

**RESTATED DEED OF DEDICATION, RESTRICTIONS, AND PROTECTIVE
COVENANTS FOR FALCON'S CREST, ALL PLATS
A Subdivision in Warren County**

This Restated Deed of Dedication, Restrictions, and Protective Covenants for Falcon's Crest (the "Restatement") is hereby made by and between the Falcon's Crest Homeowners Association, a Missouri nonprofit corporation and the lot owners of Falcon's Crest, a Subdivision in Warren County, Missouri (the "Subdivision").

WITNESSETH:

Whereas, the original Deed of Dedication, Restrictions, and Protective Covenants for Falcon's Crest (hereinafter "Deed of Dedication") was recorded May 3, 2006 in Book 1385, Page 132 of the Warren County Recorder of Deeds records imposing the terms of the Deed of Dedication on real property legally described as "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" and further described in Plat Book __, Page(s) ____; and

Whereas the Deed of Dedication, and the restrictions and covenants contained therein, may be amended or changed, in whole or in part, by an instrument signed by the owners of a majority of the lots and then recorded in the records of the Warren County Recorder of Deeds, pursuant to Section 28 of the Deed of Dedication; and

WHEREAS, it is the purpose and intention of this Restatement to replace the Deed of Declaration to revise, update and generally improve the Deed of Declaration; and, to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by adopting a scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel but also in favor of or against said parcel as against or in favor of all other parcels within said areas in the hands of the present or subsequent Owners thereof, and mutually to benefit, guard, and restrict present or future title holders of any or all of said parcels and to foster the health, welfare, safety, and morals of all who own or reside in said areas; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several Lots covered by this instrument.

NOW, THEREFORE, in consideration of the recitals hereto and of the mutual promises, covenants, and agreements made by the Lot Owners to each other, the parties hereto covenant and agree to and with each other, for themselves, and their successors and assigns, and for and upon behalf of all Persons who may hereafter derive title to or otherwise hold through them, their successors or assigns, any of the Lots and parcels of land subject to the Deed of Declaration, as follows:

ARTICLE I

DEFINITIONS

1. **“Association”** means the Falcon’s Crest Homeowners Association and its successors and assigns, which may be organized as a Missouri nonprofit corporation by virtue of filing Articles of Incorporation (“Articles”) with the Missouri Secretary of State.
2. **“Board of Directors” or “Board”** means the body designated to act on behalf of the Association comprised of duly elected or appointed Directors.
3. **“Common Expenses”** means expenses or financial liabilities of the Association, including reasonable reserves as may be established by the Association.
4. **“Common Ground” or “Common Property” or “Common Area”** means all the common areas depicted on the Plats as being Common Ground of the Subdivision and easements or other property rights held and operated by the Association for the common use, enjoyment and benefit of Owners and residents of the Subdivision. These three terms may be used interchangeably and are not intended to have separate meanings.
5. **“Effective Date”** means the effective date of this Restatement, which shall be the date of recordation by the Warren County Recorder’s Office.
6. **“Governing Documents”** means the Restated Deed of Dedication, Restrictions, and Protective Covenants for Falcon’s Crest, the Plats, Articles of Incorporation, By-Laws, and Rules, as may be amended from time to time.
7. **“Lot”** means and refers to the subdivided parcels of land shown on the record Plat of the Falcon’s Crest subdivision, presently 148 in total, excepting the Common Property.
8. **“Lot Owner” or “Owner”** means and refers to the owner or owners of record, whether one or more Persons or entities of the fee simple title to a Lot but shall not mean or refer to a Mortgagee unless and until such Mortgagee acquires fee simple title to a Lot.
9. **“Member”** means a Lot Owner or the duly designated representative of a Lot Owner.
10. **“Member in Good Standing”** means and refers to a Member that is neither delinquent in the payment of assessments, fines, fees or other charges due the Association nor the subject of an unresolved violation notice. An Owner who is not a Member in Good Standing may not vote on any Association matter nor serve as a Director or Officer of the Association. An Owner not considered a Member in Good Standing shall not be counted for the purposes of a quorum at any meeting of the Members.

11. **“Nonprofit Corporation Act or NCA”** refers to the Missouri Nonprofit Corporation Act, Chapter 355, Revised Statutes of Missouri.
12. **“Person(s)”** means an individual, corporation, limited liability company, partnership, trust or other legal entity capable of holding title to a Lot.
13. **“Plat”** means and refers to one or more of Falcon’s Crest Plat as filed for record with the Warren County Recorder’s office.
14. **“Property”** means and refers to the entire Falcon’s Crest subdivision property, including all Lots and Common Property as depicted and legally described on the Plats and on Exhibit A attached to this Restatement.
15. **“Restatement or Restatement of Declaration”** means this Restatement of Declaration of Restrictions and Protective Covenants of Falcon’s Crest, as may be amended from time to time.
16. **“Single-Family Dwelling”** means and refers to a residential building constructed on a Lot intended for use as a single dwelling unit and inhabited by one Family.
17. **“Subdivision”** means the Falcon’s Crest Subdivision as established by the Deed of Declaration and Plat, including without limitation all Lots, Common Property, Easements and Dedications.

