



Rules We Live By

Introduction

The cooperative life style which we all share by living at North Brighton Townhouses, Inc. (North Brighton) places each of us in the position of being more closely associated with our neighbors than if we were living in individual houses. At times this places an extra burden on each of us and we must be a little more considerate of others so we do not abuse their feelings or privacy.

Therefore, we must make and abide by rules, similar to those a large family would use. These rules will help guarantee our peaceful living at North Brighton by discouraging the individual from violating the rights of the majority.

We would like to stress the fact that we are not writing rules for rules sake alone. These rules are necessary for our co-existence at North Brighton and need to be followed. We feel this will make North Brighton a more peaceful and enjoyable home for all the members. These rules and policies will be enforced.

This book is to be kept with your other Cooperative documents. Updates to this book will be sent out at intervals during the year, please keep this book up to date.

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Tab 1 Cooperative Member's Responsibilities

Violations of the ``Rules We Live By'' are violations of the Occupancy Agreement.

Members are responsible for themselves, members of their household and any guests who violate these rules while on the property. Members are notified of rules violations by the on-site office, the managing agent or the corporate attorney. Violations could result in a grievance meeting with the Board of Directors and the corporate attorney.

Members found in violation may be issued a right to cure the violation; or in the case of serious or repeated violations, the Occupancy Agreement may be terminated and a lawsuit filed for eviction.

Member Agrees Not To:

Use the unit for unlawful activities, or allow any family members, visitors, or guests to use the unit and engage in drug trafficking and/or sales of drugs; and the member agrees not to disturb, annoy, obstruct or interfere with the duties of any employee or representative of the Cooperative.

Member Agrees To:

- A. Keep the unit clean.
- B. Use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which they were intended.
- C. Not destroy, deface, damage or remove any part of the unit, common areas, or project grounds.
- D. Give prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities.
- E. Remove garbage and other waste from the unit in a clean and safe manner (in trash bags and proper containers).

Section 1.1 Housekeeping Standards

The housekeeping standards are intended to prevent situations that create a health or safety threat. The totality of the rules must be considered. It is not anticipated that violation of one standard will violate the Occupancy Agreement. A violation of the Occupancy Agreement occurs when noncompliance results in the creation or maintenance of a health or safety threat.

Housekeeping Standards – Inside the dwelling unit:

A. General

1. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors should be clean, clear, dry and free of hazards.
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean and must not be nailed shut. All windows must have acceptable window coverings at all times when living in unit. Acceptable coverings include blinds, shades, vertical blinds, curtains, drapes. Shades or blinds should be intact.
5. Woodwork should be clean, free of dust, gouges or scratches.
6. Doors should be clean, free of grease and fingerprints. Locks must work.
7. Heating units (furnaces) should be dusted and access uncluttered.
8. Trash should be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent and insect infestation.

B. Kitchen

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean. Doors should close properly.
3. Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
5. Exhaust fan should be free of grease and dust.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a covered container until removed to the disposal area.

C. Bathroom

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of mildew and mold. Shower curtains should be adequate in length. Exhaust fan should be on when showering or bathing to prevent damage to ceiling texture from moisture.
3. Lavatory should be clean.
4. Exhaust fans should be free of dust.
5. Floor should be clean and dry.

D. Storage Area

1. All closets should be neat and clean.
2. No highly flammable materials should be stored anywhere in the unit.
3. Other storage areas should be clean, neat and free of hazards.
4. Nothing is to be stored between the furnace and the water heater and the red-taped line on the floor.

E. Housekeeping Standards – Outside dwelling unit

1. Yards should be free of debris, trash and abandoned cars.
2. Porches/balconies should be clean and free of hazards.
3. Steps should be clean and free of hazards.
4. Sidewalks should be clean and free of hazards.
5. Storm doors should be clean and free of hazards.
6. Parking lot should be free of abandoned cars. There should be no car repairs other than flat tires.
7. Hallways should be clean and free of hazards.
8. Laundry areas should be clean and neat. Remove lint from dryers after use.

F. Recycling

1. Members may recycle papers at the on-site recycle bin. All other recyclables must be taken to an off-site recycling location.

Section 1.2 Carrying Charges and Other Payments

- A. Carrying charges are due on the first (1ST) of every month. A member has until the close of business on the tenth (10TH) of the month to pay these monthly carrying charges, after which a late fee is assessed. If the tenth (10th) of the month should fall on a weekend, the carrying charges are due at 8:00 a.m. the following Monday. On the following business day after the 10th of the month, Notice of Default letters will be sent to any member whose payments were not received on the due date.
- B. If a member should have the need to request an extension of carrying charges, they must put the request in writing and submit it to the North Brighton Townhouse office no later than the twenty-first (21st) of the month. The following information must be contained in the member's request:
1. Name and address of member making request
 2. Date of request
 3. Reasons for requesting the extension
 4. Specific date you will be able to pay amount due
 5. Specifically ask for an extension or waiver of late fees
- C. Extensions and/or the waiving of late fees are available to members only one time in a 12-month period. Circumstances such as a loss of employment by the head(s) of household, a major illness or the death of a member of record would always be taken into consideration.
- D. By request, a member's carrying charges due date may be extended two days after the member's monthly receipt of Social Security, Social Security Disability or Supplemental Security income has been received.
- E. Any and all monies paid for carrying charges after the 10th of the month must be in the form of a cashier's check or money order. No personal checks will be accepted

after the 10th of the month. Cash is not accepted at any time.

- F. Should a member have two (2) personal checks returned for insufficient funds in a twelve (12) month period, they will be required to pay with a cashier's check or money order by the 10th of the month, for twelve (12) consecutive months before being allowed to return to the use of personal checks. When a check is returned, you are sent a Notice of Default which states you must pay by cashier's check or money order, the carrying charges, late fee, and returned check charge within five (5) days.

Section 1.3 Charge Limit/Payment Method

Members are allowed to charge up to \$750 on work orders or as otherwise approved by the Board of Directors or other service charges (excludes all carrying charges) provided by the maintenance department to their account. Members who choose this option are required to sign a financial agreement for payment.

When members charge a work order, they have 12 months to pay for the work order. The work order must be paid in full within 12 months at a monthly rate of 1/12 the total cost or a minimum of \$5.00, whichever is greater.

On the 11th month, members will receive notices alerting them that the balance will be due in full on the next month.

Section 1.4 Clubroom Rental

- A. Smoking is prohibited in the clubhouse building.
- B. The clubroom is available to members of North Brighton to rent by the half-day or full day. Half-day rental times are from noon to 6:00 p.m. or from 6:00 p.m. to midnight. Only members of record in good standing are eligible.
- C. A deposit is required (personal check from member of record only) for damage and/or clean-up required on the clubroom, together with a rental fee for an afternoon or evening or for all day. Loss of or failure to return the clubhouse key by the renter will result in automatic forfeiture of the deposit.
- D. The deposit will be returned if the floors and condition of clubroom are left in an acceptable state. If not left in an acceptable condition, you will be charged accordingly by the cooperative for the clean-up and/or damages. A cancellation notice of 48 hours is required for the refund of rental fees. A member renting the clubroom is responsible for all actions of his/her guests while on North Brighton property.

- E. Members who forget to pick up the key from the office will be charged a lock-out fee.
- F. No beer kegs are allowed in the clubroom.
- G. Failure to comply with any rule regarding clubroom rental can result in the member not being able to rent the clubroom for one (1) year and the possible loss of deposit.
- H. The cooperative reserves the right to refuse to rent the clubroom to members who have violated any of the clubroom rental rules.

Section 1.5 Deliveries

No keys shall be given out to anyone or to companies making deliveries or pickups at a member's unit. Deliveries for members will not be accepted at the office.

Section 1.6 Keys

The office must have a key to all units in order to have access to the units at all times. If it is necessary to secure the services of a locksmith to gain entrance to the unit, the member will be charged.

Section 1.7 Recertification

Recertification is required annually. Notice will be given 120 days prior to due date requesting information on household composition, employment verification, pet and vehicle information and emergency contact information.

Failure to comply with this request may result in your Occupancy Agreement being placed in default. (See appendix.)

Section 1.8 Referral Bonus

A bonus will be paid to members who refer someone to North Brighton. The bonus will be paid upon referral's move-in. The amount will be determined periodically by the Board of Directors.

Section 1.9 Vehicles

- A. One car per licensed driver per household. This does not apply to motorcycles. In the case of a complaint or controversy, you may be asked to provide the office with a copy of each person's driver's license.
- B. Every unit has one (1) numbered parking space assigned exclusively for the use of that unit. All other members and guest vehicles shall park in available un-numbered spaces. Members must park in their assigned spaces first when the numbered spot is available.
- C. Entire vehicles must be parked between the yellow lines provided. Motorcycles and motor scooters must be parked parallel to sidewalk in member's numbered space along with member's other vehicle.
- D. Parking in numbered spaces assigned to another unit may result in the vehicle being tagged.
- E. Inoperable and/or unlicensed vehicles on property will be tagged.
- F. All vehicles in violation of parking rules will be tagged and given ten (10) days to correct the violation. If the member does not comply within ten (10) days, their vehicle will be tagged again and referred to the cooperative attorney.
- G. If a member wishes to bring a recreational vehicle (boats, campers, trailers, motor homes) onto the property, the Board of Directors may grant their requests subject to the following conditions:
 - 1. An RV is to be on the property no longer than 30 days.
 - 2. If it is determined that people are living in it, the RV must be removed immediately.
 - 3. The maintenance department will designate a location to park an RV on property.
- H. All members and guests shall recognize and comply with universally accepted rules of the road and the ten (10) MPH speed limit while on property.

