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RECORDER OF DEEDS

**TWENTY-FIRST AMENDMENT TO, AND REPUBLICATION OF,  
DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE OF  
BRENTWOOD FOREST CONDOMINIUM**

**WHEREAS:** the original Declaration of Condominium, By-Laws and Indenture for Brentwood Forest Condominium was originally recorded on the 7th day of February, 1980, in Book 7230, Page 336, at the Recorder of Deeds Office of St. Louis County; and,

**WHEREAS:** since the time of recording of the original documents, there have been several amendments to the original Declaration adding additional Units and areas to the Condominium; and,

**WHEREAS:** this Twenty-first Declaration of Condominium, By-Laws and Indenture Of Brentwood Forest Condominium was amended, republished and restated in full on August 21, 1985, and recorded on February 28, 1986 in Book 7875, Page 114 of the Recorder of Deeds Office of St. Louis County; and,

**WHEREAS:** the Developer believes it is in the best interests of the Condominium and the Unit Owners that the Declaration, By-Laws and Indenture be further amended so that the mortgages and deeds of trust of the Unit Owners are eligible to be insured by the Federal Housing Authority and Veterans Administration; and,

**WHEREAS:** this Amended Declaration, By-Laws and Indenture has received the written assent of all of the members of the Board pursuant to Section 24.5 herein.

**NOW, THEREFORE,** upon the recording of this instrument, the Declaration, By-Laws and Indenture of Brentwood Forest Condominium are hereby amended, republished and restated in full, and this instrument shall replace and supersede the previous Declaration, By-Laws and Indenture of Brentwood Forest Condominium, except for the Twentieth Amendment to the Declaration of Brentwood Forest which was recorded in Book 8039 Page 1650 of the Office of the Recorder of Deeds of St. Louis County, which shall remain in effect and which shall be deemed to be Exhibit "C" to this instrument until such time as additional Units are renovated and/or constructed by Developer, at which time Developer shall be required to file successive amendments at least once a year, adding any such additional Units to Exhibit "C", and thereby adjusting the percentage of ownership in the Common Elements pertaining to each Unit for purposes of determining the general assessments to be paid by each Unit. Exhibit A (legal description) and Exhibit B (Plats) as described in this instrument shall include all legal descriptions and Plats of all Parcels of Property which have previously been subjected to the Declaration of Condominium of Brentwood Forest or which may in the future be

subject to said Declaration as it has been hereby amended.

Jefferson Savings & Loan Association, a corporation organized and existing under and by virtue of the laws of the State of Missouri, hereinafter referred to as "Developer", hereby submits to the Condominium Property Act of the State of Missouri, being Sections 448.005 through and including 448.220 (hereinafter referred to as the "Act"), Vernon's Annotated Missouri Statutes ("V.A.M.S."), that certain Parcel of real Property located in St. Louis County, Missouri, the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights, easements appurtenant and privileges belonging or in any wise pertaining thereto, and after the date of the recording of this Declaration said Property shall be subject to the condominium form of ownership according to the terms of this Declaration. This condominium shall hereafter be known as Brentwood Forest Condominium.

Developer does hereby "DECLARE" further as follows, to-wit:

#### ARTICLE ONE: DECLARATIONS

The following terms, as used herein or elsewhere in any condominium documents relating to Brentwood Forest Condominium, unless otherwise provided, are defined as follows:

**Section 1.1: Common Elements:** Means all portions of the Property other than the Units and other than as particularly set forth with respect to items solely servicing a particular Unit.

**Section 1.2: Common Expenses:** Common expenses shall include the actual and estimated costs of:

(a) Maintenance, management, operation, repair and replacement of the Common Elements as to which, pursuant to other provisions hereof, it is the responsibility of the Board of Managers to maintain, repair and replace.

(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 the condominium documents to be common expense.

**Section 1.3: Declaration:** Means this instrument by which

the Property is submitted to the provisions of the Act, and such Declaration as from time to time amended.

**Section 1.4: Majority Of The Unit Owners:** Means the owners of more than fifty percent of the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

**Section 1.5: Parcel:** Means the lot or lots, tract or tracts of land including additional tracts added by subsequent amendment, described in the Declaration or amendments thereto submitted to the provisions of the Act.

**Section 1.6: Person:** Means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real Property.

**Section 1.7: Plat:** Means the Plat or Plats or survey or surveys together with amendments thereto, of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units. Said Plats are attached hereto as Exhibit "B" and made a part hereof.

**Section 1.8: Property:** Means all the land, easements appurtenant, Property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

**Section 1.9: Record:** Means to record in the office of the Recorder of Deeds of St. Louis County, Missouri.

**Section 1.10: Unit:** Means a part of the Property including one or more rooms occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way, including garages and carports. Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such Unit as shown on the Plat. Carport Units shall consist of the space sheltered by each such carport.

**Section 1.11: Unit Owner:** Means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

**Section 1.12: Share:** Means 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 "C" hereto.

**Section 1.13: Assessment:** Means that portion of the cost of maintaining, repairing and managing Common Elements, 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 "C" attributed to each Unit.

**Section 1.14: Brentwood Forest Condominium:** Means a condominium which bears the name Brentwood Forest in its title, and is located on a Parcel made subject to Declaration of Condominium, By-Laws and Indenture.

**Section 1.15: Developer:** Shall be Jefferson Savings & Loan Association and, in the event of the transfer of any part of the Property prior to completion of the construction program, any transferee acquiring the Property for purposes of completing the construction as shown on the Plat or amended Plats.

#### **ARTICLE TWO: UNITS**

**Section 2.1: Identification of Units:** All Units in the buildings located in the Parcel shall be legally described as shown on the Plats to be recorded simultaneously herewith and as identified by the surveys attached thereto, all marked Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plats and as set forth in the Declaration and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the owner's corresponding percentage of ownership in the Common Elements even though the same is not expressly mentioned or described therein. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements appertaining to such Unit as computed and set forth in this Declaration pursuant to subdivision (3) of paragraph 1 of Section 448.030, V.A.M.S., and ownership of such Unit and of the owner's corresponding percentage of ownership in the Common Elements shall not be separated nor shall any Unit, by deed, Plat, court decree or otherwise be subdivided or in any other manner separated into tracts or Parcels smaller than the whole Unit as shown on the Plat. No Unit Owner shall, by deed, Plat or otherwise subdivide or in any other manner cause his Unit to be separated into any tracts or Parcels smaller than the whole Unit as shown on the Plat to be recorded simultaneously herewith and as identified by the survey attached thereto, all marked Exhibit "B".

**Section 2.2:** No Unit Owners shall own any pipes, wire,

conduits, utility lines, sanitary or storm sewer lines or structural components running through his Unit and serving more than his Unit except to the extent of his interest in the Common Elements.

### ARTICLE THREE: COMMON ELEMENTS

Section 3.1: Included in the Common Elements of the Property are:

(a) The Property, excepting the Units, and including without limitation all easements appurtenant, open parking areas, streets, driveway, access ways, walkways, sidewalks, play areas, gardens, lawns, landscaped and planting areas, patio, patio fences, boundary fences, sheds, porch decks and yards;

(b) All electrical wiring throughout the Property, except that within Units; all pipes, wires, cables, and conduits throughout the Property, except that within Units;

(c) All sanitary and storm sewer facilities, and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, except those within Units;

(d) The foundations, exterior walls, roofs, gutters, downspouts, structural and bearing parts, perimeter and load bearing interior walls, supports, floor slabs, load bearing partitions, common hallways to basements, basements with access from common hallways, and all other common portions of the buildings not included within Units;

(e) All apparatus and installations now or hereafter erected and intended for common use;

(f) Any auxiliary buildings, parks, swimming pools, 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 boundaries of Units as shown on Exhibit "B".

(g) All other appurtenances not herein specifically designated which are not enclosed within the boundaries of Units as shown on Exhibit "B".

(h) Notwithstanding anything heretofore set forth in Section 3.1, Common Elements shall not include any item that solely serves a particular Unit including, but not limited to hot water heaters, furnaces, air conditioning equipment and exhaust fans, and the responsibility of maintaining, repairing and replacing any such item shall be the sole responsibility of the particular

Unit Owner receiving the sole service of such item.

**Section 3.2: Interest In Common Elements:** The percentage of interest of each Unit Owner of the Common Elements is shown in Exhibit "C" hereto attached and each Unit's owner shall bear the same proportionate share of expense and administration as the percentage shown bears to 100. The percentages so assigned may be changed as provided in Subsection (3) of paragraph 1 of Section 448.030, V.A.M.S.

**Section 3.3: No Partition Of Common Elements:** As long as the Property is subject to the provisions of the Act, the Common Elements shall, except as provided in Section 448.140, V.A.M.S., remain undivided and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

**Section 3.4: No Severance Of Ownership:** No Unit Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

#### **ARTICLE FOUR: EASEMENTS**

**Section 4.1: Encroachment:** Through construction, settlement or shifting of any building, should any part of the Common Elements encroach upon any part of a Unit, or should any part of a Unit encroach upon any part of the Common Elements 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 Elements, 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.

**Section 4.2: Easements To Unit Owners:** Perpetual easements are hereby established appurtenant to all Units, for use by the owners thereof, their families, tenants, guests, invitees and servants, in and to all Common Elements. In addition thereto, each Unit Owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, deck, stair

well, storage shed, patio or terrace or attic which adjoins an owner's Unit and to which owner has sole access, provided, however, that no Unit Owner shall enclose, change, add, decorate or landscape any attic or such balcony, porch, deck, stair well, shed, patio or terrace unless done in accordance with rules and regulations established by the Board of Managers or, if none, then without the consent of the Board of Managers.

**Section 4.3: Easement 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 instrument. Should it be necessary to enter a Unit in order to repair a Common Element, employees, agents and workmen shall be entitled to entrance (with as little inconvenience as possible) by exhibiting to the Unit Owner an order by the Board of Managers.

**Section 4.4: Utility Easements:** This Declaration is subject to all easements heretofore or by the Plat designated as Exhibit "B" established and dedicated or which may hereafter be established for sanitary and storm 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.

**Section 4.5: Cross Easements:** Cross easements are hereby established between each Unit in Brentwood Forest Condominium whereby the Developer, the Unit Owners, their families, tenants, guests, invitees and servants shall be permitted to use the streets, driveways, unassigned parking spaces, lawn areas, recreational areas and facilities and sidewalks of the Brentwood Forest Condominium. In the event any other Declaration does not provide a reciprocal cross easement, the provisions of this Section shall not be operative with respect to such Condominium.

**Section 4.6: Effect On Easements:** All easements and rights herein described shall run with the land and inure to the benefit of and be binding on the Developer, its successor or assigns, and any Unit Owner, purchaser, mortgagee, insurer of a mortgage 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.

#### **ARTICLE FIVE: MANAGEMENT OF CONDOMINIUM**

**Section 5.1: General:** The Property shall be administered by a Board of Managers, herein called "Board", elected by the Unit Owners hereinafter provided. The Board shall have general

responsibility to manage and administer the Property, approve the annual budget, provide for and collect monthly or other assessments and arrange and direct or contract for the management of the Property and otherwise administer Brentwood Forest Condominium with respect to any matter pertaining to enhancing, maintaining, benefiting or promoting same.

**Section 5.2: Appointment Of Managers:** The Board of Managers shall consist of ten Unit Owners whose terms, powers, duties and selection will be set out in the By-Laws hereinafter set forth, which said By-Laws shall be made a part of this Declaration.

#### **ARTICLE SIX: DAMAGE, DESTRUCTION AND RECONSTRUCTION**

**Section 6.1: Insurance Proceeds Used For Reconstruction - Reconstruction Defined:** In the 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 in this and Section 6.2 hereof, 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.

**Section 6.2: Insurance Proceeds Insufficient To Reconstruct, Effect:** In the case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct any building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred 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:

(a) The Property shall be deemed to be owned in common by the Unit Owners.

(b) 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.

(c) 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 Owner in the Property as provided therein.

(d) 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 share 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 SEVEN: SALE**

**Section 7.1: Sale Of Property, Authorized, How - Dissenting Owner Entitled To Interest, Defined:** Seventy-five percent (75%) or more of the Unit Owners may, by affirmative vote at a meeting of Unit Owners duly called for such purpose, elect to sell the Property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale. Any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the manager or Board of Managers within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. The value of such interest, for this purpose, shall be that percentage of the total value of the Property determined by fair appraisal which represents the ownership percentage of the Common Elements allocated to the Unit owned by such objecting owner.

**Section 7.2: Property Removed From Condominium Law, How, Effects:** All of the Unit Owners may remove the Property from the provisions of this Declaration by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the Units consent thereto or agree, in either case, by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the Property shall be deemed to be owned in common by all the owners. The undivided interest in the Property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements.

#### **ARTICLE EIGHT: REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS**

**Section 8.1: Abatement And Enjoining:** The violation of a restriction or condition or regulation adopted by the Board of Managers or the breach of any covenant or provisions herein contained, shall give the Board of Managers the right, in addition to the rights set forth in the next succeeding Section:

(a) To enter upon the land 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 Developer or its successors or assigns, or the Board of Managers, or its agents, shall not thereby be deemed guilty in any manner of trespass.

**Section 8.2: Termination Of Rights As Unit Owner - Judicial Enforcement:** If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board of Managers, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board of Managers, then the Board of Managers shall have the power, by action of a majority of its members, to issue to the defaulting Unit Owner a ten (10) day Notice in writing to terminate the rights of said defaulting Unit Owner to continue to use, occupy or control his Unit and thereupon an action in equity may be filed by the Board of Managers to use, occupy or control his Unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting Unit Owner, subject to the prior written consent of any mortgagees having a security interest in the Unit ownership of the defaulting owner for a decree of mandatory injunction or, in the alternative, for a decree declaring the termination of the Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title and interest of the Unit Owner in the Property should be sold (subject to the lien of an existing mortgage) at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the Court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a Unit Owner in the place and stead of the defaulting Unit Owner.

**ARTICLE NINE: RIGHT TO CURE DEFAULT IN MORTGAGE,  
PURCHASE OF UNITS BY BOARD**

**Section 9.1: Right To Cure Default In Mortgage:** In the event any Unit Owner shall default in the payment in any monies required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Sections 20.4, 20.5 and 20.6 of the By-Laws hereinafter.

**Section 9.2: Right To Purchase At Foreclosure Sale:** In the event any Unit ownership or interest therein is sold at a judicial, execution or mortgage foreclosure sale, the Board of Managers shall have the right to bid in at such sale and purchase the Unit ownership or interest therein.

**Section 9.3: Financing:** Funds for any purchase under this Article shall be taken from the Maintenance Fund of the Condominium and, upon subsequent sale, the proceeds shall be credited to that fund. Should the Maintenance Fund be insufficient for payment of the amount required in the purchase of any Unit or interest therein under this Article, the Board shall levy an assessment against each Unit Owner, other than the owner of the Unit being purchased, in proportion to ownership in the Common Elements, which assessments shall become a lien enforceable in the manner provided in the By-Laws. At its discretion, the Board is further authorized to borrow money to finance the acquisition of any Unit or interest therein authorized to be purchased, but, in so doing, shall only encumber the Unit or interest therein to be acquired as security for the loan being made. Title to any Property so acquired shall be taken in the names of the individuals who then constitute the Board of Managers, and their successors in office, "As Trustees for the benefit of Brentwood Forest Condominium and shall be held, administered, leased and sold for the benefit of all Unit Owners."

**Section 9.4: Title To Acquired Interests:** Unit ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board of Managers, or such nominee as it shall designate, for the benefit of the Unit Owners. All proceeds of such sale and/or leasing shall be deposited in the Maintenance fund and may thereafter be disbursed at such time and in such manner as the Board of Managers may determine, except that sales proceeds to the extent of the amount of general funds theretofore used to acquire such Unit

shall be retained as a part of the general funds for other authorized uses.

**ARTICLE TEN: AMENDMENTS FOR ADDITIONS AND DELETIONS**

**Section 10.1:** It is proposed that the Condominium will consist initially of 7 Units as shown on the Plat, however, some or all carport Units may be deleted. Over a period of ten years an additional number of Units may be added from Parcels of land contiguous to the Parcel being declared upon herein all encompassed with the present boundaries of that certain area known as Audubon Park, purchased by Developer and recorded in Book No. 7117, Page No. 1986, Recorder of Deeds Office, St. Louis County, Missouri. In no event will additional Units or Parcels be added to the Condominium after the ten year period without the express written consent of the Unit Owners. Each Unit Owner by purchasing a Unit within the Condominium being declared hereupon or by purchasing a Unit in any contiguous area made a part of the Condominium Declaration herein in the future do hereby consent to a change in the Declaration and By-Laws to permit the addition or deletion of Units and additional Parcels as herein referred to and do hereby irrevocably constitute and appoint Developer and its successors as such owners and owner's successors lawful Attorney-In-Fact for a period of ten years herefrom to execute and record any amendment to the Declaration and By-Laws adding to or subtracting from the Condominium Units in the Parcels referred to and to determine the changes required in the percentages of ownership by virtue of such additional or other changes in the number of Units or in the size or dimension of any Unit owned by Developer and file for record an instrument or instruments setting forth the changes in percentages of ownership. Developer and successors may exercise such power of attorney by listing all of the owners bound by this appointment with the single signature of Developer or successors for all them. Parcels separated only by roads or rights-of-way shall be deemed contiguous.

**Section 10.2: Other Amendments:** Except as otherwise provided in Section 10.1 hereof or except as otherwise expressly provided for in this Declaration, 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 at least seventy-five percent (75%) of the Units and at least fifty-one percent (51%) of the holders of the Deeds of Trust of record, and until such modification of amendment is duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by the Act, and in particular, by Section 448.180 V.A.M.S., with insurance maintained as required by Section 448.120, V.A.M.S., and disbursed as required by Sections 448.130 and 448.140,

V.A.M.S. Notwithstanding the above, an affirmative vote of at least sixty-seven percent (67%) of the holders of Deeds of Trust of record shall be required in order to terminate the Condominium.

**Section 10.3: Special Developer Rights:** Developer reserves the right, but not the obligation, to amend this Declaration and Plat at any time until February 7, 1990 to include any Parcel contiguous to the Property within the Brentwood Forest Condominium. Developer reserves the right, but not the obligation, to create Units, Common Elements, to grant easements, and to subdivide with respect to a parcel added pursuant to the development rights established by this Section. Each Unit Owner shall be conclusively deemed to have appointed the Developer as the Unit Owners' attorney-in-fact for purposes of exercising the development rights created in this Section, for a period of two (2) years from the date of recording this Twenty-first Amendment to the Declaration.

#### **ARTICLE ELEVEN: AUTHORITY OF THE DEVELOPER**

**Section 11.1: Exercise Of Board Of Manager's Power:** Until such time as the Board of Managers provided for in this Declaration are elected, Developer shall exercise the powers, right, duties and functions of the Board of Managers.

**Section 11.2: Advertising By The Developer:** Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to Developer conveying all Units of this Condominium, Developer (and its successors and mortgagees) shall have the right and privilege, (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Units in this Condominium, and (ii) to maintain sales, business and construction offices in Units of this Condominium to facilitate the completion of construction of the buildings and improvements comprising this Condominium sale of Units thereof. The construction of such 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 mortgagees) to conduct the activities enumerated in this paragraph until all Units of this Condominium have been completed and conveyed to others who have purchased the same for residential purposes. All rights afforded Developer under this Article shall inure to the benefit of any mortgage-holder acquiring title to any Unit hereunder.

## ARTICLE TWELVE: GENERAL PROVISIONS

**Section 12.1: Captions:** The captions of the various Articles and Sections are for purposes of reference only, and are not deemed to have any substantive effect.

**Section 12.2: Notice To Mortgagees:** Upon written request to the Board of Managers, the holder of any duly recorded mortgage or Deed of Trust against any Unit, or any governmental agency or corporation insuring any such mortgage or Deed of Trust shall thereafter be given copies of any and all notices permitted or required (pertaining to delinquent liens and assessments) by this Declaration to be given to the Unit Owner, or owners, whose Unit ownership is subject to such mortgage or Deed of Trust.

**Section 12.3: Manner Of Giving Notice:** Notices required to be given to the Board of Managers may be delivered to any member of the Board of Managers either personally or by certified mail addressed to such member or officer at his Unit, Return Receipt Requested.

**Section 12.4: Notice In Event Of Death:** Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Unit Owner is being administered.

**Section 12.5: Acceptance By Grantee:** Each grantee of Developer, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which the Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, in said Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**Section 12.6: No Waiver:** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 12.7: Saving Clause:** The invalidity of any covenant, restriction, condition, limitation or any other provision of

this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**Section 12.8: Interpretation:** The provisions of this Declaration shall be liberally construed to effectuate its purposes creating a uniform plan for the development and operation of a first-class Condominium apartment development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rules Against Perpetuities and be not subject to Section 438.210, V.A.M.S., then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law, or for the life or lives in being plus twenty-one (21) years thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

**Section 12.9: Bonds:** Before any Unit Owner shall become a member of and serve on the Board of Managers, he shall be able to be bonded. The Board of Managers shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners in the sum of at least Fifty Thousand Dollars (\$50,000.00). The bond shall be written only by any bonding company approved to write fidelity bonds by the St. Louis County Probate Court for Executors and Administrators. The cost of premiums for such blanket bond shall be paid out of the funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Managers.

**Section 12.10: Managers May Act For Owners; Action; Service Of Process:** Whenever Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Property, or to acquire any lien thereon, or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the Property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all of the Unit Owners, as the case may be. Without limiting the rights of any Unit Owner, actions may be brought in the names of the members of the Board of Managers on behalf of two or more of the Unit Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements or more than one Unit. Service of process on two or more Unit Owners in any action relating to the Common Elements or more than one Unit may be made on any members of the Board of Managers in the manner provided by statute.

## BY-LAWS OF BRENTWOOD FOREST CONDOMINIUM

### ARTICLE XIII: GENERAL PLAN

**Section 13.1: Administration:** The Property shall be administered by a Board of Managers, herein called "Board", elected by the Unit Owners as hereinafter provided. The Board shall have general responsibility to manage and administer the Property, approve the annual budget, provide for and collect monthly or other assessments and arrange and direct or contract for the management of the Property and otherwise administer Brentwood Forest Condominium with respect to any matter pertaining to enhancing, maintaining, benefitting or promoting same, as well as the enforcement of the covenants, conditions, and restrictions contained herein and as contained in the Brentwood Forest Condominium Declaration.

**Section 13.2: Definitions:** The following words, phrases and terms as used in these By-Laws or elsewhere in any condominium documents relating to Brentwood Forest Condominium, unless otherwise provided in the definitions section of the Declaration which shall control the terms only in Articles I through XII of the Declaration, are defined as follows:

A. **Act.** The Condominium Property Act, R.S.Mo. including Sections 448.005-448.210, of the State of Missouri, but not including Sections 448.1-101 to 448.4-120, Revised Statutes of Missouri, as amended, and such other statutes except as they may be retroactively applicable to all condominiums formed prior to September 28, 1983. Other provisions of the Missouri Uniform Condominium Act shall not be included unless the provisions of such Act are specifically adopted pursuant to Section 24.5 of these By-Laws.

B. **Agreement.** Means that portion of the cost of maintaining, repairing and managing Common Elements, 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 "C" of the Declaration attributed to each Unit, as well as any other payment which the Board may require the Unit Owner or tenant to make under the Condominium Declaration, By-Laws, rules and regulations.

C. **Board.** Shall mean the Board of Managers, Executive Board, Board of Directors or any other designation of the group of individuals elected by the Unit Owners to manage and administer the Condominium. This shall also be deemed to the Board of Directors if the Condominium Association shall become incorporated. The use of the term "Board" may also refer to a manager, managing agent, or other to whom the Board has delegated certain of its authorities or duties pursuant to the Declaration and By-Laws.



D. Brentwood Forest Condominium. Means a condominium which bears the name Brentwood Forest in its title, and is located on a Parcel made subject to this Declaration of Condominium, By-Laws and Indenture, as well as all Parcels which have been or in the future may become subject to the Declaration.

E. Building. Any structures as now or hereafter shall be constructed and located on any Parcel subject to the Condominium Declaration Parcel and forming part of the Property containing such Units as indicated by the plat, or plats recorded in the future.

F. By-Laws. The By-Laws of the Condominium Association of which these definitions are part, as they may be amended from time to time.

G. Common Elements. Means all portions of the Property other than the Units and other than as particularly set forth with respect to items solely servicing a particular Unit and which are more specifically defined in Article XIX of the By-Laws.

H. Common Expenses. Common Expenses shall include the actual and estimated costs of: (a) Maintenance, management, operation, repair and replacement of the Common Elements as to which, pursuant to other provisions hereof, it is the responsibility of the Board to maintain, repair and replace. (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 the condominium documents to be common expense.

I. Declaration. Means this instrument by which the Property is submitted to the provisions of the Act, and as such Declaration as it from time to time may be amended.

J. Developer. Shall be Jefferson Savings & Loan Association and, in the event of the transfer of any part of the Property prior to completion of the construction program, any transferee acquiring the Property for purposes of completing the construction as shown on the Plat or amended Plats.

K. Fee. A special assessment to defray administrative and other costs for providing special services or recreational services.

L. Fine. A special assessment made for the purpose of

punishing a person for violating any of the covenants, conditions, or restrictions of the Declaration, By-Laws, rules and regulations.

M. Limited Common Elements. These portions of the Common Elements which are reserved for the exclusive use of a single Unit or group of Units to the exclusion of all other Units as more particularly described in Section 19.3 hereof.

N. Majority of the Unit Owners. For purposes of votes taken under Section 7.1 and 9.7 of the Declaration, means the owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the Common Elements, and any specified percentage of the Unit Owners contained in such sections means such percentage in the aggregate in interest of such undivided ownership. For votes on amendments to the Declaration and By-Laws, majority shall mean more than fifty percent (50%) of all Unit Owners, with each Unit having one (1) equal vote. For votes at Unit Owners meetings, a majority shall mean more than fifty percent (50%) of the Units voting on a matter where a quorum is present.

O. Mortgagee. A holder of an insurer or governmental guarantor of a first mortgage or subsequent mortgage or deed of trust, as well as the successors, or assignee of such mortgage.

P. Parcel. Means the lot or lots, tract or tracts of land including any additional tracts added by subsequent amendment, described in the Declaration or amendments thereto submitted to the provisions of the Act.

Q. Person. Means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real Property.

R. Plat. Means the Plat or Plats or survey or surveys together with amendments thereto, of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units. Said Plats are attached to the Declaration as Exhibit B and made a part hereof.

S. Property. Means all the land, easements appurtenant, Property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

T. Record. Means to record in the office of the Recorder of Deeds of St. Louis County, Missouri.

U. Rules and Regulations. Means the rules and regulations and policies promulgated from time to time by the Board.

V. Share. Means 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 C of the Declaration.

W. Special Developer Rights. Means the rights reserved in the Declaration and By-Laws for the benefit of the Developer. Rights reserved for the benefit of Developer to complete improvements, including Units and Common Elements, indicated on Plats and plans filed with or subsequent to the Declaration; to exercise any development rights; to maintain sales offices, management offices, signs, advertising the Condominium and any Unit model; to use easements through the Common Elements for the purpose of making improvements within the Condominium; and to appoint or remove any officer of the Association or any Board member during any period of Developer control.

