

## RULES

This document further defines the by-laws. It was created by the Board of Directors and in effect gets into all the issues, big and small, that the Board has encountered through the years. It is how the Board governs the homeowners. It covers the majority of the problems that may arise.

**FORUM WEST SECTION I CONDOMINIUM**

**ASSOCIATION RULES**

**REVISION A – December 30, 2003**

## CHANGE DESCRIPTIONS

“Was” condition to revision A changes. See Document for “Now” condition.

### **Section 1.7 – Doors and Windows**

..... than curtains and conventional drapery.....

**Section 1.9 – Signs** The following sentence was added.

As an exception, open house signs are acceptable on Saturday and Sunday between 9 AM and 6 PM when the unit is open for public viewing.

### **Section 1.13 – Laundry rooms**

..... be reported to “Coin Machine”. The phone number of “Coin Machine” is on the laundry machines.

**Section 4.5 – Open flame devices** The use of charcoal grills, chimneas or tiki torches are not allowed

**Section 5.1– Rules Pertaining to Insurance Coverages, Policies and Claims Procedures** Updated language addressing deductibles and insurance.

**Section 5.2 Property Insurance.** The Association shall provide property insurance for insured losses to the Common Elements and Units. Coverage of the Units under the Master Policy includes items attached to the buildings which are used exclusively by the Unit Owners, such as garages, decks, carpeting or other flooring, plumbing and lighting fixtures, built-in appliances and cabinets, which were initially installed when the Unit was originally sold to the first Owner. Replacement of these items is covered, but only to the extent of the original type and quality of the item. The *additional* value of upgraded items shall be insured be the Owners.

- 5.2.1 The Association’s Master Policy includes a deductible of \$5,000 for property losses, which amount may be changed from year to year. The deductible shall be allocated as follows:

**Section 8.2 – Complaints** The following sentence was added:

At the beginning of each calendar year, the board will notify each unit owner, in writing, the time and date of each board meeting for the ensuing year.

The following was removed from the last sentence:

at 7:00 PM on the third Thursday of each month in the Community Clubhouse.

**Section 10.1 Deck, Lanais and patio maintenance.** The unit owners are responsible for the deck, lanais and patio replacement and maintenance. The Association will maintain the dividing wall between two units and the cap rail of the outside wall on the town house decks. In the case of the end units the

Association will maintain the portion of the wall adjacent to the unit and the unit owner will maintain the portion of the wall opposite the unit.

Town house owners are responsible for the maintenance and replacement of the shingles on the outside of the short wall of the decks of the town houses. If replaced, these shingles must conform in color and texture to the other shingles in the complex.

**Section 10.2 Lattices on deck walls.** Unit owners may install or replace lattices on the top of the short deck walls on the townhouses. Lattice must be of a crosshatch pattern and approximately 36 inches high. Corner units may use an approximate 48 inch high lattice. The spacing between the posts should be approximately 4-5 feet while being approximately evenly spaced along the deck wall. This must conform to the color as specified in Section 1.5. An example of this lattice pattern are found at 13534 Coliseum Dr. There is no reimbursement for lattices by the Association. Lattices in existence prior to the date these rules are adopted do not need to be replaced to conform to the above. Board approval is required prior to the installation or replacement of lattices.

The page numbers in the TABLE OF CONTENTS were revised to reflect the above changes and the addition of this page.

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## PREAMBLE

The following Rules are adopted by the Board of Directors of Forum West Condominium Section I Association this 17th day of May 2001.

WHEREAS, the Association is governed by the "Forum West Condominium Section I Restatement of Declaration" as recorded on September 7, 2000 in Book 12680, Page 512-543 of the records of the Recorder of Deeds, St. Louis County, Missouri, as may be amended ("Declaration"); and

WHEREAS, the Board of Directors is authorized to adopt and amend reasonable rules to carry out the Association's responsibilities under the Declaration, pursuant to Section 7.5 of the Declaration; and

WHEREAS, the Board desires and intends to adopt certain rules in the best interests of the community as a whole, to implement the Declaration by definition, clarification, and procedural administration of certain provisions of the Declaration, and that said Rules shall supercede any previous rules and regulations promulgated by the Board.

WHEREAS, Section 7.5 of the Declaration provides that all Owners shall have the opportunity to comment on draft rules, and that such opportunity was provided at a meeting of the Association held on May 17, 2001.

NOW THEREFORE, in accordance with the procedures contained in Section 7.5 of the Declaration, the following Rules are adopted by the Board:

### ARTICLE I

#### USE OF UNITS AFFECTING COMMON ELEMENTS

**Section 1.1 – Occupancy Restrictions.** Units are limited to residential occupancy by single families; garages and carports are limited to the storage of vehicles and accessory storage, both as defined in the Declaration.

**Section 1.2 – No Commercial Use.** No Industry, business trade or commercial activities, other than garage and estate sales shall be permitted. Home professional pursuits without employees, public visits, or nonresidential storage is permitted. No signs placed by unit owners or persons other than the association, window displays or advertising, will be maintained or permitted on any part of the condominium.

**Section 1.3 – Access by Board.** The Board and the manager or its designated agent may access any of the units after 48 hour written notification for the

purpose of maintaining or preventing damage to the common elements or to another unit.

**Section 1.4 – Holiday Decorative Displays at Units.** Holiday decorations of Garden units will be limited to the door of the unit and the lanais or patio. Holiday decorating of town house units will be limited to the front and back of the unit and the common ground immediately adjacent and associated with the elements of the unit. Any electrical lighting will be rated for out door use and connected to avoid overloading electrical circuits. Lights will be turned off by Midnight. Decorations for all holidays may not be installed more than one month prior to the holiday and must be removed by one month after the holiday. Violators will be subject to fines as stated in Article IX.