ARTICLE II

ASSOCIATION OF LOT OWNERS

1. **Creation, Name.** There shall be a homeowners’ association, the name of which shall be “Falcon’s Crest Homeowners Association” (“Association”). The Association may be organized as a Missouri nonprofit corporation under the NCA. In the event the Association is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.
2. **Ratification of Incorporation of Association.** The Falcon’s Crest Homeowners Association was created as a Missouri nonprofit corporation under the NCA by the filing of articles of incorporation with the Missouri Secretary of State on October 20, 2020. The corporate charter number is N01420634. No vote of Lot Owners to approve incorporation was taken preceding the filing of the articles of incorporation. By approval of this Restatement of Declaration, the Lot Owners hereby ratify the decision to incorporate the Association in 2020 as a Missouri nonprofit corporation and all subsequent actions taken by, or in the name of, Falcon’s Crest Homeowners Association, on behalf of the Subdivision and Lot Owners from October 21, 2020 to the Effective Date of this Restatement of Declaration. The Lot Owners further hereby approve conveyance of all Falcon’s Crest Subdivision Common Ground from the Directors to

the Association and continued operation of the Association as a Missouri nonprofit corporation from the Effective Date of this Restatement of Declaration forward.

3. **Membership.** Each Lot Owner is automatically a Member of the Association by virtue of record ownership of a Lot. Membership at all times shall consist exclusively of all of the Lot Owners.
4. **Authority.** No Lot Owner, except an Officer of the Board, shall have authority to act for the Association, unless expressly authorized in writing by the Board.
5. **Board of Directors.** There shall be a Board of Directors (“Board”) which shall act on behalf of the Association in all matters except as expressly limited by the Governing Documents. The Board of Directors shall be deemed to be the board of directors under the NCA so long as the Association is incorporated as a nonprofit corporation.

ARTICLE III

BOARD OF DIRECTORS

1. **Board of Directors.** The Board of Directors shall consist of three (3) members. The Board members shall hold staggered terms of office. Each elected Board member shall serve a term of three (3) years.
2. **Qualifications.** Only a natural person(s) at least 18 years old who is a record owner of a Lot directly or is a designated representative of an entity owning a Lot, who is current in all payments to the Subdivision and not in violation of this Restatement, may serve on the Board of Directors. Should a Board member be unable to serve or resign or abandon the position or move from the Subdivision or be in default on Subdivision payments or be convicted of a felony or have misdealt with community funds or have more than three unexcused absences from meetings, the position shall be declared vacant and the remaining Board members shall appoint a person to serve for the remainder of the vacated term.
3. **Election Of Board Members.** The Board has staggered terms, so that at each annual meeting, one Board position is up for election and on the ballot for a 3-year term. Notice of the annual meeting and election shall go out to all Owners at least 60 days prior to the meeting date.
 - 3.1. Candidates for the Board shall file a notice of candidacy with the Board no later than thirty days before the election. If there is no candidate for the vacant position, the Board shall appoint a homeowner to fill the vacancy for the whole term. Candidates shall be listed on the ballot in the order notices of candidacy are filed.
 - 3.2. Candidates will be given fair opportunity to speak before the vote. Owners may vote in person at the annual meeting or by Subdivision-issued absentee ballot. The candidate receiving the most votes shall be elected. A tie will be broken by coin flip.

4. General Board Operation. The Board shall decide questions by majority vote, unless this Restatement requires more. Reasonable notice shall be given to all Board members of any meeting. Two members shall constitute a quorum for any meeting on due notice.

4.1. The Board shall be empowered to elect its own officers (president, secretary and treasurer) and set its general operating rules. The Board shall meet at least quarterly. The Board may conduct a portion of its meetings dealing with confidential personnel or legal questions in private executive session. Written minutes shall be made of all Board and Owners' meetings. Board meetings may be conducted by phone or virtually by computer internet or phone line connection where all members can hear one another, and be heard, simultaneously, so long as written minutes are maintained of the meeting.

5. Compensation Status. The Board members shall serve without compensation.

6. Ethical Standards. The Board members shall maintain high standards of integrity and dedication to the best interests of the community as fiduciaries in handling Subdivision resources and business. No Board member shall engage in self-dealing, nepotism or conflict of interest, and no Board member shall give contracts or benefits to himself/herself nor to any relative or business associate. Any Board member who has a personal interest or a potential conflict of interest in a Subdivision transaction shall disqualify himself/herself from voting on such matter. All Subdivision funds shall be used solely for Subdivision business and shall be honestly and faithfully accounted for.

