

REINSTATEMENT OF BYLAWS AND INDENTURES
HUNTINGTON SUBDIVISION, ST. LOUIS MO 63146
JANUARY 1, 2020

ARTICLE I: NAME AND LOCATION

The name of the homeowner's association is Huntington Homeowners Association (the "Association"), duly organized and existing as a Missouri nonprofit corporation pursuant to Articles of Incorporation filed December 27, 2013 with the Missouri Secretary of State. The principal office of the corporation is located at 12317 Tempo Drive, St. Louis, Missouri 63146, but meetings of members and Directors may be held at such places within the County of St. Louis, State of Missouri, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

Section 1.

The following words when used in this Restatement (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings, as amended, modified or changed from time to time as therein provided:

1. "Association" shall mean and refer to Huntington Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.
2. "Board" shall mean the Board of Directors of the Association. The Directors on the Board may be individually or collectively referred to herein as "Director" or "Directors".
3. "Member" means those persons or entities who, by virtue of Lot ownership are entitled to membership in the Association as provided in the Articles of Incorporation of the Association and the Restatement.
4. "Common Properties" or "Common Ground" shall mean and refer to those areas of land owned by the Association for the benefit of the Owners, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Properties, 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 more than one Owner of the Properties, including, without limitation:

1. Parks, open spaces, playgrounds, parking areas within the Common Properties, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, and other facilities for the benefit in common of such Owners;
2. All sanitary and storm sewer facilities, if any, including any detention and/or retention basins, and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, as located in any utility easements on a recorded plat, excepting those utilities located within a Lot and serving only said Lot (unless or until such time that a facility, as described above, has been accepted for maintenance by a municipal or quasi-municipal entity);
3. All apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use, including, without limitation, any fence installed by the Directors and/or their predecessors within any fence easement shown on the subdivision plat;
4. Any auxiliary buildings, parks, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use. Common Properties shall not include any item that solely serves a particular Lot or Single-Family Dwelling.
5. "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.
6. "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 acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

7. "Property" or "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
8. "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

ARTICLE III: EASEMENTS

All easements shown on the recorded plats are set aside and reserved for public utilities and sewers. No structure of any sort may be erected or maintained upon an easement which will interfere with the use thereof, EXCEPT THAT, driveways and walks may be constructed across such easements.

ARTICLE IV: RESTRICTIONS

Section 1. Building Lines and Building Locations

The building lines shown on the recorded plats are hereby established. No building or structure may be erected or maintained between such building lines and the adjacent streets, or nearer than eight (8) feet to an interior lot line or 30 feet from either the front lot line or the rear lot line. No side yard shall be required for a garage or for other permitted accessory building located 30 feet or more from the minimum building set-back line. Eaves, gutters, roof cornices, steps, and open porches may extend not more than 3 feet beyond the building set-back lines herein established.

Section 2. Land Use and Building Type

The structure on each lot in Huntington shall be not more than a single-family residence not exceeding two stories in height, having not less than 1300 square feet ground floor area exclusive of open porches and garages in any one-story residence. Unless otherwise approved in writing by the Directors, a private garage, attached or detached, may be erected for not more than two (2) cars. Except as otherwise provided in Article IV, Section 11 of this Restatement, lots shall be used for residential purposes only.

Section 3. Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet. The lots shall also remain as originally plotted and recorded in the aforementioned Plat Books, with the exception of

the formation of Lot E, the re-subdivision of lots 75, 76, 77, 78 and the 25-foot easement to King Carey Drive, set aside on January 5th, 1965 for a swimming pool and common ground.

Section 4. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 5. Garbage and Refuse Disposal

All Lot owners and residence shall conform to St. Louis County ordinances pertaining to garbage and refuse disposal. The Directors may promulgate rules restricting the times and locations that trash bins may be visible from street view.

Section 6. Sight Distance at Intersections

Lot owners shall conform with St. Louis County ordinances pertaining to line of sight distance requirements at street intersections.

