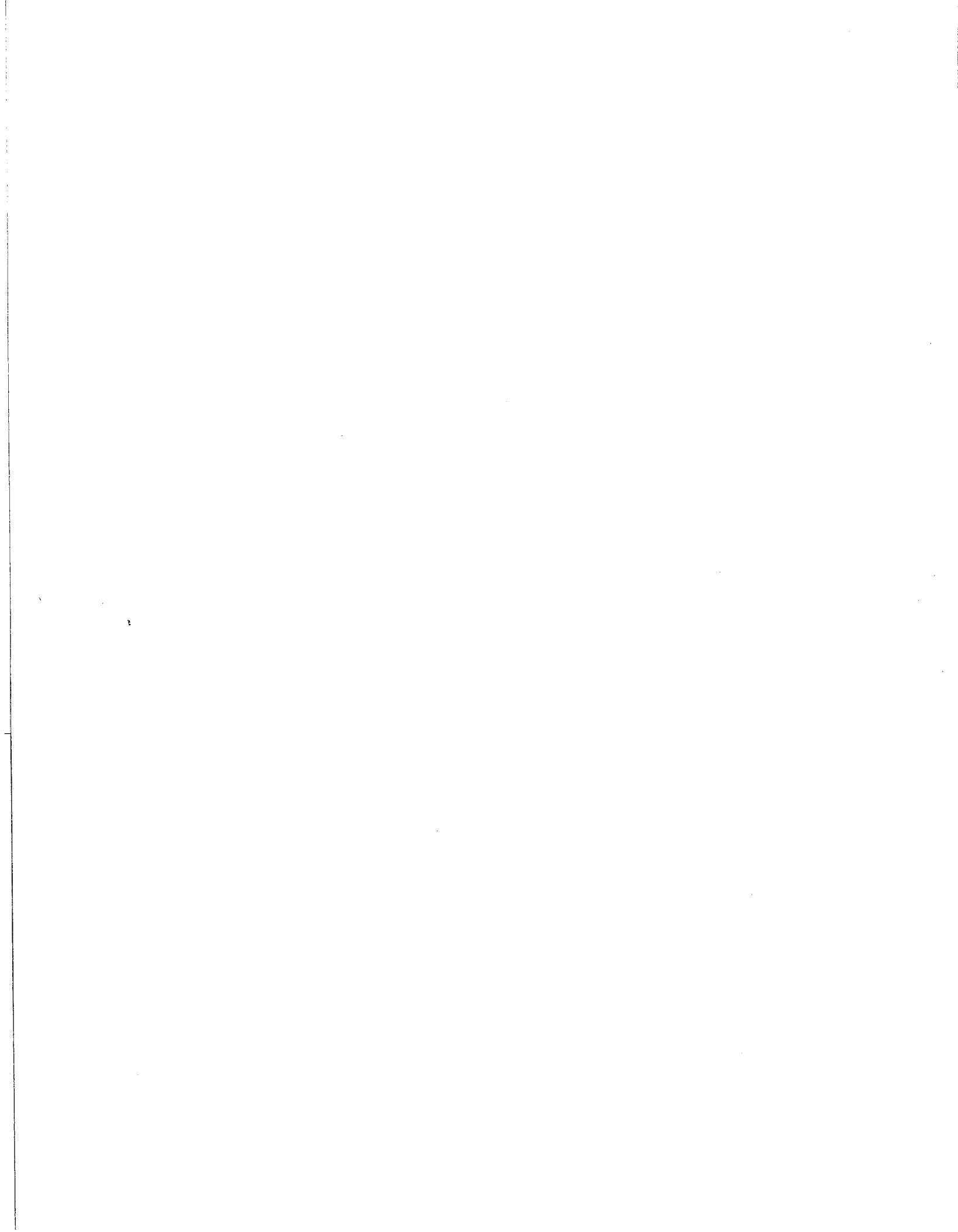


**Brookshire
Condominium
Association**

**Revised Rules
And Regulations**

Effective 14 June 2000

**This document supersedes any and all
Rules and Regulations you may have.
Please destroy your old Rules and
Regulations.**



**BROOKSHIRE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

The following listed policies, rules and regulations were adopted on the 18th day of February, 1987, revised on the 13th day of October, 1994, the 11th day of January, 1996 and on the 14th day of June 2000. Many of the policies, rules and regulations are merely a reenactment of existing policies, rules and regulations, others are amended, completely changed or cover areas where no policies, rules and regulations were in effect prior to this date. This document supersedes any and all policies, rules and regulations which have been enacted prior to this time that deal with the same matters, but do not supersede any policies, rules and regulations which have been passed prior to this Resolution and which are not in conflict with the policies, rules and regulations contained in the Resolution.

These rules may be amended, added to, or deleted from as the Executive Board of Directors so determines. Proper notification of any such amendments, additions or deletions to the rules shall be given.

Additions, Alterations, Decorations and Maintenance (87)

1. Requests from owners for any additions, construction or alterations to common areas must be presented in advance, and in writing to the Executive Board of Directors. The request will be reviewed at the next Board meeting, and the owner(s) will be notified in writing of Board approval or disapproval. The Board, in its sole discretion, may approve, disapprove or require alterations of any plans submitted to it.
2. Owners are not allowed to paint or otherwise decorate or change the appearance of any common elements or any portion of the buildings (not within the bounds of owner's unit), unless prior written approval of the Board is obtained.
3. Owners are not allowed to place statues, birdbaths or similar devices on common elements unless the prior written approval of the Board is obtained.
4. Nothing shall be altered, constructed in, removed from, or added to the common areas and facilities, without prior written approval of the board, nor shall anything be done which would or might jeopardize or impair the safety, soundness, or well being of the common areas, facilities or residents.
5. Except in the case of an emergency, the Board of Directors must be notified prior to any action that affects common elements.
6. Each owner shall maintain and keep their unit in good order and repair and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which said unit is situated, or which would be in violation of the law.
7. Any owner(s) violating this section may be required to remove, replace or modify the offending modification at his own expense, be assessed for any damages it caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Signs and Commercial Activities (87/00)

