



**BRENTWOOD FOREST  
RULES, REGULATIONS, POLICIES,  
AND  
REFERENCE INFORMATION**

**JANUARY 2022**

**This booklet is to remain in the condo for reference.**

# PHONE NUMBERS AND INFORMATION

## BRENTWOOD FOREST CONDOMINIUMS

1401 Thrush Place

Brentwood, MO 63144

Office: Phone: 314-961-3066 (Corner of Thrush Place and Eager Road)

Fax: 314-961-4935

E-mail: [office@brentwoodforest.com](mailto:office@brentwoodforest.com)

Website: [www.brentwoodforest.com](http://www.brentwoodforest.com)

EMERGENCY (Medical or Life Threatening) **911**

Emergency inside the unit — call (314) 961-3066 and follow the prompts

Association Office Hours: Monday — Friday (7:30 a.m. — 4:00 p.m.)

Brentwood Forest Clubhouse

9000 Wrenwood Lane, Brentwood, MO 63144

(Corner of Wrenwood Lane and High School Drive)

Brentwood Forest Pools

Main Pool — 9000 Wrenwood Lane

West Pool — 9002 Wrenwood Lane

Brentwood Forest Laundry

(Located behind 1612-1614 High School Drive)

Sewer Backup — Call BFCA Office Mon-Friday (7:30 a.m. – 4:00 p.m.)

(314) 961-3066

Emergency number for after hours:

(314) 497-9582

City Hall

(314) 962-4800

Electric (Ameren Missouri)

(314) 342-1000

Trash Pick-up Schedule

Household Trash: Mondays & Thursdays

Recyclables — Mondays Only

Holiday — One day later

Large Items — Call City of Brentwood for 4<sup>th</sup> Friday of the month

(314) 962-4800

Board of Managers Meetings — Last Tuesday of the month — 6:00 PM — Clubhouse

Holiday and the Annual Meeting Schedule is printed in the newsletter, the

"*ForestLine*" published bi-monthly

Sewer, water and snow removal is provided by BFCA. Free trash pickup is provided by the City of Brentwood.

# INTRODUCTION

The Board of Managers of Brentwood Forest welcomes and wishes you a pleasant and leisurely lifestyle during your residency in our beautiful condominium community.

Owners and Tenants are encouraged to review the Brentwood Forest Declaration and By-Laws and the revised Brentwood Forest Rules, Regulations, Policies booklet prior to residency in order to avoid a notice of violation/s. Many violations occur because residents are unaware of BFCA's rules and policies. Brentwood Forest Declaration and By-Laws are available online at [www.brentwoodforest.com](http://www.brentwoodforest.com)

The rules and policies in this booklet supersede any prior rule adopted by the Board of Managers for specific topics.

Appendices are available at the Association office and/or on the website at [www.brentwoodforest.com](http://www.brentwoodforest.com)

## LIST OF APPENDICES

<b>Appendix # 1</b>	<b>Modification Agreement</b>
<b># 2</b>	<b>Election Policy</b>
<b># 3</b>	<b>Heat Policy</b>
<b># 4</b>	<b>Pet Policy</b>
<b># 5</b>	<b>Trash</b>
<b># 6</b>	<b>Owner's Responsibility for Building and Interior Property Damage</b>
<b># 7</b>	<b>Rental Cap</b>
<b># 8</b>	<b>Dumpsters and Storage Containers</b>

**Note: The Declaration and By-Laws state that the Board of Managers has the power to adopt rules and regulation as it may deem advisable. (Article XVII — Section 17.13, Power to Adopt Rules and Regulations.**

## STANDARD FINE POLICY SCHEDULE

Unless a particular policy sets forth a specific fine for an offense, the following Standard Fine Schedule will be used when the Declaration and By-Laws, Rules, Regulations or other offenses are brought to the attention of the Association.

1 <sup>st</sup> Offense	Written warning letter (optional, for serious offenses — a \$100 fine may be imposed.)
2 <sup>nd</sup> Offense	\$200 fine for same issue as 1 <sup>st</sup> offense.
3 <sup>rd</sup> Offense & Subsequent Offenses	\$300 fine and loss of privileges for one year and a \$600 fine for each violation thereafter of same issue as first and second offense.

Fines and Procedures for Certain Offenses: Some rules and policies have specific fines and procedures contained in the policy. In that event, the fines and procedures in those policies will be applicable instead of the ones set forth herein.

Fines and a Warning Letter may be appealed by forwarding a written letter requesting a hearing before the Board of Managers to the Association office within twenty (20) days from the date of the violation notice.

## CURRENT FEE STRUCTURE

Sale of Condominium — Seller's Responsibility

Pick up a Seller Packet, complete and return along with a Transfer of Ownership Fee	\$175
Call for a City Inspection (314) 962-4800	

New Owner — Purchaser's Responsibility

Pick up a Purchaser's Packet	
Document Preparation Fee for Mortgage Lender	\$ 25
Occupancy Permit (Apply at Brentwood City Hall — 2345 S. Brentwood)	\$ 45

Rental — Owner Responsibility — See Appendix #5 (Rental Cap)

Pick up a Rental Packet signed and completed by the Owner & Tenant	
Rental Transfer Fee	\$125

Pet Application Fee (Two pets permitted per household).

