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**FORUM WEST SECTION II CONDOMINIUM
[Woodsmill Pointe]
ASSOCIATION RULES**

June 29, 2017

**THESE RULES APPLY TO THE RESIDENTS OF SECTION II ONLY
(ADDRESSES LISTED BELOW)**

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222 PREAMBLE
223
224

225 The following Rules are adopted by the Board of Directors of Forum West
226 Condominium Section II Association this 27th day of June 2002.
227

228 WHEREAS, the Association is governed by the “Forum West
229 Condominium Section II Restatement of Declaration” as recorded on November
230 18, 1999 in Book 12357, Page 1663 of the records of the Recorder of Deeds, St.
231 Louis County, Missouri, as may be amended (“Declaration”); and
232

233 WHEREAS, the Board of Directors is authorized to adopt and amend
234 reasonable rules to carry out the Association’s responsibilities under the
235 Declaration, pursuant to Section 7.5 of the Declaration; and
236

237 WHEREAS, the Board desires and intends to adopt certain rules in the
238 best interests of the community as a whole, to implement the Declaration by
239 definition, clarification, and procedural administration of certain provisions of the
240 Declaration, and that said Rules shall supercede any previous rules and
241 regulations promulgated by the Board.
242

243 NOW THEREFORE, in accordance with the procedures contained in Section 7.5
244 of the Declaration, the following Rules are adopted by the Board:
245

246 ARTICLE I
247

248 USE OF UNITS AFFECTING COMMON ELEMENTS
249

250 **Section 1.1 – Occupancy Restrictions.** Units are limited to residential
251 occupancy by single families; garages and carports are limited to the storage of
252 vehicles and accessory storage, both as defined in the Declaration.
253

254 **Section 1.2 – No Commercial Use.** No Industry, business trade or commercial
255 activities, other than garage and estate sales shall be permitted. Home
256 professional pursuits without employees, public visits, or nonresidential storage is
257 permitted. No signs placed by unit owners or persons other than the association,
258 window displays or advertising, will be maintained or permitted on any part of the
259 condominium.
260

261 **Section 1.3 – Access by Board.** The Board and the manager or its designated
262 agent may access any of the units after 48 hour written notification for the
263 purpose of maintaining or preventing damage to the common elements or to
264 another unit.
265

266 **Section 1.4 – Holiday Decorative Displays at Units.** Holiday decorations of
267 Garden units will be limited to the door of the unit and the lanais or patio. Holiday

268 decorating of town house units will be limited to the front and back of the unit and
269 the common ground immediately adjacent and associated with the elements of
270 the unit. Any electrical lighting will be rated for out door use and connected to
271 avoid overloading electrical circuits. Lights will be turned off by Midnight.
272 Decorations for all holidays may not be installed more than one month prior to
273 the holiday and must be removed by one month after the holiday. Violators will
274 be subject to fines as stated in Article IX.

275

276 **Section 1.5 – Painting Exteriors and deck shingles.** Owners will not paint,
277 stain, or otherwise change the color of any exterior portion of any building or their
278 unit except for the floor surface and the inside of the short wall on the decks on
279 the town houses. The color of the floor surface is at the discretion of the unit
280 owner. The inside of the short deck wall will conform to colors listed in Table I

281

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

287

288 **Section 1.7 – Doors and Windows.** Unit owners will not cause or permit
289 anything other than curtains/blinds and conventional window treatments. All
290 windows will be the white and of the same type as originally installed in complex
291 except that the individual window strips are not required. Storm doors on
292 townhouse front and rear conform to colors listed in Table I

293

294 **Section 1.8 – Landscaping.** Landscaping by individual owners is limited to the
295 planting of flowers and other annuals in the area immediately adjacent to and
296 associated with the unit. The look must be in good taste and not found
297 undesirable or in poor taste by other residents. It also must conform to
298 community standards as determined by the Board. Violators are subject to Article
299 IX after notice and opportunity to be heard. Additions of non-plant items to the
300 area immediately adjacent to and associated with the unit should be done only
301 with written approval of the board. The board would ask that the homeowner
302 make a written request for this approval which would include a descriptions of
303 the item. The approval could be withdrawn in the event that the non-plant item
304 deteriorates from its original condition

305

306 **Section 1.9 – Signs.** No signs, advertisements, billboards, or advertising
307 structures of any kind may be created or maintained on the common elements or
308 displayed to public view from within any unit or exclusive use area. The Board
309 will have the right to erect reasonable and appropriate signs on the common
310 ground and streets. As an exception, open house signs are acceptable on
311 Saturday and Sunday between 9 AM and 6 PM when the unit is open for public
312 viewing.

