

**2006 AMENDED AND RESTATED INDENTURE  
OF  
HUNTLEIGH WOODS SUBDIVISION**

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WHEREAS, the plat of Huntleigh Woods Subdivision was duly recorded in Plat Book 52 , at pages 44-45 of the Office of the Recorder of Deeds of St. Louis County, Missouri and simultaneously an Indenture establishing certain restrictions, conditions, covenants and regulations governing the lots in Huntleigh Woods ("Indenture") was recorded in Book 2880, beginning at page 103 of the Office of the Recorder of St. Louis County, Missouri; and

WHEREAS, said Indenture has been subsequently further supplemented and amended ("Indenture, as amended"); and

WHEREAS, the said Indenture, as amended, provides that it may be modified, amended or new provisions added by the owners of two-thirds of the lots in Huntleigh Woods, said owners being a majority of the lot owners then residing in Huntleigh Woods, by action at a meeting of the lot owners in Huntleigh Woods, which meeting may be waived, any such modification, amendment or additional provision to be effective upon the recordation of a written instrument duly signed and acknowledged, reciting such modification, amendment or new provision; and

WHEREAS, the undersigned owners of two-thirds of all of the lots in Huntleigh Woods, and being a majority of the lot owners now residing in Huntleigh Woods, do hereby waive the calling of a meeting of the lot owners; and

WHEREAS, for the purpose of maintaining and preserving Huntleigh Woods as a residential subdivision of the highest quality and thereby sustaining the value of all of

the lots for the common benefit of all of the present and future owners therein, the undersigned owners of two-thirds of all of the lots in Huntleigh Woods and being a majority of the lot owners residing in Huntleigh Woods, do hereby exercise their right to modify, amend and add new provisions to the aforesaid Indenture, as amended, so as to set forth in this instrument all of the restrictions, conditions, covenants and regulations to be applicable to all of the lots in Huntleigh Woods Subdivision, same to be known as the "2006 Amended and Restated Indenture of Huntleigh Woods Subdivision", which shall supersede the aforesaid Indenture, as amended;

NOW, THEREFORE, in consideration of the premises and pursuant to the powers, rights and authorities conferred upon the undersigned by the said Indenture, as amended, the 2006 Amended and Restated Indenture of Huntleigh Woods Subdivision, as hereby adopted, shall read as follows:

I

**AGREEMENT FOR BENEFIT OF, AND BINDING ON,  
ALL PRESENT AND FUTURE LOT OWNERS**

A. All restrictions, conditions, covenants and regulations contained herein are made for the benefit of all present and future owners of lots within Huntleigh Woods.

B. All restrictions, conditions, covenants and regulations contained herein shall run with the land and shall be enforceable by the Trustees or by any lot owner. Each present and future lot owner shall be bound by all such restrictions, conditions, covenants and regulations and shall abide by and observe each of said provisions.

C. For the purpose of this Indenture, the term 'owner' or 'lot owner' shall be the record owner(s) of fee simple title to a lot (excluding those having such interest as

security for the performance of an obligation). Where the record owner is a Trust, the term 'owner' or 'lot owner' shall be the adult occupants of a residence who are the beneficiaries of such Trust.

D. Promptly after purchase of a lot in Huntleigh Woods, the owner shall notify the Trustees thereof, together with the mailing address of the owner, if different from the street address of the lot, telephone number and e-mail address, if the owner has an e-mail address.

## II

### **TRUSTEES**

A. There shall be three Trustees, each of whom shall serve for a term of three years. Terms shall be staggered so that one Trustee shall be elected each year at the Annual Meeting, except as hereinafter provided.

B. Only a lot owner residing in the Subdivision (or a non-owner spouse of a lot owner, who also resides in the Subdivision), who is not, or whose spouse is not, delinquent in the payment of any assessment shall be entitled to be nominated or serve as Trustee.

C. Upon the disqualification, death, resignation, failure or refusal to act of any Trustee, the remaining Trustees shall appoint a successor to serve until the next Annual Meeting. A successor to fill the remainder of an unexpired term shall be elected at the next Annual Meeting.

D. Each person elected or appointed as Trustee, as of his or her election or appointment, shall succeed to, be vested with and possess as a joint tenant, but not as

a tenant in common, with the remaining Trustees, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Trustees.

E. All rights and duties, powers, privileges and authorities of every nature and description conferred upon the Trustees by the terms of this Indenture may be exercised and executed by a majority of the Trustees, unless otherwise provided herein. Trustees shall not be personally liable for their acts in the performance of their rights and duties hereunder, except for acts of a criminal nature.

### III

#### **MEETINGS OF LOT OWNERS**

##### **A. Annual Meetings.**

1. There shall be an Annual Meeting of the lot owners of the Subdivision to be held during May, or as soon thereafter as practicable (the specific date, time and place to be fixed by the Trustees). The Annual Meeting shall be chaired by a Trustee.

2. The Trustees shall give not less than ten days written notice to the owner of each lot of the date, time and place selected for the Annual Meeting. Such notice shall be given by mail, addressed to the last known address of each lot owner according to the Subdivision records, by personal delivery or by electronic transmission.

3. The Trustees shall submit a written report covering matters pertinent to the Subdivision which have occurred since the last Annual Meeting, including a summary of the financial accounts of the Subdivision. The Trustees shall also present their budget and the general assessment for the current assessment year. Any business pertaining to the affairs of the Subdivision may be transacted.

4. A quorum shall be the owners of eighteen lots who are present in person. If a quorum is not present, the Trustees shall adjourn the meeting to a date certain and give notice thereof to each lot owner in the same manner as provided in Subsection 2 above.

5. On all matters submitted for decision by the lot owners, action shall be by a majority of the votes cast. The owner of a lot shall be entitled to one vote, which, when the owner constitutes more than one person, shall be cast as they, among them, may determine, but in no event shall more than one vote be cast for each lot. Any lot owner who is delinquent in the payment of any assessment shall not be entitled to vote.

**B. Special Meetings.**

1. The Trustees may call Special Meetings of the lot owners as they deem appropriate.

2. The Trustees shall give not less than ten days written notice to the owner of each lot of the date, time and place selected for the Special Meeting and the matter or matters to be considered at the Special Meeting. Such notice shall be given by mail, addressed to the last known address of each lot owner according to the Subdivision records, by personal delivery or by electronic transmission.

3. The owners of five lots, none of whom are delinquent in the payment of any assessment, may submit a written request to the Trustees to call a Special Meeting. Such written request shall specify the purpose for calling a Special Meeting. If the Trustees fail to call a Special Meeting, the lot owners requesting same

may call a Special Meeting by giving notice to the owner of each lot, as provided for the call of a Special Meeting by the Trustees.

4. Every Special Meeting shall be chaired by a Trustee, whether called by the Trustees or by lot owners.

5. The only business that shall be considered at a Special Meeting are the matters identified in the notice to the lot owners.

6. The quorum and voting provisions specified for Annual Meetings shall apply to Special Meetings.

#### IV

#### **TRUSTEES DUTIES AND POWERS**

The Trustees shall have the duties, powers and authority described throughout this Indenture, including the following:

**A. Streets.** To maintain, repair and improve the streets, including the islands; to grant permission to others to construct, operate and maintain under the streets such pipes, lines or other facilities as needed or useful to service a lot; to exercise such control over the streets as they deem necessary or appropriate to insure their proper use, including without limitation, designating speed limits on the streets. Unless changed by the Trustees, the speed limit shall be twenty miles per hour.

**B. Subdivision Entrances.** To maintain and improve the entrance ways to the Subdivision by a sign or monument, landscaping or in such other manner as they deem appropriate.

**C. Neglected Property.** To clear rubbish and debris and remove grass and weeds from, and trim, cut back, or remove trees or shrubbery upon, any neglected

lot, and to charge the owner of any such lot with the expense so incurred. No such action shall be taken by the Trustees until written notice of the neglected condition has been given to the owner of such lot specifying a reasonable time to remedy same and failure of the lot owner to cure within such time period. All costs incurred by the Trustees to eliminate such neglected condition shall be a lien against such lot, which may be enforced in the same manner as assessment liens.

**D. Insurance.** To purchase and maintain such insurance as they deem appropriate, including but not limited to liability insurance protecting the Trustees and lot owners from claims arising out of use of the streets, property insurance for any damage to the streets, liability insurance protecting the Trustees for their acts as Trustees and fidelity insurance or bond in an amount fixed by the Trustees.

**E. Subdivision Services.** At their discretion, to provide such services as they deem to be in the interest of the health, safety or welfare of the lot owners.

**F. Rules and Regulations.** To promulgate rules and regulations, not inconsistent with this Indenture, for the safety and welfare of the lot owners, with respect to such matters as the Trustees deem appropriate, including without limitation, exterior lighting, street parking, construction traffic, hours during which construction work may be performed and other regulations. A copy of such rules and regulations, with their effective dates, shall be sent to the lot owners.

**G. Plan Review and Approval.** As more specifically provided in Article V hereof, to consider, approve or reject any and all plans for any and all buildings, fences, exterior decorative walls, swimming pools, tennis courts, or other structures

proposed to be erected on a lot, or proposed additions to any existing buildings, or demolition of existing buildings.

**H. Subdivision Funds.** To keep accurate records of all funds received by them. All subdivision funds shall be deposited in a duly insured bank, savings and loan association, or other financial institution.

**I. Contracts; Employment of Personnel.** In exercising the rights, powers and privileges granted to them and in discharging the duties placed upon them by the provisions of this Indenture, from time to time, to enter into contracts, employ attorneys, contractors or other personnel as they deem advisable or necessary; to institute and prosecute suits, and to defend suits brought against them individually or collectively, in their capacity as Trustees.

**J. Easement.** There is hereby impressed on each lot an easement for reasonable ingress and egress by the Trustees, their agents, contractors or employees for the performance of any of their rights, duties and responsibilities as provided herein. Neither the Trustees, nor their agents, contractors or employees shall be deemed guilty or liable for any manner of trespass or other wrongful act in connection with the performance of their rights, duties and responsibilities hereunder, including without limitation, the abatement of any neglected condition on a lot or removal of a non-complying sign or such other action deemed advisable by the Trustees in the interest of the health, welfare or safety of the lot owners or residents.



## V

### **ARCHITECTURAL AND ENVIRONMENTAL CONTROLS**

No building, fence, exterior decorative wall, swimming pool, pool house, tennis court or other structure or any building addition shall be erected on any lot and no existing building shall be demolished until the plans for any such project have been reviewed and approved in writing by the Trustees with such conditions as they may require, and until the fee as provided in this Article has been paid to the Trustees.

It is the intent of this Indenture that all homes and structures shall be constructed of attractive exterior materials of high quality and that they be in harmony with the character of the Subdivision. In their review of plans, the Trustees shall consider all factors which may affect the desirability of Huntleigh Woods and the value of existing homes. The Trustees shall evaluate the construction standards, exterior building materials, size, height, building mass, shape, location, grade and amount of open space to insure that the plans conform with such objectives and with all provisions of this Indenture.

**A. Plan Submission.** Any lot owner proposing a project shall submit to the Trustees a complete set of the documents required hereunder and a detailed written explanation of the proposed project, including the anticipated starting and completion dates.

1. For the demolition of an existing home and the construction of a new home – demolition plan, including demolition method, timing and name of contractor; architecturally sealed and scaled site plan showing the location and height of the new home, elevation plan showing all sides of the new home and exterior building

materials, grading plan, landscape plan and plan for seeding or sodding the lot after demolition in order to prevent erosion.

2. For construction of a new home on an unimproved lot – the same documents listed above, other than a demolition plan.

3. For only the demolition of an existing home – demolition plan, including demolition method, timing and name of contractor, grading plan and a plan for seeding or sodding the lot.

4. For construction of an addition to an existing home – architecturally sealed and scaled site plan, elevation plan showing all sides of the addition and exterior building materials and grading plan.

5. For construction of a pool house – same documents as for new home.

6. For a fence, exterior decorative wall, tennis court, or swimming pool - plans showing the location and grade, height, size and materials.

The Trustees shall notify the owners of the lots which adjoin the proposed project and afford them the opportunity to review the plans.

The Trustees may require additional documentation or clarification. If the proposed grade demonstrates that the flow of storm water may be altered, it shall be the obligation of the lot owner to satisfy the Trustees that there will be no adverse effect on other lots.

**B. Plan Review; Conditions of Approval**

1. The Trustees shall respond to the lot owner in a timely manner following the submittal of all necessary documents. The Trustees may approve the

project as submitted, or may require modifications to the plans, or may deny approval if they determine that the plans do not conform with the criteria for approval.

2. If the plans are approved, the lot owner and the contractor selected by the lot owner shall comply with all conditions required by the Trustees relating to the times during which construction work may be performed, the parking of construction vehicles, storage of equipment, street cleaning, repair of damage to the streets, removal of debris and similar conditions, which shall be included in an agreement to be signed by the Trustees and the lot owner and contractor. At their discretion, the Trustees may require the lot owner and/or contractor to deposit funds with the Trustees in such amount as is determined by the Trustees to assure compliance with such conditions. Any such deposit shall be returned upon completion of the work or, if the conditions have not been complied with, the Trustees may apply such funds to the cost of any corrective work deemed necessary by the Trustees.

3. If the plans are approved by the Trustees, the lot owner and a minimum of two (2) Trustees shall sign and date the approved plans. A full set of the approved plans shall be retained by the Trustees.

4. Any change to the approved plans shall be resubmitted to the Trustees for their review and approval.

**C. Commencement of Work.** No site work shall be performed on any project for which Trustee approval is required, (without regard to approval by the City of Huntleigh or any other governmental agency), until the Trustees have approved the plans in accordance with the foregoing procedures and until the lot owner has delivered to the Trustees the agreement signed by the lot owner and contractor, as provided in

Section B-2 of this Article V; the deposit, if required by the Trustees; and the non-refundable fee as provided below. If any such work is performed without Trustee approval or without such signed agreement or without payment of such deposit or fee, the lot owner shall be liable for reasonable attorney's fees, court costs and all other costs that the Trustees incur in order to stop such work until such time as the lot owner obtains the required Trustee approval and delivers to the Trustees the required agreement signed by the lot owner and contractor and the required deposit and fee.

**D. Fee.** Before commencing any site work for the following construction categories, the lot owner shall pay the applicable nonrefundable fee to the Trustees:

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| 1. Demolition of existing home and construction of new home  | \$10,000.00 |
| 2. Construction of an addition to a home, tennis court, swimming pool or pool house  | \$ 5,000.00 |
| 3. Demolition of an existing home (if independent of construction of new home, to be credited on the fee for later new home construction on lot) | \$ 5,000.00 |

## VI

### **ASSESSMENTS**

The owner of each lot shall pay annual general assessments and, if levied, special assessments. Such assessments shall be determined, levied and enforced, as hereinafter provided.

The assessments levied hereunder shall be used for the purpose of providing funds for carrying out all of the powers and duties of the Trustees as described in this Indenture, including without limitation, the maintenance, repair and improvement of the

streets, provision of services, enforcing the restrictions and otherwise promoting the health, safety and general welfare of the lot owners and residents of the Subdivision.

**A. General Assessment.** For each assessment year (which shall be the twelve month period, from June 1 through May 31, unless the assessment year is hereafter changed), the Trustees shall prepare a budget covering any anticipated work on the streets and other activities they deem appropriate to carry out their duties and powers, and including a reserve for contingencies or future needs. Based on such budget, the Trustees shall determine the total sum needed for such year, and shall levy an assessment therefor against each lot at a uniform rate, which shall not exceed \$500.00 per lot, unless increased as hereinafter authorized. The Trustees shall designate the due date for payment of the assessment.

1. Written notice of the assessment shall be given to each lot owner, with the due date for payment.

2. An annual general assessment in excess of \$500.00 shall require either (a) the approval of such increase at an Annual or Special Meeting of the lot owners; or (b) the written consent of the owners of a majority of the lots in the Subdivision.

**B. Special Assessment.** If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment in addition to the general assessment, they shall submit to the lot owners for approval a written outline of the reasons for the additional assessment. If the additional assessment is approved, either at an Annual or Special Meeting of the lot owners, or by the written consent of the

owners of a majority of the lots, the Trustees shall notify the lot owners of the additional assessment and its due date or dates.

**C. Non-Payment of Assessment.**

1. If any assessment is not paid when due, there shall be a late charge of \$50.00 per month or fraction of a month until the assessment and any unpaid late charges are paid. Such assessment and late charges and any costs incurred by the Trustees on account of such nonpayment, including, without limitation, reasonable attorneys fees, shall constitute a lien upon such lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the due date of such assessment, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment, the accrual of any late charges and any costs incurred by the Trustees on account of such nonpayment, including without limitation, reasonable attorneys' fees, with respect to any lot on which there is a delinquency and record same in the office of the Recorder of Deeds of St. Louis County, Missouri. The Trustees shall, upon full payment, record a release of such lien (at the expense of the owner of the lot affected).

2. Any procedure authorized by law may be used to effectuate collection of any assessment, late charges, costs, and reasonable attorneys' fees, incurred on account of such nonpayment.

## VII

### **RESTRICTIONS**

The following restrictions shall apply to all of the property within the Subdivision.

A. All lots shall be restricted to one family residence usage only and not more than one dwelling shall be erected on a lot.

B. No dwelling shall be occupied by more than one family.

C. No animals, except for household pets (but no pet with vicious propensities) commonly found in a subdivision of this type, shall be kept in or on any part of a lot unless written permission is obtained from the Trustees. Such permission, if granted, shall be revocable at the discretion of the Trustees. No animals shall be kept or bred for commercial purposes. Any dog shall be leashed if off the owner's lot. The Trustees may prohibit the keeping of any pet which by reason of its noisiness or other factor is determined by the Trustees, in their sole judgment, to be a nuisance or annoyance to residents of the Subdivision.

D. No building or any part of a lot shall be used for any purpose prohibited by law or ordinance, nor shall anything be done in or on any premises which may be or become a nuisance to the residents of the Subdivision, as determined by the Trustees in their sole judgment.

E. No fence shall be permitted, except: (1) a fence around a tennis court; (2) a fence required by law around a swimming pool; (3) a fence which does not exceed five feet in height which is located behind the front building line. No permitted fence shall include chain link material, except a fence around a tennis court.

F. No commercial vehicles, boats, motorcycles, campers, recreational vehicles, including vans equipped or used for recreational purposes, house trailers, boat trailers or trailers of any description shall be parked or stored other than in a garage or in such other enclosure approved by the Trustees. The term, commercial vehicles, includes trucks, vans and any vehicles with commercial license plates, signage or ladder racks or other attachments, but does not include a sport utility vehicle or a pickup truck or van-type vehicle with a capacity of not more than one ton which is used exclusively for personal non-business purposes. A construction trailer or commercial vehicle used in connection with active construction on a lot may be parked on such lot during periods of active construction and only for such time as such trailer or vehicle is actually being used in the construction process. The foregoing prohibition shall not apply to temporary parking for pickup or delivery or other commercial services.

G. No disabled, unlicensed or inoperable vehicle of any kind shall be parked in the Subdivision except in a garage.

H. No building materials or equipment of any kind shall be stored on any lot, other than in a garage, except where such building materials or equipment are being used in connection with approved construction during the period of active construction.

I. No vehicle shall be parked overnight on any Subdivision street, except with the prior approval of the Trustees.

J. No exterior television or radio tower, antenna or other similar device shall be erected or installed in any part of the Subdivision without the prior written approval of the Trustees.



K. No satellite dish larger than 24 inches in diameter shall be installed without the prior written approval of the Trustees. A satellite dish 24 inches in diameter or less may be mounted on a dwelling, provided it is not visible from the street.

L. No signs of any kind shall be installed, maintained, or displayed within the Subdivision, except: (1) one real estate sign, not exceeding 6 square feet in area, advertising the sale of the lot on which it is displayed; (2) a sign identifying the builder performing construction on the lot on which it is displayed, during construction, provided that the Trustees have first approved the size and specific location.

M. No trash, rubbish or garbage receptacle or can shall be placed on the exterior of a lot more than 15 hours before a scheduled collection, and shall be removed before midnight of the day of collection.

N. No lot shall be resubdivided. No fractional part of a lot shall be transferred without the prior approval of the Trustees.

O. No outbuilding of any kind, including but not limited to a playhouse, shed, or any structure for keeping an animal, or animal run, shall be constructed or maintained on a lot, except for a pool house, not exceeding 500 square feet in area which shall not encroach on any building line and except for an enclosure approved by the Trustees for the parking or storage of commercial vehicles, boats, motorcycles, campers, recreational vehicles or trailers.

P. Any residence hereafter constructed or structurally altered shall comply with the following:

1. Building Lines. As required by the ordinances of the City of Huntleigh.

2. Height. Shall not exceed two stories in height;

3. Size. Not less than 3,500 square feet of livable space on the first floor, exclusive of garage;

4. Garage. A garage shall be an integral part of the residence; the garage doors shall only be rear or side entry. Detached garages are prohibited.

Q. No residence or other structure or any portion of a lot shall be used or devoted to any commercial purposes except that a resident may conduct within the home such limited business pursuits as do not involve any clients, customers, patients, employees or any other person coming to the premises, or any other characteristic indicative of the conduct of business activity at the property.

R. No estate, garage, rummage, moving, demolition or similar sale shall be conducted, except that one such sale may be held in conjunction with the sale of a home. At any such sale, only items utilized by a resident prior to the sale may be offered for sale, it being the intent hereof to prohibit bringing in merchandise for sale which was not previously used by the resident.

S. No lot or residence or structure shall be leased, in whole or part, except that a lot owner who has created a Qualified Personal Residence Trust may continue to occupy the residence pursuant to lease from the child or children of the lot owner after transfer of ownership.

## VIII

### **EXISTING NONCONFORMING FENCES, DWELLINGS, OR STRUCTURES**

If any fence, dwelling or structure or portion thereof existing as of the recordation of this 2006 Amended and Restated Indenture does not conform to the restrictions of this Indenture, such nonconforming fence, dwelling or structure or portion thereof shall not be deemed in violation of these restrictions so long as such fence, dwelling or structure or portion thereof remains in its then existing form. Any change or proposed addition to such fence, dwelling or structure, or any new improvement or structure requiring plan review and approval by the Trustees hereunder, shall be subject to the provisions of this 2006 Amended and Restated Indenture.

An enclosure or location for the parking or storage of a truck, commercial vehicle, boat, recreational vehicle or trailer approved by the Trustees prior to the recordation of this 2006 Amended and Restated Indenture shall not be subject to this 2006 Amended and Restated Indenture.

## IX

### **ENFORCEMENT**

The Trustees or the owner of any lot in the Subdivision shall have the right to enforce, by any proceeding at law or in equity, any of the provisions of this Indenture, either to restrain or enjoin a violation or threatened violation, compel a correction, or to recover damages. Reasonable attorneys' fees and court costs incurred by the Trustees (but not individual lot owners) in enforcing any of the provisions of this Indenture shall be paid by the owner or owners violating any such provision.

Failure or forbearance by the Trustees to enforce any provision of this Indenture shall in no event be deemed a waiver of the right to do so thereafter.

The provisions of this Indenture are to be construed independently, and in the event that any of them shall be judicially determined to be void or for any reason unenforceable, the validity and binding effect of the remaining provisions of this Indenture shall not be impaired or affected.

## **X**

### **DURATION, AMENDMENTS AND ADDITIONS**

All of the provisions of this Indenture shall continue and remain in full force and effect at all times for a period of 25 years from the date of recordation of this Indenture, and shall, as then in force, be automatically extended for successive periods of 10 years each, unless an instrument signed and acknowledged by the then owners of at least two-thirds of the lots in the Subdivision has been recorded, agreeing to terminate this Indenture as of the end of any such 10 year period.

Any amendment, deletion, change in, or addition to the provisions of this Indenture (whether more or less stringent) may be made at any time by written instrument consented to in writing by the owners of at least two-thirds of the lots in the Subdivision, none of whom being at the time in arrears with the duly levied assessments against the lot owned by them, and signed by the Trustees and recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

IN WITNESS WHEREOF, the undersigned have executed the foregoing 2006 Amended and Restated Indenture of Huntleigh Woods.