7. Indemnification of Board. The Association shall indemnify and hold harmless the Board members from any liability incurred from their service in good faith or on advice of counsel as Board members, except for gross negligence or intentional misconduct. The Board shall be specifically insulated from individual liability for allegations of harm caused by failure to maintain common facilities properly. The Association shall indemnify and hold Directors harmless, including legal fees and costs of defense, from all such covered acts to the extent permitted by law.

8. Removal of a Board Member. By petition of Owners owning twenty percent (20%) of all the Lots in the Subdivision, the Owners may call for an election to remove a Board member prior to the expiration of the Board member's term. The meeting shall be held within 40 days after the receipt of the petition by the Board and the Owners shall be given 30 days prior written notice of the meeting. At the meeting fair opportunity shall be given for both sides to speak before the vote. If a majority of the Lots voting in person, vote to remove the Board member in question, then that Board member shall immediately cease holding office and a vacancy shall exist to be filled by a vote of the Lot Owners. If there is not a majority negative vote, then the Board member continues to serve for the remainder of the term.

ARTICLE IV
ASSOCIATION DUTIES AND POWERS

The Association, acting by and through the Board, except where otherwise expressly required or limited, shall have the following rights, powers, and authorities:

1. **Common Ground.** To acquire and to hold all “Common Ground” hereinabove referred to and hereafter conveyed to the Association for the purposes described in this Restatement.
2. **Easements and Infrastructure.** To exercise such control over the easements, streets, drives and roads (except for those easements, streets, and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, sidewalks, common land, walkways, rights of way, and pipes, as may be shown on the recorded plats of the Subdivision encumbered by this Restatement, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, drives, roads, common ground, walkways, rights of way, etc., by the necessary public utilities and other, including the right to them and others to whom they may grant permission to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and dwellings shown on the Plat. To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of Warren County, Missouri, but such easement or portion thereof may be abandoned only when the Board of Directors determines that it is in the best interest of the Subdivision that same be abandoned.
3. **Common Land Maintenance and Improvement.** To exercise control over, transfer or sell the Common Land as shown on the Plat; to pay real estate taxes and assessments on said Common Land, if any, out of the general assessment hereinafter provided for; to maintain and improve same with shrubbery, vegetation, decorations of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, recreation, entertainment, education and general use of the Lot Owners of said Subdivision all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions including reasonable fees and charges for the use of said Common Land and all improvements thereon, all for the benefit and use of the Lot Owners of Falcon’s Crest Subdivision.
4. **Street Dedication.** Publicly to dedicate any private streets constructed or to be constructed on said Common Land and, whenever such dedication would be accepted by a public agency, in the event the recorded plats do not provide for public use and maintenance.
5. **Eminent Domain.** In the event that it shall become necessary for any public agency to acquire all, or any part of the property herein conveyed to the Association for any public purpose, the Board is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by

eminent domain become necessary, only the Association need be named a party, and in any event the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Property, roads, or easements.

6. **Enforcement of Restrictions and Rules.** To prevent any infringement and to compel the performance of any restriction set out in this Restatement or established by law, and also any rules and regulations issued by the Board covering the use of the Common Land or Lots, or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed on his or her own behalf, but the power and authority herein granted to the Board is intended to be discretionary and not mandatory. The Board may impose reasonable monetary fines, pursuant to a schedule of fines to be established and revised from time to time by the Board, which shall constitute a lien upon the violator's Lot, and which shall also become the personal obligation of the Lot Owner.
7. **Lot Maintenance.** To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or property; and, to maintain and repair any improvements on neglected Lots, as reasonably determined in the discretion of the Board. In such cases the Board shall provide the Lot Owner written request for corrective action commencing within not less than thirty days and completed within a reasonable period of time after commencement. If the Lot Owner fails to comply with the request within a reasonable time, the Board may perform the corrective action and the Owner may be charged with the reasonable expenses so incurred which shall also constitute a lien upon the Lot in favor of the Association, enforceable in the same manner as an assessment lien hereunder. The Board or its agents or employees shall not be deemed guilty or liable for any manner of trespass or any other act for any such injury, abatement, removal, or planting.
8. **Architectural Control and Approval.** To consider, approve or reject any and all plans and specifications or any and all buildings or structures, fences and exterior improvements proposed for construction and erection on a Lot, or proposed additions to such buildings, or alterations in the external appearance of buildings already constructed. It being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, or other structures may be erected or structurally altered on any Lot without prior written approval of the Directors of the plans and specifications and the grade proposed.
9. **Public Health and Safety Services.** The Directors may, but shall not be required to, provide the Subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, welfare and morals of property and assume contracts for such purposes covering such periods of time as the Directors may consider advisable.