313

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

316
317 **Section 1.11 – Security.** Garden unit residents will keep the service and garage
318 doors closed and locked.

319
320 **Section 1.12 – Fumes in garages.** The engines of unattended or attended
321 vehicles in garages will not be allowed to idle for more than one minute.

322
323 **Section 1.13 – Laundry rooms.** Unit owner is not permitted to leave clothes in
324 the laundry rooms for more than an hour after they have completed their cycle in
325 the machines. No laundry supplies may be stored in the laundry room. All
326 problems with the machines are to be reported to “Current Vendor”. The phone
327 number of “Current Vendor” is on the laundry machines.

328
329 **Section 1.14 – Pool Rules and Pool Keys.** All unit owners are to adhere to the
330 pool rules as are published and distributed annually by the pool board. Failure to
331 comply with these rules will result in loss of pool privileges. When the units are
332 sold or the resident is changed the unit owner is to provide the pool keys to the
333 new resident or the pool manager.

334

335

ARTICLE II

337

338

Rules Pertaining to Satellite Dishes and Other Video Signal Receiving Devices

339

340

Section 2.1 – Recitals.

341

342

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

348

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

354

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

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NOW, THEREFORE, the Association adopts the following rules and regulations for the Forum West Section II (“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

406 increase the cost of installing, maintaining or using an Antenna, all in accordance
407 with OTARD.

408

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

410

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

417

418 **Section 2.5 Antenna Size and Type**

419

420 2.5.1 DBS Antennas one meter (39 inches) or less in diameter may be
421 installed by an Owner.

422

423 2.5.2 MDS Antennas one meter (39 inches) or less in diameter may be
424 installed by an Owner.

425

426 **2.5.3** Antennas designed to receive television broadcast signals,
427 regardless of size, may be installed by an Owner.

428

429 2.5.4 A Mast may be installed by an Owner, if necessary for installation
430 of any Antenna permitted by these Rules, pursuant to Article 2.12
431 of these Rules.

432

433 2.5.5 Installation of Transmission-Only Antennas are prohibited without
434 the prior written consent of the Board, unless they are necessary
435 for the reception of video programming signals, are within the size
436 requirements and are installed in accordance with these Rules.

437

438 2.5.6 All Antennas other than those permitted under these Rules,
439 including amateur or ham radio antennas, are prohibited without the
440 prior written consent of the Board.

441

442 2.5.7 No more than one Antenna for each type of service may be
443 installed by an Owner.

444

445 **2.6 Location**

446

447 2.6.1 An Antenna may only be installed solely within the Owner's
448 Individually-Owned Property or Exclusive Use Area. If an
449 acceptable quality signal can be received by placing the Antenna
450 inside a unit, then such location is preferred. Locations not visible
451 from the front of the building are preferred.

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- 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;

498 (2.6.7.4) installation of the Central Antenna does not unreasonably
499 delay reception of video programming.

500
501 If the Association installs a Central Antenna, it may remove any
502 pre-existing individual Antenna which provides the same service,
503 provided that the Association pays for the removal and the value of
504 such Antenna.
505

506 **2.7 General Installation Standards**

507
508 2.7.1 An Owner is not required to hire a professional Antenna installer.
509 However, any installer other than the Owner shall provide the Association with an
510 insurance certificate listing the Association as a named insured prior to
511 installation. This provision shall be applicable only to the extent that the
512 Association requires contractors to provide insurance for the installation or
513 replacement of other similar devices in comparable locations. Insurance shall
514 conform to the requirements set forth in Table III

515 2.7.2 All installations and penetrations shall be completed so they do not
516 materially damage the common elements, Exclusive Use Areas, or
517 individual Units, or void any warranties of the Association or other
518 Owners, or impair the integrity of the building.
519

520 **2.8 Installation on Exclusive Use Areas**

521
522 2.8.1 Antennas shall be no larger nor installed higher than is necessary
523 for reception of an acceptable quality signal.
524

525 2.8.2 No installation shall be made on any portion of a fence or wall, or
526 on any privacy wall or enclosure of any Exclusive Use Area.
527

528 2.8.3 If penetration is made of any surface of a patio, porch, deck,
529 balcony, support posts or any common elements, the penetration
530 shall be properly waterproofed and sealed in accordance with
531 applicable industry standards and building codes for the purpose of
532 protecting the property from damage due to moisture.
533