**Section 1.5 – Painting Exteriors and deck shingles.** Owners will not paint, stain, or otherwise change the color of any exterior portion of any building or their unit except for the floor surface and the inside of the short wall on the decks on the town houses. The color of the floor surface is at the discretion of the unit owner. The inside of the short deck wall will conform to the following: The brown color for the appropriate portions of the complex is Forum brown, Forum gloss brown or Forum special formula brown (stain). The blue color for the appropriate town house portions of the complex is Forum blue. These paints are available on file at the Brod Dugan store located at Page Rd and Schuetz Rd.

**Section 1.6 – Cleanliness.** Each unit owner will keep his unit and decks, patios etc. in a good state of preservation and cleanliness and will prevent the accumulation of materials that are unsightly, constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common elements or the other units.

**Section 1.7 – Doors and Windows.** Unit owners will not cause or permit anything other than curtains/blinds and conventional window treatments. All windows will be the white and of the same type as originally installed in complex except that the individual window strips are not required. Storm doors on townhouse front and rear doors will be Forum brown color per paragraph 1.5 for the brown brick buildings and Forum blue per paragraph 1.5 for the white brick buildings.

**Section 1.8 – Landscaping.** Landscaping by individual owners is limited to the planting of flowers and other annuals in the area immediately adjacent to and associated with the unit. The look must be in good taste and not found undesirable or in poor taste by other residents. It also must conform to community standards as determined by the Board. Violators are subject to Article IX after notice and opportunity to be heard.

**Section 1.9 – Signs.** No signs, advertisements, billboards, or advertising structures of any kind may be created or maintained on the common elements or

displayed to public view from within any unit or exclusive use area. The Board will have the right to erect reasonable and appropriate signs on the common ground and streets. As an exception, open house signs are acceptable on Saturday and Sunday between 9 AM and 6 PM when the unit is open for public viewing.

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**Section 1.10 – No Window Air Conditioners.** Window air conditioners are not permitted in the condominium.

**Section 1.11 – Security.** Garden unit residents will keep the service and garage doors closed and locked.

**Section 1.12 – Fumes in garages.** The engines of unattended or attended vehicles in garages will not be allowed to idle for more than one minute.

**Section 1.13 – Laundry rooms.** Unit owner is not permitted to leave clothes in the laundry rooms for more than an hour after they have completed their cycle in the machines. No laundry supplies may be stored in the laundry room. All problems with the machines are to be reported to the “Current Vendor. The phone number of the “Current Vendor” is on the laundry machines.

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**Section 1.14 – Pool Rules and Pool Keys.** All unit owners are to adhere to the pool rules as are published and distributed annually by the pool board. Failure to comply with these rules will result in loss of pool privileges. When the units are sold or the resident is changed the unit owner is to provide the pool keys to the new resident or the pool manager.

## ARTICLE II

### Rules Pertaining to Satellite Dishes and Other Video Signal Receiving Devices

#### **Section 2.1 – Recitals.**

WHEREAS, the Federal Communications Commission (“FCC”) adopted an Order entitled “Over The Air Reception Devices,” effective October 14, 1996, as amended (“OTARD”), affecting certain private restrictions imposed on the installation, maintenance, and use of certain satellite dishes and other video signal receiving and transmitting devices (“Antennas”); and

WHEREAS, OTARD preempts the “prior approval” as to certain Antennas, but permits reasonable regulations provided that such regulations do not impair reception of an acceptable quality signal, or unreasonably prevent or delay installation, maintenance or use of an Antenna, or unreasonably increase the cost of installing, maintaining or using an Antenna; and

WHEREAS, the Association desires and intends to adopt reasonable rules, pursuant to Sections 7.5 and 11.8 of the Declaration, for the location, installation, maintenance and use of Antennas in the best interests of the Community and consistent with OTARD.

NOW, THEREFORE, the Association adopts the following rules and regulations for the Forum West Section I ("Community"), hereinafter referred to as the "Rules," which shall be binding upon all current and future Owners, tenants and other occupants of the Community, and which shall supersede any previously adopted rules or regulations on the same subject matter.

## **Section 2.2 Definitions**

- 2.2.1 Antenna: any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the Antenna.
- 2.2.2 Central Antenna: an antenna system installed by the Association to serve more than one Owner simultaneously.
- 2.2.3 Exclusive Use Area: a "Limited Common Element" as defined in Section 3.5(d)(5) of the Declaration, e.g., deck, balcony, terrace, patio or lanais allocated for the exclusive use or exclusive control of an Owner. If the Units are stacked, the Exclusive Use Area is limited to its airspace.
- 2.2.4 Individually-Owned Property: a Unit, as defined in the Declaration.
- 2.2.5 Mast: Structure to which an Antenna is attached for the purpose of elevating the Antenna to receive an acceptable quality signal.
- 2.2.6 Owner: any Unit Owner of record in the Community. For the purpose of this Rule only, "Owner" includes a tenant of the Owner.
- 2.2.7 Telecommunications Signals: signals received by DBS, television broadcast, and MDS Antennas.
- 2.2.8 Transmission-Only Antenna: any antenna used solely to transmit radio, television, cellular or other signals.

### **Section 2.3 - Reasonable Regulations**

These Rules shall be valid and enforceable to the extent any regulation herein does not preclude reception of an acceptable quality signal, or unreasonably prevent or delay installation, maintenance or use of an Antenna, or unreasonably increase the cost of installing, maintaining or using an Antenna, all in accordance with OTARD.

### **Section 2.4 Size, Location, Installation, Maintenance**

Any Owner may install an Antenna in compliance with these Rules by providing written notice (the "Notice"), as provided in Article 2.14 below, to the Board or managing agent at least seven (7) days in advance of the date of such installation. Any Owner requiring a waiver of any provision of these Rules shall request a meeting with the Board or managing agent at any reasonable date and time, to request and obtain such waiver prior to installation.

### **Section 2.5 Antenna Size and Type**

- 2.5.1 DBS Antennas one meter (39 inches) or less in diameter may be installed by an Owner.
- 2.5.2 MDS Antennas one meter (39 inches) or less in diameter may be installed by an Owner.
- 2.5.3 Antennas designed to receive television broadcast signals, regardless of size, may be installed by an Owner.
- 2.5.4 A Mast may be installed by an Owner, if necessary for installation of any Antenna permitted by these Rules, pursuant to Article 2.12 of these Rules.
- 2.5.5 Installation of Transmission-Only Antennas are prohibited without the prior written consent of the Board, unless they are necessary for the reception of video programming signals, are within the size requirements and are installed in accordance with these Rules.
- 2.5.6 All Antennas other than those permitted under these Rules, including amateur or ham radio antennas, are prohibited without the prior written consent of the Board.
- 2.5.7 No more than one Antenna for each type of service may be installed by an Owner.

## 2.6 Location

- 2.6.1 An Antenna may only be installed solely within the Owner's Individually-Owned Property or Exclusive Use Area. If an acceptable quality signal can be received by placing the Antenna inside a unit, then such location is preferred. Locations not visible from the front of the building are preferred.
- 2.6.2 Installation of an Antenna on an Exclusive Use Area shall not convert such area to Individually-Owned Property.
- 2.6.3 An Antenna shall not encroach upon any common elements, any other Owner's Individually-Owned Property or Exclusive Use Area, or the air space of another Owner's Exclusive Use Area.
- 2.6.4 Antennas installed on an Exclusive Use Area shall be shielded from view to the maximum extent possible; provided, however, that nothing in this Rule shall require installation on an Exclusive Use Area where an acceptable quality signal cannot be received.
- 2.6.5 No Owner shall install an Antenna on any portion of the common elements, including airspace, even if an acceptable quality signal cannot be received from an Owner's Unit or Exclusive Use Area, unless the Board designates a portion of the common elements for such purpose as provided in subsection 2.6.7 of this Section.
- 2.6.6 In the event an Owner is unable to receive an acceptable quality signal where the Antenna is located in his Unit or Exclusive Use Area, such Owner may apply to the Board for a location on the roof or grounds. The Board may install a platform or other appropriate device on the roof or grounds capable of accommodating two or more Antennas per building. The reasonable cost of such device shall be paid by each Owner who installs an Antenna thereon, on any basis deemed fair and equitable by the Board.
- 2.6.7 The Association, acting through the Board and in accordance with OTARD, may erect one or more Central Antennas to provide video services to some or all of the Owners in lieu of individual Antennas. In such event, an Owner shall not be entitled to install an individual Antenna for the same service except within his own Unit, provided that:
  - (2.6.7.1) the Central Antenna offers the same service from the same provider as the individual Antenna;

- (2.6.7.2) the signal quality received by the Central Antenna is at least as good as that received by an individual Antenna;
- (2.6.7.3) the cost of the Central Antenna to the individual Owner (including the share of installation costs and subscriber fees) is not any greater than the cost of individual Antenna installation, maintenance and use;
- (2.6.7.4) installation of the Central Antenna does not unreasonably delay reception of video programming.

If the Association installs a Central Antenna, it may remove any pre-existing individual Antenna which provides the same service, provided that the Association pays for the removal and the value of such Antenna.

## **2.7 General Installation Standards**

- 2.7.1 An Owner is not required to hire a professional Antenna installer. However, any installer other than the Owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. This provision shall be applicable only to the extent that the Association requires contractors to provide insurance for the installation or replacement of other similar devices in comparable locations. Insurance shall meet the following minimum limits:
  - (2.7.1.1) Contractor's General Liability (including completed operations): \$1,000,000.00.
  - (2.7.1.2) Workers' Compensation: in compliance with the laws of the State of Missouri.
- 2.7.2 All installations and penetrations shall be completed so they do not materially damage the common elements, Exclusive Use Areas, or individual Units, or void any warranties of the Association or other Owners, or impair the integrity of the building.

## **2.8 Installation on Exclusive Use Areas**

- 2.8.1 Antennas shall be no larger nor installed higher than is necessary for reception of an acceptable quality signal.
- 2.8.2 No installation shall be made on any portion of a fence or wall, or on any privacy wall or enclosure of any Exclusive Use Area.



2.8.3 If penetration is made of any surface of a patio, porch, deck, balcony, support posts or any common elements, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes for the purpose of protecting the property from damage due to moisture.

2.8.4 The following devices shall be used:

(2.8.4.1) Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane.

(2.8.4.2) Devices, such as a ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall;

(2.8.4.3) Existing wiring for transmitting telecommunications signals and cable services signals.

## **2.9. Maintenance by Owner**

2.9.1 The Owner shall be responsible for all maintenance and costs associated with his Antenna, including but not limited to:

(2.9.1.1) Installing or replacing, repairing, maintaining, moving or removing Antennas;

(2.9.1.2) Repairing damage to any property caused by an act or omission of the Owner in Antenna installation, maintenance, or use;

(2.9.1.3) Medical expenses incurred by persons injured by an act or omission of the Owner in Antenna installation, maintenance, or use;

(2.9.1.4) Reimbursing the Association and/or other Owners or residents for damage caused by Antenna installation, maintenance or use;

2.9.2. The Owner shall not permit his Antenna to fall into disrepair or to become a safety hazard. The Owner shall be responsible for Antenna maintenance, repair, and replacement, and the correction of any safety hazard.

