

AUTUMN LAKES ASSOCIATION

August 18, 2025

RE: Notice of Proposition for Amendment to Declaration of Covenants, Conditions and Restrictions and By-Laws for Autumn Lakes Association

Dear Owner,

This notice requests your prompt attention and participation. The Board of Directors of Autumn Lakes Association (the "**Board**") has discussed amending the Declaration of Covenants, Conditions and Restrictions and By-Laws for Autumn Lakes Association (the "**Declaration**"). The proposed Amendment to the Declaration (the "**Amendment**") is enclosed herewith for your review. Also enclosed for your consideration and execution is a written ballot to record your written approval and signature to the proposed Amendment.

In order to pass, the Declaration requires the Amendment be approved by the written consent of the Owners of a majority of the units and lots, a majority of the Board, and the St. Louis County Planning Director.

Please fill out and sign the enclosed written ballot where indicated and return it to the drop box located on front porch at 3128 Autumn Trace Drive or by mail it to the following address:

Autumn Lakes Association
c/o Community Property Management
242 Old Sulpher Springs road
Manchester, Mo 63021

IMPORTANT: ONLY OWNERS OF RECORD ARE ELIGIBLE TO SUBMIT A WRITTEN BALLOT. ALL BALLOTS MUST BE RECEIVED NO LATER THAN SEPTEMBER 8, 2025. A WRITTEN BALLOT MAY NOT BE REVOKED.

If you have any questions regarding this proposition, please do not hesitate to contact a member of the Board and we will be happy to answer your questions.

We will be hosting a town hall on Tuesday, August 26, 2025 from 5:30 pm to 7:30 pm at the clubhouse. Board members will be available to answer questions. You can also turn in your ballot at this time.

Sincerely,

The Board of Directors of Autumn Lakes
Association

Enclosures

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

This Amendment to Declaration of Covenants, Conditions and Restrictions and By-Laws for Autumn Lakes Association (this "**Amendment**") is made with the written consent of the Owners of a majority of the units and lots, the approval of a majority of the Board of Directors of the Association, and the approval of the St. Louis County Planning Director, and is effective upon recording in the Office of the Recorder of Deeds for St. Louis County, Missouri.

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, now known as Autumn Lakes (the "**Subdivision**") is subject to that certain Declaration of Covenants, Conditions and Restrictions and By-Laws for Autumn Lakes Association dated August 11, 1980, and recorded in Book 7267, Page 978 of the Office of the Recorder of Deeds for St. Louis County, Missouri, as amended (the "**Indenture**");

WHEREAS, reference is hereby made to the Indenture for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the Indenture, unless otherwise specified in this Amendment;

WHEREAS, Article XI, Section 2 of the Indenture provides that the Indenture may be amended by the written consent of the Owners of a majority of the units and lots, the approval of a majority of the Board of Directors of the Association, and the approval of the St. Louis County Planning Director;

WHEREAS, via written ballot of the Owners, a majority of all Owners voted and provided their written consent to this Amendment; and

WHEREAS, via written ballot of the members of the Board of Directors, a majority of the Board of Directors of the Association provided their written consent to this Amendment; and

WHEREAS, the St. Louis County Planning Director provided their written consent to this Amendment.

NOW THEREFORE, pursuant to the authority referenced above, the Indenture is hereby amended as follows:

1. Article X of the Indenture is hereby amended to add the following new subsection H, to be inserted after subsection G:

"H. No Owner may, on behalf of the Association, contact any third-party engaged by the Association, including, but not limited to, any management company, law firm, or vendor, without the prior written consent of the Board in its sole discretion.

2. Article XI, Section 1 of the Indenture is hereby deleted in its entirety and replaced with the following:

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

fail to comply with any restriction which is, by its provisions, to be kept and performed by it, or him or them, or cause the Association to incur any administrative or professional fees, 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 enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, to restrain or enjoin a violation or threatened violation, or to recover damages, or to recover any administrative or professional fees incurred by the Association due to any such violation or threatened violation. In any legal action filed by the Association against an Owner, or if the Association retains legal counsel (with or without filing a legal action) in order to enforce any covenant or restriction herein contained or adopted pursuant to any rules or regulations, or in any action to recover unpaid annual or special assessments or damages on account of the breach of any covenant, restriction, rule or regulation, or in the defense of any legal action (including any counterclaim or administrative action), the Owner shall be personally liable for and pay the reasonable attorneys' fees and costs incurred by the Association, including administrative or professional fees, with or without legal action. If said fees and costs are not paid by the Owner within thirty (30) days after the Association has given written notice thereof to the Owner, then said fees and costs shall thereafter be enforced and collected in the same manner as unpaid annual or special assessments in accordance with Article VIII of this Declaration."

The recitals and whereas clauses set forth herein are hereby incorporated into this Amendment and form a part hereof. This Amendment may be executed in one or more counterparts.

This Amendment shall be effective as of the date of recording in the Office of the Recorder of Deeds for St. Louis County, Missouri. If any provision of this Amendment is found to be in conflict with the Indenture, this Amendment shall control. The Indenture, as herein amended, is in all ways ratified, confirmed and remains in full force and effect.

[Signature Page to Follow]

**WRITTEN BALLOT FOR
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND BY-LAWS FOR
AUTUMN LAKES ASSOCIATION**

The undersigned Owner hereby votes and provides their written consent as follows regarding the Amendment to Declaration of Covenants, Conditions and Restrictions and By-Laws for Autumn Lakes Association and represents to the Board of Directors of Autumn Lakes and the other Owners that the undersigned is/are the only Owner(s) of the residence referenced below:

I have reviewed the first proposed amendment to the Indenture (Prohibiting Owners from contacting third parties on behalf of the Association) and:

- vote to approve the proposed amendment to the Indenture.
- vote to reject the proposed amendment to the Indenture.

I have reviewed the second proposed amendment to the Indenture (Providing for reimbursement of the Association's attorneys' fees incurred in enforcing the Declaration) and:

- vote to approve the proposed amendment to the Indenture.
- vote to reject the proposed amendment to the Indenture.

Address: _____

Sign: _____

Print Name: _____

[if more than one Owner]

Sign: _____

Print Name: _____

AUTUMN LAKES CONDOMINIUM

August 18, 2025

RE: Notice of Proposition for Amendment to Autumn Lakes Condominium Declaration of Condominium and By-Laws for Autumn Lakes Condominium

Dear Owner,

This notice requests your prompt attention and participation. The Board of Directors of Autumn Lakes Condominium (the "**Board**") has discussed amending the Autumn Lakes Condominium Declaration of Condominium and By-Laws for Autumn Lakes Condominium (the "**Declaration**"). The proposed Amendment to the Declaration (the "**Amendment**") is enclosed herewith for your review. Also enclosed for your consideration and execution is a written ballot to record your written approval and signature to the proposed Amendment.

In order to pass, the Declaration requires the Amendment be approved by the written consent of the owners of all promissory notes secured by deeds of trust of record and by the Owners of Units to which at least seventy-five (75%) of the votes are allocated.

Please fill out and sign the enclosed written ballot where indicated and return it to drop box located on front porch at 3128 Autumn Trace Drive mail it to the address below. Additionally, please complete the enclosed Mortgage/Deed of Trust Holder Information Sheet and return it to the Board, so the Board can request their vote on the Amendment as required by the Declaration.

Autumn Lakes Condominium
c/o Community Property Management
242 Old Sulpher Springs road
Manchester, Mo 63021

IMPORTANT: ONLY OWNERS OF RECORD ARE ELIGIBLE TO SUBMIT A WRITTEN BALLOT. ALL BALLOTS MUST BE RECEIVED NO LATER THAN SEPTEMBER 8, 2025. A WRITTEN BALLOT MAY NOT BE REVOKED.

If you have any questions regarding this proposition, please do not hesitate to contact a member of the Board and we will be happy to answer your questions.

We will be hosting a town hall on Tuesday, August 26, 2025 from 5:30 pm to 7:30 pm at the clubhouse. Board members will be available to answer questions. You can also turn in your ballot/s and Condo Ownership Information form at this time.

Sincerely,

The Board of Managers of Autumn Lakes
Condominium

Enclosures

CONDO OWNERSHIP INFORMATION

REASON FOR COLLECTING INFORMATION: Amendment for Condos

Article 19.1: No modification or amendment of the Declaration or by-Laws shall be valid unless such 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.

Information will be kept confidential and only used to meet requirements of voting.

AUTUMN LAKES ADDRESS: _____

1. WHO IS LISTED AS THE OWNER(S) ON THE COUNTY RECORD (Please print legibly):

Owner 1 : _____

Owner 2: _____

2. Held in Trust (if applicable)

Name on Trust: _____

3 I (We) do not have a current loan on the property

MORTGAGE INFORMATION

COMPANY:

Name: _____

Mailing contact information (not where you mail your payment):

4. SIGNATURE: _____ DATE: _____

Or information collected from public county records

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

This Amendment to Autumn Lakes Condominium Declaration of Condominium and By-Laws for Autumn Lakes Condominium (this "*Amendment*") is made with the written consent of the owners of all promissory notes secured by deeds of trust of record and by the Owners of Units to which at least seventy-five (75%) of the votes are allocated, and is effective upon recording in the Office of the Recorder of Deeds for St. Louis County, Missouri.

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, now known as Autumn Lakes Condominium (the "*Subdivision*") is subject to that certain Autumn Lakes Condominium Declaration of Condominium and By-Laws for Autumn Lakes Condominium dated March 27, 1981, and recorded in Book 7320, Page 435 of the Office of the Recorder of Deeds for St. Louis County, Missouri, as amended (the "*Indenture*");

WHEREAS, reference is hereby made to the Indenture for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the Indenture, unless otherwise specified in this Amendment;

WHEREAS, Article 19, Section 19.1 of the Indenture provides that the Indenture may be amended by the written consent of the owners of all promissory notes secured by deeds of trust of record and by the Owners of Units to which at least seventy-five (75%) of the votes are allocated; and

WHEREAS, the owners of all promissory notes secured by deeds of trust of record provided their written consent to this Amendment, and, via written ballot of the Owners, at least seventy-five (75%) of the Owners voted and provided their written consent to same.

NOW THEREFORE, pursuant to the authority referenced above, the Indenture is hereby amended as follows:

1. Article 9 of the Indenture is hereby amended to add the following new Section 9.9, to be inserted after Section 9.8:

“9.9: If the Association incurs any administrative or professional fees, including, but not limited to, management fees, attorneys’ fees, or vendor fees, relating to any Unit Owner, any Unit Owner’s requests, or any Unit, the Unit Owner responsible shall be personally liable for and shall pay for such fees with or without legal action. If such fees are not paid by the Unit Owner within thirty (30) days of receipt of an invoice for the same, then such fees shall thereafter be collected in the same manner as unpaid assessments in accordance with Article 14 of this Declaration.”

2. Article 17, Section 17.1(b) of the Indenture is hereby deleted in its entirety and replaced with the following:

“(b) To enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin such violation or breach, or to recover damages. In any legal action filed by the Association against a Unit Owner, or if the Association retains legal counsel (with or without filing a legal action) in order to enforce any covenant or restriction herein contained or adopted pursuant to any rules or regulations, or in any action to

recover unpaid annual or special assessments or damages on account of the breach of any covenant, restriction, rule or regulation, or in the defense of any legal action (including any counterclaim or administrative action), the Unit Owner shall be personally liable for and pay the reasonable attorneys' fees and costs incurred by the Association with or without legal action. If the attorneys' fees and costs are not paid by the Unit Owner within thirty (30) days after the Association has given written notice thereof to the Unit Owner, then the attorneys' fees and costs shall thereafter be enforced and collected in the same manner as unpaid assessments in accordance with Article 14 of this Declaration."

The recitals and whereas clauses set forth herein are hereby incorporated into this Amendment and form a part hereof. This Amendment may be executed in one or more counterparts.

This Amendment shall be effective as of the date of recording in the Office of the Recorder of Deeds for St. Louis County, Missouri. If any provision of this Amendment is found to be in conflict with the Indenture, this Amendment shall control. The Indenture, as herein amended, is in all ways ratified, confirmed and remains in full force and effect.

[Signature Page to Follow]

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

The undersigned Unit Owner hereby votes and provides their written consent as follows regarding the Amendment to Autumn Lakes Condominium Declaration of Condominium and By-Laws for Autumn Lakes Condominium and represents to the Board of Managers of Autumn Lakes Condominium and the other Unit Owners that the undersigned is/are the only Unit Owner(s) of the residence referenced below:

I have reviewed the first proposed amendment to the Indenture (Providing for reimbursement of the Condominium's fees incurred due to Owners) and:

- vote to approve the proposed amendment to the Indenture.
- vote to reject the proposed amendment to the Indenture.

I have reviewed the second proposed amendment to the Indenture (Providing for reimbursement of the Condominium's attorneys' fees incurred in enforcing the Declaration) and:

- vote to approve the proposed amendment to the Indenture.
- vote to reject the proposed amendment to the Indenture.

Address: _____

Sign: _____

Print Name: _____

[if more than one Owner]

Sign: _____

Print Name: _____