534 2.8.4 The following devices shall be used:
535

536 (2.8.4.1) Devices which permit the transmission of
537 telecommunications signals through a glass pane
538 without cutting or drilling a hole through the glass
539 pane.
540

541 (2.8.4.2) Devices, such a ribbon cable, which permit the
542 transmission of telecommunications signals into a

543 residence through a window or door without
544 penetrating the wall;
545
546 (2.8.4.3) Existing wiring for transmitting telecommunications
547 signals and cable services signals.
548

549 **2.9. Maintenance by Owner**

- 550
551 2.9.1 The Owner shall be responsible for all maintenance and costs
552 associated with his Antenna, including but not limited to:
553
554 (2.9.1.1) Installing or replacing, repairing, maintaining, moving
555 or removing Antennas;
556
557 (2.9.1.2) Repairing damage to any property caused by an act
558 or omission of the Owner in Antenna installation,
559 maintenance, or use;
560
561 (2.9.1.3) Medical expenses incurred by persons injured by an
562 act or omission of the Owner in Antenna installation,
563 maintenance, or use;
564
565 (2.9.1.4) Reimbursing the Association and/or other Owners or
566 residents for damage caused by Antenna installation,
567 maintenance or use;
568
569 2.9.2. The Owner shall not permit his Antenna to fall into disrepair or to
570 become a safety hazard. The Owner shall be responsible for
571 Antenna maintenance, repair, and replacement, and the correction
572 of any safety hazard.
573
574 2.9.3 If an Antenna becomes detached, the Owner shall remove or repair
575 such detachment within seventy-two (72) hours. If the detachment
576 threatens safety, the Association may remove such Antenna at the
577 expense of the Owner.
578
579 2.9.4 The Owner shall be responsible for Antenna repainting or
580 replacement if the exterior surface of the Antenna deteriorates.

581 **2.10 Safety**

582
583 The purpose of the following safety regulations is to protect residents and others
584 from personal injury, and to protect property against damage, by requiring
585 compliance with code, manufacturer's criteria and other reasonable and industry
586 standards for installation and maintenance. These safety provisions shall be
587 applicable only to the extent the Association imposes the same requirements for
588 other outdoor devices that pose a similar or greater risk to safety.

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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

- 635 2.12.1 Mast height may be no higher than absolutely necessary to receive
636 acceptable quality signals.
637
- 638 2.12.2 Masts extending twelve feet (12') or less beyond the roofline may be
639 installed, subject to the regular notification process (see Article IX below). Masts
640 extending more than 12 feet above the roofline or taller than the distance
641 between the installed location and privacy fence (if any) must be preapproved
642 due to safety concerns posed by wind loads and the risk of falling Antennas and
643 Masts. Applications for a Mast higher than 12 feet must include a detailed
644 description of the structure and anchorage of the Antenna and the Mast, as well
645 as an explanation of the need for a Mast higher than 12 feet. If this installation
646 poses a safety hazard to Association residents and personnel, then the
647 Association may prohibit such installation. The notice of rejection shall specify
648 these safety risks. (This provision may change if the BOCA Code is amended).
649
- 650 2.12.3 Masts shall be installed by licensed and insured contractors to minimize
651 risk of personal injury and damage to property.
652
- 653 2.12.4 Masts shall be painted to match their surroundings.
654
- 655 2.12.5 Masts installed on a roof shall not be installed nearer to the unit boundary
656 than the total height of the Mast and Antenna structure above the roof.
657 The purpose of this regulation is to protect persons and property that
658 would be damaged if the Mast were to fall during a storm or from other
659 causes. (This provision may change if the BOCA Code is amended.)
660
- 661 2.12.6 Masts shall not be installed nearer to electric power lines than the total
662 height of the Mast and Antenna above the roof. The purpose of this
663 regulation is to avoid damage to electric power lines if the Mast should fall
664 in a storm.
665
- 666 2.12.7 Masts shall not encroach upon common property or another owner's
667 Individually-Owned Property or Exclusive Use Areas.
668
- 669 2.12.8 Masts installed on the ground must sustain a minimum of seventy (70)
670 mph winds to prevent them from falling over in windstorms and causing
671 personal injury and property damage.
672
- 673 2.12.9 Masts shall be installed to withstand the weight of ice and snow to prevent
674 them from falling over in windstorms and causing personal injury and
675 property damage.
676
- 677 **2.13 Association Maintenance of Antenna Site**
678
- 679 2.13.1 Antennas shall not be installed in a manner that will result in increased
680 maintenance costs for the Association or for other Owners. If increased

681 maintenance or damage occurs, the Owner of that Antenna shall be
682 responsible for all such costs.

