

City & Village

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Nick S. Larson
City and Village Tax Office

INDENTURE OF CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR
FOR 776
COUNTY OF ST. CHARLES
FILED FOR RECORD

HUNTINGTON PARK

1955 JAN 10 PM 4:10

A SUBDIVISION OF RESTRICTED HOMESITES

ST. CHARLES COUNTY, MISSOURI

W. H. [Signature]
REGISTERED DEEDS

BE IT KNOWN that The Huntington Group, A Missouri Corporation, as principal owner of a tract of land in St. Charles County, Missouri has caused said tract to be subdivided and has titled said tract and subdivision HUNTINGTON PARK, the first plat of which is of record in the St. Charles County Recorder's Office in Plat Book 24 Page 61/62.

WHEREAS, this indenture is made, on the date hereinafter set forth by The Huntington Group, for the purpose and intention of establishing and preserving said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a scheme of restrictions and covenants that will mutually benefit, guard and restrict present or future title holders or occupants of all homesites within said tract.

I. CONDITIONS

A. THEREFORE, The Huntington Group hereby establishes the HUNTINGTON PARK HOMEOWNERS ASSOCIATION, hereinafter referred to as the Association, for the purpose of furthering the intention of this indenture and to foster the health, welfare, safety and moral of all who reside or own said homesites. The record holders of the fee simple title to each homesite within said tract shall comprise one membership in said Association.

B. FURTHERMORE, for the purpose of carrying out the business matters of said Association, this indenture hereby establishes a BOARD OF TRUSTEES for the Association, hereinafter referred to as the Trustees.

1. Said Board shall consist of three trustees until such time there is an additional plat of HUNTINGTON PARK consisting of 40 or more homesites recorded, at which time the total number of trustees shall be increased to five. The original three trustees and the additional two trustees shall be appointed by The Huntington Group.

2. In the event one of the trustees resigns, refuses to act, fails to qualify or in any way ceases to act in the capacity of a trustee the remaining trustees shall appoint a replacement. To qualify a trustee must be a member of the Association and have the written support of at least ten different Association members.

3. The Board of Trustees shall serve at the pleasure of the Homeowners Association. At any time a simple majority of the members of the Association can overrule, change or alter any action or decision made by the Trustees. A simple majority of the Association members can remove and/or replace any or all of the Trustees from said Board.

4. The Trustees and their successors ^{detention/retention} shall exercise control over all common ground, easements, storm basins, entrance markers, and all areas and any utility conveyed to the Association. They in turn may convey or transfer on behalf of the Association any of these areas to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Trustees. Until such time they are to improve and maintain these areas for the general use of the members of the Association. They are duly responsible for and shall have control over matters which in its judgement affects the desirability and suitability and the maintenance of HUNTINGTON PARK as a first class residential subdivision. They may make improvements or take on additional responsibilities from time to time to improve the quality of life within said subdivision.

5. The Trustees shall appoint their own chairman, secretary and treasurer and shall establish their meeting dates and the procedures by which they conduct business.

Huntington Group

6. 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 necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees.

7. To enable the Trustees to defend and enforce the restrictions and covenants hereby and hereafter set forth, to exercise the duties imposed upon them by this indenture and to defray any expenses or obligations attributed to the Association, the Trustees are authorized, empowered and granted the right to make uniform assessments upon and against each homesite abiding under this indenture.

8. A regular annual assessment may be levied by the Trustees upon and against each homesite for a sum not to exceed Seventy-Five Dollars (\$75.00) per annum. This maximum amount may be increased by ten percent (10%) per annum with a unanimous vote of the Trustees, or by six percent (6%) per annum with a majority vote of the Trustees.

9. In addition, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the record members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

10. Every owner of any homesite, excluding the owner of any recreational facility within said tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association all regular and special assessments. Said assessments, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made until such time the assessment, and any additional charges are paid in full to the Association.

11. All assessments levied shall be used exclusively to promote the recreation, health, safety and well being of the residents of HUNTINGTON PARK.

C. FURTHERMORE, an Architectural Control Committee is hereby established to review all plans for improvements and utility installation on all homesites, easements and common areas.