1 Pet	\$ 35
2 Pet	\$ 50

**(Dogs which normally exceed a maximum weight of 40 lbs. when full grown, are not allowed.)**

**See Policy below and on APPENDIX 4**

**(Dogs weighing over 40 lbs. and registered with BFCA Office before 5-31-19 shall not be subject to fine.)**

**Pet Fine Schedule for Unregistered Pet**

• <b>Within 30 days of pet's occupancy or 1<sup>st</sup> rule violation</b>	<b>Warning Letter</b>
• <b>Within 30 days after warning letter</b>	<b>\$ 50</b>
• <b>Within 60 days after warning letter</b>	<b>\$100</b>
• <b><u>Automatic fine</u> for any dog that normally exceeds over 40 lbs. at maturity</b>	<b>\$250</b>

**Late Condo Fee Payment**

Condo fee payments are due on the first of the month and late if not postmarked by the 10<sup>th</sup> of the month: \$30

RULE/REGULATION	POLICY
ADDITIONS/CHANGES OR MODIFICATIONS	<p><b>All additions, changes and modifications</b> require prior approval from BFCA. This includes any other addition, change or modification to the interior of any unit that affects the common elements or the basic load-bearing structure of the building. Responsibility to repair and maintain <b>Exterior/Interior Modifications</b> is the responsibility of the new owner. <i>See Appendix 1</i></p>
BARBEQUE GRILL POLICY	<p><b>Residents are encouraged to store BBQ grills</b> on the deck/patio. Grills may not be stored on the common grounds. Match Light Briquettes must be stored in a covered container. Place BBQ grills away from the exterior walls of the building. Damage and repair of melted siding will be assessed to the owner/tenant.</p>
CABLE	<p><b>Installation fees and monthly service fees</b> are the owner's responsibility. No wiring is permitted on the exterior of the building without prior approval from BFCA.</p>
COMPLAINTS	<p><b>Formal complaints</b> against neighbors must be in writing. State the name(s) of the parties involved, explain the problem, provide the date(s) of the occurrence and describe the steps that have been taken to correct the situation. Forward your signed complaint to Brentwood Forest Condominium Association, 1401 Thrush Place, or drop it in the slot next to the front door. Complaint forms can be obtained from the Brentwood Forest Website or call the office for a copy to be mailed to your residence or forward by email or fax.</p>
DECKS/PATIOS & PORCHES	<p><b>No clothes, rugs, towels, sheets or other items</b> may be visible or hung over the deck rails.</p> <p>Children's plastic wading pools may be used on the deck between Memorial Day and Labor Day. Toys may not obstruct walkways and must be stored neatly on the rear deck/patios only.</p> <p>Sunshades (brown or green) are permitted on rear decks only. Prior approval from the Board of Managers is required before installation.</p>
DECORATIONS	<p><b>Holiday Decorations</b> may be displayed one month prior to the holiday and must be removed three weeks after the holiday.</p> <p>Decorations may not be attached in any way that causes damage to the vinyl siding, doors or building. Large hooks, tape or similar fasteners may not be used. Nails may be placed in wood only and not in the vinyl siding. Electrical cords for displays must be UL standard outdoor cords and may not pose a safety or fire hazard. Request prior approval from the Association office for displays on the common grounds.</p> <p><b>Wreaths and decorations</b> placed on front doors may not obscure the unit address numbers so the Police/Fire Departments can locate a unit without delay to provide emergency assistance. No decorative lighting is permitted without approval from the Association, except during the holidays.</p>
DOOR BELLS, KNOBS, DOOR KNOCKERS AND PEEPHOLES	<p><b>Installation</b> of any new door bell, door knob, door knocker or peephole is a modification requiring approval prior to installation, Door Modification forms are available at the Association office or on the BF Website.</p>
DUMPSTERS	<p><b>Dumpsters</b> are not allowed without prior authorization from the Association office. The Association office shall have sole discretion on placement and time limits that the dumpster may remain on the premises. <i>See Appendix 8</i></p>
ELECTION	<p><i>Election Policy — Appendix 2</i></p>

RULE/REGULATION	POLICY
FIREWOOD	<p><b>Firewood</b> may be stored on limited common elements (deck/patio) elevated on a metal log rack away from the exterior walls, railings or posts after September 15<sup>th</sup> of each year. Only one-quarter (1/4) of a cord of wood is recommended at one time.</p> <p>Any damage caused by excessive weight, termite damage from wood not elevated or removed per requirements shall constitute a violation and a fine and/or repair expenses may be assessed against the Unit Owner.</p> <p>Firewood is a breeding place and source of food for termites. Therefore, firewood must be removed from the premises after the wood burning season and no later than May 30<sup>th</sup> of each year.</p> <p><b>Unused firewood</b> may be dropped off and stacked neatly on the north side of the Association office by the "Stack Here" sign.</p>
FLOWERS	<p><b>Residents are encouraged to plant flowers</b> to beautify the Community. This includes annuals and perennials. Residents are not permitted to plant rose bushes or vine plants on common grounds. Residents must forward a Plant Application form to the Association office requesting approval prior to planting any flowers on common ground. Upon approval, resident agrees to water, weed and care for their plants. Fruit and vegetable gardens are not permitted on the common grounds. Flower pots may not be placed on deck rails unless secured in a removable hanging rack. No rails or screws are permitted in siding.</p>
HEAT POLICY	<p><b>The Heat Policy</b> requires that each unit owner/tenant shall maintain sufficient heat to prevent pipes in the building from freezing. An automatic fine in the amount of \$200 will be assessed against the unit for each discovered violation of the Brentwood Forest Declaration and By-Laws (Section 18.2-B, <u>Maintenance, Repair and Replacement of Units</u>), if the temperature in a unit is lower than 50 degrees. Review the Heat Policy on the BF Website or request a copy from the Association Office.</p> <p><i>See Appendix 3</i></p>
HOME OFFICE	<p><b>Residents are allowed to work out of their unit</b>, only so long as goods, products, supplies or materials are not regularly delivered to the unit or stored on the exterior of the unit. Clients, customers, suppliers or others may not regularly call on the unit. No manufacturing or commercial storage is permitted in the unit, deck/patio or storage locker.</p>
HOSES/HOSE REELS AND WASHING MACHINE HOSES	<p><b>Garden Hose Reels</b> are permitted providing that the stand-alone hose reel is placed in an out of the way/out of view safe location.</p> <p><b>Hoses and Hose Reels</b> must be removed from the grounds by October 31st of each year. The Association will remove unclaimed hoses and hose reels left on the grounds.</p> <p><b>The City of Brentwood requires steel reinforced hoses</b> installed on washing Machines. Damage and expenses caused from unapproved washer hoses may be assessed to the unit owner(s).</p>
LIGHTING (flammable)	<p><b>No Torches or flammable lighting</b> are permitted on decks/patios/grounds.</p>



