
(Space Reserved for Recorder of Deeds)

COVENANTS AND RESTRICTIONS OF LEGACY ESTATES

These Covenants have been declared and entered into this ___ day of _____, 2026, by The John Gorse Revocable Living Trust u/t/a December 21, 1995, or its successors or assigns, also referred to as "Developer" and Grantor, herein. The real estate presently owned by the Developer or acquired in the future that is contiguous with the lands described herein on Schedule A are subject to the Covenants and Restrictions set forth herein as well as all modifications and amendments that may be declared in the future.

1. The real estate described on Schedule A that has been developed or offered for sale for development is subject to the Covenants and Restrictions set forth herein for residential real estate or subject to Covenants and Restrictions that may be declared in future development of land that is contiguous to the present development or is acquired at a later time by the Developer or it's successors and assigns.

2. Single Family Residential Use: The use for the lot will be single family residential. The setback line from the access roadway may vary per lot due to the variable terrain of the lot but will be no less than what is required for front setback line by the City of Farmington on residential lots, and utility easements of 15 feet along the side and rear lot lines.

3. Temporary construction easement: The Seller reserves a temporary easement 20 feet wide along the roadway until such time as a residence is completely constructed on the lot.

4. Construction requirements:

a. Minimum square feet of livable floor space, not including garage, porches or basement, is 1,700 square feet.

b. The residence and detached buildings will be constructed of new material, roof shall be metal or composite shingles. Siding shall be factory finished metal and accent materials for the outside of the buildings may be stone, brick, or other architectural materials.

c. Utilities shall installed underground from the road to the residence and detached buildings.

d. Septic and sewage treatment equipment and drainfield must be approved by the Missouri Department of Natural Resources and if any lot is within the city limits of the City of Farmington at the time construction commences on the lot, then compliance with City Planning and Zoning is required.

e. All water wells must comply with requirements of the Missouri Department of Natural Resources.

f. Exterior construction of the residence must be completed within 24 months after construction starts. An extension may be granted by the developer of Legacy Estates.

5. Restrictions: Restrictions may vary lot to lot depending upon the terrain and useable area of land.

a. Pets are to be kept and maintained within the boundaries of the lots, with no more than four (4) domestic pets per residence. The only livestock that is allowed is equine and the number depends upon the size of the lot.

b. Fencing may be vinyl or chain link as needed for children, pets, and equine livestock. Livestock corral may be wooden fencing if maintained in good condition.

c. All lot owners will arrange for trash pick-up. Burning of trash on any lot is not allowed, nor shall garbage or trash be buried on any lot. Lot owners may burn brush and yard and lawn waste on the lot provided precautions are taken to minimize risk of a fire getting out of control.

d. No illegal activities are permitted on any lot and no owner shall create a nuisance for any other lot owner

e. No open trash, garbage, hazardous materials, waste, junk, non-operational vehicles, or junk or refuse, may be stored, or left in the open, on any lot that violates the County codes or if in the City limits, the City codes.

f. No small animal breeding business may be operated on the property. Small business contained in the residence that does not create more than normal residential traffic to and from the property is allowed.

g. The lots shall be kept mowed and shrubs trimmed shall be kept mowed and landscaped from the access road right of way to a point that is _____ feet from said right of way.

h. Restrictions may vary from residential lot to residential lot depending upon the terrain and useable area of land.

6. Right of First Refusal. The Seller reserves a right of first refusal to purchase any vacant lot when a bonafide offer is made to the owner of the lot. The owner of the lot shall provide the Seller or its successor or assigns, with a copy of the purchase contract or written offer to purchase from a bonafide purchaser for value. Seller or its successor or assigns shall have 10 days to exercise its right of first refusal in writing, and 30 days thereafter to close the sale based upon the sale price in the offer. The right of first refusal to purchase the lot does not expire if the Seller or its successor or assigns does not exercise its right to purchase. The right of first refusal continues to be a right reserved by the Seller or its successor or assigns, so long as there is no residence built on the lot.

7. Home Owners Association: Although the Developer has to right to form the Home Owners' Association at any time, once 80% of the lots are sold in Legacy Estates, a majority of those owners may form a Home Owners' Association for the maintenance of the access roadway and they may petition the city or county, as the case may be, to accept the access roadway as a public street and provide maintenance for said roadway. Each lot has one vote to cast and must

provide the name of the voting owner for each lot at the time of such vote. In the event the City or County does not accept such street or access road, then and in that event, the owners may form a Home Owners' Association and through that association, the owners may take over the management of the portion of the access roadway that starts at the North boundary line of Oakridge Hills Subdivision and runs through Legacy Estates and adjoining lands owned by the Developer, The John Gorse Revocable Living Trust u/t/a December 21, 1995, or its successors or assigns. The Home Owners' Association may be abolished by a majority vote of the owners of lots in Legacy Estates in a similar manner.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri regardless of conflicts of laws.