2.9.3 If an Antenna becomes detached, the Owner shall remove or repair such detachment within seventy-two (72) hours. If the detachment threatens safety, the Association may remove such Antenna at the expense of the Owner.

2.9.4 The Owner shall be responsible for Antenna repainting or replacement if the exterior surface of the Antenna deteriorates.

## **2.10 Safety**

The purpose of the following safety regulations is to protect residents and others from personal injury, and to protect property against damage, by requiring compliance with code, manufacturer's criteria and other reasonable and industry standards for installation and maintenance. These safety provisions shall be applicable only to the extent the Association imposes the same requirements for other outdoor devices that pose a similar or greater risk to safety.

2.10.1 Antennas and wiring shall be installed and secured in a manner that complies with all applicable state laws and local governmental regulations and safety codes, manufacturer's instructions, and industry standards. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental code compliance or safety permit.

2.10.2 Antennas shall not be placed any closer to power lines (above-ground or buried) than is required for such separation by applicable governmental code, safety ordinance, laws and regulations. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

2.10.3 Antennas shall not obstruct access to or egress from any Unit, walkway, ingress, or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Community to ensure the safety of residents and personnel, and safe and easy access to the Community's physical plant.

2.10.4 Antennas shall be permanently grounded to prevent electrical and fire damage.

2.10.5 Antennas shall be installed to withstand wind speeds of seventy (70) mph.

2.10.6 Antennas shall be attached to withstand the pressure of snow and ice.

## **2.11 Antenna Camouflaging**

2.11.1 Antennas shall be neutral in color or be painted to match the color of the immediate surroundings. Camouflaging Antennas through inexpensive screening or plants is required if Antennas are visible from the front of the building. These provisions shall be applicable only to the same extent as the Association may impose such requirements on other similar devices. The cost of compliance shall not be unreasonable compared to the cost of the Antenna (including installation) and for the treatment of other similar devices in comparable locations.

2.11.2 Exterior wiring shall be installed so as to be minimally visible. Penetrations through exterior walls shall be limited to one per Unit, shall be no larger than necessary for wiring, and shall be properly sealed.

## **2.12 Mast Installation**

2.12.1 Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

2.12.2 Masts extending twelve feet (12') or less beyond the roofline may be installed, subject to the regular notification process (see Article IX below). Masts extending more than 12 feet above the roofline or taller than the distance between the installed location and privacy fence (if any) must be preapproved due to safety concerns posed by wind loads and the risk of falling Antennas and Masts. Applications for a Mast higher than 12 feet must include a detailed description of the structure and anchorage of the Antenna and the Mast, as well as an explanation of the need for a Mast higher than 12 feet. If this installation poses a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks. (This provision may change if the BOCA Code is amended).

2.12.3 Masts shall be installed by licensed and insured contractors to minimize risk of personal injury and damage to property.

2.12.4 Masts shall be painted to match their surroundings.

2.12.5 Masts installed on a roof shall not be installed nearer to the unit boundary than the total height of the Mast and Antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the Mast were to fall during a storm or from other causes. (This provision may change if the BOCA Code is amended.)

2.12.6 Masts shall not be installed nearer to electric power lines than the total height of the Mast and Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

- 2.12.7 Masts shall not encroach upon common property or another owner's Individually-Owned Property or Exclusive Use Areas.
- 2.12.8 Masts installed on the ground must sustain a minimum of seventy (70) mph winds to prevent them from falling over in windstorms and causing personal injury and property damage.
- 2.12.9 Masts shall be installed to withstand the weight of ice and snow to prevent them from falling over in windstorms and causing personal injury and property damage.

### **2.13 Association Maintenance of Antenna Site**

- 2.13.1 Antennas shall not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners. If increased maintenance or damage occurs, the Owner of that Antenna shall be responsible for all such costs.
- 2.13.2 If maintenance requires the temporary removal of an Antenna, the Association shall provide the Owner with ten (10) days written notice. The Owner shall be responsible for removing or relocating Antennas before maintenance begins and replacing Antennas afterward. If an Antenna is not removed in the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any damage to an Antenna caused by Association removal or by the Owner's failure or refusal to remove the Antenna prior to Association maintenance of the location.

### **2.14 Notification Process**

- 2.14.1 An Owner desiring to install an Antenna or Mast shall complete a notification form and submit same to the Board or its designee. If the installation is routine, conforming to all of the above regulations, the installation may begin immediately.
- 2.14.2 If the installation requires a waiver of any provision of these Rules, the Owner and the Board shall establish a mutually convenient time to meet to resolve any waivers that may be at issue prior to installation.
- 2.14.3 Form Notices of Intent to Install Antennas and to Install Oversized Masts are attached hereto and made a part of these Rules.

### **2.15 Installation by Tenants**

These Rules shall apply in all respects to tenants, who shall have the same rights and obligations under these Rules as the Owner.

## **2.16 Enforcement**

2.16.1 If any provision of these Rules is violated, the Association, pursuant to Section 7.7 of the Declaration, after notice and opportunity to be heard, may impose a reasonable monetary penalty as provided in Article IX of these rules. The Association or an Owner may bring action for declaratory ruling with the FCC or for declaratory, injunctive or other appropriate relief in any court of competent jurisdiction. Enforcement of these Rules against a violator shall be stayed during the pendency of any such proceeding. Any monetary penalty shall be stayed until twenty-one (21) days after final adjudication, and shall be waived in its entirety if the violator complies within said twenty-one (21) days.

2.16.2 If an Antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

## **ARTICLE III**

### **USE OF COMMON ELEMENTS**

**Section 3.1 – Obstructions.** There will be no obstruction of the common elements, nor will anything be stored outside of the units without the prior consent of the Board of Directors except as hereinafter expressly provided.

