

VILLAGES OF WINDWOOD CONDOMINIUM

UNIT OWNERS ASSOCIATION

BY-LAWS - RULES - REGULATIONS

WHEREAS, a certain Condominium has been created in accordance with the provisions of the Missouri Uniform Condominium Act (Act), Section 448.1-101 et seq., and

WHEREAS, the name of said Condominium is VILLAGES OF WINDWOOD CONDOMINIUM (Condominium), and

WHEREAS, under the provisions of said Act a Unit Owners Association (Association) is to be organized and By-Laws, Rules and Regulations may be adopted pertaining to the operation and regulation of the Association and the Condominium.

NOW, THEREFORE, in consideration of the premises and the authority granted by law, the undersigned, as Executive Board of the Association hereby adopts the following By-Laws, Rules and Regulations to govern the Association and regulate the operation of the Condominium.

ARTICLE I

THE ASSOCIATION

Section 1. Membership. The membership of the Association shall at all times consist exclusively of all unit owners, or following termination of the Condominium, of all former unit owners entitled to distribution of proceeds under Section 448.2-118 or their heirs, successors or assigns.

Section 2. Executive Board. The Executive Board (Board) of the Association shall consist of three (3) members. The initial member of the Board shall be appointed by Declarant (as defined in the Declaration of Condominium, Villages of Windwood Condominium, as recorded in Book 1029 page 1316 of the St. Charles County Records and hereinafter referred to as Declaration).

The initial members of the Executive Board shall be Donald J. Twillman, Salvatore J. Valenti and Katherine Ehlmann.  
The initial members of the Executive Board shall serve at the

pleasure of Declarant and in accordance with the terms and provisions of Section 448.3-103 of the Act, with all the powers and duties set forth therein and hereinafter granted. Declarant's rights of control over the Executive Board shall be in accordance with the terms and provisions of Section 448.3-103, subparagraph 4 and 5, and other applicable provisions of the Act.

Section 3. Unit Owners Election of Executive Board. Within sixty (60) days of the termination of Declarant's control of the Board (as provided in Section 448.3-103), a special meeting of the Association shall be called for the purpose of electing three (3) unit owners to the Executive Board. Only unit owners shall be eligible for election to the Board from that time forward. (A co-tenant, tenant by the entirety or joint tenant or partner in a partnership or officer of a corporate owner shall be considered a unit owner for purpose of membership on the Board.)

The special meeting shall be called in accordance with the requirements of Section 448.3-108. Three (3) unit owners shall be elected to the Executive Board with the person receiving the fewest number of votes to serve a term until the next annual meeting of the Association. The person receiving the next highest number of votes shall serve a term until the second annual meeting following the special meeting at which elected and the person receiving the highest number of votes shall serve a term until the third annual meeting following the special meeting at which elected. Thereafter at the annual meeting of the Association, held pursuant to Section 448.3-108 one (1) member of the Board shall be elected for a term of three (3) years. Any vacancy on the Board shall be filled by the Board for the remaining term of such vacancy. In all elections for members of the Executive Board each unit owner shall be entitled to as many votes as members to be elected and entitled to vote on a cumulative basis.

Section 4. Votes. The aggregate number of votes for all unit owners shall be one hundred (100), which shall be divided among the respective unit owners as set forth in Article III, Section 2(c) of the Declaration. If any unit owner consists of more than one person, the voting rights of such unit owner shall not be divided and shall be exercised only as if the unit owner consisted of only one person in accordance with the written proxy or other designation made by the persons constituting such unit owner and submitted to the Executive Board on or before the date of such meeting.

Section 5. Powers and Duties of the Executive Board. The Executive Board, subject to the provisions of the Act, shall have all the powers and duties granted by the Act, including the following:

- a) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- b) Hire and terminate managing agents and other employees, agents, and independent contractors;
- c) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- d) Make contracts and incur liabilities;
- e) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- f) Cause additional improvements to be made as a part of the common elements;
- g) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property; provided that common elements may be conveyed or subjected to a security interest only pursuant to Section 448.3-112;
- h) Grant easements, leases, licenses, and concessions through or over the common elements;

i) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements described in subdivisions (2) and (4) of Section 448.2-102 and services provided to unit owners;

j) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, by-laws, and rules and regulations of the association;

k) Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by Section 448.4-109, or statements of unpaid assessments;

l) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

m) Exercise any other powers conferred by the declaration or by-laws;

n) Exercise all other powers that may be exercised in this state by legal entities of the same type as the association; and

o) Exercise any other powers necessary and proper for the governance and operation of the association. Provided, however, the Executive Board may not act on behalf of the association to amend the declaration, to terminate the condominium, or to elect members of the executive board or determine the qualifications, powers and duties, or terms of office of executive board members, but the executive board may fill vacancies in its membership for the unexpired portion of any term.

p) The association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common elements and areas. The association shall also be required to maintain adequate hazard insurance and liability insurance on the common elements, limited common elements and improvements in the common areas. The Executive Board and any person having control over funds of the associa-

tion shall be covered by a fidelity bond. No amendment to these By-Laws, Rules and Regulations shall alter, change or modify this subparagraph (p).

The Executive Board may assign any of the foregoing powers to the officers of the association or to a managing agent retained by the association provided such assignment is in writing and disclosed at the annual meeting of unit owners.

Section 6. Budget. Within thirty (30) days after the adoption of any proposed budget for the condominium, the executive board shall provide a summary budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the unit owners, or any larger vote specified in the declaration, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not by way of limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas and other individual utility expenses billed or charged to the separate unit owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the common elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the unit owners during the preceding years shall be more or less than the expenditures

for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each unit owner not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each unit owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each unit owner shall be in accordance with his respective share of ownership in common elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each unit owner on or before the first day of each month a statement of the monthly assessment of such unit owner for such month, but the failure to send or to receive such monthly statement shall not relieve any unit owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or fail to determine new monthly assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to said managing agent or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessment for common expenses by abandoning or not using his unit or the common elements.

## ARTICLE II

### ASSOCIATION OFFICERS AND MEETINGS

Section 1. Election. All officers of the Association shall be elected by the members of the Executive Board. A member of the Executive Board may also serve as an officer of the Association.

Section 2. Officers. There shall be a President, Vice-President, Secretary and Treasurer of the Association to be elected as set out in Section 1. above.

Section 3. Meetings and Quorum. The meeting of the Association shall be held on the property or at such other place in St. Charles County, Missouri, as may be specified in the notice of the meeting. The first annual meeting of the unit owners shall be held on the date and at the time Declarant specifies in a written notice to all unit owners, said date to be within sixty (60) days after Declarant's control has ended in accordance with the Act and thereafter the annual meeting of the unit owners shall be held each year on the same date (or first business day thereafter if a holiday). Special meetings of the unit owners may be called by the President or by a majority of the Board, or by unit owners having at least one-third of the votes of the unit owners. Any unit owner shall have the right to designate a representative to attend all annual and special meetings. A quorum of unit owners for any meeting shall be constituted by unit owners represented in person or by proxy and holding a majority of the votes of all unit owners.

#### ARTICLE III

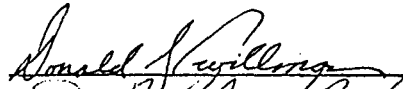
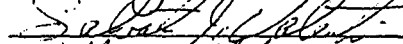
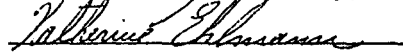
#### AMENDMENTS.

Section 1. Declarant. The By-Laws, Rules and Regulations may be amended by Declarant at any time so long as Declarant has control of the Association under the terms set forth in the Act.

Section 2. Other Amendments. At such time as the Declarant relinquishes control of the Association, the Executive Board may thereafter amend the By-Laws, Rules and Regulations by a majority vote of the members of said Board, provided, however, no amendment to the By-Laws, Rules and Regulations shall be inconsistent with or contrary to any provisions of the Act or any other state or local law or ordinance.

Section 3. Amendments to Declaration. Amendments to the Declaration of Condominium of Villages of Windwood made by the Association may be executed only by a majority of the members of the Executive Board. Such rights may not otherwise be transferred or assigned.

IN WITNESS WHEREOF, the undersigned, constituting the Executive Board of the VILLAGES OF WINDWOOD CONDOMINIUM Owners Association hereby adopt the foregoing By-Laws, Rules and Regulations for said VILLAGES OF WINDWOOD CONDOMINIUM.

  
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BOOK 1212 PAGE 698

AN AMENDMENT TO THE  
VILLAGES OF WINDWOOD CONDOMINIUM UNIT OWNERS  
ASSOCIATION  
BY-LAWS - RULES - REGULATIONS

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

1988 MAY 13 PM 3:31

*Barbara D Hall*  
RECORDER OF DEEDS

ARTICLE I of the Bylaws, Rules and Regulations is hereby amended by adding thereto a new Section which shall be designated as Section 2. (a).

Section 2. (a). Terms of Elected Members. The term of office of a unit owner elected to the Executive Board under the provisions of Article VIII, Section 5, subparagraph 2, shall be for the greater of a period of 1 year or until such unit owners successor is duly elected and qualified.

IN WITNESS WHEREOF, the undersigned, constituting the Executive Board of the VILLAGES OF WINDWOOD CONDOMINIUM Owners Association hereby adopt the foregoing addition to the By-Laws, Rules and Regulations for said VILLAGES OF WINDWOOD CONDOMINIUM.

*Linda Herold* 5-12-88

Witness Date

*Donald F. Williams*  
Member - Executive Board Member

*Robert M. Tillman*  
Member - Executive Board Member

*Fred V. Cook*  
Member - Executive Board Member

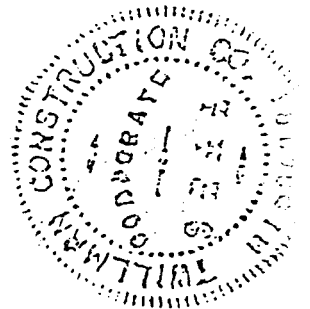
The undersigned, Declarant herein, and the Declarant in the Declaration of Villages of Windwood Condominium, said Declarant being recorded in Book 1027 Page 815-825 of the St. Chas. County Records, does hereby confirm that the above-named individuals have been designated and appointed as the initial members of the Executive Board of the Villages of Windwood Condominium Unit Owners Association under the provisions of the Declaration of Villages of Windwood Condominium.

MISSOURI COMMERCIAL INVESTMENT COMPANY, a Missouri Corporation

BY: Donald J. Twillman Pres

TWILLMAN CONSTRUCTION COMPANY,  
A Missouri Corporation

BY: Wilbur A. Twillman



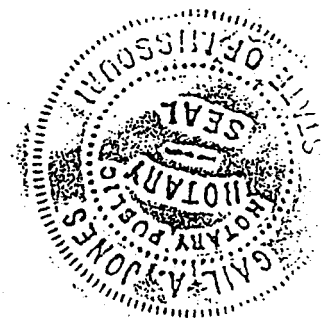
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. CHARLES )

On this 12th day of May, 1988, before me appeared Donald J. Twillman to me personally known, who, being by me duly sworn did say that he is the President of Missouri Commercial Investment Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Donald J. Twillman acknowledged said instrument to be the free act and deed of said corporation.

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

Gail A. Jones  
Gail A. Jones, Notary Public

GAIL A. JONES NOTARY PUBLIC  
COUNTY OF ST. CHARLES  
STATE OF MISSOURI  
MY COMMISSION EXPIRES 3-27-89



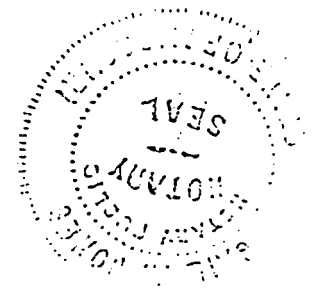
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. CHARLES )

On this 12th day of May, 1988, before me appeared Wilbert W. Twillman to me personally known, who, being by me duly sworn did say that he is the President of Twillman Construction Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Wilbert W. Twillman acknowledged said instrument to be the free act and deed of said corporation.

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

Gail A. Jones  
Gail A. Jones, Notary Public

GAIL A. JONES NOTARY PUBLIC  
COUNTY OF ST. CHARLES  
STATE OF MISSOURI  
MY COMMISSION EXPIRES 3-27-89



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STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

THE VILLAGES OF WINDWOOD CONDOMINIUMS ADMINISTRATIVE RESOLUTION, NUMBER ONE

1990 MAR -6 PM 2:42

FINE PROCEDURE FOR VIOLATIONS  
OF THE BY-LAWS, RULES AND REGULATIONS.

*Barbara J. Hall*  
RECORDER OF DEEDS

WHEREAS, Section 448.3-102 (11) of the Uniform Condominium Act of Missouri grants to the Homeowners Association the power to levy reasonable fines for violations of the Declaration, By-Laws and Rules and Regulations of the Association and

WHEREAS, Section 448.3-103 of the Act empowers the Executive Board to act in all instances on behalf of the Association and

WHEREAS, Section 5 of the By-Laws and Rules and Regulations of the Homeowners Association provide that the Executive Board may assign the foregoing power to a managing agent and

WHEREAS, it has become necessary to establish a standard fine procedure for violations of the Declaration, By-Laws and Rules and Regulations of The Villages of Windwood Condominium Homeowners Association and for the required hearings in connection therewith and

WHEREAS, it is the intent of the Executive Board to establish a standard fine procedure;

NOW THEREFORE, BE IT RESOLVED that the Executive Board of the Homeowners Association of The Villages of Windwood hereby delegate to DNI Properties, Inc., the current management firm, or a successor management firm and their designee, the authority to levy fines and hold hearings, where necessary, in connection therewith.

The procedure for the imposition of fines is as follows:

1. For the first violation, the homeowner will be notified in writing of the violation and granted ten (10) days to rectify the situation.
2. If the situation is not corrected within the prescribed period, a second letter will be sent advising the Homeowner that an initial fine of Twenty Five Dollars (\$25.00) is being levied against them and an additional fine of Ten Dollars (\$10.00) per day until the situation is corrected. The letter will notify the recipient that they have five (5) days in which to request a hearing by the authorized body. The decision of that body will be final.
3. In the case of repeat violations for the same offense the initial fine will be Fifty Dollars (\$50.00) and Twenty Dollars (\$20.00) per day until the situation is corrected.

4. Should the fine remain unpaid for a period of ten (10) days a Notice of Lien will be sent to the Homeowner. If the fine is not paid within ten (10) days from the date of the Notice, a lien will be filed against the Homeowner's unit. A copy of the Notice of Lien will be sent to the Homeowner and to the holder of the first Deed of Trust of record.

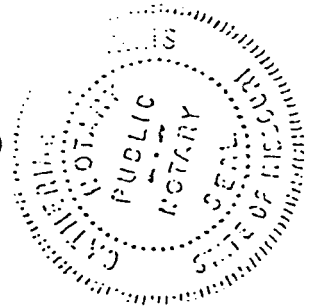
ADOPTED THIS DAY OF February, 1989<sup>90</sup>

ATTEST:

Donald J. Twillman  
PRESIDENT, DONALD TWILLMAN  
THE VILLAGES OF WINDWOOD EXECUTIVE BOARD

Jack Overman  
SECRETARY, JACK OVERMAN  
THE VILLAGES OF WINDWOOD EXECUTIVE BOARD

Catherine M. Morris 2/6/90  
CATHERINE M. MORRIS, NOTARY PUBLIC  
St. Louis County, State of Missouri  
My Commission Expires September 23, 1990



On this 6th day of February, 1990, before me, Catherine M. Morris, a Notary Public in and for the State of Missouri, personally appeared Donald J. Twillman and Jack Overman, known to me to be the persons who executed the within Resolution, acting under the authority of The Villages of Windwood Declaration and By-Laws, and the Condominium Property Act of the State of Missouri, and acknowledged that they executed the same for the purpose therein stated.

Subscribed and affirmed before me this 5th day of March, 1990.

CATHERINE M. MORRIS, NOTARY PUBLIC  
St. Louis County, State of Missouri

My term expires My Commission Expires September 23, 1990



END OF DOCUMENT

2.6 Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with its proper use by others or commit any nuisances, vandalism, boisterous or improper behavior on the Common Property which interferes with or limits the enjoyment of the Common Property by others.

2.8 No fencing, patios or storage areas of any type shall be erected or maintained on any portion of the Common Elements except under the direction of the Executive Board.

### CURTAINS & DRAPES

1.5 Owners shall not cause or permit anything other than curtains and conventional draperies and holiday decorations to be hung, displayed at or on the inside or outside of windows without the prior consent of the Executive Board.

### DECKS

2.2 Owners shall not paint, stain or otherwise change the color of any exterior portion of any building without the prior written consent of the Executive Board.

Villages of Windwood Amendments and additions to Rules and Regulations June 1994.

Page 6, DECKS 2.7 No fuel tank or barbecue grill of any kind shall be erected, installed or constructed on patios or decks unless in compliance with Rules and Regulations adopted by the Executive Board. ONLY U. L. APPROVED PROPANE GAS GRILLS ARE ALLOWED ON THE DECKS. NEVER WOOD OR COAL GRILLS ON THE DECKS.

### DISPLAYS

1.5 No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations shall be hung out of a building or exposed or placed on the outside walls, doors or windows of a building or on trees.

1.6 Christmas decorations and lighting may not be displayed upon any unit prior to the weekend immediately before Thanksgiving and must be removed by the second weekend after New Years. All Christmas decorations and lighting shall be erected and maintained only in compliance with Rules and Regulations adopted from time to time by the Executive Board.

Page 6 FIREWOOD Firewood should be stacked neatly, NEVER on patios or behind townhouse garages, and should not extend past the post or heat pump. Preferably it should be 12" off the ground. In NO EVENT should it be stacked against the exterior of siding or on wood decks. Also, it should NEVER be stacked inside any garages. Firewood can encourage infestations such as termites.

## INSURANCE

5.1 Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No owner shall permit anything to be done, or kept on the property 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.

5.2 Owners or occupants shall comply with the Rules and Regulations of the Fire Marshall and with the Rules and Regulations contained in any fire and liability insurance policy on the property.

5.3 Damage by fire or accident affecting the property, and persons injured by or responsible for any damage, fire or accident must be reported promptly to the Management Firm or the Executive Board by any person having knowledge thereof.

## PAINTING

2.2 Owners shall not paint, stain or otherwise change the color of any exterior portion of any building without the prior written consent of the Executive Board through the Architectural and Grounds Committee.

## PARKING

3.4 The Executive Board may designate certain parking areas for the sole and exclusive use of owners, their occupants, guests or invitees and may cause improperly parked vehicles to be towed at the vehicles owner's expense. Designated visitor parking areas do not include FREQUENT overnight guests using areas on a daily basis.

3.7 Vehicles may not be parked in such manner as to block access to garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable effort to contact the person, unit owner or occupant to whom the vehicle is registered.

## PERSONAL PROPERTY

3.1 Items of personal property including, by way of illustration without limitation, bicycles, tricycles, toys, tools, lawn and patio furniture etc. shall not be placed so as to block free access to sidewalks, driveways, doorways, garage entries, streets, entryways and the like. All such items shall be secured within the improvements overnight, excepting lawn and patio furniture placed upon a patio or deck.

## PETS

4.3 No animals, birds or reptiles of any kind shall be raised bred or kept in a Unit or brought on the Common Elements, except that no more than two dogs of gentle disposition, or no more than two cats, or other household pets, traditionally held to be domestic, approved and licensed by the Executive Board or the Management Firm as to compatibility with THE VILLAGES OF WINDWOOD may be kept. In no event may an owner have more than two (2) pets. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after notice and hearing from the Executive Board. IN NO EVENT SHALL ANY DOG BE PERMITTED IN ANY PORTION OF THE COMMON ELEMENTS UNLESS CARRIED OR ON A LEASH. (Emphasis added) No dogs shall be curbed in any courtyard, parking area,



open space or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the ASSOCIATION harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Pet owners must pick up defecation immediately after it occurs in accordance with existing ordinances. PLEASE BE CONSIDERATE OF YOUR FELLOW HOMEOWNERS.

## POOL

Pool hours shall be as follows:

8:00 A.M. to 10:00 P.M.

The gate to the pool shall be locked at all times. Kindly lock the gate after entering and exiting the pool area. Children under 14 years of age must be accompanied by a family member over the age of 21.

It is recommended that adult swimmers have at least one other adult or qualified swimmer over 16 years of age present. NO LIFE GUARD IS PROVIDED. YOU SWIM AT YOUR OWN RISK.

All swimmers and others shall promptly vacate the pool area at the approach of an electrical storm. They also shall vacate the pool at the request of any Association Officer or their representative.

Damage to pool equipment, structures or plants shall be cause for special assessment against those persons liable. Homeowners shall be held liable for acts of children, guest or invitees.

No food is allowed within the pool area. Beverages MUST be in plastic or metal containers, NO GLASS. NO ALCOHOLIC BEVERAGES ARE PERMITTED WITHIN THE POOL ENCLOSURE.

You must be able to prove, at any time, that you are a resident of Windwood. Please use discretion in the number of invited guests and the time spent in the pool. Common sense and courtesy should prevail.

## ALTERATIONS, ADDITIONS AND/OR IMPROVEMENTS

2.1 No alterations, additions or improvements may be made to the common elements without the prior written consent of the Executive Board.

This provision includes but is not limited to the installation of trellises, privacy fences, storm and /or screen doors, flower gardens or the painting of exteriors.

## ANNOYANCE OR NUISANCE

4.1 No noxious, offensive, dangerous or unsafe activities shall be carried on in any unit or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or occupants. No Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or similar device at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners or occupants.

## ANTENNAS

1.8 No unit or dwelling shall have an exterior attached or free-standing signal receiving or transmitting dish, antenna, mast or similar appliance.

## COMMON ELEMENTS

2.3 No swing sets, free-standing basketball poles, basketball backboards, nets or clothes line poles or lines shall be placed on any portion of the Common Elements without the approval of the Executive Board.

2.4 There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the units without the prior written consent of the Executive Board except as hereinafter expressly provided.

All towels, clothing and other personal items must be protected and removed by owners when leaving the pool area. The Homeowners Association and/or its managing agent shall not be responsible for theft or loss of personal items.

Smoking materials and other waste, debris and pool litter shall be removed promptly from the pool area by the user.

Radios and tape players shall be played at a reasonable sound level and shall be turned down in volume promptly upon the request of any resident.

Swimmers must be in swimming suits. No cut-offs or non-swim apparel will be allowed in the pool.

Persons with open sores, rashes or skin lesions shall not be allowed in the pool.

Please be considerate of your fellow Homeowners in the use of rubber rafts or floats when the pool is crowded.

Violations of these Rules and Regulations shall be cause for ejection and/or revocation of pool privileges without prejudice against the Homeowner Association.

