

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SAM'S CREEK ESTATES
A SUBDIVISION IN ST. CHARLES COUNTY, STATE OF MISSOURI**

THIS DECLARATION is made this 20th day of August, 2021, by FLEUR DE LIS PARTNERSHIP, LLC, a Missouri limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns certain real property, described in the attached Exhibit A, located in St. Charles County, Missouri which it has subdivided for the purpose of creating a planned residential community to be known as "Sam's Creek Estates;" and

WHEREAS, the Declarant has recorded its Plat in the Recorder of Deeds Office in County of St. Charles, State of Missouri recorded at 2021R-070070 and labeled as: "SAM'S CREEK ESTATES, A TRACT OF LAND BEING PART OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI."

WHEREAS, it is deemed in the best interest of all persons who may become and are Owners of any portion of the property described in said Plat to have certain restrictions, limitations, and conditions created, imposed and placed of record, relating to this property.

NOW THEREFORE, the Declarant hereby declares that all of the property described in said Plat shall be held, transferred, sold conveyed, and occupied subject the covenants, conditions and restrictions, easements, assessments, charges and liens as described herein and recorded at Document No. 2021R-070077, (as may be amended or restated from time to time) which are for the purpose of protecting the value and quiet and peaceful enjoyment of the Subdivision Property, and which is binding on all parties having any right, title or interest in the Subdivision Property or any part thereof, their heirs, successors, successors in title and permitted assigns, and inures to the benefit of each Owner thereof.

**ARTICLE I
DEFINED TERMS**

1. **"Articles"** means the Articles of Incorporation of the Association and any subsequent amendments or restatements thereto.
2. **"Association"** means Sam's Creek Homeowners Association, a Missouri nonprofit corporation.
3. **"Board"** means the Board of Directors of the Association.

4. **"By-laws"** means the By-laws of the Association.
5. **"Common Properties"** means those areas of real property, including improvements and personal property designated as such on the Plat or owned by the Association or in which the Association has easement, license or other occupancy or use of rights, as an appurtenance to any of the Lots or otherwise, and which are intended to be devoted in the common use and enjoyment of the Owners, including, without limitation, open spaces, streets and easements which have not been dedicated to the public use, subdivision entrance areas and monuments, street lights, storm water control, easement areas and facilities, paths, walkways and other facilities for the benefit in common of the Owners.
6. **"Declarant"** means Fleur De Lis Partnership, LLC, a Missouri limited liability company.
7. **"Declaration"** means this Declaration of Covenants and Restrictions For Sam's Creek Estates.
8. **"Lot"** means a parcel of real estate identified as a numbered lot on the Plat.
9. **"Member"** means a member of the Association.
10. **"Owner"** means any Person or Persons, including the Declarant, that/who holds fee simple title to any Lot.
11. **"Person"** or **"Persons"** means any natural person, corporation, limited liability company, trust or other legal entity authorized to hold title to real property in Missouri.
12. **"Plat"** means the Plat recorded at 2021R-070076 of the St. Charles County Recorder of Deeds Office and labeled as: "SAM'S CREEK ESTATES, A TRACT OF LAND BEING PART OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI"
13. **"Subdivision"** means Sam's Creek Estates as described on the Plat.
14. **"Subdivision Property"** means all of the real property included within the Plat and which is subject to this Declaration.

ARTICLE II
PEOPLE & PROPERTY SUBJECT TO THIS DECLARATION
ALL COVENANTS RUN WITH THE LAND

The Declarant hereby declares that all of the property included and described in the Plat may only be transferred, sold, conveyed, used and occupied subject the covenants, restrictions, easements, assessments, charges and liens as described herein and as governed by the Association's Articles, By-laws and directives, rules and regulations adopted and executed by the Association's Board of Directors.

This Declaration is binding on every Person that/who has any right, title or interest, to or in any property which is subject to this Declaration, and each of their heirs, successors, successors in title, and assigns. Similarly, this Declaration is binding on any Person that/who occupies or uses any property which is subject to this Declaration, including any invitee or trespasser who enters on any part of the Subdivision Property.

The purpose of this Declaration is to protect the value of the Subdivision Property and quiet and peaceful enjoyment of all who are entitled to benefit from the ownership and use of Subdivision Property and therefore, all rights and entitlements under this Declaration inure to the benefit of every Lot owner, the Association and every Association member.

