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MAR 14 2024  
CITY OF SUNSET HILLS

3939 S. Lindbergh Blvd.  
314-849-3400

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

**AMENDED DEVELOPMENT PLAN**

1. Applicant's Name Whalen Custom Homes, Inc

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

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

4. Property Owner's Name Same

5. Address of Property 13270 Maple Drive

6. Area of Property 10.34 acres +/-

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

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

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

## ARTICLE XI USE RESTRICTIONS

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

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

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

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

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

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

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

