

**DEED OF DEDICATION, RESTRICTIONS  
AND PROTECTIVE COVENANTS  
OF THE LOTS OF FALCON FIELD ESTATES IN THE  
COUNTY OF ST. CHARLES, MISSOURI**

THIS DECLARATION, made and entered into this \_\_\_\_ day of January, 1998, by and between KEITH BICKEL and DARA BICKEL, his wife, and KARL BICKEL and LINDA BICKEL, his wife, being the owners of a tract of ground located in the County of St. Charles, as the same appears upon a plat of the subdivision known as FALCON FIELD ESTATES, to which reference is hereby made, has caused the tract to be recorded in Plat Book 34, Page 363, of the St. Charles County Records Office.

**W I T N E S S E T H:**

WHEREAS, it is the purpose and intention of this indenture to preserve Falcon Field Estates as a restricted neighborhood and to protect the same against certain uses by the adoption of a common plan and scheme of restrictions. It is designed to mutually benefit, guard and restrict present or future title holders of occupants of any and all said lots and to foster the health, welfare, safety and morals of all who own or reside on said lots; and

WHEREAS, all restrictions, limitations and conditions, easements and covenants herein continued, any and all of which are hereinafter termed "Restrictions," are made jointly and severally for the purpose of benefiting all of said property, being all lots of Falcon Field Estates, and for the benefits that will inure to said owners, their successors and assigns, and to all other persons who may purchase, or hold from time to time any of the several lots covered by this indenture;

NOW, THEREFORE, the undersigned hereby declare that the real property described in and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to the Restrictions hereinafter set forth and the undersigned do hereby create and grant a board of trustees and their successors the rights, powers, duties and authorities hereinafter set forth. Such conditions, restrictions, provisions and trusteeship hereby imposed on all the aforesaid lots in Falcon Field Estates are as follows, to-wit:

**SECTION I RESTRICTIONS:**

1. All lots shall be known and described as residential lots. No lot shall be used except for one family residential purposes, except as hereinafter excepted, and not more than one main building shall be erected on any one lot, not to exceed two stories in height, provided nothing in these Restrictions shall prohibit the construction of single family dwellings of the design

known as "tri-level" or "split-level" so long as the same comply with Restrictions continued in this indenture.

2. No main building shall be erected upon any lot now or hereafter subject to this indenture unless the total living floor area therefore exclusive of one-story porches and attached garage, is a minimum of 2,000 square feet of enclosed area for a one story dwelling; a minimum of 2,400 square feet for a tri-level or split-level building; and a minimum of 2,800 square feet of living area for a two-story dwelling.

3. No building, fence or other structure shall be erected, placed or altered on any lot, until the construction plans, specifications and a plot plan showing the location of the structure, have been approved by the Board of Trustees as hereinafter selected. The Board of Trustees shall insure that the quality of workmanship and materials, the harmony of external design with other existing structures, and the location on the lot relative to topography and finish grade elevations is consistent with the existing homes in the subdivision. Approval of such plans and specifications will be received from the Board of Trustees based on the guidelines contained herein and provided that the design and location of any proposed structure will not detract material from the appearance and value of the other properties. This determination and approval shall be at the sole discretion of the Board of Trustees, who may employ such architects and engineers as they desire.

4. The Board of Trustees will be bound by the minimum requirements established by the St. Charles County Building and Property Maintenance Codes, unless more restrictive conditions are contained in this indenture.

5. The Board of Trustees' approval or disapproval of building plans as required in these Restrictions shall be in writing. All persons wishing to submit plans and specifications for consideration shall submit two (2) copies to any Trustee, with the Trustees retaining one copy for their records and returning the other to the applicant. Written notice of approval or rejection will be indicated directly on the plans and specifications. All approvals or disapprovals shall be in the sole judgment and discretion of the Board of Trustees using the guidelines as provided herein. No construction of any improvement or building can begin without said approval.

6. Each main building shall have an attached or detached two or three car garage equipped with doors. Interiors shall be finished with painted drywall. Side or rear entry garages are encouraged. All storage sheds and/or garden sheds, gazebos, and other out-buildings must be approved by the Falcon Field Estates board of trustees.

