



\* 2 0 1 9 0 5 2 8 0 0 5 0 6 \*

GERALD E. SMITH, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **RESTR**  
GRANTOR: **HUNTLEIGH WOODS ASSOCIATION**  
TO:  
GRANTEE: **HUNTLEIGH WOODS ASSOCIATION INC.**  
PROPERTY DESCRIPTION: **HUNTLEIGH WOODS PB: 52 PG: 44**

Lien Number

Notation

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

STATE OF MISSOURI )  
                                  SS.  
COUNTY OF ST. LOUIS )

Document Number  
**00506**

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 49 pages, (this page inclusive), was filed for record in my office on the 28 day of May, 2019 at 01:39PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

RL  
Deputy Recorder



*Gerald E. Smith*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

St. Louis Title, LLC (CM)  
7701 Forsyth Blvd  
Suite 200  
Clayton, MO 63105

Destination code: **4001**

RECORDING FEE 165.00  
(Paid at the time of Recording)

COVER PAGE

2019 HUNBLEIGH WOODS ASSOCIATION, INC.  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STANBURY 2018-3

Date: May 22, 2019

Grantor: Huntleigh Woods Association

Grantor's Address: 2 Huntleigh Woods  
St. Louis, Missouri 63131

Grantee: Huntleigh Woods Association, Inc., a Missouri nonprofit corporation

Grantee's Address: 2 Huntleigh Woods  
St. Louis, Missouri 63131

Legal Description: As set forth on Exhibit A of the attached Declaration of Covenants, Conditions and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

2019 HUNTLEIGH WOODS ASSOCIATION, INC.  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Date: May 22, 2019

Grantor: Huntleigh Woods Association

Grantor's Address: 2 Huntleigh Woods  
St. Louis, Missouri 63131

Grantee: Huntleigh Woods Association, Inc., a Missouri nonprofit corporation

Grantee's Address: 2 Huntleigh Woods  
St. Louis, Missouri 63131

Legal Description: As set forth on Exhibit A of the attached Declaration of Covenants, Conditions and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

2019 HUNTLEIGH WOODS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

1. <u>RECITALS AND PURPOSE OF DECLARATION</u> .....	2
2. <u>DEFINITIONS</u> .....	3
3. <u>THE HOMEOWNERS ASSOCIATION</u> .....	4
4. <u>MEETINGS</u> .....	6
5. <u>DIRECTORS DUTIES AND POWERS</u> .....	7
6. <u>ARCHITECTURAL AND ENVIRONMENTAL CONTROLS</u> .....	11
7. <u>ASSESSMENTS</u> .....	15
8. <u>RESTRICTIONS</u> .....	17
9. <u>EXISTING NONCONFORMING FENCES, DWELLINGS, OR STRUCTURES</u> .....	21
10. <u>ENFORCEMENT</u> .....	21
11. <u>DURATION, AMENDMENTS, AND ADDITIONS</u> .....	22

2019 HUNTLEIGH WOODS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I. RECITALS AND PURPOSE OF DECLARATION

WHEREAS, the plat of Huntleigh Woods Subdivision (the subdivision is sometimes referred to herein as "Community") was duly recorded in Plat Book 52, at pages 44-45 of the Office of the Recorder of Deeds of St. Louis County, Missouri ("Plat") 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 said Indenture has been subsequently further supplemented and amended, the most recent of which was the 2006 Amended and Restated Indenture of Huntleigh Woods recorded in Book 18370, Page 1344 of the St. Louis County Records, (collectively referred to herein as "Indenture, as amended"); and

WHEREAS, the Indenture, the Indenture as amended, and the Plat govern the property referenced therein, and as set forth in the attached Exhibit A which is incorporated by this reference;

WHEREAS, the 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; and

WHEREAS, the Owners of at least two-thirds of all of the lots in Huntleigh Woods, as set forth in the attached Exhibit B, which is incorporated herein by reference, seek to amend and replace the Indenture, as amended, and do hereby exercise their right to amend and restate the Indenture.

WHEREAS, this instrument, together with all of the restrictions, conditions, covenants, and regulations set forth herein, shall be known as the "2019 Huntleigh Woods Declaration of

Covenants, Conditions and Restrictions”, and shall supersede and replace the Indenture, as amended;

WHEREAS, the current Trustees of Huntleigh Woods Association (“Trustees”) have formed Huntleigh Woods Association, Inc., a non-profit Missouri corporation (“Association”), which shall assume and perform the obligations, duties and rights granted them under this 2019 Huntleigh Woods Declaration of Covenants, Conditions and Restrictions;

WHEREAS, all rights and privileges of the Huntleigh Woods Association in and to any contract, conveyance, permit (including any and all encroachment permits between the Association and any Owner or former Owner) or license shall be and hereby are transferred to Huntleigh Woods Association, Inc.

NOW, THEREFORE, in accordance with the consent of the Owners, the following 2019 Huntleigh Woods Declaration of Covenants, Conditions and Restrictions are hereby adopted:

## II. DEFINITIONS

“Association” shall mean and refer to Huntleigh Woods Association, Inc., a Missouri nonprofit corporation, and its successors and assigns.

“Common Property” shall mean and refer to those areas of personal and real property and the improvements thereon owned by the Association, and all easements, licenses and other occupancy or use rights which the Association has in any portion of the Property, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of all of the Owners.

“Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time-to-time.

“Lot” means any numbered parcel of land together with improvements thereon shown upon the plat of survey, recorded in Plat Book 52, Pages 44-45, St. Louis County, Missouri Records, or as similarly shown on supplement surveys of such tract.

“Owner” shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has validly acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“Structure” includes, by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, wall, or driveway entrance pillars.

### III. THE HOMEOWNERS ASSOCIATION

3.01 Purpose, Power and Duties of the Association. Huntleigh Woods Association, Inc. (“the Association”) has been formed as a nonprofit corporation and shall have the power and duty to exercise all of the rights, powers and privileges to further the common good and general welfare of Huntleigh Woods subdivision.

3.02 Membership in the Association. Every Owner shall be a member of the Association (“Member”).

3.03. Voting Rights. Each Lot shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or

more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted.

Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any Member who has failed to pay any Assessments due and payable shall not be entitled to vote at any annual or special meeting.

A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership or limited liability company, if an Owner, shall act through a partner or Member or manager, as applicable, as designated by the partnership or company in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote.

3.04 Board of Directors and Officers

(a) Board. The affairs of the Association shall be managed by a Board of Directors, which shall consist of three (3) Members. Except as provided in this Declaration, the Articles of Incorporation or Missouri law, the powers inherent granted to the Association by this Declaration may be exercised by the Directors, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. Following each annual meeting of the Association, the Directors shall designate a Director to serve as President, a Director to serve as Vice-President, and a Director to serve as Secretary/Treasurer, until the time of the next following annual meeting.



(c) Replacement of Director. In the event that any Director elected hereunder shall die, resign or otherwise become unable to serve for any reason, then the remaining Directors shall select a successor for the remainder of such Director's term.

3.05 Rights and Privileges

All rights and privileges in and to any contract, conveyance, permit (including any and all encroachment permits between the Association and any Owner or former Owner) or license are hereby transferred and conveyed to the Huntleigh Woods Association, Inc.

IV. MEETINGS

4.01 Annual Meeting. An annual meeting of the Members of the Association shall be held in May of each year, or as soon thereafter as practicable (the specific date, time and place to be determined by the Directors) ("Annual Meeting"). At the Annual Meeting, the Directors shall provide the Membership with an update on financial and other affairs of the Association. The Members shall elect three (3) directors at the annual meeting to serve for the following year, and act on other matters that may require their vote. A Member may serve successive terms, but no Member shall be allowed to serve as a Director unless and until all past and current assessments applicable to his or her Lot have been paid in full.

4.02 Special Meeting. A special meeting of the Members of the Association may be called by (i) the President of the Association, (ii) two or more Directors of the Association, or (iii) five or more Members who shall submit a written request to the Directors. (If the Directors fail to call a special meeting requested by the Members, then those Members may call a special meeting by giving notice to the Owners of each lot, as provided for the call of a special meeting by the Directors.) The only business that shall be considered at a special meeting are the matters

identified in the notice to the lot Owners. The quorum and voting provisions specified for annual meetings shall apply to special meetings.

4.03 Notice of Meetings. Each Member shall be given at least ten (10) days' written notice (electronic mail may satisfy this requirement) of the time and place of any annual or special meeting.

4.04 Quorum. Except as otherwise provided herein, a quorum shall consist of at least seventeen Members eligible to vote at the time of the meeting, either in person or by proxy.

4.05 Written Consent of Members. Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held.

## V. DIRECTORS' DUTIES AND POWERS

5.01 Authority of Directors. The Directors shall have the duties, powers and authority described throughout this Declaration, including the following:

(a) Streets and Subdivision Entrances. To maintain, repair and improve the streets, including the islands and subdivision entrances; 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.

(b) Neglected Property. To clear rubbish and debris and remove grass and weeds from, and trim, cut back, or remove trees or shrubbery upon, any Lot, and to charge the Owner of any such Lot with the expense so incurred. No such action shall be taken by the Directors until written notice of the neglected condition has been given to the Owner of such Lot specifying a reasonable time, but no later than thirty (30) days, to remedy the neglected condition. All costs incurred by the Directors to eliminate such neglected condition shall be a lien against such Lot, which may be enforced in the same manner as assessment liens. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(c) Insurance. To purchase and maintain such insurance as they deem appropriate, including but not limited to liability insurance protecting the Directors and lot Owners from claims related to their acts on behalf of the Association.

(d) Rules and Regulations. To promulgate rules, regulations, and construction/demolition contracts, not inconsistent with this Declaration, for the safety and welfare of the lot Owners, with respect to such matters as the Directors 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, regulations, and contracts with their effective dates, shall be provided to the lot Owners upon request.

(e) Plan Review and Approval. As more specifically provided herein, 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.

(f) 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.

(g) Contracts and 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 Declaration, 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 Directors.

(h) Easement. There is hereby impressed on each lot an easement for reasonable ingress and egress by the Directors, their agents, contractors, or employees for the performance of any of their rights, duties and responsibilities as provided herein. Neither the Directors, 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 Directors in the interest of the health, welfare or safety of the lot Owners or residents.

(i) Common Properties. To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to

exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners, to grant such easements and rights-of-way over the Common Properties to such utility companies or governmental authorities or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(j) Maintenance. To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way within the Common Properties that have not been accepted for maintenance by a governmental authority or utility company, as is necessary to maintain, repair, supervise and insure the proper use thereof, including the right (for the Association and others to whom the Association may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-way, any of the following: street lights, sewers, pipes, poles, wires and other facilities and utilities for service to the Lots.

(k) Security Cameras. At the discretion of the Directors, they may install and monitor security cameras; provided, however, that neither Association, nor its respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Common Property, or for any Owners, or any property of Owners, real or personal, or Owners' principals, shareholders, partners, agents, Members, invitees or guests. Furthermore, each and

every Owner hereby releases and holds harmless the Association, and its respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage or loss of real or personal property or injury or death resulting in any way, due to the existence or level of security provided by the Association. Each Owner shall further defend and indemnify the Association and its respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from any claims brought by any of such Owners' principals, shareholders, partners, agents, family members, licensees, invitees, vendors and guests alleging any claim related to or arising out of the existence, functioning or lack thereof of the security cameras or any other security issue.

5.02 No Personal Liability. All rights, powers, duties, privileges and acts of every nature and description conferred upon the Association and the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts (except for dishonesty or acts criminal in nature) to the extent permitted by law.

## VI. ARCHITECTURAL AND ENVIRONMENTAL CONTROLS

6.01 Architectural Approval of Structures or Improvements. An Owner shall not cause or allow any new building, fence, pool house, tennis court, wall, driveway or other new structure to be commenced on a Lot, and no existing building shall be demolished, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, tree removal, and

configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. The Owner shall include the anticipated starting and completion dates.

It is the intent of this Declaration that all homes and structures shall be constructed of attractive exterior materials of high quality and that they may be in harmony with the character of the subdivision. In their review of the plans, the Directors shall consider all factors which may affect the desirability of Huntleigh Woods and the value of existing homes.

6.02 Non-refundable Fees. The following types of projects shall require payment of a uniform non-refundable fee by an Owner, which shall be determined at the annual meeting of Members, and which shall be payable prior to commencement of work. The Owners should include, without limitation, the following documentation for these projects:

(a) Demolition of Existing Home and Construction of New Home. An 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, storm water drainage plans, landscape plan and tree removal, and plan for seeding or sodding the Lot after demolition in order to prevent erosion. The nonrefundable fee as of the date of this Declaration shall be Twenty Thousand Dollars (\$20,000.00), which is subject to change by the Members at the annual meeting.

(b) A New Home on an Unimproved lot. The same documents listed in 6.02(a), other than a plan for seeding or sodding. The nonrefundable fee as of the date of this Declaration shall be Twenty Thousand Dollars (\$20,000.00), which is subject to change by the Members at the annual meeting.

(c) For Only the Demolition of an Existing Home. A grading and tree removal plan, a landscaping plan, and a plan for seeding or sodding the Lot, and restoring the lot

to acceptable grade. The nonrefundable fee as of the date of this Declaration shall be Five Thousand Dollars (\$5,000.00), which is subject to change by the Members at the annual meeting.

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

6.03 Refundable fees. The Directors may also require a reasonable refundable deposit, paid to the Association, in connection with the proposed demolition and/or erection of any building or structure on the Property, approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired. The refundable fee as of the date of this Declaration shall be Five Thousand Dollars (\$5,000.00), for each of the projects referenced in section 6.02, and is subject to change by the Members at the annual meeting.

6.04 Permits and Approvals. The Owner shall, after obtaining the approvals required by this Declaration, obtain and maintain in effect all necessary permits and approvals from any and all applicable governmental authorities prior to commencing any such improvements and modifications and the same shall be completed in accordance with this Declaration and applicable laws and ordinances. The Owner shall also bear the responsibility for the maintenance of any Owner-constructed improvement. The Association and its Directors shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner, its agents or any other person or entity on account of: (1) the approval or disapproval of any improvements or modifications, or any plans, contracts, bonds, contractors, sureties or other matters in connection



therewith; (2) the construction or performance of any work, whether or not pursuant to approved plans; (3) any Owner's or any other person's or entity's failure to obtain the proper permits and approvals; or (4) the compliance of any improvements or modifications with applicable codes. No existing building shall be demolished until the plans for any such project have been reviewed and approval in writing by the Directors with such conditions as they may require, and until the fee as provided in this Declaration has been paid to the Association.

6.05 Plan Review: Conditions of Approval. The Directors shall respond to the Owner in a timely manner following the submittal of all necessary documents. The Directors 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 this Declaration

If the plans are approved, the Owner and the contractor selected by the Owner shall comply with all conditions required by the Directors, including without limitation, 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. At their discretion, the Directors may require the Owner and/or contractor to deposit funds with the Association in such amount as is determined by the Directors, to assure compliance with such conditions. Any such deposit shall be returned upon completion of the work or, if the condition has not been complied with, the Association may apply such funds to the cost of any corrective work deemed necessary by the Directors.

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

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

6.06 Commencement of Work. No site work shall be performed on any project for which Director approval is required, (without regard to approval by the Village of Huntleigh or any other governmental authority), until the Directors have approved the plans in accordance with the foregoing procedures, and until the Owner has delivered to the Association the deposit, if required by the Directors, and the non-refundable fee as provided below. If any such work is performed without Trustee approval or without payment of such deposit for fee, the Owner shall be liable for reasonable attorney's fees, court costs and all other costs that the Association incurs in order to stop such work until such time as the Owner obtains the required Association approval and delivers to the Directors the required deposit and fee.

## VII. ASSESSMENTS

7.01 Annual Assessments. Each Owner shall pay the Association an annual assessment, to be determined by the Members at the annual meeting. The annual assessment as of the date of this Declaration is \$500, which is subject to change by the Members at the annual meeting. Also, each Owner shall pay the Association any special assessments for capital or other improvements and other charges which may or shall be levied by the Association against all Lots. There shall be a continuing charge and lien upon all Lots owned to secure payment of such assessments and penalties and interests thereon and costs of collection, including reasonable attorneys' fees. No sale or transfer at foreclosure or otherwise shall relieve any Lot or Lots from liability for any assessment thereafter assessed.

7.02 Special Assessments. In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by at least eighty percent (80%) of Members, or at a meeting of Members in which a quorum is present and two-thirds of Members present approve the special assessment. In addition, the Directors may levy a special assessment or charge against any Owner and any Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants or (iii) removal of unapproved or unauthorized signage erected anywhere on the Property.

7.03 Manner of Assessments. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. The Directors are hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against a Lot. 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.

7.04 Non-Payment of Assessment.

If any assessment is not paid when due, there shall be a late charge of \$25.00 per

month or fraction of a month until the assessment and any unpaid late charges are paid, and bear interest at the annual rate of 15%. Such assessment and late charges and any costs incurred by the Directors on account of such nonpayment, including, without limitation, reasonable attorney's 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 Directors may execute and acknowledge an instrument reciting the levy of the assessment, the accrual of any late charges and any costs incurred by the Directors 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 Deed of St. Louis County, Missouri. The Directors shall, upon full payment, record a release of such lien (at the expense of the Owner of the Lot affected). 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.

#### VIII. 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 the 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 Directors. Such permission, if granted, shall be revocable at the discretion of the Directors. No animals shall be kept or bred for commercial

purposes. Any dog shall be leashed if off the Owner's lot. The Directors may prohibit the keeping of any pet which by reason of its noisiness or other factor is determined by the Directors, 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 Lot which may be or become a nuisance to the residents of the Subdivision, as determined by the Directors in their sole judgment.

E. No fence shall be permitted, except for a fence around a tennis court or as required by law around a swimming pool or a fence which does not exceed five feet in height which is located behind the front building line. Chain link fences are prohibited except 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 Directors. 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 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 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 Directors.

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 Directors.

K. No satellite dish larger than 24 inches in diameter shall be installed without the prior written approval of the Directors. 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 for one real estate sign or "political sign" per Lot, not exceeding 6 square feet in area, advertising the sale of the Lot on which it is displayed. Political sign shall refer to any ground mounted sign in support of or in opposition to a person seeking elected office, or a ballot within 45 days of the election.

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 Directors.

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 maintain on a Lot, except for a pool house or enclosure approved by the Association.

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

1. Building Lines. As required by the ordinances of the Village 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 Lot.

R. No estate, garage, rummage, moving or similar sale shall be conducted, except that one such sale may be held in conjunction with the sale of a Lot. 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 dwelling or structure shall be leased, in whole or part, without consent of the Directors.

T. No Lot may have a solar collector system, wind generator system, or any similar type system or appliance without Director approval.

U. Pool pads, generators and similar mechanical equipment shall be screened and not visible from the street.

**IX. EXISTING NONCONFORMING FENCES, DWELLINGS, OR STRUCTURES**

If any fence, dwelling or structure or portion thereof existing as of the recordation of the Declaration does not conform to the restrictions of the Declaration, 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 Association hereunder, shall be subject to the provisions of this 2019 Declaration. This Section IX shall not apply to any previously issued encroachment permit.

**X. ENFORCEMENT**

The Directors 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 the Declaration, either to restrain or enjoin a violation, compel a correction, or to recover damages. Reasonable attorneys' fees and court costs incurred by the Directors or an Owner in enforcing any of the provisions of this Declaration shall be paid by the Owner or Owners violating any such provision.

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



The provisions of this Declaration 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 Declaration shall not be impaired or affected.

XI. DURATION, AMENDMENTS, AND ADDITIONS

All of the provisions of the Declaration shall continue and remain in full force and effect of all times for a period of 25 years from the date of recordation of this Declaration, and shall, as then in force, be automatically extended for successive periods of 10 years each, unless and 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 Declaration as of the end of any such 10 year period.

Any amendment, deletion, change in, or addition to the provisions of the Declaration (whether more or less stringent) may be made at any time as approved by the vote of two-thirds (2/3) of the Owners at a meeting of the Owners, or the consent given in writing and signed by Members holding at least eighty (80%) of the voting power, and such alteration or amendment, recorded in office of the Recorder of Deeds of St. Louis County, Missouri shall become a part of the provisions and restrictions of this Declaration.

General Disclaimer. Each Member, Owner and occupant of any Lot, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, and its Directors, are not insurers and that each Member, Owner and occupant of any Lot and each tenant, guest and invitee of any Member or Owner assumes all risks of loss or damage to person or property. All Owners hereby agree to hold the Directors, the Association and their

successors and assigns, officers, directors, governors, agents and employees, harmless from any injuries, damages, losses, or claims arising from or in connection with the occurrence of any criminal or other unlawful activity of such Owner. The Association and its successors and assigns, officers, directors, governors, agents, and employees, shall not be bound by any prior or present terms, statements, representations, conditions, obligations or warranties, oral or written, implied or express, including, but not limited to, the implied warranties of habitability, merchantability and fitness for a particular purpose, which are not contained in this Declaration. Neither the Association nor its Directors are responsible for the security of the Owners and their family Members, tenants, invitees, licensees and guests and the guests, invitees and licensees of their tenants. All Owners are advised to notify the appropriate police or sheriff's department of any and all health and property emergencies in the Community.

Recitals and Exhibits. Each recital set forth and exhibit referenced in this Declaration is incorporated herein and is a part of this Declaration.

IN WITNESS WHEREOF, the undersigned Directors acknowledge and represent that this Declaration of Covenants, Conditions and Restrictions has been approved by at least two-thirds of the lots in Huntleigh Woods as reflected on Exhibit B..

HUNTLEIGH WOODS ASSOCIATION, Inc.  
a Missouri nonprofit corporation

By:  \_\_\_\_\_

Title: President

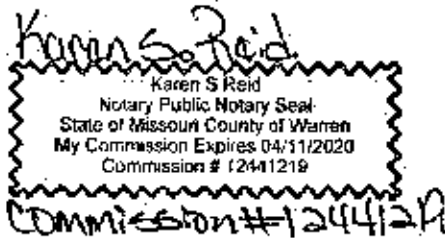
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 22<sup>✓</sup> day of May, 2019 before me, a notary public in and for said state, personally appeared David Wasinger, President of Huntleigh Woods Association, Inc., who executed the within document, and acknowledged to me that they executed the same for the purposes therein stated and that the matters and facts set forth therein are true and correct to the best of their knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal the day and year first above written.

My Commission Expires:  
4-11-2020

Notary Public

  
\_\_\_\_\_  
Steve Noles, Trustee  
\_\_\_\_\_  
Mitch Platin, Trustee  
\_\_\_\_\_  
David Wasinger, Trustee

Being all of the Trustees of Huntleigh Woods Association

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 22 day of May, 2019, before me, a notary public in and for said state, personally appeared Steve Noles, Mitch Platin, and David Wasinger who executed the within document, and acknowledged to me that they executed the same for the purposes therein stated and that the matters and facts set forth therein are true and correct to the best of their knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal the day and year first above written.

My Commission Expires: 4-11-2020

*K. Reid*  
Notary Public  
*Karen S Reid*  
Karen S Reid  
Notary Public Notary Seal  
State of Missouri County of Warren  
My Commission Expires 04/11/2020  
Commission # 12441219  
*Commission # 12441219*

EXHIBIT A

Lots 1 to 4, Lots 6-31, Lots 33-45, and Lots 52 and 53, inclusive, and all of the Common Property set forth in the plat of Huntleigh Woods Subdivision duly recorded in Plat Book 52, at pages 44-45 of the Office of the Recorder of Deeds of St. Louis County, Missouri.

EXHIBIT B

The undersigned consent to the 2019 Huntleigh Woods Association, Inc. Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded in Book 18370, Page 1344 of the St. Louis County Recorder of Deeds.

Mary Anne Sanchez  
Owner of Lot # 1 Huntleigh Woods

DACAS Properties  
By: [Signature]  
Owner of Lot # 1A Huntleigh Woods

[Signature]  
Owner of Lot # 2 Huntleigh Woods

[Signature]  
Owner of Lot # 8 Huntleigh Woods

[Signature]  
Owner of Lot # 3 Huntleigh Woods

[Signature] Jean Wallers Trust  
Jean C. Wallers  
Owner of Lot # 9 Huntleigh Woods

John Wilmer  
Owner of Lot # 4 Huntleigh Woods

[Signature]  
Owner of Lot # 70 Huntleigh Woods

[Signature]  
Owner of Lot # 5 Huntleigh Woods

Owner of Lot #      Huntleigh Woods

EXHIBIT B

The undersigned homeowners consent to the Huntleigh Woods Association, Inc. Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

W Schmidt

William Schmidt  
Owner of Lot # 33 Huntleigh Woods

Virginia Barkel

Virginia Barkel  
Owner of Lot # 24 Huntleigh Woods

[Signature]

Larry [Signature]  
Owner of Lot # 21 Huntleigh Woods

[Signature] JAMES HEUER  
FACILE

Owner of Lot # 28 Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Diane Kavanaugh

Diane Kavanaugh  
Owner of Lot # 25 Huntleigh Woods

John A. Spesia Trustee

JOHN SPESIA  
Owner of Lot # 13 Huntleigh Woods

Gabriella Bolm

GABRIELLA BOLM  
Owner of Lot # 15 Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Owner of Lot # \_\_\_\_\_ Huntleigh Woods

The undersigned consent to the Huntleigh Woods Association, Inc. Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded in Book 18370, Page 1344 of the St. Louis County Recorder of Deeds.

Anne Monterubio

Anne Monterubio

Owner of Lot # 26 Huntleigh Woods

Bill Pepmuller

Bill Pepmuller

Owner of Lot # 29 Huntleigh Woods

Charity Hale  
Chalres

Owner of Lot # 21 Huntleigh Woods

Mitchell Platin

M Platin

Owner of Lot # 33 Huntleigh Woods

Glen Markwort

Owner of Lot # 36 Huntleigh Woods

44



The undersigned consent to the Huntleigh Woods Association, Inc. Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded in Book 18370, Page 1344 of the St. Louis County Recorder of Deeds.

Tamera & William Withington Trust  
Tamera M. Withington & W. Withington

Owner of Lot # 31 Huntleigh Woods

Randal A. Koning  
[Signature]

Owner of Lot # 10 Huntleigh Woods

Richard & Elizabeth Nix  
[Signature]

Owner of Lot # 35 Huntleigh Woods

Brian Klarcum  
[Signature]

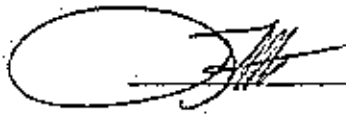
Owner of Lot # 30 Huntleigh Woods

VINAY & SONA KAMAT  
[Signature]

Owner of Lot # 27 Huntleigh Woods

EXHIBIT B

The undersigned homeowners consent to the Huntleigh Woods Association, Inc. Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.



Steve and Patricia Adams  
Owner of Lot # 37 Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Michael and Marjorie Carr  
Michael and Marjorie Carr  
Owner of Lot # 53 Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

Jim and Joanne  
Jim and Joanne  
Owner of Lot # 40 Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

\_\_\_\_\_  
Owner of Lot # \_\_\_\_\_ Huntleigh Woods

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.




James & Eleni Zemlyak

Owner of Lot # 12 Huntleigh Woods

Dated May 17, 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.



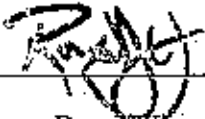
Wimbledon Properties, LLC

Owner of Lot # 16 Huntleigh Woods

Dated May 17, 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.



Ronald Kruszewski

Owner of Lot # 17 Huntleigh Woods

Dated May 17, 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

Soraja Q. Ebrahimi Moshiri

Owner of Lot # 19 Huntleigh Woods

Dated 5/17/19

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.



VINCENT W. ZUCCHIELLO, PARTY IN INTEREST FOR

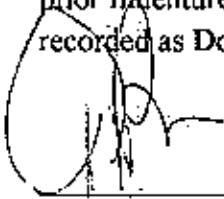
~~MARKET 311 ZUCCHIELLO~~

Owner of Lot # 20 Huntleigh Woods

Dated 5/15/19

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.



Virginia Barkel

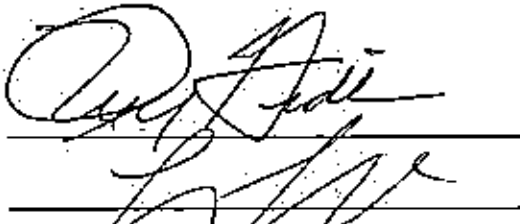
Owner of Lot # 24 Huntleigh Woods

Dated 5-16-19



CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

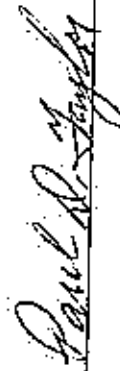
A handwritten signature in black ink, appearing to read "D. J. [unclear]", is written over a horizontal line. Below this line is another horizontal line, and below that, the number "34" is written in a larger font.

Owner of Lot # 34 Huntleigh Woods

Dated 5-16-19

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

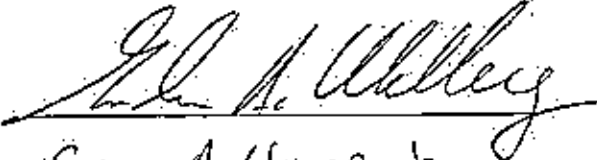


Owner of Lot # 38 Huntleigh Woods

Dated May 16, 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

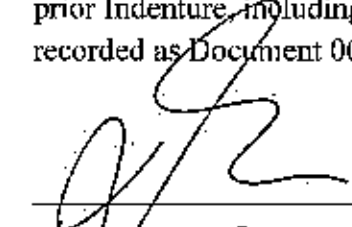
  
Gordon A. Wiscare Jr

Owner of Lot # 39 Huntleigh Woods

Dated 16 May 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

  
\_\_\_\_\_  
David Payne

Owner of Lot # 41 Huntleigh Woods

Dated 5/16/19

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

Greggs Bidami Trust

Greggs Bidami & Kim Bidami

Owner of Lot # 42 Huntleigh Woods

Dated 5.15.19

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.




Sue Baebler

Owner of Lot # 43 Huntleigh Woods

Dated May 21 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

  
\_\_\_\_\_  
James & Eleni Zambak

Owner of Lot # 44 Huntleigh Woods

Dated May 17, 2019

CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

Kate Bauer, A/P AS

Commerce Trust Company, Trustee June Michael Trust


Owner of Lot # 45 Huntleigh Woods

Dated 5/20/19



CONSENT

The undersigned homeowner consents to the Huntleigh Woods Association, Inc. 2019 Declaration of Covenants, Conditions and Restrictions which shall supersede and replace any prior Indenture, including the 2006 Amended and Restated Indenture of Huntleigh Woods, recorded as Document 00964 of the St. Louis County Recorder of Deeds.

  
\_\_\_\_\_  
Kathleen Ziegler  
Owner of Lot # 52 Huntleigh Woods  
Dated 5/16/19