All covenants and restrictions in this Declaration are covenants running with the land or as equitable servitudes as the case may be, and therefore benefit and burden the land the Declarant and every subsequent Owner of any Lot or other property subject to this Declaration.

Each Owner by acceptance of a deed or other instrument of conveyance for his/her/their Lot, vests in the Board, the right and power to bring all actions against such Owner, personally for collection of such charges as a debt and/or to foreclose any lien in the same manner as other liens for improvement of real estate, all as provided in the By-laws. Such liens shall be in favor of the Association and shall be for the benefit of all Owners.

ARTICLE III
ASSOCIATION RIGHTS & OBLIGATIONS
OWNERS SUBJECT TO ASSOCIATION CONTROL

All Owners, their tenants, trustees, mortgagees, guests and occupants of Lots must comply with this Declaration, the Association's Articles of Incorporation, the Association's By-laws and the rules and regulations adopted by the Association's Board of Directors. Acceptance of a deed, the exercise of any incident or ownership, entering into any lease as a tenant/lessee, or any Lot constitutes agreement that the provisions of such documents are accepted and ratified by the Owner, the Owner's tenant, mortgagee, trustee and guest or other occupant.

The Association through its Board of Directors may from time to time adopt by-laws and rules and regulations governing the activities on, use and occupancy of, Lots, streets, easements and

other Common Properties which require common maintenance and care. All Owners, tenants mortgagees, guests, and other occupants must comply with the By-laws and any rules and regulations adopted by the Board, whether or not those By-laws, rules and regulations are recorded with the St. Charles County Recorder of Deeds. The Board has the exclusive right to control, maintain and govern the use of Common Properties.

The Board may impose annual and special assessments are provided in the By-laws, for the improvement and maintenance of the Common Properties. The Board, via the By-laws may impose liens on any Lot which is delinquent in paying any assessment and remove a Member's right to participate in any Association function, including the right to vote. Similarly, the Board, as provided in the By-laws may impose fines and restrict the rights of any Member/Owner for violating any covenant or restriction described in Article IV.

Every Member is entitled to one vote on matters coming before the Association, including the election of directors, all as further described and regulated in the By-laws. Until the last Lot is sold, the Declarant is entitled to vote for all Members and has the sole right to elect directors, i.e. no Member other than the Declarant is entitled to vote until the last Lot is sold.

ARTICLE IV COVENANTS & RESTRICTIONS

A. Streets & Easements – All streets and easements, shall remain for the private roadway use of all the Owners and shall be maintained by the Association as the case may be; provided, however, that the Association may, at its discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof.

Declarant has no duty or obligation to pave, asphalt or otherwise improve roads, streets or easements.

All easements dedicated and/or called out on the Plat are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon.

Every Owner must construct, provide and maintain at his/her/their/its own expense private road/driveway entrances to that Owner's Lot; which shall be constructed so as not to obstruct the side or cross drainage of the roadway. There shall be placed in all driveways to the proper grade and depth a pipe culvert of at least twelve (12) inches in diameter or the minimum required to meet St. Charles County, Missouri, standards, whichever is larger, made of corrugated galvanized metal or standard strength concrete pipe. All driveways must be surfaced and of easy grade, coinciding with connecting roadway. All driveways, except the driveway of Lot 1, must connect directly to a Subdivision street.

B. Minimum Square Footage for Dwellings - No Other Dwelling Unit, Tenancy or Vehicle Allowed – All dwellings erected on any Lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid foundations, to wit:

Dwellings of the design commonly referred to or known as one story dwelling, a split-level dwelling, or a split-foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than Two Thousand Two Hundred (2,200) square feet.

Dwellings of the design of a one and half story (except dwellings of the design commonly referred to or known as split-foyer, or split level), shall have a first- floor area, exclusive of that portion encompassed within an attached garage, of not less than Two Thousand (2,000) square feet.

Dwellings of the design of a two story (except dwellings of the design commonly referred to or known as split-foyer, or split level), shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Eight Hundred (1,800) square feet.

For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling and attached garage.

Any building erected, altered, placed or permitted to remain on any Lot shall be one (1) single-family dwelling, which must include at least a two-car attached garage of at least 700 sq. ft.

There shall not be erected or maintained either temporarily or permanently, any tent, house trailer, mobile home, recreational vehicle (RV) or manufactured home on any Lot for any purpose whatsoever, nor shall there be occupied on a temporary or permanent basis for residential purposes any garage or basement on any Lot. No dwelling may be leased or rented without the express written consent of the Association.