- I. Operation of vehicles on property shall at all times be restricted to the streets and parking areas. Parking or driving is not permitted on the grass, sidewalks, or in any manner that will interfere with the proper flow of traffic or snow removal. Vehicles in violation may be tagged. In addition, violation of this rule will result in a charge against member responsible.
- J. Members, any person of the member's household, a guest or any person under the member's control are required to park so that their vehicles do not extend over the sidewalks. Should a vehicle extend over the sidewalk during snow removal, the member will be charged. Vehicles parked in No Parking zones that impede snow removal will be towed at the owner's expense without warning.
- K. Members may be charged for clean-up of oil leaks caused by their vehicles.
- L. Riding lawn mowers may not be used or stored on property.
- M. Members are not allowed to post signs advertising vehicles for sale.

Tab 2 Conduct

Section 2.1 Weapons

The discharge of a BB gun, pellet gun, paintball gun or firearm is prohibited on North Brighton property. Arrows, bolts or projectiles fired or discharged by bows, crossbows or slingshots are prohibited on North Brighton property.

Section 2.2 Complaints

All complaints concerning any violations of these rules must be in writing, signed and submitted to the on-site manager by an adult member in good standing or by a North Brighton Townhouse, Inc. employee.

The complaint process is as follows:

1. After a letter of complaint is received by the on-site manager, a letter is sent to the member the complaint is against or a grievance hearing is held.
2. If the member is found in default, the member is given a specific amount of time to cure the problem.
3. If the member continues to break the rules, it could lead to their eviction.

Section 2.3 Curfew

No minor under the age of eighteen (18) shall loiter, wander, stroll or play in or upon the streets, parks, playgrounds or other property of North Brighton between the hours of 11:00 p.m. on any day and 6:00 a.m. of the following day; provided, however, that on Fridays and Saturdays the effective hours are between midnight and 6:00 a.m. The provisions of this rule shall not apply in the following instances:

- A. When a minor is accompanied by his or her parent, guardian or other adult person having the lawful care and custody of the minor;
- B. When the minor is upon emergency errand directed by his or her parent or guardian or other adult person having the lawful care and custody of said minor;
- C. When the minor is returning directly home from a school activity, entertainment, recreational activity or dance;
- D. When the minor is returning directly home from lawful employment that makes it necessary to be in the above-referenced places during the prescribed period of time;

- E. When the minor is attending or traveling directly to or from an activity involving the exercise of First Amendment rights of free speech, freedom of assembly or free exercise of religion;
- F. It shall be the member's responsibility to inform their guests of the rules and regulations. Any violation of the rules and regulations by a guest of a member shall cause the member to be in violation of said rule or regulation.

Section 2.4 Drug-Free/Crime-Free Housing

North Brighton has a zero-tolerance policy concerning illegal drugs. A member will be considered in default of the Occupancy Agreement for any of the following:

- A. Drug-related criminal activity engaged in, on or near the premises, by any member, a person of the household, or guest, and any other person under the member's control;
- B. Determination made by the Cooperative that a member, a person of the household, or guest is illegally using a drug;
- C. Determination made by the Cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- D. Criminal activity by a member, any person of the member's household, a guest or another person under the member's control that:
 - 1. threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff); or
 - 2. threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- E. If the member, a person of the household, or guest is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony or misdemeanor;
- F. If the member, a person of the household, or guest is violating a condition of probation or parole under Federal or State law;
- G. Determination made by the Cooperative that abuse or a pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

- H. If the Cooperative determines that the member, any person of the member's household, a guest or another person under the member's control has engaged in criminal activity, or has been arrested or convicted for such activity.

Section 2.5 Grievance Procedure

Complaints to be acted upon and procedure to be followed:

- A. All complaints must be in writing, signed by the complaining member or office and maintenance staff, and filed with the Board of Directors.
- B. The Board of Directors shall cause notice to be mailed to the defaulting member stating that the member has been found to be in default of the Occupancy Agreement. The facts constituting the default shall be stated in the notice.
- C. If the default is not corrected, the Board of Directors shall cause a second notice to be delivered or mailed to the defaulting member.
- D. The notice shall state:
 - 1. That a hearing has been set to determine the sufficiency of grounds for violation;
 - 2. The date, time and place of such hearing;
 - 3. The grounds for the hearing and the specific section(s) of the Occupancy Agreement or rules and regulations violated;
 - 4. That the member may be represented by an attorney or other representative and may present witnesses and/or other relevant evidence;
 - 5. The member's failure to appear at the hearing will constitute a waiver of the member's right to a hearing on the issue(s) and that the hearing will not be continued except at the discretion of the Board of Directors.
- E. Hearing:
 - 1. The member may testify on the issues and may present witnesses and other relevant evidence.
 - 2. The hearing shall be informal and the legal rules of evidence shall not apply.
 - 3. The cooperative attorney shall present the cooperative's evidence at the hearing.

4. Unless good cause exists to the contrary, the Board of Directors shall decide the issues upon completion of the evidence. The decision shall be in writing and delivered to the member.
5. If the decision is in favor of the member, the complaint shall be closed and no further action taken on that complaint.

Section 2.6 Noise Level

An unacceptable noise level in a member's unit is noise louder than necessary to be heard in the room in which the noise is being produced.

Section 2.7 Solicitation

Vending and soliciting are prohibited within the cooperative. If a vendor or solicitor is seen in the complex, call the police. This rule does not apply to the youth of our cooperative. (Example: Boy Scouts, Girl Scouts, school sales)

Section 2.8 Yard Sales

Members are allowed to have yard sales from May through September only. The following rules shall apply:

- A. Signs must be removed from the property the morning after the sale is over.
- B. All merchandise must be brought inside the unit every night if member is having a multiple-day sale.
- C. Multiple-day sales are limited to three (3) days.

Tab 3 Maintenance

Section 3.1 Emergencies

After-hours emergency number to contact maintenance is (913) 894-3456 and is to be called for conditions defined as follows:

- A. Furnace not working in winter.
- B. Air conditioner not working, when it creates a health menace to member or the household, or outside temperature exceeds 90 degrees F.
- C. Commodes in one-bedroom units inoperable.
- D. Hot water tank inoperable.
- E. Electrical or plumbing problems that cannot wait until next business day.
- F. Sewer back-up.
- G. Lock-outs (see Section 3.2).
- H. Broken windows (not merely cracked), under severe weather conditions or extreme circumstances.
- I. Refrigerator stops working.
- J. Garbage disposals stopped up after 5 p.m. on Friday or before 5 p.m. on Sunday (if after 5 p.m. on Sunday, please wait and call the office on Monday).

Section 3.2 Lock-outs

If a member of the household is locked out of the unit, the head of household must authorize the maintenance department to unlock the door. There will be a charge for this.

When a lock-out is reported after 5:00 p.m. on weekdays or weekends or holidays, an additional charge will be assessed.

Section 3.3 Routine Maintenance

The maintenance department is available for repairs for all members. Please call between 8:00 a.m. and 5:00 p.m. to request a maintenance call. Some items that are routine for maintenance repair are:

- A. Blowing the dryer vent out periodically
- B. Caulking of tub
- C. Tilt bars (clips for storm doors)
- D. High hall light: You provide bulb, no charge. We can provide a bulb for a reasonable charge.
- E. Replace battery in smoke detector
- F. Replace bulb in back or front porch light

Other items that are repaired by the maintenance department may be charged to the member.

Please note: If maintenance comes to your unit and discovers a disabled smoke detector, a maintenance assessment will be levied to your account. Do not disable your smoke detector.

Tab 4 Building

Section 4.1 Alarms

Security alarms are permitted in North Brighton. The office must have your code in the event of an emergency to allow maintenance to enter the unit. An Installation/Alteration permit must be filed and approved before installing security systems.

Section 4.2 Antennas

Antennas are not allowed outside of the unit. C.B. antennas are not allowed on the premises. The Maintenance Department will remove any antenna and bill the member for the expense. Satellite dishes are allowed, with guidelines and permit. (See appendix.)

Section 4.3 Clothes Lines And Dryers

Umbrella clothes lines are the only type of clothes lines permitted at North Brighton and must be inside fenced yards. Members will not be allowed to dry clothing on the fence lines. Only electric dryers will be allowed.

Section 4.4 Combustibles

- A. No gasoline or gasoline engines of any kind are allowed inside units. Absolutely no kerosene heaters or wood stoves. Combustible liquids or devices are not to be kept in or near the furnace room. These restrictions are in addition to those stated in the Occupancy Agreement (Article 12).
- B. Fireworks are illegal by Kansas City, MO., city ordinance. The possession, storage or usage of fireworks on North Brighton property is prohibited.

Section 4.5 Dead Bolt Locks

Dead bolt locks are an allowable improvement at North Brighton; however, they must be the type that has a thumb screw on the inside. No locks with an interior key are allowed. An Installation/Alteration permit is required.

Section 4.6 Improvements to Units

- A. Improvements or physical changes to the exterior or interior of a townhouse must be pre-approved by the Board of Directors. An Installation/Alteration Permit must be completed, submitted and approved before any work begins.

Upon completion of approved alterations, work must be inspected by the maintenance superintendent. Permits not completed within 90 days from approval must be re-submitted for approval.

- B. Nothing can be attached to the outside of the building except lighting attached by clips approved by the maintenance department.
- C. Members may not apply wallpaper to the bathrooms or backsplash area of the kitchen. Wall-to-wall carpet will not be allowed in the bathrooms or kitchens.
- D. The Board of Directors may revoke any approved Installation/Alteration Permit if the improvement falls into disrepair or creates a nuisance, danger or hazard. Costs to repair or to restore the change or alteration to the original condition will be charged to the member.
- E. Should a member find fault with the rejection of a listed improvement, the member may petition the Board of Directors, in writing, to review the list. The Board of Directors will consider the request and advise the member of the decision.

Tab 5 Grounds

Section 5.1 Bicycles, Tricycles, Big Wheels

When not in use, these items must be kept inside unit or in backyard area next to the building.

Section 5.2 Confiscated Items

In the event items are found abandoned or removed from the immediate area of a member's unit due to fire or safety concerns or violations of the Rules We Live By, the following steps shall be taken:

- A. Upon direction from the manager or maintenance supervisor, the maintenance staff shall remove the items causing the violation.
- B. The items shall be tagged with the member's name and address (if known) and stored in the maintenance department.
- C. An inventory and description of the items shall be given to the manager and maintenance supervisor.
- D. The manager or maintenance supervisor will leave notification of and inform the member that the items will be held in storage for ten (10) days. In the event the items are not claimed at the maintenance department within the ten (10) day period, the items will be considered abandoned and will be disposed of.
- E. The maintenance cost to remove, tag and place in storage and a storage fee will be charged to the member's account. The member will be charged storage costs for the actual time the items are stored, up to a maximum of ten (10) days.

Section 5.3 Electrical Cords

No electrical cords of any kind are allowed to be left unattended on sidewalks.

Section 5.4 Illegal Dumping

The trash dumpsters on property are for the use of North Brighton members only.

Section 5.5 Improvements To Grounds

- A. Improvements or physical changes to the grounds must be pre-approved by the Board of Directors. An Installation/Alteration Permit must be completed, submitted and approved before any work begins.

Upon completion of approved alterations, work must be inspected by the maintenance superintendent. Alteration Permits not completed within 90 days from approval must be re-submitted for approval.

If members want to have a bush planted in front of their units, the maintenance department will plant the bush purchased by the member and will trim it as necessary. The member is responsible for purchasing and watering the bush.

- B. Bushes appropriate for North Brighton grounds are forsythia, yews, variegated euonymus, burning bush or lilac bush.

All trees and bushes in common areas become the property of the cooperative. Members may not remove a bush or tree from the property without permission.

- C. The Board of Directors may revoke any approved Installation/Alteration Permit if the improvement falls into disrepair or creates a nuisance, danger or hazard. Costs to repair or to restore the change or alteration to the original condition will be charged to the member.

Section 5.6 Littering Of Grounds

Trash must be disposed of properly in a tied plastic trash bag. Do not leave trash outside the receptacle. Large items such as appliances, carpet and furniture should be brought to the dumpsters behind the office for pick-up. Trash pick-up is provided three times a week. Items found outside the dumpsters will be examined to determine ownership and the owner will be levied a maintenance assessment.

Section 5.7 Grounds Violation

Backyards must be kept clean and free of cigarette or tobacco litter, clutter, debris, trash and pet waste. Members who violate yard-keeping standards will be notified of the violation and allowed ten (10) days to comply.

Three separate violations of grounds rules within a 12-month period will result in a grievance hearing.

Section 5.8 Outside Decorations

- A. Maintenance will provide and install flag holders at no charge upon request. These are the only flag holders that are allowed to be attached to the building area.
- B. Chimineas, fire bowls and fire pits are allowed, but you may not have a fire in them.
- C. Outside Holiday Light Specifications
 - 1. Only small bulb, exterior, fused, UL-approved holiday lights may be installed.
 - 2. Holiday lights may be attached on the lower eave with clips approved by the maintenance department. Do not attach to shingles or other areas.
 - 3. Outside lights must have no more than three (3) 100—bulb strings attached together and where plugged together, must be taped with electrical tape to keep out moisture.
 - 4. Holiday lights must be removed by February 1 or maintenance will remove lights at member's expense and with no responsibility for the condition of the lights after removal.
 - 5. Holiday lights may be plugged in to the front or back outdoor outlet.
 - 6. Members are prohibited from climbing onto roofs.

Section 5.9 Outside Faucets

Outside water faucets must be shared by members that are on either side (front and back). If you refuse to allow your neighbor proper use of a faucet, the member can request that maintenance go into your unit and turn on the faucet. This will result in a charge to your account.

Section 5.10 Patios

- A. Poured patios and patio stones are allowed. Any damage to the grounds created by concrete trucks will be charged to the member. Concrete must be carted around from the front because trucks are not allowed on the grass.
- B. Patios must be constructed of four (4) inch concrete with steel reinforcing wire or rod. Dimensions cannot exceed the actual width of the individual unit and cannot extend beyond twelve (12) feet from the foundation of the structure, but in no case can a patio be closer than thirty (30) inches from existing sidewalks or trees.
- C. The member expressly acknowledges and agrees to accept the full responsibility and liability for the maintenance and/or partial or complete removal of the patio, if required, by utility companies or the Board of Directors. It is further acknowledged and agreed that upon sale of membership, the buying member will be made aware that they will assume responsibility.

- D. Patios are to be restricted to the back of the building only.
- E. Patio stones must be leveled in a way to drain water away from the building. All grass and weeds must be removed from paved patios.

Section 5.11 Pools

Except for plastic wading pools no larger than nine (9) feet in diameter and no more than twenty-four (24) inches in depth in a fenced yard, no swimming pools shall be allowed. Water slides of any kind must also be kept inside a fenced yard. Pools are to be emptied daily.

Section 5.12 Cable TV and Satellite Dish

Refer to the Cable Installation Specifications and Satellite Dish Verification and Rules forms in the Appendix.

Section 5.13 Yard And Common Areas

- A. Patios located in unfenced backyards (common area) may have furniture on the patio area.
- B. Unfenced backyards (common area) are allowed furniture and grills not to extend more than 26 feet from the building. All other items will need to be removed.
- C. Nothing may be within 20 inches of the air conditioner units.
- D. Flower beds or gardens are allowed in the front and backyards within four feet of the foundation. Fencing around these cannot exceed twelve (12) inches in height above the flower bed. Flower beds and gardens shall allow water drainage away from the building.

If no effort has been made to restore a flower bed by June 1st, the flower bed is considered abandoned. The member will receive a notice from the maintenance department that the flower bed is going to be removed when time permits. The member will be charged appropriately for the labor involved in removing the abandoned bed.

- E. Before installing a fence, you must contact the office for a fence permit. No wooden fences are allowed. After contractor has been obtained and the measurements marked off where the fence will be installed, call the office and ask for an inspection to make sure the fence will meet specifications. After the inspection you may have the fence installed per the approved these specifications and regulations. (See

appendix.)

- F. Trellises and lattices are allowed in backyards however, they must be placed at least one (1) foot from the foundation and must be no more than four (4) feet wide and eight (8) feet tall. Trellises and lattice must be properly maintained. No vines are allowed to grow on fences or building.
- G. Bird-feeding is allowed 20 feet from back of the unit.
- H. Trampolines are not allowed.
- I. Members are responsible for mowing and trimming fenced yards, keeping them uniform in length with surrounding common areas. If a member with a fenced backyard is cited for grass height, the member will be given seven days to comply. If the yard has not been mowed by the deadline, North Brighton will mow the yard and the member will be assessed a charge. The notice about grass height will inform members that if they are unable to mow the yard themselves, they can call the office for a list of those who can help them at a reasonable cost.
- J. No dog houses are permitted unless yard is fenced. (See appendix.)
- K. All lawn equipment should be kept neat and close to the back of the unit. No swing sets, jungle gyms, water slides, toys and other play equipment are allowed in the common areas.
- L. Storage sheds are allowed in fenced backyards, but the following rules apply:
 - 1. For current shed specifications, (See appendix.)
 - 2. The storage sheds can be placed only in fenced backyards, and placed only against the foundation or firewall. Sheds will not be allowed against a fence.
 - 3. An Installation/Alteration permit must be filed and approved.
- M. Tents, awnings, gazebos, canopies and tarps are not allowed to be set up on cooperative grounds for more than 48 hours.
- N. Hot tubs and in-ground pools are not allowed.

Tab 6 Pets

Any member accepting the duties of pet ownership by requesting a Pet Permit will be required to abide by all North Brighton's pet rules and regulations and Kansas City, MO., ordinances concerning pet ownership.

These regulations are specifically directed to eliminating nuisances caused by poorly-controlled dogs and cats but are applicable to all animals maintained on the property.

Section 6.1 Pet Permit

All members must file a statement whether or not the member has a pet on the premises at the time of move-in and every year at the time of recertification.

- **Control:** A pet shall be deemed to be under control of a responsible person when that person can observe and take effective corrective action to prevent nuisance or harm to people, animals or property.
- **Owner:** Shall mean any person residing in the community who keeps or harbors a pet.
- **Animal:** Any non-human creature, hereinafter called pet maintained in the community.

Section 6.2 Registration Of Pets

- A. Annual applications for a pet permit registering pets must be completed and filed during recertification. Proof of licensing with Kansas City, MO. must be shown.
- B. Veterinarian's certificate showing pet's height, weight, breed and proof of inoculation must be provided.
- C. All pets must be registered with the cooperative office prior to coming onto the North Brighton premises.
- D. Units with dogs or cats must be treated for fleas at a cost to the member as necessary and upon move-out.

Section 6.3 Restrictions

- A. Visiting pets are not allowed. The only pets allowed on the property are those that

have been registered and approved.

- B. No pet sitting
- C. Maximum of two pets per unit
- D. No dogs or cats over 40 pounds at maturity
- E. No dogs or cats over 18 inches in shoulder height at maturity
- F. No permits shall be issued for pets having the propensity to injure, including, but not limited to the following:
 - Pit Bull
 - German Shepherd
 - Doberman Pinscher
 - Great Dane
 - Wolfhound
 - Chow
 - Husky
 - Miniature Pinscher
 - American Pit Bull Terrier
 - American Staffordshire Terrier
 - Staffordshire Bull Terrier
 - Reptiles
 - Spiders
 - Ferrets
 - Attack animals
 - Exotic or wild animals
- G. Hamsters and gerbils are the only rodents allowed as pets.
- H. Maximum aquarium size shall be fifty (50) gallons. Member will be responsible for any water damage to the unit from the aquarium.
- I. All dog houses should be used for dogs only. They cannot be used for storage. The maximum dimensions are twenty-four (24) inches wide, thirty-six (36) inches deep and thirty (30) inches high. The maximum door opening height is sixteen (16) inches.
- J. No pets owned for breeding purposes shall be kept on North Brighton property.
- K. All dogs and cats must be spayed or neutered, with written proof filed in office.
- L. Animal and Fowl Ordinance of Kansas City MO. shall be strictly followed and enforced. No variances shall be allowed.

Section 6.4 Regulations

- A. When outside a fenced yard, all pets must be leashed, restrained and under the control or supervision of the member.

Pets cannot threaten others by attempting to bite, jump upon, charge toward or otherwise cause others to fear immediate personal injury to themselves, to other people or to their own pets.

Removal and disposal of animal waste are the responsibilities of the pet owner. Pet waste must be removed daily from the grounds and placed in a sealed or tied container before being properly disposed of in a trash receptacle.

- B. If a North Brighton employee meets with an animal control officer to correct a violation of North Brighton's rules or city ordinance, a fee will be charged to the pet owner's account.
- C. No person may keep or harbor any animal on the premises of North Brighton without a current Pet Permit.
- D. The owner of a pet will be held financially responsible for any actions of such pet. In addition, the owner agrees to totally accept all liability pet ownership may create.

Section 6.5 Complaints & Procedures for Enforcement

- A. The complainant should attempt to verbally correct the problem with the pet owner.
- B. The complainant should bring the problem to the attention of the proper city authorities (K.C. Police, K.C. Animal Control)
- C. Complaints to management concerning pets must be in writing, dated and signed by the complainant. A complainant must be willing to attend a grievance hearing when requested by the Board of Directors or the corporate attorney.
- D. After receipt of the complaint, within ten (10) days, or immediately if the situation warrants, one or more of the following actions shall be taken:
- A letter of notice may be sent to the pet owner, notifying them of the complaint
 - Personal contact with the respondent and/or complainant
 - Visual inspection of alleged infraction
 - Verification with other member(s)

- E. All findings in the matter are to be made in writing and entered in the owner's file. If the problem can be or has been rectified, no further action is required except documentation placed in the member's file.
- F. In the event the problem has not been corrected after the enforcement procedures have been followed and notice has been given, the Board of Directors shall hear the matter and decide whether a pet permit should be revoked.

Revocation means the owner of a pet must permanently remove the animal from the property. Members have ten (10) days from the date the permit is revoked to comply.

- G. The violation of this pet policy or any Kansas City, MO. animal ordinance may result in the owner's loss of pet ownership rights and possible loss of membership in North Brighton.
- H. Any animal that bites and causes injury must be removed immediately and permanently from the property.
- I. A Pet Permit application may be rejected on the grounds that the owner has had verifiable complaints filed against the owner's animal (s).

Tab 7 Move-Out

To leave your townhouse in acceptable condition in accordance with your Occupancy Agreement, the following things must be done before your final Move-Out Inspection.

Members are not allowed to post signs advertising memberships or units for sale.

Any part of these rehab requirements found unacceptable upon final move-out inspection will be corrected by North Brighton and billed to the outgoing member.

1. Any items listed and sold as improvements must be cleaned by outgoing member. If not cleaned by outgoing member they will be removed and the outgoing member's account charged for labor.
2. If a member fails to comply with the notice of intent to vacate by failure to pay carrying charges for more than 90 days, the account will be referred to the attorney for collection of carrying charges and possession of the unit.

Section 7.1 Painting

1. North Brighton-approved paint can be purchased at the office in five-gallon containers for ceiling and wall paint and in one-gallon containers for trim paint. It is strongly suggested that if you do your own painting, that you completely paint walls and trim in the smallest bedroom in your unit. Then contact the office to have maintenance examine your painting to make sure it will meet the painting standards.
2. All walls and wood trim must be free of holes, indentations, cracks, or any foreign objects. All holes, cracks, indentations must be filled with drywall mud and sanded smooth before painting. Any stains on walls, wood trim, ceilings and shelves must be sprayed with stain killer and painted with no bleed through, to be acceptable on inspection. Drapery, blinds, and rods or brackets must be in good condition, cleaned, listed and sold as an improvement. If window treatments are not acceptable, remove all brackets; fill holes and sand smooth before painting.
3. All walls, closets and shelves must be freshly and evenly painted. The walls will need to be painted with North Brighton-approved standard paint. Closets, shelves and ceilings should be painted with flat white. Where there is wallpaper or paneling, it must be in good condition, listed and sold as an improvement. Walls painted with any color, gloss, or semi-gloss must meet same standards and must be accepted by incoming member on a signed waiver, but cannot be sold as improvements. Painting is not acceptable if it is thin, streaked, bleeding through or has shadows.
4. All wood trim must be freshly and evenly painted with North Brighton-approved trim

paint. Trim painted any color other than approved trim paint will take two coats of paint to cover, at cost to you. If the wood trim in the unit has never been painted, North Brighton will paint the trim at no charge to outgoing member.

5. All ceilings except in the kitchen are to be freshly and evenly painted with flat white paint and free of stains and holes. If you have ceiling hooks, they must be in good shape and listed on improvement sheet, or remove hooks and fill holes before painting. If you choose to paint the ceilings and the texture comes down, you will be required to re-texture entire ceiling at cost to you. If you allow North Brighton to paint the ceilings and the texture comes down, North Brighton will be responsible for re-texturing the ceilings. Maintenance will paint kitchen ceilings and fix roof leak stains and damage at no cost to the outgoing member.
6. Remove, clean and spray paint all supply and air return vents. Floor vents are to be spray painted with gloss enamel in brown or beige only. All air return and ceiling vents are to be spray painted with gloss enamel in white only. You may purchase enamel spray paint from the office.
7. Hand railings are to be spray painted with gloss enamel in white or black only. You may purchase enamel spray paint from the office. Clean railings thoroughly before painting or they will spider web on you from the oil on your hands. Spidered railings are not acceptable on final inspection, and will be repainted and billed to outgoing member.

Section 7.2 General

1. Clean all outlets, switches and covers. All switches, outlets and covers have to be the same color. If you have your own covers, they must be in good shape, listed and sold as an improvement. Any painted, cracked or missing outlets, switches or covers will be replaced and billed to outgoing member.
2. Clean all globes, ceiling fans, and fixtures. Clean window blinds and curtains.
3. All light sockets must have white bulbs of no more than 60 watts installed and working. Bulbs will be replaced at cost to outgoing member.
4. Clean all doors inside and out and the hardware. All doors must be cleaned of any type of dirt or paint.
5. Hardwood floors are to be cleaned and waxed. If there are any scratches, burns, stains or damage, only North Brighton can have the floors sanded or the bad wood replaced. Your account will be charged for this service unless damage was noted on your move-in sheet.
6. Carpeting must be shampooed or steam cleaned. North Brighton will remove carpet

if it is stained or ripped or has a worn-out pad or lacks tack strips. Vinyl flooring will be replaced if it is stained, gouged, ripped, worn out or otherwise damaged in any way at a cost to the outgoing member.

7. All windows (inside and out), tracks, metal frames, sills and storm doors must be cleaned and free of paint and dirt.
8. Clean and wax all floor tiles. All floor tiles must be free of dirt, paint and stains. If there are any deep scratches, burns, stains or damaged tiles, North Brighton will replace floor tiles. Your account will be charged for this service unless damage was noted on your move-in sheet.

Section 7.3 Kitchen

1. Remove all shelf paper and liners from cabinets and drawers. Clean inside and out of cabinets and drawers. If the cabinets have been painted and there are any chips, yellowing or damage to outside of cabinets, the outside will be repainted and billed to the outgoing member.
2. Clean countertop and backsplash. Remove all stains. Wallpaper or paneling around countertop and sink area must be removed.
3. Clean refrigerator inside and out. Clean all parts including door seals, coils in back and floor beneath refrigerator. Clean and polish the exterior. Do not turn refrigerator off or leave unplugged. Turn to lowest setting and close the door.
4. Clean stove inside and out. Remove all removable parts and clean thoroughly; then reinstall parts.
5. Clean sink, remove all stains, rust and grease. Thoroughly clean faucets and chrome. Be certain to clean garbage disposal and area under sink.

Section 7.4 Bathrooms

1. Medicine cabinets must be in good condition. If medicine cabinets are stained or damaged, they will be replaced and outgoing member's account charged for replacement.
2. Clean bathtub, remove all decals and mats. There can be no stains, chips, holes, soap film or mildew on the tub or surrounding walls. Remove all shower curtains and hooks, unless sold as improvement. If tub and walls have any damage, outgoing member could be charged for replacement of damaged item.
3. Thoroughly clean faucets, soap dishes, toothbrush holder, towel bars, paper holder,

brackets and all chrome. All items must be paint free.

Section 7.5 Front & Back Yards

1. Mow grass and trim fence lines inside and outside fenced-in backyards. Outgoing members are responsible for their yards until new member moves in. If maintenance has to mow and trim the yard, the outgoing member will be charged for every mow and trim. The maintenance department will mow and trim the fenced-in backyard the week prior to a new member moving in.
2. Trim all plants away from the building and fence. Remove all dead plants, weeds or grass from flower beds. All flower beds and borders must be in good condition, listed and sold as improvements or the outgoing member's account will be charged.
3. Holes or bare spots must be filled with top soil and leveled to grade and seeded.
4. Fence must be in good condition with working latching gate, listed and sold as improvement. If fence surface is rusting, you have the option to paint aluminum, replace or remove the fence. Maintenance will remove fence from backyard and charge outgoing member's account.
5. Only outdoor items listed and sold as improvements may be left in yard. If not on improvement list, item will be disposed of and outgoing member's account charged for the labor.
6. Wash or hose out air conditioner condenser. If air conditioner condenser fins or wires are damaged, outgoing member's account will be charged for repair or replacement of damaged parts.
7. Entire yard needs to be free of any animal residue.
8. Satellite dishes must be removed. All holes caused by installation of the dish must be filled.

Tab 8 Appendix

Section 8.1 3-1-1 Website Information



ANIMAL CONTROL -- 513-1313

MO DIV. OF FAMILY SERVICES - 889-2000

WE TIP CRIME: 800-78-CRIME 800-782-7463

WE TIP DRUGS: 800-47-DRUGS 800-473-7847

EMERGENCY ASSISTANCE: 800-525-5555

EMERGENCY ASSISTANCE ON YOUR CELL PHONE: *55

ROAD CONDITIONS: 800-222-6400

3-1-1 Action Center / KC,MO

The 3-1-1 Action Center is the central point of contact for City services. If you need information, need to request a City service or report a problem with City services, contact the Action Center.

- **Call:** 311 or 816-513-1313 between 7 a.m. and 7 p.m. on weekdays and follow the prompts. You may leave a recorded message after office hours.

Online: <http://www.kcmo.org/CKCMO/Depts/CityManagersOffice/The3-1-1ActionCenter/index.htm> **E-mail:** 3-1-1.Action.Center@kcmo.org

- **Walk in:** Visit the Action Center office on the first floor of City Hall, 414 E. 12th St., Kansas City, MO 64106, weekdays from 8 a.m. to 5 p.m.

- **Mail:** Action Center, City Hall, first floor, 414 E. 12th St., Kansas City, MO 64106

Section 8.2 By-Laws (September 8, 2013)

BY-LAWS OF NORTH BRIGHTON TOWNHOUSES, INC.

ART I	Name and Location of Corporation	ART. V.	Directors
ART II.	Purpose	Sec. 1.	Number and Qualification
ART III.	Membership	Sec. 2.	Powers and Duties
Sec. 1.	Eligibility	Sec. 3.	Election and Term of Office
Sec. 2.	Application for Membership	Sec. 4.	Vacancies
Sec. 3.	Members, Authorized Memberships, and Occupancy Agreements	Sec. 5.	Removal of Directors
Sec. 4.	Membership Certificates	Sec. 6.	Compensation
Sec. 5.	Lost Certificates	Sec. 7.	Organization Meeting
Sec. 6.	Lien	Sec. 8.	Regular Meetings
Sec.7.	Transfer of Membership	Sec. 9.	Special Meetings
(a)	Death of Member	Sec. 10.	Waiver of Notice
(b)	Option of Corporation to Purchase	Sec. 11.	Quorum
(c)	Procedure Where Corporation Does Not Exercise Option	Sec. 12.	Fidelity Bonds Funds
(d)	TOD Registration	ART VI.	OFFICERS
(e)	Transfer Value	Sec. 1.	Designation
Sec.8.	Termination of Membership for cause	Sec. 2.	Election of Officers
Sec.9.	Sales Price	Sec. 3.	Removal of Officers
ART IV.	MEETINGS OF MEMBERS	Sec. 4.	President
Sec. 1.	Place of Meetings	Sec. 5.	Vice President
Sec. 2.	Annual Meetings	Sec. 6.	Secretary
Sec. 3.	Special Meetings	Sec. 7.	Treasurer
Sec. 4.	Notice of Meetings	ART VII.	AMENDMENTS
Sec. 5.	Quorum	ART VIII.	CORPORATE SEAL
Sec. 6.	Adjourned Meetings	ART IX.	FISCAL MANAGEMENT
Sec. 7.	Voting	Sec. 1.	Fiscal Year
Sec. 8.	Proxies	Sec. 2.	Books and Accounts
Sec. 9.	Order of Business	Sec. 3.	Auditing
		Sec. 4.	Inspection of Books
		Sec. 5.	Execution of Corporate Documents
		Sec. 6.	Association with other Cooperatives
		Sec. 7.	Replacement Reserve Account
		Sec. 8.	Miscellaneous Improvement Reserve

ARTICLE I – NAME AND LOCATION OF CORPORATION

Section 1. The name of this corporation is NORTH BRIGHTON TOWNHOUSES, INC. Its principal office is located in the City of Kansas City, Missouri.

ARTICLE II – PURPOSE

Section 1. The purpose of this corporation is to provide its members with housing and community facilities, if any, on a nonprofit basis consistent with the provisions set forth in its Articles of Incorporation.

ARTICLE III – MEMBERSHIP

Section 1. Eligibility. Any natural person approved by the Board of Directors shall be eligible for membership, provided that they execute an Occupancy Agreement in the usual form employed by the corporation covering a specific unit in the housing complex.

Section 2. Application for Membership. Application for membership shall be presented in person on a form prescribed by the Board of Directors, and all such applications shall be acted upon promptly by the Board of Directors.

Section 3. Members, Authorized Member and Occupancy Agreements.

(a) The members shall consist of the individuals who have paid for their membership and received membership certificates.

(b) The authorized membership of the Corporation shall consist of 378 memberships, all of one class, with par value of \$75.00 each.

(c) The Corporation will offer Occupancy Agreements on the dwellings in the housing complex. The down payment under an Occupancy Agreement (which downpayment is hereinafter sometimes referred to as "Value of Occupancy Agreement") shall be in the amount established by the Corporation.

Section 4. Membership Certificates. Each membership certificate shall state that the Corporation is organized under the laws of the State of Missouri, the name of the registered holder of the membership represented thereby, the Corporation lien rights as against such membership as set forth in this Article, and the preferences and restrictions applicable thereto, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every membership certificate shall be signed by the President or Vice President, and the Secretary or Assistant Secretary, and shall be sealed with the corporate seal.

Section 5. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such

issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such a lost or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 6 . Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever, including any sums due under any occupancy agreements.