**Section 3.2 – Storage.** Storage of materials in common elements or other areas designated by the Board, including storage lockers, will be at the risk of the person storing the materials.

**Section 3.3 – Proper Use.** Common elements will be used only for the purposes for which they were designed. No person will commit waste on the common elements or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the common elements, which interferes with or limits the enjoyment of the common elements by others or damages the common elements. No organized sports are permitted on any of the common elements.

**Section 3.4 – Trucks and Commercial Vehicles.** Trucks, motor homes and commercial vehicles of a capacity over 1/2 ton and having more than four wheels are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Board.

**Section 3.5 – Additions to, Appurtenances to, and Appearance of Buildings.**

No alteration, or additions or improvements may be made to the common elements without prior consent of the Board. Without such consent no clothes, sheets, blankets, laundry or any other kind of article other than holiday decorations (as regulated by section 1.4) will be hung out of a building, exposed or placed on the outside walls or doors of a building or on trees. No sign (except as permitted in section 1.9), awning, canopy, shutter, will be affixed to or placed upon the exterior walls, doors, roof, or any part thereof or exposed on or at any window.

**ARTICLE IV**

**ACTIONS OF OWNERS AND OCCUPANTS**

**Section 4.1 – Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be carried on in any unit, the common elements, or the limited common elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other unit owners or occupants.

No unit owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agent, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of the other unit owners or occupants. No unit owner or occupant will play, or suffer to be played, any sound reproduction equipment or operate or suffer to be operated, any sound reproduction equipment at such high volume or in such other manner that it will cause unreasonable disturbances to other unit owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on, it will be considered too loud.

**Section 4.2 – Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the condominium. Unit owners will comply and conform to all applicable laws and regulations of the United States and Missouri, and all ordinances, rules and regulations of St Louis County and the city of Chesterfield and will save the Association or other unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith. Any use of the property, which constitutes waste, will not be permitted.

**Section 4.3 – Pets.** No animals, birds or reptiles of any kind will be raised, bred, or kept except for: no more than one dog weighing less than 40 pounds at maturity and of a gentle disposition; no more than two cats, usual domestic birds in cages and fish in tanks, or other household pets approved by the board as to compatibility with the residential character of the community. The 40-pound weight limit will be based upon the American Kennel Club guidelines on dog breeds and the average weight of these breeds as adults. If the dog is a mixed breed that the AKC guidelines do not address then the weight at maturity must not exceed 40 pounds under any circumstances. Notwithstanding the above, in

no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, known as a "Pit Bull Terrier", be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. Pets may not be kept, bred or maintained for any commercial purposes. Any pets causing or creating an unreasonable disturbance or noise will be permanently removed from the property upon ten (10) days written notice and hearing from the Board. In no event will any dog be permitted in any portion of the common elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio. Any droppings in the common elements will be picked up and removed immediately to dumpsters or other trash disposal containers. The responsible unit owner, who is identified as not picking up after his pet may be fined as provided in article IX of these rules. Any unit owner or his agent may provide this complaint to the management in writing. This must include the date and time of the occurrence, a description of the pet, and the name and address of the person who was with the pet at the time of the occurrence as can best be determined. The owner will compensate any person hurt or bitten by any dog, and will hold the association harmless from any claim resulting from any action of his pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals. Helper animals are permitted if prescribed by a medical doctor.

**Section 4.4 – Indemnification for Actions of Others.** Unit owners will hold the Association and other occupants harmless for the actions of their children, tenants, guest, pets, servants, employees, agents, invitees or licensees.

**Section 4.5 – Open flame devices** Storage or usage of charcoal grills, chimneas or tiki torches are not allowed

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ARTICLE V

INSURANCE

**RULES PERTAINING TO INSURANCE COVERAGES,  
POLICIES AND CLAIMS PROCEDURES**

**Section 5.1 - Recitals**

WHEREAS, the Association, acting through its Board, is authorized to maintain certain policies of insurance, to process and adjust claims, and to adopt rules and procedures, all pursuant to Sections 448.3-113, 448.3-115.5 and other applicable provisions of the UCA, Section 7.9 and other applicable provisions of the Declaration, and Article Six and other applicable provisions of the By-Laws; and

WHEREAS, the Board desires and intends to adopt reasonable rules and procedures for the efficient and effective procurement of property and liability insurance protecting the Condominium property, the Association and owners, processing of insurance claims, and allocation of deductibles, all in the best interests of the Condominium community and the Association as a whole.

NOW THEREFORE, the Board adopts the following rules with respect to insurance:

**Section 5.2 Property Insurance.** The Associations shall provide a Master Policy of property insurance for insured losses to the Common Elements, Limited Common Elements, and the Units. ***A Unit shall only be covered as long as the Unit Owner and Residents are in compliance with any safety rule or recommendation made by the insurer.*** Coverage of the Units under the Master Policy includes replacement of items *attached* to the building (except for wallpaper), which are owned and used exclusively by individual unit owners, such as garages, decks, 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 when the unit was originally sold to the first Owner. ***A*** The ***additional value*** of improvements or additions made by current or prior Owners and the value of wallpaper shall be insured by the Owners.



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5.2.1 The Master Policy deductible is **\$5,000** for covered perils other than Earthquake. The Earthquake deductible is **15%** of each Building Limit. A current estimate of each Owner's share of the Earthquake deductible is approximately **\$28,000**. The responsibility to pay these deductibles and any future deductibles shall be as follows:

5.2.1.1 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 of an Owner, family member or guest; or tenant, his family member or guest, then the deductible shall be paid by that Owner.

