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**SEVENTH AMENDMENT TO RESTRICTIVE AGREEMENT OF DOUGHERTY
RIDGE SUBDIVISION**

This seventh amendment to the Restrictive Agreement of Dougherty Ridge Subdivision ("Restrictive Agreement") is executed this 20th day of February, 2024, Judy Mundle, Arthur Clyne, Timothy Callahan, and Paula Rice, duly elected Trustees, according to the Restrictive Agreement of the Dougherty Ridge Subdivision recorded in Book 6764, Pages 2188-2198 of the St. Louis County records.

WITNESSETH:

WHEREAS, by an instrument entitled Restrictive Agreement of Dougherty Ridge Subdivision recorded in Book 6764, Pages 2188-2198 of the St. Louis County records (the "Restrictive Agreement"), certain agreements were imposed upon the property described on exhibit A attached hereto and made a part hereon, and,

WHEREAS, the Restrictive Agreement was subsequently amended by the First Amendment on November 7, 1977, the Second Amendment on June 26, 1978, the Third Amendment on October 8, 1986, the Fourth Amendment on November 13, 2006, and the Fifth and Sixth Amendments on April 26, 2023, with said amendments duly recorded in the St. Louis County records, and,

WHEREAS, the original Restrictive Agreement provides, under paragraph 18, and as amended, that the Restrictive Agreement may be amended by a majority vote of lot owners, and,

WHEREAS, at a meeting duly called under the provisions of paragraph 18 of the Restrictive Agreement as amended or through electronic communications following said meeting under the provisions of the Sixth Amendment to the Restrictive Agreement, the amendment set forth here was submitted to the lot owners and adopted by a vote of 50 for, 16 against, and 3 abstentions.

NOW, THEREFORE, effective this date, the Restrictive Agreement, and all Amendments generally are amended as follows:

Restrictions on Use & Leasing.

The Trustees deem it to be in the best interests of the community to preserve the Subdivision as a community in which the Lots are occupied by the Owner. Accordingly, the purpose of this amendment is to foster owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by prohibiting current and future owners from being able to lease and adopting reasonable regulations if a Lot is authorized to lease.

(i) **Definitions.** For purposes of this Section:

- (1) "Lease" means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Lot.
- (2) "Restrictive Agreement" means Restrictive Agreement of Dougherty Ridge Subdivision recorded in Book 6764 Page 2188, as amended, in the records of St. Louis County, Missouri.

(ii) **Restriction of Leasing.**

- (1) An Owner shall be prohibited from leasing the Lot unless the Lot is being leased at the time of adoption of this Amendment; said Lot shall be prohibited from leasing upon the earlier of the lease term expiring or the current tenants vacate.
- (2) Notwithstanding any other provision herein, an Owner shall maintain three years of ownership before a property is eligible for rental, at which time the owner may enter into a lease in accordance with the provisions contained herein, without obtaining Trustee pre-approval.
- (3) The Trustees may waive the limitation on leasing for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, or medical conditions. Any such waiver shall be in writing and signed by the Owner and the Trustees. In the event a waiver is granted, the Owner may lease the Lot for the term granted in accordance with the regulations in Section (iii) below.

(iii) **Lease Regulations.**

Any lease permitted under this amendment and executed or renewed on or after the effective date hereof shall be evidenced by a written lease agreement which shall include the regulations contained in this Section.

- (1) **Copy of Lease.** The Owner shall furnish to the Trustees, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Trustees as well as the names and

contact information of the tenant and all occupants. The Lease shall comply with the Restrictive Agreement.

- (2) **Persons Subject to Restrictive Agreement.** The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Restrictive Agreement.
- (3) **Term of Lease.** The Lease shall have an initial term of twelve (12) months. Any renewal or extension of the Lease, and any sublease of the Lot or assignment of the Lease, shall be in writing and a copy submitted to the Trustees at least ten (10) days prior to its commencement date. Further, any lease renewal or extension may not exceed twelve (12) months at a time.
- (4) **Short-Term Rentals.** No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb, Vrbo, or their functional equivalent. Not less than the entire Lot may be leased. If a lease is voluntarily terminated within 180 days of commencement, the Lot may not be leased for 180 days after the date of termination.
- (5) **Certification.** The Owner certifies that he/she obtained a credit check and provided a copy of the Restrictive Agreement to tenant, and tenant certifies that he/she received said Restrictive Agreement, prior to signing the Lease.
- (6) **Assignment of Rights.** The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The Owner retains the right to vote, the duty to pay assessments, fines and other charges by the Trustees, and the obligation to maintain the Lot and carry a personal insurance policy of the Lot.
- (7) **No Time-Share.** No Lot may be conveyed under a time-sharing plan.
- (8) **Reasonable Restraint on Alienation.** The Limitations of this Section shall be deemed reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes.
- (9) **Enforcement.** The Trustees are authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the Restrictive Agreement and may deem such violation a default of the Lease and shall have the right, after notice to the Owner an opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Restrictive Agreement. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Trustees, upon written notice, may direct the tenant to pay rent directly to the Trustees which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner.

All other covenants and terms of the Restrictive Agreement, as amended, not herein amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Trustees do hereby certify that on the 20th day of February, 2024, this Seventh Amendment, as set forth in this instrument, was approved and adopted by the Dougherty Ridge lot owners in accordance with the provisions of Paragraph 18 of the Restrictive Agreement, as amended.

Dougherty Ridge Subdivision

By: *Judy Mundle*
JUDY MUNDLE, Trustee

By: *Arthur Clyne*
ARTHUR CLYNE, Trustee

By: *Timothy Callahan*
TIMOTHY CALLAHAN, Trustee

By: *Paula Rice*
PAULA RICE, Trustee

Subscribed and sworn to me this 20th day of February, 2024.

Doug Cleveland
Notary Public

Expires:

