

Augusta Shores Rules for Building (Rev. 8/28/25)

The Augusta Shores Owners Association Declaration of Protective Covenants, Conditions, and Restrictions the "Declaration" states the following:

Section 1.01 defines "Association Property" as all land, improvements, and other properties heretofore or hereafter owned by the Association.

Section 1.01 defines "Property" as all land and the improvements thereon as are subject to this Declaration and any streets within the Community known as Augusta Shores.

Section 4.02 states "With respect to the Association Property owned, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right to promulgate rules and regulations relating to the use, operation, and maintenance of the Association Property for the safety and convenience of the users thereof and to enhance the preservation of such facilities or which, at the discretion of the Association, shall serve to promote the best interests of the Lot Owners."

Section 7.02 states "Submission of Plans for Initial Development. No improvements shall be initially made to or constructed on any Lot until plans for such improvements, in detail as ARC may require, have been approved by the ARC including the proposed use and external design of the improvements. In addition, all plans and proposed improvements shall comply with the applicable zoning, building, health, DNR, EPA, laws, codes, and ordinances; and all permits and approvals required by governmental agencies for such development have been obtained. No construction or development shall commence except in accordance with approved plans. ARC may impose such other requirements with respect to the construction of such improvement or such other development of the Lot as the ARC deems appropriate, provided such requirements do not conflict with the provision of this Declaration, applicable zoning and building codes, or any other applicable laws, codes or ordinances."

In consideration of the diversity in the size of lots to be developed, the topography of the lots and surrounding areas, and in order to maintain and control the aesthetic beauty, architectural integrity, and character of the overall development of Augusta Shores, the ARC shall have absolute discretion with respect to the approval or disapproval of proposed house or other structures, including but not limited to, the size, type, and style of the house or other structures. Because of the existence of underground springs on the Property, all structural foundations must have footer drains."

Section 10.06 states "Single Family Residential Dwellings. The only dwellings permitted to be constructed on the Property shall be single family detached residential dwellings. Other improvements such as sheds or workshops must be on a permanent foundation and be completed within twelve (12) months after the commencement of construction. No Lot shall be used for camping or similar activities. All Lots shall be used exclusively for single family residential purposes."

Section 10.07 states "Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property."

Section 10.09 states "No trees or shrubs more than 3" in trunk diameter other than those within 25 feet of the approved structure shall be removed from any lot without the written permission of the Board of Directors of the Association."

Section 10.20 states "Roadway and Lot to be Kept Clear of Mud and Debris during Construction. Each Lot and the roadway accessing such Lot shall be kept reasonably clear of any accumulation of mud and debris occasioned by any construction undertaken on such Lot. The Association shall have the right if such accumulation has not been removed after 3 days notice to that Lot Owner, to remove said mud or debris including the cleaning and flushing of sewers and catch basins, and to recover the cost thereof from the Lot Owner. In addition to being the obligation of the Owner, any such costs if expended by the Association shall be a charge on such Lot and shall be collectible in the same manner as Assessments under Article V of this Declaration."

Section 13.05 states "The rights, powers, and authorities possessed by Developer or by R & H. L.L.C., hereunder shall continue until the earlier of twelve years from the date of recording of this Declaration and upon the occurrence of any such event, such rights, powers and authorities shall devolve to the Association." The Declaration was recorded in 1997, and the Association, through the Board of Directors and the ARC shall therefore assume the role of the Developer in the Declaration where applicable. **Therefore, under the authority of the Declaration** and for the purpose of ensuring the enforcement of the same, the Board of Directors of Augusta Shores Owners Association, Inc. the "Board" hereby establishes and amends its Rules for Building as follows.

Rules for Building

The Declaration of Protective Covenants, Conditions, and Restrictions of Augusta Shores (the Declaration) and the Board of Directors of the Augusta Shores Owners Association, Inc. the "Association" hereby establish the following Rules for Building in Augusta Shores for which the Lot Owner is responsible. It is the Lot Owner's responsibility to ensure that its Builder complies with these Rules.

Building Codes and Other Laws. All plans and work shall comply with applicable zoning, building, health, DNR, EPA or other laws, codes, and ordinances including all permits and approvals required by governmental agencies. The Association wishes to spell out certain other rules that apply to building in Augusta Shores. This list is in addition to commonly accepted good practices and is not meant to circumvent or replace applicable codes and laws, the Declaration, or the judgment of the ARC. These rules are listed on the following pages and by signing this agreement the Lot Owner and Builder agree to follow the Building Rules listed on the attached pages.

