

St. Charles County Recorder's Office
 Barbara J. Hall
 201 North Second Street, Suite 338
 St. Charles, MO 63301
 (636) 949-7505 www.sccmo.org

Receipt for Services

Cashier	KAUERSWALD	Batch #	928964
Customer Name	MILL CREEK L L C	Date:	12/11/2017
		Time:	03:23:27PM
Remarks	DR		

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
12/11/2017 3:23:27PM	20171211000764680	PLAT	PL49 378		1
Party 1:	MILL CREEK PLAT 1		Party 2:	MILL CREEK PLAT 1	
		PLAT	Total:		\$66.00
12/11/2017 3:23:28PM	20171211000764690	RESTRIC	DE6851 847		25
Party 1:	MILL CREEK L L C		Party 2:	MILL CREEK HOMEOWNERS ASSN INC	
		RESTRIC	Total:		\$93.00
12/11/2017 3:23:29PM	20171211000764700	W D	DE6851 872		3
Party 1:	MILL CREEK L L C		Party 2:	MILL CREEK HOMEOWNERS ASSN INC	
		W D	Total:		\$27.00
		PUBLIC			
			CW-Plat Copies 24 x 36		10.00
		PUBLIC	Total:		\$10.00
		Fee Total:			\$196.00
CHECK	1012	MILL CREEK L L C			196.00
		Payment Total:			\$196.00

PAID

25



20171211000764690 RESTRIC

Bk: DE6851 Pg: 847

12/11/2017 03:23:28 PM 1/25

CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY: KAUEWSWALD \$93.00

Title: DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MILL CREEK

Date: December 11, 2017

Grantor: Mill Creek, LLC
Addresses: 410 Crestview Drive, O'Fallon, Missouri 63366

Grantee: Mill Creek Homeowners Association, Inc.
Address: c/o William Levinson, 1000 Executive Parkway, Suite 106, St. Louis, Missouri 63141

Legal Description: See Exhibit A

Reference Book and pages: Plat Book 49 page 378

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.



**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS
FOR
MILL CREEK**

PRELIMINARY STATEMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MILL CREEK (the "Declaration") is made as of this 11 day of December 2017, by MILL CREEK, LLC, a Missouri limited liability company ("Declarant").

RECITALS

WHEREAS, Mill Creek is a real estate development located in St. Charles County, Missouri pursuant to the plat thereof recorded in Plat Book 49, pages 378 in the Office of Recorder of Deeds for St. Charles County, Missouri;

WHEREAS; the Declarant owns all of that certain tract of land in St. Charles County, Missouri, as such tract of land is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant has entered into an Annexation Agreement with the City of Lake St. Louis (the "City") whereby, following the development of the Property, the Property will be annexed into the City of Lake St. Louis;

WHEREAS, the Declarant intends by recordation of this Declaration, to subject the Property to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Subdivision and any parts thereof, shall be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Subdivision and be binding on all parties having any right, title or interest in and to the Subdivision or any part thereof and shall inure to the benefit of each Owner thereof and their respective heirs, legatees, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

1. "Assessment Year" shall be the calendar year.
2. "Association" shall mean and refer to the Mill Creek Homeowners Association, Inc., a Missouri Chapter 355 Non Profit Corporation, its successors and assigns.
3. "Benton" shall mean and refer to Benton Homebuilders, Inc.
4. "Builder" shall mean and refer to any builder who purchases a Lot from the Declarant for purposes of building a Dwelling thereon.
5. "City" shall mean and refer to the City of Lake Saint Louis, Missouri.

6. "Common Area" or "Common Ground" shall mean and refer to any areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, any area identified as "Common Ground A and Detention Area Easement" and "Subdivision Monument Easement" designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area."
7. "County" shall mean and refer to St. Charles County, Missouri.
8. "Declarant" shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant and the deed or another instrument executed by Declarant providing for the transfer of such rights.
9. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
10. "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots.
11. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.
12. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
13. "Plat" shall mean and refer to the Plat of Mill Creek recorded in Plat Book 49, page 378 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, which plat is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.
14. "Subdivision" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

ARTICLE II
PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on the Plat.
2. Additions to Existing Property. The Declarant may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.



3. Assignment of Declarant Rights. Notwithstanding anything herein to the contrary, Declarant rights shall be transferred and assigned to Benton upon the closing of the purchase of any Lots in the Subdivision by Benton, whether or not such assignment and transfer is by deed or another instrument executed by Declarant. The Assignment of Declarant Rights herein shall be applicable only to those Lots purchased by Benton and associated Common Ground in the Plat containing said Lots.