683

684

685 2.13.2 If maintenance requires the temporary removal of an Antenna, the
686 Association shall provide the Owner with ten (10) days written notice. The
687 Owner shall be responsible for removing or relocating Antennas before
688 maintenance begins and replacing Antennas afterward. If an Antenna is
689 not removed in the required time, then the Association may do so, at the
690 Owner's expense. The Association is not liable for any damage to an
691 Antenna caused by Association removal or by the Owner's failure or
692 refusal to remove the Antenna prior to Association maintenance of the
693 location.

694

695 **2.14 Notification Process**

696

697 2.14.1 An Owner desiring to install an Antenna or Mast shall complete a
698 notification form and submit same to the Board or its designee. If the
699 installation is routine, conforming to all of the above regulations, the
700 installation may begin immediately.

701

702 2.14.2 If the installation requires a waiver of any provision of these Rules, the
703 Owner and the Board shall establish a mutually convenient time to meet to
704 resolve any waivers that may be at issue prior to installation.

705

706 2.14.3 Form Notices of Intent to Install Antennas and to Install Oversized Masts
707 are attached hereto and made a part of these Rules.

708

709 **2.15 Installation by Tenants**

710

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

713

714 **2.16 Enforcement**

715

716 2.16.1 If any provision of these Rules is violated, the Association, pursuant to
717 Section 7.7 of the Declaration, after notice and opportunity to be heard,
718 may impose a reasonable monetary penalty as provided in Article IX of
719 these rules. The Association or an Owner may bring action for declaratory
720 ruling with the FCC or for declaratory, injunctive or other appropriate relief
721 in any court of competent jurisdiction. Enforcement of these Rules against
722 a violator shall be stayed during the pendency of any such proceeding.
723 Any monetary penalty shall be stayed until twenty-one (21) days after final
724 adjudication, and shall be waived in its entirety if the violator complies
725 within said twenty-one (21) days.

726

727 2.16.2 If an Antenna installation poses a serious, immediate safety hazard, the
728 Association may seek injunctive relief to prohibit the installation or seek
729 removal of the installation.

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ARTICLE III

732

733

USE OF COMMON ELEMENTS

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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.

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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.

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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, or ball playing, skateboarding, or playing on wheeled toys.

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Section 3.4 – Trucks and Commercial Vehicles. Trucks, motor homes and commercial vehicles of a capacity over 1 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.

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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.

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ARTICLE IV

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769

ACTIONS OF OWNERS AND OCCUPANTS

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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,

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

784
785 **Section 4.2 – Compliance with Law.** No immoral, improper, offensive or
786 unlawful use may be made of the condominium. Unit owners will comply and
787 conform to all applicable laws and regulations of the United States and Missouri,
788 and all ordinances, rules and regulations of St Louis County and the city of
789 Chesterfield and will save the Association or other unit owners harmless from all
790 fines, penalties, costs and prosecutions for the violation thereof or
791 noncompliance therewith. Any use of the property, which constitutes waste, will
792 not be permitted.

793
794 **Section 4.3 – Pets.** No animals, birds or reptiles of any kind will be raised, bred,
795 or kept in or outside the homeowners unit except for: no more than two of a
796 gentle disposition; no more than two cats, usual domestic birds in cages and fish
797 in tanks, or other household pets approved by the board as to compatibility with
798 the residential character of the community. Notwithstanding the above, in no
799 event will any dog noted for its viciousness or ill-temper, in particular”, be
800 permitted on the premises, nor any animal of any kind that has venom or
801 poisonous defense or capture mechanisms, or if let loose would constitute
802 vermin, be allowed in the premises. Pets may not be kept, bred or maintained for
803 any commercial purposes. Any pets causing or creating an unreasonable
804 disturbance or noise will be permanently removed from the property upon ten
805 (10) days written notice and hearing from the Board. In no event will any dog, cat
806 or other pet be permitted in any portion of the common elements unless carried
807 or on a leash; no dogs will be curbed in any courtyard or close to any patio. Any
808 droppings in the common elements will be picked up and removed immediately
809 to dumpsters or other trash disposal containers. The responsible unit owner,
810 who is identified as not picking up after his pet may be fined as provided in article
811 IX of these rules. Any unit owner or his agent may provide this complaint to the
812 management in writing. This must include the date and time of the occurrence, a
813 description of the pet, and the name and address of the person who was with the
814 pet at the time of the occurrence as can best be determined. The owner will
815 compensate any person hurt or bitten by any dog, and will hold the association
816 harmless from any claim resulting from any action of his pet whatsoever.
817 Seeing-eye dogs will be permitted for those persons holding certificates of
818 blindness and necessity (20/200 in the better eye with correction). Other animals

819 will be permitted if such animals serve as physical aides to handicapped persons
820 and such animals have been trained or provided by an agency or service
821 qualified to provide or train such animals. Helper animals are permitted if
822 prescribed by a medical doctor.