5.2.1.2 If a loss is to the Unit, the Owner shall be responsible to pay the deductible.

5.2.1.3 If a loss involves more than one Unit, then the unit owners involved in the loss shall share the Master Policy deductible equally, to the extent of their loss. However, if a loss is directly caused by a unit owner or his equipment; a family member or guest; a tenant or their family or guests; then the deductible shall be paid first by that unit owner, to the extent of his loss.

5.2.2 Any allocation imposed under this Section 1 shall be collectible in the same manner as an assessment under the UCA, the Declaration and the By-Laws.

5.2.3 Each Owner shall be responsible for a Personal Insurance Policy providing coverage for the Owner's personal property, personal liability, and for damages below the Master Policy deductible. This policy should include *Special Form* and *Earthquake* coverage for the unit's *Building* items which are below the Master Policy deductible. The *Building* Limit should be high enough to cover the larger of the two Master Policy deductibles, plus the additional value of wallpaper and *Building* improvements and additions made to the unit by current and prior owners. Each Owner is responsible for the deductible on his own Personal Policy, regardless of the cause of loss.

**Section 5.3 Liability Insurance.** The Association shall provide liability insurance in such amount as determined by the Board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

The Master Policy includes a deductible of NONE for covered losses, which amount may be changed from year to year. In the event a claim is brought by an Owner, family member or guest, or tenant or family member or guest of the tenant, the Master Policy deductible shall be allocated against such person, and shall be collectible as provided in Section 1(b) above.

**Section 5.4 Non-Covered Losses.** The Association is not responsible for property losses occurring to property owned or used exclusively by an owner when the loss is not covered by the Association's Master Insurance Policy.

**Section 5.5 Discretion Regarding Claims.** The Association reserves the right to NOT file small claims or claims due to willful, intentional or negligent conduct, vandalism, malicious mischief, or damage resulting from tenant occupancy. If the Board elects not to file a claim in order to protect the insurability for ALL the owners, then the Unit Owner(s) responsible for the damage shall pay for the entire loss or a proportionate share thereof. Negligent conduct includes (but is not limited to) failure to maintain a temperature of at least 62 degrees Fahrenheit when the outside temperature is below freezing.

**Section 5.6 Adjustment of Losses.** The Board shall adjust all losses covered by the Association's Master Policy. No Owner shall have the right to adjust a loss directly with the Association's Insurer, even for damage solely to his unit. The Owner shall give the Association and its contractor reasonable access to his unit to adjust and repair the unit and any damaged adjoining units.

The Association, through its own agents and contractors, shall repair all damage, but may approve contractors hired by Owners if a firm written proposal is approved by the Board and the Association's Insurer in advance. In the event an Owner shall employ his own contractor, the Board may pay the contractor directly, but only after the work has been inspected or certified that it is fully completed according to the allowed adjustment by the insurer, all lien waivers are received, and the Owner signs any required release. If the Owner does not fully repair the unit according to the insurer's allowed adjustment, any excess insurance funds will be held in trust until the work is completed. If the work is not completed within 180 days of the date of loss, then the "Actual Cash Value" of the damaged property, (Replacement Cost less depreciation), may be distributed to the Owner, unless the Board decides it is necessary for the Association to complete the repairs in order to protect the interests of other Owners.

The Master Policy premiums are common expenses of the Association, which are provided for in the assessments paid by the Owners. All assessments shall be paid in full prior to any disbursement of insurance proceeds to any Owner for his Unit. Upon written instructions by an Owner, the Board shall apply all or a portion of any insurance proceeds first to payment of delinquent assessments, and then disburse the balance of such proceeds to the Owner for repair of the Unit.

**Section 5.7 – Increase in Rating.** Nothing will be done or kept that will increase the rate of insurance of any of the building, or contents thereof, without the prior consent of the Board. No unit owner will permit anything to be done or kept in the condominium which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

**Section 5.8 – Rules of Insurance.** Unit owners and occupants will comply with the rules and regulations of the Midwest fire rating association and with the rules and regulations contained in any fire liability insurance property on the property.

**Section 5.9 – Reports of Damage.** Damage by fire or accident affecting the condominium, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the board manager by any person having knowledge of the damages.

## ARTICLE VI

### RUBBISH

**Section 6.1 – Trash Containment.** No storage of trash will be permitted in or outside any unit in such a manner as to permit the spread or encroachment of fire or vermin.

**Section 6.2 – Trash Pickup Areas; Trash Accumulation.** No garbage cans or trash barrels will be placed outside the units. No accumulation of rubbish, debris or unsightly materials will be permitted in common elements, except in designated trash storage containers, nor will any rugs, mops, or hoses be hung from or on any of the windows, doors, balconies, decks, patios or terraces.

## ARTICLE VII

### MOTOR VEHICLES AND PARKING

**Section 7.1 – Compliance with Law.** All persons will comply with state laws and Missouri Motor Vehicle Division regulations on the roads, drives and properties.

**Section 7.2 – Use of Reserved Spaces.** In the event a person other than a designated unit owner or invitee parks a car in a reserved space, the affected unit owner (or his tenant as designated to the Association in writing) may complain to the Board in writing, describing the date, time, license number and description of the offending vehicle. The Association may have the vehicle towed away at the expense of the owner of the offending vehicle.

**Section 7.3 – Limitations on Use.** Parking will be used for no other purpose than to park passenger vehicles, and loading and unloading. Trucks, commercial vehicles, trailers and boats may not be parked on common elements, and are prohibited in the general parking areas and on Coliseum Drive except for temporary loading and unloading. Service vehicles while in the process of conducting maintenance or repairs on individual units may park on Coliseum Dr or general parking areas. Construction equipment used in the actual repair, construction or maintenance of the condominium will not be so restricted.

**Section 7.4 – Speed Limit.** The speed limit on Coliseum and all drives in the property is 15 miles per hour.

**Section 7.5 – No parking areas.** No vehicle may be parked in such a manner as to block access to garages, carports, fire hydrants, or obstruct the two lane passages on Coliseum Drive or any of the drives. Violating vehicles will be towed, after reasonable efforts such as a written notice on the windshield to contact the person or host whom the vehicle is registered. In addition, the unit owner to whom, or to whose invitee the vehicle is assigned may be fined as provided in article IX of these rules. Costs of towing and enforcement may be collected as an assessment against the violator.

**Section 7.6 – Trucks, Vans, Trailers and Commercial Vehicles Limited.** The following types of vehicles are prohibited in the parking areas, except for temporary loading and unloading, for a period in excess of eight hours, following which the vehicle must be removed from the property for at least 16 hours: trucks, vans and vehicles having capacity of over 1/2 ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the property will not be so restricted during such use.

**Section 7.7 – Repair of vehicles.** The unit owner or his agent must accompany any vehicles being repaired on the premises during the period of repair. Following the repair the area must be clean and free and any tools or equipment used for the repair.

## ARTICLE VIII

### GENERAL ADMINISTRATIVE RULES

**Section 8.1 – Consent in Writing.** Any consent or approval required by these rules must be obtained prior to undertaking the action to which it refers.

**Section 8.2 – Complaints.** Any formal complaint regarding the management of the property or regarding actions of other unit owners will be made in writing to the community manager. This must be received at least one week prior to any regular board meeting to be considered at the next monthly meeting. At the beginning of each calendar year, the board will notify each unit owner, in writing, the time and date of each board meeting for the ensuing year. The person initiating the complaint must attend the next monthly board meeting.

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**Section 8.3 – Copies of documents.** Copies of Association documents including but not limited to monthly meeting minutes and financial reports will be provided to members of the Board at the monthly meetings. Unit owners requesting documents other than the monthly minutes and financial report for the current month will be charged an administrative fee of \$25 per hour and 20 cents per sheet. Unit owners may receive copies of the current month's minutes and financial report at the monthly board meetings at 7:00 PM on the third Thursday of each month in the Community Clubhouse.

**Section 8.4 – Assessment disputes.** In the event a unit owner disputes the status of their assessment account the unit owner will be charged a twenty dollar (\$20.00) administrative fee to research the financial records if the error is determined to be that of the unit owner. If the error is that of the management this twenty-dollar administrative fee will be waived.

## ARTICLE IX

### RULES PERTAINING TO ASSESSMENT COLLECTION PROCEDURES

#### Section 9.1 - Recitals

WHEREAS, the Board is authorized, pursuant to Article IX of the Declaration and Section 4.2(a) and (b) of the By-Laws to prepare the annual budget and to levy and collect assessments and exercise remedies for nonpayment; and

WHEREAS, the Board is authorized under Section 4.2 (b)(4) of the by-laws to adopt reasonable rules and regulations to carry out the provisions of Article IX; and

WHEREAS, the Board declares that assessments are the lifeblood of the Association, and therefore, deems it to be in the best interests of the Association to adopt an efficient and effective procedure for collection of delinquent accounts to minimize the loss of assessment revenue; and

NOW, THEREFORE, BE IT RESOLVED that the following procedures for collection of assessments are hereby adopted by the Board:

**Section 9.2 - Procedures.** A copy of the annual budget shall be furnished to each owner at the beginning of each assessment year showing the amount of the annual assessment, the amount of monthly installment and due date, and the amount of late fees and rate of interest to be charged on delinquent assessments. Installments of the annual assessment are due on the first of the month and will be delinquent if not received at the close of business on the last day of the month. Any special assessment will be due and payable on the date set forth in the notice of such special assessment, and will be delinquent ten (10) days thereafter.

- 9.2.1 A late fee of twenty Dollars (\$20.00) for each month late will automatically attach and be charged on any payment not received by the delinquent date.
- 9.2.2 Interest on the principal amount due will automatically attach and be charged at the rate of twelve percent (12%) per annum from the date due.
- 9.2.3 A late notice will be mailed after thirty (30) days following the date due.
- 9.2.4 A late notice will be mailed after sixty (60) days following the date due.
- 9.2.5 The delinquent account will be referred to the Association's attorney if not paid, or if no arrangements for payment have been made, by ninety (90) days following the date due.
- 9.2.6 The Association's attorney will send a 30-day demand letter and notice of intent to create a lien on or after the ninetieth (90th) day following the date due, and a lien will be filed thereafter without further notice. Thereafter, all communications with the delinquent owner shall be through the Association's attorney.
- 9.2.7 All such late fees and interest, plus all costs and attorney's fees as set forth in Section 3 below, shall be paid by the

owner in default and shall be included in the continuing lien against the unit. Such lien shall remain until all amounts owed are satisfied.

9.2.8 The Board may obtain a title search at the owner's cost to determine the names of each owner of record.

9.2.9 In the event a lien is recorded, or collection or foreclosure action is initiated, the Association shall be entitled to accelerate the remaining balance of the annual assessment or any special assessment pursuant to Section 448.3-116.1 of the Act.

9.2.10 All documents, correspondence, and notices relating to the account shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

9.2.11 Non-receipt of the budget, notice of assessment, payment coupon or late notices shall in no way relieve the owner of the obligation to pay the amount due in full.

9.2.12 In the event any owner, in any budget year, incurs two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year.

9.2.13 The Board may, in its discretion, grant a waiver of any provision herein upon either of the following: (1) receipt of a written request by an owner alleging a personal hardship; or (2) a written request by an owner to waive late fees and interest on payments received after the last day of the month, if the delinquent owner has owned the Unit for less than three months at the time of the delinquency and the delinquency was the result of a reasonable misunderstanding of the correct procedures relative to payment of the assessment. The waiver in (2) of the preceding sentence may be granted only once to any delinquent owner. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

9.2.14 The Board or community manager will utilize the late notices in substantially the form attached hereto as Exhibits A and B.