10. **Administration of Property.** The Directors may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned in this Restatement, any gift, grant, conveyance or donation of money or real or personal property.
11. **Contracts, Hiring and Litigation.** The Directors in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Restatement, may from time to time enter into contracts, employ agents, attorneys, accountants, servants, clerks, other employees and labor as they deem necessary or advisable, and may institute and prosecute such suits as the Directors deem necessary or advisable, and defend suits brought against the Association or the Board Members in their capacity as Directors, or against the Association's agents and employees.
12. **Public Benefit Lighting and Maintenance.** At the discretion of the Board, in the interest of the health, welfare, safety and morals of the Lot Owners and residents now or in the future subject to this Restatement, and provided that same is not prohibited by law or Federal, State, or County or Municipal Regulation, the Board shall have the right and power:
 - 12.1. To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim, and protect trees, shrubbery, and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety, and morals within the Property subject to this Restatement;
 - 12.2. To exercise control over easements, drives, trail systems, walkways and rights-of-way (except those dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and ensure their proper use by the necessary public utilities and others, including the right to construct, operate and maintain on, under and over said easements, drives, trail systems, walkways and rights-of-ways, street lights sewers, pipes, poles, wires, and other facilities and public utilities for service to the Lots, and to establish traffic regulations for use of streets, drives and walkways.
 - 12.3. To operate and maintain storm water control easements and facilities serving any portion of the Property which have not been accepted for maintenance by a Lot Owner or appropriate public body, agency or utility company.
 - 12.4. To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery, and vegetation within any right-of-way, to decorate the entranceway to the Subdivision by appropriate landscaping or sign or in such other manner as the Board deems appropriate.

13. **Operation and Maintenance of Common Property.** The right and power to establish, operate, conduct, regulate, maintain and repair such Common Property, buildings, and facilities as may exist or be established on the Property subject to this Restatement; to make rules and regulations, not inconsistent with the law and this Restatement, for the use and operation of the Common Property and in every and all respects govern the operation, functioning, and government of the Common Property.
14. **Finances.** Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for Association expenses. The Board shall deposit all Association funds in an account protected and insured by the Federal Deposit Insurance Corporation. The Board shall prepare and publish to the Owners an accurate statement of the financial condition of the Association including a reconciliation report of all income and expenses for the preceding fiscal year. The Board may impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Restatement, Bylaws, or Rules and Regulations of the Association.
15. **Liabilities, Insurance and Loans.** The Board shall have the full and unqualified right, power, and authority concerning all of the property, real, personal or mixed, owned by the Association to:
 - 15.1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board's powers and duties hereunder including the construction of improvements.
 - 15.2. Purchase insurance against all risks, casualties and liabilities of every nature and description including, but not limited to, general liability, property damage, officers and director's liability and fidelity coverages.
 - 15.3. To borrow money against, encumber, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on against the Association's property, real or personal.
 - 15.4. To make all types of permanent, temporary, construction or other loans.
 - 15.5. To use, handle, manage, control, operate, hold, deal in the Association's real and personal property, limited only as provided in this Restatement or by law.
16. **Variances.** To grant variances from the provisions of this Restatement where, in the sole discretion of the Board, due cause therefore is demonstrated.
17. **Nonprofit Corporations Act.** The Board shall have all powers and duties authorized under the NCA.

18. **Action of Board of Directors.** All rights, powers, duties, privileges and acts of every nature and description conferred upon the Board of Directors by this Restatement or the By-laws may be exercised and executed by a majority of the Directors unless otherwise provided herein.
19. **Compliance with Local Laws.** Notwithstanding any other provisions of this Restatement, the Board shall comply with all subdivision and other ordinances, rules and regulations of Warren County and the City of Wright City, Missouri. The Board shall make provision for maintenance and operation of all streetlights, roadways, storm water facilities and easements not otherwise accepted by a public entity or utility.
20. **Licensing.** The Board may enter licensing agreements with commercial entities for management and operation of any portion of the Common Properties, including without limitation, recreational facilities and related concessions, all for the benefit of the Owners and residents of the Subdivision.
21. **Entrance Monuments.** The Board, upon required governmental approval, may erect ornamental entrance monuments to the Subdivision. Such monuments shall be located on the street corners and/or median within the street right of way and adjacent easements as may be shown on the Plat. The Board shall maintain and repair such monuments together with related equipment, utility services and landscaping.
22. **Common Ground Conveyance Upon Termination of Association.** In the event the Association is terminated and the Subdivision Plats are vacated, the Association, prior to termination, by and through the Directors shall convey, by Warranty Deed, all of the Common Ground, if any, to the then Lot Owners of Falcon's Crest Subdivision (created out of land described in Exhibit "A") as joint tenants, but the rights of said joint tenants shall be only appurtenant to and in conjunction with their respective ownership of Lots in the Subdivision and any conveyance or change in ownership of any Lot shall carry with it an undivided ownership interest in Common Property so that ownership of a Lot shall carry with it, without specifically mentioning it in the title, all the incidents of ownership of the Common Property as a joint tenant in common with all other Lot Owners.