Section 7 Transfer of Membership. Except as provided herein, membership shall not be transferable.

(a) Death of Member. If, upon death of a member, the membership in the Corporation passes by Transfer On Death (TOD) designation, will or intestate distribution, such legatee or distributee may, (if they qualify for membership under the established membership criteria) assume in writing the terms of the Membership Purchase Agreement and Occupancy Agreement, within sixty (60) days after the member's death, and paying all amounts due thereunder, become a member of the Corporation. If a member dies and an obligation is not assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the membership from the deceased member's estate in the manner provided in paragraph (b) of this Section, written notice of the death being equivalent to notice of intention to withdraw. If the Corporation does not exercise such option, the provisions of paragraph (c) of this section shall be applicable, the reference to "member" therein to be construed as references to the legal representative of the deceased member.

(b) Option of Corporation to Purchase. If the member desires to leave the complex, he shall notify the Corporation in writing of such intention and the Corporation shall have an option for a period of thirty (30) days thereafter, but not the obligation, to purchase the membership, together with all of the member's rights with respect to the dwelling unit, at an amount to be determined by the corporation as representing the transfer value thereof, less any amounts due by the member to the Corporation under the Occupancy Agreements, and less the cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing and such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another occupant. The purchase by the Corporation of the membership will immediately terminate the member's rights and the member shall forthwith vacate the premises.

(c) Procedure Where Corporation Does Not Exercise Option. If the Corporation waives in writing its rights to purchase the membership under the foregoing option, or if the Corporation fails to exercise such option within the thirty (30) day period, the member may sell his membership to any person who has been duly approved by the Corporation as a member and occupant. If the Corporation agrees, at the request of the member, to assist the member in finding a purchaser, the Corporation shall be entitled to charge the member a fee it deems reasonable for this service. When the transferee has been approved for

membership and has executed the prescribed Occupancy Agreement, the retiring member shall be released of his Occupancy Agreement, provided he has paid all amounts due the Corporation to date.

(d) TOD Registration. At the request of a member, the Secretary shall record on the membership certificate a transfer on death direction to transfer the member's interest in the membership certificate to a person or persons designated by the member who survive the death of the member. The Secretary shall implement the direction to transfer the membership certificate to the member's designated TOD beneficiaries on proof of death of the member, or last surviving member of multiple members with survivorship rights, surrender of the outstanding certificate with the direction thereon, and under such regulations as may be prescribed by the Board of Directors. TOD registration of the membership certificates shall be governed by the Nonprobate Transfers Law of Missouri, Chapter 461, Revised Statutes of Missouri.

(e) Transfer Value. Whenever the Board of Directors elects to purchase a membership, the term "transfer value" shall mean the sum of the following:

- (1) The consideration (i.e. downpayment) paid for the membership as shown on the books of the Corporation; plus
- (2) The Value of Occupancy Agreement as provided in Section 3 of this Article; plus
- (3) The value, as determined by the Directors, or their designee, of any improvements installed at the expense of the member with the prior approval of the Directors, under a valuation formula which does not provide for reimbursement in an amount in excess of the typical initial cost of the improvements; plus
- (4) The Equity Value according to the following:

Kendal	One bedroom	\$5,500
Dunbar	Two bedroom	\$6,300
Glenmoor	Three bedroom	\$7,100
Hamilton	Four bedroom	\$7,900

The Equity Value may be increased by the Board of Directors, not more than once annually at any special or regular meeting of the Board.

Section 8. Termination of Membership for Cause. In the event the Corporation has terminated the rights of a member under the Occupancy Agreement, the member shall be required to deliver promptly to the Corporation the membership certificate and Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon at its election either (1) repurchase said membership at its Transfer Value (as hereinabove defined) or the amount the retiring member originally paid for the acquisition of the membership certificate, whichever is the lesser, or (2) proceed with reasonable diligence to effect a sale of the membership to a purchaser and at a sales price acceptable to the Corporation. The retiring member shall be entitled to receive the amount so

determined, less the following amounts (the determination of such amounts by the Corporation to be conclusive):

(a) any amounts due to the Corporation from the member under the Occupancy Agreement;

(b) the cost or estimated cost of all deferred maintenance, including painting; redecorating, floor finishing, and such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another occupant; and

(c) legal and other expenses incurred by the Corporation in connection with the default of such member and the resale of the membership. In the event the retiring member for any reason should fail for a period of 10 days after demand to deliver to the Corporation the endorsed membership certificate, said membership certificate shall forthwith be deemed to be cancelled and may be reissued by the Corporation to a new purchaser.

Section 9. Sales Price. Memberships may be sold by the Corporation or the member only to a person approved by the Board of Directors in accordance with the requirements of the Board of Directors, and the sales price shall not exceed the Transfer Value as provided in this Article, except that in sales effected by the Corporation a service charge not in excess of \$100 may be charged by the Corporation. Where the sale is accomplished by a member, a certificate as to the price paid shall be executed by the seller and purchaser and delivered to the Corporation.

ARTICLE IV – MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the Corporation shall be held on the 2nd Sunday of March of each year. At such meeting there shall be elected by the ballot of the members a Board of Directors in accordance with the requirements of Section 3 of Article V of these By-laws. The members may also transact such other business of the Corporation as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by twenty (20) percent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the members present, either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Corporation, or if no such address appears, at his last known place of address, at least ten (10) but not more than sixty (60) days prior to such meeting. Service may also be

accomplished by the delivery of any such notice to the member at his dwelling unit or last known address. Notice by either such method shall be considered as notice served.

Section 5. Quorum. The presence, either in person or by proxy, of at least fifteen (15) percent of the members of record of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at the meeting drops below the quorum and the question of a lack of quorum, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, or a meeting has been ended because the number of members at said meeting has dropped below the quorum, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be ten (10) percent.

Section 7. Voting. At every meeting of the members, each member present, as either in person or by proxy, shall have the right to cast one vote on each question, and never more than one vote. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Corporation to be more than 30 days delinquent in payments due the Corporation under the Occupancy Agreement.

Section 8. Proxies. A member may appoint a proxy to vote by signing an appointment form. A member may appoint any other member as his or her proxy. In no case may a member cast more than one vote by proxy in addition to their own vote. Any proxy must be filed with the Secretary before the appointed time of each meeting.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Report of manager or managing agent.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE V – DIRECTORS

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of five (5) persons, who shall be members of the corporation. A member of the corporation shall be a resident for at least one year to be eligible for a Board position.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include but not be limited:

- (a) To accept or reject all applications for membership and admission to occupancy of a dwelling unit in the cooperative housing complex, either directly or through an authorized representative;
- (b) To establish monthly carrying charges as provided for in the Occupancy Agreement, based on an operating budget formally adopted by such Board;
- (c) To engage firms or individuals for the management of the cooperative that;
 - i. Have no identity - of – interest relationship with any member or employee;
 - ii. Are in good standing with all applicable licensing authorities;
 - iii. Demonstrate recent effective management experience with multi-family housing complexes, and acceptable operating procedures;
 - iv. Carry adequate fidelity bond coverage;
 - v. Are in compliance with fair housing laws and civil rights laws, regulations and requirements;
 - vi. Demonstrate a positive record of communication and cooperation with legitimate resident associations.
- (d) To terminate membership and occupancy rights for cause;
- (e) To promulgate such rules and regulations pertaining to use and occupancy of the premises as may be deemed proper and which are consistent with these By-Laws and the Articles of Incorporation.
- (f) To prescribe additional monthly carrying charges to be paid by eligible individual members and households whose income exceeds the limitations as may be established from time to time by the Board.

Section 3. Election and Term of Office. . At the first annual meeting of the members the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, their successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 5. Removal of Directors.

(a) At any regular or special meeting duly called, any Director elected by the members may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than 30 days delinquent in payment of his carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 4 above.

(b) The term of any director shall be automatically terminated, who shall be absent for three (3) consecutive regular board meeting, or five (5) regular board meetings in a twelve (12) month period. The remaining Board members shall appoint the successor as provided in section 4 above.

(c). The term of any director shall be automatically terminated if the director no longer resides in North Brighton Townhouses, Inc. or ceases to be a member.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed for the Corporation in any other capacity. A Director may not be an employee of the Corporation.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least ten (10) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by USPS mail, telephone or email, at least three (3) days prior to the date named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by USPS mail, telephone or email which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Where all of the Directors unanimously approve and sign a corporate resolution or authorization (which is to be included in the minute book), this shall be recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof that would otherwise be applicable for calling and holding Directors meetings.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Corporation.

ARTICLE VI – OFFICERS

Section 1. Designation. The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer and assistant secretaries, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of the corporation, including but not limited to the power to appoint committees from among the membership from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation, and shall have the custody of the seal of the Corporation, and shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII – AMENDMENTS

These by-laws may be amended by the affirmative vote of the majority of the entire regular membership of record at any regular or special meeting. Amendments may be proposed by the Board of Directors or by petition signed by at least twenty (20) percent of the members. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE VIII – CORPORATE SEAL

Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in charge of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE IX – FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer and in accordance with the Uniform System of Accounts. That amount of carrying charges required for payment on the principal of the mortgage of the Corporation or any other capital expenditures shall be credited upon the books of the Corporation to the "Paid-in-Surplus" accounts as a capital contribution by the members.