**Section 9.3 Loss of Membership Standing.** Any owner who, for a continuous period of sixty (60) days or more, has failed to pay any assessment or any installment thereof, or any late fees, interest, or costs and attorney's fees as set forth in Section 3 below, shall be deemed to forfeit his status as a member in good standing, and the following privileges of membership in the Association shall be withdrawn until all amounts owed are paid in full: serving as a Board member, being a candidate for election to the Board, voting in elections of Directors and any other matter (and his unit shall not be included in determining the presence of a quorum at any meeting), and using any recreation facilities of the Condominium.

**Section 9.4 Costs and Attorney's Fees.** Any expenses of the Association, including but not limited to court costs, lien preparation and recording charges (including a release of lien), administrative expenses, title fees, returned check charges, attorney's fees (regardless of whether legal action was commenced or lien was recorded) and any other expenses incurred in the enforcement of these Rules, shall be assessed against the delinquent owner, and shall be part of the Association's continuing lien against the unit and/or collectible in an action at law or in equity.

**Section 9.5 Accounting.** Payments on a delinquent account received from any owner will be credited in the following order of priority:

- (a) Charges for attorney's fees and administration.
- (b) Costs, expenses and other charges incurred by the Association.
- (c) All late charges accrued.
- (d) All interest charges accrued.
- (e) The principal amount of the assessment due from the owner.

**Section 9.6 Supplemental.** The foregoing rules shall supplement any other remedies available to the Board under the UCA, Declaration, By-Laws and any other rules adopted by the Board.

**Section 9.7 – Fines** After notification and opportunity to be heard for the first offense the fine is \$25. After notification and opportunity to be heard for the second offense the fine is \$50. After notification and opportunity to be heard for the third and subsequent offenses the fine is \$100. For continuing non-compliance the fine will be \$25 and \$5 per day thereafter. These fines will not be imposed until after the opportunity to be heard.

## ARTICLE X

### TOWN HOUSE DECK AND GARDEN UNIT LANAIS

**Section 10.1 Deck, Lanais and patio maintenance.** The unit owners are responsible for the deck, lanais and patio replacement and maintenance. The Association will maintain the dividing wall between two units and the cap rail of the outside wall on the town house decks. In the case of the end units the Association will maintain the portion of the wall adjacent to the unit and the unit owner will maintain the portion of the wall opposite the unit.

Town house owners are responsible for the maintenance and replacement of the shingles on the outside of the short wall of the decks of the town houses. If replaced, these shingles must conform in color and texture to the other shingles in the complex. Swimming pools, hot tubs or any item that may cause the deck to fail structurally are not allowed on decks.

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**Section 10.2 Lattices on deck walls.** Unit owners may install or replace lattices on the top of the short deck walls on the townhouses. Lattice must be of a crosshatch pattern and approximately 36 inches high. Corner units may use an approximate 48 inch high lattice. The spacing between the posts should be approximately 4-5 feet while being approximately evenly spaced along the deck wall. This must conform to the color as specified in Section 1.5. There is no reimbursement for lattices by the Association. Lattices in existence prior to the initial date these rules are adopted do not need to be replaced to conform to the above. Board approval is required prior to the installation or replacement of lattices.

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### **Section 10.3 Reimbursement for deck, lanais or patio replacement and repairs.**

The Association will reimburse the unit owner 15% times the appropriate unit percentage of ownership for the cost of repair or replacement of the deck on the town houses and the lanais or patio on the Garden units. To receive this reimbursement the Board must receive and approve the contractor's proposal prior to the work being performed. The contractor's proposal must be fixed price, clearly specify the methods of construction and materials used, and provide evidence of general liability insurance and workers compensation satisfactory to the Board.

Example:

Repair cost = \$1000

Unit owners percentage = 1.8

Reimbursement =  $\$1000 \times 0.15 \times 1.8 = \$270$

## ARTICLE XI

### GENERAL PROVISIONS

#### **Section 11.1 Severability**

If any provision of these Rules is ruled invalid, the remainder of these Rules shall remain in full force and effect.

#### **Section 11.2 Attorneys Fees, costs, expenses**

As provided in the UCA and Declaration, the Association shall be entitled to recover its reasonable attorney's fees, costs, and expenses incurred in the enforcement of these Rules.

#### **Section 11.3 Effective Date**

These Rules shall be effective upon the Effective Date stated on page 7 above and shall be applicable to events and circumstances occurring after said Effective Date; provided, however, that any violation existing before the Effective Date shall be enforceable to the extent available at the time of such violation.

**Section 11.4 Supplemental.** The foregoing rules shall supplement any other remedies available to the Board under the UCA, Declaration, By-Laws and any other rules adopted by the Board.

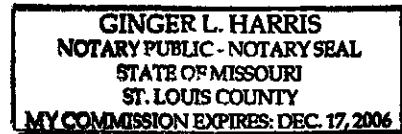
IN WITNESS WHEREOF, the Board of Directors of Forum West Condominium Section I Association hereby certifies that these Rules have been duly approved, and has caused these Rules to be adopted on the day and year first above written.

BOARD OF DIRECTORS,  
FORUM WEST CONDOMINIUM  
SECTION I ASSOCIATION,  
a Missouri nonprofit corporation,

By:

Joseph A. Melony III  
Its President

[No Seal]



Attest:

Lorrie H. Reutter

Secretary

Ginger L. Harris  
March 25, 2004