9. Notices. Any notice required or permitted hereunder or other communication hereunder shall be in writing and shall be deemed to have been given: (i) upon the date and time of personal delivery to an owner, or by fax if delivered personally or email if such delivery can be substantiated, or (ii) upon the date of deposit in the mail if sent by United States mail, postage prepaid. All notices shall be addressed to the Developer, or Owner or Purchaser as circumstances warrant and may be at the addresses provided to the Developer or of public record in the Assessor's Office of St. Francois County, Mo. Either party may change the address to which notices are to be addressed by giving the other party notice in writing, postage paid, by U. S. Mail or by certified delivery thereof.

10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

11. Term: These restrictions and covenants shall be in effect for 20 years and may be amended from time to time by 75% of the owners subject to the covenants or some portion of such covenants. Once the restrictions and covenants are included in the initial conveyance of any lot in Legacy Estates, such restrictions and covenants shall run with the lot until such time as the restrictions and covenants expire without renewal. The restrictions and covenants may be renewed for an additional 10 year periods, but must be renewed within one year after the first 20 year period of these restrictive covenants has expired. If not renewed, the covenants are no longer in effect, except that no open trash, garbage, hazardous materials, waste, junk, non-operational vehicles, may be stored, or left in the open, nor animal breeding nor livestock, kept on any lot thereafter that violate the County codes or if in the City limits, the City codes.

12. Developer rights: The developer reserves the right to amend existing restrictive covenants or create additional restrictive covenants as needed to protect the integrity of the development. This right shall exist until 80% of the lots are sold in each phase of the development.

13. Assessments and Lien:

a. Until such time as the Owner's Association is formed, each lot owner shall pay an annual assessment not to exceed the sum of _____ Hundred Dollars (\$___00.00) per year per lot for the purposes of maintaining the Access Road. In the event any one owner shall own more than one

lot, the first lot shall be assessed at \$ ____.00 and each lot under common ownership thereafter shall be assessed at \$ ____.00. The assessment year shall run from July 1 to June 30 of the next year. The first year's assessment shall be prorated as of the date of initial purchase of the Subdivision lot. All annual assessments are due and payable in advance on July 1 of each and every year.

[OR as an alternative clause for determining assessment: " Until such time as the Owner's Association is formed, each lot owner shall pay an annual assessment not to exceed the sum of _____ Dollars (\$__00.00) per lineal foot of road frontage based upon the centerline of the access roadway and such assessment shall be due [July 1st] per lot each year for the purposes of maintaining the Access Road.]

b. The assessments provided for herein shall constitute a lien against the Property. The recordation of the Restrictive Covenants and Amendments thereto shall provide public notice of that the annual assessment to for every owner in Legacy Estates is owed and due and payable July 1 of each and every year.

c. Any assessment approved hereunder, and any lien to enforce same, shall be limited to a claim against the real estate of such owner who shall fail to pay and shall in no event create any personal liability as to such owner until such lien is reduced to judgment against the owner personally as rendered by a court of competent jurisdiction.

d. Any assessment levied shall be due and payable thirty (30) days after its approval as hereinabove set forth. An assessment levied in accordance with the provisions hereof shall be binding upon all of the owners of Lots in the Subdivision. In the event that said assessments are not paid as and when same are due, the person serving as secretary or treasurer of said meeting at which said assessment was duly approved shall no later than one hundred eighty (180) days after the notice of unpaid assessment is given in writing to the delinquent owner, the HOA may cause to be recorded in the Office of the Recorder of Deeds, St. Francois County, Missouri, a notice that said assessment is due and owing, which notice shall recite the time and place of meeting, that a quorum was present, the amount of the assessment so voted upon at said meeting, the name of the person or persons who have failed to pay said assessment, the description of the property of said persons, and that the persons signing said statement was duly elected as treasurer or secretary of said meeting. In addition the chairman, secretary and/or treasurer as selected as said meeting or any other owner of a lot in the Subdivision may, on their own behalf and on behalf of other owners of lots in the Subdivision bring suit against any owner who shall fail to pay said assessment. In the event that no such suit is filed within three (3) years after the date of filing of any statement in the Office of the Recorder of Deeds, St. Francois County, Missouri, then and in such event, the notice recorded shall lapse.

e. In the event that a suit is filed to enforce the lien as hereinabove provided, then the owner against whom such lien is sought shall pay all reasonable attorney's fees incurred in connection with the prosecution of said lien, as approved by a court of competent jurisdiction. Said attorney's fees shall be added to the amount of the lien upon judgment to enforce same. Upon a judgment to enforce lien, a court of competent jurisdiction may order sale of the property of any owner against whom a lien is sought, as provided by law.

f. Any lien established by court action under these covenants shall not be in violation of or considered to be "a non-consensual lien" under 428.105 - 428.135 R.S.Mo.

STATE OF MISSOURI)
) **ss.**
COUNTY OF ST. FRANCOIS)

On this ____ day of March, 2026, before me personally appeared

whose identity has been proven to me through government issued identification documents to be the person(s) who appears before me each signed he preceding document in my presence and represented to me that they are authorized to sign this documents as Trustee of the named Trust.

IN WITNESS WHEREOF, I have set my hand and seal the day and year first above stated.

My term expires:

_____ Notary Public