

HUNTSDALE HOMEOWNERS ASSOCIATION
RESOLUTION AND BALLOT FOR PROPOSED AMENDMENT

INSTRUCTIONS

Enclosed please find a proposed amendment to the “Indenture of Covenants and Restrictions of Huntsdale” (“Indenture”). The purpose of the amendment is to adopt provisions related to officers of the Board, elections, quorum, assessments, vehicles, fences and outbuildings, and amendments (“Proposed Amendment”). To facilitate your participation in this important matter, the Board has provided this ballot.

Upon completion, please return it via one of the methods below:

Mail: Huntsdale HOA, 285 Huntsdale Drive, Wentzville, MO 63385

Ballot Box: Located at 285 Huntsdale Drive, Wentzville, MO 63385

Email: huntsdalehoa@gmail.com, subject line: BALLOT

Voting will remain open until August 7, 2026, but may be extended until sufficient votes are received.

RESOLUTION

WHEREAS, the owners within the Huntsdale Subdivision desire to vote on the Proposed Amendment, a copy of which was attached hereto and incorporated herein by reference; and

WHEREAS, adoption of the Proposed Amendment requires approval by 66-2/3% of the votes in the Association; and

WHEREAS the owners, by casting a ballot, confirm the current duly elected Trustees, ratify the past actions of the Trustees on behalf of the Subdivision, and if so approved, authorize the Trustees to execute the Proposed Amendment on such voting owner’s behalf.

NOW THEREFORE, be it resolved that the owners desire to vote upon the Proposed Amendment by use of this resolution and ballot.

BALLOT

One vote per residence.

The undersigned member of Huntsdale Homeowners Association certifies that he or she is the record owner within the Huntsdale Subdivision, and on the date below, hereby vote as follows:

Whether to approve the Proposed Amendment:

I APPROVE the Proposed Amendment

I DO NOT APPROVE the Proposed Amendment

Signature(s): _____

Print Name(s): _____

Address within the Huntsdale Subdivision: _____

Date: _____

**SECOND AMENDMENT TO INDENTURE OF
COVENANTS AND RESTRICTIONS FOR HUNTSDALE**

THIS SECOND AMENDMENT to the Indenture of Covenants and Restrictions of Huntsdale is made and entered into as of this ___ day of _____, 2026 by Huntsdale Homeowners Association, a Missouri nonprofit corporation (“Association”).

WHEREAS, the Huntsdale Subdivision (“Subdivision”) exists by virtue of the “Indenture of Covenants and Restrictions of Huntsdale” as recorded in Book 3025, Page 361 in the records of St. Charles County, Missouri, as may be amended (“Indenture”); and

WHEREAS, the plats of the Subdivision are as described in Exhibit A hereto, which is incorporated herein by this reference (“Plat”); and

WHEREAS, pursuant to Article XI Paragraph C of the Indenture, the Indenture may be amended by sixty-six and two-thirds percent (66-2/3%) of the votes in the Association; and

WHEREAS, the owners desire to amend the Indenture; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Indenture is amended as follows:

1. A new Section C related to Voting is added to Article III of the Indenture to read as follows:

“C. METHODS OF VOTING. Lot owners may vote by ballot in-person at a meeting of the lot owners, via a directed proxy, general proxy so long as no lot owner has more than two (2) general proxies, absentee ballot, or via an online platform as described below. Cumulative voting is not permitted. The Trustees, so long as no meeting is scheduled, may adopt rules and associated form to administer any vote of the lot owners. If a form is provided by the Association, no other forms may be used.

The Association may utilize an online platform to conduct a meeting of the lot owners and for owners to cast a ballot on any question to be determined by the lot owners; provided, however, the Association may not compel the use of such an online platform for voting. Any vote cast via such an online platform shall be deemed present for the purposes of determination of quorum. .”

2. Article IV, Section D of the Indenture related to Board Elections are amended to read as follows:

“D. The annual meeting of the Association shall be held during the last quarter of the year or such a later date as practical. At the meeting: (a) the Board shall provide a report on the financial condition of the Association, and (b) the Members may transact such other business as may properly come before them, provided that written notice of such business is given to all Members at least thirty (30) days in advance of the meeting. A special meeting of the

Association may be called by a majority of the Board or as provided by the Missouri Nonprofit Corporation Act, Mo. Rev. Stat., Chapter 355, as may be amended (“NCA”).

Elections of Trustees shall occur every three (3) years at the annual meeting, with all Trustee positions up for election at such time. The three (3) candidates receiving the most votes shall be elected to the Board for a term of three (3) years. A vacancy may be filled by any method permitted under the NCA, including special election or appointment of a qualified owner by the Board to serve the remaining unexpired portion of the term.

Only Members in good Standing shall be entitled to vote on any matter. A “Member in Good Standing” means a member that is current on any monies owed to the Association including any fines levied after notice and opportunity to be heard, is not engaged in a pending judicial or administrative proceeding adverse to the Association and has no unresolved violations.”

3. *Article IV, Section F of the Indenture related to Quorum Requirements is amended to read as follows:*

“F. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any annual or special meeting described above. All actions by the lot owners at annual or special meetings shall be by a majority of votes cast at such meetings. There is no quorum required for any special or annual meeting. All actions of the Board of Trustees shall be by the majority vote.”

4. *Article VII, Section F of the Indenture related to Annual Assessments is amended to read as follows:*

“F. The Trustees shall levy each annual assessment not to exceed Two Hundred Fifty Dollars (\$250.00) per lot, at least thirty day (30) days in advance of each assessment year, as established by the Trustees; provided, however, that the first annual assessment following the recording of this Amendment may be adjusted according to the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent annual assessments shall thereafter be on a full assessment year basis.

Assessments may be increased every five (5) years upon approval by the Trustees based on the cumulated increase in the Consumer Price Index (“CPI”) for each of the five years. The Trustees shall establish the due date for annual assessments, but no due date may be sooner than 30 days after notice is provided to the owners.

Special assessments shall be levied in the manner provided above.”

5. *Article XI, Section B of the Indenture related to Quorum Requirements is amended to read as follows:*

“B. The covenants and restrictions of this Indenture shall run with and bind the land subject hereto for a term of thirty (30) years from the date of recordation of this Indenture, after which the said covenants and restrictions shall be automatically extended for successive periods of

ten (10) years each, unless it is amended or restated by an instrument approved by a majority of the lot owners. The Indenture may be terminated by approval of 80% of the lot owners at the end of any such ten (10) year period. No termination shall be effective unless made and recorded one (1) year in advance of the effective date, and unless written notice of the proposed termination has been sent to every owner at least ninety (90) days in advance of any action taken.”

6. *Article XI, Section C of the Indenture related to Amendments is amended to read as follows:*

“C. Any modification, amendment or change in the terms of this Indenture may be made at any time by instrument approved by a majority of the lot owners who cast a ballot and signed by the president of the Association and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.”

The Board of Directors are authorized to execute and record this Amendment upon its approval by the Owners and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Indenture.

This Second Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

Except as expressly modified herein, the Indenture in all other respects shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Huntsdale Homeowners Association hereby execute this Amendment on the day and year first above written.

EXHIBIT A

HUNTSDALE SUBDIVISION LEGAL DESCRIPTION

Huntsdale Plat One, a subdivision according to the plat thereof recorded at Book 39, Page 129 of the records of St. Charles County, Missouri.

Huntsdale Plat Two, a subdivision according to the plat thereof recorded at Book 41, Page 2 of the records of St. Charles County, Missouri.

Huntsdale Plat Three, a subdivision according to the plat thereof recorded at Book 42, Page 177 of the records of St. Charles County, Missouri.