' Association, Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018. The meetings of Members of the Association and Board of Directors shall be held at such places within the State of Missouri as may be designated by the Board of Directors.

ARTICLE 2
DEFINITIONS

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Vale at Olia Village Subdivision ("Declaration") made by 10300 OLIVE LLC ("Declarant") dated _____, and of record at the St. Louis County, Missouri Recorder of Deeds Office. The Declaration may be, from time to time, amended or supplemented.

ARTICLE 3
MEETING OF MEMBERS

- 3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within five (5) years from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Missouri, upon proper notice, at a date, time and place as may be reasonably set by the Board of Directors (hereinafter referred to as "Board" or "Director"). Each Annual Meeting shall be open to all Members. No Annual Meeting shall be held on a legal holiday.
- 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

- 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or, supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.
- 3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, these Bylaws or the Declaration, quorum for a meeting shall constitute (i) the members who are present and in good standing; and (ii) proxies in hand at the time of the commencement of a vote.
- 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies may be submitted in person, by mail, or by electronic means. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Directors of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.
- 3.6 Voting by Mail or Electronically by Association Members. Any Association Member may cast his/her written vote by mail or by electronic means on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

- 3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Development Period.
- 3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have ten (10) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Development Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Bylaws, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

- 3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Directors (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.
- 3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to

notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

ARTICLE 4

BOARD OF DIRECTORS - SECTION - TERM OF OFFICE

- 4.1 Number and Term of Office. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting (“Development Period Special Meeting”). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board shall be from one (1) to two (2) years, so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member’s right to elect one or more Directors at such Annual Meeting pursuant to this Section.

- 4.2 Resignation; Removal, Vacancies. A Director may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director whose removal has been proposed by a Lot Owner shall be given an opportunity to speak at an annual or special meeting of the Members, after which that Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Director. Declarant shall appoint a successor for any appointed Director, and the Members shall elect a successor for any elected Director using the procedure set forth in this Section, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

- 4.3 Compensation. No Director shall receive compensation for any service he or she may render to the Association, however, any Director shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5

NOMINATION AND ELECTION OF DIRECTORS

- 5.1 Nomination. Nominations may also be made from the floor at the Annual Meeting of the Members. Nomination for election to the Board may be made by a Nominating Committee appointed by the Board. If created, the Nominating Committee shall consist of three (3) persons who may or may not be Members of the Board or Association. The Nominating Committee, if formed, shall be appointed at least thirty (30) days prior to the Annual Meeting of the Members, to serve from appointment until the close of such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Directors, Declarant also has the right to nominate all Directors.
- 5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6

MEETINGS OF DIRECTORS

- 6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.
- 6.2 Regular Meeting. Unless waived by the Board, regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. No Regular Meeting shall be held on a legal holiday.
- 6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Directors.

- 6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Director by personal delivery, mail, electronic mail, facsimile, or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Director, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Director at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Director of notice of the meeting.

No notice need be given to Non-Director Members of organizational, regular, or special meetings of the Board. A Non-Director Member may not attend a Board meeting or may not participate in any such meeting unless given permission to do so by the President of the Board. A Non-Director Member may not vote at a meeting of the Board.

- 6.5 Waiver of Notice. Any requirement of notice to a Director provided under this Article may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.
- 6.6 Quorum; Adjournment. A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.
- 6.7 Voting Power. At any meeting of the Directors at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Bylaws. The President may cast an additional vote to break a tie vote on any matter.
- 6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings which may include electronic approval signed by all the Directors, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the

Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (c) Obtain insurance coverage not less than that required pursuant to the Declaration;
- (d) Enforce the covenants, conditions and restrictions set forth in the Declaration;
- (e) Repair, maintain, and improve the Common Elements;
- (f) Mortgage the Common Elements in order to borrow money for the purpose of constructing, equipping, improving, and maintaining the Common Elements with the approval of sixty-seven percent (67%) of the Class A Members, and during the Development Period, the approval of the Class B Member.
- (g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Builder (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;
- (h) Authorize the repayment to the Declarant, Builder and/or Affiliated Entity, as the case may be, of any or all monies lent by such entity to the Association in accordance with Section 5 of the Declaration in funding any deficit;
- (i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;
- (j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and
- (k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Bylaws, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

7.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing one-third (1/3) of each class of Members who are entitled to vote;
- (b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;
- (c) As more fully provided in the Declaration, to:
 - (i) Establish, enforce, levy and collect Assessments as provided in the Declaration;
 - (ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;
 - (iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
 - (iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;
- (d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) Cause the restrictions created by the Declaration to be enforced; and
- (h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

- 7.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.
- 7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Missouri law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Bylaws. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.
- 7.5 Annual Review. The Board may arrange for a certified public accountant to perform a review of the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8

OFFICERS AND THEIR DUTIES

- 8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant or Builder.
- 8.2 Election of Officers. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Directors at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Directors promptly after the Development Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

- 8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- 8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Directors. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.
- 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of these Bylaws, or except by resolution of seventy-five (75%) percent of the Board of Directors. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Bylaws.
- 8.8 Duties. The duties of the Officers are as follows:
- (a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.
 - (b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.
- (e) Reliance on Professional Advice. As long as the Directors and the Officers are acting in good faith, the Directors and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Directors and Officers will be unpaid volunteers.

ARTICLE 9

COMMITTEES

The Board may appoint and disband such committees as it chooses.

ARTICLE 10

INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Bylaws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Director or Officer of the Association or former Director or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be

entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

ARTICLE 11

MISCELLANEOUS

- 11.1 Service of Notices on the Board of Directors. Notice required to be given to the Board of Directors or to the Association may be delivered to any Director or Officer of the Association either personally or by certified mail addressed to such Director or Officer at his/her residence or business address.
- 11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.
- 11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, national origin, religion, familial status, or disability in sale or lease of any Lot, or in the use of the Common Elements.
- 11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.
- 11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Bylaws, shall bind all Members, their successors and their assigns.
- 11.6 No Act of Business for Profit. These Bylaws shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

- 11.7 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Bylaws and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.
- 11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.
- 11.9 Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.
- 11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.
- 11.11 Amendments. These Bylaws may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity that the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.
- 11.12 Governing Law. The Bylaws shall be interpreted and enforced under the laws of the State of Missouri.
- 11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Joseph Robinette Biden Jr.
- 11.14 Severability. The invalidity of part or all of any provision of the Bylaws shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Bylaws.

- 11.15 Heirs, Successors and Assigns. These Bylaws shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Builder, Members and Members' heirs, successors, and assigns.
- 11.16 Interpretation. These Bylaws shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Missouri law shall control. If the Bylaws or the Articles of Incorporation are silent on a subject, the Directors may follow the applicable corporation laws of Missouri and shall have all powers given to a board of directors under the applicable corporation laws of Missouri. These Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Bylaws. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED as of _____.

THE VALE AT OLIA VILLAGE HOMEOWNERS' ASSOCIATION, INC.

a(n) Missouri not-for-profit corporation

By: _____

Name: Jorge Espinosa

Its: President

EXHIBIT C
DEFICIT LENDING TERMS

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 5 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Vale at Olia Village shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the “prime rate” as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the “prime rate” as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(a) Compound:

Interest shall be paid on both the principal and the previously accumulated interest;
or

(b) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, nonpayment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law

EXHIBIT D

[This exhibit intentionally blank]

EXHIBIT E

[This exhibit intentionally blank]

EXHIBIT F

IN ADDITION TO BEING SUBJECT TO THE RESTRICTIONS, AS CONTAINED IN THIS DECLARATION, INCLUDING BUT NOT LIMITED TO ANY AND ALL ASSESSMENTS, THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL APPLY TO PAIRED LOTS [LOT NUMBERS] OF [PLAT NAME], AS RECORDED ON [DATE] IN PLAT BOOK [] , PAGE [] OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

SECTION 1 **DEFINITIONS**

- 1.28(a) “Limited Common Elements” shall mean and refer to that real property, together with the Improvements located thereon, owned by the Association for the benefit, use and enjoyment of the Owner of a certain Dwelling Unit or Dwelling Units constructed on Paired Lots with such Improvements located thereon, to the exclusion of the other Owners, as well as areas which have been specifically designated by the Declarant on the recorded plat as “Limited Common Elements”.

SECTION 7 **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

7.2 Covenants and Restrictions

- (y) Swimming Pools. No in-ground swimming pools or above-ground swimming pools shall be erected, constructed or permitted to remain on any Paired Lot.
- (z) Basketball Goals, Play Areas, etc. No permanent or portable basketball goals shall be erected, constructed, or permitted to remain on any Paired Lot. No playground equipment, play apparatuses, swing sets, tree houses, trampolines, playhouses, or other similar structures or apparatuses shall be erected, constructed, or permitted to remain on any Paired Lot.
- (aa) Fences. No fences shall be erected or built on any part of a Paired Lot except that an invisible fence shall be permitted. In no case shall the installation of an invisible fence destroy or otherwise disturb any landscaping area on any Paired Lot.

SECTION 8 **MAINTENANCE STANDARDS**

8.1 Adoption and Amendment.

- (g) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

8.5 Right of Entry.

- (a) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

SECTION 9
COMMON ELEMENTS AND EASEMENTS

9.7 Easements.

- (f) There is hereby established and reserved by the Declarant a blanket easement over all of each and every Paired Lot for the benefit of the Association for express purpose of providing landscaping maintenance services, snow pushing services, and any other services or special services established by the Board or set forth in the Declaration as amended. The Declarant reserves the right within said easement to establish common landscape areas or common streetscape areas for the benefit of Paired Lot Owners. The Association shall be responsible for the maintenance of any such common landscape areas or common streetscape areas so established.

SECTION 10
ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITY

10.1.1 Additional Association Responsibilities. It is the intention of the Declarant and Builder that the Paired Lots be provided with the following additional maintenance services and insurance:

- (a) Required Lawn and Landscape Maintenance Services. The Association shall manage and provide lawn and landscaping maintenance services for each Paired Lot and all Common Elements located on the Property. Such services apply to those areas installed by Declarant and/or Builder and may include but shall not be limited to: mowing, leaf removal, fertilizing and treatments of all established turf areas; pruning and treatment of shrubs and trees; and weeding, trimming, edging, and annual mulching of landscape beds. The Declarant and/or Builder may install additional landscaping which the Association is responsible for maintaining, provided such additional landscaping is noted on the Record Plat as a "Landscape Easement Area". Any Landscape Easement Area Lot shall be maintained by the Association. The delineation of areas to be mowed and otherwise maintained and areas to be left in a natural state shall be at the discretion of the Board.

Each Owner of a Paired Lot shall remain responsible for the remaining lawn and/or landscaping services including the establishment of all turf areas and the irrigation of watering of all turf and landscaping areas located in the front, side and rear yards. Any landscaping installed by an Owner will not be maintained by the Association. As determined by the Board, the Association will replace dead or dying landscaping and turf, which are under maintenance of the Association, unless the Owner of the Paired Lot, through action or inaction, causes the death or damage of plant material and/or turf (e.g., does not adequately water the landscaping). Owner damaged landscaping or turf will be replaced at the expense of the respective Owner and may be assessed as an Individual Assessment under Section 5 of the Declaration.

Yard ornaments or other decorative items may be located on a front door stoop, patio, or deck, but may not be placed in or on mulch beds, trees, bushes, or other landscaped areas.

- (b) Required Snow Pushing Services. The Association shall manage and provide snow pushing services for driveways and sidewalks for Paired Lots. Such snow pushing services for sidewalks shall be limited to the private streets, if any, and the sidewalk leading from the driveway to the front door of the Dwelling Unit and shall not include sidewalks along streets. Snow pushing shall be provided in accordance with requirements and rules established by the Board of Directors. Deicers and deicing service is not part of this service. Paired Lot Owners bear all risks and are responsible for any damage to pavement surfaces caused by their use of deicers on their own driveways and sidewalks.
- (c) Special Services. The Association on its own initiative or at the request of Paired Lot Owners may, upon Board approval, provide special services to Paired Lot Owners. Such services may include, but are not limited to: exterior painting, concrete cleaning and sealing, deck cleaning and sealing, exterior building maintenance, gutter cleaning or similar services. These services would not be required or provided to all Paired Lot Owners, but would only be provided to such Paired Lot Owners who desire to participate in such special services. These services would be provided at an additional cost to the participating Paired Lot Owners. Any expenses incurred by the Association for the provision of special services shall be billed to the participating Paired Lot Owner as an Individual Assessment and shall be paid by said Owner within thirty (30) days thereafter.
- (d) Discontinuance of Required Services. During the Development Period the required services set forth in Paragraphs 6.3(a) and 6.3(b) shall be mandatory and shall be provided by the Association unless the Declarant consents to the discontinuance of any such service and seventy-five percent (75%) of the Paired Lot Owners vote to discontinue any such service. After the termination of the Development Period, the aforesaid required services may be discontinued as set forth above, but without requiring the consent of the Declarant. Furthermore, after termination of the

Development Period, additional services may be added if seventy-five percent (75%) of the Paired Lot Owners vote to add such services.

- (e) Exterior Maintenance shall include the following: paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, and exterior wall surfaces; paint and make surface repairs on the exterior surfaces of the doors; repair and replace common area sidewalks; general treatment for pest control; perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain such Paired Homes consistent with the funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all such Paired Homes.

Unless otherwise determined by the Board of Directors, exterior maintenance shall NOT include structural and/or waterproofing, repair, replacement or care of foundations, basement walls and floors; repair, replacement or care of wood balconies, decks, railings and patios; repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, exterior light fixtures attached to such Paired Homes, electric outlets, water sillcock, window and/or door glass or screen; repair, replacement or care of doorjambs, thresholds, window frames or operating parts of doors and windows; maintenance, repair and replacement of driveways, lead-walks and door stoops; cleaning, weather stripping or replacement of doors and windows; general cleaning or debris removal; and any care whatsoever to improvements or additions made other than by the original Builder in constructing the respective Paired Lots.

SECTION 13

INSURANCE

13.1 Fire, Extended Coverage and Standard “All Risk” Insurance.

- (a) Notwithstanding anything contained to the contrary in Section 13.1 of the Declaration, the Association shall insure all buildings (excluding insurance on Improvements as that term is defined in Subsection 13.6 below), structures and all the Common Elements which are located on the Property against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and “all-risks” policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

13.6 Individual Insurance.

- (a) Notwithstanding anything contained to the contrary in Section 13.6 of the Declaration, the Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Dwelling Unit nor the liability of any Paired Lot Owner for injuries therein not caused by or connected with the Association's operation, maintenance or use of the Common Elements or other property located in the Subdivision. Each Paired Lot Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his or her Dwelling Unit or on his or her Lot. In addition, each Paired Lot Owner shall maintain fire and extended coverage insurance on the contents of his/her Dwelling Unit, including any partitions, trim, drywall, flooring, built-in fixtures, equipment and appliances, and on the improvements and betterments which are located in his/her Dwelling Unit (collectively, the "Improvements"). The Association may request the Paired Lot Owner to provide a copy of the policy(s) to the Association evidencing this insurance coverage at any time.
- (b) Each Paired Lot Owner agrees that if any Owner(s) damages a building or other improvements now or at any time hereafter constituting a part of the Subdivision which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Paired Lot Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first. In the event a Paired Lot Owner refuses or fails to pay the insurance deductible or replacement/repair costs in the time period provided in the preceding sentence, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner as an Individual Assessment.

SECTION 18

PARTY WALLS

- 18.1 Party Walls. Each wall which is built as part of the original construction of a Dwelling Unit and is placed on the dividing line between Paired Lots or dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- 18.2 Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared 50/50 by the Owners who make use of the wall in proportion to such use.
- 18.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners

thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by the Association and the Owners of all Dwelling Units damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be used to restore the structure.

- 18.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 18.5 Right of Entry. For purposes of making inspections and repairs under this Section 8, an Owner, his/her agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.
- 18.6 Easements. In the event that a Dwelling Unit is erected on more than one Paired Lot, each such Paired Lot shall have the benefit of mutual easements across the other Paired Lots upon which said structure is located and through the structure, and each such Paired Lot shall be subject to easements across it and through the structure erected thereon for the benefit of the other Paired Lots upon which said structure is located, for the maintenance, continuation and upkeep of utility wires and lines serving the individual Paired Lots and Dwelling Units located thereon. The Owner of each Paired Lot shall maintain, repair and replace all wires and lines serving such Paired Lots and Dwelling Units, and for such purpose may enter upon the other Paired Lots or Dwelling Units, but shall at all times be responsible for repairing and restoring to its former condition any Paired Lot or Dwelling Unit which is damaged or disturbed by reason of the performance of any maintenance, repair or replacement of such wires and lines, or by reason of the exercise of any right of easement, ingress and egress herein provided. The cost of repair and maintenance of wires and lines used jointly for the benefit of two or more Paired Lots shall be shared by the Owners who make use of the same in equal amounts, unless such repair and maintenance is provided by the Association through Assessment. "Wires" and "Lines" shall be construed broadly to include energy, communications, water and or sanitary sewer wires and lines.
- 18.7 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- 18.8 Control of Utility Lines.
- (a) If a Lot is serviced by a single supply/service line ("Single Supply Line") for any utility whether natural gas, electric, water, or sanitary sewer, the Lot Owner shall be responsible for its maintenance, from any point of connection that the utility

tap/meter to the Dwelling Unit. Maintenance includes any portion of the Single Supply Line, which may be under other Lots.

- (b) If a Lot is serviced by a supply line for any utility whether natural gas, electric, water, or sanitary sewer from the utility company's point of service which then splits into dual or multiple lines ("Multiple Supply Line") to provide service to individual Dwelling Units, the Lot Owner responsible for maintenance is as follows:
 - (i) From the Dwelling Unit to the multiple tie in point, the applicable Lot Owner.
 - (ii) From the multiple tie in point to the utilities' point of service, all Lot Owners benefitted by such utility service pro rata.
- (c) If a Multiple Supply Line needing to be replaced, repaired, or otherwise maintained and the Lot Owners dispute the maintenance obligations, or fails to properly perform the maintenance obligations, the Association shall issue a binding determination as to the necessity for said repair, replacement, and/or maintenance and may pay for the cost of the repair, replacement, and/or maintenance and assess the charges to the Lot owners as described in Section 5.

18.9 Utility Service Providers. It shall not be the responsibility of any utility company providing such services to resolve any dispute involving such services that may arise between Owners. Rather, such Owners shall follow the dispute resolution procedure in Section 14 herein. Further, the Association may serve as the main point of contact between the utility service providers and the Owner(s).

18.10 Rights Not Subject to Suspension. The rights and easements created in Section 9 shall not be suspended by the Association for any reason.



APPLICATION TO PLANNING AND ZONING COMMISSION

#25-028 AND #25-039: APPLICATIONS FOR A SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT ON LOT 16 FOR A 67-UNIT TOWNHOME DEVELOPMENT, ALONG WITH AN AMENDMENT TO THE OLIA VILLAGE PLANNED MIXED-USE ZONING DISTRICT SITE CONCEPT PLAN AND DEVELOPMENT REGULATIONS FOR THE PROPERTY AT 10300 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, December 15, 2025

LOCATION: 10300 Olive Boulevard, Lot 16, Olia Village, located south of Olive Boulevard and west of Lindbergh Boulevard.

REQUEST: George M. Stock, PE, of Stock & Associates Consulting Engineers, on behalf of Grand Communities, LLC, has submitted a Site Development Plan application and Preliminary Subdivision Plat for Lot 16 within the Olia Village Planned Mixed-Use Zoning District located at 10300 Olive Boulevard to construct 67 attached single-family residential townhomes on individual lots within the 11.16-acre site, to be known as The Vale at Olia Village. In association with this application, an amendment to the Olia Village Planned Zoning District Site Concept Plan and Development Regulations, Exhibit B of Amended Ordinance No. 5862, has been submitted. The proposed Site Concept Plan amendment updates the pedestrian and street plan, and tree preservation and replacement plan components of the Olia Village planned zoning district in association with the proposed development of Lot 16. An amendment to the Development Regulations affecting private streets within the development has been submitted to reduce the Minimum Horizontal Radius of Centerline from 150-feet to 80-feet to provide secondary access for Lot 16. Pursuant to Section 405.390.Q. of the Zoning Ordinance, major amendments to the Site Concept and Site Development Plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by City Council. Section 410.110.C.3. of the Subdivision Code requires Planning and Zoning Commission approval for Preliminary Subdivision Plats.

ADDITIONAL INFORMATION: The Olia Village Planned Mixed Use Development was approved by the City Council on November 13, 2023 with amended Ordinance 5862. Ord. 5862 included Attachment B which outlines the development regulations. Each site development plan will be reviewed against the requirements of Attachment B and the approved Site Concept Plan.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the criteria for Planned Zoning Districts as provided in Section 405.390?
- Does the request meet with the requirements of Ordinance No. 5862?

Creve Coeur 2030 Plan References

- Mixed Use Innovation Campus District (MUIC)
- 39 North Master Plan
- Comprehensive Plan and 39 North Master Plan Amendment for the Former Bayer West Site

Zoning Code References

- Section 405.390: Planned Zoning Districts
- Olia Village Planned Zoning District Development Regulations (Amended Ordinance No. 5862)

Subdivision Code References

- Section 410.100 Preliminary Subdivision Plats

APPLICANT'S REPRESENTATIVE: George M. Stock, P.E.
Stock & Associates Consulting Engineers
257 Chesterfield Business Parkway
Chesterfield, MO 63005

PROPERTY OWNER (UNDER CONTRACT):

Grand Communities, LLC
3940 Olympic Blvd, Ste 400
Erlanger, KY 41018

REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner

DATE: 12/11/2025

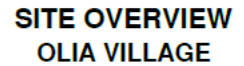
ATTACHMENTS: Applicant's revised materials submitted December 8, 2025, Draft Resolution

PROJECT BACKGROUND AND PROPOSAL

Amended Ordinance 5862, approved by City Council on November 13, 2023 and amended on November 13, 2023, authorized the rezoning of the entire former Bayer West Campus site from “RO”-Research Office to the Olia Village “PMD” Planned Mixed-Use Development District and approved the Site Concept Plan along with the Phase One Site Development Plan. The amended ordinance includes “Exhibit B” which outlines the zoning and development regulations for the Olia Village PMD District. The Site Concept Plan included a phasing plan that divided the site into five development phases and each phase or lot requires Site Development Plan approval by the Planning and Zoning Commission and City Council by Resolution in accordance with Section 405.390.H. of the Zoning Code. The site improvement permits for Phase 1, which included site grading, internal road construction, and the construction of the retaining wall, throughout the development, were issued in 2024 and 2025 and the construction work is ongoing. The Site Development plan for Lot 1, part of the proposed Phase 2 was approved by Resolution No. 1827 by City Council on September 24, 2025. Site development plans for each lot will be submitted as the development moves forward.

Lot 16 was planned to be the sole development within the final phase of Olia Village, Phase 5, developed under a separate developer but that timeline has been moved up after a home builder purchased the property. Lot 16 is being developed by Grand Communities LLC as a 67-unit private townhome development. The applicant, George Stock, of Stock and Associates Consulting Engineers, on behalf of Grand Communities, LLC has submitted a Site Development Plan application and Preliminary Subdivision Plat for Lot 16 within Olia Village to construct the 67 townhome units within the 11.16-acre site. The development will be called The Vale at Olia Village. The Site Development Plan includes the construction of 13 buildings of attached 3-story, single-family townhome units, sidewalks and roads within the housing development. Lot 16 is within the Sub-District Category D-Residential Development of the Olia Village PMD and comprises 11.16 acres of the 95.76-acre site.

In association with the Site Development Plan, an amendment to the Olia Village Planned-Mixed Use Zoning District Site Concept Plan and Development Regulations, Exhibit B of Amended Ordinance No. 5862, has been submitted. The Site Concept Plan amendment updates the pedestrian, street plan, and tree preservation and replacement plan components of the Olia Village planned zoning district to include the development of Lot 16. An amendment to the Development Regulations affecting private streets within the development has been submitted to reduce the Minimum Horizontal Radius of Centerline from 150-feet to 80-feet to provide the required secondary access for Lot 16. Pursuant to Section 405.390.Q. of the Zoning Ordinance, major amendments to the Site Concept and Site Development Plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by City Council. Section 410.110.C.3. of the Subdivision Code requires Planning and Zoning Commission approval for Preliminary Subdivision Plats.



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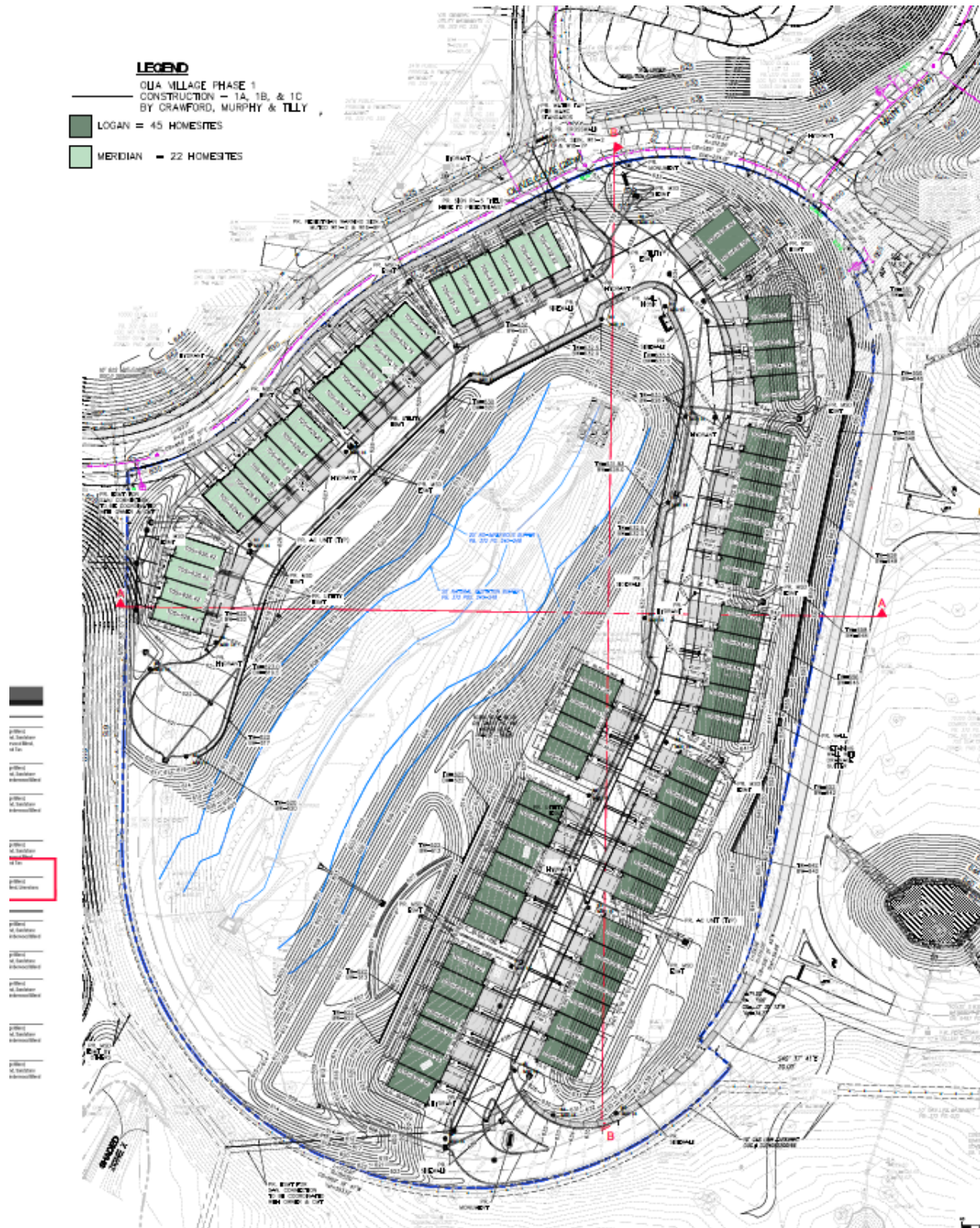
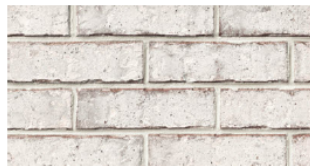


Figure 2: Proposed Lot 16 Site Development Plan for The Vale at Olia Village.



Upper Section of Brick:
Alpine Select



Lower Section of Brick:
Irongate

Figure 3: Proposed townhome elevations with proposed color palette shown below.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Commercial	Olia Village Planned Mixed Use Zoning District	Olive Cove
South	Single Family Residential	“B” Single-Family Residential Zoning District	Olia Village Common Ground
East	Bayer East Campus	“RO” Research Office Zoning District	N. Lindbergh Blvd
West	Single-Family Residential	“A” and “B” Single-Family Residential Zoning District	Olia Village Common Ground

PRELIMINARY SUBDIVISION PLAT REVIEW

Lot 16 is currently a single lot that is proposed to be subdivided into 67 new lots for The Vale at Olia Village townhome development. Section 405.390(G) *Planned Zoning Districts* requires a preliminary plat showing the property subdivided into separate lots be submitted in accordance with Chapter 410 *Subdivision and Development of Land*, as modified by approvals under Section 405.390 *Planned Zoning Districts* in conjunction with the submittal of the site concept plan, but in any event, must be submitted no later than in conjunction with the submittal of the applicable site development plan(s). The preliminary subdivision plat should provide sufficient information regarding a proposed subdivision of land to allow the Commission to evaluate the site development concept as it relates to the City's goals and objectives. The applicant is proposing 67 new lots for each townhome unit and a new cul-de-sac on the west side of the development and a through road connecting Olive Cove to Olia Drive on the east side of the development as well as two areas of common ground and two BMP areas for stormwater runoff.

Attachment B, the development standards for Olia Village Planned Mixed-Use Development Zoning District, regulates the lot size requirements for Category D-Residential Development, as a minimum lot size of 800 square feet per lot, minimum lot width of 15 feet and a minimum lot depth of 40 feet. The setback and building line requirements for Category D include a minimum front yard of 5 feet, a minimum side yard of 0 feet or 7 and a half feet, a minimum side yard of 5 feet, a minimum distance between buildings or unit clusters of 15 feet and no internal buffer yard required. Category D is also required to have no more than 20 units an acre with a minimum dwelling unit floor area of 750 square feet per unit.

The preliminary plat shows the boundaries of all 67 new lots with parcel information for each lot in a table on sheet C5.0. Lots 1-22 will include the “Meridian” townhome type and have a minimum lot size of 1,500 square feet, a minimum lot width of 20 feet, a minimum lot depth of 75 feet, side yards either 7.5 feet or 0 feet when attached to another townhome unit, a 5-foot front yard and 20-foot rear yard. Lots 23-67 will include the “Logan” townhome type and have a minimum lot size of 1,860 square feet, a minimum lot width of 24 feet, a minimum lot depth of 77.5 feet, side yards either 10 feet or 0 feet when attached to another townhome unit, a 20-foot front yard and 10-foot rear yard. The private streets within the development are shown at 24 feet wide or 34 feet wide when on street parking is provided.

Chapter 430 *Stream Buffer Protection Regulations*, Section 430.050 *Land Development Requirements (A) Buffer and Setback Requirements*, requires a 25-foot undisturbed natural vegetative buffer on both sides of any stream, measured from the top of bank, not depicted as a solid blue line on U.S.G.S maps, which would then require a 50-foot buffer on each side. Lot 16 is subject to this requirement and the buffers are shown appropriately on either side of the stream bank.

Tree Preservation

The Applicant’s tree protection and removal plan prepared by a professional landscape architect from Loomis Associates, indicates that there are 151 existing trees on site, of which 55 of the viable (excluding the dead and poor condition trees), are to be removed, thus representing 43.3% to be removed, with 72 trees to remain. Section 410.320: *Tree Conservation* requires that no more than 50% of the area of tree masses, and no more than 50% of eight-inch caliper trees shall be proposed for removal. It is anticipated that some of the trees to remain may get damaged, and will need to be removed during construction. If so, Section 410.320(A)(3) requires that they be placed at a 3:1 ratio. Section 410.300, *Street Trees*, requires that street trees shall be provided at one per thirty lineal feet of street frontage. The landscaping plans shows that 50 street trees will be installed in conformance with this requirement.

The preliminary plat provided meets all of the requirements of Attachment B, the development standards, and Section 410.110 *Preliminary Subdivision Plat*, where applicable. The subdivision indentures for Lot 16 have been submitted and reviewed by the City Attorney.

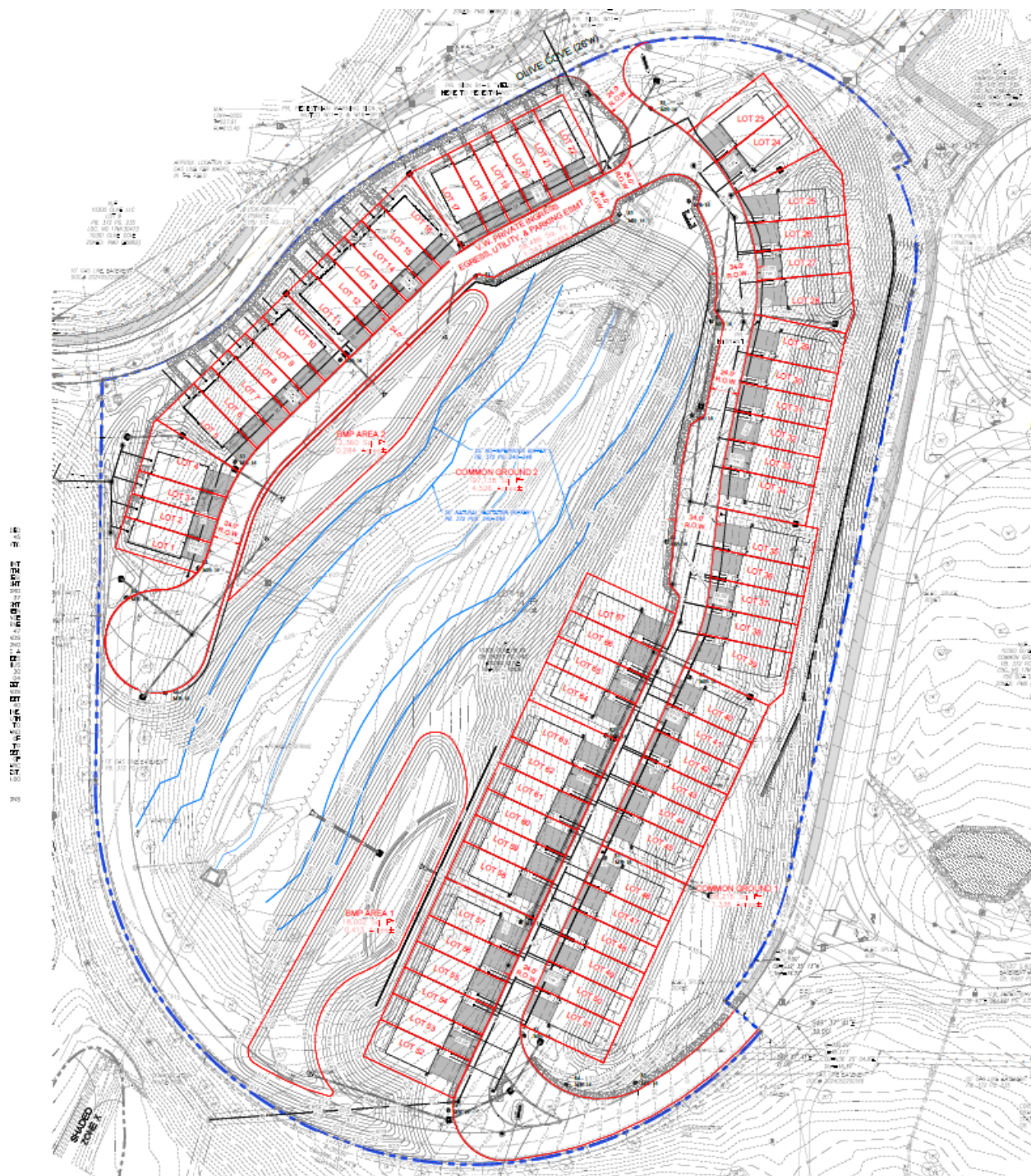


Figure 4: Preliminary Plat.

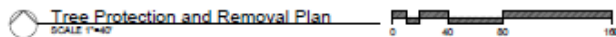


Figure 5: Tree Protection and Removal Plan.

ZONING REVIEW

Site Concept Plan Amendments

As part of the development of Lot 16 to accommodate The Vale at Olia Village townhome development, the Site Concept Plan for the Olia Village Planned Mixed Use Development zoning district, approved by amended Ordinance 5862, needs to be amended. The Site Concept Plan amendments include updates to the street plan, pedestrian plan, and tree preservation and replacement plan components of the Olia Village planned zoning district to include the development of Lot 16.

The Street Plan for the Olia Village Development, Sheet C-107, includes all streets throughout the development and has been amended to include the proposed private roadways internal to Lot 16. The internal streets include a cul-de-sac on the west portion of the site with the “Meridian” townhome types and a through street connecting Olive Cove to Olia Drive on the east portion of the site through the “Logan” townhome type lots.

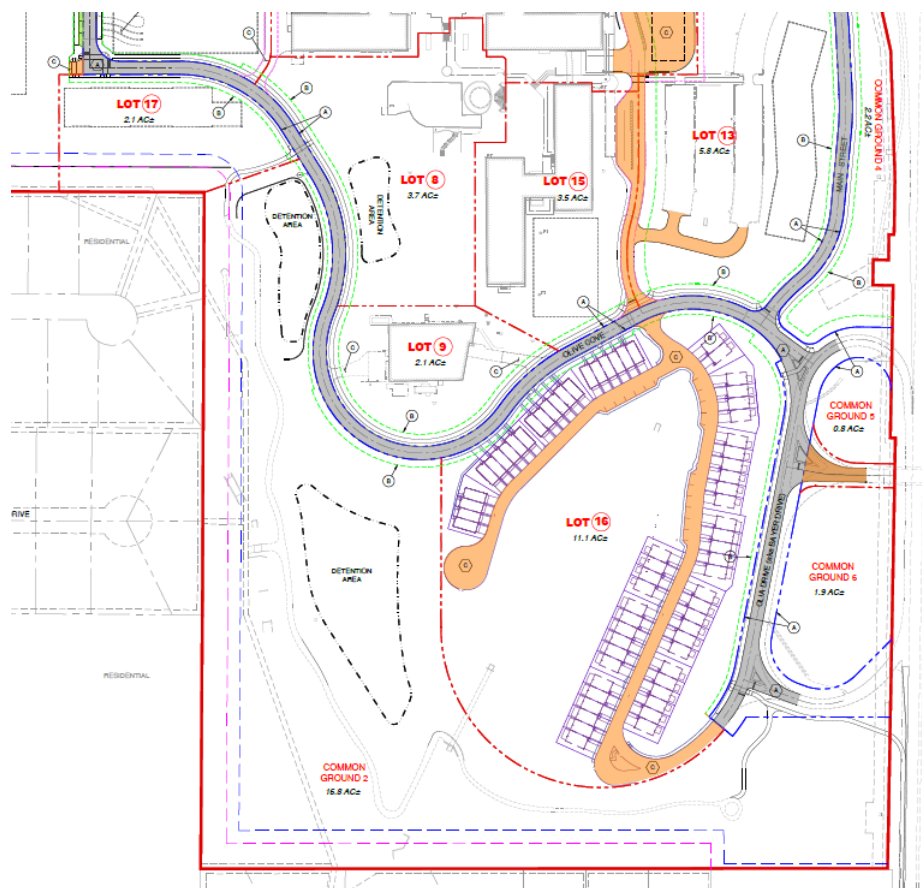


Figure 6: Updated Street Plan with Lot 16 Streets included.

The Pedestrian Plan for the Olia Village Development, Sheet C-108, includes all sidewalks, pedestrian paths and trails throughout the site and has been amended to include the proposed private and public sidewalks to be installed as part of Lot 16. A 6-foot-wide public sidewalk is proposed within the easement along Olive Cove providing direct access to lots 1-22. A 6-foot-wide private sidewalk is proposed internally to Lot 16 providing connections to the public sidewalk along Olive Cove through the site and connecting to the 8-foot wide, multi-use sidewalk along Olia Drive that extends throughout the Olia Village development. The private sidewalk is provided on one side of the through road on Lot 16 providing direct access to lots 52-67. Lots 23-51 do not have direct access to a sidewalk. Staff asked the applicant to provide direct sidewalk access to all units and the applicant stated that adding a sidewalk on the east side of the proposed internal drive would require the townhomes to shift closer to the retaining

wall behind lots 25-42 which would then have to be built taller. The applicant stated that the internal street is designed with a cross-slope of 2.0% for easy pedestrian crossing which would then provide access to a sidewalk across the street. If the Planning and Zoning Commission believes a sidewalk should be installed at this location, this is something that can be discussed with the applicant. Additionally, crosswalks are provided across Olive Cove and internally to facilitate pedestrian access throughout the site. These crosswalks will be painted and striped in a typical fashion.

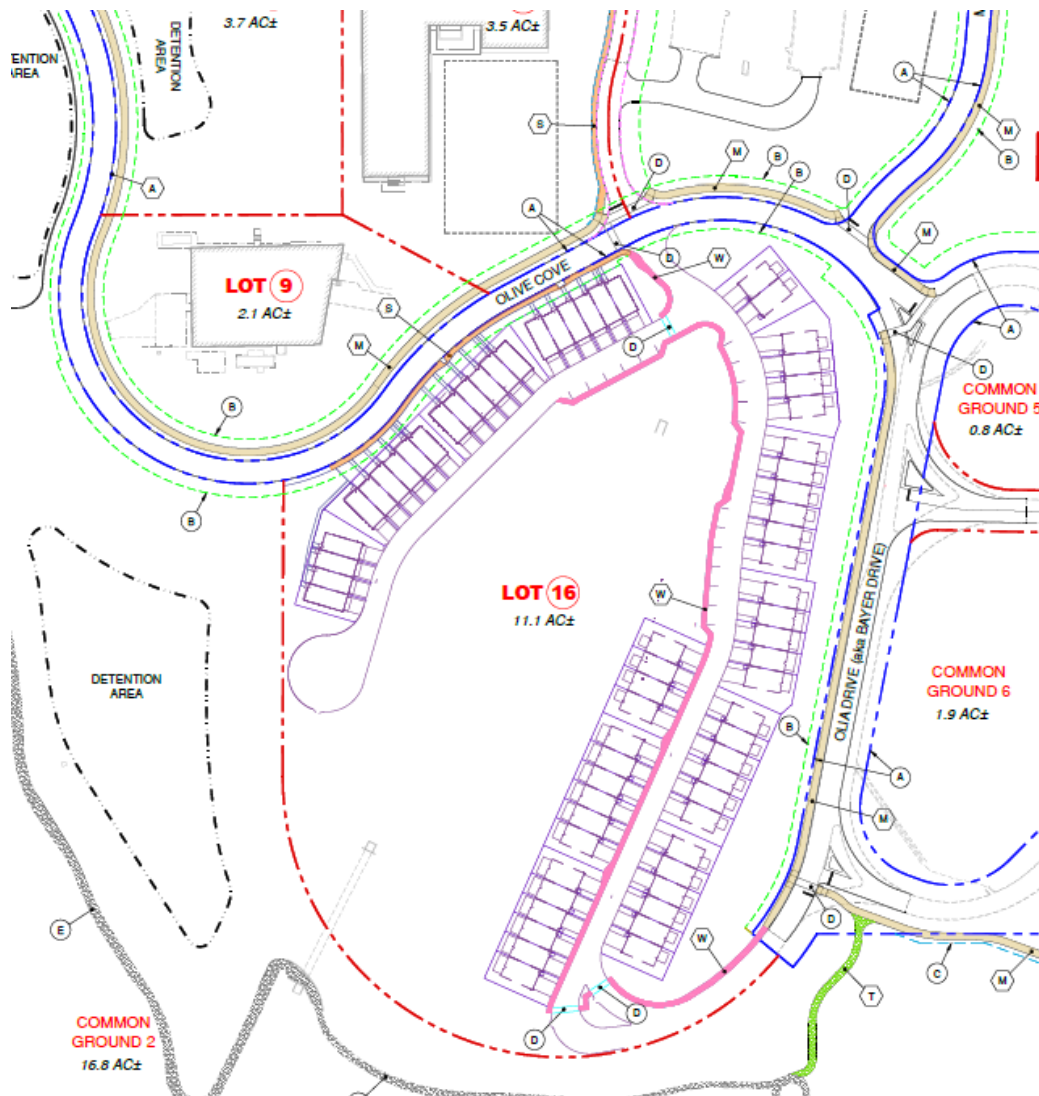


Figure 7: Updated Pedestrian Plan with Lot 16 sidewalks included.