ARTICLE III
PROPERTY RIGHTS

1. Common Areas.

(a) Right of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.

(b) Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use, access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas;

(ii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association;

(iii) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided and limited in this Article;

(iv) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about the Common Area, including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers;

(v) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration;

(vi) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose,



and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners.

Each Owner and such Owner’s family, guests and invitees shall use and exercise their easement rights over the Common Areas in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them. Notwithstanding anything contained herein, the Board of Directors may (after notice and opportunity to be heard) levy a special assessment or charge against any Owner for the reasonable cost of repairing damage to the Common Areas caused by an Owner or such Owner’s employees, agents, invitees or tenants. Such reasonable costs may include, but are not limited to, costs of repair and maintenance, costs of collection, interest, attorney’s fees and other costs associated with making repairs or maintenance to the Common Areas or improvements thereon.

(c) Conveyance of Title. Title to the Common Areas shall be conveyed to the Association no later than the date by which Directors are elected by Owners. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as tenants in common. The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant’s Lot.

2. Association Right to Grant Easements and Certain Easements Over Lots and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, access, and other purposes necessary or desirable for the operation of the Subdivision.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas, and/or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association, including, without limitation, enforcing the covenants and restrictions imposed by this Declaration.

Until the last Lot is sold in the Subdivision and conveyed to an Owner other than a Builder or Declarant, there is reserved to the Declarant and each Builder a nonexclusive easement over all Lots and Common Area, for a distance of ten (10) feet behind any Lot line or Common Area boundary line that parallels a street, for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot shall be a “Member” of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.

3. Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing



the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in the City as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant closes on the sale of the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than ten (10) days or more than sixty (60) days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. If notice is mailed by other than first-class or registered mail, not less than thirty, nor more than sixty days before the meeting date. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her or her last known address.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-third (1/3) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if Owners holding ten percent (10%) of the Owners attend in person or by proxy.

ARTICLE V BOARD OF DIRECTORS

1. Number and Term. The affairs of the Association shall be conducted by the Board of Directors and such Officers from the Board of Directors as the Directors may elect or appoint in accordance with the Articles and Bylaws of the Association. Pursuant to the Bylaws, the Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) Directors. Except as otherwise provided in paragraphs (b), (c) and (d) below, each Director shall hold office for the term of one (1) year and until his or her or her successor shall be elected and qualified. Each Director shall be elected or appointed as follows:

(a) The first Board of Directors shall consist of William Levinson, John E. Bennett and Bobby Joe Hamilton (collectively the "Original Directors") who shall serve, and whose terms as Directors shall continue, until new Directors are elected and appointed and qualified pursuant to this Section as set forth below;

(b) Within ninety (90) days after fifty percent (50%) of the Lots in the Subdivision have been sold (or at such earlier time as Declarant may elect), the Original Directors shall cause the resignation of one Original Director and call a special election of the Association through which one (1) new Director shall be elected by a majority vote of a quorum of Owners (excluding Declarant and any Builder(s)) and the remaining two Original Directors shall remain in place. The Director elected and appointed pursuant

to this subsection (b) shall serve as Director until new Directors are elected and appointed and qualified pursuant to subsection (d) of this Section 1;

(c) Within ninety (90) days after seventy-five percent (75%) of the Lots in the Subdivision have been sold (or at such earlier time as Declarant may elect), the Directors shall cause the resignation of one additional Original Director and call a special election of the Association through which one (1) new Director shall be elected from the then current Owners (excluding Declarant and any Builder(s)) by a majority vote of a quorum of Owners and the remaining two Directors shall remain in place. The Director elected and appointed pursuant to this subsection (c) shall serve as Director until new Directors are elected and appointed and qualified pursuant to subsection (d) of this Section 1;

(d) Within ninety (90) days after all of the Lots in the Subdivision are sold (or at such earlier time as Declarant may elect) the Directors shall cause the resignation of the remaining Original Director and the Directors shall call a meeting of the Association (be it a special meeting or the first annual meeting) at which three (3) Directors shall be elected by a majority vote of a quorum of Owners.

