

ANALYSIS OF RA SECTION 17 *(written in blue italics)*

Existing Section 17 reads as follows:

“17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The original term of these covenants was automatically extended for a period of ten (10) years on February 7, 1997 and shall hereafter be automatically extended for successive periods of ten (10) years unless cancelled by an instrument in writing duly recorded by a majority of the lot owners.”

WHY Revise this Section 17?

This section of the RA clearly was intended to have our existing covenants, collectively named the Restricted Agreement, to run effectively in perpetuity UNLESS a majority of all lot owners agreed to cancel it and so filed such a change with St. Louis County for its recording.

Without discussion and opportunity to vote acceptance of a change from a Trusteeship as the RA set up, the previous Board of Trustees filed and had approved the transfer of the Dougherty Lake Homeowners Association governing structure and its assets to a Missouri Nonprofit Corporation in November 2019. That Board further filed and had recorded such a transfer of governing structure with St. Louis County.

After considerable review by a large number of lot owners, some 94 owners protested in writing that action in December 2020 whereupon the Board effectively (if not formally) resigned and/or chose not to further run for a trusteeship position when elections were held for four (4) of five positions up for either full or partial terms.

Proposed Amendment to Section 17 will read as follows (changes in red):

“17. TERM. ~~These covenants~~ **This Restrictive Agreement was developed for and encompasses a Trusteeship governing form filed/recorded per the requirements of St. Louis County, Missouri** ~~are and is~~ to run with the land and shall be binding on all parties and all persons claiming under them. The original term of ~~these covenants~~ **the Restrictive Agreement** was automatically extended for a period of ten (10) years on February 7, 1997 and shall hereafter be automatically extended for successive periods of ten (10) years **and no other governing form other than a**

Trusteeship shall be entered into unless cancelled by an instrument in writing duly recorded by the vote for approval by of a majority, i.e., at least 94 of 187, of the all lot owners”

WHAT is accomplished with this revision of Section 17?

By making this revision of the RA Section 17 it makes it clear that no change from our Trusteeship governing structure or cancellation of our Restrictive Agreement (RA) can be made without a majority vote of approval by all the lot owners.

This means requiring every Board of Trustees (BOT) to first and foremost provide clear information about a considered change in governing structure - with pros and cons one to the other - to all lot owners for each to review, evaluate and comment upon back to the BOT. Thereafter the BOT shall take comments under consideration and if it still wants to proceed there must be a formal process followed for getting the proposed change before each lot owner to cast a ballot upon. If and only if at least 94 lot owners vote affirmatively for such a change may the BOT proceed to initiate changing the governing structure as may be required by local and/or Missouri law, regulation or ordinance.

Changes that are amendments to other sections of the RA are open for consideration and approval under separate provisions in the RA.