823

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

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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 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 for property losses, which amount may be changed from year to year. The deductibles are updated periodically and can be seen on Table II
5.2.1.1 In the event the loss involves only the Common Elements, the Master Policy deductible shall be the Association's responsibility with the exception of wind and hail damage to your building. In this the homeowners of that building are liable for the

874 wind and hail deductible (Table II). However, if such loss originates
875 in a Unit or is directly caused by an Owner, family member or
876 guest, or tenant or family member or guest of the tenant, then the
877 deductible shall be paid first by such person.
878

879 5.2.1.2 In the event the loss involves only a particular Unit,
880 the Master Policy deductible shall be allocated to the
881 Owner of the Unit where the damage occurs, and
882 shall be paid by said Owner prior to commencement
883 of any repairs or reconstruction.
884

885 5.2.1.3 In the event the loss involves damage to a
886 combination of Common Elements and/or one or
887 more Units, the Master Policy deductible shall be
888 allocated equally against the Owner(s) of each
889 damaged Unit. However, if such a loss originates in a
890 Unit or is directly caused by the negligence or
891 misconduct of an Owner, family member or guest, or
892 tenant or family member or guest of the tenant, then
893 the deductible shall be paid first by such person to the
894 extent of his loss.
895

896 5.2.2 Any allocation imposed under this Section 1 shall be collectible in
897 the same manner as an assessment under the UCA, the
898 Declaration and the By-Laws.
899

900 5.2.3 Each Owner shall be responsible for a Personal Policy of insurance
901 for his Contents and Personal Liability. Such policy should include
902 *All Risk or Special Buildings Coverage* for the Master Policy
903 Deductible see Table II, plus the *additional* value of upgraded
904 building items. Each Owner is responsible for the deductible under
905 his own Personal Property, regardless of the cause of loss
906

907 **Section 5.3 Liability Insurance.** The Association shall provide liability
908 insurance in such amount as determined by the Board, covering all occurrences
909 commonly insured against for death, bodily injury, and property damage arising
910 out of or in connection with the use, ownership, or maintenance of the Common
911 Elements.
912

913 The Master Policy includes a deductible of NONE for covered losses, which
914 amount may be changed from year to year. In the event a claim is brought by an
915 Owner, family member or guest, or tenant or family member or guest of the
916 tenant, the Master Policy deductible shall be allocated against such person, and
917 shall be collectible as provided in Section 1(b) above.
918

919 **Section 5.4 Earthquake Insurance.** Earthquake coverage is provided for the
920 Common Elements and the Units. The Master Policy Earthquake deductible
921 is listed in Table II. If Earthquake damage exceeds the deductible, or any future
922 deductible, the deductible shall be allocated against all the Owners. Each Owner
923 should maintain “Earthquake Loss Assessment” on his Personal Policy to cover
924 such assessment. Each Owner should also protect his Unit for any Earthquake
925 damage (such as cracks in drywall) that is below the Master Policy deductible by
926 adding Earthquake to his Contents coverage, which automatically extends to the
927 Building coverage.

928
929 **Section 5.5 Non-Covered Losses.** The Association is not responsible for
930 property losses occurring to property owned or used exclusively by an Owner
931 when the loss is not covered by the Association’s Master Policy.

932
933 **Section 5.6 Board Discretion in Processing Claims.** The Association
934 reserves the right to elect not to file small claims or claims due to willful,
935 intentional or negligent conduct, vandalism, or malicious mischief. If the Board
936 elects not to file a claim, the Board in its discretion may require the Owner(s)
937 responsible for the damage to pay for the entire loss or a proportionate share
938 thereof. Negligence by an Owner includes (but is not limited to) failure to
939 maintain an interior temperature sufficient to avoid the freezing or bursting of
940 water pipes.

941
942 **Section 5.7 Adjustment of Losses.** The Board shall adjust all losses covered
943 by the Association’s Master Policy. No Owner shall have any right to adjust a
944 loss directly with the Association’s insurer, including for damage solely to his
945 Unit, without the prior written consent of the Board. The Owner shall give the
946 Association and its contractor reasonable access to his Unit to adjust and repair
947 the Unit and any adjoining Units that are damaged.

948
949 The Association, through its own agents and contractors, shall repair all damage,
950 but may approve contractors hired by Owners only if a fixed sum, written
951 proposal is approved by the Board and the Association’s insurer in advance. In
952 the event an Owner shall employ his own contractor, the Board may pay the
953 contractor directly, but only after the work has been inspected or certified that it
954 has been fully completed according to the allowed adjustment by the insurer, all
955 lien waivers are received, and the Owner signs any release required. If the
956 Owner does not fully repair the Unit according to the insurer’s allowed
957 adjustment, any excess insurance funds shall be held in trust until the work is
958 completed. If the work is not completed within ninety (90) days of the date of
959 loss, then the “Actual Cash Value” of the damaged property (replacement cost
960 less depreciation), shall be distributed to the Owner.

961
962 The Master Policy premiums are Common Expenses of the Association, which
963 are provided for in the assessments paid by the Owners. All assessments shall
964 be paid in full prior to any disbursement of insurance proceeds to any Owner for

965 his Unit. The Board shall apply all or a portion of any insurance proceeds first to
966 payment of delinquent assessments, and then disburse the balance of such
967 proceeds to the Owner for repair of the Unit.

968
969 **Section 5.8 – Increase in Rating.** Nothing will be done or kept that will increase
970 the rate of insurance of any of the building, or contents thereof, without the prior
971 consent of the Board. No unit owner will permit anything to be done or kept in
972 the condominium which will result in the cancellation of insurance coverage on
973 any of the buildings, or contents thereof, or which would be in violation of any
974 law.

975
976 **Section 5.9 – Rules of Insurance.** Unit owners and occupants will comply with
977 the rules and regulations of the Midwest fire rating association and with the rules
978 and regulations contained in any fire liability insurance policy on the property.

979
980 **Section 5.10 – Reports of Damage.** Damage by fire or accident affecting the
981 condominium, and persons injured by or responsible for any damage, fire or
982 accident must be promptly reported to the board manager by any person having
983 knowledge of the damages.

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ARTICLE VI

988

989

RUBBISH

990

991

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

995

996 **Section 6.2 – Trash Pickup Areas; Trash Accumulation.** No garbage cans or
997 trash barrels will be placed outside the units. No accumulation of rubbish, debris
998 or unsightly materials will be permitted in common elements, except in
999 designated trash storage containers, nor will any rugs, mops, or hoses be hung
1000 from or on any of the windows, doors, balconies, decks, patios or terraces.

1001

ARTICLE VII

1002

1003

MOTOR VEHICLES AND PARKING

1004

1005

1006 **Section 7.1 – Compliance with Law.** All persons will comply with state laws
1007 and Missouri Motor Vehicle Division regulations on the roads, drives and
1008 properties.

1009

1010 **Section 7.2 – Use of Reserved Spaces.** In the event a person other than a
1011 designated unit owner or invitee parks a car in a reserved space, the affected
1012 unit owner (or his tenant as designated to the Association in writing) may
1013 complain to the Board in writing, describing the date, time, license number and
1014 description of the offending vehicle. The Association may have the vehicle towed
1015 away at the expense of the owner of the offending vehicle.

1016
1017 **Section 7.3 – Limitations on Use.** Parking will be used for no other purpose
1018 than to park passenger vehicles, and loading and unloading. Commercial
1019 vehicles, trailers and boats may not be parked on common elements, and are
1020 prohibited in the general parking areas and on Coliseum Drive except for
1021 temporary loading and unloading. Service vehicles while in the process of
1022 conducting maintenance or repairs on individual units may park on Coliseum Dr
1023 or general parking areas. Construction equipment used in the actual repair,
1024 construction or maintenance of the condominium will not be so restricted.

1025
1026 **Section 7.4 – Speed Limit.** The speed limit on Coliseum and all drives in the
1027 property is 15 miles per hour.

1028
1029 **Section 7.5 – No parking areas.** No vehicle may be parked in such a manner
1030 as to block access to garages, carports, fire hydrants, or obstruct the two lane
1031 passages on Coliseum Drive or any of the drives. Violating vehicles will be
1032 towed, after reasonable efforts to contact the person or homeowner whom the
1033 vehicle is registered. In addition, the unit owner to whom, or to whose invitee the
1034 vehicle is assigned may be fined as provided in article IX of these rules. Costs of
1035 towing and enforcement will be levied by towing firm.