1. Signs of any kind are not permitted to be displayed outside of any unit (also, signs may not be displayed in any window and "for sale" signs may not be displayed in car windows) without prior written approval of the Board. This applies to owners, lessees, and others, including Realtors.
2. Unit owners shall not cause or permit anything to be hung or displayed on the outside of any unit, or placed on the outside walls or any of the building and no signs, awnings, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any of the buildings, without prior written approval of the Board.
3. Unit owners shall not cause or permit Satellite Dishes to be hung on the outside of any unit, or placed on the outside walls or any of the building or to be affixed to or placed upon the exterior walls or roof of any of the buildings, without prior written approval of the Board. Satellite dishes must be placed within the confines of the unit's patio and must be placed on a post in the ground with a height no higher than 4 feet. A \$75.00 refundable deposit is required prior to the installation of all satellite dishes. Refund of deposit will be issued upon sale of unit and/or removal of post and satellite dish.

4. Unit owners shall not cause or permit TV Cable cables to be run through exterior walls or feet of any building, without prior written approval of the Board. TV Cable cables should be run through outside vents to unit interiors.
5. Signs of any kind are not permitted to be hung or displayed on or in any common areas.
6. Commercial or offensive activities, including any activity that constitutes a nuisance, shall not be permitted.
7. Each unit shall be used as a single-family residence, or not by more than two (2) unmarried person per bedroom in the unit and for no other purpose.
8. Any owner(s) violating this section may be required to remove the sign and/or suspend the commercial activity at his own expense, be assessed for any damages caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Pet Policy (87/94/00)

1. No animals , reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property, except that one cat, one dog or two caged birds may be kept as a pet in a condominium, subject to the following:
 - a. All dogs and cats must be less than 40 pounds full grown. Any and all dogs and cats owned and/or acquired by the residents over 40 pounds full grown must be removed from the unit unless prior written approval for large dogs or cats is obtain from the Board. Any written approval given for large dogs or cats by the Board is revocable. Upon revocation removal of the large dog or cat will be required immediately. Pit bull and certain other breeds as determined by the Board will NOT BE PERMITTED.
 - b. All dogs and cats must be walked on a leash and the owner(s) shall be responsible for immediately picking up and disposing of any animal feces deposited on the common ground and unit patio areas. No pets are allowed to be staked out on the common elements unless the owner(s) has constant visual contact with the pet. Leashes may not be left outside when not in use. Stakes may only be left outside if placed near the building and not in a grassy area.
 - c. Good judgment should be exercised as to a reasonable length of time for confining a pet in the patio area especially during inclement weather. The owner(s) shall be responsible for picking up and disposing of any animal feces deposited in the patio area.
 - d. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from Condominium property upon three (3) days written notice from the Executive Board of Directors.
 - e. All dogs and cats are required to wear a collar with a current rabies tag attached and maintained in accordance with St. Louis County Ordinances.
 - f. Residents are encouraged to contact the Management and the Humane Society if they see or feel there is any indication of animal abuse in the complex.
 - g. A fine of subject to Policy 94-1 shall be assessed against anyone who violates any section of this policy.
2. Residents who wish to keep more than one cat; one dog or two caged birds must obtain prior written approval from the Board to do so.
3. Any owner(s) violating this section may be required to remove the animal at his own expense, be assessed for any damages caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Planting on Common Ground (94)

1. There shall be no planting by unit owners or residents in the common elements unless prior written approval is received from the Board. Unit owners or residents may maintain flowers or plants in individual planters, flowerboxes or inside the fenced patio area without written approval.

2. The unit owner(s) who does the planting shall be responsible for the care and maintenance of the planting. If any unit owner fails to take proper care of the 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 and an assessment made against the unit owner(s) for the cost of work done, as well as a fine.
3. Grounds contractors cannot be held responsible for damage to personal flowers and plants in the common elements from weed killers, sprays, grass cutting and trimming, etc.
4. Any owner(s) violating this section may be required to remove the plants at his own expense, be assessed for any damages it caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Vandalism or Damage to Common Elements or Other Units (94/00)

1. Anyone who unintentionally damages part of the common elements shall be responsible for paying to repair the damage. In addition, the Board may impose a fine for any damage caused intentionally or recklessly. This fine will be assessed against the unit owner(s) at the Board's discretion.
2. Parents are responsible for and encouraged to instruct their child(ren) on these Rules and Regulations as needed. Parents are responsible for the conduct of their child(ren) and for any intentional or unintentional acts of their child(ren) and will be subject to fines and/or Court action initiated by the Board.

Use of Patios (94/00)

1. Patios are a part of the limited common element and reserved for the exclusive use of the unit to which it is attached. As such, the unit owner is responsible for the repair, replacement and maintenance of the patio, storage shed and fences.
2. The patios and the common ground surrounding the patios are to be kept in neat and orderly condition. No rusty or broken furniture, dead plants, appliances, used automobile parts, ATV's, motorcycles, other gas powered machines or other items may be stored on any patio or in a unit. Upon the Board's inspection, if any patio is found to be kept in a disorderly condition or used for storage, so as to create a nuisance, eyesore, or fire hazard, the Board, after a 10 day written notice to the unit owner(s) may levy a fine pursuant to the Rules and Regulations Section on Violations, Fines, Appeals and Liens, and may remove, haul away and/or destroy any personal property from such common areas at the owner's expense.
3. Patio lights must be in good working order so as not to create a fire hazard.