ARTICLE V

EASEMENTS AND PROPERTY RIGHTS

1. Every Owner and resident of the Property subject to this Restatement shall have a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - 1.1. The right of the Directors to take such steps as are reasonably necessary to protect the Common Property; and

- 1.2.** The right of the Directors to adopt rules and regulations governing the use of Common Property; and
 - 1.3.** The right of the Directors to dedicate or transfer all or part of the Common Property, or grant such easements and rights of way in and to the Common Property, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Subdivision; provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Property shall be effective unless an instrument agreeing to such conveyance or transfer has been approved by sixty percent (60%) of the Lot Owners at a meeting of the Members or consented to in writing and signed by at least sixty percent (60%) of the Lot Owners; and
 - 1.4.** The right of Owners to perpetual easements over any part of the Common Property for such portion of their dwelling unit that may overhang any Common Property, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Property, then the right of said Owner of ingress and egress over such particular portion of the Common Property; and
 - 1.5.** The right of the Directors to acquire additional Common Property for the Association.
- 2.** The Common Property or Common Areas as described and depicted on the Plats are hereby conveyed to the Association and shall be held for the benefit, use, and enjoyment of the present and future Owners of Lots of the Subdivision. The Directors may by proper instrument, record, and evidence the Association's legal title to the Common Properties or Common Areas.
- 3.** Every sewer and utility easement on each Lot shall constitute an easement for sewer and utility purposes to serve any other Lot or Common Property.
- 4.** If any sewer or other utilities or connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such sewer and utilities or connections, the sewer or utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the sewer or utility line or connection is located for the repair, maintenance, and replacement of such line or connection.
- 5.** There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot to make reasonable repairs, perform maintenance or replace improvements on the Owner's adjoining Lot. The owner seeking entry shall provide reasonable notice to the owner of an adjoining lot of intent to enter and the reason for the entry. Any damage caused by the entry shall be repaired at the cost of the owner causing the damage.

6. The Directors and their agents shall have the right of entry over and upon the Lot of any Owner to inspect, maintain or repair the Common Property. Any damage caused by such entry and activity to the Owner's Lot shall be repaired at the cost of the Association or its agent(s).
7. Anything to the contrary in this Restatement of Declaration notwithstanding:
 - 7.1. All streets, roadways, all rounding and intersections thereof designated upon, and as shown and indicated on the plat of said Subdivision are hereby dedicated to 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.
 - 7.2. Perpetual cross easements for utilities and sewers are hereby established over such utility and sewer easements as may be established of record in any subdivision of land described in Exhibit "A", to the end that the present and future Owners of any Lot in any such subdivision, and any utility shall have access to all such easements in all such subdivisions for utility and sewer purposes.
 - 7.3. Perpetual cross easements are hereby established over all streets as may be shown on any plat subdividing the land described in Exhibit "A", to the end that the present and future Owners of any Lots subdivided from said land, their guests and invitees, may use such streets for ingress to and egress from said Lots from and to a public right of way and to the Common Ground shown on the plat of any subdivision plat.
 - 7.4. Perpetual cross easements in favor of the present and future Owners of all Lots as may be shown on any future record plat of land described in Exhibit "A", are hereby established over the Common Ground for the use and enjoyment of such Common Ground, jointly and in common with the Lot Owners of Lots encumbered by these restrictions. All rules and regulations promulgated by the Directors governing the use of Common Ground shall be applied in a uniform, non-discriminatory manner to all persons entitled to use such Common Ground.

ARTICLE VI

ARCHITECTURAL CONTROL

1. **Architectural Approval.** No building, fence, wall, driveway, deck, patio enclosure, screened porch or other structure, swimming pool, solar panel or improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree be removed, nor shall the grade or slope of any Lot be changed nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in

writing by the Board of Directors and (ii) all permits required by the City or any other governmental authority having jurisdiction over the project have been received.

2. **Architectural Restrictions.** Without limiting any other provisions of this Restatement or diminishing the authority of the Board of Directors under this Article VI:

- 2.1. 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 Directors.
- 2.2. The ground floor area of the main structure, exclusive of one-story open porches and attached garages, shall not be less than 1,200 square feet for a one-story dwelling or for the main living area of a split foyer or tri-level, nor less than 1,000 square feet for a two-story dwelling.
- 2.3. No building shall be located on any Lot closer to the front line or closer to the side line than the minimum building setback lines shown on the recorded plat. No residential building or garage shall be located closer than ten (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 setback line shall be twenty-five (25) 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 another Lot.
- 2.4. Outside exterior walls of all structures shall be constructed of either wood (including exterior hardboard), vinyl, aluminum, steel, brick, rock or stone, sightly and of good workmanship, and if the exterior is to be of wood, the same shall be painted or stained.
- 2.5. Room, garage or other additions or improvements on any Lot must be of similar materials and color as the main dwelling structure.
- 2.6. All private driveways leading from the street to any garage on any Lot shall be paved with concrete at least sixteen (16) feet wide.
- 2.7. No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.
- 2.8. No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Board of Directors or by the Owners of any Lots other than those affected by such change.

ARTICLE VII: **ASSESSMENTS**

1. **General.** Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.
 - 1.1. The annual and special assessments together with such interest thereon and costs of collection thereof including the Association's attorney's fees reasonably incurred shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof including the Association's attorney's fees reasonably incurred shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof including the Association's attorney's fees reasonably incurred , shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
2. **Purpose.** The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation health, safety and welfare of the residents in the Subdivision including (i) performing the services and carrying out the functions herein authorized, (ii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the plat(s) of the subdivision including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair maintenance and replacements thereof, (iii) the cost of management and supervision of the Common Ground, and (iv) such other needs as may arise.
3. **Annual Assessments.** The Board shall set the annual assessment amount pursuant to the following procedure:
 - 3.1. By December 1st of each year the Board shall prepare and approve an estimated budget including routine operational expenses and contingencies and reserves for the next fiscal year commencing January 1st. The Board shall provide a summary of the budget to all Lot Owners. At the written request of not less than ten Lot Owners, received by the Board within twenty days of receipt of the budget summary, the Board shall set a date for a meeting of the Owners to consider a veto of the budget, which meeting date shall be not less than ten nor more than twenty days after the Board's receipt of the meeting request. Unless at that meeting a majority of all the Lot Owners vote to veto the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is vetoed, the fiscal year's budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors.

- 3.2. Each Lot's annual assessment shall be determined by dividing the total dollar amount of the ratified fiscal budget by the total number of Lots in the Subdivision.
- 3.3. Each annual assessment shall be levied on January 1st of the fiscal year for which it is levied, notice thereof being given by first class mail addressed to the last known address of each Lot Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies or by service by electronic mail where the Lot Owner has given authorization to accept official Subdivision notices by such electronic means. Each annual assessment shall be due February 1st, and shall become delinquent if not paid within thirty (30) days following such due date.
4. **Special Assessments.** If at any time the Board of Directors considers it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either at a meeting of the Owners called by the Board, by a majority of the votes cast in person, or by written consent of a majority of the total votes entitled to vote thereon, the Board shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all prior assessments shall be entitled to vote. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.
5. **Special Assessments for Lot Maintenance or Repairs.** After written notice to a Lot Owner and opportunity to be heard and/or to cure, the Board may levy a special assessment against a Lot Owner and Lot for all costs and expenses incurred by the Association for the purpose of making repairs or performing maintenance, deemed necessary in the Board's discretion, to a Lot or improvements thereon which the Owner, after written notice and reasonable opportunity to act, has failed or refused to make. If a Lot Owner or his/her relative, employee, agent, invitee, guest or tenant shall cause damage to the Common Properties the Board, after written notice to the Lot Owner and reasonable opportunity to be heard may levy a special assessment against a Lot Owner and Lot for all costs and expenses incurred by the Association for the purpose of making repairs or performing maintenance to the Common Properties damaged.
6. **Interest and Liens.** All assessments shall bear interest at the rate of eighteen percent (18%) per annum, from the date of delinquency, and such assessment, together with late fees, interest and costs of collection, recording fees, court costs and the Associations attorney's fees reasonably incurred, shall constitute a lien upon the Lot against which assessed until fully paid. The Association's lien shall be deemed perfected upon recording of this Restatement. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of the Warren County Recorder of Deeds. The Board, thereafter, may institute any appropriate legal action to enforce such lien, including but not limited to foreclosure by power of sale pursuant to RSMo. Chapter 443. Should an Owner pay an assessment after the recording of notice, the Board of Directors shall, at the expense of the Owner, cause the lien to be released.