RULE/REGULATION	POLICY
PARKING (continued)	<p><b>Handicap Parking</b> Residents who have a special need for an assigned handicap parking space (i.e. wheelchair accessible or for medical reasons), may apply for a handicap parking space by requesting a tag or handicap license plate from the Missouri Department of Revenue. Only the resident's vehicle properly displaying the handicap sticker or handicap license plate may park in this handicap parking space.</p> <p><b>Towing/Fines</b> The Board of Managers/Association office has the right to have a vehicle in violation of any of the parking provisions towed at the expense of the Unit Owner or vehicle owner. The Standard Fine Policy as stated on page 4 will be enforced for any violation.</p>
PETS	All pets must be registered with the Association office within 30 days of the pet's occupancy. The Standard Fine Policy as stated on page 4 will be enforced for any violation. <i>See Appendix 4</i>
SATELLITE DISH/ ANTENNA	<b>A Satellite Regulation and Registration form</b> must be completed and forwarded to the Association office. Dishes must be installed in accordance with BFCA's satellite guidelines. Forms are available at the Association office or on the Brentwood Forest Website.
SIGNS	<p><b>All Occasion Signs</b> All Occasion Signs (birthday, baby, anniversary, welcome home, estate sales, etc.) are permitted for a 24 hour period. Nails may be placed in wood only.</p> <p><b>Condominium For Sale Signs</b> Balloons or other markings of similar nature may not be placed on the common ground. A automatic \$100 fine will be assessed against the Unit Owner for sign violations and a \$200 fine for each offense thereafter. Unapproved signs may be removed without prior notice.</p> <p>An "Open House" notice may be placed on the Community Board with the date and time of your "Open House". Call the Association office for details.</p> <p><b>Security Signs/Security Systems</b> Security signs may not be placed or posted on the grounds. Security Stickers (5" X 5" maximum) may be placed on glass only (storm door or a window). Security Systems are permitted providing that no wiring is exposed on the exterior of the unit.</p> <p><b>Vehicle For Sale Signs</b> For sale signs may not be visible from vehicles parked on the premises. Signs may be removed without notice by the Association. A notice or flyer may be placed on the Community Board at the corner of Wrenwood Lane and High School Drive on the back side of the board.</p>

RULE/REGULATION	POLICY
SOLICITATION	<b>No solicitation is permitted</b> in Brentwood Forest.
STORAGE CONTAINERS	<b>Storage Containers</b> No storage containers are allowed without prior authorization from the Association office. The Association office shall have sole discretion on placement and time limits that the container may remain on the premises. <i>See Appendix 8</i>
STORM/SCREEN DOORS	<p><b>Storm/Screen doors</b> are modifications requiring prior approval from the Association office prior to installation. Storm doors shall be white, unless an approved brown storm door(s) has been previously installed on your building.</p> <p>Storm Door Application forms are available at the Association office or on the Brentwood Forest Website.</p>
TRASH	<p><b>Household Trash Schedule</b> Regular trash is picked up on Mondays and Thursdays. Recycling is picked up on Mondays. On holidays, trash is picked up one business day after the holiday. If you are going to be out of town, call the office to make arrangements for alternate trash disposal.</p> <p><b>Trash Pickup Hours</b> Trash must be placed at the curb prior to 7:00 a.m. on trash pickup days or after dusk the evening prior. The Standard Fine Policy as stated on page 4 will be enforced for any violations.</p> <p>Paper bags and plastic bags may not be put out for trash. All trash must be in a tied plastic bag or a paper sack and in a trash container with a secure lid per St. Louis County. Clean boxes, bottles, and other recyclables must be placed in an appropriate recyclable container with a secure lid. Residents are required to retrieve their trash and recycling container from the grounds by the day following trash pickup day.</p> <p><b>Large Appliances and Bulk Items</b> For large appliances and bulk items pickup, call any hauler of your choice or the City of Brentwood. The City of Brentwood can pick up large household items (furniture, beds, etc.) <u>for a nominal fee</u>, on the fourth Friday of each month. The phone number is (314) 962-4800. Large items such as major appliances, furniture, etc. must be picked up within twenty-four (24) hours to avoid an automatic \$100 fine.</p> <p><i>See Appendix 5</i></p>
TRESPASSING	<p><b>Trespassing</b> inside locked, fenced or chained areas or any of the Association buildings or basements is prohibited. The pool area is off limits when the lifeguards are not present or the gates are locked. Unauthorized admittance to the clubhouse is prohibited.</p> <p><b>Fine Schedule</b></p> <ul style="list-style-type: none"> <li>• 1st Offense \$ 100 fine</li> <li>• Subsequent Offense \$ 200 fine along with the loss of privileges for up to one year</li> </ul> <p>Violator(s) may be subject to criminal prosecution.</p>
WINDOW TREATMENT	<b>All window treatments</b> visible to the exterior, (blinds, curtains, drapes, shutters, etc.) must have a white or off-white appearance from the exterior.

RULE/REGULATION	POLICY
OWNER'S RESPONSIBILITY FOR BUILDING AND INTERIOR PROPERTY DAMAGE	<i>See Appendix 6</i>
RENTAL CAP	<i>See Appendix 7</i>
DUMPSTERS AND STORAGE CONTAINERS	<i>See Appendix 8</i>

**COMMON ELEMENT MODIFICATION APPLICATION**

UNIT ADDRESS \_\_\_\_\_ BUILDING# \_\_\_\_\_

UNIT OWNER \_\_\_\_\_ WK# \_\_\_\_\_ HM# \_\_\_\_\_

By payment herewith attached application fee of Twenty-Five and no/100 (\$25), the above named Owner hereby requests permission to make the following modification to the common element of the above referenced unit: (Brief description of proposed modification: \_\_\_\_\_  
\_\_\_\_\_

Proposed work to be completed by: Contractor \_\_\_\_\_

Contact Person \_\_\_\_\_ Wk# \_\_\_\_\_

Address \_\_\_\_\_

Return signed application with the following attachments:

- Detailed plans to scale with materials list (wood size, type, screws – nails, size, type, etc.)
- Manufacturer's specifications, if applicable
- Adjacent Owner's Modification Authorization Consent form
- Certificate of Liability Insurance from contractor (Workers Compensation required)

Approval Requirements:

- Modification application executed by Owner of Condo
- Building Permit from the City of Brentwood, if applicable
- Notification of completion date of modification work
- Notification of completion of modification
- Cashier's check in the amount of \$33 payable to the Recorder of Deeds (if applicable)
- Check or cash in the amount of \$25 for the application fee to review the Modification Application, drawings, inspect removal of landscaping, irrigation and final inspection

Unit owner hereby declares he has read and agrees to abide by Section 17.11 of Article XVII of the Amendment to and Republication of Declaration of Condominium B-Laws and Indenture of Brentwood Forest Condominium which, by reference becomes a part hereof. Unit Owner for himself, heirs and administrators accepts responsibility for said modifications as part consideration for approval by the Association. Fees paid shall not be refunded if approval is refused.

\_\_\_\_\_  
Unit Owner (Owner of Record)\_\_\_\_\_  
Date

## **GENERAL REQUIREMENTS FOR SUBMITTING BUILDING PLANS**

Any modification, which makes any change in any exterior improvement, shall be required to contain exact dimensions of such exterior improvement prior to the modification and the exact dimensions of the exterior improvement after the modification. The plans shall also include information regarding all materials including siding, windows, wood, roofing, or other products that will ultimately be viewable on exteriors including manufacturer's information and all color information. If the modification is to contain materials that do not match the style, color, dimensions, or type of the original exterior improvement, such changes must be specifically identified in the plans and application except for storm doors. A picture or pictures of the exterior improvement prior to any construction must be submitted with the application unless such requirement is waived by the staff.

### **STORM DOORS**

1. Color – Check with the Association Office (Brown or White)
2. Style – 1 ½" aluminum frame, full view tempered glass, full-length screen
3. Kick Plate – not to exceed 8". H.D. closer with wind chain
4. Manufacturer's Brochure showing door and door color

### **DECK ADDITIONS**

1. Elevation drawing 1 – Front
2. Elevation drawing 1 – Side
3. Floor framing and decking arrangement
4. Detailed drawing of piers
5. Detailed drawing of benches
6. Detailed drawing of ledger board
7. Detailed drawing of steps
8. Wiring print, if applicable
9. Pictures of area before construction

### **PATIO ADDITIONS**

1. Arial View of Existing Patio
2. Information regarding all materials to be used for the viewable surface of the patio
3. Proposed relocation of any existing underground pipes or wires
4. Pictures of area before construction

### **GREEN HOUSE WINDOWS**

1. Elevation drawing – front of window
2. Cut away drawing of wall framing, if enlargement of rough opening is necessary
3. Details on trim (exterior)
4. Manufacturer's brochure showing window and window frame and color
5. Picture of window(s) before construction

### **FIREPLACE ADDITIONS**

1. Floor Plan
2. Framing Arrangement – front, side and top elevations
3. Chase arrangement – if necessary
4. Detailed sections at ceiling and roof
5. Wiring locations plan, if applicable
6. Details on cold air intake, if applicable

### **REPLACEMENT OF DOORS AND WINDOWS**

1. Diagram or drawing showing location of all doors or windows to be replaced
2. Drawing showing any modification of door or window openings proposed to accommodate new doors and windows
3. Manufacturer's brochure showing all doors and window to be used as replacements
4. Pictures of all existing doors and windows to be replaced prior to construction. (Identify which opening the picture represents from diagram or drawing in 1 above)
5. Specific description of any changes from existing windows and doors regarding size, shape, number of window panes, mullions, panels, configuration, opening direction or other changes noticeable on the exterior from the existing window(s) or door(s).

---

Owner's Signature

---

Date

---

**BRENTWOOD FOREST CONDOMINIUM ASSOCIATION  
UNIT OWNER MODIFICATION AGREEMENT**

Date: \_\_\_\_\_

WHEREAS, Article XVII of the Declaration and By-Laws creating the Brentwood Forest Condominium Association recorded in Book 8111 starting at Page 2298 provides for maintenance of the Common Elements and for prior Board approval of unit owner modifications to the exterior or structural portion of the Unit or any modifications to Common Elements; and

WHEREAS, the Brentwood Forest Board of Managers (hereinafter the "Board") is the Grantor hereunder and \_\_\_\_\_ (hereinafter the "Unit Owner") is the Grantee hereunder, wish to clearly define the continuing responsibilities of the Unit Owner for the modification related to the condominium unit, and

WHEREAS, the legal description of the unit is: Unit \_\_\_\_\_ in Building \_\_\_\_\_ of Brentwood Forest Condominium pursuant to the Condominium Declaration filed originally in Book 8111 beginning at Page 2298 and any later Amendments thereof.  
The address of the Unit is \_\_\_\_\_.

NOW THEREFORE, The parties agree that in consideration of Condominium Board approval of the modification described as (write in a brief description of the modification).

---

Which conform with the plans or drawings submitted to the Board and in particular with any plans or drawings attached to this agreement as exhibits and that the work will be done in accordance with the following provisions:

- 1) Following approval of a modification request, the Board shall have the option of recording this Modification Agreement with the St. Louis County Recorder of Deeds at the Unit Owner's expense.
- 2) A Unit Owner and all his successors in interest to the unit shall be bound by this Agreement and shall be responsible for maintaining any modification to a Unit and/or the Limited Common Elements. Except that the Board may do normal maintenance such as painting, and charge the Unit Owner for cost of such normal maintenance of the modification, by special assessment.
- 3) The Unit Owner and the Unit Owner's successors each agree that they shall be obligated to inform anyone purchasing the unit from them of the existing modification under this agreement and of maintenance responsibilities for the modification.