Peace Disturbance and Nuisance (94)

1. Any person who is a resident of the Condominium shall conduct himself or herself in a manner so as not to disturb the peace of other residents. Be considerate of your neighbors. This includes, but is not limited to, yelling, playing a stereo (vehicle or home), TV or musical instrument loudly or having a loud party in such a manner that the noise is clearly audible in another unit. Having a party on the common elements without authorization of the Board is strictly prohibited. Any use of drugs, or any use of alcohol by minors is prohibited. Leaving trash or garbage on the common areas or allowing foul odors to emit onto such areas or into other units is prohibited.
2. Fireworks and firearms (including air rifles, BB guns, bow and arrows and pellet guns) shall not be discharged or openly displayed in Brookshire Condominium.
3. The courtyards between the buildings are not playgrounds. Sports, congregating or other play activities are prohibited in the courtyards and should be conducted in the park area by the clubhouse. Damage can result to windows, bushes, trees and grass if this rule is violated and cost for repairs will be charged against unit of the responsible residents.
4. Parents will be held responsible for intentional and unintentional acts of their children and subject to fines and/or court action initiated by the Board.
5. Any owner(s) violating this section may be assessed for any damages caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

1. Any violation of the Condominium By-Laws or the policies, rules and regulations contained herein shall subject the unit owner(s) under whose authority that person is on Condominium property to a fine or assessment of \$50.00 for the first violation, \$75.00 for the second violation, and \$100.00 for any subsequent violation unless the specific section sets a different fine or assessment than above. The Board may, in its own discretion, give the unit owner(s) warning of a violation before imposing a fine, but no warning shall be required before sending out the notice of fine.
2. The monthly maintenance fee is due on the first day of each and every month at any such location designated by the Board. Failure to comply with this provision shall result in a late charge of \$10.00 per month. This late charge to be assessed on the tenth (10th) day of said month.
3. The Board and/or the Condominium Manager shall have the power to levy fines or assessments upon giving notice of the violation, and amount of the fine or assessment, in writing sent by regular mail to the unit and to the last known address of the unit owner(s) (if different).
4. Any unit owner(s) against whom the fine or assessment is levied, shall have 10 days from the date the notice was sent, to protest the imposition or the fine or assessment by delivering a written protest of such charge, stating with particularity the reasons the charge should not be imposed.
5. If a written protest is filed within the 10 day period, the Board shall consider such protest and may gather further information, reverse, modify or uphold the violation and/or the fine, in its sole discretion.
6. Upon the Board's final determination, it shall send notice of its determination to the protesting person and said fine or assessment shall be final and shall be immediately due.
7. If any fine or assessment, including Condominium fees and special assessments remain unpaid for a period of 30 days after due will be charged an additional \$10.00 per month late charge and the Board may place a lien against the unit of the person who owns the unit.
8. If a lien is filed against any unit, the Board shall have the right to collect the reasonable attorney's fees incurred in filing and/or releasing the lien, in addition to the amount of the assessment. The amount of such fees shall be clearly stated on the lien notice form sent to the unit owner(s).
9. The imposition of fines or assessments shall not in any way bar the Board from taking any further action for the same violation. The Board shall have the right to impose additional fines or assessments for the same or successive violations if such violations continue, and a new notice of violation is sent to the offending party.

Trash (94/00)

1. All trash must be placed in plastic bags and tied securely and placed in approved trash receptacles. Large cartons, furniture, appliances, tires, mattresses, hot water heaters and any thing that is not household garbage must not be placed in or around trash receptacle but must be removed by the resident, or arrangements made with the Management Company for removal and payment. Small cardboard cartons may be disposed of in the trash receptacles provided they are broken down and placed inside the trash receptacles.
2. Tires, grass cuttings, tree limbs, and brush are prohibited by law from being placed in trash receptacles.
3. Residents are encouraged to pick-up trash around units, common areas and garbage receptacles. Trash removal companies will not remove items not placed in trash receptacles.
4. Residents are encouraged to contact the Management company if they are aware of anyone placing any items in the trash receptacle that is not household garbage.
5. Residents are discouraged from putting cigars and cigarettes out on the grounds and grass of common areas.
6. Any owner(s) violating this section may be required to remove items other than household trash at his own expense, assessed for any damages caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Notice to the Board (94/00)

1. All notices to the Board should be in writing and should have the unit owner's name, unit number and phone number. The Board will not take any action on oral or telephone requests (except by special motion to suspend the rule). All notices should be mailed to the Condominium Management office or delivered at a Board meeting, and shall not be effective if delivered to a Board Member's or Manager's residence. This regulation shall not be in effect for emergency situations where immediate action is needed.
2. All requests for maintenance in the common areas should be referred in writing to the Condominium Management Company or placed in the suggestion box at the exit of the complex. All requests will be acknowledged in writing by the Board/Management Company within 10 to 14 working days and answered in writing within 30 working days next scheduled Board meeting. The Brookshire Association does not handle problems regarding the interior of your unit nor the limited common elements designated exclusively for your use. Lessee should contact unit owner(s) for all maintenance requests pertaining to common areas or units.

Parking Policy (94/00)

