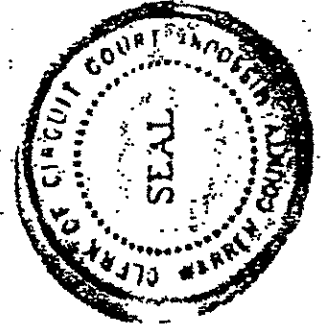


RECORDED AND INDEXED

03820

STATE OF MISSOURI  
 County of Warren  
 I hereby certify that this instrument was  
 FILED FOR RECORD  
 on May 3, 2006  
 at 10 o'clock 45 min A.M. and is  
 recorded in Book 1385 Page 132  
 JERRI JORDAN  
 Ex-Officio Recorder of Deeds  
 By Delia L. Engeman  
 Deputy Recorder UG



DOCUMENT TYPE	DEED OF DEDICATION, RESTRICTIONS, AND PROTECTIVE COVENANTS
DATE OF DOCUMENT	May 2, 2006
NAME OF SUBDIVISION	FALCON'S CREST (ALL PLATS)
COUNTY LOCATOR #	#4-09-30-1
PROPERTY ADDRESS	LOCATED AT THE WEST END OF STUERMAN ROAD OFF OF HWY H
CITY/MUNICIPALITY	CITY OF WRIGHT CITY
LEGAL DESCRIPTION	TRACTS OF LAND BEING PART OF THE EAST HALF OF THE SW QUARTER OF SECTION 19 TOWNSHIP 47 NORTH, RANGE 1 WEST, WARREN COUNTY, MISSOURI.
Grantor	Larry Terbrock
Grantee	Falcons Crest Homeowners Assoc.

May 2, 2006

Falcons Crest

NOTE:  
 signed BY Terbrock  
 PR still owns -  
 requirement to be re-rec

DEED OF DEDICATION, RESTRICTIONS, AND PROTECTIVE COVENANTS

FOR

FALCON'S CREST, ALL PLATS

A Subdivision in the County of Warren

Larry Terbrock Construction Company Inc., a Missouri corporation, as owner of all the land, lots, and parcels of real estate in Falcon's Crest, a Subdivision in the City of Wright City, Missouri, a plat of said Subdivision being recorded in the office of the Recorder of Deeds, City of Wright City Missouri, does hereby declare and impose the following conditions, restrictions, covenants, and limitations on the land, lots and parcels of real estate located in said Subdivision to-wit:

1. All streets, roadways, all rounding and intersections thereof designated upon, and as shown and indicated on the plat of said Subdivision are hereby dedicated so the public authority of the utility company, its successors and assigns, for the purpose of installing and maintaining public utilities, and for sewer drainage purposes.
2. The building lines as shown and indicated on the recorded plat of said Subdivision are hereby established.
3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories, and not to exceed thirty-five (35) feet in height, and a private enclosed garage for a minimum of two cars, and one utility building having not more than 144 square feet of floor space, built according to plans and specifications submitted and approved by the Board of Trustees. Any utility building measuring more than 120 square feet requires a building permit from the City of Wright City Building Department in addition to the approval by the Board of Trustees.
4. No business activity shall be permitted upon any lot unless a home occupations license has been issued by the City of Wright City Planning and Zoning Department.
5. No fence or wall shall be erected or placed on any lot more than seventy-two (72) inches in height. All fences must be constructed of new wood or vinyl. No fence shall extend beyond the rear corner of house or garage. All fencing is to be constructed and maintained in a sightly manner. Under no circumstances shall chain link fences be permitted.
6. No basketball backboards, goalposts, tetherball, or other permanent sporting equipment shall be affixed in the front of the garage or dwelling facing the

street. Satellite dish to be placed in the rear of dwelling only. Diameter of satellite dish not to exceed eighteen (18) inches. No outside television or radio antennas shall be erected, installed, or maintained on any lot or structure on lot. No permanent exterior clothes lines shall be erected, installed, or maintained on any lot or any structure on lot.

7. Any above ground pool shall be constructed according to plans and specifications submitted and approved by the Board of Trustees, in addition to a copy of a building permit from the City of Wright City Building Department. All above ground pools must be surrounded by decking and fencing and maintained in a sightly manner.
8. The ground floor area of the main structure, exclusive on one-story open porches, attached garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of a two-story and not less than 1,200 square feet for the main living area of a split-foyer or a tri-level.
9. No building shall be located on any lot closer to the front line or closer to the side line than the minimum building set back lines shown on the recorded plat. No residential building or garage shall be located closer than seven (10) feet to an interior line. No detached garage shall be permitted upon a lot; any utility building shall be located to the rear of the dwelling house. The depth of the rear yard side back line shall be twenty-five (15) feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot. In the event that a front yard, side yard, or rear yard building set back lines established in this paragraph are at variance with the lawfully established set back lines established by the City of Wright City, Missouri, prior to the commencement or construction of a building on a particular lot, then the restrictions or regulation which provides for a greater set back shall apply. Larry Terbrock Construction Company Inc., reserves the right, until all lots are sold by it, to waive minor infractions and violations of the building set back and side lines in order to avoid cases of hardship created by a mistake. In addition, set back variances must be approved by the City of Wright City Board of Adjustment.
10. No lot shall be re-subdivided into, nor shall any dwelling be erected on any lot having a width of less than seventy-five (75) feet a minimum building set back lines. In the event that any person or persons shall own two or more adjoining lots, such as owner or owners shall be considered to have complied