7. **Priority.** The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term “mortgage” or “mortgages” shall include deed or deeds of trust.
8. **Exemptions.** All Common Ground shall be exempt from the assessments, charges and liens created herein. No Lot devoted to residential use shall be exempt from assessment hereunder.
9. **No Waiver of Liability.** Liability for assessments is an independent and affirmative covenant that may not be avoided by waiver of the use of the Common Property, services rendered by the Association, by abandonment of the Lot, or by reliance upon any claims against the Association, Board, another Owner, or any third party.
10. **Keeping of Funds.** The Board of Directors shall deposit the funds coming into their hands as Board members in a bank protected by the Federal Deposit Insurance Corporation.
11. **Ordinance Compliance.** Notwithstanding any other provisions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City, including, but not limited to, streetlights, and for such purposes shall not be limited to the maximum assessment provided for herein.
12. **Costs and Attorney’s Fees.** The Association shall be entitled to recover any costs and reasonable attorney’s fees incurred in connection with the collection of delinquent assessments. A judgment or decree in any action brought to recover unpaid assessments shall include costs and reasonable attorney’s fees for the prevailing party. The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs or other charges due the Association. The Member shall be responsible for reasonable attorney’s fees incurred by the Association, whether or not a lawsuit or lien foreclosure action is commenced.

ARTICLE VIII **RESTRICTIONS**

In addition to the limitations and restrictions imposed by other provisions of this Restatement, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing in the Subdivision:

1. **Building Use.** No building or structure shall, without the approval of the Association, be used for a purpose other than that for which the building or structure was originally designed.

2. **Building Location.** No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the plat(s) of the Subdivision.
3. **Resubdivision.** No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Association.
4. **Commercial Use.** Except for the conduct of a home occupation which does not materially increase customary levels of noise, traffic, street parking or frequency of delivery vehicles and in strict accordance with the provisions of applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.
5. **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no exterior lighting shall be directed outside the boundaries of a Lot or other parcel.
6. **Maintenance.** Each Owner shall maintain and keep his Lot in good order and repair and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight. Trampolines must be kept in the backyard of a Lot.
7. **Obstructions.** There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner or resident. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.
8. **Animals.** No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in the Subdivision, except that domesticated or caged household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times (except when enclosed by an in-ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefore. The keeping of any pet, which is or becomes a nuisance or annoyance (as determined by the Board in their sole judgment) to the neighborhood is prohibited. Pet owners shall be responsible for cleaning up pet waste from Common Ground or will be subject to fines imposed by the Board.
9. **Commercial Vehicles, Trucks, Boats, Etc.** Except during periods of approved construction on a Lot, no oversized commercial vehicles, tractors, trucks (other than pickup trucks not exceeding $\frac{3}{4}$ ton), boats, campers or trailers of any description shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or in such other enclosure approved by the Board. Standard size commercial vehicles, trucks and vans with ladder racks, a utility box or any combination thereof must be parked in the driveway and not block the sidewalk. RV's, boats, trailers or similar recreational vehicles may be permitted on a Lot for up to forty-eight (48) hours for cleaning and/or maintenance purposes.

- 10. Abandoned Vehicles.** No abandoned cars, motorcycles, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain on any of the Common Ground or on any unenclosed portion of a Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Board of Directors may take the necessary steps to remove the same at the Owner's expense.
- 11. Vehicular Sight Lines.** No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic.
- 12. Temporary Structures.** No structure of a temporary character, trailer, tent shack, garage, metal, wooden or plastic shed, barn or other outbuilding shall be installed, constructed or maintained on any Lot at any time.
- 13. Signs.** Signs on Lots shall not exceed five (5) square feet in size. Political signs, limited to three per Lot, shall not be placed on a Lot more than 60 days prior to an election and shall be taken down within three days after election day. Commercial contractor signs shall be taken down one week after the work is completed. Garage sale signs shall be removed from every location within 24 hours after the sale.
- 14. Garbage.** No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any kind shall be stored in the open on any Lot. Enclosures may be constructed to enclose sanitary containers on a minimum of 2 sides, and tall enough that sanitary containers cannot be seen from the street. All enclosures must be constructed of approved materials as outlined in Article V herein. Enclosures must be kept neat and in a sightly manner. Notwithstanding anything stated herein, after sundown the day prior to any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements or enclosures on each Lot before the end of the same day.
- 15. Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are established in this Restatement and are or will be reserved as shown on the recorded plat(s) of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
- 16. Oil Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the subdivision. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Subdivision.

17. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Board and unless in strict compliance with the following standards and requirements, to-wit:

17.1. Other than as expressly permitted by the provisions of this Section 17, no fence or wall shall be erected or placed on any Lot that is less than thirty-six (36) inches or more than seventy-two (72) inches in height.

17.2. Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence and must be within four inches (4") of the Lot lines and Lot corners, except that the fencing along the side or the rear yard of a corner Lot shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat.

17.3. Fencing shall be constructed of either new wood, vinyl, aluminum, steel or wrought iron materials. Chain-link fences are prohibited no matter the material composition or design.