## RECREATIONAL FACILITIES

9.1 Passive recreational facilities and open space within the Common Elements are limited to the use of Homeowners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the ASSOCIATION harmless from damage or claims by virtue of such use.

9.2 Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others is prohibited.

9.3 Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether the parents are present or not.

9.4 Recreational facilities will be used for the purposes for which they were designed. Picnic areas and surrounding areas shall be properly used and may not be abused, over-crowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

9.5 Homeowners, occupants, guests and tenants may be similarly ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use of the facilities until the time for Notice and Hearing concerning such violation and thereafter suspended for the period established following such hearing.

## RESPONSIBILITIES OF HOMEOWNERS

1.1 Except as may be otherwise expressly provided in the Declaration, each unit shall be used for residential purposes only as a residence for a single family. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the St. Charles County Recorder of Deeds. Garages are limited to the storage of vehicles and excessory storage.

1.2 No commercial activity of any kind shall be conducted in any unit other than home professional pursuits without employees which produce no public visits or non-residential storage, mail or trash; nor shall any signs, window displays or advertising be maintained or permitted on any unit or any part of the Common Elements relative to any commercial activity or home professional pursuit.

1.5 No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees.

4.2 No immoral, improper, offensive or unlawful use may be made of the Property and owners shall comply with and

conform to all applicable laws and regulations of the United States and of the State of Missouri, and ordinances of the County of St. Charles. The violating owner shall hold the ASSOCIATION and other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

4.4 Homeowners shall hold the ASSOCIATION and other homeowners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

4.5 No owner shall send any employee of the ASSOCIATION out of the Property on any private business of the owner, nor shall any employee be used for the individual benefit of the owner, unless in the pursuit of the mutual benefit of all owners, or pursuant to the provision of special services for a fee to be paid to the ASSOCIATION.

4.6 All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed, and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order, and repair by the owner.

## SALE/LEASE OF UNIT

### SALE

Section 448.4-109 Uniform Condominium Act. A unit owner shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a resale certificate containing: a copy of the declaration, other than the plats and plans; the by-laws; and the rules and regulations of the association. Such resale certificate shall disclose:

- 1) The effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit;
- 2) The amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
- 3) Any other fees payable by unit owners;

- 4) Any capital expenditures anticipated by the association for the current and two next succeeding fiscal years;
- 5) The amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects;
- 6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the association.
- 7) The current operating budget of the association;
- 8) A statement of any unsatisfied judgments against the association and the status of any pending suits in which the association is a defendant;
- 9) A statement describing any insurance coverage provided for the benefit of unit owners;
- 10) A statement as to whether the executive board has any knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration; and
- 11) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.

2. The Association, within ten days after a request by a unit owner, shall furnish a certificate containing the information necessary to enable the unit owner to comply with this section. A unit owner providing a certificate pursuant to subsection 1 of this section stated above is not liable to the purchaser for any erroneous information furnished by the association and included in the certificate.

3. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchase contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever first occurs.

In order that Homeowners and the Association may comply with the laws of the State of Missouri, and to cooperate fully with owners and their agents during the sales process, the Homeowner shall notify the Association of his/her intention to sell their unit. A minimum of ten (10) days notice is required. Notification should be made by use of the prescribed form, through the managing agent. With the notice on file the managing agent will be authorized to

respond to inquiries from real estate agents and title companies regarding your ownership and the role of the Homeowners Association.

"For Sale" signs shall not be larger than 2 feet by 3 feet or a maximum of 6 square feet, and shall be displayed inside the window of the unit. No other signs are permitted within the boundaries of the Villages of Windwood.