1036
1037 **Section 7.6 – Trucks, Vans, Trailers and Commercial Vehicles Limited.** The
1038 following types of vehicles are prohibited in the parking areas, except for
1039 temporary loading and unloading, for a period in excess of eight hours, following
1040 which the vehicle must be removed from the property for at least 16 hours:
1041 trucks, vans and vehicles having capacity of over 1 ton; trailers of any kind; and
1042 vehicles with more that four single-tired wheels. Construction equipment used in
1043 the actual repair, construction or maintenance of the property will not be so
1044 restricted during such use.

1045
1046 **Section 7.7 – Repair of vehicles.** The unit owner or his agent must accompany
1047 any vehicles being repaired on the premises during the period of repair.
1048 Following the repair the area must be clean and free and any tools or equipment
1049 used for the repair.

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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 year the Association will publish its meeting schedule on the Association website. The person initiating the complaint must attend the next monthly stated board meeting.

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 stated monthly board meetings.

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

1098 WHEREAS, the Board declares that assessments are the lifeblood of the
1099 Association, and therefore, deems it to be in the best interests of the Association
1100 to adopt an efficient and effective procedure for collection of delinquent accounts
1101 to minimize the loss of assessment revenue; and
1102

1103 NOW, THEREFORE, BE IT RESOLVED that the following procedures for
1104 collection of assessments are hereby adopted by the Board:
1105

1106 **Section 9.2 - Procedures.** A copy of the annual budget shall be furnished to
1107 each owner at the beginning of each assessment year showing the amount of the
1108 annual assessment, the amount of monthly installment and due date, and the
1109 amount of late fees and rate of interest to be charged on delinquent
1110 assessments. Installments of the annual assessment are due on the first of the
1111 month and will be delinquent if not received at the close of business on the 10th
1112 day of the month. Any special assessment will be due and payable on the date
1113 set forth in the notice of such special assessment, and will be delinquent ten (10)
1114 days thereafter.
1115

1116 9.2.1 A late fee of twenty Dollars (\$20.00) for each month late will
1117 automatically attach and be charged on any payment not
1118 received by the delinquent date.
1119

1120 9.2.2 Interest on the principal amount due will automatically attach
1121 and be charged at the rate of twelve percent (12%) per
1122 annum from the date due.
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1124 9.2.3 A late notice will be mailed after thirty (30) days following the
1125 date due.
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1129 9.2.4 The delinquent account will be referred to the Association's
1130 attorney if not paid, or if no arrangements for payment have
1131 been made, by sixty (60)days following the date due.
1132

1133 9.2.5 The Association's attorney will send a 30-day demand letter
1134 and notice of intent to create a lien on or after the ninetieth
1135 (60th) day following the date due, and a lien will be filed
1136 thereafter without further notice. Thereafter, all
1137 communications with the delinquent owner shall be through
1138 the Association's attorney.
1139

1140 9.2.6 All such late fees and interest, plus all costs and attorney's
1141 fees as set forth in Section 3 below, shall be paid by the
1142 owner in default and shall be included in the continuing lien

- 1143 against the unit. Such lien shall remain until all amounts
1144 owed are satisfied.
- 1145
- 1146 9.2.7 The Board may obtain a title search at the owner's cost to
1147 determine the names of each owner of record.
- 1148
- 1149 9.2.8 In the event a lien is recorded, or collection or foreclosure
1150 action is initiated, the Association shall be entitled to
1151 accelerate the remaining balance of the annual assessment
1152 or any special assessment pursuant to Section 448.3-116.1
1153 of the Act.
- 1154
- 1155 9.2.9 All documents, correspondence, and notices relating to the
1156 account shall be mailed to the address which appears on the
1157 books of the Association or to such other address as is
1158 designated in writing by an owner.
- 1159
- 1160 9.2.10 Non-receipt of the budget, notice of assessment, payment
1161 coupon or late notices shall in no way relieve the owner of
1162 the obligation to pay the amount due in full. This information
1163 will always be available on the Association website
- 1164
- 1165 9.2.11 In the event any owner, in any budget year, incurs two or
1166 more returned checks for payment of assessments, the
1167 Board may require all future payments to be made by
1168 certified check or money order for the remainder of the fiscal
1169 year.
- 1170
- 1171 9.2.12 The Board may, in its discretion, grant a waiver of any
1172 provision herein upon either of the following: (1) receipt of a
1173 written request by an owner alleging a personal hardship; or
1174 (2) a written request by an owner to waive late fees and
1175 interest on payments received after the last day of the
1176 month, if the delinquent owner has owned the Unit for less
1177 than three months at the time of the delinquency and the
1178 delinquency was the result of a reasonable
1179 misunderstanding of the correct procedures relative to
1180 payment of the assessment. The waiver in (2) of the
1181 preceding sentence may be granted only once to any
1182 delinquent owner. Such relief granted an owner shall be
1183 appropriately documented in the files with the name of the
1184 person or persons representing the Board granting the relief
1185 and the conditions of the relief.
- 1186
- 1187 9.2.13 The Board or community manager will utilize the late notices
1188 in substantially the form attached hereto as Exhibits A and B.

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9.2.14 The Board may authorize that, after the monthly installment is more than 120 days overdue, the homeowner will be given a 30 day notice that water service to the unit will be curtailed (locked) until all late payments, attorney's fees and the cost of curtailing and restoring the service are paid. The homeowner shall be able to present their case to the board for consideration at a hearing to be held within 10 days after receiving the 30 notice. Any other legal fees associated with this process will also be paid by the homeowner. Thereafter, all communications with the delinquent owner shall be through the Association's attorney until all outstanding monies are collected. In 2013 the cost of a plumber to install a locking valve is estimated to cost between \$700 and \$1500 depending on the amount of labor required.

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.

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- (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 – See Table I.

However, any maintenance 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 conform to the requirements set forth in Table III

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 or be of a natural wood color. An example of this lattice pattern are found at 13534 Coliseum Dr. There is no reimbursement for lattices by the Association. Lattices in existence

1281 prior to the date these rules are adopted do not need to be replaced to conform
1282 to the above. Board approval is required prior to the installation or replacement
1283 of lattices.

1284
1285 **Section 10.3 Reimbursement for deck, lanais or patio replacement and**
1286 **repairs.**

1287 The Association will reimburse the unit owner 15% times the appropriate unit
1288 percentage of ownership for the cost of repair or replacement of the deck on the
1289 town houses and the lanais or patio on the Garden units. To receive this
1290 reimbursement the Board must receive and approve the contractor's proposal
1291 prior to the work being performed. The contractor's proposal must be fixed price,
1292 clearly specify the methods of construction and materials used, and provide
1293 evidence of general liability insurance and workers compensation satisfactory to
1294 the Board.

1295
1296 Example:
1297 Repair cost = \$1000
1298 Unit owners percentage = 1.8
1299 Reimbursement = \$1000 X 0.15 X 1.8 = \$270

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1302 ARTICLE XI

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1305 GENERAL PROVISIONS

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1306 **Section 11.1 Severability**

1307 If any provision of these Rules is ruled invalid, the remainder of these Rules shall
1308 remain in full force and effect.

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1310 **Section 11.2 Attorneys Fees, costs, expenses**

1311 As provided in the UCA and Declaration, the Association shall be entitled to
1312 recover its reasonable attorney's fees, costs, and expenses incurred in the
1313 enforcement of these Rules.

1314

1315 **Section 11.3 Effective Date**

1316 These Rules shall be effective upon the Effective Date stated on page 7 above
1317 and shall be applicable to events and circumstances occurring after said
1318 Effective Date; provided, however, that any violation existing before the Effective
1319 Date shall be enforceable to the extent available at the time of such violation.

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1321 **Section 11.4 Supplemental.** The foregoing rules shall supplement any other
1322 remedies available to the Board under the UCA, Declaration, By-Laws and any
1323 other rules adopted by the Board.

1324

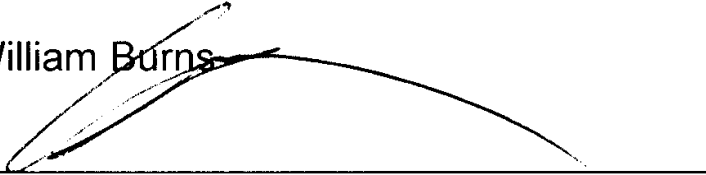
1325 IN WITNESS WHEREOF, the Board of Directors of Forum West Condominium
1326 Section II Association hereby certifies that these Rules have been duly approved,

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and has caused these Rules to be adopted on the day and year first above written.

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

By :William Burns



Its President

[No Seal]

Attest: David Meyer



Secretary

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