1. All maintenance fees, late charges, assessments, fines, etc. in arrearage for more than 90 days will result in re-assignment of reserved parking space to pool area. Cost of moving reserved parking space back to a location near the unit will be the responsibility of unit owner, there is no guarantee that the assigned parking space will be the same as the original space.
2. All common areas designated as parking are solely for the personal use of unit owner(s), their families, guests and tenants to park cars, vans and pick-up trucks that are used on a regular basis and not commercial. No RVs, boats, trailers, large trucks or commercial vehicles (except those commercial trucks, including moving vans, are allowed to be parked only during time required to perform service to unit owner(s) and shall not block or impede means of access and/or egress or other residents. Owners utilizing such services should be mindful of their neighbors' needs. Vehicles not legally licensed are subjected to tickets by the St. Louis County Police Department and subject to towing by the Board.
3. Vehicles that are not in operating condition or which because of mechanical or other defect (i.e., flat tire, severe body damage, broken windows, open trunks, unlicensed, not inspected, leaking gas or oil, etc.) that constitutes a nuisance in the opinion of the Board and/or Management shall not be parked or left in the common areas and are subject to tow. All vehicles must be legally licensed vehicles. No vehicle shall be parked or left in the common area for the purpose of being repaired or offered for sale.
4. No vehicle may remain parked in the same parking space, whether designated or open, for a period longer than two (2) weeks without prior written approval from the Board.
5. Any vehicle that is in violation of the parking policy shall be given a 48-hour warning notice that shall be attached to the vehicle. 48 hours after such notice has been posted, the vehicle shall be subject to a fine of \$50.00 and an additional amount of \$5.00 per day for each day the violation continues (which if unpaid shall constitute a lien against the unit in which the vehicle owner(s) or user is living or visiting) and/or towing of the vehicle at the owner's expense.
6. All units have designated parking space(s) that is solely for the use of the owner(s), tenant and their guests. Anyone parking in the marked area of another unit may be subject to being towed at the vehicle owner's expense. If another vehicle is parked in your designated space for longer than six (6) hours the unit owner(s) may notify the Management Company. If still there after twenty-four (24) hours, the unit owner(s) may request that the Association have the vehicle towed at the expense of the vehicle owner(s).
7. Any vehicle parked in a "No Parking" zone shall be subject to being ticketed by St. Louis County Police Department. The "No Parking" zones are designated for Lemay Fire Department's emergency vehicles to have easy access to all units. For the safety of all residents, please do not park in a "No Parking" zone. St. Louis County Police Department may be contacted by calling 615-0162 or call 911. It is the responsibility of all residents to contact the police when cars are parked in "No Parking" zones.
8. Guests should be reminded to park in unmarked spaces or by the pool. Be considerate of your neighbors.
9. Commercial vehicles driven by residents may only be parked in unreserved spaces behind three level buildings 9 and 10 or around the pool area with prior written approval from the Board.

Brookshire Condominium documents allow the leasing of units, However, the documents and the Board's resolutions and policies also contain the following restrictions.

1. Any owner(s) who leases or rents their unit shall have a written lease that shall be subject to the provisions of the Declaration and the By-Laws and said lease shall so state. All leases shall be in writing and shall be signed by the owner(s) or his authorized agent and the Lessee
2. No unit shall be leased for transient or hotel purposes. All leases must be of at least six (6) months in duration as provided for in the Declarations and By-Laws. A lessee may not sublet or allow a third party to occupy the unit for less than six (6) months.
3. All tenants or occupants are subject to Association regulations and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association rules and regulations.
4. Tenants of a leased unit are entitled to use the recreation facilities and common elements only after the unit owner(s) has provided Management with a signed AGREEMENT FOR ASSIGNMENT OF ASSOCIATION PRIVILEGES.
5. The unit owner(s) must provide Management with a copy of the lease, full names(s) of lessee and occupants, all vehicles within the unit and the permanent address and emergency telephone number of the legal owner(s). The above listed information must be provided for all move-ins within 10 days. If the information is not provided a fine of \$100.00 will be assessed each month until such time as the Lessee information is provided to Management. In addition, until lessee information is provided to Management, parking and pool passes will not be issued to residents of the unit.
 - a. IN SUPPLYING LEASE INFORMATION TO MANAGEMENT, YEARLY RENTAL AND MONTHLY RENTAL AMOUNTS ARE TO BE EXCLUDED. MANAGEMENT AND THE BOARD ARE NOT INTERESTED IN THE RENTAL INCOME OF THE UNIT.
6. Unit owner(s) is always responsible for Association assessments and any other charges the Board may direct to the unit, including, but not limited to fines or assessments for violations of rules and regulation by the lessee.
7. The tenants and occupants of a unit are the guests of the unit owner(s). It is not the intention of the Board or the Management Company to be in a position of "police officers." Please be courteous to your neighbors and use common sense. Tenants are encouraged to assist the Association on committees and attend any meetings, but are not allowed to sit on the Board of Directors or to cast a vote.
8. All leases are subject to the attached addendum for Drug Free Housing and the lease should include the language in the addendum or the addendum itself.

Streets and Traffic (94/00)

1. Streets in Brookshire are primarily for the use of motor vehicles. All speed limits, stop signs, no parking zones and one-way street directives shall be obeyed. Bicycles are subject to the same regulations as motor vehicles.
2. There shall be no playing in the streets nor any use of skateboards, roller blades, three wheelers or hockey nets in the main streets. Throwing baseballs, soccer balls, basketballs, footballs, etc. in the main streets is prohibited. These activities are allowed in the parking lot at the pool or in the park area only.
3. Any owner(s) violating this section may be assessed for any damages caused, and be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Pool Usage (00)

1. Pool Usage is subject to the attached Addendum: SWIMMING POOL RULES

Curfew (00)

1. The curfew set by St. Louis County Ordinance will be in effect for the common areas.
2. Any owner(s) violating this section may be subject to a fine in accordance with the Rules and Regulations Section on Violations, Fines, Appeals and Liens.

Resale of Unit (00)

1. Unit owner selling a unit must provide a complete set of Brookshire Condominium Association Declarations, By-Laws and Rules and Regulations to unit purchaser(s). A \$25.00 fee will be assessed to Realty Company if the Board or Management Company supplies Declaration, By-Laws and Rules and Regulations:

RESIDENTS' COMMITMENT TO THE POOL

1. Pool hours are: Mon.- Closed for Maintenance, Tues. - Fri. - 12:00 to 8:00 p.m., Sat./Sun. - 10:00 a.m. to 8:00 p.m.
2. All fees, late charges, assessments, fines, etc. must be paid or current pool privileges will be revoked.
3. All residents and guests must sign in at the pool entrance area and show the pool monitor their pool pass.
4. Only residents of Brookshire and their invited guests are allowed to use the pool. All guests must be accompanied at all times by the resident. Each unit is restricted to two (2) guests at any one time. The resident is completely responsible for the behavior of their guests. The resident bringing guests to the pool must be over the age of sixteen (16).
5. In the case where an owner rents out the unit to another party, the owner relinquishes the right to use the pool.
6. Children under the age of twelve (12) must be supervised at all times by an adult over the age of sixteen (16).
7. No glass containers of any kind or alcohol beverages are allowed in the pool area.
8. No running or horseplay in the pool area.
9. Trespassers can and will be prosecuted for unauthorized use of the pool. Anyone, including residents using or attempting to use the pool after designated pool hours will be charged with trespassing.
10. Floats and beach balls are allowed in the pool. Dangerous toys, such as baseballs, softballs, basketballs and water guns are strictly prohibited in the pool and pool area.
11. When the pool is crowded and on Saturdays and Sundays, no pool toys are allowed.
12. When using the pool area, noise levels should be kept to a minimum. Radios use is permitted with headsets only so as not to disturb the people next to you. No screaming or yelling.
13. Only swimming apparel allowed in the pool. No nude bathing – adults or children. Babies must wear watertight plastic diapers.
14. Only tanning lotions are acceptable, no oils.
15. No pets are allowed in the pool area nor may they be leashed to the fence surrounding the pool.
16. Obscene and profane language or actions are prohibited.
17. Brookshire has no lifeguard on duty; please use caution at all times in and around the pool.
18. Monitors are present during operating hours to enforce the pool rules, they are not lifeguards.
19. Pool parties will be allowed at the pool and must be reserved with a \$50.00 deposit prior to the date of the party. (A reservation form may be obtained from the management company). The deposit will cover any damage to the pool, park or clubhouse. If the resident doesn't clean up from the pool party then the \$50.00 deposit will be kept and used to remove litter from the pool area. There is a limit of twenty (20) people allowed. The pool will remain open to other Brookshire residents and not remain open after normal hours.
20. Enforcement: Each resident is responsible for their actions and those of their children and guests. If your child or guest has their pool privileges revoked, your pool privileges are also revoked.
21. VIOLATION OF THESE RULES WILL RESULT IN EXPULSION FROM THE POOL for first offense, subsequent offenses will result is loss of pool privileges for the season.
22. A fine subject to Policy 94-1 shall be assessed against anyone who violates any section of this policy.

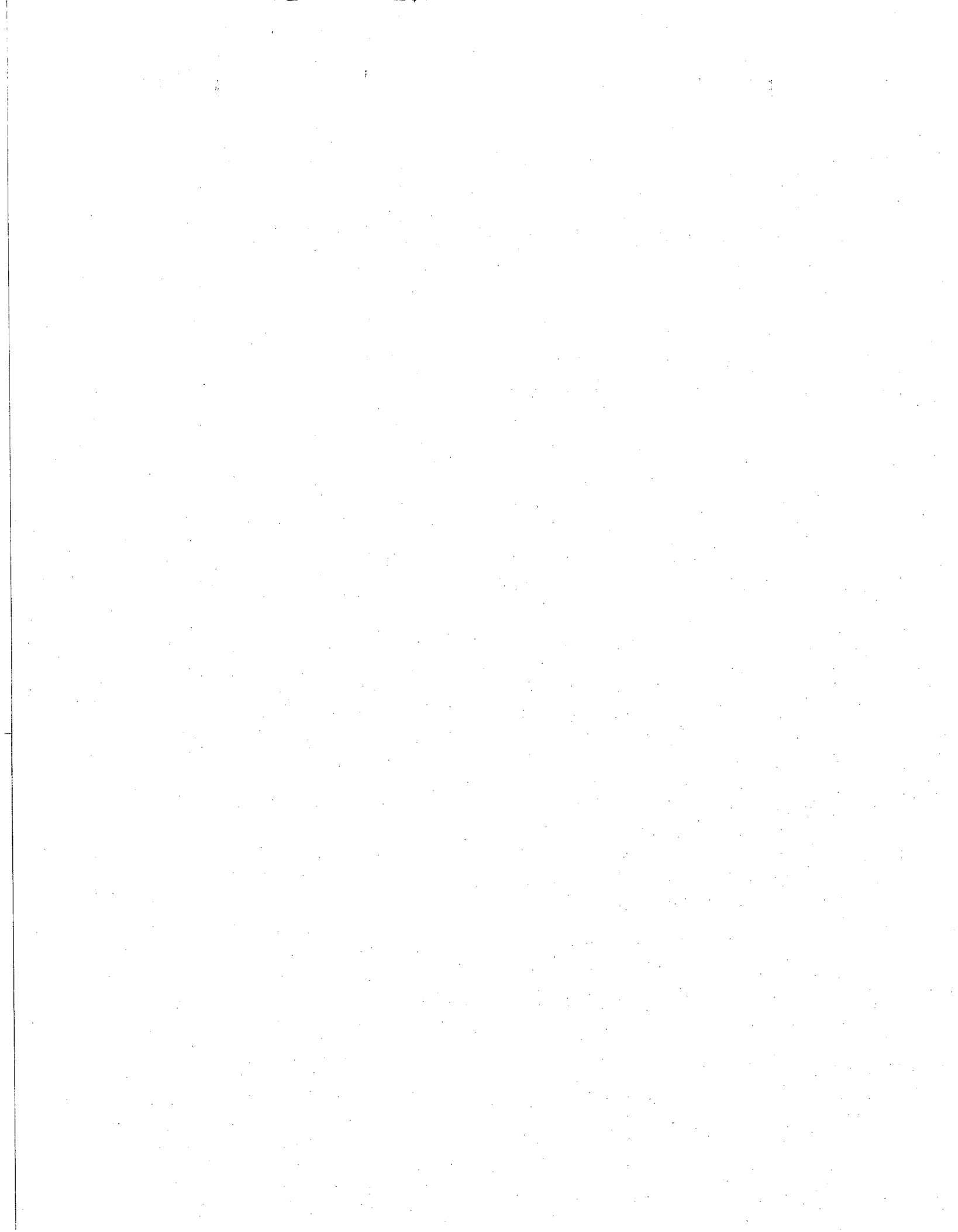
ADDENDUM: LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act 21 U.S.C. § 802.)
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near property premises.
3. Resident, any member of the resident's household, will not permit the unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, any member of the resident's household, will not engage in the manufacture, sale, distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE LEASE. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

Owner/Date

Resident/Date



MAINTENANCE RESPONSIBILITIES & DEFINITIONS

A

**USED BY MORE THAN ONE UNIT OWNER; OPEN TO ALL UNIT OWNERS;
CONTROL AND RESPONSIBILITY COMPLETELY THAT OF THE BOARD.**

Entire community building and pool facility, including operating equipment and furnishings.

Any special areas and equipment designated by the Board for recreational use by all owners whether part of the original development or acquired later by gift or purchase.

All private streets and parking areas, cleaning and repair.

All trash areas, cleaning and repair.

All sidewalks and steps including individual entrance walks; repair.

All retaining walls; repair and replacement.

All lighting installed for general use; original installation, maintenance and power.

All lawns, trees and shrubs; maintenance and planting.

All signs; repair and replacement.

All plumbing supply and waste lines serving two or more units; all electrical circuitry and equipment serving two or more units and mechanical equipment serving two or more units; extending from source to point where multiple use ends.

B

**USED BY MORE THAN ONE UNIT OWNER; NOT OPEN TO ALL UNIT
OWNERS; CONTROL AND RESPONSIBILITY COMPLETELY THAT OF BOARD.**

Roof, roofing, flashing and vents; repair and replacement.

Gutters, downspouts and splash blocks; cleaning, repair and replacement.

Masonry Veneer; repair.

Wood trim, soffits, fascia; repair and painting.

Front concrete entry slabs and sills; repair and replacement.

Exterior lighting fixtures not controlled by single unit owner; cleaning, repair, replacement and lamping.

C

USED BY ONLY ONE UNIT OWNER; NOT OPEN TO ANY OTHER UNIT OWNERS;
CONTROL BY BOARD, RESPONSIBILITY BY SINGLE UNIT OWNER SO SERVED.

Concrete patio slabs and concrete sill; repair and replacement.

Cleaning and maintenance of ground area (paved and unpaved) enclosed by patio fence.

All aluminum and glass, fixed and operating window frames, window sash, storm sash and screens and hardware; cleaning, repair and replacement.

All aluminum and glass, fixed and operating sliding patio doors, frame, sash, screen and hardware; cleaning, repair and replacement.

All aluminum and glass front entrance storm doors, frame, door sash and screen and hardware; cleaning, repair and replacement.

All front entry doors, frame door sash, locks and hardware; cleaning, painting, repair and replacement.

Dryer vents; repair and replacement.

Repair of exterior storage building, door, door hardware, walls, concrete floor slab, roof and roofing.

Painting of exterior storage building.

Repair of fences and gates including slats, posts, hinges and hardware.

All shrubs, flowers and gardens inside patio fence area.

Mail boxes; repair and replacement.

Exterior lighting fixtures controlled by single unit owner; cleaning, repair, replacement and lamping.

All plumbing supply and waste lines serving only one unit, all electrical circuitry and equipment serving only one unit and all mechanical equipment serving one unit; from point where multiple use ends to final end point at fixture or appliance.

TO: **BROOKSHIRE CONDOMINIUM UNIT OWNERS**

Please find enclosed for your information and convenience, a set of Brookshire Condominium Policies, Rules and Regulations which have been adopted by the Executive Board of Directors.

A copy of the By-Laws and Indenture was provided to owners when accepting a deed of conveyance to their respective unit. Many of the policies, rules and regulations enacted by your Board are provided in the By-Laws and Indentures; therefore, it is recommended that owners familiarize themselves with the documents.

Your compliance with these rules and regulations, and your continued support and cooperation are requested so that Brookshire Condominium can be a safe and attractive community.

**Executive Board of Directors
Brookshire Condominium**

Enclosure

The following listed policies, rules and regulations were adopted on the 18th day of February, 1987, revised on the 13th day of October, 1994. Many of the policies, rules and regulations are merely a reenactment of existing policies, rules and regulations, others are amended, completely changed or cover areas where no policies, rules and regulations were in effect prior to this date. This document supersedes any and all policies, rules and regulations which have been enacted prior to this time that deal with the same matters, but do not supersede any policies, rules and regulations which have been passed prior to this Resolution and which are not in conflict with the policies, rules and regulations contained in the Resolution.

These rules may be amended, added to, or deleted from as the Executive Board of Directors so determines. Proper notification of any such amendments, additions or deletions to the rules shall be given.

94-1 POLICY ON VIOLATIONS -- Fines, Appeals and Liens

1. Any violation of the Condominium By-Laws or the policies, rules and regulations contained herein shall subject the unit owner(s) under whose authority that person is on Condominium property to a fine or assessment of \$50.00 for the first violation, \$75.00 for the second violation, and \$100.00 for any subsequent violation unless the specific section sets a different fine or assessment than above. The Board may, in its own discretion, give the unit owner(s) warning of a violation before imposing a fine, but no warning shall be required before sending out the notice of fine.
2. The monthly maintenance fee is due on the first day of each and every month at any such location designated by the Board. Failure to comply with this provision shall result in a late charge of \$10.00 per month. This late charge to be assessed on the tenth (10th) day of said month.
3. The Board and/or the Condominium Manager shall have the power to levy fines or assessments upon giving notice of the violation, and amount of the fine or assessment, in writing sent by regular mail to the unit and to the last known address of the unit owner(s) (if different).
4. Any unit owner(s) against whom the fine or assessment is levied, shall have 10 days from the date the notice was sent, to protest the imposition or the fine or assessment by delivering a written protest of such charge, stating with particularity the reasons the charge should not be imposed.
5. If a written protest is filed within the 10 day period, the Board shall consider such protest and may gather further information, reverse, modify or uphold the violation and/or the fine, in its sole discretion.
6. Upon the Board's final determination, it shall send notice of its determination to the protesting person and said fine or assessment shall be final and shall be immediately due.
7. If any fine or assessment, including Condominium fees and special assessments remain unpaid for a period of 30 days after due, the Board may place a lien against the unit of the person who owns the unit.
8. If a lien is filed against any unit, the Board shall have the right to collect the reasonable attorney's fees incurred in filing and/or releasing the lien, in addition to the amount of the assessment. The amount of such fees shall be clearly stated on the lien notice form sent to the unit owner(s).

POLICY 94-4 Planting on Common Ground

There shall be no planting by unit owners or residents in the common elements unless prior written approval is received from the Board. Unit owners or residents may maintain flowers or plants in individual planters, flowerboxes or inside the fenced patio area without written approval.

The unit owner(s) who does the planting shall be responsible for the care and maintenance of the planting. If any unit owner fails to take proper care of the 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 and an assessment made against the unit owner(s) for the cost of work done, as well as a fine.

Grounds contractors cannot be held responsible for damage to personal flowers and plants in the common elements from weed killers, sprays, grass cutting and trimming, etc.

POLICY 94-5 Use of Patios

1. Patios are a part of the limited common element and reserved for the exclusive use of the unit to which it is attached. As such, the unit owner is responsible for the repair, replacement and maintenance of the patio.
2. The patios and the common ground surrounding the patios are to be kept in neat and orderly condition. No rusty or broken furniture, dead plants, appliances, used automobile parts or other items may be stored on any patio. Upon the Board's inspection, if any patio is found to be kept in a disorderly condition or used for storage, so as to create a nuisance, eyesore, or fire hazard, the Board, after a 10 day written notice to the unit owner(s) may levy a fine pursuant to the fine policy, and may remove, haul away and/or destroy any personal property from such common areas at the owner's expense.
3. Patio lights must be in good working order so as not to create a fire hazard.

POLICY 87/94-6 Pet Policy

1. All dogs and cats must be walked on a leash and the owner(s) shall be responsible for immediately picking up and disposing of any animal feces deposited on the common ground. No pets are allowed to be staked out on the common elements unless the owner(s) has constant visual contact with the pet. Leashes may not be left outside when not in use. Stakes may only be left outside if placed near the building and not in a grassy area.
2. Good judgment should be exercised as to a reasonable length of time for confining a pet in the patio area especially during inclement weather. The owner(s) shall be responsible for picking up and disposing of any animal feces deposited in the patio area.
3. A fine of \$50.00 per incident shall be assessed against anyone who violates this policy.
4. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from Condominium property upon three (3) days written notice from the Executive Board of Directors.
5. All dogs and cats are required to wear a collar with a current rabies tag attached.
6. Residents are encouraged to contact the Management and the Humane Society if they see or feel there is any indication of animal abuse in the complex.

POLICY 87-7 Signs and Commercial Activities

1. Signs of any kind are not permitted to be displayed outside of any unit (also, signs may not be displayed in any window) without prior written approval of the Board. This applies to owners, lessees, and others, including Realtors.
2. Unit owners shall not cause or permit anything to be hung or displayed on the outside of any unit, or placed on the outside walls or any of the building and no signs, awnings, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any of the buildings, without prior written approval of the Board.
3. Offensive or commercial activities, including any activity which constitutes a nuisance, shall not be permitted.
4. Each unit shall be used as a single family residence, or not by more than two (2) unmarried person per bedroom in the unit and for no other purpose.

POLICY 94-8 Trash

1. All trash must be placed in plastic bags and tied securely and placed in approved trash receptacles. Large cartons, furniture, appliances, tires, mattresses, and any thing that is not household garbage must not be placed in or around trash receptacle but must be removed by the resident, or arrangements made with the Management Company for removal and payment. Small cardboard cartons may be disposed of in the trash receptacles provided they are broken down and placed inside the trash receptacles.
2. Tires, grass cuttings, tree limbs, and brush are prohibited by law from being placed in trash receptacles.
3. Residents are encouraged to contact the Management company if they are aware of anyone placing any items in the trash receptacle that is not household garbage.
4. A fine of \$50.00 per incident shall be assessed against anyone who violates this policy

POLICY 94-9 Parking Policy

1. All common areas designated as parking are solely for the personal use of unit owner(s), their families, guests and tenants to park cars, vans and pick-up trucks that are used on a regular basis. No RVs, boats, trailers, large trucks or commercial vehicles (except those commercial trucks, including moving vans, are allowed to be parked only during time required to perform service to unit owner(s) and shall not block or impede means of access and/or egress or other residents. Owners utilizing such services should be mindful of their neighbors needs.
2. Vehicles that are not in operating condition or which because of mechanical or other defect (i.e., flat tire, severe body damage, broken windows, open trunks, unlicensed, not inspected, leaking gas or oil, etc.) that constitutes a nuisance in the opinion of the Board and/or Management shall not be parked or left in the common areas. All vehicles must be legally licensed vehicles. No vehicle shall be parked or left in the common area for the purpose of being repaired or offered for sale.
3. No vehicle may remain parked in the same parking space, whether designated or open, for a period longer than two (2) weeks without prior written approval from the Board.

POLICY 94-9 (Cont.)