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

2. Election of Directors or Approval by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail. In order to conduct an election, the Board of Directors shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. In the case of the election of Directors, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations or if the Board of Directors is seeking Owner approval of an action, proposal or amendment by mail, the Board of Directors shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board of Directors in accordance with the requirements hereof within the time limit established in the notice in the case of a Board of Directors election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no'." The ballot shall have typed upon it the address of the Board of Directors to which the ballot must be returned and the date by which the ballot must be received by the Board of Directors in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board of Directors shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board of Directors shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees, action, proposal or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board of Directors and results shall be announced to the



Owner(s) by the Board of Directors mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his or her term, he or she shall immediately cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1(a) and 1(d) hereof, any vacancy occurring in the Board of Directors shall be temporarily filled by nomination by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above. As set forth in Article V Section 1(d) hereof, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

5. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than two (2) business days' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board of Directors without a meeting.

6. Removal. Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds (2/3) of the votes in the Association.

7. Quorum. The presence of a majority of the whole Board of Directors shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors, except in those specific instances in which a greater number may be required by The Nonprofit Corporation Law of the State of Missouri, the Articles of Incorporation of the Association or these Bylaws. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one (1) present, may successively adjourn or continue the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8. Actions without Meetings. Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.

9. Compensation. Directors shall receive no compensation for their services, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. A Director may be reimbursed for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the Association in the administration of its affairs.

10. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to



exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

- (a) administer the affairs of the Association and of the Subdivision;
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve;
- (c) make contracts and incur liabilities on behalf of the Association, to accomplish any of its purposes and to borrow money for the operating expenses and to execute promissory notes, including, without limitation, any promissory notes due and payable to a Declarant or Builder for the operating expenses of the Subdivision;
- (d) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;
- (e) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
- (f) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, pruning and care of trees, removal of plants, maintenance, repair and replacement of streets and street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), maintenance, repair and replacement of improvements located within the Common Areas, and maintenance, repair and replacement of the storm water system serving the Subdivision, including all basins, detention basins, piping, and inlets (unless such maintenance, repair and replacement shall be performed by a municipal entity);
- (g) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
- (h) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);
- (i) consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Dwellings and improvements on the Lots;
- (j) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;



(k) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;

(l) grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof;

(m) receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;

(n) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board of Directors' power and duties hereunder;

(o) dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;

(p) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;

(q) obtain, in the Board of Directors' discretion, liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;

(r) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as authorized under Missouri law;

(s) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

(t) enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same;

(u) designate an executive committee by resolution adopted by a majority of the Directors in office;

(v) designate other committees not having and exercising the authority of the Board of Directors in the management of the Association; and

(w) exercise any and all other powers or acts as are authorized by the Declaration.

11. Records. The Directors shall cause to be kept accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred along with other records of the Association, including, but not limited to meeting agenda and minutes. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine. At no charge, the Directors shall provide annual reports to the Owners and Members of the Association of all financial transactions made by, or on behalf of, the Association. The financial and



other records of the Association and meeting agenda and minutes will be open and available to any resident or Owner at no charge.

12. Indemnification. Each Director or officer, or former Director or officer, of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by him or her or his or her estate in connection with, or arising out of, any action, suit, proceeding or claim in which he or she is made a party by reason of his or her being, or having been, such Director or officer; and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and his or her legal representatives, shall in like manner be indemnified by the Association; provided, that in neither case shall the Association indemnify such Director or officer with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his or her duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement, and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct; but in taking such action, any Director involved shall recuse himself or herself from the vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him or her as Director or officer with respect to any matter within the scope of his or her official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his or her duties as Director or officer.

ARTICLE VI

BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"); and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot, and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that notice of the Assessment or Special Assessment was issued. Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time.



2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance of the Subdivision and Common Areas, any recreational facilities constructed by Declarant for use by the Owners and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Declaration.

3. Prohibition on Use of Assessments. Neither Declarant nor any Builder shall assess Owners or otherwise use Assessments or other funds belonging to the Association for items or matters that are not located within the bounds of the Subdivision. Declarant and any Builder(s) shall be prohibited from assessing Owners or otherwise using Association funds to install improvements required of the Declarant or Builder by the approved final plat of the Subdivision or the approved preliminary or final development plans by the City, including, but not limited to, any of the following: landscaping, subdivision entrance enhancements, recreation facilities and common ground parks and amenities.

4. Establishment of Budget and Assessments.

(a) Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared a report of all financial transactions made by or on behalf of the Association along with an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into consideration by the person or persons preparing the annual budget.