## LEASE

### Article IV Section 3 Declaration.

Each homeowner shall have the right to lease the unit so owned for single family occupancy subject to the following requirements:

a. Every lease shall be in writing and shall be subject to all the provisions of the Declaration. Further, the lease shall incorporate the rules and regulations of the Association by reference and shall include the provision that any violation of those rules and regulations or of the Declaration or the covenants and conditions of the lease itself, other than non-payment of rent, shall be additional basis for termination of the lease by the Executive Board.

b. Every lease shall have a minimum term of six (6) months and for not less than thirty (30) days thereafter.

c. Every lease shall appoint the Board to act as agent for the Homeowner for the purposes of enforcing the terms, covenants and conditions of the lease, other than the non-payment of rent.

d. EVERY LEASE SHALL BE SUBMITTED TO THE BOARD FOR REVIEW SO AS TO ASSURE COMPLIANCE WITH THE DECLARATION.

e. The Board must have no less than ten (10) days written notification regarding leasing or releasing any unit. With such notice, a Transfer of Lease form should be completed and forwarded to the Board, through the managing agent, along with a copy of the lease.

f. It is imperative that the rules governing leases as put forth in Homeowner's Rules and Regulations be followed implicitly.

## SIGNS

**Page 15, signs 1.3** No signs, window displays or advertising shall be placed on any unit or Common Element without written consent of the Executive Board. FOR SALE signs may be placed in windows only after the Board has been notified. OPEN HOUSE signs and directions, etc. may be used only on the scheduled day of the open house.

## TRASH & RUBBISH

1.4 No storage of trash will be permitted in or outside any unit in such manner as to permit the spread of fire or encouragement of vermin. Trash, rubbish, garbage or other waste shall not be kept except in sanitary containers or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open, but shall be kept secure within the improvements.

2.5 No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

6.1 Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from these locations only, and only those that are inside the trash container. For large and bulky items which will not fit inside the trash container, homeowners are responsible for contacting the trash removal company to make special arrangements to have these items picked up. Occupants will be responsible for removal of rubbish from their units to the pickup locations. Rubbish is to be deposited within the container and the area is to be kept neat, clean and free of debris. GARBAGE AND OTHER ITEMS PRODUCING OFFENSIVE ODORS SHOULD BE ENCLOSED IN PLASTIC BAGS. Long term storage of rubbish in the units is forbidden.



## VEHICLES

3.1 Personal property including, without limitation boats, trailers, trucks, campers, commercial vehicles, recreational vehicles (RVs), camper shells and all-terrain vehicles (ATVs) shall not be placed or stored permanently or temporarily in the open or in an unenclosed structure on any portion of the common elements nor shall they be parked on any street overnight. The Board may cause any item of such personal property to be towed or removed at the Owner's expense.

3.2 No disabled, vagrant, unlicensed or inoperable motor vehicle shall be placed on any portion of the common elements except in an enclosed garage.

### July 18, 1992, Section 3.8 Storage of Vehicles.

A. Property, including commercial vehicles, signed passenger vehicles, trucks recreational vehicles, trailers, boats, camper shells, but not limited to these items alone, shall not be placed or stored permanently in the open or in an unenclosed structure on any portion of the common element. Vehicle parking on the common element, including grounds, driveways, garage aprons and undedicated streets is restricted to unsigned passenger vehicles and unsigned trucks licensed at 6,000 pounds or less. Commercial vehicles are defined as, but not limited to, all vehicles licensed in excess of 6,000 pounds, those vehicles of lesser weight but bearing signage and those vehicles which, by their very nature, are known as commercial vehicles.

B. The Executive Board may in individual cases set aside the restrictions contained in paragraph "a" if it determines that circumstances warrant such action.

C. The Executive Board may designate the sole and exclusive use of certain parking areas to unit occupants, their guests and invitees. Permission to use these areas can be of permanent duration or for a specified period of time. Improperly parked vehicles to be towed at the vehicle owner's expense.

3.3 The repair and maintenance of motor vehicles may not be conducted except in the confines of the Homeowners garage. The Executive Board may cause any such vehicle to be towed at the owners expense. Waste oil and grease cannot be deposited