C. Dwelling Exterior Requirements – The exterior walls of all structures shall be constructed of either brick, rock, stone, drivit, maintenance free vinyl siding, or James Hardie Siding or similar quality fiber cement siding and of good workmanship (no wood products). The exterior front of the home shall be constructed of at least seventy percent (70%) brick, rock, or stone, with the exception of the existing home Lot 5. In the event a retaining wall is constructed, the composition of said wall shall be brick or stone. The use of any other material, or other deviation from the above, shall not be permitted without first having obtained the written consent of the Board. All roof pitches shall be a minimum of 7 to 12, or steeper, and the shape of the roof lines shall relate and be in conformity to each other. Exposed concrete shall not exceed a depth of twelve (12) inches.

D. Alterations, Fences, Walls, Pools, etc. Approval Required – The commencement of construction for the erection, placement, or alteration of any building, fence, wall, pool or other Lot

within the Subdivision, the approval for same must be received from the Board. In furtherance, the Owner shall tender to the Board or its duly appointed architectural control committee, full scale copies of the blueprints, drawings, and or plans which shall plainly show the elevations, complete floor plans, and exterior colors of the prospective home and basement. A two-thirds (2/3) majority approval vote is necessary for the commencement of construction. Plans submitted to the Board for approval shall be rejected or accepted within twenty-one (21) days. If the Board fail to reject or accept said plans during the twenty-one (21) day period, acceptance shall be conclusively presumed. The Board's review shall include but shall not be limited to:

the quality of workmanship, and

the materials to be used, and

harmony of external design with existing structure, and

the location of the proposed improvement with respect to topography and finish grade elevation.

E. Dwelling & Outbuilding Construction Requirements –

The construction of dwellings or outbuilding shall conform to the following restrictions:

All dwellings or outbuildings shall be constructed no closer than Fifty (50) feet from the front and back property line.

No outbuilding/shed/detached garage shall exceed 3000 square feet (50x60). All outbuildings/sheds must be constructed behind the back line of the residence. Exceptions to this restriction:

Lot 6: The existing structure on Lot 6 is exempt from this restriction.

Lot 4: An outbuilding/garage for Lot 4 is not required to be placed behind the back line of the residence (but the building line may not be in front of the residence).

No residence or other outbuilding may be constructed nearer than fifty (50) feet to any side property line.

An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings.

All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters and state and local ordinances and building codes.

All fences shall be constructed of PVC fencing material or PVC with vinyl coated high tensile wire, aluminum, or composite only. Fences must be placed behind street right of way, no set-back requirements on side fences. Fencing constructed of a material other than that listed above shall require the approval of the Association prior to the commencement of construction.

All mailboxes shall be of wrought iron construction, brick, stone or rock in harmony to the external design of existing structure subject to the approval of the Board.

Outside latrines or toilets may be permitted temporarily during construction of a dwelling unit, not to exceed a period of ninety (90) days.

All exterior fuel tanks, including propane tanks, shall be stored underground or enclosed so as to obscure the view the same from the road and other lot owners. Any screens, fencing or other structure for this purpose shall be approved by the Board.

Every Owner is responsible for all erosion during construction and during any other improvement of that Owner's Lot.

The exterior of every dwelling must be completed within nine (9) months of the construction ground-breaking date.

Landscaping, seeding, and grading must be completed within nine (9) months of the ground-breaking date.

F. Maintenance - No Owner shall allow the exterior of any residence or other buildings or structures on the Owner's Lot to fall onto disrepair. Every Owner must paint, maintain, and repair said residence, building or structure on that Owner's Lot in accordance with usual community standards for structures of such type and style.

G. Lot May Not Be Transferred to Nonprofit Organization - No Lot may be transferred in whole or in part, with or without consideration, by inter vivos transfer or by transfer at death or post-mortem process or procedure, to any civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit.

H. Sewage and Drainage Must Be Controlled - The construction, maintenance, and use of outside toilet or latrines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes. Any septic tank and system shall meet all health and safety code of the County of St. Charles and State of Missouri.

I. No Lot May Be Used for Commercial Purposes - There shall be no commercial use of any Lot, except a "home occupation." For this purpose "home occupation" is defined as: any occupation or profession carried on by a member of the immediate family residing on any Lot in connection with which there is used no sign or display that will indicate from the exterior that the

residence is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises; and no mechanical equipment is used except such as is permissible for purely domestic household purposes, and that creates no more vehicular travel than an ordinary residence.