with the side yard restrictions in this deed set out as long as any residential building or garage erected or maintained by such lot owner or owners be not closer than seven (10) feet to the side lines of any lot.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
12. No sign of any kind shall be displayed to the public view on any lot, except one sign not more than five (5) square feet advertising the property for sale, or signs used by a builder or developer to advertise the property during the construction or sales periods.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pet may be kept, provided that they are not bred, or maintained for any commercial purpose, and provided that such pets shall not exceed two (2) in number at any time. Any outside dog house must be built and maintained to avoid a nuisance to neighbors or joining property owners.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. The sanitary containers are to be placed outside only on the day of the week upon which regularly scheduled collection of trash in the area is to take place. Construction materials are refuse and are acceptable at time of construction.
15. All water and sewage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the Subdivision, and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected, or maintained upon any lot, except that any such structure customarily used by a builder may be erected or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used temporarily or permanently as a place of residence.
16. No fence, wall, hedge, or shrub planting which obstructs side lines at elevations above three (3) feet above the roadways shall be placed or permitted to remain upon any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property

corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance or such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Outside exterior walls of all structures shall be constructed of either woods, (including exterior hardboard) vinyl, aluminum, steel, brick, rock, or stone, slightly and of good workmanship, and if the exterior is to be of wood, the same shall be painted or stained. The uses of any other materials for outside exterior walls shall not be permitted without having first obtained the written and recorded consent of Larry Terbrock Construction Company Inc., a Missouri Corporation, or its successors, which consent will be required until all lots have been sold by it; thereafter, the requirement shall become absolute. All outside exterior walls, or any structure, shall be completely finished within ninety (90) days after the footing or foundation of any structure has been completed.
18. No tank, bottle, or container for the storage of fuel shall be erected, placed, or permitted on any lot. A gas grill for outdoor cooking is permitted.
19. All private driveways leading from the street to any garage on any lot shall be paved with concrete at least sixteen (16) feet wide.
20. No commercial vehicles, boats, boat trailers, campers, trailers of every other description, or recreational vehicles such as a travel home or travel trailer shall be permitted to be parked or stored on any street or lot unless they are parked or stored in an enclosed garage. This prohibition of parking shall not apply to temporary parking of trucks or commercial vehicles, such as for pick-up, delivery, and other commercial services for a period not to exceed time reasonably necessary for the driver of the vehicle to perform business functions to which the commercial vehicle relates. A pick-up truck or van type cannot be classified as a commercial vehicle when it is used only for private use.
21. No repair or maintenance work shall be done or preformed on any motor vehicle, any boat trailer, and machinery of equipment generally used in construction or road business or trade, unless the building business or maintenance work shall be preformed in an enclosed garage. Washing and waxing of motor vehicles shall not be considered maintenance work. No wrecked, inoperative, or salvage motor vehicle, or parts thereof, shall be kept, parked, or stored upon any lot unless same be within an enclosed garage.

22. For the purpose of formulating rules and regulations to be kept and observed, by the owners of all lots in said Subdivision, and for the purpose of keeping and maintaining such recreational or park area as may hereafter be acquired for the use of the owners of the lots in this Subdivision, there shall be created a Not For Profit Corporation of which the owners of each lot shall be members and entitled to a vote at its meetings, of which its Board of Directors shall be comprised of three members and said corporation its herby and shall be invited with the authority and the power to enforce these restrictions and covenants; also to formulate, subject to approval of the majority owners of the lots present at any annual or special meeting, such other rules and regulations as may be consistent with the administration of the affairs of this Subdivision. The members if the Board of Directors of such Corporation must be at all times be the owners of a lot or lots in the said Falcon's Crest, except that LAWRENCE M. TERBROCK, SHARON A. TERBROCK, or JACKIE L. TERBROCK, may be directors thereof, and the said Corporation shall perfect its own organization as to the time and place of the meetings. One of the specific powers conferred upon the Corporation will be levy an assessment of \$100.00 per year, per lot against each lot, payable on the first day of January, of each year commencing with January 1, 2006, for the purpose of securing funds for erecting, constructing, and maintaining any common areas, easements, sewers, detention areas, street lights, and parkways in said Subdivision, or such as may directly lead thereto, and of such recreational areas as may be hereafter acquired, or any expenses incurred by the Corporation. If the Corporation determines that \$100.00 per year, per lot, shall not be sufficient, a majority of the owners of the lots in the attendance at any annual or special meeting may increase the annual assessments not to be more than a total of \$125.00 per lot, per year, for a two (2) year period, and all of the lot owners may participate in the business for the Subdivision at each annual or special meeting. The owners of each lot shall be entitled to one (1) vote and the owners of lots, either in person, or by written proxy, may cast the vote for say lot, any lot either in whole or fractional vote, depending on the interest owned represented by the person so casting the vote; however, one spouse may represent the other at such meeting, and authority to do so in writing shall be necessary. The Corporation shall make no reasonable rules pertaining to the holding and calling of such annual or special meetings and providing for the notice thereof. No assessments, however, shall be levied against Larry Terbrock Construction Company Inc., for any lot or lots in said Subdivision which it may now own.
23. In the event that the owner or owners of any lot or lots in the Subdivision shall fail or refuse to pay any sum to be paid under this covenant of restriction or any lawful assessment levied as hereinbefore provided for