The Tree Preservation Plan for the Olia Village Development, Sheet LD-100, includes all tree masses and individual trees on site, including which are remaining and which are to be removed, and has been amended to include tree removal on Lot 16. No tree masses will be disturbed on lot 16 but 55 viable individual trees will be removed and 154 trees will be installed. Throughout the entire site there will be a surplus of 362 individual trees above the required replacement trees on a 1 to 1 basis over the 50% removed.

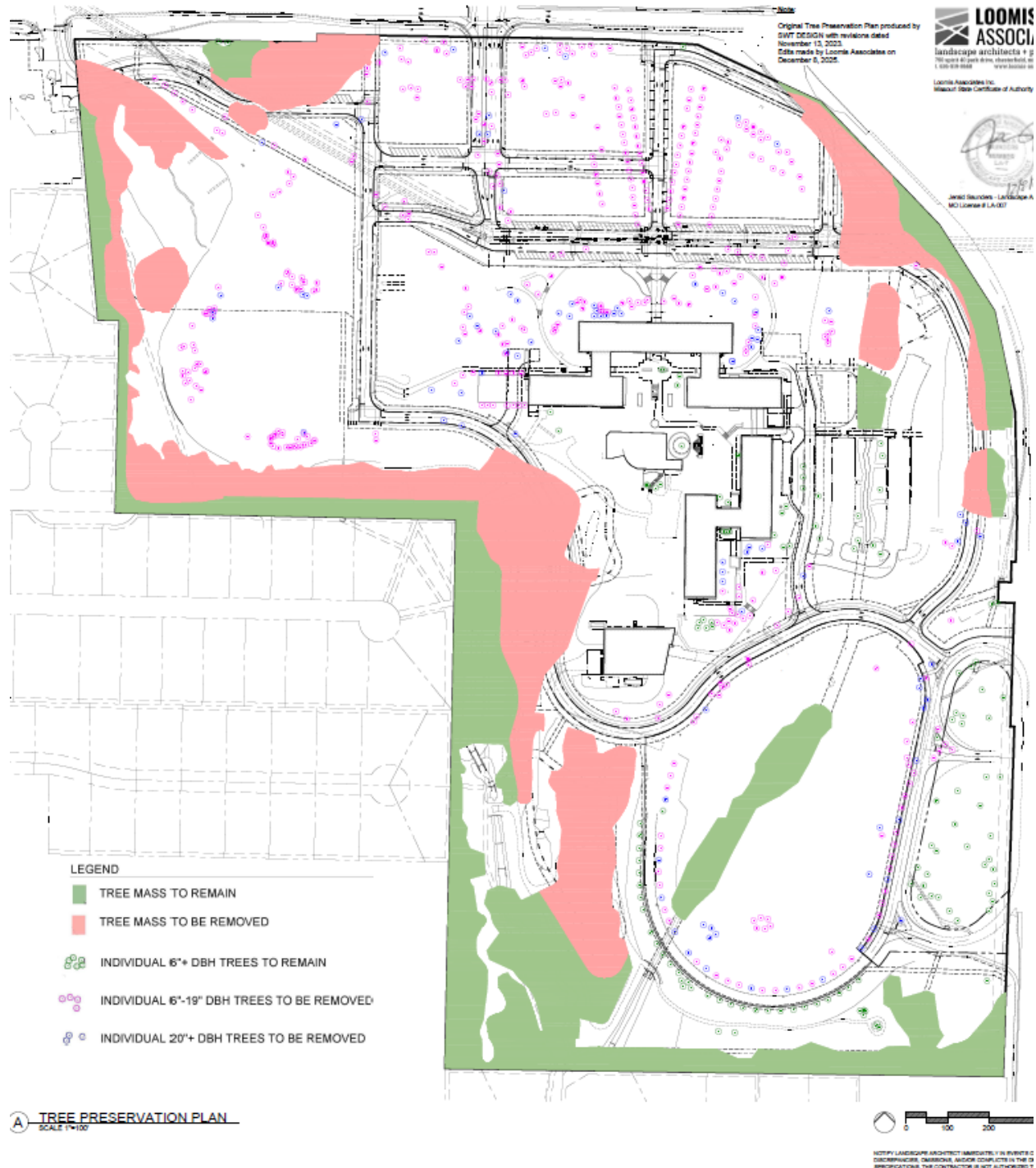


Figure 8: Updated Tree Preservation Plan with Lot 16 Tree Removals included.

Development Standards Text Amendment

In addition to the Site Concept Plan amendments, the language of the development standards, Attachment B, also needs to be revised to allow for a different radius for the secondary entrance to Lot 16 due to the topography of the site and the location of the existing Olia Drive roadway. The applicant submitted a request to amend the language of the development standards, Attachment B, as approved by amended Ordinance 5862. Item 13.f. Minimum Horizontal Radius of Centerline under “Private Street Design Standards” of Section K. “Public/Private Road Improvements Including Pedestrian Circulation” would be amended as follows:

I. Specific Criteria

K. Public/Private Road Improvements, Including Pedestrian Circulation

13. Private Street Design Standards

- f. Minimum Horizontal Radius of Centerline of one hundred-fifty (150) feet except for Lot 16 which shall have a minimum horizontal radius of centerline of eighty (80) feet.

This amendment would allow the applicant to construct the secondary access for The Vale on Lot 16 of Olia Village. This language and proposed roadway layout has been reviewed and approved by the City’s Public Works staff. The Creve Coeur Fire District reviewed the proposed roadway layout and the resulting turn radius and have given their agreement of its layout.

Site Development Plan

The site development plan for Lot 16 includes the construction of 13 buildings with 67, 3-story attached townhome units, with internal sidewalks and roads on a 11.16-acre lot. The subject property, Lot 16, is zoned Olia Village Planned Mixed-Use Development District and its zoning requirements are governed by Attachment B as approved by amended Ordinance 5862. Within the PMD there are four sub-districts with their own sets of specific requirements including Sub-District Category A- Main Street Development (Lots 2, 4, 5, 6, 7, 11, 12), Sub-District Category B - Mixed-Used Development (Lots 1, 3, 8, 9, 13, 14, 15), Sub-District Category C - General Office Development (Lots 10 and 17), Sub-District Category D - Residential Development (Lot 16). The location of each subdistrict was shown on the approved Site Concept Plan. Lot 16 is within Sub-District Category D, Residential Development, and was designed to be developed for residential use by a separate developer. The developer will be subdividing the lot into 67 new lots and including two areas of common ground and two stormwater management BMP facilities on either side of the existing stream present in the middle of Lot 16. Staff finds the submitted site development plan for attached residential townhomes on Lot 16 is consistent with the Site Concept Plan for this portion of the Olia Village planned district.

Section B.4 of Attachment B limits buildings on Lot 16 to 3 stories or 40 feet in height if attached single-family dwellings or 2 ½ stories or 35 feet in height if detached single family dwellings. The townhome unit types are split into two, the “Logan” style and the “Meridian” style. Both styles are under 33 feet in total height and 3 stories. Both styles range from 2–6-unit clusters with garages on the first floor and living space above in the 2nd and 3rd floors.

Site coverage is determined for the entire site and not on a lot-by-lot basis. The maximum site coverage for the entire Olia Village development cannot exceed 60% but how the site coverage is divided up per lot is up to the developer. Staff has asked that the site development plan include the site coverage calculation for each site so that a running total may be reviewed at each submitted site development plan in order to calculate the total site coverage for the development, so far Lot 1 and Lot 16. Sheet C1.0 shows that Lot 16 has site coverage of 27.6% which is a total site coverage of 6.5% for the development, excluding the existing buildings but including the previously approved Lot 1. The maximum Floor Area Ratio (FAR) is determined for the entire site as well and cannot exceed 0.70. The proposed FAR for Lot 16 is 0.131

which represents a FAR of 0.041 for the development, excluding the existing buildings but including the recent Lot 1 approvals.

Landscaping

Sheet L1.01 provides the proposed landscaping for Lot 16. Section F, *Landscape and Tree Requirements* of Attachment B, outlines the requirements for landscaping within the Olia Village development. It requires that landscape plans for each parcel shall be coordinated and consistent with a Landscape Concept Plan for the applicable Category and that the plan should enhance the pedestrian experience, complement architectural features and provide shade. Lot 16 is not required to be provided with an underground irrigation system, however, Staff has discussed with the applicant the condition that irrigation be installed for the landscaping in the development along exterior street frontages and around both entrances to the development.

The landscaping plan shows extensive landscaping throughout Lot 16. The existing individual trees that bordered the street to the south of the lot will remain after the street is demolished and create an existing buffer between the proposed townhome development and the adjacent Olia Village Common Ground. Street trees meeting the requirements of Section 410.300 *Street Trees* of Chapter 410 Subdivision and Development of Land of the city code are provided for a total of 50 new street trees. In addition to the street trees, 73 new deciduous trees will be installed around the units and on-street parking stalls provided throughout Lot 16. 81 new evergreen trees in a variety of types including Black Hills Spruce, Norway Spruce, Green Giant Arborvitae and columnar Juniper will be placed on site for screening purposes including around the bioretention areas, around the retaining wall, and at the ends of the lines of units. The Landscaping plan also includes a typical individual lot landscaping layout for each type of unit, 45 units for the “Logan” type and 22 units for the “Meridian” type. The landscaping provided on the Landscape Plan would appear to meet the requirements of Attachment B to enhance the pedestrian experience, complement architectural features and provide shade.

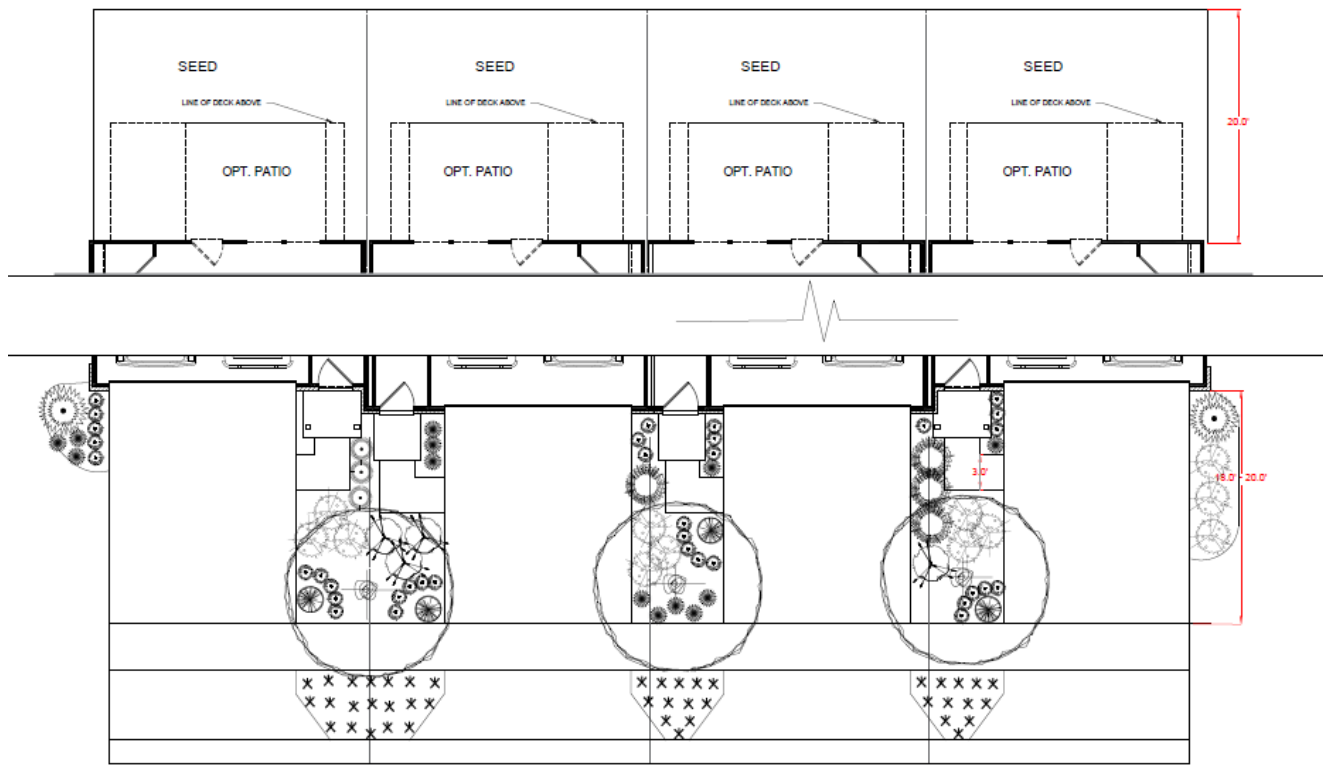


Figure 9: Example Typical Landscaping Plan per Unit.



Figure 10: Landscape Plan.

Lighting

Lighting requirements for the development are regulated by Attachment B, Section H. *Light Requirements*, which requires a lighting plan in accordance with the City of Creve Coeur code be provided. The photometric plan provided shows that the light levels will exceed 1.0 footcandles at the property line for Lot 16 but given that Lot 16 is buffered by common ground from the existing single-family residential uses to the south and no plans for additional lighting in this area are proposed, Staff is not concerned that the light levels will be greater than 1.0 foot candles at the property line for the Olia Village development, as required by Section 405.680. The total height of the light poles, when measured from the bottom of the base to the top of the light fixture, will be 16 feet. The proposed fixture heads are fixed downcast and shielded. The plans include a note that the color temperature will be a max of 3,000 Kelvin for the exterior lighting to meet with the new requirements of Section 405.680.

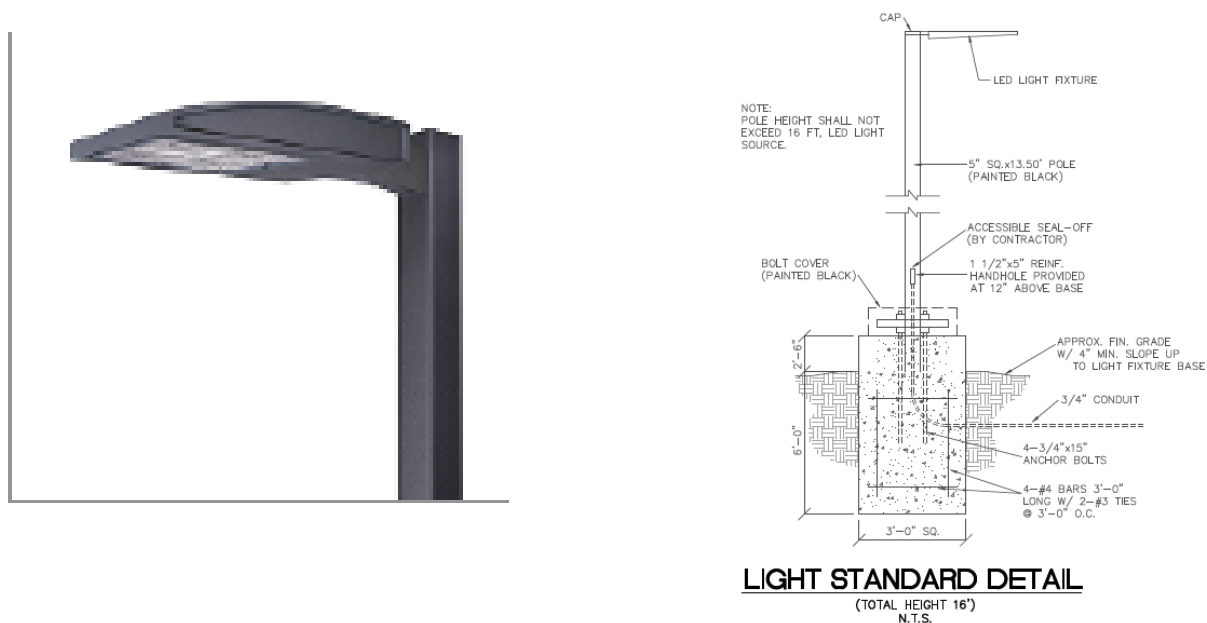


Figure 11: Proposed light poles and fixture heads.

Exterior Elevations Design and Materials

There are two townhome types, the “Meridian” and the “Logan” proposed for Lot 16. Both options are 3 story units with garages on the first level. The “Meridian” has garage entry on the back of the unit while the “Logan” has garage units on the front of the unit. The “Meridian” units face Olive Cove and the “Logan” units are interior facing within Lot 16. The primary material for all unit types on the front elevations is brick. The side and rear elevations will be fiber cement lap siding. The 1st floor will be a darker brick in shade “Irongate” and the 2nd and 3rd floors will be a lighter brick in shade “Alpine Select.” Staff has asked that the brick return completely on each side where the building is at the end of the row of buildings. This applies to lots 1, 22, 23, 51, 52, and 67. Buildings that are interior will not be required to carry the brick material to completely cover the side. The doors will be painted with a choice from colors in a warm color palette. The garage doors and trim elements will be a dark brown color. The color palette is consistent with what was proposed in the Site Concept Plan for Olia Village and the requirements of Attachment B, Section I.

Section I.2. Architectural Elements, of Attachment B states that building facades should be articulated by using color, arrangement or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance. The

primary façades of both unit types include a variety of articulation including the use of window patterns and bay window elements, plane breaks including some units being set forward slightly to break up the longer facades and material color changes that help to break up the 3-story height of the buildings. Overall, the townhome buildings are well-designed and incorporate the color palette originally approved for the Olia Village development. Mechanical units will be placed either behind the buildings or at the ends of each building. The trash for each unit will be handled individually and picked up by a trash service. No dumpsters are proposed for this development.

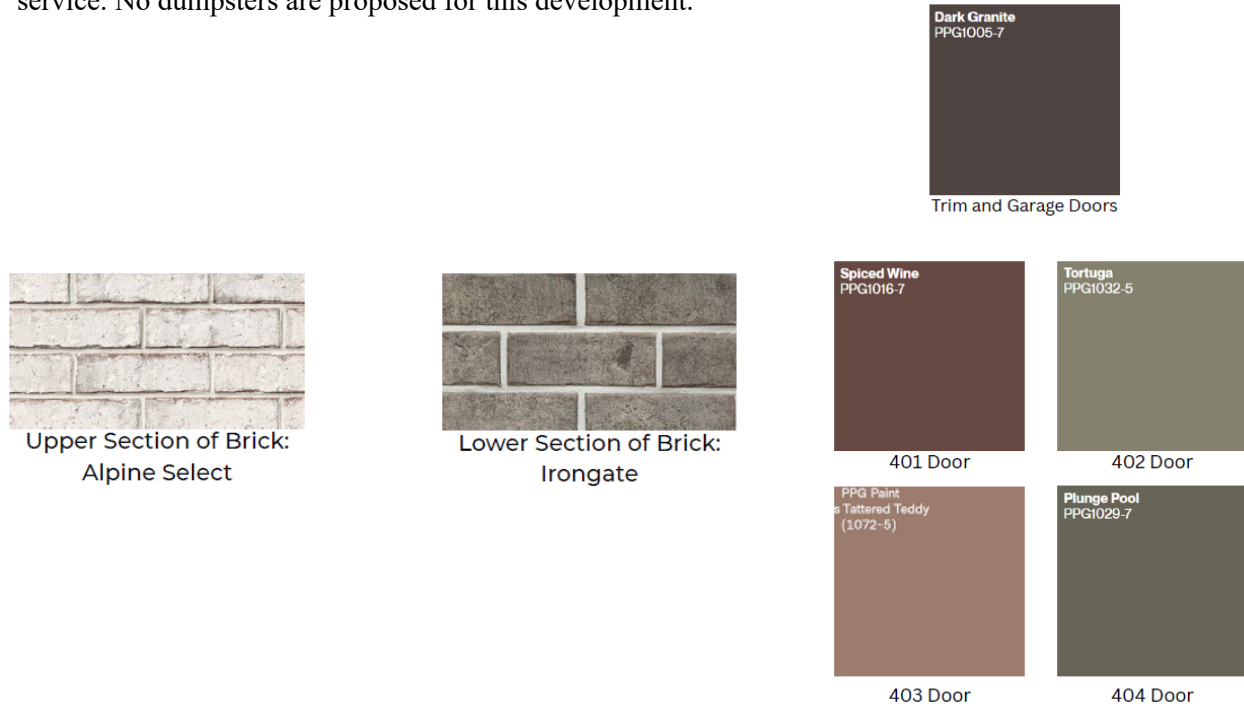


Figure 12: Proposed color pallet.



Figure 13: Meridian townhome type.



Figure 14: Logan townhome type.

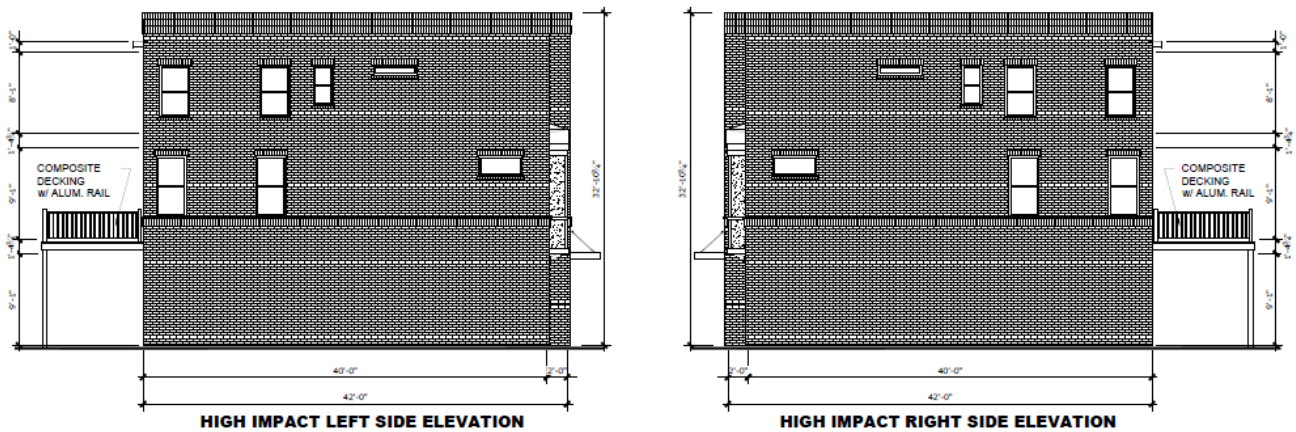


Figure 15: Full Brick Return on End Units.



Figure 16: Colored elevation rendering of the Meridian type.



Figure 17: Mail Kiosk for The Vale at Olia Village.

Parking Requirements

The required parking for this development is guided by Attachment B, Section E. *Parking and Loading Requirements*. The required parking for the entire Olia Village PMD District is determined collectively for the entire District and not on an individual lot or sub-district basis. The required parking is calculated cumulatively per phase of development based upon the sum of the square footage of individual land uses at the rate required by the City of Creve Coeur Zoning Code with a 15% reduction in the total number of spaces for all districts except for Sub-District Category D-Lot 16, which has to provide parking based on the rate required by the City of Creve Coeur Code. Section 405.820(B)(2)(a) *Required Off-Street Parking Spaces* require one- and two-unit structures to provide 2 parking spaces per dwelling unit. The attached townhomes are single-family units so 2 parking spaces are required for each of the 67 units for a total of 134 spaces required. The garages are designed to fit one or two cars and the driveways can fit additional vehicles, meeting the requirement for 2 parking spaces for each unit. In addition, 15 guest parking spaces are provided for a total of 149 parking spaces for the development.

Stormwater

Stormwater collection has been designed for the entire Olia Village development in the form of multiple detention basins and is part of the scope of work for Phase 1 with construction on-going. The Site Development Plan includes on-site water quality and channel protection volume requirements in the form of two new BMP areas constructed on either side of the stream bank buffers adjacent to the existing stream in Common Ground 2. Stormwater will be collected throughout the site via inlets and piped underground to the BMPs for water quality. The stormwater management systems were designed per MSD and Creve Coeur regulations. Public Works Staff has preliminary reviewed the proposed stormwater mitigation and have no comments at this stage of design.

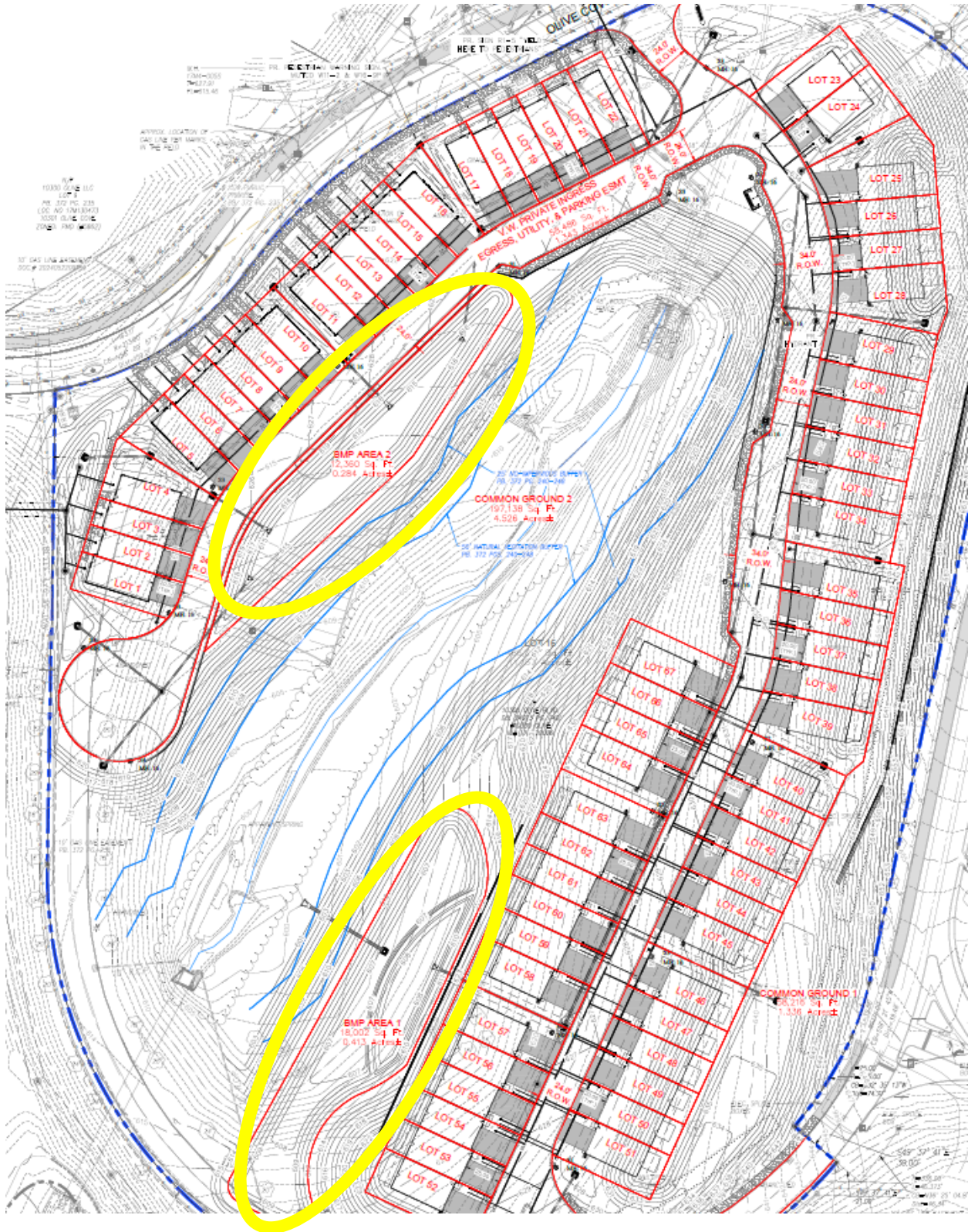


Figure 18: Proposed BMP area highlighted in yellow.

Subdivision Signage

Signage for the Olia Village development will be handled by a separate permit through a Master Signage Plan which will come before the Planning and Zoning Commission for review and recommendation to City Council for approval. The applicant is showing the location of the subdivision entry signs for The Vale at Olia Village on the plans and has included a low monument sign rendering showing a 6-foot-tall sign with a brick base to match the materials of the Lot 16 development. Per Section 405.940(B), residential development signs must be approved by the Planning and Zoning Commission through the site development plan process. Staff has added a condition of approval that the low monument signs be approved with final design and materials to be approved by Staff.



Figure 19: Proposed Residential Development Sign .

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the Lot 16 Site Development Plan substantially meets with the approved Olia Village Site Concept Plan, as amended by this proposal, and the requirements of the Olia Village Development Regulations, as well as with the City's applicable Zoning Regulations, subject to the following conditions and any further discussion by the Planning and Zoning Commission.

The following are the recommended conditions of approval for the Site Concept Plan amendments and the amended Development Regulations for Olia Village:

1. All requirements of Amended Ordinance No. 5862 shall remain in effect as hereby amended.
2. Pursuant to Section 405.390.K.2., the applicable components of the amended Site Concept Plan shall be recorded in the office of the St. Louis County Recorder of Deeds and proof of recording shall be provided to the City prior to any permits being issued.

The following are the recommended conditions of approval for the Lot 16 Site Development Plan:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations of the townhomes shall be in substantial conformance in design, color and materials, with the "Meridian and Logan Modern Industrial Elevations" received December 8, 2025, as bound together and submitted in conjunction with Application #25-028 by Fischer Homes, except as modified below.
2. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," received December

- 8, 2025, as bound together and submitted in conjunction with Application #25-028 by Stock & Associates, except as modified below.
3. The building elevations on Lots 1, 22, 23, 51, 52, and 67 as depicted on the site development plan and preliminary plat shall have brick returns on the full side exterior elevations.
 4. A Final Landscape Plan shall be submitted with the Building Permit and Site Improvement Permit applications for Staff review and approval in substantial conformance with the Concept Landscape Plan received December 8, 2025, by Loomis Associates. The Final Landscape Plan shall provide irrigation within the common ground areas along the exterior street frontages and at both entries. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
 5. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance or Section H. Light Requirements of the Olia Village Development Standards, as appropriate, and the provided photometric plan for the entire site received December 8, 2025.
 6. The subdivision entry signs, as shown on the plans, one located at each entrance to the subdivision, are approved subject to landscaping being provided at the base of each sign and final design approval by staff in association with the sign permit application. After final approval by staff, these residential development signs shall be incorporated into the overall Olia Village Master Sign Plan.
 7. A final subdivision plat and accompanying subdivision declaration for The Vale at Olia Village shall be submitted for Planning and Zoning Commission and City Council approval pursuant to Section 410.140 of the Subdivision Code and Section 405.390.H. of the Zoning Code prior to issuance of any building permits.
 8. Pursuant to Section 405.390.N. the site development plan shall be valid for a period of twelve (12) months from the date of approval. Within such period a building permit shall be obtained, and substantial construction commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission may grant extensions regarding the validity of a site development plan not exceeding twelve (12) months each upon written request of the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission shall have the power in such cases to attach new conditions to their re-approval or to disapprove the reapplication.

Review of preliminary plats is a ministerial act that should be approved if the proposed plat substantially meets all development standards provided by Amended Ordinance No. 5862 and those of any other applicable City regulations. This application does substantially meet all applicable codes for the Olia Village Planned Mixed Use Development Zoning District, subject to the following suggested conditions of approval:

1. A final plat for the Vale at Olia Village shall be submitted for review by the Planning and Zoning Commission with approval of the final plat by the City Council.

ACTION

If the Planning and Zoning Commission finds the Site Development Plan application and proposed Draft Resolution, and Site Concept Plan Amendments to be in conformance with the Site Concept Plan, regulations of the Zoning Code and Attachment B, it may vote on a recommendation to the City Council. Any changes to the motion or Draft Resolution should be discussed and made by separate actions.

Approval of the Preliminary Plat must be made by separate motion listed below.

MOTIONS

The following is an example of an appropriate motion for the Site Development Plan and Site Concept Plan Amendment application:

“I move to recommend approval of the Site Concept Plan and Development Regulations Amendments and the Site Development Plan for Olia Village Lot 16 at 10300 Olive Boulevard, and draft resolution subject to the conditions discussed in the Staff Report for the meeting of December 15, 2025” (conditions may be added, eliminated, or modified by preceding motion).

Action on the Preliminary Plat will be in the form of a motion for approval as presented, or approval with additional conditions, to meet all technical requirements. City Council action is not required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to approve The Vale at Olia Village preliminary plat with the conditions outlined in the staff report for the subdivision at Lot 16 of the Olia Village Planned Mixed Use Development as shown in the Preliminary Plat, received December 8, 2025, as part of Application #25-039. (Other conditions may be added, eliminated, altered, and modified by prior motion).

Once the Commission has approved the preliminary plat, the Applicant may proceed with preparing the Final Plat for Planning and Zoning Commission review and approval by the City Council. The Subdivision Improvement Plans will be submitted at a later date once the lots have been sold for development and will be subject to the conditions listed above.

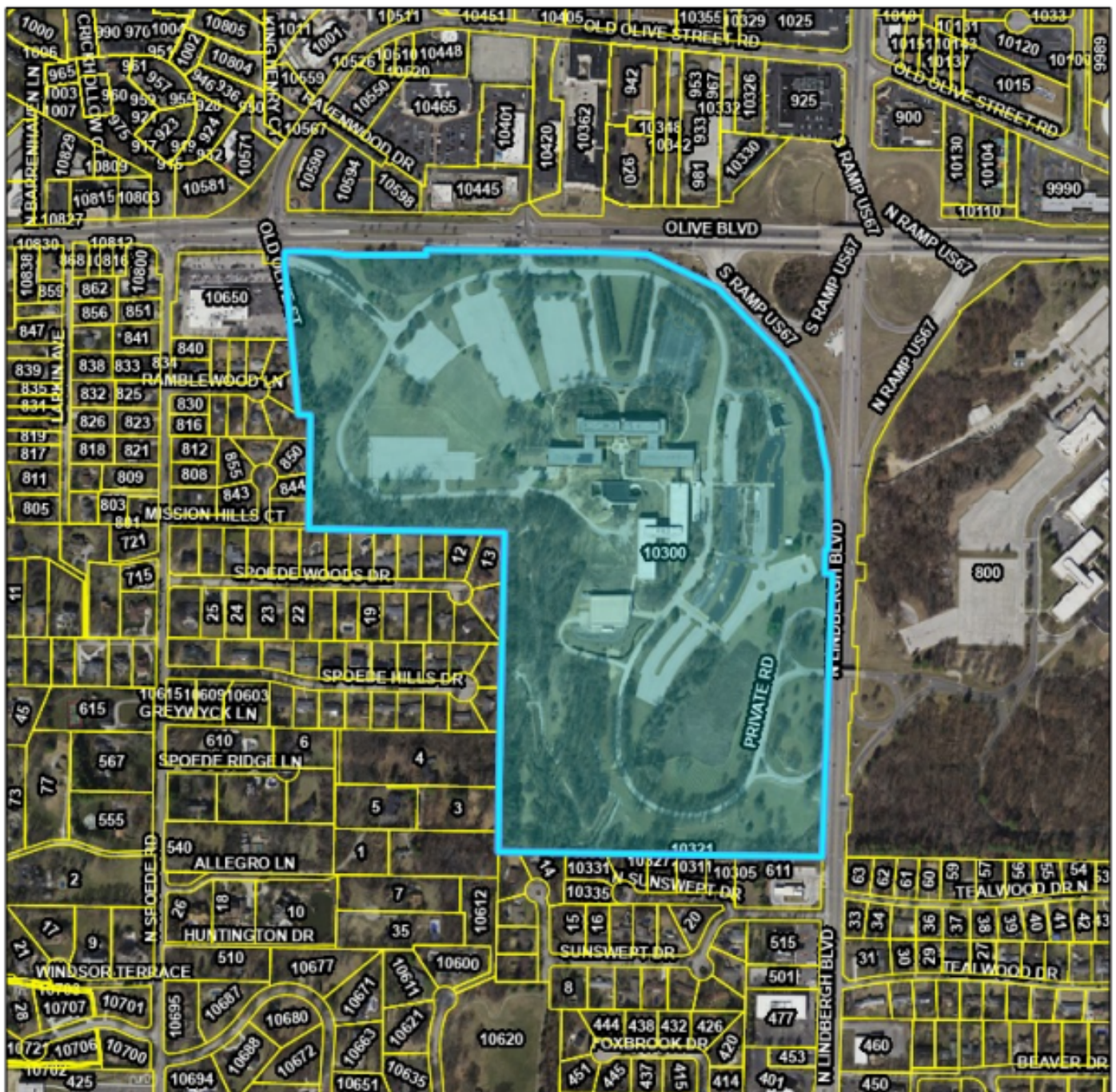
APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

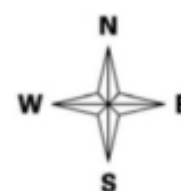
Aerial Photo



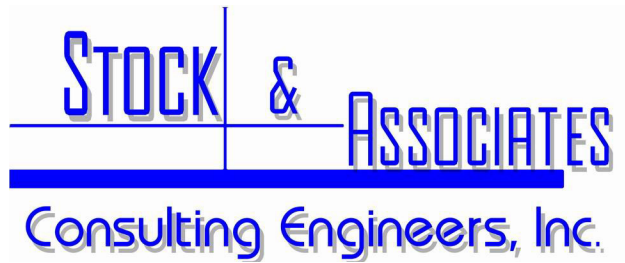
City Limits

Parcels

April 23, 2025



Prepared By HORNER+SHIFFRIN



A REQUEST FOR TEXT AMENDMENT TO ORDINANCE #5862

Date: November 12, 2025

(Stock Project No. 2022-7304)

On behalf of Jack Matthews Development and Grand Communities, LLC, Stock and Associates Consulting Engineers Inc, respectfully requests the City of Creve Coeur's consideration in a "Text Amendment" to City Ordinance No. 5862. Our request is to amend item 13.f. Minimum Horizontal Radius of Centerline under "Private Street Design Standards" of Section K. "Public/Private Road Improvements Including Pedestrian Circulation" within Attachment B to include language specific for Lot 16 Olia Village as recorded in Plat Blook 372 page 235. Ordinance 5862 currently stipulates in Attachment B - Section I.K.13. f. private streets shall be designed to a minimum horizontal radius of centerline of one hundred-fifty (150) feet. We seek to add the below language to Attachment B:

I. Specific Criteria

K. Public/Private Road Improvements, Including Pedestrian Circulation

13. Private Street Design Standards

- f. Minimum Horizontal Radius of Centerline of one hundred-fifty (150) feet **except for Lot 16 which shall have a minimum horizontal radius of centerline of eighty (80) feet.**

The request would allow Grand Communities, LLC to develop and construct the required secondary access for the proposed residential community, The Vale, on Lot 16 of Olia Village. We greatly appreciate the City's consideration on this item.

257 Chesterfield Business Parkway, St. Louis, MO 63005
636.530.9100 – Main | 636.530.9130 – Fax
www.stockassoc.com | general@stockassoc.com



MEMORANDUM

DATE: February 3, 2026
TO: Sharon Stott, Interim City Administrator
FROM: Jeffrey Hartman, Chief of Police
CC:
SUBJECT: SLAPCA MOU – Gateway Regional Criminal Interdiction Task Force

RECOMMENDATION:

It is my recommendation that the attached MOU, which allows CCPD to continue to participate in the Gateway Regional Criminal Interdiction Task Force.

PROJECT FUNDING (If Applicable):

No additional funding required outside of already allocated personnel expenses.

BACKGROUND INFORMATION:

A county-wide criminal interdiction task force was established in St. Charles County a few years ago. This collaboration, was an organized effort to boost patrol officers on one evening each month, to focus on crime hotspots within St. Charles County. This effort resulted in tremendous success. [\[Link to related story\]](#) In 2025, the effort expanded to include St. Louis County PD and various municipal departments, including Creve Coeur.

Creve Coeur's participation in the task force consists of assigning two or more officers to attend a regional criminal intel briefing on the evening the task force is activated. After the briefing, they return to Creve Coeur and focus patrol efforts on hotspots in Creve Coeur that have experienced auto theft, vehicle break-in, etc. **The purpose of our participation is to prevent and/or deter criminal activity in Creve Coeur.**

Since the effort has expanded to include a large number of agencies, SLAPCA has put together a committee of Chief's to create a governing document (the attached MOU), to ensure that agencies that participate, are maintaining high standards of accountability.

Please note: By approving this MOU, the Creve Coeur Police Department can continue to participate in this effort, which satisfies the Missouri Blue Shield City requirement to "participate in regional anti-crime task forces" as outlined under Governor Kehoe's [Executive Order 25-03](#). For historical reference, the City Council passed a resolution to support the Missouri Blue Shield Program under resolution #1791, on April 28, 2025.

The Police Department's continued participation in this effort also falls in line with City's strategic plan, specifically task 3.1.1.1, as our visibility in the community increases during the times the task force is in operation.

BID SUBMITTALS (If Any):

NA

PROJECT SCHEDULE (If Applicable):

NA

ATTACHMENTS:

SLAPCA MOU

**AN ORDINANCE AUTHORIZING THE POLICE CHIEF TO EXECUTE A
MEMORANDUM OF UNDERSTANDING TO ALLOW THE CREVE COEUR
POLICE DEPARTMENT TO CONTINUE PARTICIPATION IN THE GATEWAY
REGIONAL CRIMINAL INTERDICTION TASK FORCE**

WHEREAS, the City of Creve Coeur, Missouri (“City”) is committed to promoting public safety, crime prevention, and regional cooperation among law enforcement agencies; and

WHEREAS, a county-wide criminal interdiction task force was established in St. Charles County to increase law enforcement presence on designated evenings and focus patrol efforts on identified crime hotspots, resulting in demonstrable success; and

WHEREAS, in 2025, the criminal interdiction effort expanded to include the St. Louis County Police Department and multiple municipal police departments, including the Creve Coeur Police Department (“CCPD”); and

WHEREAS, the purpose of the City’s participation in the task force is to prevent and deter criminal activity within the City of Creve Coeur through increased visibility and targeted enforcement; and

WHEREAS, due to the expansion of participating agencies, the St. Louis Area Police Chiefs Association has convened a committee of police chiefs to develop a governing document in the form of a Memorandum of Understanding (“MOU”) to ensure accountability and high operational standards among participating agencies; and

WHEREAS, approval of the MOU will allow CCPD to continue participation in the Gateway Regional Criminal Interdiction Task Force; and

WHEREAS, the City Council previously adopted Resolution No. 1791 on April 28, 2025, expressing support for participation in the Missouri Blue Shield Program; and

WHEREAS, continued participation satisfies the Missouri Blue Shield City requirement to “participate in regional anti-crime task forces,” as outlined in Governor Kehoe’s Executive Order 25-03; and

WHEREAS, participation in the Gateway Regional Criminal Interdiction Task Force aligns with the City’s Strategic Plan, specifically Task 3.1.1.1, by increasing police visibility and proactive engagement within the community; and

WHEREAS, no additional funding is required beyond currently budgeted personnel expenses;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby approves the Memorandum of Understanding governing participation in the Gateway Regional Criminal Interdiction Task Force, substantially in the form presented to the City Council.

BILL NO. 6209

ORDINANCE NO.

Section 2. The City Administrator, or his/her designee, is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the City of Creve Coeur and to take any actions necessary to effectuate the intent of this Ordinance.

Section 3. The participation of the Creve Coeur Police Department in the Gateway Regional Criminal Interdiction Task Force is hereby affirmed as consistent with City policy, the Missouri Blue Shield Program, and the City's Strategic Plan.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED THIS ____ DAY OF _____, 2026.

MARK MANLIN
PRESIDENT, CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

**The St. Louis Area Police Chiefs Association
Regional Collaboration Committee**

Gateway Regional Criminal Interdiction Task Force

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the _____ day of _____ 2026

BETWEEN THE PARTIES (“Parties”) IDENTIFIED AS:

**The St. Louis Area Police Chiefs Association (“SLAPCA”), 12355
Natural Bridge Rd, Bridgeton MO 63044**

AND _____
(INSERT Department, INSERT ADDRESS)

SECTION I. PURPOSE AND AUTHORITY

- A. **Purpose:** As crime throughout the Greater St. Louis Region continues to victimize various communities within the boundaries of the SLAPCA, we find a need to establish a criminal interdiction task force.
- B. **Authority:** Authority for the operations of the Gateway Regional Criminal Interdiction Task Force is as follows:
- (a) RSMo. 70.820 states the following:
- (i) “Any law enforcement officer as defined by section [556.061](#), full-time peace officer as defined by section [590.100](#), of a county or a full-time peace officer of any political subdivision who is certified pursuant to [chapter 590](#), or a chief executive officer as defined by section [590.100](#), of a county or any political subdivision, certified pursuant to [chapter 590](#) shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer's authority is derived. This section does not apply to any peace officer certified pursuant to subsection 6 of section [590.105](#).”
- (ii) “Before a peace officer shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which the officer's authority is derived pursuant to subsection 1 of this section, the authority shall be first authorized by ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives

such officer's authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring and by the board of police established by section [84.020](#) or by the board of police commissioners established by section [84.350](#) if the officer derives his authority from either board or if the emergency situation is alleged to be occurring within the jurisdiction of either board”

- (iii) “As used in this section, **"emergency situation"** means any situation in which the law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest and such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of an officer or governmental officer of the political subdivision in which the emergency situation is alleged to be occurring.”
- (iv) “As used in this section, **"response"** shall mean to take any and all action which the officer may lawfully take as if exercising his powers within his own jurisdiction.”
- (v) “In addition to the emergency response powers prescribed in subsection 1 of this section, any peace officer of a county of the first classification with a charter form of government, or any peace officer of any political subdivision within any county of the first classification with a charter form of government, or any peace officer of any city not within a county, who has completed the basic peace training program pursuant to [chapter 590](#) may arrest persons who violate any provision of state law within the boundaries of any county of the first classification or of any city not within a county.”
- (vi) “In addition to the powers prescribed in subsections 1 and 5 of this section, section [544.216](#), and any other arrest powers, a law enforcement officer or federal law enforcement officer as defined in subsection 8 of this section, may arrest on view, and without a warrant, at any place within this state, any person the officer sees asserting physical force or using forcible compulsion for the purpose of causing or creating a substantial risk of death or serious physical injury to any person or any person the officer sees committing a dangerous felony as defined in section [556.061](#). Any such action shall be deemed to be within the scope of the officer's employment.”
- (vii) “To provide assistance to law enforcement officers, a federal law enforcement officer shall have the same authority as a law enforcement officer where:

- 1) The federal law enforcement officer is rendering assistance at the request of any law enforcement officer of this state; or
 - 2) The federal law enforcement officer is effecting an arrest or providing assistance as part of a bona fide task force or joint investigation in which law enforcement officers of this state are participating.
- (viii) A federal law enforcement officer is a person employed by the United States government who is empowered to effect an arrest with or without a warrant for violation of the United States Code and who is authorized to carry a firearm in the performance of the person's official duties as a federal law enforcement officer and includes a law enforcement officer as defined in section [556.061](#)."

SECTION II. PARTICIPATION REQUIREMENTS

- A. The participating agency must be an agency governed under a single municipal, county or state entity within the membership boundaries of the SLAPCA.
- B. The participating agency must have full time sworn police officers/resources to provide full time police services to the municipal, county or state entity they serve.
- C. The participating agency must have the authority necessary to perform police functions within the jurisdictions where task force operations will occur in compliance with the authority outlined in Section I of this document.
- D. The head of the participating agency must be an active voting member in good standing of the SLAPCA.
- E. The agency must be approved in writing to be a participant by the SLAPCA Regional Collaboration Committee after application by agency and subsequent vote of the SLAPCA Regional Collaboration Committee.

SECTION III. UNDERSTANDING AND AGREEMENT

- A. Participating agencies understand and agree that Gateway Regional Criminal Interdiction Task Force administrative oversight will be conducted by the SLAPCA Regional Collaboration Committee as authorized and established by membership on September 11, 2025.
- B. Participating agencies understand and agree that operational command of the task force will rotate commanders and no single agency shall have continuous control or command for every operational detail. Details for rotational command shall be recommended by designated task force command staff and approved by the SLAPCA Regional Collaboration Committee.

- C. Participating agencies understand and agree that a list of mutually agreed upon policies, procedures and processes will be followed as part of the approved operational plan.
- D. Participating agencies understand and agree to comply and operate under the operational plans developed and agreed upon by task force commanders within the unified command structure, within their respective counties.
- E. Participating agencies understand and agree that non-compliance with the agreed upon operational plans or unified command may result in termination of this memorandum of understanding and expulsion from task force operations.
- F. Participating agencies understand and agree that police officers operating on the task force continue to derive their authority and coverage of liability from their municipality, county or state entity from which they are employed and the SLAPCA is held harmless.
- G. Participating agencies and the SLAPCA understand and agree that this memorandum of understanding may be terminated by either party through written correspondence for any reason.
- H. Participating agencies understand and agree that REJIS has been invited to participate as a partner in task force operations to provide analytical and information sharing support. Participating agencies will share relevant criminal and investigative information obtained through task force operations with other participating agencies and with REJIS. This includes incident reports, criminal intelligence data, evidence, arrest information, and case outcomes. REJIS will provide appropriate analytical deliverables, information-sharing products, and technical support in accordance with task force operational needs and requests from task force command. All data sharing and access will be conducted for legitimate law enforcement purposes in compliance with Missouri Sunshine Law exemptions for criminal intelligence records (RSMo 610.100).
- I. Participating agencies and REJIS understand and agree to maintain the security and confidentiality of all criminal justice information accessed or shared through the task force. REJIS will store, access, and manage all task force data in accordance with CJIS Security Policy 5.9.5 and applicable federal and state regulations. Each participating agency retains responsibility for the accuracy, completeness, and timely updates of criminal justice information entered into shared systems. Criminal information developed through collaborative task force operations will be jointly accessible to participating agencies and REJIS for operational and analytical purposes, with each entity maintaining appropriate records in accordance with their respective retention policies and security standards.
- J. Participating agencies agree that all criminal investigation of any officer involved shooting incident that occurs during task force operations will be investigated by the St. Louis County Police Department, the Missouri State Highway Patrol or the St. Charles County Critical Incident response team. All information provided to the media shall be made solely through such investigating agency.

Truly agreed to:

Chief of Police

St. Louis Area Police Chiefs Chairman



MEMORANDUM

DATE: February 3, 2026
TO: Sharon Stott, Interim City Administrator
FROM: Jeffrey Hartman, Chief of Police
CC:
SUBJECT: St. Louis County Jail Housing Agreement

RECOMMENDATION:

I recommend approval of an agreement to amend a previous agreement between the City of Creve Coeur and St. Louis County, regarding the housing of Creve Coeur inmates.

PROJECT FUNDING (If Applicable):

Seventy-five dollars (\$75.00) per inmate for each twenty-four hour period, or portion thereof, in which a Creve Coeur inmate is in the custody of the County Department of Justice Services.

BACKGROUND INFORMATION:

In 2004, the City entered into an agreement with St. Louis County for the housing of inmates. The cost to the City, per the 2004 agreement, was thirty dollars (\$30) per each twenty-four period. Additional charges applied if it was determined the inmate required infirmary care. The amendment to the original agreement increases the cost to seventy-five (\$75) per twenty-four period. The point of contact information will also updated in the amended agreement.

BID SUBMITTALS (If Any):

NA

PROJECT SCHEDULE (If Applicable):

NA

ATTACHMENTS:

- 1) Original Agreement
- 2) St. Louis County Prepared Orders
- 3) Creve Coeur Contract for Amendment to Per Diem Housing Rates for Municipal Residents of the County Justice Center
- 4) Draft resolution

RESOLUTION NO. 1854

**A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO
ENTER INTO AN AMENDED AGREEMENT WITH ST. LOUIS COUNTY
FOR THE HOUSING OF MUNICIPAL INMATES.**

WHEREAS, the Police Department policy on housing persons in our custody for criminal offenses has a 24-hour limit; and

WHEREAS, occasionally, it is necessary to keep custody of a person beyond 24 hours, and

WHEREAS, the City has an existing agreement with St. Louis County to house inmates in our custody when extended custody is required; and

WHEREAS, the County Council has passed an order increasing the cost to municipalities for housing municipal inmates to \$75 per 24 hour period; and

WHEREAS, this order, enacted by the County government, requires a change in the existing agreement in terms of the cost to municipalities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR THAT:

Section 1:

The amendment to the Contract for Housing of Municipal Inmates by and between the City of Creve Coeur and St Louis County, attached hereto as "Exhibit 1," is hereby approved. The contract as executed shall be consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract as amended.

Section 2:

This Resolution shall take effect upon approval and in accordance with the terms of the approved amendment.

ADOPTED THIS 9th DAY OF FEBRUARY, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

Amendment

This Amendment (“Amendment”) is by and between the City of Creve Coeur (“Municipality”), and St. Louis County (the “County”).

WHEREAS the County and Municipality are parties to that certain Contract for Housing of Municipal Inmates~~a contract~~ dated ~~executed~~ February 26, 2004, as amended (“Contract”); and

WHEREAS County and Municipality desire to further amend the Contract; and

WHEREAS, by Order dated December 16, 2025, the County Council authorized the application of the daily rate change addressed in this Amendment; and

WHEREAS, Section 606.115 SLCRO authorizes the County Executive to execute this Amendment on behalf of County; and

WHEREAS ~~Ordinance~~/Resolution _____ authorizes Municipality to execute this Amendment;

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

1. Section 3.1 of the Contract is hereby deleted and the following new Section 3.1 is inserted in its place:

3. COST OF DETENTION

3.1. Municipality shall reimburse County seventy – five dollars (\$75.00) per each twenty-four (24) hour period, or portion thereof, in which an inmate is in the custody of the County Department of Justice Services.

2. Section 5.2, Notice to Municipality is revised to read

ChiefCity of Police
Creve Coeur Police Department
350 N. New Ballas Rd
Creve Coeur, Missouri 63141
Fax #: 314-432-5691

- ~~2.3.~~ All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, County and Municipality have signed this Amendment as of the later of the dates below written.

City of Creve Coeur

By _____

Title: _____

Date: _____

I, _____, affirm that I am the _____ of the City of Creve Coeur and that I signed this Amendment on behalf of said Municipality. I acknowledge this Amendment to be the free act and deed of said Municipality.

St. Louis County, Missouri

County Executive

Date Executed by County: _____

Attest:

Administrative Director

Approved:

Director of Justice Services

Approved as to legal form:

St. Louis County Counselor

Approved:

Accounting Officer

Legal Review: _____

CE Review: _____

Index:	972224	Date Logged:	2004-08-23 09:42:46
Contract Control #:	29112	Contractor Name:	CITY OF CREVE COEUR
Description:	HOUSING OF MUNICIPAL INMATES	Department #:	
Procurement #:		Change Order Procurement #:	
Start Date:		Stop Date:	
Renewal Option Date:		Contract Amount:	
Issuing Department Name:	COUNTY COUNSELOR	User Department:	JUSTICE SERVICES
Ordinance #:		Fund:	
Organization:		Account:	
Task:		Option:	
Subprogram:		Purchase Order #:	
Vendor #:		Remarks:	CASSANDRA JOHNSON, ASSISTANT COUNTY COUNSELOR

Step	Task	Assigned To	Status	Status Date	Comments	Priority
1	Contract Entry	County Counselor	SCHEDULED	2004-08-23 09:43:31		Medium
2	Contract Review	County Counselor	PENDING			Medium
3	Contract Received	Fiscal Management	PENDING	8/23/04 JP		Medium
4	Encumb Review	Fiscal Management Encumb	PENDING	8/23/04 an		Medium
5	Accounting Officer Approval	Fiscal Management	PENDING	8/24/04		Medium
6	Signature	County Executive	PENDING	KM 8-25-04		Medium
7	Attestation	Assistant County Clerk	PENDING	John 8.26.04		Medium
8	Full Execution	County Counselor	PENDING			Medium
9	Scanned & Filed	County Clerk	PENDING			Medium

CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this 10th day of August, 2004, by
and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63105 ("County")
and CITY OF CREVE COEUR ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has
provided County with sufficient detention capacity to house, in addition to those for whom St.
Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf,
and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. 18,915 and Municipality
~~Ordinance~~/Resolution No. 570;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS
FOLLOWS:

1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under
Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in
substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone;
provided, however, that if the total number of non-County inmates exceeds fifty (50) and the
Director of Justice Services determines that no additional space is available, then County may
decline to accept inmates on behalf of Municipality.

1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer..

1.3. Municipality shall arrange for the inmate's transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

(A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and

(B) A certified copy of the Municipality judge's order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and

(C) A completed Field Booking Form is delivered to County along with the inmate; and

(D) The inmate either is found by a County-employed registered nurse not to require a medical "fit for confinement" determination OR presents a current medical "fit for confinement" determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the

responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6 Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmary care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmary care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held

despite the need for infirmiry or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking.. If an inmate is released under this provision, Municipality will be notified and the inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmiry due to the inmate's mental condition, the Municipality will incur the costs of the infirmiry until the inmate can be released.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmiry or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmiry will be made available to non-County inmates separate from the minimum number of beds referenced in Paragraph 1.1.

3. COST OF DETENTION

3.1. Municipality shall reimburse County Thirty Dollars (\$30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.

3.2. If Municipality desires to house at Justice Center an inmate determined by County to required infirmiry care, Municipality shall pay Three Hundred Dollars (\$300.00) per day rather than the Thirty Dollar (\$30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmiry and non-medical care and housing.

4. RELEASE OF INMATES

4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:

(A) Upon personal or facsimile delivery to the bonding clerk of an order from

Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at 314 432-8000; or

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at

314 432-8000; or

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as "Exhibit B" and shall follow a minimum two-hour notice to the Municipal Court liaison at 615-5761; or

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the \$30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the \$30 per diem rate will again be in effect.

5. NOTICE TO PARTIES

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at 615-5761.

5.2. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To County:

Asst. Director of Justice Services
St. Louis County Justice Center
100 South Central
Clayton, MO 63105
Fax: (314) 615-4329

To Municipality:

CAPT DONALD KAYSER
CREVE COEUR POLICE DEPT.
300 N. NEW BALLAS

CREVE COEUR, MO 63141

Fax: 314-872-5691

6. TERMINATION OF CONTRACT

6.1 Either party may terminate this contract upon thirty days written notice to the other party.

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

Led Call

MUNICIPALITY

By [Signature]

Attest:

[Signature]
Administrative Director

COUNTY

By [Signature]
County Executive

Approved:

R. Muller
Director of Justice Services

Approved:

Seamus McLean
Accounting Officer

Approved as to legal form:

Pat Reddy
County Counselor

CHIEF OF POLICE
JOHN T. BEARDSLEE



BUSINESS: 314-432-8000
FAX: 314-432-5691
EMERGENCY 911

300 N. New Ballas - Creve Coeur, MO 63141 - 7501
POLICE DEPARTMENT

August 11, 2004

Roy Mueller, CJM, Director
Department of Justice Services
Buzz Westfall Justice Center
100 S. Central
St. Louis, MO 63105

Please find enclosed two original signed copies of the "Contract for Housing of Municipal Inmates" for the City of Creve Coeur along with a copy of Resolution 570 signed by Mayor Harold Dielmann.

I apologize this was not returned by August 1, 2004 as requested in your letter dated June 16, 2004.

If you have additional questions please contact me at 314 872-2522.

Respectfully,

A handwritten signature in cursive script that reads "Donald E. Kayser".

Donald E. Kayser
Acting Chief of Police

RESOLUTION NO. 570

**A Resolution Authorizing the Housing of
Creve Coeur Police Department Inmates**

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County maybe responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Creve Coeur desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

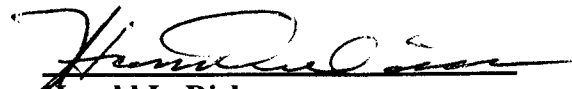
WHEREAS, this contract is authorized by County Ordinance No 18,915 and Creve Coeur Resolution No. 570.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF CREVE COEUR THAT:**

Section 1: The City of Creve Coeur is hereby authorized to enter into an Agreement regarding the housing of inmates at the St. Louis County Justice Center.

Section 2: Be it further resolved that this Resolution shall become effective upon the review and approval of the City Attorney and adoption by the City Council.

Adopted this 28th day of June 2004.


Harold L. Dielmann
Mayor

Attest:


Laverne Collins, CMC
City Clerk

12/16/2025

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of Per Diem Rates)
for the Housing of Inmates at)
the Buzz Westfall Justice Center.)

O R D E R

Now on this 16th day of December 2025, the County Council of St. Louis County, Missouri, does find as follows:

WHEREAS, the County Executive is authorized by Section 606.115 SLCRO 1974 as amended to enter into contracts with the City of St Louis, any St Louis County municipality, the United States or any agency thereof, the State of Missouri, or any Missouri county, for the housing of inmates at the St Louis County Justice Center at rates which shall be approved by order of the Council;

NOW, THEREFORE,

UPON MOTION MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST LOUIS COUNTY, MISSOURI:

SECTION 1. The per diem rate for St Louis County municipality inmates housed for general detention at the St Louis County Justice Center shall be \$ 75.00 effective January 1, 2026. All other fees and per diem rates pertaining to the housing of non-County inmates, including any rate for non-County inmates detained in the infirmary, shall remain unchanged.

RITA HEARD DAYS
CHAIR, COUNTY COUNCIL

ATTEST: DIANN L. VALENTI
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

MARY ELIZABETH DORSEY
COUNCIL ATTORNEY



PLAN RECOMMENDATIONS

Open Space & the Environment Recommendations

The Open Space & the Environment Recommendations address the desire for open greenspace to remain on the site, encouraging connections within and to surrounding areas.

OBJECTIVES

- Balance the needs of future development with a desire for a tree-rich environment.
- Where possible, incorporate the existing topography, and wooded areas to support the natural habitat within new development.
- Prioritize open space in a way that allows for development while maintaining a concentration of forested areas in the southern and western portions of the site.
- Ensure a suitable buffer is provided between this site and the residential neighborhoods to the south.

RECOMMENDATIONS

Avoid extensive tree removal. Preserve connected forested areas, guided by existing southern roadways as natural boundaries and buffers.

Tree removal will be necessary to support future development. Future development should focus on retaining forested areas on the southern and western boundaries that serve as a natural buffer. Forested areas interior to the site may be more difficult to preserve to due development requirements, however any retention is encouraged. Replanting of trees in the appropriate areas in association with new development is strongly encouraged.

Require a tree inventory as part of the development review process.

Many municipalities require a tree inventory as part of a development package. The City of Creve Coeur should require an inventory of trees on site in order to make recommendations regarding removal or preservation. Attention should be paid to the size, species, and age of trees to ensure habitat diversity remains.

Retain existing, healthy mature trees on Warson Road that provide shade and a pleasant aesthetic for drivers and pedestrians.

The Warson Road side of the site includes a variety of healthy, mature trees that provide shade, screen the development from nearby residential and park uses, and provide a pleasant aesthetic for drivers and pedestrians. Where possible, these trees should be retained to encourage compatibility with nearby character.

Encourage the removal of invasive vegetation throughout the site.

A significant amount of invasive honeysuckle is present in several areas on site. As part of any redevelopment and habitat maintenance, the removal of invasive vegetation should be encouraged. This work has been started by Bayer in certain areas of the site, but should be prioritized in the future.

Retain or replace a tall-grass prairie component on the southern end of the site in proximity to wooded areas to support bio-diversity.

The existing tall grass prairie is part of a larger effort to restore prairies as environments for native pollinators in the St. Louis Region. Stacy Park, immediately east of the site, includes another restored prairie which creates a larger, connected habitat. Ensuring the existing habitat on site is considered during redevelopment is important.

All site components should be designed such that the proposed conditions will not create an adverse effect on adjacent properties through an increase in the volume or intensity of stormwater runoff.

With significant slope and topography across the site, it is important that any redevelopment is designed in a way that will not create adverse effects on adjacent properties. This could include things like permeability requirements, rain gardens, and drainage basins. Stormwater is a consistent concern from nearby residents and the city should seek to mitigate any impacts by working with the developer to understand and measure potential downstream effects.

Transportation & Connectivity Recommendations

The Transportation & Connectivity Recommendations address the desire to better connect parts of Creve Coeur, both within the community and across the St. Louis Region. They focus on the growth of pedestrian and cyclist connectivity throughout the community.

OBJECTIVES

- Preserve existing site access to the surrounding roadway network while establishing new streets within the site that appropriately connect the various land use components, including the remaining Bayer corporate headquarters.
- Encourage pedestrian access throughout the site and connections to adjacent areas.

RECOMMENDATIONS

Ensure private roadway access to the Tealwood Subdivision is provided in accordance with the current easement agreement or a new mutually beneficial agreement between all parties.

The existing private roadway access to the Tealwood subdivision provides both a natural buffer and controlled access to the neighborhood immediately south. The connection is important to residents and should be maintained moving forward.

Require a traffic impact study for any future development on the site to understand the current traffic generation and future traffic demands based on proposed uses.

It is standard to require a traffic impact study for a significant development in the community and thus the City of Creve Coeur should require one for any development on this site. The traffic study should understand existing traffic flow and any potential impacts on Lindbergh, Olive, and Warson Road. It is likely that traffic will increase with new development on the site as much of the current space has been underutilized in

recent years, but impacts should be well understood and considered prior to any development approval.

Ensure there is a long-term ownership and maintenance plan for bridge over Lindbergh Boulevard to provide necessary access to Olia Village, Bayer campus and development in the area. The bridge over Lindbergh Boulevard provides an important connection east and west in the community. Currently, the bridge is being maintained through an agreement with several parties. Moving forward, a long-term ownership and maintenance plan should be established to ensure this access remains in the future. The bridge is currently too narrow to accommodate bike and pedestrian access, though future consideration should be given to expanding access where possible.

Maintain the pedestrian connection from Bayer Drive to Stacy Park and enhance internal site connectivity while supporting implementation of the planned 39 North Greenway in this area.

There is an existing connection between Bayer Drive and Stacy Park including a RRFB (Rectangular Rapid Flashing Beacon) allowing for safe pedestrian crossing over Warson. This connection currently provides a consistent sidewalk path between the Bayer East Campus and Stacy Park entrance. This connection should be maintained and additional pedestrian connectivity should be expanded throughout the site to allow for the planned 39 North Greenway segment and to the surrounding areas where possible.

Include walking paths and allow for public use.

The forested areas throughout the site do not currently have walking paths for public access. Community members repeatedly cited their interest in more pedestrian connections in the community and a desire to enjoy the forested areas and open space. Including walking paths would provide a passive way for these areas to be enjoyed by residents while also leaving the ecosystem undisturbed.

Consider the long-term potential of new pedestrian and bike connectivity between the east and west sides of Lindbergh Boulevard connecting the Bayer campus with the Olia Village development.

Lindbergh Boulevard is a restricted access roadway which provides limited pedestrian connectivity to the east and west. To the south of the Bayer East Campus, a signalized intersection at Tealbrook Drive and Quailways Drive where it intersects with Lindbergh Boulevard provides a marked crosswalk with pedestrian signals. Moving north, the next connection across Lindbergh Boulevard is not available until the Schuetz Road and Baur Boulevard intersection, more than 1.5 miles to the north. Olive Boulevard, which goes over Lindbergh includes pedestrian accommodations but there is currently no pedestrian route to get to Olive from Lindbergh.

Because of this restricted access, the potential of a new pedestrian and bike connection between the east and west sides of Lindbergh, connecting the Bayer East Campus with the Olia Village development should be considered. The existing automobile connection via the Bayer Drive bridge does not currently have the capacity to expand to include pedestrian or cyclist facilities, but shared access signage and shared lane markings could be considered to facilitate better connectivity.

Future Land Use Recommendations

The Future Land Use Recommendations address the desire for a mixed land use environment that is consistent with surrounding land uses and provides new offerings for existing and future residents of Creve Coeur.

OBJECTIVES

- Encourage a variety of new uses that are compatible with Bayer Crop Science's headquarters operations, advances the growth of the 39 North District and the City as a whole, and complements surrounding development. Consider reuse of existing research facilities by other users while remaining open to alternate land uses based on market demand.
- Locate new uses on the site in the appropriate locations that are compatible with adjacent uses

RECOMMENDATIONS

Appropriate uses on the site include retail, recreational, service, government, commercial, various forms of housing types, offices, research and development facilities, and hotel with conference center.

Today, this site includes a variety of land uses all owned by a single company. Moving forward, uses on this site should maintain a mix of uses and could include uses such as retail, recreational, service, government, commercial, housing, office, research, or hospitality. These uses can be situated on the site to maintain a consistency with surrounding uses while also offering new development types and services in the community.

Prioritize commercial and service retail on Olive Boulevard frontage. Discourage car-related uses in this area.

The Olive Boulevard frontage is an important commercial opportunity for the City of Creve Coeur and should be prioritized for commercial and service retail uses. Car-related uses such as gas stations,

car dealerships, car sales, and auto-repair shops should be discouraged, in favor of uses that are more compatible with a mixed land use environment. Potential developments should seek to provide new offerings in this area, rather than duplicate other businesses on the Olive corridor.

Support the establishment of context-sensitive commercial uses that complement the nearby Bayer campus, the broader 39 North District, and surrounding residential development, with an emphasis on neighborhood-serving uses such as quick-service restaurants and daily-needs retail. The remaining Bayer Campus and other office and research uses in the 39 North District provide a significant day-time population that desires adjacent uses that are compatible with the audience. Offering quick service restaurants or daily needs retail that cater to this population will add a compatible land use while also creating opportunities for local offerings.

Due to the size and location of the site adjoining two major roadways, greater density is appropriate; however, taller buildings and the most intense activity should be located toward the central and northern portions of the site to minimize impacts to adjoining residential neighborhoods.

Given surrounding land uses, the more intensive and dense uses of land should be located on the northern portion of the site. Where less dense single-family home development is located, just south of the site, any future development should be compatible in size and scale. In general, the height of existing buildings should not be exceeded where possible.

Work with the 39 North District, Bayer, and other partners to encourage building reuse with office and research & development users to support the growth of the 39 North AgTech District.

The 39 North District has seen significant strength in recent years, with new development and businesses

entering the area. To maintain this strength and capitalize on the area's identity, any future development on this site should seek to work with the 39 North District, Bayer, and others to encourage building reuse where possible. Additional research and development users would be compatible with the surrounding district and residential uses and, where there is market interest, should be supported.

Retention of the existing Bayer conference center (Building R) with a possible hotel component should be considered.

The existing Bayer Conference Center, known as Building R, has high potential for reuse. The building was renovated in the last five years and sees regular use by Bayer. There is interest from Bayer in continuing to utilize this building through a lease-back or rental arrangement. There is also support in the market for this type of use in this area. As a result, the retention of Building R should be considered, providing a needed and compatible use in the area.

Consider a mix of housing types to encourage residential diversity. The following housing types are appropriate:

- **Single-Family Homes.** Single-family detached and attached residential uses are favored on the southern portion of the site adjacent to the existing single-family residential neighborhoods. Buffering from the adjacent office and R&D uses to minimize conflicts should be incorporated.
- **Multi-Family Housing.** Multi-family residential uses including apartments and condos can be integrated within office or commercial uses. In the southern portion of the site, new multi-family residential development can be considered when appropriately buffered and designed for compatibility with adjacent land uses.
- **Senior Housing.** Support a variety of senior housing including, apartments, condos, and villas.

This site provides a significant opportunity for the City of Creve Coeur to add residential inventory to a community that has high demand. With a strong school district, central location, and high level of community desirability, adding residential housing options is an ideal use of this

site. To encourage residential diversity and new housing options in the community, future development in this location should consider the inclusion of single-family homes, multi-family housing, and senior housing.

Ensuring compatibility with surrounding residential uses and existing and future research and development uses will be important for any development. In addition, new housing should be designed in a way that allows for significant open space and incorporates forested areas into the design as much as possible.