

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
BY-LAWS
FOR
AUTUMN LAKES ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth
by GEORGE H. MUSTERMAN, INC., a Missouri corporation, and
WESTWOOD DEVELOPMENT CO., a Missouri corporation, herei
collectively referred to as "Declarant."

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
FILED FOR RECORD

1980 AUG 11 PM 4:37

WITNESSETH, THAT: **388**

WHEREAS, George H. Musterman, Inc. is the owner in fee simple of a certain tract of real property situated in the County of St. Louis, State of Missouri, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Westwood Development Co. is the owner in fee simple of a certain tract of real property situated in the County of St. Louis, State of Missouri, being more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of George H. Musterman, Inc. and Westwood Development Co. to develop the aforesaid real property under a common scheme; and

WHEREAS, the St. Louis County Council, by Ordinance No. 9265, 1979 approved a development plan for this property, as described therein and herein, which is to be known as Autumn Lakes, in accordance with the Planned Environment Unit Ordinance Section No. 1003.187, S.L.C.R.O. 1964 as amended, so the various plats or portions of said tract may now be approved and recorded; and

WHEREAS, George H. Musterman, Inc. recorded the Road Dedication and Easement Plat of Autumn Lakes Plat 1 on the 11TH day of AUGUST, 1980, as Daily No. 385, in the St. Louis County Recorder of Deeds Office; and

WHEREAS, George H. Musterman, Inc. has recorded the plat of Autumn Lakes Plat 1, Section 1, Recreation Area on this 11TH day of AUGUST, 1980, as Daily No. 386 in the Recorder of Deeds Office of St. Louis County, Missouri, pursuant to and in conformity with the

aforesaid ordinance, and Declarant contemplates that the remainder of the property will also be subdivided and developed in plats thereof known as Autumn Lakes Plat Two, and possibly other consecutive numbers will be recorded pursuant to and in conformity with the above mentioned Ordinance; and

WHEREAS, there have been and will be designated and established in the various recorded plats of Autumn Lakes certain open areas, recreation areas, public or private streets and easements, which have been provided for the purposes of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, other facilities and utilities, and recreation areas for the exclusive use and benefit of the owner or owners and their tenants of the entire Autumn Lakes regardless of Plat Number; and

WHEREAS, Declarant, being now the owners of the entire tract, may desire, from time to time, to encumber and dispose of part of said tract, whether or not such disposition be of any total area of any numbered plat, or the entire plat, as recorded separately; and

WHEREAS, it is the purpose and intention of Declarant by this Declaration to preserve said tract, subdivided as aforesaid, as a restricted and desirable neighborhood for residential use, and to protect and maintain the same for and against certain uses, by the adoption of this Declaration and to apply the plan and restrictions contained in this Declaration not only to all of said tract and every unit and lot thereof, as may be sold from time to time, but also in favor of or against each of said units and lots within said tract, owned by the present and subsequent owners thereof and mutually to benefit, guard and restrict present and future title owners and occupants of any and all living units and lots, and to foster the health, welfare and safety of all who own units or lots or reside in said tract; and

WHEREAS, all reservations, limitations, conditions, and covenants herein, any and all of which are hereinafter referred to as "restrictions," are jointly and severally for the benefit

of all persons who may purchase or hold from time to time any of the several units or lots in any plat of Autumn Lakes.

NOW, THEREFORE, Declarant hereby declares that the property known as the Common Area shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Common Areas and the "properties" as hereinafter defined, and be binding on all parties having any right, title or interest in the Common Areas and the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of all owners thereof.

ARTICLE I

Definitions

Section 1: "Association" shall mean and refer to AUTUMN LAKES ASSOCIATION, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit or lot which is a part of the properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property included in the final development plan of Autumn Lakes, according to the plat thereof recorded in Plat Book 199 Pages 80 and 81 of Office of the Recorder of Deeds, St. Louis County, Missouri, as further described by St. Louis County Ordinance Number 9265, 1979.

Section 4: "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners, which shall include all streets, roads, lanes, paths, parkways, common property and easements therefor, and also easements for public utilities, storm water and sanitary sewers and drainage facilities contained in said "properties."