within sixty (60) days after the same shall become due and payable, then the said Corporation may at any time, within one (1) year thereafter, obtain and have a lien against all real estate property in this Subdivision owned by such person or persons so failing to pay such sums or assessments, for the amount of such sum plus all legal fees and late charges of fourteen (14) percent interest on the assessment then unpaid and due, provided that the said Corporation shall record in the office of the Recorder of Deeds, in the City of Wright City, and the state of Missouri, a lien notice, provided however that no such lien notice shall take priority over any mortgage or any Deed of Trust placed on any such lot prior to the recording of such lien notice by the Corporation. In the event of any continued violation of any provisions, conditions, restrictions, or covenants herein contained after five (5) days written notice by the Corporation, or the owners of five (5) lots in said Subdivision, to any one of the owners of any lot which notice shall be deemed delivered if duty posted in the mail addressed to the last known address of such owner as shown by the recorder of the Corporation, the Corporation or any five (5) such owners of lots in the Subdivision may either institute suit to collect the amount due of same be an assessment or the amount reasonable anticipated as necessary to correct any such defects or violation, or the Corporation through its agents may make such repairs and alterations, or do such work as is reasonably deemed necessary, and then institute legal proceeding against any or all persons holding and beneficial interest in such lot to collect the costs of such repairs and alterations from the owner or owners of such lot.

24. All lots in this Subdivision shall be residential lots only. The owners of all lots in this Subdivision shall maintain same in a neat and sightly condition and shall keep weeds, grass, and undergrowth thereon cut so that same do not become unsightly or obnoxious to the owners of other lots.
25. The easements and roadways designated upon the plat of this Subdivision are hereby dedicated to the use of owners of lots in said Subdivision and the Corporation in further authorized to grant to public utilities and public use the right to the easements and roadways designated upon the plat of this Subdivision.
26. Until such time as the Not For Profit Corporation is formed, Larry Terbrock Construction Company Inc., is hereby designated and authorized to perform and carry out the duties and functions enjoining upon the Corporation mentioned in these restrictions and said Larry Terbrock Construction Company Inc., is hereby authorized to assign its rights in this respect to such Not For Profit Corporation.

27. The said Larry Terbrock Construction Company Inc., reserves for itself, its successors and assigns, and their tenants, invitees and licensees, the right to use the roads, drives, sewers, and utility easements in said Subdivision in common and jointly with the owners of lots, in said Subdivision, and assignment or transfer may be made either in total or in numerous parts, provided however, that in the event of the assignment of the right to use such roads, drives, and sewers for the benefit of any adjacent tract or parcel of land, the Corporation and Larry Terbrock Construction Company Inc., shall determine the equitable maintenance and use cost which shall be paid by the owner or owners of each dwelling house erected on such adjacent tracts or parcels of land for the privilege of using said drives and sewers, but in the event such assessments exceed the assessment levied by the Corporation against the sewers in said Falcon's Crest.

28. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument signed by the owners of a majority of the lots has been recorded agreeing to amend or change said restrictions and covenants; in whole or in part.

29. Any person or persons violating or attempting to violate the covenant, restriction, condition, or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation and or to recover damages therefore; any failure to enforce any covenants, condition, restriction, or limitation contained herein shall not act or nor constitute a waiver of and subsequent breach thereof; in any successful action to enjoin or recover damages the persons bringing such action shall be entitled to recover reasonable attorney's fees.

30. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in force and effect.



IN WITNESS WHEREOF, LARRY TERBROCK CONSTRUCTION COMPANY  
INC., A Missouri Corporation, has caused these presents to be executed this 10<sup>th</sup>  
day of March 2006.

LARRY TERBROCK CONSTRUCTION COMPANY INC.,

By: *Lawrence M. Terbrock*  
Lawrence M. Terbrock, President

STATE OF MISSOURI  
COUNTY OF ST. CHARLES

On this 10<sup>th</sup> day of March 2006, before me appeared Lawrence  
M. Terbrock, to me personally known and who being by me duly sworn, did say  
that he is the president of LARRY TERBROCK CONSTRUCTION COMPANY  
INC., a corporation of the State of Missouri, and that the seal affixed to the  
foregoing instrument is the corporate seal of the said Corporation and that  
instrument was signed and sealed in behalf of said Corporation by authority of its  
Board of Directors; and said Lawrence M. Terbrock acknowledge said instrument  
to be the free act and deed of said corporation.

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

*Kathleen Hallemann*



KATHLEEN HALLEMANN  
My Commission Expires  
December 23, 2009  
St. Charles County  
Commission #05439429