7. Preservation and improvement of the natural environment should be a primary consideration when planning to build. On non-wooded or partially wooded lots, two-inch diameter or larger trees shall be planted so that the finished lot has a minimum of two trees in the front yard and two trees in the rear or side yard. Foundation landscaping is required. All disturbed ground shall be seeded and covered with straw or sodded or hydromulched as soon as possible to preclude erosion.

8. No fence, wall, hedge, or shrub planting which obstructs sight lines of elevations between two and six feet above the roadway shall be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersections of the street property lines, extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. No dwelling unit shall be used directly for any retail sales business.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Additionally, in the event a landowner shall purchase two adjoining tracts of ground, and construct only one residence on the ground, they shall be permitted to maintain up to two horses on the unimproved tract of ground.

11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as construed by the Courts of the State of Missouri, as an annoyance or nuisance.

12. No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any residential lot anytime as a residence, either temporarily or permanently.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be

permitted upon or in any lot, nor shall oil tanks, wells, tunnels, mineral excavations or shafts be permitted upon or in any lot.

15. No mobile homes will be permitted. No motor vehicle requiring a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, campers, or any other similar vehicles shall be regularly parked in streets, driveways or yards in the Subdivision. This shall mean eight (8) hours during any consecutive seven (7) day period. Nothing herein shall be construed to prevent the parking of such vehicles in a garage. It is permissible for recreational vehicles to be located behind the front building line of the residence on such lots.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All such material shall be kept in sanitary containers and kept within the confines of each rear yard, concealed from street view. It shall regularly be removed and not be allowed to accumulate thereon. Wood piles shall be kept in rear yards concealed from street view.

17. No ham radio or other radio receiving or transmitting antennas or external apparatus of any type or kind shall be installed on any lot or roof. Normal radio and television installations wholly within a building are permitted, except that CB radios are prohibited unless of the type designed not to interfere with any other radio, television or other electrical appliances. Homeowners shall have the right to install a small (30" diameter or less) television receiving dish on their property.

18. No junk cars, unlicensed cars, vehicles or equipment shall be kept or maintained on any lot. No fuel or gas storage tanks shall be permitted on any lot except for a gas cylinder commonly used with a barbecue grill and a 1,000 gallon maximum propane gas tank installed in accordance with the provisions of the St. Charles County Code.

19. No lot owner shall make or permit any disturbing noises on any lot or in any residences or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of the other lot owners.

20. No building, exterior wall, roof, fence structure or projections, including awnings, shall be changed, extended, diminished, altered, rebuilt or other work which alters the exterior appearance of any lot or improvement without prior written approval of the board of trustees.

21. Each property owner shall assume responsibility for a private drinking water well and waste water treatment facility, including a permeability test and system designed by a professional engineer, satisfying all applicable county regulations at the time of seeking the building permit. Each property owner shall be

responsible to maintain said private waste water facility in a manner to comply with St. Charles Codes and State Codes.

## SECTION II TRUSTEES:

22. There shall be three (3) Trustees whose rights, powers, and privileges granted to them and duties imposed upon them are hereinafter described. The original Trustees appointed under the terms of this indenture are as follows and their term is to run until all lots in said subdivision are sold by the original owners. TRUSTEES: Keith Bickel, Karl Bickel and Randy Hulsey.

23. The original Trustees and all successor Trustees shall serve without compensation. So long as the undersigned owners, jointly or severally, are the record owners of six (6) or more residential lots described above, said owners shall have the right to appoint all successor Trustees. In the event the term of any Trustee should terminate through expiration of term, death or disability or resignation while the undersigned owners, either jointly or severally, are owners of any residential lot as set out above, then said owner(s) shall appoint a successor Trustee. Successor Trustees shall hold office for a term of three years from the date of expiration of the term of the Trustee succeeded or in the event of the resignation of a Trustee, or should a Trustee refuse to act, be unable or disqualified to act, then the term of the successor Trustee shall be for the unexpired term of the Trustee succeeded.

24. If all of the undersigned owners become disabled, resign, or die, then it shall be the duty of the remaining Trustees to call a meeting of all the then lot owners giving ten days written notice of time and place and shall proceed to elect by a majority vote successor Trustees to retain a board of three members. The owner or owners of each lot shall have only one vote for each lot owned which may be cast in person or by written proxy. Each Trustee and their successors duly elected accept said office upon the condition only that each shall be responsible only for his own wrongful acts or willful default and not one for the other or others, and upon the further conditions that no Trustee or his successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by said Trustees individually or collectively.