4. Any vehicle that is in violation of the policy shall be given a 48 hour warning notice that shall be attached to the vehicle. 48 hours after such notice has been posted, the vehicle shall be subject to a fine of \$5.00 per day for each day the violation continues (which if unpaid shall constitute a lien against the unit in which the vehicle owner(s) or user is living or visiting) and/or towing of the vehicle at the owner's expense.
5. All units have designated parking space(s) that is solely for the use of the owner(s), tenant and their guests. Anyone parking in the marked area of another unit may be subject to being towed at the vehicle owner's expense. If another vehicle is parked in your designated space for longer than six (6) hours the unit owner(s) may notify the Management Company. If still there after twenty-four (24) hours, the unit owner(s) may request that the Association have the vehicle towed at the expense of the vehicle owner(s).
6. Any vehicle parked in a "No Parking" zone shall be subject to being ticketed by St. Louis County Police Department. The "No Parking" zones are designated for Lemay Fire Department's emergency vehicles to have easy access to all units. For the safety of all residents, please do not park in a "No Parking" zone. St. Louis County Police Department may be contacted by calling 889-2341. It is the responsibility of all residents to contact the police when cars are parked in "No Parking" zones.
7. Guests should be reminded to park in unmarked spaces or by the pool. Be considerate of your neighbors.

POLICY 94-10 Leases

Brookshire Condominium documents allow the leasing of units, however, the documents and the Board's resolutions and policies also contain the following restrictions.

1. Any owner(s) who leases or rents their unit shall have a written lease that shall be subject to the provisions of the Declaration and the By-Laws and said lease shall so state. All leases shall be in writing and shall be signed by the owner(s) or his authorized agent and the Lessee.
2. No unit shall be leased for transient or hotel purposes. All leases must be of at least six (6) months in duration as provided for in the Declarations and By-Laws. A lessee may not sublet or allow a third party to occupy the unit for less than six (6) months.
3. All tenants or occupants are subject to Association regulations and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association rules and regulations.
4. Tenants of a leased unit are entitled to use the recreation facilities and common elements only after the unit owner(s) has provided Management with a signed AGREEMENT FOR ASSIGNMENT OF ASSOCIATION PRIVILEGES.
5. The unit owner(s) must provide Management with a copy of the lease, full names(s) of lessee and occupants and the permanent address and emergency telephone number of the legal owner(s).
6. Unit owner(s) is always responsible for Association assessments and any other charges the Board may direct to the unit, including, but not limited to fines or assessments for violations of rules and regulation by the lessee.

POLICY 94-10 (Cont.)

7. The tenants and occupants of a unit are the guests of the unit owner(s). It is not the intention of the Board or the Management Company to be in a position of "police officers." Please be courteous to your neighbors and use common sense. Tenants are encouraged to assist the Association on committees and attend any meetings, but are not allowed to sit on the Board of Directors nor to cast a vote.

POLICY 94-11 Streets and Traffic

1. Streets in Brookshire are primarily for the use of motor vehicles. All speed limits, stop signs, no parking zones and one-way street directives shall be obeyed. Bicycles are subject by law to the same regulations as motor vehicles.
2. There shall be no playing in the streets nor any use of skateboards, roller blades, three wheelers or hockey nets in the main streets. Throwing baseballs, soccer balls, basket balls, footballs, etc. in the main streets is prohibited. These activities are allowed in the parking lot at the pool or in the park area only.

POLICY 94-12 Peace Disturbance and Nuisance

1. Any person who is a resident of the Condominium shall conduct themselves in a manner so as not to disturb the peace of other residents. Be considerate of your neighbors. This includes, but is not limited to, yelling, playing a stereo (vehicle or home), TV or musical instrument loudly or having a loud party in such a manner that the noise is clearly audible in another unit. Having a party on the common elements without authorization of the Board is strictly prohibited. Any use of drugs, or any use of alcohol by minors is prohibited. Leaving trash or garbage on the common areas or allowing foul odors to emit onto such areas or into other units is prohibited.
2. Fireworks and firearms (including air rifles, BB guns, bow and arrows and pellet guns) shall not be discharged or openly displayed in Brookshire Condominium.
3. The courtyards between the buildings are not playgrounds. Sports, congregating or other play activities are prohibited in the courtyards and should be conducted in the park area by the clubhouse. Damage can result to windows, bushes, trees and grass if this rule is violated and cost for repairs will be charged against unit of the responsible residents.

POLICY 94-13 Vandalism or Damage to Common Elements or Other Units

1. Anyone who unintentionally damages part of the common elements shall be responsible for paying to repair the damage. In addition, the Board may impose a fine for any damage caused intentionally or recklessly. This fine will be assessed against the unit owner(s) at the Board's discretion. Parents are responsible for the conduct of their children.

Appears in August 1994
Newsletter

After consulting an attorney, the Declarations and By-Laws and the Missouri Uniform Condo Act the Board of Directors is issuing this statement:

Henceforth, the Association will no longer take responsibility for any damage for any reason to the interior of a unit nor the limited common elements that are located outside of the unit that is allocated exclusively to that unit except as stated in Article 6.1 of the Declarations. The repair and maintenance shall be the responsibility of the unit owner or the unit owners of that particular building.

DECLARATION ARTICLES

Article 1.4 Common Elements: All portions of the condominium other than the units.

Article 1.11 Limited Common Elements: any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios

Article 1.12 Unit: A portion of the Condominium, consisting of one Unit and one assigned parking space appurtenant to such unit. Each Unit is designated and delineated on the Floor Plans, may include three or more rooms or enclosed spaces, shall have direct access to a public street or to a Common Element leading to such street, and is designated by this Declaration for separate ownership.

The boundaries of each Unit, both as to vertical and horizontal planes, are shown on the plat, are the undecorated surfaces of the perimeter walls facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the top most surfaces of the subflooring, and include the decoration on the surfaces of such perimeter walls, ceilings and subflooring, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

Article 2.4 Limited Common Elements:

(a) The limited common elements serving or designed to serve each respective Unit are hereby allocated solely and exclusively to each unit.

(B) In addition to the limited common elements as defined in Section 448.2-102 of the Act, limited common elements include, existing patios and frame storage sheds as shown on Exhibit "B".

BY-LAW SECTIONS

Section 8.9 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units: Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred. In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