J. Unlawful Use Prohibited - No Lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and no noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

K. Dumping Prohibited - No lot shall be used or maintained as a dumping ground for rubble or trash of any kind. Trash, garbage, or other waste shall not be kept on any premises except in sanitary containers for disposal not less than weekly.

L. Re-Subdivision Prohibited - No Lot may be subdivided, re-subdivided or changed in size or shape in any manner whatsoever.

M. Swimming Pools - In-Ground Only - All swimming pools must be of in-ground construction, and construction of all earth contact homes is prohibited.

N. Animals & Pets Restricted - No animals, of any kind, may be raised for commercial purposes. Further, no cattle, horses, swine, sheep, goats, chickens or other poultry are permitted in the Subdivision at any time. Domestic dogs and cats are allowed but may not exceed 2 dogs and 2 cats per Lot. All domestic animals must be confined on each Owner's Lot at all times except when leashed.

O. Weeds & Grasses Control - All grasses and weeds which may grow up on any lot shall be cut and trimmed by owner thereof so as not to permit a height greater than eight (8) inches. If this is not done, the Board has the right to enter said Lot and cut the grasses and weeds and an assessment may be made and an applicable fine may be charged to the owner, as provided in the By-laws.

P. Signs Prohibited - No sign of any kind shall be displayed in the public view on any Lot, except:

- (1) one sign of not more than five (5) square feet advertising the property for sale, or signs used by builders or developers to advertise the property during construction and sales and
- (2) common political/election related yard signs not exceeding 24" x 35" which may be displayed up to 45 days before any election and must be removed within one week after the election.

Q. Swing Sets, Clothes Lines, Dog Tethers & Sports Equipment - No swing sets, playhouses or similar play items, basketball backboards, goals, soccer nets or similar sports equipment may be placed on in the front or side yard of any Lot. Clothes lines and dog tethers are prohibited on any Lot. Basketball backboards may be installed with Board approval, which is not to be unreasonably withheld.

R. Exterior Lighting - No exterior lighting may be directed outside the boundaries of a Lot.

S. Storage of Vehicles, Boats, Trailers. & Definition of Commercial Vehicle -

Personal property including boats, trailers, campers, commercial vehicles, recreational vehicles (RV's), camper shells, all-terrain vehicles (ATV's) may not be placed or stored, permanently or temporarily, in the open or in an unenclosed (i.e. carport or roof only) structure on any Lot, nor may any of these vehicles or items be parked on an Subdivision street. Such vehicles, trailers etc., may be parked behind a residence so long as it may not be seen from any other Lot.

A "commercial vehicle" is any vehicle commonly identified as a truck, van or other utility vehicle which is used in any commercial/service or retail business.

For this purpose commercial vehicles include any vehicle:

- with dual or multiple rear wheels;

- with painted (or magnetic) signs or other logos or artwork displayed on the vehicle (see exception below);

- with visible ladders, tools or similar items attached;

- with racks or similar additions used for commercial or retail purposes; or

- designed for and used primarily for commercial or retail purposes and not intended for personal or family use/transportation.

Vehicles designed or equipped to temporarily carry sporting items, e.g. a rack for canoes, bicycles or skis are not commercial vehicles for this purpose so long at that equipment is removed when not in use.

Pick up trucks with only 4 wheels which are not otherwise defined as a commercial vehicle above, and which include removable magnetic signs or painted logos on the forward doors only, are not commercial vehicles for this purpose.

Sedans or SUV's with removable magnetic signs or painted logos on the forward doors only are not commercial vehicles for this purpose.

The Board has complete discretion to interpret these restrictions in determining whether a vehicle is intended and used for transportation or for commercial work/business related matters, and the Board may extend or further define commercial vehicles by adopting a rule or regulation governing same.

T. Grade & Slope Control - Within any slope area established by the Declarant, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of water through drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

ARTICLE V

AMENDMENT, MEMBER VOTING, ASSOCIATION & DECLARANT CONTROL

A. Declarant Right to All Member Votes & Election of All Directors - Every Member is entitled to one vote on matters coming before the Association, including the election of directors, all as further described and regulated in the By-laws. Until the last Lot is sold, the Declarant is entitled to vote for all Members and has the sole right to elect every director, i.e. no Member other than the Declarant is entitled to vote until the last Lot is sold. No assessment may be imposed on the Declarant for unsold Lots. If the Declarant voluntarily pays any assessment or otherwise contributes to the Association for any unsold Lot, then the Declarant has a lien for re-payment from the first Owner of that Lot, which may be enforced directly by the Declarant or by the Board.

B. Declarant Relinquishment of Control - Within ninety (90) days after the sale of the last Lot in the Subdivision has closed, the Declarant must call a Members meeting by providing at least 10 days notice to each Member/Owner by regular U.S. Mail at the mailing address assigned to each Lot. If the Declarant fails to call and hold a Members meeting within that time, then any Member may call the first members meeting. At this first Members meeting, the Members must first elect a new board of directors. The terms of the directors then serving will then end and their duties as directors terminates without further obligation to the Members or the Association. If there is not a quorum of members present in person or by proxy, then those members present may elect the new board of directors, but may not take any other action or conduct other business.

All procedures, processes and questions of authority at the first Members meeting are governed by the By-laws.

C. Duration of Declaration - The covenants and restrictions of this Declaration shall run with and bind all of the Subdivision Property and shall inure to the benefit of and shall be

enforceable by the Association or any Owner their respective legal representatives, heirs, successors, and assigns, for the term of thirty years from the date this Declaration is recorded , after which time they shall be automatically renewed for the successive periods of ten (10 Years, unless an instrument in writing, signed by eight percent (80%), i.e. 7 out of 8, of the Owners has recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to amend, restate or terminate this Declaration.

D. How Amended – This Declaration of Covenants and Restrictions may be amended or restated by the Members, at a Members meeting duly called, notice of that meeting having been given as provided in the By-laws at least ten (10) days before the meeting. The meeting notice must include the amendments being proposed. At this meeting the Members may approve any amendment by affirmative vote of at least three-fourths (75%) of the Members then entitled to vote, i.e. at least six (6) of the Members must approve the amendment. Members may accomplish a quorum and vote in person or by proxy.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants and Restrictions for Sam's Creek Estates on this 20th day of August, 2021.

FLEUR DE LIS PARTNERSHIP, LLC

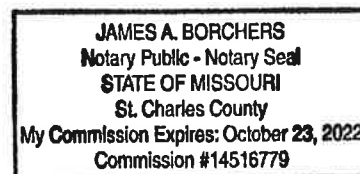

By: Carol J. Meyer, Manager

STATE of MISSOURI)
) SS
COUNTY of ST. CHARLES)

On this 20th day of August, 2021, before me appeared before me, a Notary Public in and for said state, personally appeared Carol J. Meyer of Fleur De Lis Partnership, LLC, known to me to be the person who executed the within Declaration of Covenants and Restrictions for Sam's Creek Estates in behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.


Notary

My Commission Expires:



**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SAM'S CREEK ESTATES
A SUBDIVISION IN ST. CHARLES COUNTY, STATE OF MISSOURI**

EXHIBIT A

A tract of land being part of Section 7, Township 46 North, Range 1 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Commencing at a stone at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence along the south line of said Section 7, North 88 degrees 35 minutes 05 seconds West 810.36 feet to a set iron pipe at the actual point of beginning of the description herein; thence continuing along said South line North 88 degrees 35 minutes 05 seconds West 1125.97 feet to a found iron rod at the Southeast corner of property conveyed to Schulte according to the deed recorded in Book 1969, page 1694 of the St. Charles County Records; thence along the East line of said property conveyed to Schulte, North 00 degrees 43 minutes 20 seconds East 1986.89 feet to a found iron rod at the Northeast corner of said property; thence along the North line of said property conveyed to Schulte, North 89 degrees 36 minutes 47 seconds West 16.31 feet to a found iron rod at the Southeast corner of property conveyed to Pyrtle according to the deed recorded in Book 4282, page 2391 of said records; thence along the East line of said property conveyed to Pyrtle, North 01 degrees 56 minutes 24 seconds East 662.95 feet to a point in Schnarre County Road, which a found iron rod bears South 01 degrees 56 minutes 24 seconds West 22.34; thence South 89 degrees 57 minutes 13 seconds East 1160.92 feet to a set Cotton Picker Spindle; thence leaving said road, South 01 degrees 25 minutes 21 seconds West 2677.10 feet to the point of beginning and containing 69.98 acres more or less.