17.4. All fences shall comply with all local laws, Building Codes and Regulations.

18. Decks, Porches, Screen Porches. Subject to the approvals required in Article VI of this Restatement from the Board of Directors, all decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other improvements, shall be constructed directly behind the residential structure to which they are appurtenant. Under no circumstances shall any such improvement extend outside the imaginary boundary created by each side elevation of the dwelling extended to the rear of the Lot. Notwithstanding the foregoing, a Lot Owner may request a variance from this restriction for good cause shown, in the sole discretion of the Board, and subject to written consent of adjacent neighboring Lot Owners.

19. Television Antennas. Exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multi-channel multi-point distribution (wireless cable) signals may be installed on the rear of the dwelling only and shall not exceed 18 inches in diameter, unless such location or size restriction unreasonably increases the cost of installation, maintenance or use thereof or precludes reception of an acceptable quality signal.

20. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

21. Swimming Pools. All pools shall be constructed according to plans and specifications submitted to and approved by the Board under Article VI of this Restatement and must be located in the rear yard area of a Lot between two parallel lines extended from the sides of the main residence structure to the rear property line, be constructed of quality materials, and installed in a manner to prevent water leakage or structural collapse. All pools must be

surrounded by fencing constructed in compliance with the requirements under Section 17 herein and approved by the Board. Any Lot Owner who installed a pool prior to the Effective Date of this Restatement shall have two (2) years from the Effective Date to construct a fence in compliance with the requirements of Section 17. All pools shall be kept in a neat and sightly manner.

22. Solar Panels. All Solar Panels shall be subject to approval of the Board of Directors; however, in reviewing a request for approval of any such device, the Board shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's ability to gather sunlight. The Board of Directors may propound further Rules and Regulations related to location and installation of solar energy collection devices as may be desired.

23. Residence Leasing. Each Lot Owner shall have the right to lease the Lot and dwelling for single-family, residential use only, subject to the following requirements:

23.1. Each lease shall be subject to this Restatement and the Rules and Regulations promulgated by the Board of Directors from time to time.

23.2. No residence shall be used for hotel purposes, transient residency or short-term rental such as Airbnb and VRBO.

ARTICLE IX **REMEDIES AND ENFORCEMENT**

1. The Directors, or the Owner of any Lot subject to this Restatement, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages.
2. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
3. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action to enforce any covenant or restriction herein contained or adopted according to Director rules or regulations, or any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Association's reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner then the fees and costs shall thereafter bear interest at the rate provided in Article VII hereof and the debt shall be a continuing lien on the Owner's Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The Board of Directors may execute and acknowledge

an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. The lien shall be enforceable and governed by Article VII of this Restatement.

4. The Board of Directors is authorized to impose fines for violation of or failure to comply with the terms of this Restatement, the By-Laws and polices, rules and regulations promulgated by the Board. The Board is authorized to adopt a written schedule of fines, which may be revised from time to time, and to distribute the schedule to all Lot Owners. Prior to the imposition of an initial fine, the Board shall provide written notice to the Lot Owner along with notice of the right to a hearing before the Board. Fines imposed pursuant to this section, if not paid within thirty days of a hearing, shall be enforceable in the same manner as assessments as provided in this Restatement.

ARTICLE X

GENERAL PROVISIONS

1. **Amendment.** This Restatement may be amended, modified, or changed with the written consent of a majority of the Owners of the Lots subject hereto. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of Warren County, Missouri.
2. **Liability.** The Directors are authorized to act through a representative provided, however, that the Directors shall only be responsible for their wrongful acts and shall not be responsible for wrongful acts of others. Neither the Directors nor their agents shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Directors or their agents. The Directors shall not be entitled to any compensation for services performed pursuant to this covenant.
3. **Severability, Etc.** All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.
4. **Invalidation.** Invalidation of any one of the covenants of this Restatement shall in no way affect any other provision hereof.

IN WITNESS WHEREOF, on this ____ day of _____, 2024, the Board of Directors of Falcon's Crest Homeowners Association attest that the requisite majority of Lot Owners consent in writing to the adoption of this Restatement in its entirety and this Restatement shall be become effective on the date of its recording.

FALCON'S CREST HOMEOWNER'S ASSOCIATION,
a Missouri nonprofit corporation

By: _____
Director

By: _____
Director

By: _____
Director

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the President of the Falcons Crest Homeowner's Association, a Missouri not for profit association, that said instrument was signed on behalf of said association, that said person acknowledged said instrument to be her free act and deed.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the a member of the Board of Directors of the Falcons Crest Homeowner’s Association, a Missouri not for profit association, that said instrument was signed on behalf of said association, that said person acknowledged said instrument to be her free act and deed.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is a member of the Board of Directors of the Falcons Crest Homeowner’s Association, a Missouri not for profit association, that said instrument was signed on behalf of said association, that said person acknowledged said instrument to be her free act and deed.

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

Notary Public

My Commission Expires: