



This amendment won't end leasing. It will start **lawsuits** — paid for by the Copperfield community.

A note from your neighbors about the proposed owner-occupancy amendment (Section 4.08) ·
Please read before you sign anything.

We're Copperfield homeowners, same as you. Nobody here wants a free-for-all on rentals — **we want rules with teeth, written by all of Copperfield, tighter than the City's.** But the document on your ballot isn't a rule. It's a permanent, no-exceptions ban **so loosely written that it would cost every one of us** — whether or not we ever rent.

THE ONE THING EVERY OWNER SHOULD KNOW

Missouri courts read every unclear word *against* the Association — and our assessments pay the legal bills.

Restrictive covenants are strictly construed in Missouri; every ambiguity is resolved in favor of the owner (*Blevins*, Mo. banc 1986; *Clayton Terrace*, Mo. banc 2019)⁶. **An amendment with no definitions, an internal contradiction, and a drafting error is a document written to lose.** One adverse ruling with a fee award can exceed a year of the Association's operating income — and comes back to every lot as a special assessment.

0

defined terms in the entire amendment — not even "Owner occupied" or "lease"

14+

separate ambiguities a court would have to resolve — each one a lawsuit

0

hardship exceptions for military orders, medical moves, job transfers, or probate

\$0

the Association recovers in attorney's fees when it loses on vague wording

Six fatal flaws in the ballot language — the actual wording and why it fails, at copperfieldvoteno.com

- 1 "Owner occupied" is never defined.**
Read literally, homes in a trust or LLC, a parent or adult child living there, a vacant home in probate, and a deployed service member are all violators.
- 2 The grandfathering clause is a lawsuit generator.**
"Current" as of when? "Terminated" isn't "expired" — a month-to-month lease rolls on forever. Is the right yours, or the lot's? It says both.
- 3 It contradicts itself.**
It says "eliminate leasing," then writes nine rules for how leases must work.
- 4 It contains an outright drafting error.**
"At least ten days AFTER the effective date" sets no deadline at all.
- 5 It promises powers the HOA does not have.**
"Terminate the lease and evict the tenant" — in Missouri only a landlord can do that (RSMo ch. 534–535).
- 6 The attorney-fee clause protects owners, not the HOA.**
Under Missouri's American Rule the Association collects fees only if it wins on a clear covenant. This one isn't clear.

OUR SERVICE MEMBERS

Orders come. Houses don't sell on a schedule.

1 in 3

active-duty families get moving orders every year¹

Scott AFB is a short drive away. A ban means the family that gets orders in a soft market sells at a loss or leaves the house empty. Other states forbid HOAs from doing this to deployed owners². Missouri doesn't³.

KEEP IT IN THE FAMILY

Your home should be yours to hand down — on your family's timeline.

\$14,430

the check you'd write at closing if a ban forces your family to sell into a 5% dip⁴

Keeping the home for your kids, a job transfer, a divorce, a down year — today you can rent for a year or two and come back. Under a ban, the only option is to sell now and eat the loss.

OUR ELDERS

The lifelong home that should pay for their care — gone.

\$6,200/mo

median cost of assisted living; a private nursing-home room is \$129,575 a year⁵

The day a neighbor who has lived here for decades needs care, a ban says they can't rent the house to a grandchild or a caregiver to cover it. They're forced to sell the home they raised their family in.

What protecting your rights actually costs you

\$0

what it costs to keep the right you have today

A ban and a good rule set both keep the next corporate buyer out. **Only one of them also forces your neighbors out — and drags the Association into court.** Picture the family down the street who gets a job transfer, or the widow who needs a year in care. Under real rules — no corporate landlords, an ownership period first, a cap, minimum lease terms, no Airbnb — they rent the house and come back. Under the ban, they sell, now, whatever the market is doing. And undoing it later takes another two-thirds vote of all owners.



Scan to read the six flaws &
sign your NO ballot online
copperfieldvoteno.com
Every figure footnoted · 30 seconds to sign

Vote NO on Section 4.08 as written — it takes 30 seconds.

Scan the code, type your address, and sign your ballot online; it goes straight to the Board. Or mark **NO** on your paper ballot and drop it at **Justin's house, 31 Barrington Dr.** Then ask the Board to bring back an amendment drafted by a Missouri HOA attorney — one with defined terms, a hardship exception, and a real enforcement procedure. **71 homes saying NO is enough.**

636-697-6637

Justin Stinnett · HOA Board member
31 Barrington Dr · call or text with questions