1. Said Committee shall consist of three members and shall be appointed by the Huntington Group until January 1, 1987. At that time the Committee shall become the responsibility of the Homeowners Association and shall be appointed by the Board of Trustees.

2. Said Committee shall serve at the pleasure of the Homeowners Association. A simple majority of the members of the Association can overrule, change or alter any action or decision made by the Committee. Also, a simple majority of the Association members can remove and replace any or all of the Committee members.

3. The Committee has the right and the power to approve plans or reject any such plans which in its opinion would be injurious to or out of harmony with the present or future development of this subdivision.

4. The Committee has the right to take exception to any of the following restrictions in the event strict compliance to the restrictions may in its opinion create a hardship on the homeowner because of the physical characteristics of the homesite.

WHEREAS, it being the intention and purpose of this indenture to assure that all dwellings shall be sightly and made of quality workmanship and materials. No building, fence or improvement shall be erected, placed or altered on any homesite in said subdivision until a construction plan, specifications and a site plan have been approved by the Architectural Control Committee. Said plans must be submitted to the Committee at least 30 days prior to construction. Failure by the Committee to act on said plans or in any event if no injunction has been issued to halt construction prior to the completion of the improvement, then said improvement shall be considered to be in conformance with the following restrictions. These restrictions are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several homesites covered by this indenture.

1. The building lines as shown and indicated on the recorded plat of said subdivision are hereby established. In addition, all rear yards shall be at least one-third ($1/3$) the depth of the lot.
2. No dwelling shall be permitted on any lot at a cost less than \$65,000 excluding lot, based upon levels prevailing on the date this indenture is recorded.
3. The living area of all one-story dwellings shall not be less than 1650 square feet; all other dwellings shall have a living area of not less than 2000 square feet with not less than 1140 square feet of living area on one level. Each dwelling shall have a width of not less than 50 feet. The maximum height of any dwelling is not to exceed 25 feet.
4. The outside exterior walls of all structures shall be constructed of brick, real stone, rock, wood or other products as approved by the Architectural Control Committee. The proportions of the materials used shall be governed by the Committee and by the surrounding structures. The Committee reserves the right to restrict or limit the use of any building material whether previously used or not. All wood or wood products must be sealed, stained or painted. The exterior walls shall be completely finished within ninety (90) days after the foundation has been completed. No more than 18 inches, from the ground line of the concrete foundation and concrete retaining walls may be left exposed.
5. The roofing material shall be an Architectural Grade Shingle or an approved equal. Eaves and overhangs shall be a minimum of one foot with the soffits enclosed as required by the style of the house or the Committee.
6. Each dwelling shall have at least 450 square feet of attached garage space with a minimum of two bays and a maximum of four bays. No more than three bays may face on the front of the house. All driveways must be paved.
7. Accessory buildings are subject to the approval of the Committee. If allowed they shall blend with and be constructed of similar materials as the main structure. Carports, metal sheds or temporary structures are not allowed. Above ground swimming pools are expressly prohibited.
8. Fences shall be constructed in a workmanlike manner of substantial new material and shall blend in with existing materials on the property. Fences shall not be more than 5 feet in height except for privacy fences which may not be more than 6 feet in height extending not more than 40 feet behind the dwelling. No fencing is allowed in front of the building line except for front yard ornamental fences of the open type fencing and not more than 4 feet in height. All fencing must meet the approval of the Architectural Control Committee.
9. For sight distance on corner lots, no fence, walls or shrubs which obstruct sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them thirty feet from the intersection of these lines extended.
10. Landscaping and sidewalks may be required as outlined by the Architectural Control Committee.

III. PROTECTIVE COVENANTS

BOOK 1020 970

WHEREAS to ensure that HUNTINGTON PARK becomes and remains a desirable and suitable subdivision in which to reside all lots shall be subject to the following protective covenants, which shall run with the land:

1. No offensive activity or aesthetically displeasing objects such as but not limited to radio towers, satellite discs, oversized antennas will be allowed on any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
2. No trailers, boats, campers, disabled or unlicensed autos, or similar vehicles shall be parked or permitted to remain on any lot unless such vehicles are stored in an enclosed garage. No commercial or recreational licensed vehicle shall be parked on any street in said subdivision for more than two hours between 5:00 p.m. and 8:00 a.m.
3. Garage sales or similar type activities are restricted to the months of April, July and October. Such activity is not permitted on any lot for more than two days per annum.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except for household pets provided they are not maintained for commercial purpose. A maximum of two cats or dogs are permitted and must be retained on the owners lot unless under the control of a leash. Dog runs are not permitted.
5. All lots shall be kept mowed and free of unsightly debris, trash, garbage and other such materials. Waste material must be kept in sanitary containers.
6. No tanks, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.

THESE Conditions, Restrictions and Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this indenture is recorded, after which time said Conditions, Restrictions and Covenants shall be automatically extended for successive periods of 10 years. These Conditions, Restrictions and Covenants are jointly or severally for the benefit of all persons may purchase, hold or own from time to time any of the several homesites covered by this indenture. This indenture can be amended or changed in whole or in part by the Huntington Group or by an instrument signed by a majority of the members of the Home-owners Association, herein established, agreeing to the changes or amendments and properly recorded.

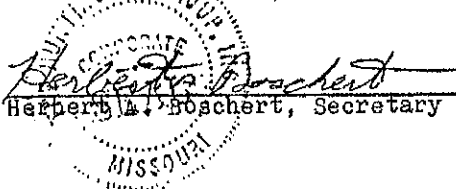
WHEREAS, any party violating or attempting to violate any Covenant, Restriction, Condition or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefor. Any failure to enforce any Covenant or Restriction contained herein shall not constitute a waiver of any subsequent breach thereof.

FURTHERMORE, invalidation of any one of these items herein, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert L. Boschert, president of The Huntington Group, Inc. has caused these presents to be executed and,

IN TESTIMONY WHEREOF, Herbert A. Boschert, secretary of said corporation has affixed the official corporate seal in St. Charles Missouri on this 3 day of JANUARY, 1985.

THE HUNTINGTON GROUP, Inc.


Herbert A. Boschert, Secretary


Robert L. Boschert, President

Norma J. Musgrave
The Huntington Forest
St. Charles 63301

8763

AMENDMENT TO THE
INDENTURE OF CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
HUNTINGTON PARK
A SUBDIVISION OF RESTRICTED HOMESITES
ST. CHARLES COUNTY, MISSOURI

1139 P. 890

WHEREAS, by instrument dated January 3, 1985, and recorded in the St. Charles County Recorder's Office in Book 1020, Page 967, The Huntington Group, Inc., a Missouri Corporation, as the developer of Huntington Park, did impose certain conditions, restrictions and protective covenants on said subdivision, and
WHEREAS, in Section III of said instrument, it is provided that the indenture may be amended or changed in whole or in part by the Huntington Group,
WHEREAS, the undersigned corporation does by these presents amend said instrument as it pertains to Huntington Park, 1st Edition of record in Plat Book 24, Page 61/62 of the St. Charles County Recorder's Office.
FURTHERMORE, as the developer and principal owner of the lots in Huntington Park, 2nd Edition, of record in Plat Book 26, Pages 146, 147 of the St. Charles County Recorder's Office, the Huntington Group does by these presents impose the following conditions, restrictions and covenants in addition to those contained in aforementioned instrument. In any area where the two instruments may be in conflict, the amended instrument shall govern.

NOW, THEREFORE, the following changes and additions are herein set forth as limitations for HUNTINGTON PARK:

I. CONDITIONS

1. The Architectural Control Committee shall consist of three members appointed by The Huntington Group until January 1, 1989.

II. RESTRICTIONS

In keeping with the present development of HUNTINGTON PARK as a first class residential subdivision, the following restrictions are added or changed:

1. No dwelling shall be permitted on any lot at a cost less than \$100,000 excluding lot, based upon levels prevailing on the date this instrument is recorded.
2. The living area of all one-story dwellings shall not be less than 1700 square feet.
3. The outside exterior walls of all dwellings less than 2500 square feet shall be constructed with a minimum of 25% brick, and all dwellings less than 1800 square feet shall be constructed with a minimum of 60% brick or an alternate material approved by the Committee.
4. All homes shall have a masonry chimney.
5. Side or rear-entry garages may be required by the Committee, and the number of bays or garage doors may be limited by the Committee.
6. The interior walls of all garages shall be finished in a manner acceptable to the Committee.

THESE amendments shall run with the land and become an integral part of the limitations on the homesites of HUNTINGTON PARK; they are for the benefit of all those who reside in said HUNTINGTON PARK and are subject to be amended or changed by The Huntington Group or by the means stated in the original indenture.
All other conditions, restrictions and protective covenants set forth in the original indenture, dated January 3, 1985 and recorded in Book 1020, Page 967 of the St. Charles County Recorder's Office as aforesaid, except as herein amended, changed, and modified, are hereby reaffirmed and re-established.

IN WITNESS WHEREOF, Norma J. Musgrave, president of The Huntington Group, Inc., has caused these presents to be executed and,
IN TESTIMONY, Herbert A. Boschert, secretary of said corporation has affixed the official corporate seal in the County of St. Charles, Missouri 25th day of February,

THE HUNTINGTON GROUP, INC.

SEAL
Herbert A. Boschert, Secretary

Norma J. Musgrave, President

STATE OF MISSOURI)
) SS.

COUNTY OF ST. CHARLES)

On this 3rd day of March, 1987, before me personally appeared Norma J. Musgrave and Herbert A. Bouchert to me known to be the persons who executed the foregoing restrictions, and acknowledged that they executed the same as a free act and deed of THE HUNTINGTON GROUP, INC.
In witness whereof, I have hereunto set my hand and affixed my official seal in the State of Missouri.

MY COMMISSION EXPIRES:

June 22, 1989



Virginia L. Ostendorf
NOTARY PUBLIC SIGNATURE

Virginia L. Ostendorf
PRINT NAME

8763

SEAL OF THE
RECORDS & CLERK
FILED FOR RECORD
MAR 5 AM 11:47

Wm. A. Hall
CLERK

END OF DOCUMENT

8763

INDENTURE OF CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR

HUNTINGTON PARK, 3RD EDITION

A SUBDIVISION OF RESTRICTED HOMESITES

ST. CHARLES COUNTY, MISSOURI

BE IT KNOWN that The Huntington Group, A Missouri Corporation, as principal owner of a tract of land in St. Charles County, Missouri has caused said tract to be subdivided and has titled said tract and subdivision HUNTINGTON PARK, 3RD EDITION, which is of record in the St. Charles County Recorder's Office in Plat Book 28 Page 121, 122.

WHEREAS, this indenture is made, on the date hereinafter set forth by The Huntington Group, for the purpose and intention of establishing and preserving said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a scheme of restrictions and covenants that will mutually benefit, guard and restrict present or future title holders or occupants of all homesites within said tract.

I. CONDITIONS

A. THEREFORE, The Huntington Group has established the HUNTINGTON PARK HOMEOWNERS ASSOCIATION, hereinafter referred to as the Association, for the purpose of furthering the intention of this indenture and to foster the health, welfare, safety and moral of all who reside or own said homesites. The record holders of the fee simple title to each homesite within said tract shall comprise one membership in said association.

B. FURTHERMORE, for the purpose of carrying out the business matters of said Association, a BOARD OF TRUSTEES for the Association, hereinafter referred to as the Trustees has been established by an instrument dated January 3, 1965 and of record in the St. Charles County Recorder's Office in Book 1020, Page 967.

1. Said Board shall consist of five trustees, one from each Edition of HUNTINGTON PARK and two at large. The original trustees shall be appointed by The Huntington Group.

2. In the event one of the trustees resigns, refuses to act, fails to qualify or in any way ceases to act in the capacity of a trustee the remaining trustees shall appoint a replacement. To qualify, a trustee must be a member of the Association and have the written support of at least ten different Association members.

3. The Board of Trustees shall serve at the pleasure of the Homeowners Association. At any time a simple majority of the members of the Association can overrule, change or alter any action or decision made by the Trustees. A simple majority of the the Association members can remove and/or replace any or all of the Trustees from said Board.

4. The Trustees and their successors shall exercise control over all common ground, easements, storm detention basins, entrance markers, and all areas and any utility conveyed to the Association. They in turn may convey or transfer on behalf of the association any of these areas to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Trustees. Until such time they are to improve and maintain these areas for the general use of the members of the Association. They are duly responsible for and shall have control over matters which in its judgement affects the desirability and suitability and the maintenance of HUNTINGTON PARK as a first class residential subdivision. They may make improvements or take on additional responsibilities from time to time to improve the quality of life within said subdivision.

5. The Trustees shall appoint their own chairman, secretary and treasurer and shall establish their meeting dates and the procedures by which they conduct business.

6. 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 necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees.

7. To enable the Trustees to defend and enforce the restrictions and covenants hereby and hereafter set forth, to exercise the duties imposed upon them by this indenture and to defray any expenses or obligations attributed to the Association, the Trustees are authorized, empowered and granted the right to make uniform assessments upon and against each homesite abiding under this indenture.

8. A regular annual assessment may be levied by the Trustees upon and against each homesite for a sum not to exceed Seventy-five Dollars (\$75.00) per annum. This maximum amount may be increased by ten percent (10%) per annum with a unanimous vote of the Trustees, or by six percent (6%) per annum with a majority vote of the Trustees.

9. In addition, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the record members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

10. Every owner of any homesite, excluding the owner of any recreational facility within said tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association all regular and special assessments. Said assessments, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made until such time the assessment, and any additional charges are paid in full to the Association.

11. All assessments levied shall be used exclusively to promote the recreation, health, safety and well being of the residents of HUNTINGTON PARK.

C. FURTHERMORE, an Architectural Control Committee is hereby established to review all plans for improvements and utility installation on all homesites, easements and common areas.

1. Said Committee shall consist of three members and shall be appointed by The Huntington Group. At a time designated by The Huntington Group, the Committee shall become the responsibility of the Homeowners Association and from that time shall be appointed by the Board of Trustees.

2. Said Committee shall serve at the pleasure of the Homeowners Association. A simple majority of the members of the Association can overrule, change or alter any action or decision made by the Committee. Also, a simple majority of the Association members can remove and replace any or all of the Committee members.

3. The Committee has the right and the power to approve plans or reject any such plans which in its opinion would be injurious to or out of harmony with the present or future development of this subdivision.

4. The Committee has the right to take exception to any of the following restrictions in the event strict compliance to the restrictions may in its opinion create a hardship on the homeowner because of the physical characteristics of the homesite.

II. RESTRICTIONS

1231 1265

WHEREAS, it being the intention and purpose of this indenture to assure that all dwellings shall be sightly and made of quality workmanship and materials. No building, fence or improvement shall be erected, placed or altered on any homesite in said subdivision until a construction plan, specifications and a site plan have been approved by the Architectural Control Committee. Said plans must be submitted to the Committee at least 30 days prior to construction. Failure by the Committee to act on said plans or in any event if no injunction has been issued to halt construction prior to the completion of the improvement, then said improvement shall be considered to be in conformance with the following restrictions. These restrictions are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several homesites covered by this indenture.

1. The building lines as shown and indicated on the recorded plat of said subdivision are hereby established. In addition, all rear yards shall be at least one-third ($\frac{1}{3}$) the depth of the lot.
2. No dwelling shall be permitted on any lot at a cost less than \$125,000, excluding lot, based upon levels prevailing on the date this indenture is recorded.
3. The living area of all one-story dwellings shall not be less than 2000 square feet; all other dwellings shall have a living area of not less than 2400 square feet with not less than 1200 square feet of living area on one level. Each dwelling shall have a width of not less than 60 feet. The maximum height of any dwelling is not to exceed 30 feet.
4. The outside exterior walls of all structures shall be constructed of brick, real stone, rock, wood or other products as approved by the Architectural Control Committee. The exterior front elevation of all dwellings shall be faced with a minimum of 70% brick or real stone. A two foot return of the same brick or real stone shall be required on each side of the dwelling. The Committee reserves the right to restrict or limit the use of any building material whether previously used or not. All wood or wood products must be sealed, stained or painted. The exterior walls shall be completely finished within ninety (90) days after the foundation has been completed. No more than 13 inches, from the ground line of the concrete foundation and concrete retaining walls may be left exposed.
5. The roofing material shall be an Architectural Grade Shingle or an approved equal. Eaves and overhangs shall be a minimum of one foot with the soffits enclosed.
6. Each dwelling shall have at least 450 square feet of attached garage space with a minimum of two bays and a maximum of four bays. All front-entry garages shall be a minimum width of twenty-two feet (22') and each bay shall have its own garage door. (An exception may be granted by the committee for certain homesites.) The gable of all front-entry garages shall be faced with brick or real stone. The interior walls of all front-entry garages shall be drywalled and painted.
7. Accessory buildings are subject to the approval of the Committee. If allowed they shall blend with and be constructed of similar materials as the main structure. Carports, metal sheds or temporary structures are not allowed. Above ground swimming pools are prohibited.
8. Fences shall be constructed in a workmanlike manner of substantial new material and shall blend in with existing materials on the property. Fences shall not be more than five (5) feet in height except for privacy fences which may not be more than six (6) feet in height extending not more than forty (40) feet behind the dwelling. No fencing is allowed in front of the building line except for front yard ornamental fences of the open type fencing and not more than four (4) feet in height. All fencing must meet the approval of the Architectural Control Committee.
9. For sight distance on corner lots, no fence, walls or shrubs which obstruct sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them thirty feet from the intersection of these lines extended.
10. Landscaping and sidewalks may be required as outlined by the Committee.

III. PROTECTIVE COVENANTS

1231 : 1266

WHEREAS to ensure that HUNTINGTON PARK becomes and remains a desirable and suitable subdivision in which to reside all lots shall be subject to the following protective covenants, which shall run with the land:

1. No offensive activity or aesthetically displeasing objects such as but not limited to radio towers, satellite discs, oversized antennas will be allowed on any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
2. No trailers, boats, campers, disabled or unlicensed autos, or similar vehicles shall be parked or permitted to remain on any lot unless such vehicles are stored in an enclosed garage. No commercial or recreational licensed vehicle shall be parked on any street in said subdivision for more than two hours between 5:00 p.m. and 8:00 a.m.
3. Garage sales or similar type activities are restricted to the months of April, July and October. Such activity is not permitted on any lot for more than two days per annum.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except for household pets provided they are not maintained for commercial purpose. A maximum of two cats or dogs are permitted and must be retained on the owner's lot unless under the control of a leash. Dog runs are not permitted.
5. All lots shall be kept mowed and free of unsightly debris, trash, garbage and other such materials. Waste material must be kept in sanitary containers.
6. No tanks, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of a lot.

THESE Conditions, Restrictions and Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this indenture is recorded, after which time said Conditions, Restrictions and Covenants shall be automatically extended for successive periods of 10 years. These Conditions, Restrictions and Covenants are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several homesites covered by this indenture. This indenture can be amended or changed in whole or in part by the Huntington Group or by an instrument signed by a majority of the members of the Homeowners Association, herein established, agreeing to the changes or amendments and properly recorded.

WHEREAS, any party violating or attempting to violate any Covenant, Restriction, Condition or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefor. Any failure to enforce any Covenant or Restriction contained herein shall not constitute a waiver of any subsequent breach thereof.

FURTHERMORE, invalidation of any one of these items herein, by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Norma J. Musgrave, president of The Huntington Group, Inc. has caused these presents to be executed and,

IN TESTIMONY WHEREOF, Herbert A. Boschert, secretary of said corporation has affixed the official corporate seal in St. Charles, Missouri on this 6th day of September, 1988.

THE HUNTINGTON GROUP, INC.

Herbert A. Boschert
Herbert A. Boschert, Secretary

Norma J. Musgrave
Norma J. Musgrave, President

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

1231 1207

On this 6th day of SEPTEMBER, 1988, before me personally
appeared Norma J. Musgrave and Herbert A. Boschert to me known to
be the persons who executed the foregoing restrictions, and acknow-
leged that they executed the same as a free act and deed of THE
HUNTINGTON GROUP, INC.

In witness whereof, I have hereunto set my hand and affixed my
official seal in the State of Missouri.

Judith J. Osterdorf
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES:

June 20, 1991

JUDITH J. OSTERDORF
PRINT NAME



2014

SEP 11 1988
FILED
ST. CHARLES, MO.

END OF DOCUMENT

2014