- 4) Should the Unit Owner fail to make the repairs or respond to the Board's request for maintenance, in the manner specified above, a second notice shall be delivered to the Unit Owner advising the Unit Owner that maintenance, repairs or removal shall be made by the Condominium Association. All cost, including administrative costs for maintenance or repairs, together with any fines for failure to comply, will be charged as a special assessment against the Unit Owner. The Unit Owner shall still remain responsible for future repairs. In the event the Board is required to file suit to collect any special assessments, fines or costs, the Unit Owner shall also be responsible for payment of the Board's attorney's fees and court costs.
- 5) It is expressly agreed that in the event any plans or drawings fail to detail any part of the modification, such details shall be subject to further requirements of the Board. Unless specifically otherwise set forth in this agreement, the Unit Owner shall match existing exterior designs, exterior colors and materials.
- 6) The Unit Owner shall be solely liable for all the construction work, including payment of all labor and materials, and the Unit Owner shall also be responsible for any injuries occurring directly or indirectly from construction related activities, to Unit Owner, contractors, workers or third parties. The Unit Owner further agrees that Board approval does not insure that the design and engineering of the modification is sufficient for such purposes. The Unit Owner releases and indemnifies the Association, its Board and its employees from any and all liability related to the modification.
- 7) The Unit Owner agrees to promptly start construction of the modification and to proceed with construction in an expeditious manner. Unless otherwise set forth in this Agreement this approval shall expire if construction is not started within three months of execution of this Agreement, and if not completed within three months after construction has begun. The Association shall have the right to shorten such period for less complex construction.
- 8) Construction materials may not be left on Common Elements overnight without special Board approval. Construction debris must be removed from the Common Elements on a daily basis and may not block access to other units. The Common Elements must be restored to the same condition as prior to construction, including resodding and mulching damaged areas, and replacing shrubs and trees.
- 9) If the Unit Owner or any of his successors fail to meet their responsibilities under this Agreement, after discovery of any such Unit Owner's failure by the Association to comply with this Agreement, notice shall be mailed or hand delivered to the Unit Owner outlining the required maintenance and/or repairs, which the Unit Owner(s) must perform. Any delay in sending the notice shall not be deemed a waiver of any Unit Owner(s) failure to comply.
- 10) Within fourteen (14) days from the date the notice identified in Paragraph 9 above was sent, or shorter period set forth in the notices, the Unit Owner must perform the required maintenance or make repairs or notify the Board of a reasonable schedule for completing maintenance and/or repairs, which shall be subject to approval by the Board.

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION, INC.

---

BFCA – President's Signature

---

Unit Owner's Signature

---

Unit Owner's Signature

State of Missouri     )  
                                  ) ss  
County of St. Louis    )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the President of the Brentwood Forest Condominium Association, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged such execution to be their duly authorized free act and deed.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Missouri     )  
                                  ) ss  
County of St. Louis    )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, personally appeared \_\_\_\_\_ (and) \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, herein as their free act and deed.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

The Maintenance Supervisor upon reviewing the proposed modification recommends:

Approval ( )

Denial ( )

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Maintenance Supervisor

\_\_\_\_\_  
Date

Landscaping:

( ) \$\_\_\_\_\_ fee for loss/removal of \_\_\_\_\_ bushes/shrubs

( ) \$\_\_\_\_\_ fee for moving irrigation

Modification Application approved by the Board of Managers at the \_\_\_\_\_  
20\_\_\_\_ Board Meeting upon compliance of changes and/or requirements, if any.

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_  
President

Date \_\_\_\_\_

**ADJACENT OWNER MODIFICATION AUTHORIZATION**

I \_\_\_\_\_  
(Name of Owner requesting the modification)

Unit Owner of \_\_\_\_\_  
(Brentwood Forest condo to be modified)

regarding a modification to \_\_\_\_\_  
(Brief description of modification)

has requested approval from \_\_\_\_\_  
(Adjacent neighbor's name)

who resides at \_\_\_\_\_  
(Adjacent neighbor's Address)

hereby is aware of said proposed modification requiring approval from the Board of Managers of Brentwood Forest Condominium Association.

I hereby acknowledge that I reviewed the drawings, if any, and approve of said modification and grant my authorization as adjacent owner for such modification to proceed.

\_\_\_\_\_  
Adjacent Owner's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address of Adjacent Owner

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BRENTWOOD FOREST CONDOMINIUM ASSOCIATION**

**ADJACENT OWNER MODIFICATION AUTHORIZATION**

I \_\_\_\_\_  
(Name of Owner requesting the modification)

Unit Owner of \_\_\_\_\_  
(Brentwood Forest condo to be modified)

regarding a modification to \_\_\_\_\_  
(Brief description of modification)

has requested approval from \_\_\_\_\_  
(Adjacent neighbor's name)

who resides at \_\_\_\_\_  
(Adjacent neighbor's Address)

hereby is aware of said proposed modification requiring approval from the Board of Managers of Brentwood Forest Condominium Association.

I hereby acknowledge that I reviewed the drawings, if any, and approve of said modification and grant my authorization as adjacent owner for such modification to proceed.

\_\_\_\_\_  
Adjacent Owner's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address of Adjacent Owner

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ADJACENT OWNER MODIFICATION AUTHORIZATION

I \_\_\_\_\_  
(Name of Owner requesting the modification)

Unit Owner of \_\_\_\_\_  
(Brentwood Forest condo to be modified)

regarding a modification to \_\_\_\_\_  
(Brief description of modification)

has requested approval from \_\_\_\_\_  
(Adjacent neighbor's name)

who resides at \_\_\_\_\_  
(Adjacent neighbor's Address)

hereby is aware of said proposed modification requiring approval from the Board of Managers of Brentwood Forest Condominium Association.

I hereby acknowledge that I reviewed the drawings, if any, and approve of said modification and grant my authorization as adjacent owner for such modification to proceed.