Section 7. Fences

Any fence construction proposed by a lot owner must be approved in writing by the Directors as to materials, height, location and design. Subject to such required approval, a fence may be erected between rear building lines and the rear lot lines. Fences in the front yard are not permitted. The placing or extending of any such fence within, or on, or over any easement shall not prevent the use of the easement for a utility and shall be at the sole risk of the owner of such fence, subject to removal at all times, in the making of installations or repairs in such easement for any purpose for which the same is established. The owner of any such fence shall not be entitled to compensation for removal. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless approval prior to construction and erection is given by the majority of the Directors.

Section 8. Nuisances

No person may occupy any garage, outbuildings, tent or other temporary structure for living quarters, nor may any person use any lot or structure for any purpose prohibited by law or ordinance. All lot owners shall keep their property, including easements, free from unsightly accumulations, weeds, debris, and other waste matter. Any failure to comply with this provision shall constitute a nuisance. No noxious or offensive activity

shall be carried out on any lot, nor shall anything be done which will become an annoyance or nuisance to other residents. No lot owner shall permit or suffer anything to be done or kept on his lot which will obstruct or interfere with the rights of other residents or disturb them by unreasonable noises, smells or other offensive activity.

Section 9. Livestock and Poultry

No animals, livestock, or poultry (other than hens) of any kind shall be raised, bred, or kept on any lot. The limit on hens is 4 (four). Dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 10. Signs

Except for signs required to be permitted by law (for example, political signs), no sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent. A single temporary sign (for example, advertising a yard sale, home improvement, charitable causes or public safety) may displayed for up to 30 days. No signs, of any type, are permitted on the Common Ground of the subdivision without permission from the Directors.

Section 11. Residential Use

Use of a dwelling unit on a Lot for a home-based business shall constitute "Residential Use" and shall be permitted, provided such use, at the discretion of the Directors, results in no increase in noise or traffic, or other disturbance to lot owners in the subdivision.

Section 12. Parking

No commercial vehicles shall be parked on any Huntington Subdivision common ground unless approved by a majority of the Directors. No non-commercial vehicles shall be parked on any common-ground for a period of no longer than 24 hours without the written approval of the majority of Directors.

ARTICLE V: MEETING OF MEMBERS

Section 1. Annual Meetings

A semi-annual meeting of the Members shall be held no later than the end of May of each year for the purpose of holding elections of Board Members and any other business of the Association. A second semi-annual meeting of the Members shall be held no later than the second week of November of each year for the purpose of

ratifying a proposed budget for the next fiscal year and any other business of the Association. Meetings shall occur at a time and place within St. Louis County, Missouri as is selected by the Board of Directors of the Association.

Section 2. Special Meetings

Special meetings of the Members may be called at any time by the majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3rd) of all of the votes.

Section 3. Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of a Director(s) or such person who is authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than twenty (20) days before the meeting, to each Member, addressed to the address shown on the real estate tax assessment records for each Owner. The notice shall specify the place, day and hour of the meeting and shall state the purpose of the meeting. The specific language of any proposition or amendment to be voted upon shall be included with the meeting notice.

Section 4. Quorum

The presence at a meeting of Members representing at least fifteen (15) Lots of members eligible to vote at the time of the meeting, either in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Indenture or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Association may (i) give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or (ii) take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

Section 5. Voting

At any annual or special meeting, each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any Member who has failed to pay any assessments shall not be entitled to vote at any meeting. In the election of Directors, the owner(s) of each lot are entitled to one (1) vote per lot, in person or by proxy. The person(s) receiving the highest number of votes cast shall be deemed elected as a Director.

Section 6. Proxies

At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in a form approved by the Board of Directors and shall be filed with the Directors before any meeting at which such proxy will vote. No proxy shall be valid after conclusion of the meeting, subject to adjournment and rescheduling, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot. One member may carry only one proxy.

Section 7. Action without a meeting

Any action that may be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken are signed by members holding at least fifty-one percent (51%) of the voting power. 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. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

ARTICLE VI: BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number

The affairs of the Association shall be managed by a Board of Directors consisting of three (3) members.

Section 2. Board of Directors

A Board of three Directors shall be elected by a majority of those present at a general meeting of the lot owners of Huntington Subdivision. Directors shall serve staggered terms of three years each. Should any Director resign or be unable to act for any reason, the remaining two Directors may either call a special meeting of the lot owners to fill the vacant position for the remainder of the vacated trustee's term or wait until the next regular meeting, if within ninety days of the next semi-annual meeting, to replace the vacated Directorship. If for any reason two Director positions become vacant, the remaining Director must notify all lot owners of a special meeting to elect Directors to fill the vacated terms. The date of this meeting to be within 30 days or less of the date the second Director position was vacated. If for any reason all three Director positions are vacant, a meeting of the lot owners shall be called to elect new Directors. At such

meeting, the lot owners shall elect 3 new Directors for staggered terms of 1, 2, and 3 years. Once a Director no longer owns a lot in Huntington Subdivision, he or she automatically gives up his or her Directorship. At any meeting of the assembled lot owners, the owner(s) of each lot are entitled to one (1) vote per lot, in person or by proxy.

1. All action taken by the Directors will require 2/3 approval by the Directors. In the case where two of the Directorships are vacant the remaining is not allowed to take any action until two new Directors are elected other than calling a meeting for the election of two new Directors. A Director found in neglect of his duties or whose actions are not in the best interest of Huntington Subdivision may be removed by a document requesting the Director's resignation and submitted to the other two Directors and signed by 1/3 of the Lot Owners.

Section 3. Qualifications

All Directors shall be Members. If any Member is a corporation, partnership or trust, then any partner, officer, director, employee or agent of each corporation or partnership or trustee of such trust may be a Director. All Directors, and candidates for Director, must be in good standing, meaning they are current in the payment of assessments and are not in violation of any covenants, rules or policies of the Association. Only one Director per lot is permitted.

Section 4. Removal

Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to this Restatement, of a Director, his successor shall be elected at the next meeting. If no such meeting is convened with ninety (90) days of vacancy, a special meeting shall be called for a vote. The successor shall serve for the unexpired term of his predecessor.

Section 5. Compensation

No Director who is a Member shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Any Interim Director who is not a Member shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors.

ARTICLE VII: ANNUAL BUDGET AND ASSESSMENTS

Section 1. Preparation of Annual Budget

By or before November 1st of each year the Board of Directors shall prepare and adopt an annual budget for the following fiscal year commencing January 1st including, but not limited to, expense items such as utilities, insurance, Common Property maintenance, repair and replacement, administrative expenses, legal, accounting and other professional fees and appropriate reserves.

1. "Appropriate Reserves" is defined as the calculated amount of one year of expenses that are required for the normal operation of the subdivision.
2. When a budget is approved that designates subdivision funds for a specific project, those funds are now earmarked for that project. Earmarked funds cannot be spent on items outside the scope of that project without a subdivision vote.

Section 2. Owner Ratification of Budget

By November 1st of each year the Directors shall provide a summary of the budget to all lot owners and shall set a meeting date in the first half of November, not less than ten days after notice to the owners, to consider ratification of the budget. Unless at that meeting a majority of the lot owners present reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the Directors.

Section 3. Notice of Annual Assessment and Due Date

Following ratification of the budget pursuant to Section 2 of this Article the Directors shall notify in writing each lot owner by February 1st of the amount of the annual assessment which shall be calculated by dividing the total budgeted expenses for the fiscal year by the number of lots (252). The annual assessment shall be due March 1st.

1. Assessments are considered Past Due and subject to a twenty-five-dollar late fee per year (or such higher amount as determined by the Directors from time to time) and interest at the rate of nine percent per annum, if not received by the Association on April 1st each year.
2. Assessments are considered Delinquent and subject to lien if the amount due, including late fees and interest, are not received by the Association on April 1st

of the year following the original assessment due date. Owners will receive a mailed warning prior to a lien being filed.

Section 4. Failure to Timely Pay Assessments

In the event a lot owner fails to timely pay an annual assessment, a late fee and interest shall be imposed pursuant to Section 3 of this Article. The Association has a lien on a lot for any assessment levied against that lot or any fines imposed against its owner from the time the assessment or fine becomes due. Recording of this Restatement constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. The Association's lien may be foreclosed in a like manner as a mortgage on real estate or a power of sale pursuant to Chapter 443 of the Missouri Revised Statutes. Fees, charges, late fees, fines and interest charged are enforceable as assessments pursuant to this Section. The Association's lien is subordinate to a first deed of trust or mortgage. This Section shall not prohibit the Association from suing a lot owner personally to recover sums for which this Section creates a lien. The Association is entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent assessments, whether by suit or by foreclosure. A judgment or decree in any action brought pursuant to this Section shall include costs and reasonable attorney's fees for the prevailing party.

Section 5. Request for Accounting

The Association shall furnish to a lot owner upon written request a statement of account setting forth the amount of unpaid assessments, fees, interest and other charges against the owner's lot. The statement shall be furnished within thirty calendar days after receipt and is binding on the Association, unless it is known by the recipient to be false or inaccurate.

Section 6. Special Assessments

Separate from annual assessments, the Directors may levy and collect a special assessment, as needed from time to time. However, special assessments totaling more than three thousand dollars in a calendar year must first be approved by a majority of owners voting by mail-in ballot, provided the minimum number of voters actually casting a vote equals or exceeds the quorum requirement of fifteen (15) Members set forth in Article V, Section 4. Any such special assessment requires a mail-in ballot. The ballot shall describe in reasonable detail the purpose of the proposed expenditure and the total expenditure anticipated. An Affirmative Vote is defined as a simple majority of the lot owners that voted. Such special assessment may be for emergency, capital improvements, budget shortfall or other expenses deemed necessary in the discretion

of the Directors. Any special assessments provided for in this Section together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. The Association shall be entitled to enforce collection of any and all of such special assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove. All provisions of Section 4 of this Article shall equally apply to special assessments.

Section 7. Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

ARTICLE VIII: MEETINGS OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board of Directors, without the necessity of further notice. At each annual meeting, the Directors shall designate one (1) of its members to serve as Chairman, who shall also be the President of the Association.

Section 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than forty-eight (48) hours' notice to each Director.

Section 3. Quorum; Participation by Telephone

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Members of the Board of Directors may participate in a meeting of the Board of Directors, whether regular or special, by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. In the event a meeting of the Board of Directors is held, and a quorum is present but one Director is absent, then the Directors in attendance at the meeting shall within two days provide the absent Director with a copy of meeting minutes and any documentation considered at such meeting.

Section 4. Vacancies

Vacancies on the Board of Directors resulting from resignation, death, removal of a Director may be filled by election at a special meeting called for that purpose.

Section 5. Action Without a Meeting

Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if written consents describing the action taken, are signed by a majority of the Board of Directors. Such written consents shall be filed with the minutes of the Board of Directors and shall have the same force and effect as a vote held at a meeting.

ARTICLE IX: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers

The Board of Directors shall have the power to:

1. Exercise for the Association all rights, powers, privileges and authority vested in or delegated to the Association by other provisions of this Restatement or the Articles of Incorporation; and
2. Exercise any and all rights, powers, duties and obligations within the full scope of their authority as Directors and agents of the Association; and

3. Exercise the right to adopt and amend rules and regulations to effectuate the purposes of this Restatement; any such rules and regulations promulgated by the Directors shall be valid and enforceable unless rejected by a majority vote by mail of the Lot Owners.

Section 2. Duties

The Board of Directors shall carry out all the obligations and duties set forth in this Restatement, including without limitation:

1. Prepare proposed budgets, present the proposed budgets to the Members and fix the amount of the annual assessments against each Lot;
2. Send written notice of each annual, supplemental and special assessment to every Lot Owner subject to the assessment;
3. Foreclose the lien against a Lot if the owner of the Lot has not paid the assessment on the Lot within such time as the Board of Directors may determine as provided in this Restatement, or bring any action at law against the Lot Owner personally obligated to pay the same;
4. Procure and maintain adequate liability and hazard insurance on property owned by the Association as well as Directors and officers liability coverage;
5. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
6. File the tax returns of the Association;
7. Maintain the lights, signs, gates and shrubbery at subdivision approaches, easements, or on Common Property and otherwise regulate the use, maintenance, repair, replacement, and modification of, including additional improvements to, Common Property;
8. To consider, approve or reject any and all plans and specifications for each building and structure proposed for erection on any lot, including temporary structures, sheds and garages. The Directors may reject any plans which, in their sole discretion, are not in harmony with existing structures in the subdivision because of quality or workmanship and materials, exterior design or location and finished grade elevations. No building or structure may be erected

unless there shall be had first written approval by a majority of the Board of Directors of the plans, specifications and elevations. Should the Directors fail to approve or disapprove in writing within thirty (30) days after plans and specifications have been submitted, the plans shall be deemed approved;

9. To exercise such control over the easements on the record plat, except those easements dedicated to public bodies and agencies, as is necessary to insure the proper use of said easements by public utilities, including the right (in themselves and in others to whom they may grant permission) to construct, operate and maintain, on, in and over said easements, streets, sewers, pipes, wires, and other facilities and public utilities for service to the lots in the subdivision. Without consent of any property owner, the Directors may establish easements for utility purposes in addition to those shown on the recorded plat, so long as such easements do not interfere with any existing structure on any lot and are not established in such a manner as to interfere with the development of a lot. By proper instrument, the Directors, by unanimous action, may extinguish and abandon any easement previously established or shown on the recorded plat;
10. To remove rubbish, debris, grass and weeds from and to trim, cut back, remove and replace and maintain trees, shrubbery and flowers upon any neglected lot or property and charge the owners thereof with the reasonable expenses so incurred. The Directors, their agents or employees, shall not be deemed guilty or liable for trespass or for any damage resulting from such removal or planting. If the reasonable cost thereof is not paid by such owner within thirty (30) days from the presentation of a statement, upon the filing by the Directors of verified copy thereof in the office of the Recorder of Deeds of St. Louis County, Missouri, said costs shall become a lien against the property, shall bear interest from the date of filing at the rate of 9% per annum and may be enforced under the laws of the State of Missouri;
11. To prevent any violation of the covenants herein and compel performance of these covenants by actions at law or in equity, the reasonable costs thereof to be paid from the assessments collected;
12. To adopt and amend budgets pursuant to Article VII for revenues, expenditures, and reserves and impose against each lot in the subdivision and collect an annual assessment for common expenses to be used for the purpose of carrying out their duties and powers hereunder, including, but not limited to,

enabling the Directors to defend and enforce restrictions, adequately maintain gates and lights, if any, and trees and shrubbery, playgrounds and recreational facilities, if any, and to otherwise properly protect the health, safety, and welfare of the property owners.

13. To levy special assessments from time to time, subject to the requirement of approval by a majority of all lot owners.
14. In exercising the above powers and duties, they may enter into contracts and incur liabilities, purchase insurance, employ managing agents and such labor as they deem necessary and employ counsel to institute and prosecute such actions as they determine advisable to enforce these restrictions and collect assessments. The Trustees 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 Trustees harmless from all such acts to the extent permitted by Law.
15. Acquire, hold, encumber, and convey in the Association's name any right, title, or interest in real or personal property.
16. Impose and receive any payments, fees or charges for the use, rental, or operation of the Common Property.
17. Impose charges for the late payment of assessments and, after written notice, levy reasonable fines for violations of this Restatement and the rules and regulations of the Association. The process for filing liens on delinquent assessments is to be initiated in June annually.
18. Provide for the indemnification of Directors and officers of the Association pursuant to the terms and conditions set forth in the Articles of Incorporation and Article XIV of this Restatement and maintain directors and officers liability insurance.
19. Assign the right to future income, including the right to receive assessments.
20. Exercise all other powers that may be exercised in this state by nonprofit corporations.

21. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE X: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices

The officers of this Association shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. The officers shall be selected from among the members of the Board of Directors and shall at all times during the term of their office be members of the Board of Directors.

Section 2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term

The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his successor is elected, whichever shall be the longer period, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments

The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal

Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies

A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces and until his successor shall have been elected and qualified.

Section 7. Multiple Offices

Not more than two of these offices may be held by the same person.

Section 8. Duties

The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board of Directors are carried out. The President shall have authority to sign all leases, mortgages, deeds, amendments to the Indenture and other written instruments after the necessary approval requirements have been met as provided in the Indenture, Articles and these By-Laws.
2. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors.
3. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting same.

ARTICLE XI: COMMITTEES

The Board of Directors may appoint such committees, with such powers and duties, as deemed appropriate to carry out the purposes of the Association. Such powers shall be limited to making recommendations to the Board.

ARTICLE XII: BOOKS AND RECORDS

Section 1. Availability

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restatement, the Articles of Incorporation and the rules and regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 2. Online Accessibility

The Board of Directions shall maintain a publicly-accessible website that includes the Restatement and the monthly summary of subdivision income and expenses. This information shall be updated at least once every six months. The website shall be updated in November annually with the next year's proposed budget and updated in March annually with the previous year's actual income and expenditures.

ARTICLE XIII: AMENDMENTS AND CONFLICTS OF AUTHORITY

Section 1. Amendments

This Restatement may be amended by an Affirmative Vote or written assent by mail-in ballot of a majority of lot owners with or without a duly called and noticed meeting. An Affirmative Vote is defined as a simple majority of the lot owners that voted. Any such approved amendments shall become effective upon recordation with the St. Louis County Recorder of Deeds.

Section 2. Conflicts

In the case of any conflict between the Articles of Incorporation and this Restatement, the Articles of Incorporation shall control.

ARTICLE XIV: INDEMNIFICATION

Section 1

The Association shall hold harmless and indemnify all officers and Directors of the Association to the fullest extent authorized or permitted by the Articles of Incorporation and the provisions of §355.476 of the Missouri Revised Statutes, or by any amendment thereof or other statutory provisions authorizing or permitting such indemnification which is adopted after the date hereof.

Section 2

This Article XIV is intended to provide for indemnification to the fullest extent permitted by law, as in effect on the date hereof or as hereinafter adopted or amended. The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other Bylaw, agreement, vote of the Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 3

All agreements and obligations of the Association contained herein shall continue during the period such officer or Director is an officer or Director of the Association and shall continue thereafter so long as such officer or Director shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that such officer or Director was an officer or Director of the Association.

ARTICLE XV: MISCELLANEOUS

Section 1. Duration

These covenants shall be filed in the Office of the Recorder of Deeds of St. Louis County Missouri, shall remain in force and shall be binding on the present and all future owners of said lots unless an instrument signed by a majority of the then owners of all the lots in said subdivision, is recorded agreeing to change these covenants, in whole or in part.

Section 2. Validity and Enforceability

Each present and future lot owner shall be bound to the observance and compliance with the provisions of this agreement. In the event of any violation and upon failure to cure and correct same within ten (10) days after written notice thereof from the Board of Directors, it shall be lawful for the Board of Directors, or for any other lot owner, to institute and prosecute any proceedings in law or in equity to force compliance. Should any provisions herein be found to be unenforceable or invalid, the validity of any other provision herein shall in no wise be affected thereby and shall remain in full force and effect.

Section 3. No Retroactive Application

Any conditions existing on any Lot prior to the effective date of this Restatement which did not violate the Original Declaration shall not be deemed to violate this Restatement.

IN WITNESS WHEREOF, the Board of Directors of Huntington Homeowners Association, by its duly authorized officers, hereby certifies that this Restatement of Declaration has been approved in accordance with Section 1 of the Original Declaration, and hereby executes this instrument January 1, 2020.