Plan Approval and Limitation. No Initial Improvements or construction upon any lot as set out in Article VII of the Declaration, shall be started until plans, including a landscape plan, site plan, and specifications and samples as required by the Architectural Standards, as set out below for such improvements have been submitted to and approved by the Architectural Review Committee (ARC) in its sole discretion. An electronic copy in PDF format and two full sets of scaled plans must be submitted to the ARC for approval. **Please allow 30 days for review of plans once submitted to the ARC.** Upon ARC approval, one set of plans signed by the ARC will be returned to the Lot Owner. The site plan must show the setbacks, the location of the house and driveway on the lot, any other structures, walks, patios etc., propane tank location, and all other General Requirements as set out below. In accordance with Section 10.06 of the Declaration, any such approved improvements or construction must be completed within one (1) year from the date that any site work begins, including the removal of trees or shrubs in accordance with Section 10.09 of the Declaration, or when excavation begins, whichever comes first. Failure to obtain ARC approval before starting any work on the Lot will result in fines.

Landscape plans. A proposed front landscape plan must be submitted for approval at the same time as the site plan and house plans. Landscape work must be completed within 8 months from the date the ARC approves and signs off on the completion of the home or any improvement for the property.

Security Deposit. Prior to the start of any improvements, excavation, or construction upon any lot, as set out in Article VII of the Declaration, the Lot Owner must deposit with the Association the sum of \$5,000.00 in cash for new home construction, or \$2,500.00 in cash for improvement projects. Security deposit to be used by the Association for, but not limited to, the costs to repair any damage to the roads or common ground, the costs to keep the roadway clean in the event the Builder fails to do so, and to satisfy any fine or penalty assessed against the Lot Owner under the Declaration or these rules. The roadway accessing such Lot shall be kept reasonably clear of any accumulation of mud and debris caused by any construction undertaken on such Lot. One half of the security deposit, less any fines or penalties that may have been assessed, will be returned to the Lot Owner after the ARC inspects and confirms that all exterior work has been completed in accordance with the approved plans, and that the Lot Owner has submitted to the ARC a copy of the St. Charles County Certificate of Occupancy. Exterior work includes final grading, retaining walls, walks, driveways, seeding and straw, or sodding, removal of all construction materials and yard waste, removal of construction dumpster, and portable toilet. The balance of the security deposit, less any fines or assessed penalties, will be returned to the Lot Owner once the landscaping work has been completed in accordance with the approved landscape plan.

Plan Changes. No work outside of the scope of the approved plans shall be started without approval from the ARC. Two copies of any request for change from the originally approved plans must be submitted to the ARC for approval. The ARC will return one copy with signatures to the Lot Owner if the change is approved.

General Contractor. A general contractor "Builder" must be employed to manage construction. The Builder must be qualified, in the sole judgment of the ARC, to build and construct the planned Improvements. The Builder must provide the ARC with its Certificate of Insurance and its contact information, including email, office phone, facsimile, and mobile phone prior to start of any work.

Access To The Lot. During construction, the ARC will visit the site from time to time to confirm compliance with the Subdivision rules. The Lot Owner hereby agrees to allow the ARC access to the Lot.

General Requirements.

Silt Fence. A silt fence must be in place before beginning any work that may cause erosion into the lakes, ponds, ditches, or any other waterways in Augusta Shores. The "tail" of the silt fence must be properly buried.

Height of Foundation. When the lot is surveyed and staked before excavation a stake must be placed to indicate the height of the top of foundation on the Lot.

Trash, Waste and Refuse. Any trash, waste, or refuse generated or placed on the site by the Lot Owner, Builder, or workers must be contained and properly disposed of. A dumpster must be on the site from the start of framing through completion. No concrete, waste, trash, or refuse shall enter any waterway, common area, or other lots. The Lot Owner is responsible for enforcement and will be billed for cleanup and/or fined by the Association as appropriate.

Mud and Debris on the Roads. The roads must be kept clear of mud and debris. The Association shall have the right to remove said mud and debris if such accumulation has not been removed after 3 days notice to the Lot Owner to remove it, and to recover the cost thereof from the Lot Owner including if necessary the cleaning and flushing of sewers, catch basins, etc.

Portable Toilet. A portable toilet must be placed on the site at the start of construction and remain on site and be properly maintained and serviced until construction is complete. The toilet shall not be on the surface of the road.

Burning. No open burning is permitted. No burning of trade waste is permitted.

Deliveries and Gates. Any large load deliveries like trusses, etc. must be coordinated with the Association so that the gates can be opened and damage to the gates avoided. Any operator of a vehicle pulling a trailer must be cautioned about the gates and advised to carefully check clearances. Any damage to the gates shall be the responsibility of the Lot Owner. No large trucks are permitted to use the Terry Road entrance without written consent of the Board of Directors of the Association.

Propane Tanks. If geologically feasible, all propane tanks must be buried. If thought to be infeasible, the Lot Owner must obtain a written waiver of tank burial from the Association. If a burial waiver is granted, these tanks must be hidden from view so that they cannot be seen from any neighboring lot, roadway, or common area including the lakes. The location of tanks (buried or exposed) must be shown on the site plan.

Drainages. The construction of any improvement on the Lot shall not substantially change the drainage of the property or any ditches, draw, or waterways without express written permission of the Association. Any cost associated with restoring the original drainage of the property or any ditches, draw, or waterways shall be the responsibility of the Lot Owner.

Ditches. Damage to the roads from open ditches will be repaired at the Lot Owner's expense. Depending on the topography of the lot, if you build a driveway over a ditch on Augusta Shores Common Ground, you must include in your design a cross pipe to allow water to flow under the driveway and the cross pipe will be a minimum of 18" in diameter with a smooth wall interior.

Common ground. The common ground adjacent to the Lot shall not be disturbed, except for placement of a driveway or landscaping as shown in the site plan. If the common ground is disturbed, it shall be restored as soon as practical.

Construction Times. The operation of any construction related equipment or noise generating activity outside of the time schedule below is prohibited.

Monday through Friday 7:00 to 16:30

Saturday 8:00 to 12:00

Sunday & Holidays Not Allowed

The Declaration of Protective Covenants, Conditions, and Restrictions. The Declaration also contains limits and restrictions governing the length of time for new construction, tree removal, and other restrictions and should be reviewed for applicability and additional governing rules.

Damage to Association Property. Any damage to the gates, roads, common ground, or other Association Property done by the Builder, its contractors, sub-contractors, workers, vendors, or suppliers, or with any vendor or supplier of the Lot Owner **shall be the responsibility of the Lot Owner.** The Association shall have the right to repair such damage that has not been repaired after 3 days notice to the Lot Owner to repair it, and to recover the cost thereof from the Lot Owner. In addition to being the obligation of the Lot Owner, any such costs if expended by the Association shall be a charge and continuing lien on such Lot and shall be collectible in the same manner as Assessments under Article V of the Declaration.

Architectural Standards.

- The minimum square footage requirement for new construction in Augusta Shores is 2,500 square feet. This would be inclusive of the main level and second floor. The 2,500 square foot requirement does not include garage, decks, patios, basements, or any enclosed outdoor space. The 2,500 square feet minimum is to be used as a reference for lot owners and potential lot owners to aid in home planning. The ARC has the authority to alter the square footage requirement if they deem necessary due to lot size and extenuating circumstances. All potential lot owners should contact the ARC prior to finalizing their plans to be sure that it meets the square footage requirements.
- Foundations will have no more than 12 inches of exposed concrete. Trim line must follow the grade of the lot.
- All wood-burning or gas fireplaces or stoves must have chimney chases of masonry construction.
- A sample of exterior siding, i.e. masonry, clapboard, cedar, or vinyl must be submitted to the ARC for approval.
- Roof pitch must be 8/12 or steeper.
- Front and back overhang shall be a min of 12"; side overhang must be a min of 8".
- Roofing material will be architectural style asphalt shingles, cedar shake shingles, or metal roofing; in all cases specifications and a sample must be submitted to the ARC for approval.
- Driveways must be paved, and the type of pavement noted on the site plan.
- ARC must approve any exceptions to Architectural specifications before construction begins.
- Owner and Builder note that the top of the grinder pump must be a minimum of one foot below the level of the basement floor to help prevent sewer backups. All manufacturers instructions should be followed for the installation of the grinder pump

Setbacks. All single family residential dwellings and detached garages, shops, or offices must meet the established minimum lot frontage as well as the minimum setbacks for the front, rear, and side yards. Setbacks are as follows:

Augusta Shores Plat 1-4

Minimum Lot Frontage is 200' @ the 50' Building Line

Minimum Front Yard is 50' from Property Border with Road Common Ground

Minimum Side Yard is 40'

Minimum Rear Yard is 50'

Augusta Shores Plat 5

Minimum Lot Frontage is 150' @ the 50' Building Line

Front Yard is 35' from Property Border with road common ground

Minimum Side Yard is 20'

Minimum Rear Yard is 35'

Posting. A signed copy of these rules must be prominently posted on site.

The Lot Owner is responsible for compliance with these rules and is subject to fines for any violations. The Lot Owner is responsible for the repayment of any monies including reasonable legal fees expended by the Association to correct violations. The Lot Owner's property is subject to lien for any monies not paid to the Association when due.

Lot Number: _____

Date: _____

Lot Owner: _____ Print Name: _____
signature

Builder: _____ Print Name: _____
signature

Architectural Standards Committee (ASC) _____