Section 3. Auditing. At the closing of each fiscal year, the books and records of the Corporation shall be audited by a Certified Public Accountant, whose report will be prepared and certified in accordance with Generally Accepted Auditing Standards. Based on such reports, the Corporation will furnish its members with an annual financial statement including the income and disbursements of the Corporation. The Corporation will also supply the members, as soon as practical after the end of each calendar year, with a statement showing each member's pro rata share of the real estate taxes and mortgage interest paid by the Corporation during the preceding calendar year.

Section 4. Inspection of Books. Financial reports and the membership records of the Corporation shall be available at the principal office of the Corporation for inspection at reasonable times by any member.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts, including Occupancy Agreements, shall be executed on behalf of the Corporation by any officer of the Corporation

Section 6. Association with Other Cooperatives. The Corporation may become a member of an association of cooperatives who join together for purposes of mutual aid and of advancing the cooperative movement as a means of providing housing for consumers.

Section 7. Replacement Reserve Account. The Cooperative shall establish and maintain a reserve fund entitled Replacement Reserve for replacements for the property by the allocation and payment thereto monthly of a sum equivalent to not less than two (2) percent of the monthly amount otherwise chargeable to the members residing in the property pursuant to their Occupancy Agreements. Upon accrual in said Replacement Reserve Account of an amount equal to twenty five (25) percent of the current annual amount otherwise chargeable to the members pursuant to their Occupancy Agreements, such monthly deposits may, by appropriate action of the Board of Directors, be discontinued and no further deposits need be made into such Replacement Reserve so long as said twenty five (25) percent level is maintained and provided, further, that upon any reduction of such reserve below said twenty five (25) percent level, monthly deposits shall forthwith be made at the two (2) percent rate until the twenty five (25) percent level is restored. This reserve shall remain in a special account and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such fund is for the purpose of effecting replacement of structural elements and mechanical equipment of the Property and for such other purposes as may be agreed to by the Board of Directors.

Section 8. Miscellaneous Improvement Reserve Account. The Cooperative shall establish and maintain a Miscellaneous Improvement Reserve account for the property by allocation and payment thereto monthly of a sum equivalent to not less than two (2) percent of the monthly amount otherwise chargeable to the members residing in the property. Upon accrual in said Miscellaneous Improvement Reserve account of an amount equal to twenty five (25) percent of the current annual amount otherwise chargeable to the Members pursuant to their Occupancy Agreements, such monthly deposits may, by appropriate action of the Board of Directors, be discontinued and no further deposits need be made into such Miscellaneous Improvement Reserve so long as said twenty five (25) percent level is maintained and provided, further, that upon any reduction of such reserve below said twenty five (25) percent level, monthly deposits shall forthwith be made at the two (2) percent rate until the twenty five (25) percent level is restored. This reserve shall remain in a special account and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America. This cumulative reserve is intended to provide a measure of financial stability to the property during the periods of special stress and may be used to meet deficiencies from time to time as a result of delinquent payments by individual Members, to provide funds for the re-purchase of memberships of withdrawing Members, and for such other purposes as may be agreed to by the Board of Directors.

End of By-Laws

Section 8.3 Cable Installation Specifications



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • Fax (816) 454-2459

CABLE INSTALLATION SPECIFICATIONS

- 1.) All units have cable coming in under the stairs.
- 2.) To get any additional cable outlets in unit the cable must be installed inside the unit.
- 3.) When running cable from first to second floor, contact maintenance for approval of placement.
- 4.) No holes can be drilled in the shingles, siding or soffits.
- 5.) No cable can go through shingles or windows.
- 6.) Members will be responsible for any damage incurred due to installation of cable line and must bring back to North Brighton original condition when member moves out.

Section 8.4 Clubroom Rental

Date of Reservation:
Day of Week:
Key#:
Work Order #:



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • Fax (816) 454-2459

Clubroom Rental Agreement

Date of Request: _____

Reservation for: _____
(Member Name) (Address) (Phone)

Date of Clubroom Reservation: _____

Deposit-\$100.00: _____

(Personal check from member of record only)

Full Day (10am-1am)-\$40.00: _____

Half-day-\$25.00: Noon-6pm _____

Half-day-\$25.00: 6pm-Midnight _____

(When using the Clubroom a half-day, the 6 hours include set-up and cleaning time)

I hereby agree to comply with the following Regulations of the Cooperative, for the use of the Clubroom:

- a) The Clubroom is non-smoking, including hallways and restrooms.
- b) I agree to be in attendance during the activity for which I have reserved the Clubroom.
- c) I agree to pay \$25.00 (Half-day) or \$40.00 (Full day) for the use of the Clubroom, upon signing of this agreement.
- d) I agree to pay \$100.00 security deposit for any damages to the Clubroom and/or its fixtures, resulting from the activity. I understand that should damages exceed that amount, I, the Member, will be charged.
- e) The key for the Clubroom will need to be picked up during business hours M-F 8:00 a.m. - 5:00 p.m. at the office. Weekday parties, the key can be picked up the same day. Weekend parties, the Friday before the event. The Clubhouse entry door locks automatically when closed.
- f) The Clubroom key will need to be returned to the office the next business day. Loss or failure to return the Clubhouse key by the renter will result in automatic forfeiture of the \$100.00 deposit.
- g) Do not drill holes or use nails in the walls.
- h) No kegs are allowed in the Clubroom.
- i) I agree to clean the Clubroom; including its restrooms, stairs, emptying of the trash receptacles, cleaning of floors (no water or mop marks) or pay for all required cleaning, in an amount to be determined by the Cooperative.
- j) If confetti is used, it must all be cleaned up.
- k) No glitter or fairy dust can be used.
- l) I agree that all tables and chairs will be put back in storage area neat and clean, as they were found.
- m) I agree to clean any trash and cigarette butts on the outside.
- n) All banners, signs or balloons outside should be removed when the party has ended.
- o) I agree to be totally responsible for any parking violations, noise, or any other disturbances to the members or any vandalism resulting from any of my guests.

Failure to comply with any rule regarding Clubroom rental can result in the member not being able to rent the Clubroom for one (1) year and the possible loss of the \$100.00 deposit.

Member's Signature: _____

Section 8.5 Complaint Form

COMPLAINT FORM

Your Name _____

Your Address _____

Your Phone Number _____

Complaint Against:

Name _____

Address _____

Phone Number (if known) _____

Nature of Complaint _____

Date of Offense _____ Frequency of Offense _____

Have you attempted to solve this problem by talking with your neighbor? Yes___ No___

Is there any additional information you would like to add?

Signature _____ Date _____

Date Received _____

Management's Comments:

NOTE: AT A SPECIAL BOARD MEETING CONCERNING THE ABOVE COMPLAINT, THE NAME OF THE COMPLAINANT WILL BE DIVULGED UPON REQUEST OF THE PARTY CHARGED. YOU HAVE THE RIGHT TO ATTEND THE SPECIAL BOARD MEETING UPON NOTICE.

Section 8.6 Dog House Specification



5057 N.E. 30TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-3000 • Fax: (816) 454-3009

Dog House Specifications

All dog houses should be used for dogs only. They cannot be used for storage. The maximum dimensions are twenty-four (24) inches wide, thirty-six (36) inches deep and thirty (30) inches high. The maximum door opening height is sixteen (16) inches.

Section 8.7 Environmental & Safety Letter

Era Environmental & Safety, Inc.

KC, MO. WBE

SBA 8A DBE

November 18, 2003

North Brighton Townhouses, Inc.
Mr. Bart Johnson
5057 NE 37th St.
Kansas City, Missouri 64117
Voice: 816-454-2500
Fax:

Re: XRF Lead Inspection

Dear Mr. Johnson

On October 22, 2003 Era Environmental & Safety, Inc. (Era) conducted a lead based paint inspection at the above referenced property. Surface coatings were tested utilizing an x-ray fluorescence (XRF) analyzer. The inspection was performed by Jerry Senter of Era. I am currently licensed as a Lead Risk Assessor by the Missouri Dept. of Health.

The paint inspection was accomplished through the use of a portable RMD LPA-1 Spectrum Analyzer. This device utilizes XRF technology and is fully accepted and recommended by the Dept. of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) for lead testing operations. Through XRF technology, HUD and the EPA consider a surface coating to be lead containing (or positive) if the concentration of lead is equal to or greater than 1.0 mg/cm².

A total of 1141 assays (tests) were taken during the inspection. Of the 1141 assays 0 were equal to or greater than 1.0 mg/cm². At the time of the inspection, most of the paint+ was noted to be in good condition. Please note that caution should be taken so as to avoid sanding, grinding, drilling, or cutting the LPB surfaces, these actions can create lead dust hazards. The following attached report contains a summary of lead containing surfaces and report for all assays.