X. Unit. means a part of the Property including one or more rooms occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way, including garages and carports. Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such Unit as shown on the Plat. Carport Unit shall consist of the space sheltered by each such carport. A further delineation of the Unit boundaries and responsibility for the maintenance thereof is contained in Section 18.2.

Y. Unit Owner. Means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit, and for all purposes except for voting and ownership rights may also be deemed to include the Unit Owners family, tenants, roommates, guests, invitees and other present on Condominium Property under the Unit Owner's authority.

#### ARTICLE XIV: BOARD OF MANAGERS

**Section 14.1: Board Membership:** The Board which may also be referred to as the Board of Managers or Executive Board, shall consist of ten (10) Unit Owners, not more than one of whom shall have an interest in the same building. For purposes of Board membership, a Unit Owner shall be deemed to include any officer, director or employee of any corporate owner of a Unit. The elec-

tion of the first Board of Managers shall be called by the Developer after the original sale of all Units of Brentwood Forest Condominium which are or become subject to the Condominium Declaration and By-Laws, unless the Developer in its discretion shall call the election prior thereto, but in any event such election shall be called within ten (10) years from the date of recordation of the Condominium Declaration. Until the first election of the Board of Managers, the Developer shall exercise the powers and duties of the Board of Managers as set forth in this instrument.

**Section 14.2: Election of Board Members:** The Condominium is divided into five (5) wards, the boundaries of which and the identification of the Units contained therein are contained in Exhibit "D" attached hereto. Each ward shall be represented by two (2) Board members who shall be elected by the owners of the Units located in the ward. Unit Owners shall only vote in the election for the Board members representing their own ward and not for Board members representing other wards. All Board members (except certain Board members elected at the initial Board election) shall serve terms of two (2) years, with one (1) Board member being elected each year from each ward. Members of the Board shall serve without compensation.

A. In the first election of the Board called by the Developer, the Unit Owners in each ward shall elect two (2) members to the Board of Managers, with the person receiving the highest number of votes serving a two (2) year term and the person receiving the second highest number of votes serving a one (1) year term.

B. In all elections for Board members, no certain percentage of Unit Owners representing the total Units in each ward need to be cast, so long as the total quorum requirements for the Unit Owners' meeting are met.

**Section 14.3: Resignation, Removal, and Limitation on Consecutive Terms:** Should any member of the Board cease to be a Unit Owner, die, resign, decline to act or become unable for any reason to discharge a Manager's duties, the majority of the members of the Board remaining shall fill such vacancy of the unexpired period of such term by appointment, until the next annual meeting of the Unit Owners, at which time the Unit Owners in the ward shall elect a person to fill the remaining unexpired term, if any. No Unit Owner shall be eligible to stand for election for more than two (2) consecutive terms as a Board member.

**Section 14.4: Organization and 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 a majority of such Board for a term of one (1) year. The president shall preside over all meeting of the Board and of the Unit Owners and shall have the power in his discretion to break or refuse to break any tie vote by Unit Owners or by the Board. The secretary shall keep minutes of all meetings of the Board and of the Unit Owners, and, in general, perform all duties incident to the office of secretary. The treasurer shall keep all financial records and books of account. A quorum of the Board shall consist of six (6) members or their designated alternates. Meetings of the Board shall be called, held and conducted in accordance with such regulations as the Board may adopt. If a quorum is not present at any Board meeting, all business may be conducted except for entering into contracts, authorization to file suit or authorization to expend money for items not previously budgeted for, so long as the particular matters or the minutes of such meeting are later adopted by a majority of Board members.

A. The Board shall elect new officers within thirty (30) days after each regular Board member election by the Unit Owners, or within thirty (30) days after the resignation or removal of any Board officer.

B. The Board shall meet in open public session, unless a majority of the Board members vote to meet in executive session. Upon a majority vote which shall be recorded in the minutes, the Board may close its meeting, and only persons designated by the Board may attend.

C. The Board shall have a set time each month for a regular meeting, but may meet and vote on matters by phone when necessary, and may cancel or postpone regular meetings as necessary. The Board may hold special Board meetings upon giving reasonable notice to Board members, as is practical in the situation.

D. The Board may form or disband any committees or other groups it deems desirable and appoint Unit Owners or other Condominium residents to serve on such committees at the pleasure of the Board. Committees may include, but are not limited to, a modification approval committee, a grounds committee, a building repair committee, a recreational facilities committee, a social committee, a violations committee, and other committees the Board may appoint. The Board may delegate designated duties or responsibilities to such committees, except that the Board shall be required to approve any expenditure, and approve and sign all contracts, and file any suits recommended by its committees.

E. Any Board member who misses three consecutive meetings without prior written notice shall be deemed to have resigned and the majority of the remaining Board members shall elect a new

member to serve until the next annual Unit Owners meeting.

**Section 14.5: Communications to Board:** All communications and legal notices (except emergency calls) to the Board or to the manager shall be in writing and addressed and either mailed, or hand delivered, to the address which the Board may designate from time to time and which shall initially be:

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION  
c/o Brentwood Forest Clubhouse  
9000 Wrenwood Lane  
Brentwood, Missouri 63144

All written communication shall comply with all reasonable rules and regulations adopted by the Board before the Board shall have any duty to respond.

A. Reports of Violations. Reports of violations of the Condominium's Declaration, By-Laws, rules and regulations must be in writing and should state the name and description of all persons involved (if known), the time and date the incident occurred, and what attempt, if any, the reporter took to inform the violator to cease the violation before reporting the violation. Residents have a duty to first attempt to discuss complaints or violations with the person engaging in the activity complained about, if practical. The Board may take into consideration whether the reporting resident first attempted to discuss the situation with the offender in its determination of what action to take. The Board, in its sole discretion, shall have the right to take any action or decline to take action on any report or violation or complaint of any Unit Owner or resident, and shall have no liability to any party if it should decide or decline to act.

B. Communications Regarding Building Problems. Reports of any problems with the exterior of the building including the roof, walls, patio, balcony, porch or exterior water leaks, should be reported in writing to the Board when first noticed. Problems with refrigerators, stoves, dishwasher, and other appliances, toilets, sinks, showers, tubs, drains, pipes and other plumbing, outlets, switches, other electric fixtures, heating, air conditioning, windows and doors are not the responsibility of the Condominium Association, unless caused by damage to Common Elements and are to be repaired by the Unit Owner at the Unit Owner's expense.

C. Emergency Communications. Emergencies such as major storm damage, fire, flooding, or other destruction of Condominium Property should be reported as soon as practically possible to the Condominium's emergency number.

**Section 14.6: Indemnification of Board Members:** In order to fully protect each Board member from any loss which he might suffer from any claim or suit against him regarding his actions in performing his duties as a Board member the Condominium Association shall defend and indemnify all actions or claims against Board members, except for the following exclusions:

(i) Any criminal conduct; (ii) Any fraud; (iii) Any action which at the time it was taken, was clearly in violation of the Board's policy or direction; (iv) Any conversion of Condominium Property, money or assets for personal use; (v) Any willful or malicious action.

This section in no way supercedes or abrogates any liability insurance policy covering the Board members or their agents which is in effect. Any time a suit or claim is covered by insurance, the Board shall conclusively be deemed to have exercised its duties under this section by turning the matter over to the insurance company. For any claim or suit not covered by insurance, the Board shall have full authority to defend, settle or pay any claims as it deems fit. If a Board member is accused of actions covered under the exclusions listed above, the Board member shall only be reimbursed for reasonable expenses incurred in defending such suit or claim upon a court ruling, clearly exonerating the Board member of such activity.

**Section 14.7: Condominium Offices:** The Board of Managers shall have power to provide office space within or without the Property adequate to serve said Board in its functions and the cost of same shall be allocated as a common expense and assessments made accordingly.

**Section 14.8: Incorporation:** The Board by majority vote shall have the power to incorporate and/or to dissolve the corporate status of the Brentwood Forest Condominium as a not-for-profit corporation under the laws of Missouri. During any such period when the Association is so incorporated, the Board of Managers shall also constitute the corporation's Board of Directors, and the Board officers shall also constitute this corporation's officers. All conduct of the Association and corporation shall be concurrent. The Board may in its discretion determine what classification it shall file any tax returns if such an election is available to the Board.

#### **ARTICLE XV: MEETING OF UNIT OWNERS**

**Section 15.1: Notice:** The first annual meeting of the Unit Owners for the purpose of electing a Board of Managers and conducting other business shall be held upon at least fifteen (15)

days' written notice being given by Developer, said Notice to specify the time and place of such meeting, which shall be convenient to Brentwood Forest Condominium within St. Louis County. Thereafter, there shall be an annual meeting of the Unit Owners, held at a conveniently located place within St. Louis County as may be designated by the Board, upon written notice delivered, not less than fifteen (15) days prior to the date fixed for such meeting. All notices, including notices of Unit Owner meetings required to be given herein, may be delivered either personally or by depositing same in the U.S. Mail, postage prepaid, addressed to the owner at the Unit address, or such other address that the Unit Owner has previously designated in writing.

**Section 15.2: Removal of Board Members:** At any regular or special Unit Owners' meeting where a quorum is present, called within fifteen (15) days written notice to all owners only if such proposed action is set forth in the notice, any one or more of the Board members may be removed with or without cause by a majority of the owners voting, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. In the vote to remove the Board member, it shall take a majority of all Unit Owners at the meeting, but the election for the removed member's successor shall only be conducted with Unit Owners from the ward voting in such election.

**Section 15.3: Special Unit Owners Meeting:** After the Developer calls the initial organizational Unit Owners' meeting, special meetings of the Unit Owners may be called at any time for the purpose of considering any matter requiring the approval of Unit Owners, or for any other reasonable purpose. Such special meetings shall be called by written notice, authorized by twenty percent (20%) of the Board members, or twenty percent (20%) of all of the Unit Owners, upon giving a minimum of fifteen (15) days' written notice but no more than a maximum of forty-five (45) days' notice given in the same manner as provided for notice of annual meetings.

**Section 15.4: Quorum:** The presence at any meeting, either in person or by proxy, of twenty percent (20%) of the total Units in the Condominium shall constitute a quorum. The quorum shall always be deemed present throughout the meeting regardless of the fact that Unit Owners may leave. Any action authorized by the Declaration and By-Laws may be taken at any meeting at which a quorum is present. All actions must be adopted by a majority of the voting members voting on the matter.

**Section 15.5: Voting:** Each Unit (except for carport Units



which are identified in Section 19.2(c)) shall have only one equal vote on all matters to be voted on by the Unit Owners, regardless of the percentage of ownership each Unit has in the Common Elements, pursuant to Exhibit C of the Declaration, except that vote on the specific matters which directly affect ownership rights to Units as set forth in Section 7.1 and 9.7 of the Declaration, which shall take the specified majority of ownership pursuant to the proportional ownership set forth in Exhibit C of the Declaration. Only one person designated as the voting member, shall be entitled to vote from each Unit. Should more than one person own a Unit, the voting member shall be designated by all owners, in writing. Any such designation may be revoked at any time by written notice signed by the majority of the owners of the Unit. Should the same person or persons, including Developer, own more than one Unit, the same voting member may be designated for each Unit and, in such event, such person shall have one vote for each such Unit. A corporation if an owner of a Unit shall act through its president or other person designated as its voting member in writing signed by the President of the corporation, and attested by the secretary or assistant secretary of the corporation, and filed with the Board. All designations of voting members shall be held by the Secretary of the Board among the records of the Board. If only one of several co-owners of a Unit attends a meeting, that person shall conclusively be deemed to be the voting member for that Unit for that meeting, unless immediately challenged at the meeting.

**Section 15.6: Notice of Conduct of Unit Owner Meetings:**

A. The notice of all Unit Owners' meetings required to be given herein may be delivered either personally or by depositing same in the U.S. Mail, postage prepaid, addressed to the Unit Owner at the Unit address, unless the Unit Owner(s) has previously directed in writing that all Condominium notices should be sent to a separate address. Notice of Unit Owners' meetings must be mailed or delivered no less than fifteen (15) days, and no more than forty-five (45) days prior to the Unit Owners' meeting. Each meeting notice shall contain the following:

(1) an agenda of the meeting prepared by the Board or by the Unit Owners calling such meeting; (2) a proxy; (3) copies of any amendments or other matters to be voted on by the Unit Owners.

B. The Unit Owners can direct the Board Secretary or others to cast the vote of the Unit by proxy in all elections for Board members or other matters to be voted on at the meeting as designated by the proxy; all proxies must be presented to the Board Secretary who shall have the sole authority to determine the validity of all proxies; proxies may only be revoked by so

informing the Board Secretary in writing prior to the start of the meeting. All proxies shall only be effective for a maximum of one year from the date signed.

C. No motion or action shall be adopted regarding any matters not contained on the meeting agenda and not contained on the proxies, during any Unit Owners' meeting, unless the Unit Owners representing fifty-one percent (51%) of all of the Units in the Condominium vote in favor of the action. Proxies shall not be counted in such votes unless they clearly indicate authority has been granted to vote on all matters. No amendment to any proposition contained on a proxy, shall be in order at any Units owners' meeting. Nothing shall prohibit informal consensus votes at a Unit Owners' meeting, but such votes shall only be advisory and shall have no binding effect on the Board.

D. The Board President shall have the right to set time limits on the discussion on any matter, or candidate being discussed at a Unit Owners' meeting, and may set limits on the number of persons speaking on any matter, and/or limit the time each person shall have to speak. If at any time the President believes not everyone will have an opportunity to speak, he shall alternate between speakers for and against the proposition or candidate being discussed.

E. The meeting agenda shall be followed, and no motion for adjournment or to suspend the order of business will be in order until all agenda items have been covered or tabled.

F. The Board President shall have the power to conduct Unit Owners' meetings on an informal basis, shall be the meeting parliamentarian, and shall have the power to set reasonable procedures for the conduct of the meeting.

#### **ARTICLE XVI: BLOCK ORGANIZATIONS AND BLOCK LEADERS**

**Section 16.1: Selection of Block Leaders:** Each cluster of buildings identified in the Exhibit D as blocks shall periodically choose or elect a Block Leader and an assistant Block Leader from the residents in that block. If no Block Leader or assistant Block Leader is chosen or elected by the residents for any block, the Board may appoint any willing resident to fill the position of Block Leader or assistant Block Leader. The timing and method of choosing or electing Block Leaders shall be left up to the Board.

**Section 16.2: Duties of Block Leaders:** The Block Leaders and Assistant Block Leaders shall meet periodically with the Board as requested, make recommendations to the Board regarding the operation of the Condominium, join one or more of the Board's

committees, assist the Board in communicating with the Unit Owners and residents, and act as designated alternate for a Board member from his ward, upon written request of the Board member. Block Leaders and Assistant Block Leaders should keep a watch on their block and report any maintenance needs of the block to the Board, or its committees or to its managing agent. Block leaders may form block organizations to organize social activities for, or to make improvements to the block.

#### ARTICLE XVII

**Section 17.1: Powers and Duties of the Board:** The Board for the benefit of all the Unit Owners, shall have the powers provided in the Condominium Declaration and By-Laws and shall provide and shall pay for out of the Maintenance Fund hereinafter provided for, the following items pursuant to the sections below.

**Section 17.2: Utilities:** The Board shall pay for water, waste removal, electricity, gas, and other necessary utility service for the Common Elements. It shall also pay for reasonable water, trash and refuse collection charges for each Unit, unless the Unit Owners vote at a Unit Owners' meeting a proposal that any such expenses be paid for by each Unit or unless the City of Brentwood or other governmental agency or utility shall change its method of charging for such services by charging individual Unit Owners.

**Section 17.3: Insurance:** The Board shall purchase and maintain insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Board, as trustee for each of the Unit Owners in the percentages established in the Declaration. The policy of insurance may contain a loss payable clause containing the words, "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, in which event the proceeds shall thereupon be payable jointly to the Board and the holder or holders of mortgages or deeds of record, as trustees for each of the Unit Owners in the percentages established in the Declaration or any amended Declaration. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer. The Board, in its sole discretion shall have the right to apportion any insurance settlement received so long as such money is first used to repair buildings and Common Elements.

A. Damage to Common Elements. Payment of insurance deductibles, for damage to Common Elements will be borne by the Board, so long as, in its determination, the causing factor was beyond the control of a Unit Owner. Upon determination by the Board, that damage to the Common Elements, or to another Unit, is caused or made worse by the negligence, or the intentional action or omission of a Unit Owner, his family, tenants, guests or invitees, the cost to repair the damage will be borne by the offending Unit Owner, except to the extent it is covered by the Condominium Association's insurance, and all such costs shall be a special assessment against that Unit. Any willful damage may in the discretion of the Board be handled under subsection C below.

B. Damage to Units. Unit Owners are responsible for repairing all of the damage to their Unit, and the Board of Managers will only pay for such damage which is covered by the Condominium Association's insurance, or upon special resolution passed by the Board, or majority vote of the Unit Owners, unless the Condominium Board has previously set up a special reserve fund to pay for damage caused by a specific peril and due to the existence of such fund has raised the deductible limit of such insurance for such peril.

C. Willful Damage. Any damage to the Common Elements, or other Units caused, or made worse by the gross negligence, or the intentional or willful act, or omission of any Unit Owner, his family, tenants, guests, or invitees may subject that Unit Owner to a fine in addition to having to pay the cost of repairing the damage, as well as other remedies available to the Board.

D. Liability Insurance. The Board may also purchase and maintain comprehensive public liability insurance, insuring the members of the Board, their agents, employees, and the Unit Owners against any liability for personal injury, death or Property damage, incident to the ownership and/or use of the Common Elements in such amounts as are deemed appropriate by the Board, from time to time; and workmen's compensation insurance to the extent necessary to comply with any applicable laws; and such other insurance coverage as shall be deemed appropriate by the Board to protect the interests of the Unit Owners and the Board.

E. Unit Owner To Insure Units For Certain Perils And All Contents Of Units. Each Unit Owner shall be responsible for obtaining his own insurance on the interior and the contents of his own Unit, and his additions, improvements and betterments thereto and decorations, furnishings and personal Property therein, and his personal Property stored elsewhere on the Property, and his personal liability to the extent not covered by the insurance for all of the Unit Owners obtained as part of the Common

Expenses as above provided. The Unit Owner shall also be responsible for obtaining "Unit Owners insurance" for perils not required to be covered by the Condominium Association's insurance. Nothing in this section shall be deemed to nullify any extended insurance coverage which the Condominium shall voluntarily elect to obtain which may cover the Units or their contents.

**Section 17.4: Employment of Agents:** The Board may use the services of any person, firm, or contractor employed by the Board, including but not limited to, a manager (if one is employed), a managing agent (if one is employed), accountants, and attorneys, as well as any other personnel necessary for the maintenance, repair and replacement of the Common Elements. The Board may delegate any of its powers, duties, and responsibilities to the managing agent, employees, committees, or other entities formed by it, except for its duty to meet and conduct Unit Owners' meetings, approve budgets, set regular Condominium assessments, set fine schedules, file suit, enter contracts, or approve expenditures, all of which must be approved by the Board. The Board shall have authority to reverse or modify any action taken by any person, committee or organization to which it has delegated authority.

**Section 17.5: Maintenance of Common Elements:** The Board shall be responsible for maintenance, landscaping, gardening, snow removal, exterior painting, cleaning, tuckpointing, decorating, repair and replacement of the Common Elements, including compliance with all ordinances affecting the Common Elements, but not including responsibility for repair of the interior surfaces of the Unit's boundaries (including wallboard, paneling, wallpaper, paint, tile, carpeting, other finish flooring, floors, ceilings, doors and windows) which the Unit Owner shall paint, clean, decorate, maintain and repair. The Board may purchase such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements. Notwithstanding the Board's general duty to maintain the Common Elements, the following exceptions shall be in effect:

A. Exterior Building Maintenance by Residents. Residents may do their own exterior maintenance such as minor painting, minor repairs, etc., on the exterior of their Unit and its Limited Common Elements between scheduled maintenance only so long as they receive written permission from the Board and pay for the costs involved as designated by the Board. The materials and work must be consistent with the specifications provided by the Board. Unless otherwise agreed in advance by the Board, the person doing the maintenance shall be responsible for the entire

cost of doing such work within the Board's specifications. A special assessment to pay for the cost of bringing the work into the Board's specifications may be assessed against a Unit Owner. If any person shall do exterior maintenance without prior written approval by the Board which either damages or causes additional expense for maintenance of the Common Elements, they may also be subject to a special assessment for such expense and other remedies available to the Board.

**B. Planting by Residents.** Unit Owners may not remove existing trees, shrubbery, grass or do any planting in grass areas or grounds maintenance without the express written consent of the Board of Managers. The Board may allow residents to plant or do certain grounds maintenance such as trimming, watering, or weeding of the Common Elements immediately adjacent to his Unit only under the rules and regulations adopted by the Board, provided that:

(1) Nothing shall be attached to the buildings, patios, porches, or fences of the Condominium, and no vining plants shall be allowed to climb building walls, balconies, or fences, without the prior written approval of the Board. (2) The Board and its agents shall not be responsible or liable for any damage to privately installed plantings caused by the groundskeeper and contractors. (3) The Unit Owner who does the planting shall be responsible for the care and maintenance of the planting, unless the Board has agreed in writing to undertake the care and maintenance of the planting. (4) If any owner fails to take proper care of any planting, or allows weeds to grow in any planted area, including flower gardens, the planting may be trimmed, weeded, or destroyed by direction of the Board, at owner's expense. (5) Upon proper notice, a special assessment to pay for maintenance or removal of any planting, may be assessed if the planting has been done without prior permission of the Board, or the person has failed to care for, or remove the planting after written notice. The Board may also assess a fine for non-compliance with its written notices under this section.

**Section 17.6: Purchase of Materials:** The Board may purchase and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration and By-Laws, or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of these restrictions.

**Section 17.7: Discharge of Liens:** The Board may pay any amount necessary to discharge any mechanic's lien or other encum-

brance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners and enforceable as herein provided for the assessment for Common Expenses.

**Section 17.8: Maintenance of Units:** The Board may provide for maintenance and repair of any Unit, if it deems such maintenance or repair to be necessary, in the sole discretion of the Board, to protect the Common Elements, other Units, any other portion of a building, or to keep the Condominium a first class residential community, and after the Unit Owner or owners of said Unit have failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board. The Board shall levy a special assessment against such Unit Owner for the cost of such maintenance or repair, and the special assessment shall be enforceable in the same manner as herein provided for the assessment for Common Expenses.

**Section 17.9: Access to Units by Easement:** The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible, or to remove or correct violations. It may likewise enter into any patio area, balcony, porch, basement or other areas for maintenance, repairs, construction or painting. Such entry shall, when possible, be made with as little inconvenience to the Unit Owner as practicable, but when necessary, to protect the Unit, other Units, or Common Elements from further damage, to remove any violation, or due to refusal of the Unit Owner to allow entry to the Unit, access may be gained by force, even if such force causes damage to the Unit. The Board shall not be responsible to pay for the damage to a Unit caused by its forced entry in such situations, unless such entry was done on an emergency basis solely for the benefit of the Association or other Unit Owners.

**Section 17.10: Utility Easements:** The Board shall have the power to establish, grant, accept, continue and dedicate easements (including easements for utilities, cable T.V., sewers and recreational facilities both on and off the Property) in addition to any shown on the Plat(s) and for this purpose, the Board is hereby constituted Attorney in Fact for the Unit Owners to execute all documents necessary to carry out the terms of this provision.

**Section 17.11: Approval of Modifications:** The Board shall have the power to permit or deny a Unit Owner the right to construct modifications to his Unit or its Limited Common Elements, appurtenant to the Unit, provided that the decision of the Board to approve or disapprove any proposed modification shall be conclusive. Modifications which affect the Common Elements or Limited Common Elements of the Condominium must be approved in writing by the Board before any construction or installation can be started. This includes all such modifications on the interior of the Unit, if the modification affects or is connected to the structural components of the building or any Common Elements running through the Unit. This includes but is not limited to, modifications or replacement of patios, fences, fireplaces, roof mounted ventilators, railings, new windows with frames, storm windows, storm doors, greenhouse windows, patio and deck extensions, porches, spotlights, skylights, carports, etc. (This does not include such of the above items that were included with the Unit as originally built by Developer, which shall always remain as part of the Unit.)

A. All requests for modifications must include a detailed sketch of the project, specifications of the dimensions and materials to be used. The Unit Owner shall be responsible for obtaining all building permits and approvals from the City of Brentwood and other governmental agencies. The Board, in its sole discretion, may approve, disapprove or require amendment of any plans submitted to it.

B. For approval of all modifications, the Unit Owner may be required to enter into a written contract with the Board, and in all events the Unit Owner and his successors shall assume full responsibility for the maintenance of the modifications. At the discretion of the Board, the contract for modification may be recorded with the Recorder of Deeds in St. Louis County.

C. Sufficient notice must be allowed in order to give the Board time to investigate and process all requests. The Board shall have no duty to act upon applications within any particular time period.

D. All applications for permission to modify a Unit must be accompanied by a reasonable fee set by the Board. This fee will cover or defray clerical and office expenses, administrative and recording fees with the St. Louis County Recorder of Deeds. For major modifications, a fee may also be charged to pay for consultation fees with engineers and other experts. The Board shall have the discretion to waive the fee for small projects.

E. The Board shall have the Right to make a final inspec-



tion of all construction for any modification and the Unit Owner shall be responsible for correcting any deficiency found by the Board before final approval is granted.

F. Any owner violating this section may be required to remove, replace or fix the offending modification at his own expense, may be assessed for any damages it caused, and may be subject to a fine, if he refuses to correct or remove the modification.

G. The Unit Owner and his successors shall be responsible for permanently maintaining any modification to a Unit or Limited Common Elements, unless the Board has agreed to undertake such maintenance in the original modification agreement. If the Board should do any maintenance or repair to the modification, it may make a special assessment for the cost of such maintenance.

**Section 17.12: Statement of Unit Owners Account:** Upon ten business days written notice and payment of a reasonable fee as designated by the Board, the Board shall furnish to a Unit Owner a statement of his account, setting forth the amount of any unpaid assessment or other charges due and owing from such owner.

**Section 17.13: Power to Adopt Rules and Regulations:** The Board may also promulgate any administrative rules and regulations and such other reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation, beautification and protection of the "Common Elements" and "Units" for the health, comfort, safety and general welfare of the Unit Owners and occupants of said property. Rules shall become effective upon distribution by booklet as a flyer distributed by mail or hand delivered to Units, upon publication in a news letter, or other method which is reasonably calculated to notify Unit Owners and other residents. Lack of knowledge of any rule or regulation shall not excuse any violation.

#### **ARTICLE XVIII: OCCUPANCY AND USE OF UNIT**

**Section 18.1: Occupancy:** Each Unit shall be used solely for a single family residence and shall be occupied only in compliance with the ordinances of the City of Brentwood, Missouri and not for other purposes, including but not limited to business, commercial, hotel, or transient purposes.

A. Single Family Residences. Occupancy of the Unit shall be limited to the Unit Owner and his close family members, a tenant and his close family members, or a total of no more than three unrelated roommates, but in no event may the total number of residents exceed the number permitted by the City of Brentwood.

B. Office Use. Residents are allowed to work out of their Unit only so long as no goods, products, supplies, or materials are regularly delivered to the Unit, and so long as clients, customers, suppliers or others do not regularly call on the Unit, and that no manufacturing, experimenting or commercial storage is done in the Unit. No other business use of any type may be conducted in any Unit.

C. Transient and Hotel use. No Unit shall be used to house any persons (other than house guests) not intending to stay for at least two (2) full months. Units are not to be used to house the Unit Owner's employees or other business associates for short duration, and no Unit Owner shall regularly charge a fee for occupancy of the Unit in less than one (1) month increments. No Unit shall be subdivided into more than one (1) living Unit.

D. Sales from Unit. No Unit shall be regularly used for garage sales, moving sales, flea markets, or other sales of personal Property. Each Unit may have no more than a total of two (2) such sales per calendar year, and such sales must be conducted only during hours so as not to disturb other Unit Owners and only after giving the Board prior notice that a sale will be held.

E. All Unit Residents Subject to Declarations, By-Laws, Rules and Regulations. Anyone residing in or visiting any Unit shall be subject to the Condominium's Declaration, By-Laws, rules and regulations, and the Unit Owner shall be responsible for making sure anyone, including his family, roommates, tenants, guests and invitees follow them. Anyone violating this section may subject the Unit Owner, the tenant and Unit to a fine and may be removed from the Unit or Common Elements temporarily or permanently by suit or by physical removal, as well as other remedies available to the Board.

#### Section 18.2: Maintenance of Units:

A. Decoration of Units. Each Unit Owner shall furnish and be responsible for, at his expense, all of the decorating within his own Unit from time to time, including painting, wallpapering, as well as cleaning, repair and replacement of walls, ceilings, floor coverings, draperies, window shades, windows, window screens, curtains, lamps and other furnishings and other interior decorations and fixtures. The exterior of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of such respective Unit Owner, unless the Board elects to do so as a Common Expense. The use of and the covering of the interior surfaces of such windows, whether by draperies,

shades or other items visible on the exterior of the Property shall be subject to the rules and regulations of the Board.

B. Maintenance, Repair and Replacement of Units. Each Unit Owner shall furnish and be responsible for at his own expense all of the maintenance, repairs and replacements within his own Unit, including, but not limited to, all maintenance, repairs and replacements of refrigerators, ranges, washers, dryers, lighting fixtures, plumbing, air conditioning equipment, heating equipment, other kitchen appliances and gas meters, electrical meters, as well as the wallboard, paneling, wallpaper, paint, tile, carpeting, other finished flooring materials, ceilings, doors and windows. The Board shall only be responsible for the repair or replacement of such damage to the extent the perils are insured against by the Board. Each Unit Owner shall keep his Unit in good order and repair, shall maintain sufficient heat to prevent pipes in the building from freezing, and shall do nothing to impair the structural integrity of the building.

C. Emergency Repairs to Unit. Each Unit Owner shall be deemed to have delegated to the Board the right to make emergency repairs or restore heat to his Unit without prior notice and to have agreed to pay for the reasonable cost of making such repairs, if the emergency repair was necessary to avoid, or reduce damage to his Unit, other Units, or the Common Elements. Such costs may be assessed as special assessments against the Unit Owner.

**Section 18.3: Peace Disturbance and Nuisance:** Any person who is a resident or guest of a condominium Unit shall conduct themselves in a manner so as not to disturb the peace of other residents. The Board in its sole discretion shall have the right to take any action, or decline to take any action for violations of this section that it deems advisable and shall not be liable for using its discretion to act or not to act. The Board's determination not to act shall not prohibit a Unit Owner from taking other action under city ordinances, or by private suit for violations of this section.

A. Noise. Making loud noises by yelling, playing a stereo, T.V. or musical instrument, pets, parties, or by any other means in such a manner that the noise is clearly audible in another Unit which would disturb the peace of a reasonable person is prohibited.

B. Parties. Having a party on the general Common Elements without prior written authorization of the Board is strictly prohibited. All use of drugs, or any use of alcohol by persons under the legal drinking age is prohibited. All parties in Units must be small enough so as not to unreasonably burden traffic,

parking, or other facilities in the immediate area.

C. Trash. Leaving trash or garbage on any of the Common Elements, except during trash pick-up periods as designated by the Board is prohibited and must be left in approved containers. Allowing foul odors to emit into the Common Elements, or into other Units, is prohibited.

D. Illegal Activity. No illegal activity shall be carried on in the Units or on the Common Elements, and any such activity may subject the Unit Owner to the remedies available to the Board as provided in the Declaration.

**Section 18.4: Pets:** No more than two (2) pets, including any combination of small dogs, cats, birds, or other household animals (not including fish) will be allowed in Units. Any Unit Owner who desires to (temporarily or permanently) keep any pets (except fish), must first make written application on a form provided by the Board. The Board may require a reasonable fee to accompany the application. All pets on the condominium premises prior to the 31st day of August, 1985, shall automatically be approved, if the owner makes application as designated by the Board prior to that date (unless the pet has previously created a nuisance).

Approval of all dogs (except those present prior to August 31, 1985) shall be subject to the Board making a determination that the breed of dog for which a Unit Owner is seeking approval does not normally exceed a maximum weight of 40 pounds when full grown. The Board shall further have the right to reduce the maximum weight of dogs by rule or regulation, so long as the rule or regulation affects only dogs which were not previously approved.

A. All pets must be kept only inside the Unit and not on the patios, porches or balconies or on other Common Elements of the Condominium and no chains, runs, cages, or houses may be kept in such areas. No pets may be allowed to roam free on Common Elements and the Unit Owner shall be responsible for immediately picking up and disposing of any animal feces deposited on the Common Elements. Pet owners must also obey all leash laws.

B. No Unit Owner shall be allowed to keep any dangerous or vicious pets, wild animals, or livestock. No warnings need to be issued before the Board directs that any such animals be permanently removed from the Condominium. (A pet shall conclusively be determined to be dangerous or vicious upon biting or seriously clawing any person if such action was not clearly provoked).

C. Any pet which has been found to have been in violation

of this section, has been found to be dangerous or vicious, or has been a nuisance by reason of noise or odor shall be immediately and permanently removed from the Condominium Unit and Common Elements, upon request of the Board.

D. Failure to follow this section may subject the Unit Owner or tenant to a fine, as well as other remedies available to the Board, including but not limited to physically removing the animal and turning it over to proper authorities for destruction.

**Section 18.5: Sale or Lease of Units:**

A. The Board must be given thirty (30) days' notice of a Unit Owner's intent to sell or lease the Unit. Such notice must include any Purchaser's or lessee's form designated by the Board to be completed by both the Unit Owner and the buyer or tenant, and a copy of this form must then be returned to the Board with a reasonable administrative fee which shall be set periodically by the Board, to be used to defray clerical and office expenses involved with the transfer. The purpose of this notice is to assist the Board of Managers in the collection of past due assessments and shall not be considered as a right of the Board to prevent or delay any conveyance of a Unit.

B. The Unit Owner shall be responsible for delivering a copy of the Declaration, By-Laws, policies, rules and regulations to the new Unit Owner or tenant, and the new Unit Owner or tenant shall be responsible for knowing and following all of the above requirements immediately upon purchase of the Unit. If the Condominium Association is requested to provide a copy of the Condominium's handbook, Declaration, By-Laws, policies, rules and regulations, or other information not generally distributed by the Board, it shall have the right to charge an additional reasonable fee set periodically by the Board for such materials.

C. Anyone renting, leasing or subleasing any Unit does so subject to all of the provisions of the Condominium's Declaration, By-Laws, rules and regulations, and the breach of any of the provisions contained therein shall be a breach of the lease, or rental agreement, and may subject the lessee, tenant, or any other individual to immediate termination of his lease or of tenancy by the Board and/or by the Unit Owner. The Board and/or the Unit Owner shall not have any liability for such termination. The Board shall have the right to maintain an eviction action against any tenant for any breach or violation of the above provisions, in its own name and the attorney's fees and costs shall be assessed against the tenant and Unit Owner if the Unit Owner shall fail to file and prosecute such suit within ten (10) days of receiving notice from the Board.

D. Any violation of this section shall subject both the Unit Owners and the tenants to a fine, as well as other remedies available to the Board, including eviction suit.

#### ARTICLE XIX: COMMON ELEMENTS

##### Section 19.1: Personal Property on Common Elements:

A. Nothing, including but not limited to clothes, laundry, trash, toys, bikes, furniture, dog houses, storage sheds, or other objects, may be kept or stored on the general Common Elements except in designated storage lockers or rooms without the prior written permission of the Board.

Any violation of this section may subject the Unit Owner to a fine, as well as other remedies available to the Board, including physical removal and disposal of the offending item.

##### Section 19.2: Parking and Driving on Common Elements

A. General Parking Areas. All Common Elements designated as general parking areas are solely for the personal use of Unit Owners, their families, guests and tenants to park cars. No boats, trailers, campers, R.V.s, trucks, vans, commercial vehicles, or other vehicles larger than passenger cars may be parked on the general parking areas. (Such vehicles may be temporarily parked occasionally for loading and unloading so long as they remain for no more than 24 hours and are not regularly parked on the general parking areas and do not create a hazard or nuisance). For the purposes of this section, small vans and pick-up trucks rated at 3/4 ton capacity or less shall be considered as passenger cars and not be in violation of this section, so long as they have no commercial lettering on the outside. Commercial vehicles are allowed to park short-term only when making service calls, doing construction work, or on condominium business.

B. Special Limited Parking Areas. The carports and any other areas designated as special limited parking areas designated by the Board, shall be considered as Limited Common Elements only for the use of the Unit(s) as assigned by the Board. Any vehicle parked in such a space or carport which is not assigned to that owner of that vehicle may be subject to immediate towing at the expense of the vehicle owner. The Board may create or abolish special limited common parking areas which may be taken from the general common parking areas, or built on other Common Elements, as it deems in its sole discretion to be advisable. Such parking areas may be reserved for the use of particular Units, for handicapped parking, or for parking of vehicles which are not allowed in the general common parking areas

as designated by the Board. The Board may require a fee for the use and/or construction of special limited parking areas. Unless specifically exempted by the Board in writing, all vehicles in special limited parking areas shall be subject to the same rules and regulations as vehicles in general parking areas. No special limited parking areas (other than carports) may be leased by a Unit Owner.

C. Carports Units. The Board shall have the sole discretion whether to permit Unit Owners to cause a carport to be constructed over a special limited common parking area assigned to the Unit under subsection B above. The plans and location of such carports shall be approved in the same manner as applications for other modifications. The Board may require the Unit Owner to pay a fee to compensate other Unit Owners for the loss of use of such areas, which fee shall be added to the general reserves of the Condominium. Carports shall only be used for parking of vehicles pursuant to the rules and regulations approved by the Board. The right to the use of a carport must be sold with the Unit to which the carport Unit is assigned. The Board may remove carports only upon paying the Unit Owner who has the right to use such carport, the reasonable value of such carport as determined by an independent appraiser hired by agreement of the Board and Unit Owner (except those carports built prior to August 1, 1985, may only be removed upon the terms and conditions agreeable to the Unit Owner who owns the carport and the Board). A Unit Owner may lease his carport only to another Condominium resident. The maximum period of any such lease shall be one year, but nothing shall prohibit a Unit Owner from renewing a lease each year. Separate special assessments to pay for maintenance and repair of carports may be assessed against the Unit Owner granted the right to use the carport Unit. Owners of carport Units shall not be entitled to cast any vote. The Board in its discretion may rescind any subdivision of Property already designated as carport Units, and may file and amend from time to time an exhibit which sets forth carports or other special limited parking areas.

D. No Parking Zones. The Board may designate any portion of any street or other area which is part of the Common Elements of the condominium as a "no parking zone" in its sole discretion, and upon posting, any vehicle parked in an area posted "no parking" shall be subject to **immediate** towing at the vehicle owner's expense without notice, and to all of the other remedies available to the Board.

E. Damages, Unlicensed, and Inoperable Vehicles. No vehicle which is not in operating condition or which because of mechanical or other defect (i.e., flat tire, severe body damage, rust, broken windows, open trunks, unlicensed, not currently

inspected, leaking gas or oil, etc.) which constitutes a nuisance or eyesore, in the sole opinion of the Board, shall be parked or left in general or special parking areas.

F. No Repair or Sale of Vehicles. No repair to any vehicle not owned by a condominium resident will be allowed on any of the Common Elements. No resident shall make repairs on his own vehicle (except that residents may make minor repairs or do maintenance on their own vehicles, so long as the repair or maintenance takes less than two (2) hours and does not cause damage to Common Elements), and no vehicle shall be parked or left in the general or limited parking areas for the purpose of being offered for sale without the prior written consent of the Board.

G. Fines and Towing. Any vehicle which is in violation of this section shall be subject to a fine set periodically by the Board for each day the violation continues or is renewed and may further be subject to towing, storage and disposal at the owner's expense.

H. Continued Violation. The Unit Owner or tenant may also be subject to an additional fine, if any violation of this section shall continue for more than thirty (30) days after the initial notice of violation has been sent in addition to the other remedies available to the Board.

I. Disposal of Vehicle. Any vehicle which is towed and stored for over thirty (30) days will be deemed abandoned by the owner and may be sold or otherwise disposed of by the Board.

J. Appeal. Anyone who wishes to appeal, or to request a hearing on any parking violation shall give notice in the same manner as under the Section 21.5 on appeals, but the vehicle may still be towed if not removed during the appeal period. Any fine which remains unpaid shall constitute a lien against the Unit which the vehicle owner or user is living or visiting.

**Section 19.3: Limited Common Elements:** Certain of the Common Elements which are designated or may in the future be designated for the use of one or more Units but less than all Units, such as balconies, porches, patios, decks, storage areas, fences, greenhouses, greenhouse windows, certain other Unit modifications encroaching on the Common Elements, special parking areas, carports, common hallways, common basements and other similar areas shall be considered to be Limited Common Elements. The Unit Owner or Unit Owners granted the use of such areas shall have the exclusive right to use such Limited Common Elements and special assessments may be made by the Board to pay for, or accumulate reserves to pay for maintenance, repair, and replacements of such Limited Common Elements. Unless specifical-



ly prohibited by the Declaration or By-Laws, the Board shall have the right to abolish, modify or reassign Limited Common Elements. All Limited Common Elements shall be kept in a neat and clean condition by the Unit Owner.

A. Balconies, Porches, Decks, and Patios. The use of these areas shall be limited to the Unit to which they are attached. The balconies, porches, decks, and patios shall be used only for the purposes intended and shall not be used for storage of appliances or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the Unit without prior written permission of the Board. None of these areas shall be kept in a messy or disorderly condition or used for storage of items not directly associated with normal use of such areas. The Board may require removal of rusty furniture, rusty bar-b-que pits, dead plants, or other objects that detract from the appearance of the project. Any damage to such areas caused or made worse by use of a bar-b-que pit, or due to excessive weight placed on such areas shall be repaired at the expense of the Unit Owner. The Board shall have the power to make further rules and regulations regarding the use of the areas described in this section.

B. Special Parking Areas. Special parking areas as designated by the Board shall be Limited Common Elements and shall be subject to the provisions of Section 19.2 above, as well as other provisions of this section.

C. Carport Units. Carports as identified in Section 19.2(c) shall be considered to be Limited Common Elements and shall be subject to this section.

D. Gardens and Plantings. Such Limited Common Elements shall be subject to the provisions of Section 17.5(B), as well as the provisions of this section.

#### ARTICLE XX: ASSESSMENTS

**Section 20.1: Regular Assessments:** The Board shall have the power to set and collect regular assessments as follows:

A. Each year on or before October 1, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, service, supplies and any other work which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and the replacements, and shall on or before December 15 notify each Unit Owner in writing as to the amount of such

estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. On or before January 1 of the ensuing year, and the 1st day of each and every month of said year, each Unit Owner shall be obligated to pay the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year, actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

B. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, which shall be assessed to the Unit Owners according to each owner's percentage of ownership in the Common Elements, the Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective commencing with the monthly maintenance payment which is due next following the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

C. The first estimate of the total amount necessary to pay for all services, materials and other items required for the operation of Brentwood Forest Condominium by the Board of Managers shall be made by Developer as of the date the Declaration of Condominium for Brentwood Forest Condominium is filed. With respect to display Units owned by Developer, Developer shall pay fifty percent (50%) of the percentage of ownership in the Common Elements attributed to said display Unit until such Unit is sold by Developer or two years from date of filing the Declaration, whichever is less. With respect to Units which are completed and which are to be sold by Developer, the Developer shall pay fifty percent (50%) of the assessment which would ordinarily be assessed against such Units until such Units are sold by Developer; provided, however, Developer shall pay the full assessment for any Units completed but not sold within two (2) years from the date of completion. Purchasers of Units from the Developer shall pay monthly assessments from the date of purchase to the end of the year that such purchase was made based on the monthly assessments paid by other Units of the same or similar square footage in the same classification during that year. Adjustments in percentages of ownership shall only be made on an annual basis during the period when Units are being added to the Condominium. For each plant which subsequently becomes subject

to this Declaration, By-Laws and Regulations in the future as set out in said documents, the payments and the procedures for the additional Units shall be the same as set forth in this section.

D. When the first Board elected hereunder takes office, the Board shall determine the "estimated cash requirements," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in paragraph (a) of this section.

E. The failure or delay of the Board to prepare or serve the annual or adjusted estimate of the Unit Owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

F. The Board shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner thereof duly authorized in writing, any mortgagee, or any governmental agency or corporation insuring any mortgage on a Unit, at such reasonable time or times during normal business hours as may be requested by the Unit Owners.

G. All funds collected hereunder shall be held and expended for the purpose designated herein.

**Section 20.2: Proportionate Share of Expenses to be Paid by the Regular Assessments of the Units:** The approximate square footage of each Unit shall be used to determine both the proportion of ownership each Unit shall have in the Common Elements, and the proportion of the total yearly condominium budget to be paid by each Unit. For the purpose of simplifying the administration, bookkeeping, and other functions of the Condominium Association, the Developer shall have the right to place Units with a similar amount of total square footage in the same classification, so long as no Unit in any classification has more than 80 square feet more than any other Unit in the same classification. The Developer may also take into consideration the number of bedrooms and other factors which the Developer believes may make the maintenance of the Unit more expensive than Units of similar size in making the determination of which Units should be

placed in each classification. In no event may the Developer make any classification where any Unit shall pay a higher assessment than any Unit which has more square footage than that Unit. Special assessments for carport Units shall be considered as special assessments under subsection 20.3(D).

**Section 20.3: Special Assessments:** The Board may assess and collect special assessments, and such assessments shall be subject to the same provisions regarding collection as for general assessments:

A. Special Assessment of Certain Unit Owners for Repair of Damage. The Board may impose a special assessment against one or more Unit Owners to repair or replace any damage caused by the Unit Owner, his family, tenants, guests, and invitees to his Unit, other Units, any common element, or other Condominium Property. Such assessment shall be for the purpose of reimbursing the Condominium Association for all of its costs for materials and labor, for fixing the damage caused, as well as for consultation with engineers, attorneys or others.

B. Special Assessment of All Unit Owner for Capital Improvements or Replacements. If the Board determines that any capital improvement or replacement or repair needs to be made and that the current budget or reserves designated for such purpose are not adequate to pay for such item, and to pay for all other items which the Board determines to be necessary to keep the Condominium a first class residential Community, the Board by a 2/3 majority may vote to impose a special assessment against all Units in proportion to each Unit's overall percentage ownership in the Condominium as calculated herein and as recorded on Exhibit C to the Declaration, provided that no such assessment may commence earlier than sixty (60) days after the Board first sends notice of such special assessment. Such assessment may be made as a single installment or as several monthly installments at the discretion of the Board, so long as no Unit Owner shall be required to pay a special assessment under this subsection which is greater than the regular assessment charges in the same month.

C. Special Assessment of Fine. If any Unit Owner, his family, tenant, guest or invitee shall violate any of the provisions of the Condominium's Declaration, By-Laws, rules, or regulations, the Board may impose a fine for such conduct. All such fines shall be assessed on the basis of a standard fine, or standard fine schedule which may be adopted and published periodically by the Board. The purpose of the fine shall be to punish the offender for his conduct, and to encourage future compliance of the individual. No fine shall be assessed until the violator shall have had the opportunity for a hearing before the Board. At least twenty (20) days' notice of the hearing

shall be given to the violator, which notice shall set out in reasonable detail the violation alleged. Such fines shall be personal obligations of the persons guilty of the violation, but if unpaid for more than 20 days after finally imposed (after the expiration of the appeal period or after the final appeal of the decision) shall be delinquent and shall also constitute a lien against the Unit owned by the Unit Owner under whose authority the person causing the violation was in the Unit, or on the Common Elements of the Condominium.

D. Special Assessment for Limited Common Areas. The Board may impose a special assessment on one or more Units, but less than all Units, to pay for maintenance, repair or replacement of Limited Common Elements which benefit less than all of the Units. Such assessments may be collected on a regular basis in the same manner as general assessments. All special assessments collected under this subsection as reserves for future repair shall, only for accounting purposes, be placed into one or more special Limited Common Element funds, and shall not be used for any different purpose. Special assessments collected to pay for maintenance, repair, or replacement of carports shall be deposited into such funds. At the Board's option, maintenance, repair and replacement of other limited common areas such as patios, porches, balconies, hallways, special limited parking areas, exterior modifications of Units, and other Limited Common Elements may be funded by special assessments under this subsection or by the regular assessments.

E. Special Assessment of Fees. The Board has been granted the right to collect fees, and if such fees remain unpaid may be collected by the same methods as all other assessments.

**Section 20.4: Liens and Late Charges:** If any Unit Owner fails or refuses to make any payment of the regular assessments, special assessments, fines, fees and late charges when due, the amount thereof, together with a later charge which shall initially be Ten Dollars (\$10.00) per month, which becomes due on the tenth day of the month in which the payment of any of the above becomes due and which amount may be changed periodically by a majority vote of the Board, without necessity of amending the By-Laws, shall constitute a lien on the interest of such Unit Owner of the Property, and upon the recording of notice thereof by the manager or the Board, shall be a lien upon such Unit Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such owner recorded prior to the date such notice is recorded which by

law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the Common Expenses herein provided may from time to time request in writing a written statement from the manager of the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance and unless the request is complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

**Section 20.5: Foreclosure of Liens:** The lien to secure payment of all assessments for Common Expenses established under this article shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all other Unit Owners, and may be foreclosed by an action brought in the name of the Board, in like manner as a mortgage of real Property, as provided in Section 443.190-443.310 of the Act and the Board may collect its reasonable attorney's fees, and costs, in addition to the amount of its liens.

**Section 20.6: Suits to Collect Assessments:** Suit to recover unpaid regular assessments, special assessments, fines, late charges, as well as reasonable attorney's fees, may be brought by the Board without foreclosing or waiving the lien securing same.

**Section 20.7: No Waiver of Assessments:** No Unit Owner may waive or otherwise escape liability for the assessments provided for in this article by non-use of the Common Elements or abandonment of his or her Unit.

**ARTICLE XXI: VIOLATIONS OF DECLARATION, BY-LAWS, RULES AND REGULATIONS OF THE CONDOMINIUM**

**Section 21.1: Delegation of Authority to Enforce Declaration, By-Laws, Rules and Regulations** The Board may, if it so desires, delegate on a case by case basis, or as a matter of general policy, its power to investigate, hear appeals and otherwise enforce violations of the provisions of the Condominium's Declaration, By-Laws, rules and regulations to any manager or agent employed by it, or to a violations committee of residents appointed by the Board, or to any private arbitration service employed by the Board. The Board may also in its own discretion decide that a certain violation requires direct action by the Board, in which case the Board may at any point in the proceeding for any violation take jurisdiction of any such matter. In no event shall anyone other than the Board have authority to file

suit on behalf of the Board regarding any violation; provided, that any Unit Owner may file suit individually against the Board or any other Unit Owner. In regard to all other matters, the final determination of the violations committee or arbitration service employed by the Board may be affirmed or overturned on the written record and evidence required by the Board and shall thereafter become a final determination, so long as the violator had an opportunity (pursuant to the requirements set forth regarding the appeal period) to be heard in person by those designated by the Board to conduct such hearings.

**Section 21.2: Investigation and Imposition of Penalties:** Upon alleged violation of the Condominium's Declaration, By-Laws, rules and regulations, the Board or its designee shall investigate the allegations and make a preliminary determination regarding whether a violation exists. No particular method or procedure needs to be followed in any investigation, and the Board shall not be liable for collecting or relying on any information obtained in the investigation which later turns out to be inaccurate or false.

**Section 21.3: Notice of Violation:** After the investigation, if a violation is found, the Board or its designee make take and impose any one or more of the following penalties and/or actions as set forth in Section 21.4 below upon sending a proper notice. The notice of a violation shall contain a statement of the alleged violation, and a statement of the penalty or penalties to be imposed, a summary of the appeal and hearing process, and the final date by which an appeal statement must be filed. The statement and notice of violation must be delivered either by hand or by regular mail to the Unit where the offending party or the Unit Owner under whose authority the offending party is on condominium Property resides, and another copy shall be delivered to the last known address of the Unit Owner, if the Unit Owner has previously sent the Board written notice that he does not reside in the Unit and given an alternate address to send notices (unless the particular provision violated should provide for a different type of notice). In the event suit is filed, the service of summons shall always be proper notice under this subsection, and no previous notice is required.

**Section 21.4: Available Remedies:**

A. Warnings. The Board or its designee may send out a notice of violation with a warning that if such violation continues after the date set forth on the notice, or if such violation should occur again, that other penalties will be imposed.

B. Fines. The Board or its designee may send notice of violation with an imposition of fine pursuant to the fine sched-

ule previously adopted by the Board. All fines shall be considered special assessments which shall be due and payable thirty (30) days after the fine notice is sent, (if not appealed), or twenty (20) days after final disposition of any appeal.

C. Special Assessment for Damage. If the violation is related to any damage to the Condominium's Common Elements or personal Property or damage to the Unit or to another Unit, the Board or its designee may send out a notice of violation with an imposition of a special assessment requiring the violator to pay part or all of the damage caused. This special assessment is the special assessment set out in this instrument and may include the reasonable attorney's fees incurred in consulting with an attorney regarding sending the original notice necessitated by the violation.

D. Suspension of the Violator's Right to Use Certain Common Recreational Facilities. The Board or its designee may send out a notice of violation suspending the right of any Unit Owner, tenant, or other Condominium resident to use any, or all of the Condominium's recreational facilities, including but not limited to the pool, clubhouse, tennis courts, park areas, lake or special parking areas. This notice of suspension shall set forth the time period of the suspension, which may be for (1) a specific period of time, (2) for a period of time until the violation is stopped, (3) for a period of time until all assessments, fines and attorney's fees are paid in full. Suspension of a Unit Owner's right to use recreational facilities may also be made for non-payment and/or delinquencies of any regular or special assessment. Suspensions of up to one week pursuant to Article XXII shall not be subject to the provisions of this section or other sections of Article XXI regarding notices, hearings and appeals.

E. Removal or Correction of the Violation. The Board or its designee may enter into any Unit or Limited Common Element to correct or remove any violation. This may be done in situations the Board considers to be an emergency, without any prior notice being given, or only after written notice in a non-emergency situation. In conjunction with this action, the Board may also make a special assessment to pay for the costs of removal or correction of the violation as well as other remedies available to the Board.

F. Injunction Suit. The Board may file a suit asking the court to enjoin the violation, and if successful, recover the cost of the suit and the Condominium's reasonable attorney's fees and any punitive damages which the court may in its sole discretion assess against the defendant(s). The Board shall have sole discretion to decide whether to send a notice of violation prior



to filing such a suit depending on the nature of the violation.

G. Suit for Judicial Sale of the Unit. The Board may file suit seeking judicial sale of the Unit occupied by any violator and upon obtaining judgment, recover the costs of the suit, reasonable attorney's fees, together with the cost of the sale, all of which shall be taken from the proceeds after payment of prior encumbrances. No prior notice of such suit is required to be given by the Board.

H. Foreclosure Suit. The Board may file a foreclosure suit to collect any and all regular assessments, special assessments, late fees, fines, lien costs, court costs, foreclosure sale costs, and reasonable attorney's fees. Such suit shall be conducted under the same procedures set forth in the statutes of the State of Missouri for judicial foreclosure of mortgages, unless a specific statute for foreclosure on Units for unpaid assessments is adopted.

**Section 21.5: Appeals:** The alleged violator and/or the Unit Owner who has received a notice of violation shall have ten (10) days from the date the notice was sent, to send the Board a written appeal statement. The appeal statement shall be deemed delivered on the date postmarked or on the date it is hand delivered to the Condominium office (only during office hours). No particular form is required for the appeal statement, but it should contain specifics regarding the alleged violation, or a statement giving details regarding any correction or removal of the violation, any other proposals to settle the violation, and a request for hearing in person, if desired. If no timely appeal statement is received, the notice and any penalty set forth in that notice shall be final on the eleventh day after sent.

**Section 21.6: Hearing and Final Determination:** If no appeal is made to a notice of violation within the time limit set forth, it shall be final without further determination of the Board. Upon receiving the notice of appeal, the Board shall hold a hearing, if one is requested in the notice of appeal, or if the Board determines that questions or disputes still remain regarding the facts regarding the violation. The hearing may be held before the Board, its violations committee or an arbitration service employed by the Board. The rules of evidence shall not be in effect at the hearing and written statements, affidavits, and letter may be used at the hearing (but must be shown to all persons involved).

The pending of the appeal shall not stay removal of any violation or stay the filing of a injunction suit, if the Board determines that the violation is of such a nature that immediate correction is needed. All other available remedies available to

the Board are stayed until a final determination on the appeal by the Board. After a report and recommendation of disposition of penalties have been made, by those designated by the Board to handle the appeal and/or after the Board has reviewed all information available, it shall make a final determination on appeal, which shall be final and notice of the decision shall be sent to the offending party.

**Section 21.7: Limitation of Liability for Determinations of Violations:** The Board shall have no liability for failing or refusing to prosecute a violation of the Declaration, By-Laws, rules or regulations, since the method and manner of administration of the Condominium is within the sole discretion of the Board. A Unit Owner's remedy for any failure or refusal of the Board to act shall be to seek removal of the Board member or members pursuant to these By-Laws and/or to file suit against the violator. So long as the Board or its designee is not acting maliciously, or with wanton or reckless disregard of its duties, the Board or its agents, and the Condominium Association shall not be liable for actual damages or attorney's fees which any Unit Owner or tenant may suffer if a court of competent jurisdiction determines that the finding of a violation by the Board was erroneous. This provision shall in no way abrogate or diminish the responsibility of any insurance carrier from defending or paying claims or suits against the Board or its agents.

#### **ARTICLE XXII: RECREATIONAL FACILITIES**

**Section 22.1: General Statement:** The Board may promulgate rules and regulations relating to the use of the Common Elements and facilities, including swimming pools, parks, lakes, clubhouses, tennis courts, other recreational facilities, and any other similar facilities, if any, and may limit the use of the same to Unit Owners, tenants, their families, guests, and invitees. The Unit Owners and tenants of the Units shall have the right to use the recreational and laundry facilities pursuant to the rules and regulations set forth in these By-Laws and as may be adopted in the future by the Board regarding each category of the recreational facilities. Any Unit Owner or tenant who has not paid any general assessment, special assessment, late fee, administrative fee, recreational fee, fine, deposit, or interest may be denied the use of any, or all of the Condominium's recreational facilities. The Board may delegate the authority to enforce the By-Laws, rules and regulations of the recreational facilities to any of its agents, committees or other groups set up by the Board. Anyone assigned to supervise any recreational facility may suspend the right of anyone breaking the rules of that facility for up to one (1) week without necessity of going through the procedures set forth in Section 21.3, 21.4, 21.5 and 21.6.

**Section 22.2: Clubhouses and Recreational Buildings:**

A. General Use. The Board may open a clubhouse or a portion thereof to be used by residents and their guests for general use during hours it designates, but no large parties, meetings, or gatherings may be held during such hours without special written permission of the Board.

B. Rental. After normal recreation hours, the clubhouses and other recreational facilities (including pools) may be rented out at the discretion of the Board, when it is not being used for Condominium activities, only for use by the Condominium Unit Owners, and the tenants of Unit Owners, to hold meetings, parties or other functions. The Unit Owner or tenant may be required to complete a rental agreement form and pay any rental fee and deposit which may be set periodically, or on a case by case basis by the Board.

(1) The Board or its designee may approve or disapprove any application and require different rental fees and deposits for different types of activities, depending on the size of the crowd, the type of activity, and depending on the applicant's status as an Unit Owner or tenant.

(2) The applicant shall be responsible for making sure that all persons in attendance follow all provisions of the Condominium Declaration, By-Laws, rules and regulations and shall be responsible for making sure that there are no alcoholic beverages served to persons under the legal drinking age, and that none of the attendees become intoxicated or intentionally cause any damage to Condominium or Unit Owner property. Any liability and responsibility to pay for Property damage or personal injury related to alcohol consumption shall be that of the Unit Owner charged with supervising the function.

(3) If any of the above provisions of the Declaration, By-Laws, Board rules and regulations, or additional rules and regulations contained in the rental agreement are violated, the activity may be immediately terminated by the Board or its agent without any liability, the deposit shall be forfeited, and the Unit Owner shall be charged for any damage or clean-up cost not covered by the deposit, by special assessment under subsection 20.2(A) and the Board may assess a fine, as well as impose other remedies available by the Board.

(4) The Board and their agents shall not have any responsibility to monitor or control any activity of the attendees of functions pursuant to any and shall not be liable for the actions of the attendees, unless the pool is used, in which

case any lifeguard shall only be responsible for enforcement of pool rules.

**Section 22.3: Pools:** The Board shall have the right to establish all rules and regulations regarding the use of the pools, and may charge Unit Owners and their guests a fee for single admittance, passes or I.D. badges in its discretion. The Board may also limit the use of the pool to Condominium residents, or only for adults, and may limit the number of guests each Unit Owner is allowed (which may be varied according to use or expected use of any pool during any holiday, weekend or other peak period). The Board shall establish pool rules, and if any Unit Owner or tenant, their families, or guests, violate any of the pool rules or regulations or fail to adhere to any registration and fee requirements set by the Board, the Unit Owner's right to use the pool or other recreational facilities may be suspended and the Unit Owner may also be subject to a fine, as well as all other remedies available to the Board. The Board may also make the pool available for rental pursuant to the provisions of Section 22.2(B).

**Section 22.4: Tennis Courts:** The tennis courts are to be used exclusively for playing tennis, and not for other games, skateboarding, bicycling or other activities unless given prior written permission by the Board, or by Board regulation.

A. The Board may make any rules and regulations regarding the use of the tennis courts, may assign and reserve playing times, may establish a fee for the use of such courts either during certain periods, or at all times.

B. Any Unit Owner or resident who does not obey these rules and regulations and others established by the Board may have their right to use the tennis courts or other recreational facilities suspended for a time determined by the Board and may be subject to a fine, as well as all other remedies available to the Board.

**Section 22.5: Lake:** Absolutely no swimming, wading, boating, or dumping is allowed in the Condominium lake. No hunting or harassing the ducks is allowed. The Board may make any rules and regulations regarding fishing or other use of the lake that it deems advisable and may set fees for fishing. Any Unit Owner or resident who does not obey these rules and regulations or others adopted by the Board may have their right to use of the lake or other recreational facilities suspended for a time determined by the Board, and may subject the Unit Owner to a fine, as well as all other remedies available to the Board.

**Section 22.6: Park Areas:** Park areas may be used by Con-

dominium residents during the hours designated by the Board, which unless otherwise designated, shall be from 9:00 a.m. until dusk, except during periods of mowing or other maintenance (except that jogging, walking, walking pets, or other quiet individual type activities can be carried on during other hours). Games are allowed in park areas during hours designated by the Board, so long as they are not conducted close to Units, or that the noise from the games unreasonably disturbs the occupants of any Unit, and they are not destructive of the grass, trees, Units or improvements in the common areas. The Board or its agents may require adult supervision by an adult resident, for any games involving minors. Any Unit Owner or resident who does not obey these provisions or other rules and regulations adopted by the Board may have their right to use of the park areas, or other recreational facilities suspended by the Board for a time determined by the Board, and may subject the Unit Owner to a fine, as well as all other remedies available to the Board.

#### **ARTICLE XXIII: CONDEMNATION**

**Section 23.1: Condemnation of Entire Unit:** If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and his interests in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Board shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations without going through the amendment procedure set forth in the Declaration. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

**Section 23.2: Condemnation of Part of a Unit:** If part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its interests in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (i) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit and (ii) the portion of the allocated interest divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with a partially acquired Unit participating in the reallocation on the basis of its reduced allocated interest.

**Section 23.3: Condemnation of Common Elements:** If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to Common Elements taken shall be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

**ARTICLE XXIV: INTERPRETATION AND SPECIAL AMENDMENTS**

**Section 24.1: Interpretation:** It is the intent of the Condominium Declaration and By-Laws to vest in the Brentwood Forest Condominium Association and its Board the broadest powers, allowed by law, so that the provisions thereof shall be liberally construed to effectuate such purpose.

Interpretation of the Condominium Declaration, By-Laws, rules and regulations is left to the Board, and the interpretation of the Board shall be final and binding upon all persons. The section numbers and titles of the sections are contained for information and reference purposes only and shall not in any way be deemed to effect or limit the scope of the provisions in the sections. If there are any conflicts or ambiguities between any of the provisions contained in the Declaration and By-Laws, the more specific provisions shall govern over broader provisions, and shall be deemed to be further definition of, or as an exception to the general provisions.

**Section 24.2: Waiver:** The fact that the Board has not enforced certain provisions of the Declaration, By-Laws, rules or regulations, or the fact that Unit Owners, or others have violated or continue to violate any of the provisions shall not act as a waiver of provisions, and no defense of waiver or laches shall be effective to defeat the enforcement of such provisions, unless the court should determine that the enforcement of any provision would work a manifest injustice against the person claiming waiver, or laches which would clearly outweigh the interests of the Condominium Association seeking enforcement. If any court should rule that there has been waiver or laches, such ruling shall only be effective as to the parties to such action, and shall in no way prohibit enforcement of the provision against other parties.

**Section 24.3: Enforcement:** The Board shall have the primary authority for enforcement of the covenants, conditions, and restrictions contained in the Declaration and By-Laws, and shall have sole discretion regarding the method of such enforcement.

**Section 24.4: Invalidity of any Provision:** The provisions of the Condominium documents shall be liberally construed to

effectuate its purpose of creating a uniform plan for the use, operation and maintenance of the Condominium. Should any provision of the Condominium documents or any article, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances, be declared invalid or unenforceable under the law of the jurisdiction where the Condominium is situated, the validity and enforceability of all other provisions, paragraphs, sentences, clauses, phrases, or words shall be unaffected thereby.

**Section 24.5: Compliance with FHA, V.A., FHLMC and FNMA Regulations:** The Board by ninety percent (90%) majority vote shall have the power to make any amendments to Condominium documents (including the Declaration and By-Laws) to comply with all requirements of the Federal Housing Administration ("F.H.A."), the Veteran's Administration ("V.A."), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") pertaining to the qualification for and purchase of FNMA or conventional home loans and mortgages to be secured by Units in the Condominium. The Developer and all Unit Owners agree that notwithstanding anything to the contrary contained herein, in the event the Condominium does not comply with such governmental agency requirements, the Developer, acting as the Board, and the Board after being elected by the Unit Owners, shall have the power (on behalf of the Association and each and every Unit Owner) to enter into any agreement with such governmental agencies or the mortgagees and/or to pass such amendments required by such entities as attorney in fact for the Unit Owners to Condominium documents to allow the Condominium to comply with such requirements. This includes making amendments to the Declaration and By-Laws of the Condominium to effectuate the purposes of this Section, so long as such amendment does not adversely affect the security interest of any mortgagee. The Board shall have discretion regarding the entering of such agreements or passing such amendments and may decline to so act if it feels the amendment or agreement would not be in the best interest of the Association.

**Section 24.6: Amendment for Election to Come within the Uniform Condominium Act or other Statutes passed by the State of Missouri:** Brentwood Forest Condominium was dedicated under the provisions of the Act as it existed prior to September 28, 1983, and nothing in the Declaration, By-Laws, or any amendments thereto, including the present amendment is in any way intended to be an election to come under the Missouri Uniform Condominium Act or other statutes adopted after the date of the original Declaration, except to the extent such statutes are automatically retroactive to Condominiums originally dedicated prior to September 28, 1983 by operation of law. If any court should rule that any provision, section or subsection of any amendment to the Declara-


tion or By-Laws has the effect of bringing Brentwood Forest Condominium under the Missouri Uniform Condominium Act or other other statutes passed by the State of Missouri after the date of the Declaration, that provision shall automatically be deemed null and void and the provisions, sections and subsections on the same subject matter, if any contained in the previous Condominium documents, shall automatically be deemed to be reinstated. The Board, however, shall have the right to amend the Condominium documents, including the Declaration and By-Laws to elect to be covered by the Missouri Uniform Condominium Act or other statutes, so long as such action is taken upon the approval of three-fourths (3/4) of all Board members, and is consented to by a majority of the Unit Owners in writing. Any such amendment which adversely affects the security interest of any mortgagee, or the insurer of any mortgagee, must also be consented to by a majority of the mortgagees holding mortgages or deeds of trust on Units in the Condominium.

**IN WITNESS WHEREOF**, all of the members of the Board of Managers of the Brentwood Forest Condominium Association have voted in favor of this Amended Condominium Declaration, By-Laws and Indenture and have executed this instrument on behalf of the Brentwood Forest Condominium Association this Fifth day of April, 1987.

BRENTWOOD FOREST CONDOMINIUM BOARD  
OF MANAGERS

  
LLOYD D. DOERFLINGER, JR.

  
EUGENE O. SMETANA

  
JOHN E. BOWMAN

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

On this 1st day of April, 1987, before me personally appeared Lloyd D. Doerflinger, Jr., Eugene O. Smetana and John E. Bowman, to me personally known, who being by me duly sworn did say that they were the members of the Board of Managers of the Brentwood Forest Condominium Association, and that said



instrument was signed on behalf of the Brentwood Forest Condominium Association, and that the members of the Board of Managers acknowledged said instrument to be the free act and deed of said Association.

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

*Virginia F. Quist*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

★ VIRGINIA F. QUIST, NOTARY PUBLIC

County of St. Louis, State of Missouri

My Commission Expires February 28 1991



RHE700015

**BRENTWOOD FOREST CONDOMINIUMS**

**Exhibit A**

The Legal Description of the Condominium Property remains unchanged and is set forth in Exhibit A to the Twentieth Amendment to the Declaration and By-laws of Brentwood Forest Condominiums which has been filed of record in Book 8039, Page 1650 of the St. Louis County Recorder of Deeds Office.

RHE00056

**BRENTWOOD FOREST CONDOMINIUMS**

**Exhibit B**

No new Plat is being recorded with this Twenty-First Amendment to Condominium and By-laws of Brentwood Forest Condominium and the last Plat filed of record was recorded with the St. Louis County Recorder of Deeds Office in Plat Book 256, Page 43.

RHE00057

BOOK 8111 PAGE 2356

**BRENTWOOD FOREST CONDOMINIUMS**

**Exhibit C**

The percentage of interest in the Common Elements of the Condominium remains unchanged and is set forth in Exhibit C to the Twentieth Amendment to the Declaration and By-laws of the Brentwood Forest Condominiums, which has been filed of record in Book 8039, Page 1650 of the St. Louis County Recorder of Deeds Office.

RHE00058

BOOK 8111 PAGE 2357

**BRENTWOOD FOREST CONDOMINIUMS**

**EXHIBIT D SUMMARY**

**WARDS**

**Initial Assignments of Units to Wards**

Pursuant to provisions of the "Amendment and Republication of the Declaration of Condominium" an initial assignment of all units into five (5) wards has taken place and has been recorded in "BOOK 7875 PAGE 172" as "Exhibit D". Copies are on display and available for review at the Condominium Association Offices. The Developer shall retain the right to amend and adjust this Exhibit by recording an "Amendment Exhibit D" at the Office of the Recorder of Deeds of St. Louis County.

Initial block designations are not contained in this "Exhibit D". The Developer reserves the right to make such initial designations. Thereafter block designations may be changed, adjusted, and/or readjusted by Resolution of the Board distributed to the unit owners, without the necessity of recording such Amendment due to the intended informal and flexible organization and purposes of the block organization.

Wards are set up solely for the purpose of electing Board members so only the units shall be considered to be located in wards. All buildings, grounds, and other common elements shall be considered as a unified project without any regard to ward designation. It is specifically stated that no assessments, budgets, or other administrative decisions shall be based on the wards set up solely to elect Board members.

STATE OF MISSOURI }  
County of St. Louis } ss.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time, and on the day, month and year, all as same appears on the face thereof, and is truly recorded in the book, and at the page or pages indicated thereon.

*David T. [Signature]*

Recorder of Deeds

By

*[Signature]*

Deputy Recorder

COUNTY OF ST. LOUIS  
STATE OF MISSOURI  
FILED FOR RECORD

APR 28 1987

RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

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**AMENDMENT TO BY-LAWS OF BRENTWOOD FOREST CONDOMINIUM**  
**INVOKING SECTION**  
**24.5 AND PROVIDING FOR A NEW SECTION 24.7**  
**ESTABLISHING A RENTAL CAP**

WHEREAS, the original Declaration of Condominium, By-Laws, and Indenture for Brentwood Forest Condominium was recorded on the 7th day of February, 1980, in Book 7230, Page 336, of the records of the Recorder of Deeds of St. Louis County (the "Recorder"); and

WHEREAS, said original Declaration of Condominium, By-Laws, and Indenture has been amended, republished, and restated on multiple occasions since its recording; and

WHEREAS, Section 24.5 of the current governing version of the By-Laws of Brentwood Forest Condominium states as follows:

**Compliance with FHA, V.A., FHLMC and FNMA Regulations:** The Board by ninety percent (90%) majority vote shall have the power to make any amendments to Condominium documents (including the Declaration and By-Laws) to comply, with all requirements of the Federal Housing Administration ("FHA"), the Veteran's Administration ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") pertaining to the qualifications for and purchase of FNMA or conventional home loans and mortgages to be secured by Units in the Condominium. The Developer and all Unit Owners agree that notwithstanding anything to the contrary contained herein, in the event the Condominium does not comply with such governmental agency requirements, the Developer, acting as the Board, and the Board after being elected by the Unit Owners, shall have the power (on behalf of the Association and each and every Unit Owner) to enter into any agreement with such governmental agencies or the mortgagees and/or to pass such amendments required by such entities as attorney in fact for the Unit Owners to Condominium documents to allow the Condominium to comply with such requirements. This includes making amendments to the Declaration and By-Laws of the Condominium to effectuate the purposes of this Section, so long as such amendment does not adversely affect the security interest of any mortgagee. The Board shall have discretion regarding the entering of such agreements or passing such amendments and may decline to so act if it feels the amendment or agreement would not be in the best interest of the Association.

WHEREAS, FHA rules, regulations and guidelines require that, in order to maintain qualification for FHA-backed loans, no less than fifty percent (50%) of the units within the Brentwood Forest Condominium be occupied by or sold to owners who intend to occupy the units, and certain FNMA and FHLMC guidelines impose a fifty-one percent (51%) level of owner-occupancy in connection with approvals of certain condominium financing;

WHEREAS, the Board of Managers (the "Board") for the Brentwood Forest Condominium Association (the "Association") has been notified that the number of owner-occupied units within the Brentwood Forest Condominium has been sharply reduced in recent years, creating a risk that owner-occupancy may fall below the level mandated by the foregoing FHA requirements;

WHEREAS, the Board recognizes and acknowledges that it is in the best interest of the Association to continue to allow owners and potential owners of units within the Brentwood Forest Condominium access to loans insured or approved by FHA, FNMA and FHLMC ("Program Loans");

WHEREAS, the Board recognizes that there are potential delays in unit owners' applications to register new tenants and other reports of changes in occupancy that should be taken into consideration in determining how to best protect unit owners' access to Program Loans;

WHEREAS, the Board has previously taken action in an attempt to address the issues described above by enacting the "Amendment To Declaration Of Condominium, Bylaws, And Indenture Of Brentwood Forest Condominium Invoking Section 24.5 And Providing For A New Section 24.7 Establishing A Rental Cap" recorded on January 5, 2011 at Book 19305 Page 4151 in the records of the Recorder (the "Prior Amendment");

WHEREAS, the Prior Amendment includes within the definition of "owner-occupied unit" those units that are occupied or to be occupied by a person (i) who has been certified in a written document filed by a unit owner with the Board as the spouse, parent, parent-in-law, grandparent, or child of the unit owner, or (ii) with an interest in the unit as a result of a lease with option to purchase, lease purchase, or contract for deed arrangement;

WHEREAS, based on further review, the Board has concerns about the force and effect of certain aspects of the Prior Amendment;

NOW, THEREFORE, pursuant to and invoking Paragraph 24.5 of the By-Laws, a ninety-percent (90%) majority of the Board of Managers for the Brentwood Forest Condominium Association does hereby amend the By-Laws to include a new Section 24.7 (the "Amendment"), set forth below, which new Section 24.7 shall replace in its entirety the version of Section 24.7 established under the Prior Amendment:

#### **Section 24.7: Rental Cap**

In the event and at the time that the Board of Managers for the Brentwood Forest Condominium Association or its agent or designee for purposes hereunder ("Board" or "Association") determines there is a substantial risk that the percentage of owner-occupied units within the Brentwood Forest Condominium is fifty-four percent (54%) or less, a rental review/approval procedure will go into effect as follows, placing restrictions on any additional rentals as described herein, without any further or necessary action on the part of the Board.



A. Thirty (30) days after the date on which the Board determines such substantial risk (the "Warning Determination"), subject to the specific exemptions described at paragraph D below, the Board and the Association staff are required to implement the following rental review/approval procedures with respect to new applications (*i.e.*, applications filed later than thirty days after the Warning Determination) submitted by unit owners to register a tenant. The Warning Determination shall be posted on the date it is issued at the Association's offices at 1401 Thrush Place, St. Louis, MO 63144 and the community board at the corner of Wrenwood Lane and High School Drive.

B. Subject to the specific exemptions described at paragraph D below, any application to register a tenant submitted by a unit owner later than thirty (30) days after the Board's issuance of the Warning Determination shall be held in abeyance on a rental waiting list until subsequent determination by the Board that the total percentage of owner-occupied units within the Brentwood Forest Condominium is not subject to risk (taking into account all applicable factors) of reduction below 51% as a result of the acceptance of such application.

C. Applications of unit owners to register tenants submitted as described in the preceding paragraph will be held in abeyance on the rental waiting list and considered in the order received by the Board. Upon determination by the Board that one or more proposed rentals will not create a risk of owner-occupancy falling below the 51% level, the Association shall notify the relevant unit owner or owners at the top of the rental waiting list of the opportunity to obtain an approval of its rental application. Such owner(s) must complete the rental registration process (with respect to any tenant(s) originally identified or with respect to any newly identified tenant(s)) within thirty (30) days of such notice. In the event of a unit owner's failure to complete the rental registration process within such thirty (30) day period, the unit owner shall forfeit its opportunity to register and be removed from the rental waiting list (retaining the right to reapply and be placed at the bottom of the waiting list) and the next eligible unit owner shall be provided with notice of the opportunity to obtain approval.

D. (1) Notwithstanding the foregoing: (i) any lease of a unit to a tenant properly registered with the Association may be renewed or otherwise extended with respect to such tenant without further application to the Association; (ii) any application made by a unit owner to register a new tenant that is submitted no later than ninety (90) days after the last day of occupancy of the relevant unit by a tenant registered with the Association shall be exempt from the restrictions contained in paragraphs A, B and C above; and (iii) this Section 24.7 shall not be applied in a manner that adversely affects the security interest of any mortgagee under any mortgage/deed of trust entered into by the parties prior to the date of the recording of this Amendment, as reasonably determined by the Board. A unit shall cease to benefit from the exemptions stated at D(1)(i) and D(1)(ii) above upon the earliest of: (i) any subsequent occupancy by its owner; (ii) sale of the unit; (iii) failure of the unit owner or tenant to comply with paragraph D(2) below or the Association's ordinary rental application and registration procedures, as the same may be amended or revised from time to time.

(2) Each unit owner who has rented a unit shall promptly give written notice to the Association if the lease for such unit has expired or is terminated, or the relevant tenant(s) have vacated the unit. Such notice shall be provided by the unit owner to the Association within fifteen (15) days of learning of the relevant facts calling for such notice.

E. (1) A unit occupied at the time of recording of this Amendment by a person or persons who constitute the spouse, parent, parent-in-law, grandparent, or child of the unit owner ("Family Members") is presumed to be an owner-occupied unit. Upon vacation of the unit by all such Family Members who occupied the unit at the time of recording this Amendment, such presumption shall be of no further force or effect.

(2) A unit occupied at the time of recording of this Amendment by a person or persons with an interest in the unit resulting from a "lease with option to purchase", "lease purchase", or "contract for deed" arrangement ("Option Holders") in existence prior to such recording is presumed to be an owner-occupied unit. Upon vacation of the unit by all such Option Holders who occupied the unit at the time of recording of this Amendment, or termination of the purchase arrangements relating to the unit, such presumption shall be of no further force or effect.

(3) Such presumptions shall be incorporated in owner-occupancy reporting made by or on behalf of Brentwood Forest Condominium.

F. A unit owner's rental of any unit prior to receipt of all approvals from the Board as required under this Section 24.7 shall subject such unit owner to the remedies set forth in Section 18.5 of the By-Laws and any other remedies otherwise available, including without limitation termination of the exemption set forth at paragraph D, and, additionally, the fine schedule established as follows:


\$100.00	(first month or portion thereof of such non-compliance);
\$200.00	(second month or portion thereof of such non-compliance);
\$300.00	(third month or portion thereof of such non-compliance, and each successive month or portion thereof of such non-compliance thereafter).

G. Upon determination by the Board that owner-occupancy has exceeded a level of 54%, the rental cap set forth at B above shall be lifted automatically without further Board action.

H. The Board may promulgate any necessary administrative guidelines consistent with the provisions described herein.

I. This Section 24.7 may be further amended in accordance with Section 24.5 of the current governing version of the By-Laws of Brentwood Forest Condominium.

THEREFORE, BE IT RESOLVED, that with a one-hundred-percent (100%) unanimous vote of the Board obtained on the 16th day of July, 2012, pursuant to Section 24.5 of the By-Laws, the By-Laws are hereby amended and supplemented to include the Section 24.7 described herein (in substitution for and replacement of the Prior Amendment, which Prior Amendment is hereby extinguished and of no further force or effect), and this Amendment shall be recorded accordingly with the St. Louis County Recorder of Deeds as Section 24.7 of the By-Laws.

  
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President  
Brentwood Forest Condominium  
Association Board of Managers