Section 5: "Unit" shall mean and refer to 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 inner surfaces of walls dividing units, and the inner surfaces of floors and ceilings dividing units, including all windows, exterior doors, balcony, if any, designed and intended as an independent living unit, adjoining patio, courtyard, if any, and parking space or spaces (open or enclosed) assigned, to each independent living unit, provided that, should any portion of the "properties" be developed as a condominium or condominiums, the condominium units as defined in the condominium Declaration shall be construed as "Units" hereunder.

Section 6: "Lot" shall mean and refer to a single family residential lot as shown on the final development plan and/or on any recorded subdivision plat of all or a portion of the property.

Section 7: "Declarant" shall mean and refer to George H. Musterman, Inc. and Westwood Development Company, Missouri corporations, collectively, their successors and assigns.

Section 8: "Member" shall mean and refer to those persons entitled to membership in the Association as herein provided.

ARTICLE II

Property Rights

Section 1: Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every unit and lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions

as may be agreed to by the members, provided, however, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2: Delegation of Use: Any owner may delegate, in accordance herewith, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1: Every owner of a unit or lot which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit or lot which is subject to assessment.

Section 2: The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit or lot, all such persons shall be members. The vote for such unit or lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any unit or lot.

Class B: The Class B member shall be the Declarant, who shall be entitled to three hundred and twelve (312) votes, representing the total number of units and lots provided for on the final development plan of Autumn Lakes. The Class B members voting rights shall decrease by one (1) with each unit and/or lot sold and conveyed to a third person for residential purposes, and, in any event, the Class B membership shall cease when all units have been sold or shall be converted to Class A membership, with the Declarant having one (1) vote for each unit or lot owned on December 31, 1985.

ARTICLE IV

Meeting of Members

Section 1: Annual Meetings. The first annual meeting of

the members shall be held within one (1) year from the date of termination of Class B membership, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: Special Meetings: Special meetings of the members may be called at any time by the president or by the Board of Directors, or, after the termination of Class B membership, upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3: Notice of Meetings: Written notice of each meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) - 32 of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. 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 represented.

Section 5: Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing

and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE V

Board of Directors; Selection: Term of Office:

Section 1: Number; The affairs of this Association shall be managed by a Board of three (3) Directors, not more than one of whom shall have an interest in the same building. The original Board shall consist of GEORGE H. MUSTERMAN, GEORGE W. WORKMAN and FRED VESPER, whose successors shall be appointed by Declarant, subject to the provisions hereinafter contained providing for the election of the Board by unit owners.

In compliance with Section 1005.095 S.L.C.R.O. as amended, providing for minimum representation of property owners, at such time as fifty percent (50%) of all living units and lots in all plats of Autumn Lakes have been sold, the term of one (1) director shall terminate, and the unit owners shall be called upon by Declarant, their successors and assigns, to hold meetings upon ten (10) days written notice, delivered by United States mail, addressed to the owners of record. The then unit and lot owners shall elect a successor director from among them with such qualifications as such owners at that time may determine.

At such time as ninety-five percent (95%) of all living units and lots in all plats of Autumn Lakes have been sold, the term of a second director shall terminate, and the owners shall be called upon by the Declarant, their successors and assigns, to hold meetings upon ten (10) days written notice, delivered by United States mail, addressed to the owners of record. The then owners shall elect a successor director from among them, with such qualifications as such owners at that time may determine.

At such time as all of the living units and lots in all plats of Autumn Lakes have been sold, or at such time as the Class B membership otherwise terminates, whichever occurs first, the term of all of the directors shall terminate, and the number of directors to constitute the Board shall be increased to five (5),

three (3) of which shall be the Board of Managers of Autumn Lakes Condominium and two (2) of which shall be the Trustees under the Indenture of Trust and Restrictions for Autumn Lakes Subdivision.

Such successor directors shall have the rights, powers and duties which were previously exercised by Grantor and the original directors.

Section 2: Term: Of the two (2) directors appointed, one (1) shall be appointed for two (2) years, and one (1) 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. After all units and lots have been sold or the Class B membership otherwise terminated and the number of directors increased to five (5), the term of each such director shall be coextensive with his term as a manager of Autumn Lakes Condominium or a Trustee under the Indenture of Trust and Restrictions for Autumn Lakes Association, as the case may be.

Section 3: Compensation: No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4: Removal: Should any member of the Board cease to be an owner of a unit or lot or of an interest in any unit or lot, 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 director from the Board. Meetings for this purpose, or for any other purpose, shall be called by the majority of the Board or by one hundred and four (104) voting members.

ARTICLE VI

Meetings of Directors

Section 1: Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place

and hour as may be fixed from time to time by resolution of the Board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3: Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4: Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

Officers and Their Duties

Section 1: Enumeration of Offices: The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term: The officers of this Association shall be elected annually by the Board and shall each hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4: Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and

perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

President

A. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

B. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

C. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of

the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

D. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each unit and lot owned within the properties, hereby covenants, and each owner of any unit or lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges; and,

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the unit or lot and shall be a continuing lien upon the unit or lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due; the personal obligation for delinquent assessments

shall not pass to successors in title, unless expressly assumed by them.

Section 2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, and for the improvement and maintenance of the common area.

Section 3: Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first unit or lot to an owner, the annual assessment shall be in such an amount as the Board of Directors of the Association deems necessary and appropriate for Association purposes as herein set forth.

A. From and after January 1 of the year immediately following the conveyance of the first unit or lot to an owner, the maximum annual assessment shall be an amount equal to the greater of (1) the aforesaid assessment or (2) a sum equal to the aforesaid assessment multiplied by a fraction, the numerator of which shall be the Consumer Price Index (United States City Average, all Items, All Urban Consumers 1967 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics, for November of the year prior to the then current assessment year and the denominator of which shall be the Consumer Price Index for November of the year prior to the year in which the first conveyance to an owner occurs. If the Bureau of Labor Statistics changes the form or basis of calculating the Consumer Price Index, the Board of Directors shall request the Bureau to make available a monthly Consumer Price Index in its present form, and calculated on the same basis as the Index in use as of the date hereof; if the same shall not be available in any event, the Board of Directors shall derive a substitute, which will, as nearly as practicable, reflect the same information on the same basis as the existing Consumer Price Index.

B. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements:
In addition to the annual assessments authorized above, the Asso-

ciation may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

Section 5: Notice and Quorum for any Action Authorized under

Section 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all units and lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all units and lots on the first day of the month following the conveyance of a common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit and lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand,

and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified unit or lot have been paid.

Section 8: Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit or lot.

Section 9: Subordination of the Lien To Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit or lot shall not affect the assessment lien. However, the sale or transfer of any unit or lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit or lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Wholly and Partially Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein:

- A. All properties dedicated to and accepted by a local public authority;
- B. The common area;
- C. All properties owned by a charitable or a non-profit organization exempt from taxation by the laws of the State of Missouri; and
- D. All properties owned by the Class B member prior to completion of construction of the unit or single family residence upon a lot; from completion of construction and until such time as the property may be occupied or conveyed to an individual

owner, all properties owned by the Class B member shall bear an assessment equal to fifty percent (50%) of the assessment paid by individual owners. No land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1: Powers: The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default of the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Prescribe and enforce reasonable rules and regulations with respect to the streets, lanes, roads, and easements shown on the recorded plats of Autumn Lakes presently existing, or to be created, or acquired in the future, which constitute a mode of ingress and egress for the owners and occupants of the living units and lots of Autumn Lakes (except those easements which are now dedicated to public bodies and agencies) as is necessary to maintain, supervise, and insure the proper use of such streets, lanes, roads and easements by the owners and occupants of living units and lots in said tract or future additions thereto and by necessary public utilities, including the right to themselves and to others to whom they may grant permission to construct, operate and maintain ownership over and under said easements and streets, sewers, pipes, wires, and other facilities and public utilities for service to the living units and lots shown on said plats;

D. Construct, reconstruct, maintain, and repair roadways, driveways, pavements, gutters and curbing or any of them, in and upon the aforesaid streets, lanes and roads, or any of them. To construct, reconstruct, maintain, and repair appropriate gates or entrance ways at all or any of the points where said streets, lanes or roads terminate, or intersect any public street or highway; to exercise full authority over entrances to Autumn Lakes now or hereinafter existing from any adjoining public highways or other means of entry; and to plant, grow and preserve trees and shrubbery in any appropriate places in or upon said streets, roads, lanes, parkways and all other common property;

E. Publicly dedicate the private streets and easements or any portion or portions thereof and any sanitary sewers and sanitary sewage treatment facilities whenever such dedications would be accepted by a proper public agency;

F. Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri when such abandonment is approved by any public agency to which the easement is dedicated;

G. Prevent and defend, in their own names any infringement and to compel the performance of any restrictions set out in the Declaration or established below. This provision is intended to be cumulative and not to limit the right of any unit or lot owner to proceed in his own behalf, but the power and authority herein granted to the Directors is intended to be discretionary and not mandatory. The costs and expenses incurred by the Directors in any such proceeding shall be paid out of any general fund then in hand or thereafter collected by general assessment against the unit and lot owners;

H. Clean up and remove rubbish, debris, grass, growth and weeds, and to trim, cut back, remove, plant, replace and maintain trees, shrubbery and flowers upon any vacant or neglected parcels of property, and the owners thereof shall be charged with the reasonable expense so incurred. The Directors, their agents,

or employees, shall not be held guilty or liable for any manner of trespass or damage, abatement, removal or planting in so doing;

I. To consider, approve or reject any and all plans and specifications for all buildings, structures and fences proposed for erection on said parcels and proposed additions to such buildings or otherwise, and the external appearance of buildings already constructed; it being intended and so provided that no buildings, structures or fences may be erected or substantially altered on any of said parcels unless and until there shall first be obtained written approval of the majority of the Board of Directors to the plans, specifications and grades submitted therefor;

J. Receive, hold, convey, dispose of and administer in trust for any purpose mentioned in the Declaration or in this instrument, any gift, grant, conveyance, or donation of money or real or personal properties;

K. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions hereof or the Articles of Incorporation;

L. Declare the office of a member of the Board of Directors to be vacant in the event such a member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

M. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

N. Lease that portion of the common area designated on the final development plan as the maintenance building, together with surrounding storage and parking areas, or any portion thereof, to declarant, their successors or assigns, for their use in the development and management of the project, for no or at nominal rent.

Section 2: Duties: It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. As more fully provided above, to fix, levy and collect annual and special assessments;

D. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

F. Cause the Common Area to be maintained; and

G. Notwithstanding any other condition herein, the Directors shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County and for such purpose shall not be limited to the maximum assessment provided herein. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways and easements.

ARTICLE X

Restrictions

The following general restrictions shall apply to and be binding upon all units and lots on said properties and upon each owner or owners of units and lots therein:

A. No person may dwell in or occupy any garage, outbuilding or other structure or habitation not designed as a permanent or stationary improvement;

B. All fences before erection must be approved by the Board of Directors;

C. All units and lots shall be used for single family residential purposes only;

D. No horses, poultry, cattle, hogs or other animals may be kept in or on any part of said property, unless written permis-

sion be obtained from the Board of Directors and such permission, if granted, shall be revocable at the pleasure of said Board;

E. No trash, rubbish or garbage receptacle or can (unless completely recessed and sunken into the ground and equipped with a permanent cover) shall be placed on the premises, except upon the day of the week or month upon which regularly scheduled collections of same are to take place;

F. No roof drainage, garbage drainage, water containing chemicals, chemical solutions, gasoline, oil, inflammable liquids, surface or storm water, or any substance or liquid other than sanitary sewage and water from any swimming pool erected on the property shall be placed, drained, connected with or emptied into the property's sanitary sewer system;

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

ARTICLE XI

General Provisions

Section 1: Enforcement: If the owner or owners, their heirs, executors, administrators, grantees or assigns, or any one of them hereinafter owning any of the units or lots of the properties embraced, shall infringe or attempt to infringe, or omit to perform any covenants as aforesaid, or comply with any restriction which is, by its provisions, to be kept and performed by it, or him or them, it shall be lawful for any other person or persons owning any units or lots in said properties, or having a legally recognizable interest in said land, by lien, mortgage, deed of trust, or contract or option for purchase, or for the Association in behalf of, and for the benefit of either themselves or said owner or owners as aforesaid, or for any or either of them as Trustees of an express trust to prosecute any proceedings in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant or restriction, either to prevent it, him or them

from doing so, or to recover damages for such infringement or omission. The expense of the Association incurred in such proceedings shall be refunded to them out of any damage recovered or may be refunded to them out of any general fund then on hand or thereafter collected by general assessment against the owners of units and lots in said properties. It is further declared and provided that while the restrictions, limitations, conditions and covenants in this Declaration shall be valid and binding, and must be kept, observed and performed by every owner and occupant of any unit or lot embraced, yet, they are not to be enforced personally against the Declarant unless it, while owning, occupying or controlling such unit or lot shall have violated or failed to perform the restrictions or covenants embracing the unit or lot controlled by it.

Section 2: Duration, Amendment and Termination: This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be and remain in force and effect until such time as all plats of Autumn Lakes may be vacated by the County of St. Louis or its successors. During such period, the restrictions, conditions, limitations or covenants of this Declaration may be altered, modified, amended, released, discontinued, terminated or extended by the owners of the majority of the units and lots of said properties executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the Office of the Recorder of Deeds of St. Louis County, Missouri, after approval of the same by a majority of the then Board of Directors of the Association and the St. Louis County Planning Director, provided, however, that such approval shall not be unreasonably withheld.

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Section 3: Severability: The restrictions, limitations, conditions and covenants contained in this Declaration are to be construed independently, and in the event that any of them shall be declared void, or for any reason unenforceable, the validity and binding effect of the other restrictions, limita-

tions, conditions and covenants shall not be thereby impuned or affected. The waiver or failure to enforce a breach of any restrictions, conditions, covenants or easements, shall not be a waiver of any subsequent breach of the restrictions, conditions, covenants, easements or limitations herein set forth.

Section 4: Condemnation: In the event it shall become necessary for any public agency to acquire all or any part of the common land for a public purpose, the Board of Directors is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made parties, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said common land.

ARTICLE XII

Subject to Planned Environment Unit Procedure

Notwithstanding the provisions of this Indenture, Autumn Lakes shall be subject to the provisions of St. Louis County Ordinance Number 9265, 1979 providing planned environment unit procedure for the entire tract of Autumn Lakes, and the provisions of said Ordinance supersede the provisions of this Indenture.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of August, 1980.

GEORGE H. MUSTERMAN, INC.

By: George H. Musterman
George H. Musterman
President

ATTEST:

Betty J. McNeill
Secretary Betty J. McNeill

WESTWOOD DEVELOPMENT CO.

By: George W. Workman
George W. Workman
President

ATTEST:

George H. Musterman
Secretary George H. Musterman

STATE OF MISSOURI 1
 1 SS
COUNTY OF ST. LOUIS 1

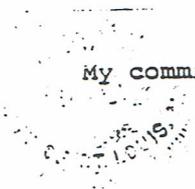
On this 11th day of August, 1980, before me personally appeared GEORGE H. MUSTERMAN, to me known, who, being by me duly sworn, did say that he is the President of GEORGE H. MUSTERMAN, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate 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 H. MUSTERMAN 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.



Notary Public
CHAS. D. JONES

My commission expires: JUNE 26, 1981



STATE OF MISSOURI 1
 1 SS
COUNTY OF ST. LOUIS 1

On this 11th day of August, 1980, before me personally appeared GEORGE W. WORKMAN, to me 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.



Notary Public
CHAS. D. JONES

My commission expires: JUNE 26, 1981

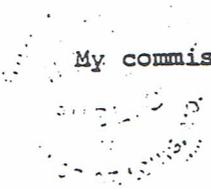


EXHIBIT A

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," a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948, in 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 Three," a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952, in the St. Louis County records, all in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Northeast corner of "Colonial Manor Plat 5," a subdivision according to the plat thereof recorded as Daily Number 51 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 according to the plat thereof recorded as Daily Number 196 on September 6, 1949, in the 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 1573.59 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 25 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. Less and excepting the property described on Exhibit B.

EXHIBIT B

A tract of land being part of Lots 3, 4, and 5 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 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 a point reached by the following courses and distances:

Beginning at the intersection of the North line of property now or formerly of Ira N. Marrel and wife, as described in the deed recorded in Book 6754, page 1211 of the St. Louis County Records with the East line of Interstate Highway 270; thence Northwardly along the said East line of Interstate Highway 270 the following courses and distances: North 10 degrees 22 minutes East 118.36 feet to a point, North 36 degrees 55 minutes 54 seconds East 111.80 feet to a point, North 10 degrees 22 minutes East 800 feet to a point, North 19 degrees 49 minutes 44 seconds East 121.66 feet to a point, North 18 degrees 57 minutes 45 seconds East 434.89 feet to a point, and North 50 degrees 49 minutes 44 seconds East 223.44 feet to a point; thence leaving said East line North 83 degrees 25 minutes 46 seconds East 191.43 feet to the actual point of beginning; thence North 00 degrees 58 minutes 36 seconds East 123.93 feet to a point; thence South 89 degrees 01 minute 24 seconds East 111.34 feet to a point; thence along a curve to the right, whose radius point bears South 00 degrees 58 minutes 36 seconds West 125 feet from the last mentioned point, a distance of 137.77 feet to a point; thence South 39 degrees 16 minutes 54 seconds West 184.70 feet to a point; thence North 49 degrees 27 minutes 21 seconds West 140.59 feet to the actual point of beginning and containing 0.740 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

A tract of land being part of Lots 5, 9, and 10 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 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 Easternmost corner of said Lot 5, said point being also the Southernmost 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 Northeastwardly along the Southeast line of said "Bridgehill" North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 25 minutes 15 seconds East 154.56 feet to a point; thence South 37 degrees 17 minutes 22 seconds West 159.92 feet to a point; thence along a curve to the left, whose radius point bears South 37 degrees 17 minutes 22 seconds West 175 feet from the last mentioned point, a distance of 49.16 feet to a point; thence North 68 degrees 48 minutes 22 seconds West 63.21 feet to a point; thence along a curve to the right, whose radius point bears North 21 degrees 11 minutes 38 seconds East 225 feet from the last mentioned point, a distance of 62.20 feet to a point; thence North 39 degrees 29 minutes 43 seconds East 158.91 feet to the point of beginning and containing 0.729 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

Exhibit B continued.

A tract of land being part of Lots 9 and 10 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in the St. Louis County Records, and part of Lot 39 of "Parkwood Acres Plat Three", a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952 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 a point reached by the following courses and distances:

Beginning at the Southernmost 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 Northeastwardly along the Southeast line of said "Bridgehill" North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 25 minutes 15 seconds East 154.56 feet to a point; thence South 37 degrees 17 minutes 22 seconds West 159.92 feet to a point; thence along a curve to the right, whose radius point bears South 37 degrees 17 minutes 22 seconds West 175 feet from the last mentioned point, a distance of 4 feet to a point; thence South 38 degrees 35 minutes 57 seconds West 50 feet to the actual point of beginning; thence South 38 degrees 35 minutes 57 seconds West 166.90 feet to a point; thence North 42 degrees 17 minutes 58 seconds West 146.41 feet to a point; thence along a curve to the left, whose radius point bears North 64 degrees 29 minutes 25 seconds West 770 feet from the last mentioned point, a distance of 31.00 feet to a point; thence along a curve to the right, whose radius point bears South 66 degrees 47 minutes 50 seconds East 280 feet from the last mentioned point, a distance of 58.66 feet to a point; thence along a curve to the right, whose radius point bears South 54 degrees 47 minutes 38 seconds East 20 feet from the last mentioned point, a distance of 30.00 feet to a point; thence along a curve to the left, whose radius point bears North 31 degrees 09 minutes 43 seconds East 275 feet from the last mentioned point, a distance of 47.84 feet to a point; thence South 68 degrees 48 minutes 22 seconds East 63.21 feet to a point; thence along a curve to the right, whose radius point bears South 21 degrees 11 minutes 38 seconds West 125 feet from the last mentioned point, a distance of 37.97 feet to the actual point of beginning and containing 0.487 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

Exhibit B continued.

A tract of land lying partly in U.S. Survey 282 and being part of Lots 1, 2, 3, and 4 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in the St. Louis County Records and part of Lots 38 and 39 of "Parkwood Acres Plat Three", a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952 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 a point reached by the following courses and distances:

Beginning at the intersection of the North line of property now or formerly of Ira N. Marral and wife, as described in the deed recorded in Book 6754, page 1211 of the St. Louis County Records with 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, and North 18 degrees 57 minutes 45 seconds East 221.39 feet to the actual point of beginning; thence continuing Northwardly along said East line North 18 degrees 57 minutes 45 seconds East 213.50 feet to a point; thence North 50 degrees 49 minutes 44 seconds East 223.44 feet to a point; thence leaving said East line of Interstate Highway 270 North 83 degrees 25 minutes 46 seconds East 191.43 feet to a point; thence South 49 degrees 27 minutes 21 seconds East 140.59 feet to a point; thence South 14 degrees 30 minutes 19 seconds West 292.53 feet to a point; thence South 47 degrees 31 minutes 10 seconds West 43.86 feet to a point; thence South 16 degrees 15 minutes 20 seconds West 215.18 feet to a point; thence North 54 degrees 40 minutes 11 seconds West 104.93 feet to a point; thence North 24 degrees 55 minutes 07 seconds West 168.86 feet to a point; thence South 65 degrees 25 minutes 52 seconds West 68.62 feet to a point; thence South 46 degrees 20 minutes 26 seconds West 30.21 feet to a point; thence along a curve to the left, whose radius point bears South 45 degrees 20 minutes 26 seconds West 175 feet from the last mentioned point, a distance of 50.33 feet to a point; thence along a curve to the right, whose radius point bears North 29 degrees 51 minutes 45 seconds East 20 feet from the last mentioned point, a distance of 25.83 feet to a point; thence along a curve to the right, whose radius point bears South 76 degrees 08 minutes 22 seconds East 175 feet from the last mentioned point, a distance of 108.42 feet to a point; thence North 49 degrees 21 minutes 30 seconds East 120.19 feet to a point; thence along a curve to the left, whose radius point bears North 40 degrees 38 minutes 30 seconds West 225 feet from the last mentioned point, a distance of 57.26 feet to a point;

thence along a curve to the right, whose radius point bears South 55 degrees 13 minutes 25 seconds East 30 feet from the last mentioned point, a distance of 21.73 feet to a point; thence along a curve to the left, whose radius point bears North 13 degrees 42 minutes 54 seconds West 54 feet from the last mentioned point, a distance of 260.96 feet to a point; thence along a curve to the right, whose radius point bears South 69 degrees 23 minutes 44 seconds West 30 feet from the last mentioned point, a distance of 31.79 feet to a point; thence along a curve to the right, whose radius point bears North 49 degrees 53 minutes 53 seconds West 175 feet from the last mentioned point, a distance of 28.27 feet to a point; thence South 49 degrees 21 minutes 30 seconds West 120.19 feet to a point; thence along a curve to the left, whose radius point bears South 40 degrees 38 minutes 30 seconds East 225 feet from the last mentioned point, a distance of 121.52 feet to a point; thence along a curve to the right, whose radius point bears North 71 degrees 35 minutes 07 seconds West 20 feet from the last mentioned point, a distance of 39.57 feet to a point; thence along a curve to the right, whose radius point bears North 41 degrees 45 minutes 50 seconds East 125 feet from the last mentioned point, a distance of 11.11 feet to the actual point of beginning and containing 3.814 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.