(b) Until commencement of the first Assessment Year after the first election of the Board of Directors as set forth in Article V, Section 1 hereof, the Owners (other than the Declarant or any Builder) of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Declarant and approved by the Directors (Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time).

(c) Upon commencement of the first Assessment Year after the first election of the Board of Directors as set forth in Article V, Section 1 hereof, the Directors shall prepare the annual budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding



Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments as directed by the Directors.

(d) The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

(e) In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

(f) In addition to other special assessments authorized by this Article VI, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of storm sewer systems, creeks, retention basins, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such sewer system and such creeks and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency, body or utility company. The Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all Subdivision and other ordinances, rules and regulations of the City.

5. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

6. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

7. Commencement of Annual Assessments. Each Owner purchasing a Dwelling from the Declarant or a Builder shall pay his or her first annual Assessment upon the closing of the purchase of his or her Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder, shall pay an initial capitalization fee in an amount of Three Hundred Fifty and 00/100 Dollars (\$350.00) in addition to such Owner's prorated portion of the Annual Assessment for the year of purchase, to be deposited with the Association.



8. Non-payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate per annum allowed by law. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his or her family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area. In the event the Association retains legal counsel to collect any Assessment or Special Assessment, prepare and file a lien, or to pursue legal action against any Owner for an unpaid Assessment or Special Assessment, the Association shall be entitled to collect its attorneys' fees and costs in connection therewith and the same shall be included in the lien on any such Lot.

9. Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners.

10. Subordination of the Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots:

(a) Residential Use. No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes as a single-family dwelling except (i) for use pursuant to home occupations as set forth below; and (ii) Lots or portions of Lots may be used by Declarant or any Builder for temporary offices, display or model homes and/or entrance monuments, provided, however, that in no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

(b) Compliance with Zoning; Regulations; Ordinances. Except as otherwise provided herein, each Owner shall maintain his or her Lot and Dwelling in compliance with all applicable zoning ordinances and subdivision regulations of the City. To the extent that the City or any other governmental authority shall require permits for the erection of any improvements upon a Lot, including, without limitation, fences (to the extent permitted by the Ordinances of the City then in effect), decks or other structures or improvements, the Owner of such Lot shall be responsible for obtaining the same.



(c) Architectural Control. From and after such time as a Lot becomes subject to assessment as provided herein, the Owner thereof shall not cause, allow or permit any (i) building, fence (to the extent permitted by the Ordinances of the City then in effect), wall, driveway or other structure or improvement of any sort to be commenced, erected or maintained thereon; (ii) exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon to be made; (iii) removal of any tree with a three-inch or greater caliper; or (iv) change in grade or slope thereof, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, and configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section VII.1(c) shall not apply to Declarant or any Builder. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit non-binding recommendations of approval or disapproval of the same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owner shall, after obtaining the approvals required by this Declaration, obtain and maintain in effect all necessary permits and approvals from the City of Lake Saint Louis and any other applicable Governmental Body prior to commencing any such improvements and modifications and the same shall be completed in accordance with this Declaration and applicable laws and ordinances. The Owner shall also bear the responsibility for the maintenance of any Owner-constructed improvement authorized under this Section VII.1(c). The Association shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner, its agents or any other person or entity on account of: (1) the approval or disapproval of any improvements or modifications under this Section VII.1(c) or any plans, contracts, bonds, contractors, sureties or other matters in connection therewith; (2) the construction or performance of any work, whether or not pursuant to approved plans; (3) any Owner's or any other person's or entity's failure to obtain the proper permits and approvals; or (4) the compliance of any improvements or modifications with applicable codes.

(d) Nuisance. No Dwelling, Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Lots.

(e) Re-Subdivision of Lots. No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased, provided, however, that the Declarant or any Builder may re-subdivide any Lot and sell or lease any fractional part thereof.

(f) Trash; Garbage Cans. No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Dwelling.

(g) Above Ground Tanks. No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot.

(h) No Drilling. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(i) Gas; Sewage; Water Laterals. Each Owner shall, as necessary, repair, maintain, replace, or clear at his or her sole expense each and every gas, sewage, and water lateral line on or servicing only his or her Dwelling or Lot.



(j) Temporary/Permanent Structures/Outbuildings. No structure of a temporary or permanent character, including, but not limited to above ground pools, trailers, mobile homes, tents, shacks, garages, barns or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence or for any other purpose, either temporarily or permanently.

(k) Signage. No signage of any kind shall be displayed to the public view on any Lot, except: (i) one sign of not more than five (5) square feet advertising the Lot for sale or rent; (ii) one (1) sign of not more than one square foot warning people of dangerous animals located in the home or on the Lot; and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot; provided, however, there shall be no restrictions on the number or type of signage used by Declarant or any Builder(s) to advertise or market the Subdivision during the construction, development or sale of Lots and Dwellings in the Subdivision by the Declarant or such Builder(s).

(l) Landscaping. Each Owner shall maintain his or her Lot in a neat attractive manner, including without limitation, maintenance of the lawn and shrubbery. No Owner shall permit the lawn upon such Owner's Lot, whether grass, legume or ivy, to grow in excess of six (6) inches in height. The foregoing requirement regarding lawn maintenance shall not apply to any Builder or Declarant prior to the sale of the Lot at retail to an Owner other than a Builder.

(m) Landscaping of Common Ground. The Board of Directors shall as it deems appropriate, in its sole discretion, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas as shown on the Plat. The Board of Directors may establish and set aside such portions of the Common Areas as it shall deem appropriate for the establishment of community gardens, and the Board of Directors shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas, except as specifically provided herein.

(n) Fences. Any fence erected in the Subdivision: (i) shall be in compliance with the Ordinances of the City in effect at the time of the erection of the fence, and (ii) shall first receive the written consent of the Board of Directors or the ARC, as the case may be. Fences that receive the prior written approval of the Board of Directors may be erected on a Lot provided any such fences shall be built of wrought iron or PVC (each in colors and styles approved by the Board of Directors) and of a height no greater than six (6) feet. Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. No homeowner shall erect fence on his or her Lot unless he or she obtains any and all required permits and approvals from the City prior to the erection of any fence.

(o) Livestock/Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other domesticated household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided that such household pets do not exceed two (2) in number per Dwelling on any Lot at any time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City and St. Charles County, Missouri, as applicable, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Owners are liable for their animals and the animals brought onto any Lot by a guest of Owner.

(p) Storage of Recreational Vehicles. Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs),



sleds, recreational motor vehicles, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, or on the streets in the Subdivision, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof that are in operating condition.

(q) Grading; Water. No Owner, except Declarant, shall alter or change any water course or finished grade without the express, written approval of the Directors.

(r) Use of Firearms; Weapons. No Owner shall discharge any firearm or other potentially lethal weapon, including but not limited to handguns, rifles, shotguns, pellet or B.B. guns, compound bows, and crossbows in the Subdivision.

(s) Satellite Receiving Dishes and Similar Devices

(i) Notification of Installation. To the extent permitted by applicable law, any Owner shall notify the Board of Directors prior to the installation of any satellite dish to be installed on his or her Lot or on the exterior of any Dwelling or other improvement on his or her Lot.

(ii) Satellite Dish Installation Preferences. To the extent that the reception of an acceptable signal would not be impaired, the following policy is established with regard to the installation and maintenance of satellite dishes in the development. Each Owner shall consider three factors, namely, Location, Height, and Screening ("Installation Preferences"), in making a decision regarding the placement of any satellite dish device, which consideration shall be accomplished by the completion of the checklist which is attached as Exhibit B to this Declaration. Any Owner of property upon which a satellite dish has been placed must be able to provide a completed copy of the Exhibit B checklist upon a review of the satellite dish location as evidence of its consideration of the Installation Preferences or the Owner will be presumed not to have complied with the Installation Preferences.

These placement preferences shall be enforced to the extent that such enforcement does not violate the provisions of 37 C.F.R. Part 1, Subpart 5, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time.

(iii) Television and Radio Antennae. To the extent permitted by applicable law, under no circumstance shall television or radio antennae be permitted on any Lot or on the exterior of any Dwelling or other improvement on any Lot.

(iv) Solar Collection and Wind Turbines. To the extent permitted by applicable law, under no circumstances shall any solar panels or other solar collection devices or wind turbines be permitted on any Lot or on the exterior of any Dwelling or other improvement on any Lot.

2. Dwelling Restrictions. In addition to the General Provisions set forth hereinabove, all Dwellings shall be subject to the following restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an



Owner may use such Owner’s Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For the purposes of this Declaration, “Single Family” shall have the same definition as in the Zoning Ordinance of the City.

For purposes of this Declaration, a “home occupation” shall mean: any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) non-related employee, which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the City, provided, the following uses are forbidden:

- (i) Dog grooming;
- (ii) Provision of care, instruction or training of more than four (4) children, at one (1) time, not including the occupants of the Dwelling, whether or not for profit;
- (iii) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling;
- (iv) Any manufacturing business;
- (v) Any repair shop operating on or from the Dwelling;
- (vi) A clinic or hospital;
- (vii) A barber shop or beauty parlor;
- (viii) A stable, animal hospital, dog kennel or dovecote;
- (ix) A restaurant, food truck or other business selling food or drink;
- (x) Any activity that produces noxious matter or employs or produces flammable matter; and
- (xi) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.

(b) Height Limitation: Any Dwelling erected on any of said Lots shall not be more than two (2) levels in height above ground, provided that: (i) walkout basements shall not be included in calculating such height limitation; and (ii) a Dwelling more than two (2) stories in height may be erected on any of said Lots with the written consent of the Board of Directors of the Association. Notwithstanding, Declarant or any Builder may erect on any of said Lots a Dwelling higher than two levels above the ground, subject to the Zoning Ordinance of the City.

(c) Minimum Building Size Requirements: Any Dwelling must conform to the following minimum enclosed floor area:

Ranches or one story: 1,500 sq. ft.



Two-story: 2,000 sq. ft.

The words “enclosed floor area” as used herein shall mean and include any Dwelling enclosed and finished for all-year occupancy, computed on outside measurements of the Dwelling, but shall not mean and include any area of basements, garages, porches or attics, provided the interior stairwell leading to a finished basement landing not in excess of twenty (20) square feet may be included.

(d) Building Lines: No part of any Dwelling shall be located on any Lot nearer to the front street or the side street that is the front building line or the side building line shown on the Plat. Provided, however, the following enumerated parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:

(i) Window Projections: Bay, bow or oriel, dormer and other projecting windows not exceeding one (1) story in height may project not to exceed four (4) feet.

(ii) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes may project a distance not to exceed three (3) feet.

(iii) Porch Projections: Unenclosed, covered porches, balconies and porte-cochères may project beyond the front building line not to exceed six (6) feet. Back yard patios may project beyond the rear building line not to exceed three (3) feet.

(e) Uncompleted Structures: No Dwelling shall be permitted to stand in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling shall be permitted to remain in a damaged condition for a period exceeding six (6) months. The outside exterior walls and trim shall be completely finished within one hundred eighty (180) days after commencement of construction.

(f) Garages: All garages must be a minimum of a two (2) car garage, and must be attached to the Dwelling unless installed by the Declarant in the initial construction of the Dwelling or otherwise approved by the Board of Directors, in its sole discretion. All garages shall be equipped with doors which shall be kept closed as much as practicable to preserve the elevation of the house. No carports will be allowed.

(g) Exterior Walls: The exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick, rock, stone, cementitious or vinyl siding, in an attractive manner and of good workmanship, provided however, that if the exterior walls of any Dwelling are constructed of wood or wood products, the same shall be painted or stained.

(h) Swimming Pools: Only in-ground pools shall be allowed, provided, (i) fences or other barrier devices built of approved material and of a decorative character shall be erected to a height of at least four (4) feet for the purpose of screening any pool, (ii) the plans and specifications for said fence or screening material and a drawing showing the proposed location of the same shall be approved in advance by the Board of Directors of the Association with respect to (a) the quality of materials, (b) harmony of external design with existing Dwellings and improvements, and (c) their proximity to other Dwellings and improvements. Under no circumstances shall above-ground pools be allowed upon any Lot in the Subdivision. To the extent that the City or any other governmental authority shall require permits for the installation of swimming pools, fences and screening material, the Owner of such Lot shall be responsible for obtaining the same.



ARTICLE VIII
EASEMENTS

1. **Encroachment Easement.** Should any portion of any Dwelling as constructed on any Lot by Declarant overhang or encroach on an adjacent Lot or on any Common Area, the Owner of the overhanging or encroaching Dwelling shall have an easement on such adjacent Lot or Common Area, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said Dwelling was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title to the Lot on which said improvements were constructed.
2. **Construction Easement.** Until the last Lot is sold and conveyed to an Owner other than a Builder or the Declarant, the Common Area and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant and/or any Builder, their respective employees, agents, contractors and subcontractors to enter upon, over, across and through the Common Area and Lot for the purpose of construction on adjoining Lots, Common Area and streets, including, without limitation, installing improvements therein and adjusting grades and slopes to facilitate storm water drainage.
3. **Owner's Easements of Enjoyment.** Subject to the provisions of this Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to paying the Assessments provided herein.

