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**GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF INSTRUMENT: **AMDT**
GRANTOR: **AUTUMN LAKES CONDO BY EXEC BRD**
TO:
GRANTEE:
PROPERTY DESCRIPTION: **PARKWOOD ACRES - BOOK: 45 PAGE: 1 L: LOT S IN PB: 45 PG: 1**

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the **DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET.**

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00200

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 24 day of March 2014 at 11:17AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MY
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

[Empty rectangular box for mailing address]

Destination code: **18 M**

RECORDING FEE 39.00
(Paid at the time of Recording)

6 ✓

Rev. 7-01-13; 12-26-13

RECORDING MEMORANDUM

Instrument: Amendment to Autumn Lakes Condominium Declaration of Condominium and By-Laws

Grantor: Unit Owners of Autumn Lakes Condominium
c/o Association Management Corp.
3153 Fee Fee Road
Bridgeton, MO 63044

Grantee: Autumn Lakes Condominium Association
c/o Association Management Corp.
3153 Fee Fee Road
Bridgeton, MO 63044

Date: March 20, 2014

Legal Description: 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 N R 5 East, St. Louis County MO and more particularly described in Exhibit C.

County: St. Louis County, Missouri

Return to: Keith E. McCracken, Property Manager
Association Management Corp.
3153 Fee Fee Road, Bridgeton, MO 63044

This cover page is attached solely for the purpose of complying with the requirements of Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. (2001) of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive portions of this Instrument. In the event of a conflict between the provisions of this cover page and the provisions of this Instrument, the Instrument shall control.

PLAT OF AUTUMN LAKES CONDOMINIUM DECLARATION

**AMENDMENT TO AUTUMN LAKES CONDOMINIUM DECLARATION OF
CONDOMINIUM AND BY-LAWS**

THIS AMENDMENT is made this 20th day of March, 2014 by the Autumn Condominium Association ("Association").

WHEREAS, Autumn Lakes Condominium ("Condominium") exists under the Missouri Uniform Condominium Act, Sections 448.005 to 448.210, RSMo. ("CPA") by virtue of the "Autumn Lakes Condominium Declaration of Condominium and By-Laws" as recorded on March 27, 1981 in Book 7320, page 435 of the records of St. Louis County, Missouri, as amended ("Declaration") together with a condominium plat recorded on March 23, 1981 in Plat Book 206, page 51 of the records of the Office of the Recorder of Deeds of St. Louis County, Missouri, as amended ("Plat"); and

WHEREAS, certain real property comprising the Condominium was subjected to the CPA and Declaration as more particularly described on page 1 of the Declaration and depicted on the Plat; and

WHEREAS, the Association is comprised of members who are Owners of Units in the Condominium; and

WHEREAS, the members of the Association are authorized to amend the Declaration as provided in Article 19 of the Declaration by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, an amendment to the By-Laws, relating to leasing, was recorded on July 14, 2009 with an effective date of September 14, 2009, in Book 18483, Page 2626 of the records of St. Louis County, Missouri ("2009 Amendment"); and

WHEREAS, the Association desires that the Declaration and By-Laws comply with conditions imposed by agencies providing government-insured or guaranteed loans; and

WHEREAS, the Federal Housing Administration ("FHA") has adopted certain regulations for certification of condominiums for FHA-insured loans under FHA Mortgage Letter 2011-22, as amended ("ML2011-22"); and

WHEREAS, the Association finds that FHA certification would foster marketability of Units in the Condominium, and that adopting a limitation on leasing to comply with Section 1.8.9 of ML 2011-22 is in the best interests of the community as a whole; and

WHEREAS, the Association desires and intends to amend the By-Laws to comply with FHA regulations and enable the Condominium to be certified by FHA for insured mortgage loans on the Units, as more particularly set forth herein below.

NOW THEREFORE, the By-Laws are amended as follows:

A. Article XX of the By-Laws, as set forth in the 2009 Amendment, relating to leasing, is deleted in its entirety and a new Article XX, relating to the same subject, is adopted in lieu thereof to read as follows:

“ARTICLE XX: LEASING OF UNITS

“The Association deems it to be in the best interests of the community as a whole to preserve the Condominium as a community in which the Units are occupied predominantly by the Owners and to permit leasing and comply with regulations of FHA. Accordingly, the purpose of this Article is to foster Owner-Occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by establishing a limit on the number of Units that may be leased after the Effective Date.

“20.1 Owner-Occupancy: The following provisions to promote Owner-Occupancy of Units shall apply upon the Effective Date in Section 20.7.”

(a) Notwithstanding anything in Article XX, Section 1 of these By-Laws or any other provision of the Declaration or these By-Laws to the contrary, the number of leased Units at any time may not exceed 1 of all the Units in the Condominium after the Effective Date, unless a waiver is granted under subsection (d) below. Any Owner who owned a Unit prior to September 14, 2009 (the effective date of the 2009 Amendment), is exempt from said limitation, and may lease his/her Unit so long as the lease complies with Section 20.2; provided, however, that the Condominium shall comply with FHA regulations that at least a majority of the Units be Owner-Occupied.

(1) The term “Lease” means any agreement for the exclusive possession of the Unit that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Unit.

(2) For the purposes of this Section, a Unit shall be deemed Owner-Occupied if the Unit is occupied by (i) by parents or children (and their families, if any) of the record Owner, or (ii) if the record Owner is a trust and the Unit is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Unit is occupied by the spouse or direct family member of the grantor of the trust. A ‘direct family member’ means children or siblings of the beneficiary.

(b) Any contract for the sale of a Unit entered into before the Effective Date shall be exempt from this Section 20.1.

(c) Upon written request by an Owner, the Board may waive any provision of this Section 20.1 for a reasonable period of time in the event of personal hardship or anticipated circumstances such as military service, sabbatical, job transfer, medical conditions, or economic or market conditions. An Owner must occupy the Unit for a least twelve (12) months to apply for a hardship waiver. The waiver must be in writing and signed by the Owner and the Board. If a waiver is granted, the Owner may lease the Unit for the term granted and in accordance with Section 20.2.

(d) The leasing limitations of this Section 20.1 shall be deemed a reasonable restraint on alienation and not a change in the use of Units, which shall continue to be used for single-family residential purposes under Article XX, Section 1 of these By-Laws.

20.2 Regulation of Leases. Any lease permitted under Section 20.1 and executed or renewed on or after the Effective Date shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section 20.2.

(a) The Lease shall include an executed copy of such addendum as may be prepared by the Board containing the regulations in this Section 20.2 ("Addendum").

(b) The Lease, Owner and tenant are subject to the provisions of the CPA, Declaration, By-Laws, and rules of the Association (collectively referred to herein as the "Governing Documents").

(c) The Owner is responsible for any violation by the tenant of the CPA or Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent. The Association may deem such violation a default of the Lease and shall have all remedies provided in Section 20.5 below.

(d) The Lease shall have an initial term of twelve (12) months. No Unit shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes (30 days or less), or (iii) for hotel purposes.

(e) Not less than the entire Unit shall be leased.

(f) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.

(g) The Owner shall furnish to the Board, at least fifteen (15) days before the commencement date, a copy of the Lease and Addendum signed by the Owner and tenant, and the names and contact information of the tenant and all occupants. The Board may review the Lease for compliance with this Article and applicable provisions of the CPA and Governing Documents.

(h) The Owner certifies that he/she provided a copy of the Governing Documents to tenant and afforded tenant a period of five (5) days to rescind the Lease after receipt thereof.

(i) The Owner assigns to tenant all rights and privileges related to occupancy of the Unit, including use of parking space(s) and recreation facilities. The Owner retains the rights of ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Unit and carry insurance to protect his or her own interests.

20.3 No Time-Share. No Unit may be conveyed under a time-sharing plan.

20.4 Rulemaking. The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provision of this Article.

20.5 Remedies. If the Owner or tenant violates any provision of the CPA or the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and remedies under Missouri law against the Owner including but not limited to termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and to cure, at the Owner's cost, including collection of unpaid fines and administrative charges, and recovery of costs, expenses, and reasonable attorney's fees.

20.6 Amendment. Notwithstanding any provision in the Governing Documents to the contrary, the Board is authorized to amend the Governing Documents, without further approval, to comply with conditions imposed by lenders providing government insured or guaranteed loans.

20.7 Effective Date. This amendment shall be effective upon the date it is recorded in the records of St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after said Effective Date.

The President and Secretary of the Board are authorized to execute, certify and record this Amendment to the By-Laws and, by their signatures below, certify that this Amendment has been approved in accordance with the Act, Declaration and By-Laws.

This Amendment shall be effective upon its recordation in the records of St. Louis County, Missouri, and a copy shall be furnished to all Owners.

IN WITNESS WHEREOF, the duly authorized officers of the Executive Board of Autumn Lakes Condominium Association, have executed the foregoing instrument on the day and year first above written.

EXECUTIVE BOARD
AUTUMN LAKES CONDOMINIUM ASSOCIATION
A Missouri nonprofit corporation

By: *Laura A. Farkas*
Its President

(No Seal)

Attest:

William T. Boerz
Secretary

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 20 day of March, 2014, before me personally appeared Laura Farkas, to me personally known to be the President of Autumn Lakes Condominium Association, a Missouri nonprofit corporation that has no seal, and acknowledged that he/she signed and delivered the foregoing instrument on behalf of said corporation, and that he/she executed the same as his/her free act and deed.

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

Lana Kay Feldeverth
Notary Public

My Commission Expires:

