

COMMON ELEMENT MODIFICATION APPLICATION

UNIT ADDRESS _____ BUILDING# _____

UNIT OWNER _____ WK# _____ HM# _____

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

Proposed work to be completed by: Contractor _____

Contact Person _____ Wk# _____

Address _____

Return signed application with the following attachments:

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

Approval Requirements:

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

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

Unit Owner (Owner of Record)

Date

GENERAL REQUIREMENTS FOR SUBMITTING BUILDING PLANS

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

STORM DOORS

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

DECK ADDITIONS

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

PATIO ADDITIONS

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

GREEN HOUSE WINDOWS

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

FIREPLACE ADDITIONS

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

DOORS AND WINDOWS

1. Diagram or drawing showing location of all doors or windows to be replaced
2. Drawing showing any modification of door or window openings proposed to accommodate new doors or windows
3. Manufacturer's brochure showing all doors and windows to be used as replacements
4. Pictures of all existing doors and windows to be replaced prior to construction. (Identify which opening the picture represents from diagram or drawing in 1 above)

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

Date: _____

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

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

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

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

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

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

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

BRENTWOOD FOREST
CONDOMINIUM ASSOCIATION, INC.

BFCA – President's Signature

Unit Owner's Signature

Unit Owner's Signature

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

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

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

Notary Public

My Commission Expires:

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

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

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

Notary Public

My Commission Expires:

The Maintenance Supervisor upon reviewing the proposed modification recommends:

Approval ()

Denial ()

Comments:

Maintenance Supervisor

Date

Landscaping:

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

() \$ _____ fee for moving irrigation

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

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION

BY: _____
President

Date _____

ADJACENT OWNER MODIFICATION AUTHORIZATION

I _____
(Name of Owner requesting the modification)

Unit Owner of _____
(Brentwood Forest condo to be modified)

regarding a modification to _____
(Brief description of modification)

has requested approval from _____
(Adjacent neighbor's name)

who resides at _____
(Adjacent neighbor's Address)

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

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

Adjacent Owner's Signature

Witness

Address of Adjacent Owner

Address of Witness

Date

Date

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION

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Adjacent Owner's Signature

Witness

Address of Adjacent Owner

Address of Witness

Date

Date

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

Adjacent Owner's Signature

Witness

Address of Adjacent Owner

Address of Witness

Date

Date

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION

ADMINISTRATIVE POLICY

Unit Owner Maintenance Responsibility for Modifications

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

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

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

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

BE IT THEREFORE RESOLVED that these procedures will be followed:

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

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

Secretary

President