## SECTION III POWERS AND DUTIES OF TRUSTEES:

25. The undersigned hereby vest the Trustees and their successors with all the rights, powers, and authority contained in this indenture to perform the following:

- a) To prevent any infringement and compel the performance of any Restrictions. This provision is intended to be cumulative and not to restrict the

right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustee is intended to be discretionary and not mandatory.

- b) To clean up rubbish and debris, cut grass and remove weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lot or property, or to cut grass from any lot on which the grass exceeds ten (10) inches in height, and the owner or owners thereof may be charged with the reasonable expenses so incurred with the same effect as an assessment under Section IV below. The Trustees or their agents shall not be deemed guilty or liable for any manner of trespass for such entry, abatement, removal or planting.
- c) To ensure that all streets contained in the subdivision are adequately privately maintained for the public use, until such time as the County of St. Charles, or some other governmental entity, assumes part or all of the responsibilities of maintenance. All streets contained in the development shall be considered to be common elements or common ground for the purposes of this Declaration. All such road maintenance, repair and improvements shall be governed by all the provisions in this Declaration. The land owners or the Board of Trustees, upon the consent of three-fourths of the land owners, shall have the privilege to engage upon a course of conduct to improve the roads by having the road paved or improved. The majority of the Board of Trustees, without the consent of the land owners, shall have the power to properly maintain, rock and grade the road until it is improved.

#### **SECTION IV ASSESSMENTS:**

26. The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the lots in Falcon Field Estates for the purpose set forth in this indenture and in the manner subject to all conditions hereinafter provided below.

- a) All assessments made by the Trustees and their successors, shall be for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein provided, and for the further purpose of enabling the Trustees to defend and enforce restrictions.

- b) To make a uniform assessment of \$200.00 per year for each lot. Assessments shall be charged as of the 1st day of January of each year.
- c) If at any time the Trustees, or any of the lot owners, shall consider it necessary to make any expenditure requiring an additional assessment, they shall submit in writing to the lot owners for approval an outline of the plan of the project contemplated and the estimated amount required for completion of same and the total assessment required. If such a project and assessment so stated shall be approved at a meeting of the lot owners duly called and held in the manner provided for election of successor Trustees, by a majority of owners of two-thirds of the lots, the Trustees shall, in the manner hereinafter prescribed below, notify all owners in Falcon Field Estates of the additional assessment. The limit of \$200.00 per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.
- d) The treasurer shall deposit all funds in a state or national bank, insured by the Federal Deposit Insurance Corporation. Said money shall be deposited in an interest bearing account if deemed advisable by the Trustees. All checks written against this account shall bear the signatures of two Trustees. The Trustees are authorized to have a yearly audit made of this account. Said audits shall show the annual amount collected and also show how said funds were expended with a detailed list setting forth the amount of money spent for each specific purpose. All assessments either general or special shall be made in the manner and subject to the following procedure, to-wit:
- e) Notice of all assessments shall be given by mail addressed to the last known post office address of the holder of the legal title of each lot, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of the said methods shall be sufficient.
- f) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid. Such assessment and interest shall constitute a lien upon such lot and said lien shall continue in

full force and effect until fully paid. Such assessment shall, in addition, be the personal obligation of the owner or owners of the lot in whom record title is vested at the time the assessment is made, and of their legal responsibilities.

- g) The Board of Trustees of Falcon Field Estates shall have the right to proceed at law or equity to enforce any lien or collect any assessment. In addition to the interest accrued on any past due assessment, Falcon Field Estates Trustees shall have the right to recover reasonable attorney's fees for the enforcement of any lien or collections of any assessment.

#### SECTION V MISCELLANEOUS:

27. Every owner of a completed residential dwelling unit shall maintain it in good repair and in a safe, neat, and attractive condition including but not limited to, the grass, shrubs, trees, driveways, walks, fences, exterior siding, trim facia, guttering and roofs. Failure to do so by neglect resulting in a tendency to adversely affect the value of neighboring lots or constituting a hazard to persons or property shall deem necessary for the Trustees to give notice to said lot owner to have such condition abated within seven days from the date of notice. If the condition is not rectified in due time the Trustees may cause such work to be performed as is necessary by qualified agents or contractors. The cost of such work shall be assessed against the lot owner and collection shall be accomplished by the same manner as in the collection of general assessments stated above.

28. The Trustees in exercising the rights, powers, and privileges granted to them and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem advisable or necessary, and to bring suits to enforce the provisions hereof and defend suits brought against them individually in their capacity as Trustees or against Falcon Field Estates.

29. Nothing herein contained shall be construed to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be in their hands as the result of assessments made against lot owners as herein provided.

30. The Owners, KEITH BICKEL and DARA BICKEL, his wife, and KARL BICKEL and LINDA BICKEL, his wife, agree to escrow One Thousand Dollars and No Cents (\$1,000.00) from the sale of each Lot, to be placed in an interest bearing account. The proceeds of said account are to be used, when nineteen (19) lots are sold, for



improvements to roadways. If any money is remaining, the proceeds are to be distributed among the Owners. If the amount is insufficient, each lot is to be assessed specifically and equally to pay the shortage. If the money escrowed is not sufficient, the work to improve the roadways will not continue until all special assessments have been prepaid. This assessment, if necessary, is a special assessment and is not to replace the annual assessment. The Trustees shall have the responsibility of contracting the road improvements.

31. All of the lots and parcels of ground in Falcon Field Estates are hereby subject to the Restrictions herein set out, directing and limiting the use and occupation of said lots and every part thereof and said Restrictions shall operate as covenants running with the land, and the rights and easements in fee, and annexed to and forever continue to be annexed to, passing with and inuring to each of said lots into whomsoever hands they or any part of them shall come, and said lots and each of them are to remain forever subject to the burdens and entitled to the benefits created in said easements, and shall be enforceable on the suit of every and any owner of any lot in Falcon Field Estates, or of the Trustees by injunction or other proceeding in either law or equity.

32. The waiver of failure to enforce a breach of any Restriction shall not be a waiver of any subsequent breach of Restriction set forth herein.

33. The undersigned agree to waive the defense of laches in any suit brought against them or their successors in title to enforce the provisions hereof.

34. The provisions and Restrictions herein contained are to be construed independently and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the Restrictions shall not be thereby impaired or affected.

35. All the foregoing provisions and Restrictions shall continue and remain in full force and effect at all times against said property for thirty (30) years from the date of this indenture and thereafter for successive periods of twenty (20) years each, without limitations, unless within six months prior to the expiration of said periods, a written agreement to amend or cancel any or all of the provisions of this indenture is executed and acknowledged by the then record owners of three-fourths of the lots in Falcon Field Estates and is recorded in the office of the Recorder of Deeds of the County of St. Charles, State of Missouri: PROVIDED, HOWEVER, that at any time prior to the expiration of any aforesaid period any of the terms and provisions of this indenture may be altered, amended, or changed by a written agreement signed by the then record owners of three-fourths of the lots in Falcon Field Estates and such written and signed alteration or amendment

of change shall become a part of the provisions and Restrictions of this indenture whenever recorded in the office of the Recorder of Deeds of the County of St. Charles, State of Missouri.

36. By a vote of the owners of two-thirds of the lots, any Restrictions contained herein may be waived.

37. This indenture shall bind and inure to the benefit of the successors and assigns of the undersigned, the present and future owners of any lot subject hereto, and the successors of the Trustees.

38. In the event that one or more of the provisions and/or covenants contained in this Declaration would be found invalid in whole or in part by judgment or court action, that finding shall in no way effect any of the other provisions, dedications, covenants, easements and restrictions, which will remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written as the free act and deed of the undersigned.

\_\_\_\_\_  
KEITH BICKEL

\_\_\_\_\_  
DARA BICKEL

\_\_\_\_\_  
KARL BICKEL

\_\_\_\_\_  
LINDA BICKEL

\_\_\_\_\_  
RANDY HULSEY

STATE OF MISSOURI            )  
                                  ) ss.  
COUNTY OF ST. CHARLES    )

On this \_\_\_\_\_ day of January, 1998, before me personally appeared KEITH BICKEL and DARA BICKEL, KARL BICKEL and LINDA BICKEL, and RANDY HULSEY, to me known to be the persons described in and who executed the same as their 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: