

Plat 50.00
 Decl 31.00
 County Fee 87.00
 State User Fee 1.00
 Total 99.00

AUTUMN LAKES CONDOMINIUM

DECLARATION OF CONDOMINIUM AND BY-LAWS

FILE

PROPERTY Autumn

THIS DECLARATION of submission of AUTUMN LAKES CONDOMINIUM to the provisions of the Condominium Act of the State of Missouri, and ~~by-Laws~~ DEC 1981 for said condominium, executed this 27th day of March, 1981, by WESTWOOD DEVELOPMENT CO., a Missouri corporation, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of property situated in St. Louis County, Missouri, described as follows:

DESCRIPTION

A tract of land being part of "Autumn Lakes Plat 1, Section 1, Building 1", a subdivision according to the plat thereof recorded as Daily Number 391 on August 11, 1980, in the St. Louis County Records in Township 46 North - Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Northwest corner of said "Autumn Lakes Plat 1, Section 1, Building 1", said beginning point being also a point on the South line of Autumn Shores Drive 50 feet wide; thence Eastwardly along said South line South 89 degrees 01 minutes 24 seconds East 111.34 feet to a point; thence along a curve to the right whose radius point bears South 0 degrees 58 minutes 36 seconds West 125 feet from the last mentioned point; a distance of 60 feet to a point; thence leaving said road line South 12 degrees 21 minutes 34 seconds West 81.40 feet to a point; thence North 89 degrees 01 minutes 24 seconds West 153 feet to a point; thence North 0 degrees 58 minutes 36 seconds East 93.93 feet to the point of beginning and containing 0.344 acres.

129

STATE OF MISSOURI
 DEPARTMENT OF REVENUE
 RECORDED

1981 MAR 27 PM 12:27

John E. Faulkner
 RECORDER OF DEEDS

REFER TO INSTRUMENT
 FILED 3/27/81 DAILY NO. 129
~~DEED~~ PLAT BOOK 206 PAGE 51

DECLARATION

WHEREAS, Developer intends that said property, together with all buildings, improvements and appurtenances of whatsoever kind now or hereafter thereon, including buildings divided into units, recreation facilities, park and all other facilities constructed, and to be constructed, shall be submitted to the provisions of the Condominium Property Act of the State of Missouri, as contained in Chapter 448, V.A.M.S.; and

WHEREAS, Developer may provide by amendment for the inclusion in this condominium, subject to the terms of this Declaration, of additional parcel or parcels and townhomes and other improvements thereon.

NOW, THEREFORE, Developer, as the owner of the property above described, for the purposes above set forth, does hereby DECLARE said property and all improvements thereon and those to be erected thereon to be a condominium property hereafter known as AUTUMN LAKES CONDOMINIUM under the Condominium Property Act of the State of Missouri, as contained in Chapter 448, V.A.M.S., and further declares and provides:

ARTICLE I

Definitions

The following terms, as used herein or elsewhere in any condominium documents relating to AUTUMN LAKES CONDOMINIUM, unless otherwise provided, are defined as:

1.1 Association: Autumn Lakes Association, a Missouri Not-for-Profit corporation.

1.2 Declaration: This instrument by which the property above described is submitted to the provisions of the Condominium Property Act of the State of Missouri.

1.3 Property: The land above described, and any land hereafter added by amendment thereto, together with all improvements and structures erected or to be erected thereon, including all appurtenances thereto belonging and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners.

1.4 Plat: The surveyor's plat and any surveys attached thereto of the property and improvements, including a three-dimensional horizontal and vertical delineation of all units.

1.5 Building: An entire building in which are located two (2) or more units each intended for independent residential use, located on the property and constructed in accordance with this Declaration and the surveyor's plat.

1.6 Unit: That portion of a building on the property, consisting of one (1) or more floors or a part or parts thereof measured to the inner surfaces of the exterior walls, the center line of common walls dividing units and the inner surfaces or floors and ceilings dividing units, including all windows, exterior doors, balcony, if any, patio, if any, designed and intended as an independent living unit, adjoining patio, courtyard and parking space or spaces (open or enclosed) or garage. Each such unit shall be designated in plans, deeds, plats and other documents by building number and letter.

1.7 Person: A natural person, partnership, corporation, or other legal entity capable of holding title to real property.

1.8 Unit Owner: The person or persons, individually or collectively, having fee simple ownership of a unit.

1.9 Common Elements: All that part of the property which is not within the units shown on the condominium plat, the common elements being more particularly defined under Article 3.

1.10 Share: The interest of each unit owner in the aggregate in interest of the undivided ownership of the common elements, the percentage interest attributed to each being set forth in Exhibit "A."

1.11 Assessment: That portion of the cost of maintaining, repairing and managing the property which is to be paid by each unit owner, the percentage of such cost to be paid by each being that percentage interest in Exhibit "A" attributed to each unit.

1.12 Common Expense: The actual and estimated costs of:

(a) Maintenance, management, operation, repair and replacement of the unit, as to which, pursuant to other provisions hereof, it is the responsibility of the Board of Managers to maintain, repair and replace; EXCEPT, that, all such costs, as they relate to units prior to original sale by Developer, shall be borne by Developer.

(b) Management and administration of the Condominium, including, without limiting the same, to compensation paid by the condominium to a manager, accountants, attorneys and other employees.

(c) Any other items held by or in accordance with other provisions of this Declaration or in the condominium documents to be common expense.

1.13 Developer: WESTWOOD DEVELOPMENT CO., a Missouri corporation, its successors and assigns.

ARTICLE 2

Townhomes

The entire project shall consist of 294 units. All units will be utilized only for residential purposes. Each unit will have its own exterior entrance and exit.

ARTICLE 3

Common Elements

The common elements of the project are:

(a) The property, excepting the units, and easements adjacent thereto as hereinafter provided for, and including parking facilities, driveways, parking areas, lawns and sidewalks;

(b) All electrical wiring, pipes, wires, cables and conduits, throughout the property, except such situated in a unit and providing service for only such unit;

(c) All utility installations, and connections for gas, electricity, light, water and plumbing, except those within units; and

(d) Any auxiliary buildings, parks, swimming pools, tennis courts, recreation buildings and any other structures which may at any time be erected on the property and all other appurtenances not herein specifically designated which are not enclosed within the confines of units.

ARTICLE 4

Additional Recreational Facilities

4.1 Autumn Lakes Association: In addition to the recreational usage provided on the common area hereunder, recreational facilities, including a clubhouse, swimming pool, tennis court, and other facilities, will be provided on property which will be conveyed to AUTUMN LAKES ASSOCIATION, a not-for-profit Missouri corporation. Such facilities shall be available to and for the usage of unit owners subject to this Declaration and lot owners subject to the Indenture of Trust and Restrictions for Autumn Lakes, as recorded in Book 7267, Page 955 of the St. Louis County Records, all subject to Declaration of Covenants, Conditions and Restrictions for AUTUMN LAKES ASSOCIATION.

4.2 Charges and Assessments: A portion of the charges and assessments herein authorized may be paid by the Board to the Association as a charge per unit for the right to use such recreational facilities of the Association or the Association may make an assessment directly

against the unit owners (which may be collected by the Managers of Autumn Lakes Condominium) but in no event shall the total assessments, including those made by the Association, exceed the amounts provided in Article 14 hereof.

ARTICLE 5

Equipment in Units

Each unit described in Article 2 will be equipped with an individual heating and air conditioning unit, range, kitchen exhaust fan, and garbage disposal unit. The units including their dimensions, area and volume, are shown in the condominium plat recorded on even date herewith.

ARTICLE 6

Covenant Against Partition

So long as the property is subject to the Condominium Property Act of Missouri, except as provided in Section 448.140, V.A.M.S., the common elements shall remain undivided and no unit owner shall bring any action for partition or division thereof. Nothing contained herein shall prevent partition of a unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

ARTICLE 7

Interest in Common Elements

The percentage of interest of each unit owner in the common elements is shown on Exhibit "A" hereto attached and each unit owner shall bear the same proportionate share of expense and administration as the percentage shown bears to 100, such percentage of interest being subject to amendment as hereinafter referred to.

ARTICLE 8

Easements

8.1 Encroachment: Through construction, settlement or shifting of any building, should any part of a common element or a unit encroach upon any common element or upon any other unit, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the unit owner or the common element, as the case may be, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the unit owner.

8.2 Easements Appurtenant to Units: Perpetual easements are hereby established, running with the land, appurtenant to all units, for use by the owners thereof, their families and guests, invitees and servants, of the common elements. Each unit is further granted a perpetual easement, running with the ownership of the unit, to use and occupy the balcony, terrace, patio, and garages, if any, which are part of the unit, should there be any encroachment on any common element, PROVIDED, HOWEVER, that no unit owner shall enclose, decorate or landscape any such balcony, terrace, patio, or garage contrary to any rules or regulations established by the Board of Managers. Each unit is granted a perpetual easement to use the area outside the building upon which the air conditioning compressor for that unit is located.

8.3 Easements in Gross: The property shall be subject to a perpetual easement in gross to the Board of Managers, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a unit to repair a common element, employees, agents and workmen shall be entitled to entrance by exhibiting to the unit owner an order from the Board of Managers.

8.4 Driveway, Walkway and Utility Easements: Easements, as shown on the plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair

and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the common elements.

8.5 Effect of Easements: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Developer, its successors and assigns, and any unit owner, purchaser, mortgagee or other person having an interest in any portion of the property herein described, whether or not such easements are mentioned or described in any deed of conveyance, and all easements established in Paragraph 8.4 shall also inure to the benefit of the present and future owners of property described on Schedule C, including any unit owner, purchaser, mortgagee or other person having any interest in said property described on Schedule C.

ARTICLE 9

Restrictions

The use of units and common elements is restricted as follows:

9.1 Use of Units: No part of any unit shall be used for a purpose other than single family residences, each unit being occupied as a residence, either by one (1) family or by not more than four (4) unmarried individuals.

9.2 Obstructions: There shall be no obstructions on any portions of the common elements nor any storage in the common elements without prior written consent of the Board of Managers. No clothes, laundry or other articles shall be hung or exposed in any portion of the common elements or on or about the exteriors of the buildings.

9.3 Maintenance of Units. Each owner shall maintain and keep his unit, balcony, and/or patio area in good order and repair and shall do nothing which will increase the rate of insurance on the building in which his unit is situated or which would be in violation of law.

9.4 Signs, Windows, etc.: No signs shall be hung or displayed on the outside of windows or placed on walls of any building and no awnings, canopy, shutter, or radio or television antenna shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Board of Managers. All window drapes shall be lined to enhance the external appearance of the building.

9.5 Animals: No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property, except that dogs, cats, birds or other household animals, may be kept, as pets, in a unit, provided that the owner thereof maintain the property free and clear of any and all waste of said pets. There shall be no structures for such animals outside the unit at any time. A permit issued under Paragraph 13.8 hereof is required.

9.6 Nuisances: No noxious or offensive activity shall be carried on in any unit or in the common elements nor shall anything be done which will become an annoyance or a nuisance to other owners or occupants.

9.7 Business Use: No business, trade, occupation or profession of any kind, except for home occupation as defined in the St. Louis County Revised Ordinances, shall be conducted, maintained or permitted on any part of the property, nor without written authorization from the Board of Managers, shall "for sale" or "for rent" signs be displayed by any person, firm or corporation other than Declarant, its successors and assigns.

9.8: No above ground structure, other than required street lights, may be erected within a cul-de-sac, a divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

ARTICLE 10

Sewer Charges, General and Special Taxes

10.1: Each owner shall pay charges against the unit owned by each owner levied against same for sewer service by the Metropolitan St. Louis Sewer District, or its successor in providing sewer services, and

shall pay all general and special taxes levied against said unit, provided that the Board of Managers may, at its discretion, provide for the billing of sewer service charges on a building or total condominium basis and in which event, such charges shall be allocated and billed to individual units, as an additional charge based on the total number of units.

ARTICLE 11

Board of Managers

11.1 General: The development shall be administered by a Board of Managers, hereinafter called "Board," elected by the unit owners in the manner provided in Paragraph 11.2. The Board shall have general responsibility to manage and administer AUTUMN LAKES CONDOMINIUM, to approve the annual budget, provide for and collect monthly and other assessments and arrange and direct the management of AUTUMN LAKES CONDOMINIUM, all as hereinafter more particularly provided. It shall promulgate rules and regulations relating to the use of the common elements and facilities, and shall limit the use of the same to unit owners, their families, guests, invitees and servants. No person shall use the common elements in any manner not in accordance with such rules and regulations.

11.2 Number and Election: The Board shall consist of three (3) unit owners. The original Board shall consist of George W. Workman, George H. Musterman and Fred Vesper, whose successors shall be appointed by Declarant, subject to the provisions hereinafter contained providing for the election of the Board members by unit owners.

At such time as fifty percent (50%) of the total of all units in AUTUMN LAKES CONDOMINIUM (including additions thereto) and on the property described on Schedule C attached hereto should such property be declared a condominium property prior to the sale of all units in AUTUMN LAKES CONDOMINIUM, the term of one (1) Board member shall terminate, and Declarant shall, upon ten (10) days written notice to the then unit owners, cause a meeting to be held at which a successor member of the Board shall be elected to serve for the balance of his predecessor's term.

At such time as ninety-five percent (95%) of the total of all units in AUTUMN LAKES CONDOMINIUM (including additions thereto) and on the property described on Schedule C attached hereto should such property be declared a condominium property prior to the sale of all units in AUTUMN LAKES CONDOMINIUM, the term of a second (2nd) Board member shall terminate, and Declarant shall, upon ten (10) days written notice to the then unit owners, cause a meeting to be held at which a successor member of the Board shall be elected to serve for the balance of his predecessor's term.

100% At such time as all units in AUTUMN LAKES CONDOMINIUM (including additions thereto) and on the property described on Schedule C attached hereto should such property be declared a condominium property prior to the sale of all units in AUTUMN LAKES CONDOMINIUM, the term of the final Board member appointed by Declarant shall terminate, and Declarant shall, upon ten (10) days written notice to the then unit owners, cause a meeting to be held at which a successor member of the Board shall be elected to serve for the balance of his predecessor's term.

Of the three (3) appointed, one (1) shall be appointed for three (3) years, one (1) shall be appointed for two (2) years, and one (1) shall be appointed for one (1) year, the date of appointment being the date from which the year shall be computed and that date shall thereafter be the date each year upon which the annual meeting hereinafter required shall be held. Upon expiration of the term of office of any member or upon the death or resignation of any member, his successor shall be elected by the unit owners in the manner hereinafter provided and shall serve for a three (3) year term, or for the remainder of an unexpired term, as the case may be. The members of the Board shall serve without compensation.

11.3 Officers of Board of Managers: The officers of the Board shall consist of a president, a secretary and a treasurer, each of whom shall be a member of the Board and elected by the Board. The president shall preside over all meetings of the Board and of the voting members. The secretary shall keep minutes of all meetings of the Board and of

the voting members and, in general, perform all duties incident to the office of secretary. The treasurer shall keep all financial records and books of account. The Board shall purchase a fidelity bond for the treasurer or for any other person or persons handling funds belonging to unit owners. The premium for such bond shall be a common expense, apportioned and collected in the same manner as other common expenses.

11.4 Removal of Member from Board of Managers: Should any member of the Board cease to be an owner of a unit, or of an interest in any unit, his term of office shall automatically terminate. At any time, for cause or without cause, seventy-five percent (75%) of all voting members may vote to remove a member from the Board. Meetings for this purpose, or for any other purpose, shall be called by majority of the Board or by thirty (30) voting members.

ARTICLE 12

Control of Maintenance Fund

12.1: The Developer shall have the right to control the Maintenance Fund and make all expenditures from same which would properly be made by the Board of Managers, until the Board of Managers is appointed.

ARTICLE 13

Powers and Duties of Board of Managers

13.1 Employment of Manager: To employ a manager to carry out the administrative duties given to the Board, to serve on a full or part-time basis, and pay such manager reasonable compensation.

13.2 Expenses: To estimate the cost of the expense of administration and of maintenance and repair of all common elements, including the cost of all water used in AUTUMN LAKES CONDOMINIUM and in all units, sewer charges for the common elements, and cost of trash and garbage pickup and removal. All salaries for employees, including the manager, and all other amounts needed in the performance of the duties herein assigned shall be determined annually, and, after determining the total amount needed annually for all such purposes, such amounts shall be paid in the manner hereinafter provided.

13.3 Insurance: To purchase insurance as follows:

(a) Insurance on the property (exclusive of the additions and improvements made by the unit owners to their respective units and exclusive of the other standard exclusions contained in a fire insurance policy) including the units and common elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements in an amount not less than 100% of the full insurable replacement cost thereof. The "full insurable replacement cost" of the property (exclusive of the additions and improvements made by the unit owners to their respective units and exclusive of the other standard exclusions contained in a fire insurance policy) including the units and the common elements, shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board and the Board shall have the authority to obtain an appraisal by a recognized appraisal company, as selected by it. The costs of any and all such appraisals shall be common expenses.

(b) Insurance on the property (exclusive of the parcel) and excavations, foundation and footings against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any unit owner occurring in, on or about the common elements or upon, in or about the streets and passageways adjoining the property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable.

(d) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Board shall deem desirable.

(f) Such other insurance in such reasonable amount as the Board shall deem desirable.

All policies of insurance of the character described in clauses (a) and (b) above shall be carried in the name of the Board, as trustees for each of the unit owners in the percentages established in Exhibit "A" (or any amendments thereto) and shall contain a loss payable clause as follows: "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear," without specifically naming the holder or holders in the clause. Such policies shall be without contribution as respects other such policies of insurance carried individually by unit owners, and shall contain an endorsement to the effect that it cannot be terminated for nonpayment of premium without at least ten (10) days prior written notice to the Mortgagee of record of each unit. It shall be the duty of Trustee to see that all insurance proceeds recovered shall be applied and disbursed in accordance with the provisions of this instrument and the Condominium Property Act of the State of Missouri.

Each unit owner shall be responsible for maintaining his own insurance on the contents of his unit and on any additions and improvements thereto, and shall be responsible for insurance on any personal property belonging to him but stored elsewhere on the property.

13.4 Maintenance and Records: To provide for maintenance, repair and replacement of the common elements, including, but not limited to, painting and repairing roofs, gutters, downspouts and all exterior building surfaces, excluding glass surfaces, for normal wear and tear (excluding for example, damages due to vandalism, fire, etc.) in accordance with Rules established from time to time by the Board of Managers. To determine the method of approving payment vouchers, a manner for estimating the amount of the annual budget and the manner of assessing and collecting from the unit owners their respective shares of the estimated expenses and of all other expenses lawfully agreed upon at a meeting of voting members called and conducted as required under Article 15 hereof; to furnish, upon request of any voting member, a statement of that member's account setting forth the amount of any unpaid assessments or other charges; to keep detailed accurate records, in chronological order, of the receipts and expenditures relating to the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records shall be available for an examination by unit owners.

13.5 Employees: To employ and retain persons necessary for maintenance, repair and replacement of common elements and for the management of the parks and recreation facilities, who may be a person in addition to the manager to be selected under Paragraph 13.1

13.6 Easements: To establish, grant and dedicate easements for public utilities in addition to any shown on the plat, in, over and through the common elements.

13.7 Special Parking: To establish, at its discretion, special parking areas for parking boat trailers, campers, and similar vehicles, and to establish regulations, including charges, for the use thereof.

13.8 Pet Permits: To issue pet permits for the maintenance of animals permitted under Paragraph 9.5 hereof, provided that it determines that such animals will not be a disturbance or in any way be or become a nuisance, and to revoke any permit so issued should it conclude that keeping the animals in or about a unit will not be in the best interests of the condominium. The decision of the Board to issue or revoke a permit shall be conclusive.

13.9 Exterior Improvements: To issue permits to unit owners to make exterior improvements, but to retain the absolute power to approve or disapprove proposed improvements. The decision of approval or disapproval shall be conclusive.

13.10 Rules and Regulations: To establish traffic regulations and administrative rules and regulations governing the operation and use of the common elements but, to adopt such rules and regulations, the same must receive the assent, either in writing or at an annual or special meeting, of a majority of the voting members.

13.11 Eminent Domain: In the event it shall become necessary for any public agency to acquire all or any part of the common property as herein defined, for any public purpose, the Board of Managers are hereby authorized to negotiate with such public agency for such acquisition and to execute any and all instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Board of Managers need be made parties, and in any event the proceeds received shall be held by the Board of Managers for the benefit of those entitled to the use of the common property.

13.12 Swimming Pool: To contract and agree with a not-for-profit corporation for use of a swimming pool, tennis court, recreation building and/or other recreational facilities by owners and occupants of AUTUMN LAKES CONDOMINIUM and property described on Schedule C hereto, paying to such not-for-profit corporation such sums from the Maintenance Fund as the Board deems necessary for maintenance and operation of such facilities, provided that at least one (1) member of the Board is a member of the Board of Directors of such not-for-profit corporation. It shall be proper for such not-for-profit corporation, in addition to sums paid by the Board, to charge owners and occupants of units such other fees as are required in order to properly pay the expenses of the operation of such facilities. Developer may provide for the erection and construction of a swimming pool and other recreation facilities on property added to AUTUMN LAKES CONDOMINIUM by amendment hereto in lieu of providing such facilities through a separately incorporated not-for-profit corporation.

13.13: To serve as members of the Board of Directors of any association owning or providing common recreational facilities, areas, streets, drives, or services to the AUTUMN LAKES CONDOMINIUM.

ARTICLE 14

Assessments and Maintenance Fund

14.1 Estimate and Payment Dates: By December 1st of each year the Board shall estimate the total amount necessary to pay wages, and for materials, insurance, water, sewer charges, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, for contingencies and for replacements and, on or before December 15th of each year, shall notify the owner of each unit, in writing, as to the amount of such estimate, with the particulars therein itemized. The estimated cash requirements shall then be assessed against the owners of the units according to each owner's percentage of ownership in the common elements. On the first day of each month of the following year, each owner shall be obligated to pay to the Board, or as the Board may direct, one-twelfth (1/12th) of the assessment made hereunder.

In the event that, at any time during the year, the Board shall determine that its December 1st estimate is insufficient to meet current operating expenses, the Board may revise the budget for the balance of the calendar year to such an amount as is actually necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies, together with a reasonable amount which it considers necessary as a reserve for future needs, contingencies, and replacements; and, in such event, the Board shall, within fifteen (15) days of the revision, notify the owner of each unit, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against the owners of units according to each owner's percentage of ownership in the common elements. On the first day of each month thereafter, each owner shall be obligated to pay to the Board, or as the Board may direct, an amount equal to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of months remaining in the then current year, of the assessment made hereunder.

Notwithstanding any other provision herein, the Board of Managers shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the property may become a part and for such purposes shall not be limited to any maximum assessment.

14.2 Exempt Property: All properties owned by Developer, from completion of construction and until such time as the property may be occupied or conveyed to an individual owner, shall bear an assessment equal to fifty percent (50%) of the assessment paid by individual owners. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

14.3 Accounting and Shortages: By March 15th of each year, the Board shall supply to all owners an itemized accounting of all income and expenses of the preceding calendar year. Any balance remaining as shown in such accounting, less reserves for future needs and contingencies, shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due under the current year's estimate, until exhausted. One-sixth (1/6th) of any net shortages will be added, according to each owner's percentage of ownership in the common elements, to the installment due in each of next six (6) succeeding months after the rendering of the accounting.

14.4 Defaults, Collections and Liens: Should an owner be in default in monthly payment of charges or assessments for thirty (30) days, the Board, in their individual names as members of such Board, may bring legal action for and on behalf of themselves and as representatives of all owners, to force collection thereof or to foreclose the lien therefor as hereinafter provided. In this event, there shall be added to the amount due the costs of such suit, together with interest at the rate of ten percent (10%) from the date due and such attorney's fees as may be fixed by the court to the extent permitted by law. The amount found by the court to be due for unpaid charges or assessments, interest, costs and fees shall become a lien against the unit of the owner who failed to pay, to be foreclosed in the manner provided in the Condominium Property Act of the State of Missouri.

14.5 Right to Deny Use of Common Facilities: In addition to the foregoing remedies, the Board shall have the right to deny to any owners who are delinquent in the payment of any assessments levied hereunder, the right to use such common facilities as the Board shall from time to time determine.

ARTICLE 15

Voting and Meetings

15.1 Voting Rights: Only one (1) person shall be entitled to vote for the owners of each unit and such person shall be known as the voting member. Should more than one (1) person own a unit, the voting member shall be designated by all owners, in writing. Any such designation may be revoked at any time in writing. Should the same person or persons, including Developer, own more than one (1) unit, the same voting member may be designated for each unit owned, and, in this event, he or she shall have one (1) vote for each such unit. A corporation, if an owner, shall act through its president or through such other officer or director as the Board of Directors designates, in writing. All designations of voting members shall be held by the secretary among the records of the Board.

15.2 Meetings:

(1) Quorum: The majority of all voting members shall constitute a quorum for any meeting. Any action may be taken at any meeting at which a quorum is present upon the affirmative vote of the majority of the members present. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

(2) Annual Meeting: The first annual meeting of the members shall be held one (1) year from the date of the appointment of the first Board, all members being given ten (10) days written notice by the Board of such meeting, such notice being either posted by United States Postal Service or personally delivered to the units. Annual meetings shall thereafter be held on the same date with the same notice.

(3) Special Meetings: Special meetings of voting members may be called at any time for the purpose of considering any matter requiring the approval of the members or for any other reasonable purpose. The majority of the Board may call any such meeting upon giving ten (10) days written notice in the same manner as provided for notice of annual meetings.

ARTICLE 16

Damage and Reconstruction

16.1 Use of Insurance Proceeds: In case of fire, or any other disaster the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

16.2 Procedure Where Insurance Proceeds Are Insufficient: In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(1) The property shall be deemed to be owned in common by the unit owners;

(2) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(3) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit in the property as provided herein; and

(4) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE 17

Breaches

17.1 Powers of Board of Managers: The violation of a restriction, condition or regulation adopted by the Board of Managers, or the breach of any covenant or provision herein, shall give the Board the power:

(a) To enter upon the land or unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Developer nor the Board of Managers or its agents, shall be deemed guilty in any manner of trespass; or,

(b) To enjoin the breach or seek damages therefor by appropriate legal proceedings.

ARTICLE 18

Miscellaneous Provisions

18.1 Term and Effect of Covenants: Each unit purchaser, upon accepting a deed of conveyance, accepts the same subject to all provisions of this Declaration and these By-Laws, which shall be deemed to be covenants running with the land and shall be forever binding on all persons having any interest in any unit.

18.2 Waiver: No covenant, restriction, condition or provisions in this Declaration and in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same at any time.

18.3 Invalidity: The invalidity of any provision herein shall not impair or affect the validity, enforceability or effect of the remainder of this instrument.

18.4 Developer's Rights: Notwithstanding any provisions hereof to the contrary, and at all times and from time to time prior to developer conveying all units in Autumn Lakes Condominium, including those units to be constructed on the properties described in Exhibit "C" hereto, to third parties, developer shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of units in the condominium, and (ii) to maintain sales, business and construction offices in the units, garages, buildings or trailers of the condominium or on the property to facilitate the completion of construction of the buildings and improvements comprising the condominium and sale of units thereof. The construction of the buildings and improvements by developer shall not be considered a nuisance and developer hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this paragraph until all units of Autumn Lakes including those to be constructed on the property described on Exhibit "C" attached hereto have been completed and conveyed to third parties who have purchased the same for residential purposes.

ARTICLE 19

Amendments

19.1: This Declaration may be amended by Developer from time to time to add to the property subject to the Declaration, all or any portion of the property described on Schedule "C" attached hereto.

In the event all or any portion of said property is subjected to this Declaration, the interest in the common elements for owners of units included in this Declaration, and any amendments of record thereto prior to the proposed amendment, as declared in the amended Schedule A made a part of any such proposed amendment, shall be determined by multiplying the immediately prior percentage interest of such owners by a fraction, the numerator of which shall be the total number of units included in AUTUMN LAKES CONDOMINIUM prior to the proposed amendment, and the denominator of which shall be the total number of units included in AUTUMN LAKES CONDOMINIUM after the proposed amendment. Acceptance of a deed from Developer to any unit in AUTUMN LAKES CONDOMINIUM shall constitute the consent of the new owner(s) of such unit, their successors and assigns, to any such amendment(s) of the Declaration.

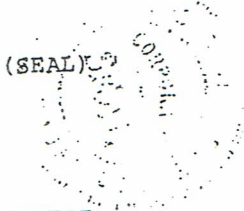
Except as above provided, no modification or amendment of the Declaration or By-Laws herein shall be valid unless such modification or amendment has the written assent of the owners of all promissory notes secured by deed of trust of record and by the owners of at least seventy-five percent (75%) of the unit owners and until such modification or amendment is duly recorded in the Office of the Recorder of Deeds, St. Louis County, Missouri, PROVIDED, HOWEVER, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by Chapter 448, V.A.M.S., and, in particular, by Section 448.120, V.A.M.S., and disbursed as required by Sections 448.130 and 448.140, V.A.M.S.

19.2: This Declaration may be amended by Developer to accurately re-

flect any changes in the locations, elevations, measurements or dimensions of any prior recorded plat.

19.3: Any amendments so adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

IN WITNESS WHEREOF, WESTWOOD DEVELOPMENT CO., a Missouri corporation, has caused these presents to be executed by its President and its corporate seal affixed, attested by its Secretary, the day and year first above written.



WESTWOOD DEVELOPMENT CO.

By: George W. Workman
George W. Workman, President

ATTEST:

George H. Musterman
Secretary George H. Musterman

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

On this 27th day of MARCH, 1981, before me appeared GEORGE W. WORKMAN, to me personally known, who, being by me duly sworn, did say that he is the President of WESTWOOD DEVELOPMENT CO., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said GEORGE W. WORKMAN acknowledged said instrument to be the free act and deed of said corporation.

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.

Chas. D. Jones
Notary Public
CHAS. D. JONES

My Term Expires:
JUNE 26, 1981

EXHIBIT A

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Total Units (by square footage)</u>
1	A	21.17
1	B	36.36
1	C	20.51
1	D	21.96

EXHIBIT C

A tract of land lying partly in U. S. Survey 282 and 729 and being part of Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14 and 15 of Parkwood Acres, according to the plat thereof recorded in Plat Book 45 Page 1 of the St. Louis County records, and all of Lots 32, 34, 35, 36, 37, 38 and 39 and part of Lot 33 of Parkwood Acres Plat No. 3 according to the plat thereof recorded in Plat Book 53 Page 8 of the St. Louis County records, all in Township 46 North - Range 5 East, St. Louis County Missouri, and described as:

Beginning at the Northeast corner of Colonial Manor Plat 5, a subdivision according to the plat thereof recorded as Daily Number 31 on June 1, 1965, in the St. Louis County Records; said point being also a point on the West line of Parkwood Acres Plat 2, a subdivision, the plat of which is recorded in St. Louis County records; thence Westwardly along the North line of Colonial Manor Plat 5, Colonial Manor Plat 2, and property now or formerly of Ira N. Merrel and wife as described in the deed recorded in Book 6754 Page 1211 of the St. Louis County records North 89 degrees 53 minutes 30 seconds West 1,573.59 feet to a point on the East line of Interstate Highway 270; thence Northwardly along said East line the following courses and distances; North 10 degrees 22 minutes East 118.36 feet, North 36 degrees 55 minutes 54 seconds East 111.80 feet North 10 degrees 22 minutes East 800 feet, North 19 degrees 49 minutes 44 seconds East 121.66 feet, North 18 degrees 57 minutes 45 seconds East 434.89 feet, North 50 degrees 49 minutes 44 seconds East 223.44 feet, North 10 degrees 22 minutes East 150 feet North 24 degrees 13 minutes 32 seconds West 176.14 feet and North 28 degrees 36 minutes 27 seconds East 132.25 feet to a point on the Southeast line of McKelvey Road; thence Northeastwardly along said Southeast line North 56 degrees 43 minutes 37 seconds East 65.59 feet to a point on the Southwest line of aforesaid Lot 5 of Parkwood Acres, thence Southeastwardly along said Southwest line South 37 degrees 59 minutes East 285.33 feet to a point; thence North 48 degrees 37 minutes 29 seconds East 189.21 feet to the Westernmost corner of Bridgehill, a subdivision according to the plat thereof recorded as Daily Number 73 on November 7, 1962 in the St. Louis County records; thence along the boundary line of said Bridgehill South 41 degrees 23 minutes East 430.27 feet and North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 25 minutes 15 seconds East 531.59 feet to a point on the Southeast line of aforesaid Lot 11 of Parkwood Acres; thence Northeastwardly along the said Southeast line North 44 degrees 54 minutes 31 seconds East 145.48 feet to a point; thence South 48 degrees 15 minutes 58 seconds East 336.25 feet to a point on the Northwest line of aforesaid Lot 14 of Parkwood Acres; thence Northeastwardly along said Northwest line North 41 degrees 44 minutes 07 seconds East 133.76 feet to a point; thence South 48 degrees 13 minutes East 329 feet to a point on the Northwest line of the Resubdivision of Part of Lot 16 of Parkwood Acres, a subdivision according to the plat thereof recorded as Daily Number 239 on May 19, 1960 in the St. Louis County records; thence Southwestwardly along said Northwest line South 41 degrees 41 minutes 15 seconds West 506.78 feet to a point on the North line of property now or formerly of Robert R. Rogers and wife as described in the deed recorded in Book 5792 Page 584 of the St. Louis County records; thence along the boundary line of said Rogers property North 83 degrees 14 minutes 23 seconds West 47.40 feet, North 48 degrees 13 minutes West 230.52 feet and South 25 degrees 41 minutes 51 seconds West 444.49 feet to a point on the North line of Parkwood Court East, 50 feet wide; said point being also a point on the aforesaid West line of Parkwood Acres Plat Two; thence Southwardly along said West line South 3 degrees 44 minutes 56 seconds West 455.87 feet and South 0 degrees 14 minutes West 30.20 feet to the point of beginning and containing 64.590 acres, according to Survey thereof executed by Volz Engineering and Surveying, Inc. on April 18, 1978.