

**DECLARATION OF RESTRICTIONS**

AFFECTING HUNTER'S RIDGE A SUBDIVISION IN PETTIS COUNTY,  
MISSOURI, BEING A PART OF THE EAST HALF (E1/2) OF THE  
SOUTHEAST QUARTER (SE1/4) OF SECTION TWO (2), TOWNSHIP  
FORTY-FIVE (45); NORTH OF RANGE TWENTY-TWO (22) WEST OF THE  
FIFTH PRINCIPAL MERIDIAN

WHEREAS, Hunter's Ridge Development, Inc., a Missouri Corporation, desires to place restrictions on a tract of land to be designated as the Hunter's Ridge Subdivision, a subdivision in Pettis County, Missouri, being a part of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Two (2), Township Forty-five (45), North of Range Twenty-two (22) West of the Fifth Principal Meridian, in Pettis County, Missouri, for the use and benefit of said Hunter's Ridge Development, Inc., and for its future grantees;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

**ARTICLE I**

1. Existing Property. The real property which is, and which shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration, is located in Pettis County, State of Missouri, and is more particularly described, as follows:

A Subdivision located in Section 2, T45N, R22W,  
more particularly described as follows:

Commencing at a set one-half inch iron pin at the East Quarter corner of said Section Two; thence South 01 degrees 35 minutes 05 seconds East along the East line of Section Two 2304.11 feet to a set one-half inch iron pin and the true point of beginning of the following described closed traverse; thence continuing South 01 degrees 35 minutes 05 seconds East along the East line of Section Two 350.00 feet to a found one-

half inch iron pin on the North right-of-way line of Missouri State Route "Y" and the Southeast corner of the Subdivision; thence South 88 degrees 49 minutes 50 seconds West along the North right-of-way line of Missouri State Route "Y" 1310.34 Feet to a set one-half inch iron pin for the Southwest corner of the Subdivision; thence North 01 degrees 52 minutes 47 seconds West along the West line of the East half, Southeast Quarter, of said Section Two 885.54 feet to a set one-half inch iron pin for the Northwest corner of the Subdivision; thence South 75 degrees 13 minutes 39 seconds East 158.53 feet to a set one-half inch iron pin; thence South 01 degrees 52 minutes 48 seconds East 182.39 feet to a set one-half inch iron pin; thence South 15 degrees 49 minutes 20 seconds East 192.73 feet to a set one-half inch iron pin; thence South 75 degrees 14 minutes 44 seconds East 432.93 feet to a set one-half inch iron pin; thence South 80 degrees 44 minutes 58 seconds East 189.69 feet to a set one-half inch iron pin; thence North 88 degrees 49 minutes 51 seconds East 400.00 feet to a set one-half inch iron pin; thence North 73 degrees 53 minutes 56 seconds East 116.39 feet to the point of beginning.

**2. Additions to Existing Property.** Additional lands may become subject to this Declaration in any of the following manners:

(a) If Declarant is the owner of any real property which it desires to add to the scheme of this Declaration, it may do so without the consent of Class A Members at any time before surrender by Declarant or its nominee or nominees of its Class B memberships, by filing of record a Supplementary Declaration of Covenants, Conditions and restrictions, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property and all improvements thereon; PROVIDED, HOWEVER, that such Supplementary Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration applicable solely to said additional properties as may be necessary or desirable as determined by Declarant to reflect the different character, if any, of the added properties and the improvements thereon. In no event, however, shall such Supplementary Declaration modify or add to the covenants established by this Declaration for the Existing Property without the written consent of fifty-one (51%) percent; or more of the Class A memberships and one hundred percent (100%) of the Class B memberships of the Association.

(b) Upon the approval of the Members of the Association as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration

and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions, as described in Paragraph (a) of the Section 2.

## ARTICLE II

1. **Signs.** Except for entrance signs, directional signs, signs for traffic control or safety, community "Theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Homeowners Association, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs regardless of size, only to be used by a builder to advertise the property during the construction and initial original sales period.

2. **Residential Purposes.** None of the lots herein restricted may be improved, used or occupied for other than single family residential purposes, except that one or more lots may be used for the establishment of recreational facilities.

3. **Temporary Residence.** No trailers, basements, trailer houses, mobile homes, tents, shacks, garages, barns or other outbuildings shall be erected or moved on any lot or tract and, at any time, used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any lot unless it meets with the approval of the Committee, as hereinafter provided.

4. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or upon the exterior of any other improvements.

5. **Businesses Prohibited.** No business or trade shall be carried on in the area subdivided.

6. **Storage on Lot.** No lot or tract in the subdivision can be used for the storing of wrecked automobiles, or machinery or for the collection of any rubbish, trash or junk, and no lot shall be used for the storage of building or construction materials prior to construction being started on any residence to be erected on any lot.

7. **Refuse.** Trash, garbage, and other waste shall not be kept, except in sanitary containers with tight covers. No

incinerators or other such equipment for the disposal of such material shall be kept or maintained on any lot.

**8. Easements.** Certain easements for utilities and drainage for the natural flow of surface drainage are designated on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with or which may obstruct or retard, or change the direction of flow of water through drainage channels in the easement. The easement area of each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company or other designated authority is responsible.

**9. Agricultural Activities.** No farm animals shall be permitted to be kept in any part or portion of said subdivision and no agricultural activities shall be permitted.

**10. Pets.** No animals, including household pets, may be kept in any manner that is or may become offensive or detrimental to others. Household pets only may be owned and kept in and about any of the lots or tracts of land in said subdivision and only for the pleasure and use of the occupants, but not for any commercial use or purpose.

**11. Building Under Construction.** No person shall be permitted to enter into occupancy of any part or portion of any residence building under construction, until the same shall have been fully and finally completed and ready for occupancy, including but not limited to the occupancy of a basement, prior to final completion of the entire residence building.

**12. Grass Height.** The owner of any lot shall maintain the premises thereof at all times, keeping weeds and grass cut to a maximum height of six (6) inches, and at such time as the Homeowners Association has cause to cut the growth to comply with the restriction, the owner shall be charged a reasonable fee for said service.

**13. Exterior Fixtures.** No clothes lines or drying yards shall be permitted. No satellite dishes, or similar telecommunications devices, shall be affixed to or placed upon any lot or upon any exterior wall or roof of any residence or building. No storage tanks of any kind shall be placed, erected or permitted on any lot.

### ARTICLE III

**1. Dwelling Size.** The following dwelling size shall be complied with on the designated lots. All sizes as specified shall be exclusive of basements, patio, porches, carports, and garages. The minimum square footage per dwelling shall not be

less than 1,400 square feet for one (1) story house. House of two (2) stories or more shall have not less than 1,200 square feet on main level and a total of not less than 1,600 square feet. Split level houses have not less than 1,200 square feet under roof and a total of not less than 1,600 square feet.

**2. Roofs and Exteriors.** No roofs shall be constructed unless they are pitched and consist of wooden-shake shingles or composite shingles of a color reasonably similar to seasoned wooden-shake shingles. Garish colors shall not be painted on or incorporated in the exterior surfaces of any structure.

**3. Fences.** No walls, fences or hedges may be erected, placed or altered on any lot, except as herein provided. Privacy walls, fences or hedges may be erected around patios, swimming pools and tennis courts, if any, adjacent to a residence. Perimeter fences shall be allowed only on the south perimeter of Lots Numbered 1, 2, 12, 13, 14, 15, 16 and 17, provided that said fences are set back fifteen (15) feet from the south property line of each lot and are parallel to Missouri State Route "Y". All walls and fences shall be well designed and attractive in appearance. Fences shall be of wood construction except that the Committee may permit fences constructed of other materials when in their judgment the fence would not detract from the overall appearance of the Subdivision; provided, however, chain link fence shall not be permitted in any case.

**4. Basement Garages.** No basement garages will be permitted that open to the front of the house, or to the front of property so that they would face on to the street. This may be allowed on sides or rear entrances only.

**5. Outbuildings.** All outbuildings erected on the lots and tracts in said subdivision shall be built of materials and with an architectural design to blend with and be in harmony with the design of the residence erected on said lot.

**6. Sewage Disposal.** Each residence constructed in the subdivision shall provide for its own sewage disposal lines and shall connect the lines to a sewer system to be installed, said sewer system shall be as a public utility and a monthly charge shall be assessed against each residence for the use of the sewer. Said monthly charge shall cover the operating expenses of said sewer system, and the rate shall be that approved by the regulatory body having jurisdiction. Under no circumstances, will an outside toilet be permitted.

**7. Water Supply.** Each residence constructed in the subdivision shall provide for its own water supply lines and shall connect the lines to the water supply system of the Sedalia Water Department. No individual water supply system shall be

permitted except solely for irrigation purposes, swimming pools, or for other nondomestic use.

8. **Natural Gas Supply.** Each residence constructed in the subdivision shall provide for its own natural gas supply lines and shall connect the lines to the natural gas supply system of Utilicorp United, Inc., d/b/a/ Missouri Public Service. No individual natural gas supply system shall be permitted. Provided, however, any residence which substitutes electricity for natural gas for heating and cooling purposes shall not be required to connect to said natural gas utility.

9. **Electricity Supply.** Each residence constructed in the subdivision shall provide for its own electricity supply lines and shall connect the lines to the electricity supply system of Central Missouri Electric Cooperative, Incorporated.

10. **Setback Lines.** The wall of any residence exclusive of porch, window projections, cornices, spoutings, chimneys, brackets, pilasters, grille work and trellises shall be no nearer to the street or access road upon which it fronts than twenty-five (25) feet from the street property line.

11. **Side Lot Lines.** No building shall be erected on any tract or lot less than ten (10) feet from any side lot or tract line. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

12. **Divided Lots.** No more than one residence shall be constructed on any one lot as platted; however, a lot can be divided between the owners of contiguous lots, so long as only one residence is built thereon by each owner.

13. **Removal of Dirt.** Excess dirt from digging or excavating, remaining on any lot after all grading on such lot and back-filling around any structure erected thereon has been completed, shall be removed only to other parts of said addition or adjoining land so designated by Hunter's Ridge Development, Inc., its successors or assigns, unless written consent by the said Hunter's Ridge Development, Inc., to remove said excess dirt from said addition is given or obtained.

#### ARTICLE IV

1. **Architectural Review Committee.** The Declarant shall appoint three or more persons to be an Architectural Review Committee (herein called the Committee). A Successor Committee or Committees shall also be appointed as hereinafter provided. Said members shall serve at the pleasure of the Declarant. Upon the surrender of all of the Class B memberships as provided for in Article V, all privileges, powers, rights and authority shall

be exclusively exercised by and vested in a Successor Committee to be selected by the Class A members of the Hunter's Ridge Homeowners Association.

2. **Manner of Acting.** The act of the majority of the members of the Committee shall be the act of the Committee. Whenever any vacancy in the members of the Committee shall occur due to death, resignation or otherwise, the Declarant shall fill the vacancy or vacancies.

3. **Reservation of Rights.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Declarant reserves the right to direct the manner in which buildings, structures and other improvements shall be situated on all lots, as well as to make such exceptions to those reservations and restrictions as the Committee, herein designated, shall deem necessary and proper.

4. **Approval of Plans.** Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure (including fences and hedges) shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Committee herein provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within forty-five (45) days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the reservations and restrictions herein contained.

5. **Review of Plans.** The Committee shall review the proposed construction plans and specifications and the plot plan showing the proposed location on the lot of the buildings, walls and other structures for the purpose of approving or refusing to approve said plans. Factors which the Committee may consider in assessing said plans shall include, but not be limited to, the quality of workmanship and materials, harmony of external design with existing structures, placement with regard to water supply and sewage disposal systems and location with respect to topography, finish grade elevations and the reservations and restrictions set forth in this Declaration.

6. **Disclaimer of Responsibility.** Neither the Declarant, the Committee nor the Homeowners Association shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

7. **Variance from Restrictions.** The Committee shall have the right to permit reasonable modifications of the reservations and restrictions set forth in this Declaration where, in the discretion of the Committee, strict enforcement of these reservations and restrictions would work an unreasonable hardship on the lot owner.

#### ARTICLE V

1. **Homeowners Association.** The owners of all the land described above, together with the owners of any other land that may from time to time hereafter be made subject to all of the terms and provisions of this Declaration in the manner herein provided, shall be members of an Association, which is hereby created and established, to be known as the "Hunter's Ridge Homeowners Association". The Association shall be incorporated under the laws of the State of Missouri as a corporation not organized for profit. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to the covenants, conditions and restrictions established by this Declaration. Ownership of such lot shall be the sole qualification for membership.

2. **Classes and Voting Membership.** The Association shall have two (2) classes of voting membership:

(a) Class A Members shall be all those Owners as defined in Paragraph No. 1 of this Article with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Paragraph No. 1 of this Article. When more than one (1) person holds such interest in any Lot, all such persons shall be Members and the vote for such lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any one Lot.

(b) There shall be 1500 Class B memberships, all of which shall be issued to the Declarant or its nominee or nominees. The Class B Member shall be entitled to one (1) vote for each Class B membership so held, provided, however, that each Class B membership shall lapse and become a nullity upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

(c) Except as herein provided, each membership, regardless of class, shall be entitled to one (1) vote upon each matter submitted to a vote at any meeting of the members of the Association.

(d) Not later than twelve (12) months after Declarant ceases to offer lots for sale in the ordinary course of business with respect to the real property herein described and with respect to any real property added to the scheme of this Declaration by Supplementary Declaration, as herein provided, Declarant shall surrender to the Association all of the Class B memberships issued to the Declarant or its nominee or nominees.

(e) Upon the surrender of all of the Class B memberships as provided for in this Article, the Declarant shall be and thereafter remain a Class A Member of the Association as to each and every lot in which the Declarant holds the interest otherwise required for such Class A membership.

**3. Powers and Duties of the Association.** The Association shall have the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable, to-wit:

(a) To enforce, either in its own name or in the name of any owner within the subdivision, any and all restrictions which have been or hereafter may be imposed upon any of the land in the subdivision, either as originally placed thereon or as modified subsequently. This right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right so to do under the terms of the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth; nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceeding shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(b) To take title to, manage and control as Trustee for its members all public places and improvements upon and to the land in the subdivision, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State in which the land within the subdivision is located.

(c) To provide for the collection and disposal of rubbish and garbage.

(d) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted; to care for, protect and replant shrubbery, resow grass, and replace sod, in the areas set aside for the general use of the owners of the subdivision, or to which such owners have access and the use thereof.

(e) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking front of any property in the subdivision neat in appearance and in good order.

(f) To provide for paving, curbing and general maintenance of streets built or to be built in the subdivision and the plowing and removal of snow from sidewalks and streets.

(g) To provide for the maintenance of any playgrounds, pedestrian ways, gateways, entrances, lakes and ornamental features now existing or which may hereafter be erected or created in said subdivision in any public street or area or on any land set aside for the general use of the owners in the subdivision, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of any streams and natural water courses and other bodies of water within the subdivision.

(h) To provide such lights and fire plugs as the Association may deem advisable on streets, parkings, pedestrian ways, gateways, entrances and other features, and in other public or semi-public places.

(i) To provide for the cleaning of streets and pedestrian ways.

(j) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons.

(k) To employ duly qualified officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(l) To exercise control over such easements as it may acquire from time to time.

(m) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association; to pay taxes on such real estate as may be owned by

it; and to pay such taxes as may be assessed against land in public or semi-public places within the subdivision.

(n) To levy and collect the assessments which are provided for in this Declaration.

(o) To adopt Bylaws providing for the regulation and management of the affairs of the Association, including but not limited to, provisions concerning the number of directors the Association shall have, their term of office, the time and method of their election, the officers to be elected and the method of their election; appointment of such committees as may be needed to carry out the intent of this instrument; and to provide remuneration for any officers deemed deserving therein and to hire any employees and provide remuneration therefore as may be deemed to be necessary to carry out the intent of this instrument.

**4. Regular Annual Assessments.** For the purpose of providing a general fund to enable the Association to exercise the powers, maintain the improvements and render the services herein provided for, all building sites not owned by Hunter's Ridge Development, Inc., within the boundaries of the subdivision as now or hereafter constituted, shall be subject to an annual assessment of Twenty-five Dollars (\$25.00), which shall be paid to the Association annually by the respective owners of the building sites subject thereto. All buildings sites, consisting of either platted or unplatted land, which are now or may hereafter become a part of the subdivision as herein provided, shall be at least of such size as will, under the restrictions of record, if any there be, permit erection of a residence thereon. For the purpose of levying this assessment, the Association shall be the sole judge as to what may, from time to time, constitute a building site under the provisions of this paragraph, and the Association may relieve certain building sites from this assessment from time to time and may in any one year determine that there shall be no regular annual assessment for that particular year.

**5. Increased Annual Assessments.** The annual assessments upon each building site, as aforesaid, may be increased above the regular annual assessment of Twenty-five Dollars (\$25.00) provided that at a meeting of the members specifically called for that purpose, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefor. Whenever the Association may deem it advisable to submit to the members a proposal for increasing the amount of the annual assessment for a particular year above the Twenty-five Dollars (\$25.00) regular annual assessment, it shall notify the members of the Association of the time and place at which the meeting is to be held and the fact that such an increase above the amount of the regular annual assessment is to be voted upon at such

meeting. In any year in which the Association proposes to increase the annual assessment above the regular Twenty-five Dollars (\$25.00) annual assessment, as aforesaid, the meeting called for the purpose of submitting such increase to the members of the Association as described above shall be held no later than June 1 prior to the July 1 that such increased annual assessment would be levied. No increase above the amount of the regular annual assessment may be made for more than one year at a time.

**6. Date of Annual Assessment.** The first annual assessment shall be for the fiscal year beginning July 1, 1989. It shall be due and payable on that date and thereafter the annual assessment shall be due and payable on July 1 of each year.

**7. Notice of Assessment.** It will be the duty of the Association to notify all owners whose address is listed with the Association, giving the amount of the assessment on each tract of land owned by them, and the date when such assessment is due. A written or printed notice, deposited in any United States Post Office, or branch thereof, with the postage thereon prepaid, addressed to the respective owners at the last address listed by such owners with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purposes of this Declaration where notices are required. In the case of notices of assessment, the same shall be mailed no later than the 15th of June of each year, except that no notice will be required of the regular Twenty-five Dollars (\$25.00) annual assessment due July 1, 1989 as provided herein.

**8. Lien on Real Estate.** The annual assessment shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior and subordinate to the lien of any valid deed of trust now existing or which may hereafter be placed on such real estate securing the payment of a loan which is insured or guaranteed by an agency of the United States Government. In the event of the failure of any owner to pay the annual assessment on or before the 1st of July of each year it is due, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the 1st day of July of such year but if the assessment is paid before July 2 of such year, then no interest shall be charged.

**9. Delinquent Assessment.** On or before July 2 of each year, beginning July 2, 1989, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any Court in Pettis County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the Office of the

Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of Fifteen Dollars (\$15.00) which fee is hereby declared to also be a lien upon the real estate so described in said certificates, provided that such lien shall be inferior and subordinate to the lien of any valid deed of trust now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States Government. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

**10. Duration of Lien.** Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless and until such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

#### ARTICLE VI

**1. Duration.** Each of the above restrictions set forth shall continue and be binding upon Hunter's Ridge Development, Inc., and upon its successors and assigns for a period of twenty-five (25) years from February 1, 1989, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of the first twenty-five (25) years period, or of any successive twenty-five (25) year period thereafter, by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Pettis County, Missouri, at least five (5) years prior to the expiration of this first twenty-five (25) year period or of any twenty-five (25) year period thereafter.

**2. Binding Effect.** The restrictions herein set forth shall run with the land hereby restricted and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect of breaches committed during its, his or their title to said land. The Hunter's Ridge Development, Inc., may by appropriate agreement assign or convey to any person or corporation, all of

the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its successors or grantees, may, at their option, exercise, transfer or assign those rights, or any one or more of them any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

**3. Remedies for Violations.** For a violation or a breach of any of the covenants, reservations and restrictions set forth in this Declaration by any person, the Declarant, the Homeowners Association and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them and shall, further, be entitled to damages on account of attorneys fees and any other costs incurred in obtaining such injunction or other judgment. In addition to the foregoing right, the Declarant and the Homeowners Association, or either of them, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these covenants, reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. Failure to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

**4. Amendment by Declarant.** Until such time as the first lot is sold be Declarant, Declarant, at its sole discretion, may abolish said covenants, conditions and restrictions or change them in whole or in part.

**5. Amendment by Owners.** This Declaration may be abolished, amended or modified in whole or in part, only with the consent of three-fourths of each class of the then Members of the Association evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the Office of the Recorder of Deeds of Pettis County, Missouri.

**6. In General.** Invalidation of any of the covenants, conditions or restrictions by judgment, decree or court order shall in no wise affect any other provisions hereof, each of which shall remain in full force and effect. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.