

RECORDING MEMORANDUM

Instrument: Third Amendment to the Declaration Covenants, Conditions and Restrictions for Stable Ridge Estates Subdivision

Grantor: Stable Ridge Estates Subdivision Association
c/o Jason Hilsabeck, term ending November 2024
Christina Bohning, term ending November 2024
Mark Bateman, term ending November 2024

Grantee: Stable Ridge Estates Subdivision Association
c/o Jason Hilsabeck, term ending November 2024
Christina Bohning, term ending November 2024
Mark Bateman, term ending November 2024

Date: _____, 2023

Legal Description: See Exhibit A, attached hereto and incorporated herein

County: St. Charles County, Missouri

Reference: Book 1893, Page 1518

Return To: Sandberg Phoenix
600 Washington Ave., 15th Floor
St. Louis, MO 63101
(314) 231-3332

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

THIRD AMENDMENT TO THE DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLE RIDGE ESTATES SUBDIVISION

This Third Amendment to the Declaration Covenants, Conditions and Restrictions for Stable Ridge Estates Subdivision is made and entered into as of this ____ day of _____, 2023 (“Effective Date”) by Stable Ridge Estates Subdivision Association, an unincorporated homeowners association (“Association”).

Recitals

A. Stable Ridge Estates Subdivision (“Subdivision”) consists of the real property as described in the plat listed in Exhibit A attached hereto and incorporated herein (“Plat”).

B. The Plat is made subject to a “First Amendment to and Restatement of Declaration Covenants, Conditions and Restrictions for Stable Ridge Estates Subdivision” recorded at Book 1893, Page 1518 in the records of St. Charles County, as amended (“Declaration”).

C. Pursuant to Article XII, Section 5 of the Declaration, the Owners are authorized to amend the Declaration by the approval of a majority of Owners of Lots in the Subdivision.

D. The Owners desire to amend the Declaration, and this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

Amendments

1. *A new Section 3 is added to Article VII - Use Restrictions to read as follows:*

3. Leasing. The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots are predominantly occupied by the Owners. Accordingly, the purpose of this Section is to foster Owner-Occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by restricting leasing in the Subdivision.

(a) Definitions. For purposes of this Section:

(1) “Direct Family Member” means a spouse, child, parent, grandchild, grandparent, caregiver, in-law, stepchild, or sibling of the Owner.

(2) “Lease” (whether capitalized or not) 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 or a Direct Family Member does not occupy the Lot.

- (3) "Owner-Occupied" means that the resident of the Lot is the record Owner of the Lot or a Direct Family Member of the Owner (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be Owner-Occupied if the Lot is occupied by a beneficiary of the trust, so long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or Direct Family Member of the grantor of the trust. If the Lot is owned by a corporation or limited liability company, the Lot shall be deemed to be Owner-Occupied if it is occupied by a controlling member or controlling shareholder.

(b) Restriction on Leasing.

- (1) Except for leases that are in effect as of the Effective Date of this Amendment, there shall be no leasing of Lots in the Subdivision. There shall be no extension of such then-existing leases unless the extension is included in the terms of the existing lease.
- (2) The Board may waive the limitations on leasing in Subsection (1) above for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and the Board. In the event a waiver is granted, the Owner may lease the Lot in accordance with the regulations in Subsection (c) below.

(c) Lease Regulations.

- (1) Written Lease. Any lease permitted under this Section shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.
- (2) Copy of Lease/Contact Information. The Owner shall furnish to the Board, at least ten (10) days before the commencement date of the Lease, a copy of the executed Lease and a lease addendum (if required by the Association) ("Addendum"), as well as the names, email address(es), and phone number(s), and/or any other information required by the Board, of the tenant(s), all occupants, and any broker or property management company that may be involved. At that time, the Owner must also provide the Board with updated contact information for such Owner, including an address for communications, phone number(s) and email address(es). The Lease shall comply with the Declaration and any rules and regulations adopted by the Board.

- (3) Current Leases. Any Owner who is leasing a Lot at the time of the Effective Date shall have thirty (30) days from the Effective Date to provide the Board with a copy of the lease and provide the contact information required by Subsection (2) above.
- (4) Persons Subject to Declaration. The Lease, Owner and tenant(s)/ occupant(s) are subject to the provisions of the Declaration and any rules and regulations adopted by the Board.
- (5) Term of Lease. Any Lease allowed pursuant to this Article shall have a term of no less than three (3) months, or for as long as the Board may otherwise grant a hardship exception. Any renewal or extension of the Lease shall be in writing and a copy submitted to the Board at least ten (10) days prior to its commencement date. No Lease may be sublet or assigned.
- (6) Short Term Rentals. No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes. This includes, but is not limited to any home exchange, swap or an agreement made 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. Any agreement purporting to convey a license versus a lease shall be treated as a lease under this Declaration.
- (7) No Time-Share. No Lot may be conveyed under a time-sharing plan or functional equivalent. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is an owner of a Lot whereby the different owners of the legal entity share or divide time for the purposes of occupancy of the Lot.
- (8) No Boarding House. No Lot shall be used as a boarding house or rooming house.
- (9) Certification. The Owner certifies that he/she obtained a background check and provided a copy of the Declaration and any rules and regulations adopted by the Board to tenant, and tenant certifies that he/she received said documents, prior to signing the Lease.
- (10) 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 Association, and the obligation to maintain the Lot and carry a personal insurance policy on the Lot.

- (11) Rulemaking. The Board may adopt such rules, regulations, forms, Addendums, and schedules, as it deems reasonable and necessary to implement the provisions of this Section.
- (12) Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes.
- (13) Enforcement. The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to the Owner) of the Declaration or any rules and regulations adopted by the Board, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Declaration. The Association shall assess the Owner of the leased Lot any and all costs and fees incurred in bringing such Owner's tenants into compliance with the Declaration or any rules and regulations adopted by the Board, or related to any legal proceeding, which shall be collectable as an assessment as set forth in this Declaration. In the event the Owner fails to pay any assessment and related charges and fees for sixty (60) days or more, the Association, upon written notice, may direct the tenant to pay rent directly to the Association 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."

2. *Article IV, Section 12 of the Declaration is deleted in its entirety and is replaced with the following:*

"12. Enforcement. Enforcement of any of the Declaration or and rules and regulations adopted by the Board shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such restrictions and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.

The Association shall have the power to impose fines and penalties, including the right to collect costs of enforcement of the Declaration and any rules and regulations adopted by the Board, including attorney's fees, and the right to suspend membership rights (including the right to vote and to serve as a Director) for any violation of the Declaration or rules. The Board shall have the right to adopt an enforcement policy and fine schedule, at the Board's discretion. The following procedures shall apply prior to imposition of fines or penalties (collectively, "penalty"):

- (a) Notice. The Board shall notify the alleged violator (“Respondent”) with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before the Board (which may be reduced if the Board believe that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fourteen (14) days of the notice. If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Declaration or rules by any person.
- (b) Hearing. If a hearing is timely requested by the Respondent, the hearing shall be held in private with the Board. The purpose of the hearing is to provide the Respondent with an opportunity to be heard and present facts and witnesses in response to the alleged violation prior to the levy of a penalty.
- (c) Good Faith Compliance. Any failure to comply with this Section shall not invalidate any fine levied so long as the Owner had notice of the hearing.
- (d) Repeat Violations. Fines may be levied on a daily basis for recurring and/or continuous violations and notice and opportunity to be heard need not be provided for subsequent violation of the same provision of the Declaration or rules unless: (a) the amount of the fine is 50% higher than the previous fine, or (2) the fine was levied more than two (2) years prior.
- (e) Fines are Collectible. Fines, penalties and other charges related to the enforcement of the governing documents, including attorneys’ fees, may be collected in the same manner as an assessment under this Declaration.
- (e) Director Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board’s discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (1) the Association’s position lacks sufficient strength to justify taking any or further action, (2) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, (3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association’s resources, or (4) that it is not in the Association’s best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision under this Section shall not be

construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

3. *Except as otherwise provided herein, the Declaration shall remain unchanged and shall remain in full force and effect.*
4. *The Board is 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 Declaration.*
5. *This 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.*

IN WITNESS WHEREOF, the Board of Stable Ridge Estates Subdivision Association hereby execute this Amendment on the day and year first above written.

[Signatures on following page.]

STABLE RIDGE ESTATES SUBDIVISION
ASSOCIATION,

By: _____
Director

Print Name: Jason Hilsabeck

By: _____
Director

Print Name: Christina Bohning

By: _____
Director

Print Name: Mark Bateman

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

On this _____ day of _____, 2023 before me
_____ appeared _____,
_____, and _____ who, being by me duly
sworn, did say that they are the Directors of Stable Ridge Estates Subdivision
Association, a n unincorporated homeowners' association, and that said persons
acknowledged said instrument to be their free act and deed on behalf of the
Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

STABLE RIDGE LEGAL DESCRIPTION