\_\_\_\_\_  
Adjacent Owner's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address of Adjacent Owner

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BRENTWOOD FOREST CONDOMINIUM ASSOCIATION**

**ADMINISTRATIVE POLICY**

**Unit Owner Maintenance Responsibility for Modifications**

Whereas, Article XVII of the Declaration and By-Laws creating the Brentwood Forest Condominium Association provides for maintenance of the Common Elements; and

Whereas, the same Article XVII further provides for approval of modification to a Unit or its Common Elements and the Unit Owners responsibility for the maintenance thereof; and

Whereas, the same Article XVII empowers the Board with the ability to make a special assessment for the cost of maintenance or repair to a modification; and

Whereas, the Brentwood Forest Board of Directors wishes to clearly define the maintenance responsibility of a Unit Owner for his modification;

**BE IT THEREFORE RESOLVED** that these procedures will be followed:

- 1) Following approval of a modification request, the Board of Directors may record the Unit Owner Modification Agreement with the St. Louis County Recorder of Deeds, and the Unit Owner agrees to execute such agreement.
- 2) A Unit Owner and his successors and/or assignees shall be responsible for maintaining any modification to a Unit and/or the Limited Common Elements.
- 3) By the Modification Agreement, the Unit Owner shall be obligated to inform all subsequent assignees of the modification and maintenance responsibility thereof. Except that the Board may do normal maintenance such as painting, and charge the Unit Owner for cost of such normal maintenance of the modification, by special assessment.
- 4) Should the Unit Owner or his assignee fail to meet their maintenance responsibility, to the satisfaction of the Board of Directors, notice shall be mailed or hand delivered to the Unit Owner outlining the required maintenance and/or repairs.
- 5) Within fourteen days from the date of the notice, the Unit Owner must perform maintenance or make repairs or to notify the Board of his schedule for maintenance and/or repairs.
- 6) Should the Unit Owner fail to make the repairs or respond to the Board's request for maintenance, in the manner specified above, a second notice shall be delivered to the Unit Owner, advising the Unit Owner that maintenance repairs or removal shall be made by the Condominium Association. All costs, including administrative costs, will be charged as a special assessment against the Unit Owner. The Unit Owner shall remain responsible for future repairs.

This policy and the procedures were approved by the Brentwood Forest Board of Managers the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## **BRENTWOOD FOREST CONDOMINIUMS HEAT POLICY**

To prevent frozen pipes, owners/tenant who does not provide adequate heat in their condo is in violation of the Brentwood Forest Declarations and By-Laws, Section 18.2-B Maintenance of Units that states: Each unit owner shall keep his unit in good order and repair, shall maintain sufficient heat to prevent pipes in the building from freezing. An automatic fine in the amount of \$200 will be assessed against the unit for each occurrence. The temperature inside a unit may not register lower than 50 degrees. If the Association discovers the temperature in a unit is too low, it will be the sole discretion of the Association Management whether a fine will be assessed. Each unit owner per the Declaration and By-Laws, Section 18.2-C Emergency Repairs to Unit empowers the Board the right to make emergency repairs and 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 cost may be assessed as special assessments against the unit owner.

Effective 1/1/2005

Revised 4-11-2019

## Pet Policy Revision

The Board of Managers has adopted a revised Pet Policy. The goal is to simplify the Rules and Regulations and make sure they are enforceable as well as comply with our Declaration and By-Laws. This revised Pet Policy is effective as of 4-11-2019.

### PETS

The Association permits dogs, cats, birds or other pets subject to Board approval and the following rules and regulations apply:

#### Pet Registration

Dogs and cats must be registered with the BFCOA Office. A pet application form completed by a veterinarian and applicant, a picture of the pet and a \$35 registration fee or \$50 for two pets is required within 15 days of the pet's occupancy. Any pet not properly registered with the BFCOA Office by May 31, 2019 shall be subject to the fine schedule listed below.

#### Pet Rules and Regulations

- No more than two (2) pets are allowed per unit, including any combination of dogs, cats or other household animals. Birds and fish are excluded.
- No dog which normally exceeds a maximum weight of 40 lbs. when fully grown is allowed.
  - Pursuant to federal law, an assistance animal is not subject to the weight restriction as long as proper documentation from a medical provider is provided, prior to the animal's occupancy.
- Pet owners are responsible for their pets and must immediately pick up pet waste deposited on the grounds and place it in an appropriate container.
- Pets are not allowed to be unattended on patios, decks, porches and balconies or on the common elements of the condominium community.
- Pets are required to be leashed and under the control of the handler when outdoors and not allowed to roam freely on the common grounds.
- Pets may not disturb neighbors.
- No chains, ropes, cages or doghouses are permitted outdoors.
- No livestock, wild animals or animals kept for breeding purposes are allowed.
- Cat litter must be disposed of in an appropriate manner and not on the grounds.

No warning is necessary for dangerous or vicious pets before the Association, with Board approval, directs that such animal(s) be permanently removed from the premises.

#### Fine Schedule

- |   |                |
|---|----------------|
| ➤ Within 30 days of pet's occupancy or 1 <sup>st</sup> rule violation | Warning Letter |
| ➤ Within 30 days after the warning letter                             | \$ 50 fine     |
| ➤ Within 60 days after the warning letter                             | \$100 fine     |
| ➤ Automatic fine for any dog over 40 lbs.                             | \$ 250 fine*   |

\*Any dog weighing over 40 lbs. and registered with the BFCOA Office as of 5-31-2019 shall not be subject to this fine.

IN WITNESS THEREOF, the Board of Managers of Brentwood Forest Condominium Association adopts the forgoing Pet Policy and Pet Registration Policies the 30<sup>th</sup> day of April 2019. The policies go into effect on May 31, 2019

BOARD OF MANAGERS OF BRENTWOOD  
FOREST CONDOMINIUM ASSOCIATION  
A Missouri Nonprofit Corporation.

By: Gerarda Schmalz  
Gerarda (Jardi) Schmalz, President

Attest:

Monika Kopfinger  
Monika Kopfinger, Secretary

THIS POLICY SHALL BE EFFECTIVE ON THE DATE OF MAY 31, 2019

Revised 4-11-19

**PET REGISTRATION**  
(Must be completed - Pet or No Pet)

Name \_\_\_\_\_ BF Address \_\_\_\_\_

Work Number \_\_\_\_\_ Cell Number \_\_\_\_\_ Home Number \_\_\_\_\_

NO PET ( ) Date \_\_\_\_\_ Signature of Resident \_\_\_\_\_ Owner ( ) \_\_\_\_\_ Tenant ( ) \_\_\_\_\_

PET ( )  
↓

**PET REGISTRATION & PET APPROVAL REQUEST**

Review the following pet regulations:

- ❖ A Pet Application form is required to be completed by a veterinarian prior to the pet(s) occupancy.
- ❖ Attach a current photo of your pet. BFCA may request to take a picture of the pet at their discretion.
- ❖ Attach a pet application fee (**1 Pet \$35 – 2 Pets \$50**) payable to Brentwood Forest Condominium Association.
- ❖ No dog which normally exceeds a maximum weight of 40 lbs. when full grown will be allowed.
- ❖ Fines are assessed for unapproved and unregistered pets and pet violations.
- ❖ Pet owners agrees to abide by the BFCA Pet Policies and the City of Brentwood Pet Ordinances.

**MY SIGNATURE ABOVE AUTHORIZES THE VETERINARIAN  
TO COMPLETE THE FOLLOWING INFORMATION**

Pet #1 Dog ( ) Cat ( ) – Male ( ) Female ( )  
 Pet's Age \_\_\_\_\_ Pet Occupancy Date \_\_\_\_\_  
 Pet's Name \_\_\_\_\_  
 Breed \_\_\_\_\_  
 Present Weight \_\_\_\_\_  
 Est. Full-grown weight \_\_\_\_\_  
 Neutered Yes ( ) No ( )  
 Shots: Rabies 1 year ( ) 3 year ( )  
 DHLPP Date \_\_\_\_\_

Pet #2 Dog ( ) Cat ( ) – Male ( ) Female ( )  
 Pet's Age \_\_\_\_\_ Pet Occupancy Date \_\_\_\_\_  
 Pet's Name \_\_\_\_\_  
 Breed \_\_\_\_\_  
 Present Weight \_\_\_\_\_  
 Est. Full-grown weight \_\_\_\_\_  
 Neutered Yes ( ) No ( )  
 Shots: Rabies 1 year ( ) 3 year ( )  
 DHLPP Date \_\_\_\_\_

Animal Hospital/Clinic \_\_\_\_\_

Address \_\_\_\_\_

Veterinarian's Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

The information provided is accurate to the best of my knowledge and, as the pet owner named above, I agree to abide by the BFCA Pet Policy.

Owner/Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Pet(s) approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Office Approval \_\_\_\_\_

**BRENTWOOD FOREST CONDOMINIUM ASSOCIATION  
RESPONSIBILITY FOR  
BUILDING/INTERIOR PROPERTY DAMAGE**

**POLICY RESOLUTION**

WHEREAS, Articles One and Five of the Declaration and By-Laws of Brentwood Forest list Unit and Common Element descriptions; and

WHEREAS, Article XVII charges the Board with the power and duty of maintenance only of Common Elements; and

WHEREAS, Article XVII Section 17.3 B Article XVII, Section 18.2 describes maintenance and repair obligations of each Unit Owner, Article XVII, Section 17.3 E further obligates each Unit Owner to obtain insurance on the interior of the owner's unit(s); and

WHEREAS, the Board of Special Resolution pursuant to Article XVII, Section 17.3 does hereby further define the responsibility it assumes regarding damage to the interior of the unit resulting from any direct failure of the Common Elements;

BE IT THEREFORE SPECIALLY RESOLVED that the following policies regarding responsibilities for damage caused are hereby established:

1. It shall be the Unit Owner's responsibility to practice a reasonable amount of attentiveness to any potential situation in or around his/her unit affecting the maintenance of Common Elements or potentially threatening the interior of the unit. Any such maintenance need should be promptly communicated to the Board or its management agent in writing.
2. Under the Declaration and Condominium Statutes the Association is not responsible for initial damage to a unit caused by the clear and direct failure of the Common Elements. However, the Association has voluntarily agreed by this policy to assume some financial responsibility for fixing such damage under the provisions of this policy. In the event that a Unit Owner shall suffer damage to the interior portions of the unit to the extent such damage is not covered by the Unit Owner's Homeowners Insurance (which for purposes of this resolution shall include ceilings, walls, and floors, wall coverings, floor coverings, and fixtures of the quality installed by the developer) due to a clear and direct failure of the Common Elements the Association shall reimburse the Unit Owner for the direct restoration costs approved in advance by the Association, except for reasonable emergency repairs which will not require prior approval. It shall be the Unit Owner's responsibility to immediately inform the Association Management of such failure and of any damage caused by the failure. If additional damage occurs

due to the delay or failure to report the Common Elements failure, the Unit Owner shall be responsible for such additional damage. Any compensation by the Board must be clear failures of the Common Elements and not cracking caused by normal settlement, leaks from another unit or from another unit's plumbing, negligent or willful acts of Unit Owners, their family, tenants and guests, or other expected maintenance expenses.

In the event that damage is due to an insured peril under the Association's policy, such as fire or windstorm, the insurance provisions described in item number 9 below will take precedence over the provisions in this section and the Unit Owner may be required to pay part or all of the deductible.

No compensation will be made for personal injury or damage to personal property located inside the Unit and no compensation will be made for the expense of alternative lodging, time taken off work, or other incidental damages suffered by the Unit Owner and the Association reserves the right to have the Unit Owner sign a waiver of such damages to be eligible for reimbursement under this policy.

3. The Board of Managers reserves the right to elect not to file an insurance claim if it deems it is in the best interest of the Association, or if the loss was caused by a willful or negligent conduct of the Unit Owner; e.g., failure to maintain adequate heat when outside temperature is below freezing. If the claim is not filed solely due to the small size of the claim, the Association shall pay the sums that would have been paid by the insurance.
4. Compensation will be made based on the lowest of reasonable proposals obtained by the Unit Owner's licensed contractors at the time of damage for either repair or replacement less sums paid for such damage under the Unit Owner's insurance. The Board shall only be responsible to reimburse for repairing of the walls or ceiling actually damaged unless in its opinion a reasonable match of colors is not possible.
5. The Board through its agents reserves the right to inspect the damage, review the estimates submitted by the Unit Owner, or have its own estimates made by the contractors or agents selected by the Board. The Board shall have the discretion to have work done by its contractors in the event that the repair work includes Common Elements or other units or if it believes that the Unit Owner's contractors may not be qualified to do the work, or is charging sums in excess of the sum which the Board has determined is necessary to accomplish the work (unless the Unit Owner agrees to pay the difference). Otherwise interior repair work in a unit shall be done directly for the Unit Owner by the Unit Owner's contractor.

6. Repairs to correct the interior unit damage are not to begin until the Board has had reasonable time to correct the source of the problem. In the event of premature repair to the inside of the unit, the Board accepts no responsibility for further damage under this policy.
7. The Board will not reimburse the Unit Owner for damages until such time as the repairs or replacement are complete and the Unit Owner provides written proof of payment of the contractor(s), (or arrangements have been made for direct payment by the Association), and the Unit Owner must sign an acknowledgment and release, that the damage has been repaired to Unit Owner's satisfaction and that no further claim will be made against the Association regarding the matter.
8. The Board retains all authority to make determinations of the means or amount of any settlement of any claim resulting from losses due to any failure of the Common Elements. The decision will be communicated to the Unit Owner in writing.
9. The Association shall provide a Master Policy or property insurance for insured losses to the Common Elements and the Units. Coverage of the Units under the Master policy includes replacements of items attached to the building, which are owned and used exclusively by individual Unit Owners, such as garages/carports, paint, carpeting or other flooring, plumbing and lighting fixtures, built-in appliances and cabinets; but only to the extent, type, and quality of such items as installed immediately prior to the loss including improvement and betterments made to the unit by the Unit Owner(s).

The Master Policy deductible is \$10,000 for covered perils other than Earthquake. The Earthquake deductible is 15% of each Building Limit. A current estimate of each Unit Owner's share of the Earthquake deductible is **approximately \$22,000** if all the units in a building were damaged. The responsibility to pay these deductibles except as limited in subsection B below and any future deductibles shall be as follows:

- a. If a loss is to the "Common Elements" only, the deductible shall be paid by the Association. However, if such loss is directly caused by the negligence or misconduct or fault of a Unit Owner, tenant or such individual's, family members, friends, contractors, guests, or pets then the deductible shall be paid by that Unit Owner.

- b. If a loss is due to a defect, malfunction or other failure with the plumbing, heating, cooling, electrical, other equipment, fixtures or contents of any Unit, the Owner of such Unit shall be responsible to pay the whole deductible for the entire loss to that Unit, other Units and Common Elements, even if there is not any negligence, misconduct or fault associated with the failure. This shall be the case even if all of the damage is to a different Unit or Units than the one where failure occurred.
  - c. If a loss to any Unit or Units is due to the negligence, misconduct or fault of a Unit Owner, tenant, or such individual's family, friends, contractors, guests or pets, (including failure to make repairs in a timely manner) the entire deductible shall be paid by the Owner of such Unit.
  - d. If a loss involves more than one Unit and is not covered under sections 9.b. and 9.c. above, then the Unit Owners involved in the loss shall share the Master Policy deductible proportionately, to the extent of the monetary loss to each Unit covered by the Master Policy.
10. Each Unit Owner shall be responsible for keeping in force a Personal Insurance Policy providing coverage for the Owner's personal property, personal liability, and for damages for the unit below the Master Policy deductibles or in excess of the coverage level of the Association's insurance. This policy should include *Special Form* and *Earthquake* coverage for the unit's *Dwelling/Building* items which are below the Master Policy deductibles. The Coverage A - Dwelling/Building Limit should be high enough to cover the larger of the two Master Policy deductibles. Each Owner is responsible for the deductible under his/her own Personal Policy, regardless of the cause of a covered loss.

This policy shall be effective on the date of adoption and replaces the prior policy resolution adopted August 30, 1993, February 23, 1998, January 29, 2001, September 26, 2005, and November 27, 2006.

This policy as amended is adopted this 5 day of March 2010

ATTEST: Judith W. Moran  
Secretary

Scott L. Dolan  
President

JUDITH W. MORAN  
Secretary's Printed Name

Scott L. Dolan  
President's Printed Name

**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.

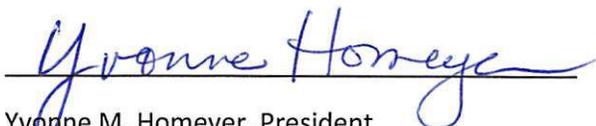
  
\_\_\_\_\_  
President  
Brentwood Forest Condominium  
Association Board of Managers

AMENDMENT TO "STORAGE CONTAINERS" SECTION OF PARKING RULES IN THE "BRENTWOOD FOREST RULES, REGULATIONS, POLICIES AND REFERENCE INFORMATION" EFFECTIVE ON JAN. 1, 2017

Old Rule: "Storage Containers. No storage containers are allowed in parking areas without prior authorization from the Association office. The Association office shall have sole discretion on placement and time limits that the container may remain on the premises."

New Rule: "**Dumpsters and Storage Containers** (also known as Mobile Storage Containers, Mobile Storage Units, and Mobile Storage Pods). No dumpster or storage container shall be allowed anywhere on the premises of Brentwood Forest without prior written authorization from the Association. The Association shall have sole discretion regarding size, location, and time limits that the dumpster or storage container may remain on the premises, including the original authorization and any extensions. Any person who places a dumpster or storage unit on Brentwood Forest property without written authorization from the Association will be assessed an automatic fine of \$50.00. Any person who continues to place a dumpster or storage unit on Brentwood Forest property after the termination of the Association's written authorization will be assessed a fine of \$50.00 per day after the termination date until the dumpster or storage container is removed.

Approved by the Board of Managers on January 25, 2022

  
Yvonne M. Homeyer, President