ARTICLE IX
EXTERIOR MAINTENANCE

1. **Exterior Maintenance.** In addition to the covenants and restrictions set forth in Article VII of this Declaration, each Owner acknowledges and agrees that he or she shall be responsible for keeping their Lot and the exterior of such Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exteriors as necessary. In the event an Owner should fail to maintain his or her Lot and/or Dwelling in a manner satisfactory to the Directors or the Association, upon an affirmative vote of the Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors, provided, this shall not give the Directors the right to hinder or interfere with construction on any Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article. The Board of Directors shall notify the Owner of the cost of such maintenance within thirty (30) days of the performance thereof. The cost of such maintenance shall be paid within thirty (30) days of the date of notice from the Board of Directors, and, in the event said costs are not paid on or before said date, the Association shall be entitled to all remedies provided in Article VI, Section 8 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

ARTICLE X
GENERAL PROVISIONS

1. **Enforcement.** Except as otherwise provided herein, the Association, Directors, Owners, Declarant or any Builder(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Directors, Owners, Declarant or any Builder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



2. Severability. Invalidation of any of these covenants or restrictions, or any part of component thereof, by judgment or court order shall not affect any other provisions, which shall remain in full force and effect to the extent permitted by law.

3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision for the duration of the Subdivision. In the event the Subdivision is vacated, fee simple title to the Common Ground shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in the Common Ground so that none of the Owners of Lots and none of the Owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground. In the event of any dissolution of the Association, the Owners shall be jointly and severally liable for carrying out the obligations and duties of the Board of Directors hereunder with respect to the maintenance and repair of the Subdivision and Common Area and Common Ground, including those set forth in Article V, Section 10 hereof.

4. Amendment. This Declaration may be amended by the Declarant or by the unanimous consent of the Directors at any time prior to the election of all of the Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least seventy-five percent (75%) of the votes in the Association. So long as such review and approval is required by the City ordinances in effect at the time of Amendment, any such amendments shall be reviewed City Administrator and the City Attorney and reviewed and approved by the Planning & Zoning Commission and the Board of Aldermen of the City of Lake Saint Louis prior to recording. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri.

5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.

6. Release. Subject to prior approval by the City of an Amendment to this Declaration, so long as such review and approval is required by the City's ordinances in effect at the time of amendment, and to the approval by the City of any such revised or amended plats in connection with the same, Declarant may, in its sole discretion, release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Area, from the provisions of this Declaration, by amending the Declaration, as set forth in Section 4 above, and, if Declarant deems it necessary, recording one or more revised or amended plats.

7. Governing Law. This Declaration shall be governed by, and interpreted in accordance with, the laws of the State of Missouri. Venue for filing and maintaining any action or suit with respect to this Declaration shall be in the state courts for St. Charles County, Missouri.



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EXHIBIT A
LEGAL DESCRIPTION

All real property contained within MILL CREEK – PLAT 1, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded Plat Book 49, Page(s) 378 of the St. Charles County Recorder of Deeds Office.



IN WITNESS WHEREOF, the undersigned has hereunto set its hands as of the day and year first above written.

MILL CREEK, LLC

By: DHaley

Print Name: Debbie Haley

Title: member

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 8th day of December, 2017, before me personally appeared Debbie Haley, to me personally known, who, being by me duly sworn, did state that he or she is the MEMBER of MILL CREEK, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company, by authority of its Members and he or she acknowledged said instrument to be the free act and deed of said company.

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

Lisa M. Mills
Notary Public

My Commission Expires: 5-14-21



LISA M. MILLS
My Commission Expires
May 14, 2021
St. Charles County
Commission #13406847



EXHIBIT B
TO THE DECLARATION OF
RESTRICTIONS AND COVENANTS OF MILL CREEK

Installation Preference Checklist

Any satellite dish or similar device shall be installed in such a manner that it is placed in the most preferable location considering the three factors of Location, Height, and Screening, with the first listed placement under each category being the most preferable. Each prior preference shall be eliminated in sequence regarding whether it will allow for the provision of an acceptable signal prior to considering placement of the device within the next listed preference. Consideration of each element shall be signified by marking either "Acceptable Signal" or "Unacceptable Signal."

Preference Description	Acceptable Signal	Unacceptable Signal
A. Location.		
1. Placement within 5 feet of the rearmost corner of the home on the rear wall of the home	_____	_____
2. Placement within 10 feet of the rearmost corner of the home on the rear wall	_____	_____
3. Placement at the next closest distance from the rearmost corner of the home on the rear wall	_____	_____
4. Placement within 5 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
5. Placement within 10 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
6. Placement on the next closest distance from the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
B. Height.		
1. Placement within 3 feet from the ground	_____	_____
2. Placement within 4 feet from the ground	_____	_____
3. Placement under an eave of the home	_____	_____
C. Screening.		
1. Concealment of the device by shrubbery or other natural landscaping elements otherwise allowable within the restrictions of the development	_____	_____
2. Concealment of the device by an opaque surface such	_____	_____



as a wall or fence otherwise allowable within the restrictions of the development

3. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development _____

4. Concealment of the device by the individual characteristics or location of the Property within the development _____

3



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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD \$27.00

File #: _____

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: **SPECIAL WARRANTY DEED**

Date: December 11, 2017

Grantor: Mill Creek, LLC
Addresses: 410 Crestview Drive, O'Fallon, Missouri 63366

Grantee: Mill Creek Homeowners Association, Inc.
Address: c/o William Levinson, 1000 Executive Parkway, Suite 106, St. Louis, Missouri 63141

Legal Description: All of the property shown and labeled as common ground including, without limitation, "Common Ground A and Detention Area Easement" and "Subdivision Monument Easement" designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area" in that certain plat for Mill Creek recorded in Plat Book 49, Page 378 of the St. Charles County Recorder of Deeds (the "Property").

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and entered into this 11 day of December, 2017, by and between Mill Creek, LLC, a Missouri limited liability company having an address of 410 Crestview Drive, O'Fallon, Missouri 63366 (the "Grantor") Mill Creek Homeowners Association, Inc., a Missouri not-for-profit corporation having an address of 1000 Executive Parkway, Suite 106, St. Louis, Missouri 63141 of the County of St. Louis, State of Missouri (the "Grantee").

WITNESSETH: That the said Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents bargain, sell, convey, and confirm unto the said Grantee the real estate situated in the County of St. Charles and State of Missouri, to-wit:

All of the property shown and labeled as common ground including, without limitation, "Common Ground A and Detention Area Easement" and "Subdivision Monument Easement" designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area" in that certain plat for Mill Creek recorded in Plat Book 49, Page 378 of the St. Charles County Recorder of Deeds (the "Property").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and said Grantee's successors, and assigns forever, subject to all easements, covenants, declarations, restrictions, conditions, and matters that may be of record, including, without limitation, that certain Declaration of Covenants, Conditions, Easements and Restrictions for Mill Creek, as amended from time to time, recorded in of even date herewith in Book 49 Page 378 of the St. Charles County Recorder of Deeds office (the "Declaration") and matters that would be disclosed by survey.

The said Grantor hereby covenants that said Grantor and said Grantor's successors and assigns shall and will warrant and defend the title to the premises unto the said Grantee and said Grantee's successors and assigns forever against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however: (i) general taxes for the year 2017 or thereafter, and (ii) all rights, easements, benefits, restrictions and reservations provided, set forth or reserved, in the Declaration, that provides without limitation that easements may be granted over, upon, or through the Common Ground and for certain rights and privileges in the Common Ground as to other owners, the Association, and Declarant as described therein. This conveyance is also subject to any and all Declarant, Developer, or Builder rights available to Grantor under the Declaration, whether or not Grantor meets the definition of such term which Grantor expressly reserves.

SIGNATURE PAGE FOLLOWS



Bk: DE6851 Pg: 874

IN WITNESS WHEREOF, the said Grantor has executed these presents the 11 day of December, 2017.

GRANTOR

Mill Creek, LLC

By: [Signature]

Print Name: Debbie Halay

Title: member

State of Missouri)
) SS
County of St. Charles)

On this 8th day of December, in the year 2017, before me, a Notary Public in and for said state, personally appeared Debbie Halay, who is the Member of Mill Creek, LLC, known to me to be the person who executed the within Special Warranty Deed on behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

[Signature]
Notary Public

My term expires: 5-14-21



LISA M. MILLS
My Commission Expires
May 14, 2021
St. Charles County
Commission #13406847