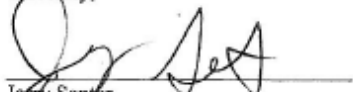
The property was constructed in the early 1970's, all windows are have been replaced, several of the units have been remodeled, interior doors, trim in the remodeled units are pre-finished from the factory.

Era has performed the tasks set forth above in a professional manner consistent with industry standards by a certified professional. Era cannot guarantee and does not warrant that this limited inspection has revealed all adverse environmental conditions affecting the subject property nor can Era warrant that the inspection requested will satisfy the dictates of or provide a legal defense in connection with, environmental laws or regulations.

The results reported and any options reached by Era are for the benefit of the client. The results and options set forth by Era in its report will be valid as of the date of the report.

If you have any questions please feel free to give me a call at 816-833-8555

Sincerely,



Jerry Senter
Vice President
Missouri Lead Risk Assessor
#020617-227622356

Date:

11/18/03

1212 W. Ruby Street * Independence, Missouri 64052 * V: (816) 833 8555 F: (816) 833 8558
800 985 7233 (SAFE) * E-mail: erasafety.com

Section 8.8 Fencing Regulation



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • Fax (816) 454-2459

FENCING REGULATIONS

All fences must comply with the following:

1. As of September 1, 1980, no privacy fences will be allowed to be installed on North Brighton property.
2. Existing chain link fences may extend 26 feet. Any chain link fence that extends beyond 26 feet will have to be corrected to meet the fencing regulations. Fences may not exceed the length of established fenced in the building.
3. Before installing a fence, you must contact the office for a fence permit. After a contractor has been obtained the measurements marked off where the fence will be installed, call the office to ask for an inspection to make sure the fence will meet specifications. Before digging, you should contact Dig Rite for determination of underground wiring or utilities. After inspection, you may have the fence installed per these regulations.
4. Yard enclosure specifications:
 - a. Perimeter
 - i. Back yard maximum length 26 feet out from the building, not to exceed the length of established fences in building. Width equal to width of individual unit.
 - ii. Side (end) yard maximum length 26 feet out from building, not to exceed length of existing fences in building, with equal to width of individual unit, plus three feet.
 - iii. Firewall to be center for end post.
5. Chain Link Specifications:
 - a. Gauge: 11 or 12 galvanized
 - b. Height: 42 inches
 - c. 2 inch mesh; top rail 1 3/8 inch O.D.; line post 1 5/8 inch O.D.; end posts 2 inch O.D. Post hole not less than 18 inches minimum depth. Gate is to be 3 1/2 feet wide, same fabric as fence; located at right rear from back door.
6. Permit prerequisites:
 - a. Specification drawings showing top view of layout detailing items to be used.
 - b. Dimensions to be filled in when submitted.
 - c. Submit request for permit to office prior to Board meeting on second Tuesday of the month.

Section 8.9 Friendly Reminder

FRIENDLY REMINDER

Dear Members:

Some of the buildings in North Brighton have experienced sewer back ups. If you were not one of the unfortunate members to have had this experience, you cannot know how frustrating this situation is. Carpeting and furniture may be saturated with sewage and ruined, to say nothing of the odor that remains.

The only thing that can go down the drain is tissue and waste; anything else can cause a sewer back up.

Please advise family members and guests not to put anything down the stools and drains, except tissue and waste.

Please do not flush the following products down the stools:

- ✓ Sanitary supplies
- ✓ Feminine hygiene products
- ✓ Paper towels
- ✓ Baby wipes
- ✓ Disposable diapers
- ✓ Grease should NOT be put down the stools or drains.
- ✓ "Flushable" cat litter
- ✓ Cleaning products like Scrubbing Bubbles "Flushable" bathroom wipes & toilet brush.

Disregard what packaging may say about products being disposable or flushable.

Nothing of this type is to be put down the drains.



Your cooperation in this matter is appreciated.

On behalf of
North Brighton Townhouses, Inc.

THANK YOU

Good Neighbor Nomination

Kindness counts.

One Good Neighbor is recognized every month and receives a \$25.00 gift card.

Nominees must be members in good standing. A member can receive the Good Neighbor of the Month award only one time in a 12-month period.

All information will be verified.

The Good Neighbor recognition program will continue throughout the year. When you're touched by another's kindness, please nominate that person.

Good Neighbor Nomination

Your Name: _____

Your Address:

Your Phone Number:

I nominate _____

(Please give full name of neighbor you are nominating.)

Neighbor's Address: _____

Neighbor's phone number:

Please understand that phone numbers are necessary so we can talk with both the nominator and the nominee to verify all information. Phone numbers will not be published in the newsletter.

Explain why you are nominating this person. What has she or he done to be a good neighbor? _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Section 8.11 Grounds Violation Notice



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • FAX (816) 454-2459

Grounds Violation Notice

Address: _____ 36th 37th 38th Inspection Date: _____

_____ Mow and trim within 7 days of inspection date or North Brighton will mow your yard and charge your account \$ ____.

If you need someone to mow for you, please call the On-site Office for names and phone numbers.

_____ Remove all pet waste from front and back yard in accordance with Section 6.4A of The Rules We Live By. Re-inspection will be in 48 hours from the date of this letter.

_____ Remove weeds and/or grass from front and/or back beds/boxes and/or landscape timber beds. Re-inspection will be in 14 days from the date of this letter.

_____ Remove items from front and/or backyard (ice chests, tires, appliances, car parts, boxes, lumber, bags of trash, sandbags and other junk.)
Re-inspection will be in 14 days from the date of this letter.

_____ Fill and re-seed bare spots in your back yard (free seed is available at the office).
Re-inspection will be in 14 days from the date of this letter.

_____ Remove items at least 20" away from air conditioner as not to block the flow of air.
Re-inspection will be in 14 days from the date of this letter.

_____ Remove weeds, weed vines, dead flowers and/or dead shrubs from fence.
Re-inspection will be in 14 days from the date of this letter.

_____ Repair fence-Gate _____ Chain Link Top Rails _____ Secure Rails _____
Repaint _____ (Note – You have 30 days to make all repairs)

_____ Other _____

_____ Other _____

Please read: Three separate violations of grounds rules within a 12-month period will result in a grievance hearing.

Maintenance

Section 8.12 Important Numbers

North Brighton Townhouses, Inc. 5057 NE 37th Street, Kansas City, MO 64117

PHONE NUMBERS

North Brighton Townhouses, Inc. Office	816-454-2500
Maintenance Emergency	913-894-3456
Security	816-868-4115
Non-Emergency Police	816-413-3400
NKC Hospital	816-691-2000

MGE – Gas Company	816-756-5252
KCPL – Electric Company	816-471-5275
Time Warner Cable	816-985-6109

(TV, Phone & Internet Services/ Kevin Hamaker, Personal Representative for NBT Members. Calls answered until 9 p.m. or email: Kevin.hamaker@twcable.com)

SCHOOLS FOR UNITS EAST OF N. BRIGHTON AVE.

(THE SIDE WITH THE OFFICE/CLUBHOUSE)

Topping Elementary	816-413-6660
Maple Park Middle School	816-413-5700
Winnetonka High School	816-413-5500

SCHOOLS FOR UNITS WEST OF N. BRIGHTON AVE.

Chouteau Elementary	816-413-4650
Eastgate Middle School	816-413-5800
NKC High School	816-413-5900

Section 8.13 Improvement Sales Agreement

IMPROVEMENT SALES AGREEMENT

This agreement is made this _____ day of _____, 2013, by and between _____
Seller(s) and _____, Buyer(s).

The Seller(s) agree to sell and the Buyer(s) agree to buy the following home improvements:

_____	<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
_____	<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
_____	<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
_____	<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable
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_____	<input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable

For the amount of _____, in Clay County, State of Missouri, To-Wit: That
property commonly known and numbered as _____ in the North Brighton
Townhouses, Inc.

_____	_____
_____	_____
Seller(s)	Buyer(s)

Site Manager	

Section 8.14 Installation/Alteration Permit

North Brighton Townhouses, Inc. Installation / Alteration Permit

Please Note: Alteration permits expire after ninety days. If work has not been completed, a new alteration permit must be submitted.

Application:

I hereby apply for permission to make the following change and/or addition in or around my townhouse:

Work to be performed by: _____

Actual cost and true value of the work: _____

I understand that North Brighton is not responsible for care, upkeep or replacement of my improvement.

Signature

Name	Unit Address	Date
_____	_____	_____

Permit

This permit requested above is hereby (granted) (denied), subject to inspection and installation.

This permit is subject to all requirements of the By-Laws, Occupancy Agreement and other applicable regulations.

_____ Date	_____ Cooperative Representative
---------------	-------------------------------------

***Please call the office when work has been completed for Maintenance to check.

Inspected and approved by _____ on (date) _____.

Section 8.15 Intent to Vacate & Authorization to Sell Membership



Print Form

Notice of Intent to Vacate & Authorization to Sell Membership

Property _____

Please be advised that on the _____

day of _____

I _____ (hereinafter referred to as the seller) will vacate the dwelling unit located

at and known as _____

Address

City

State

Zip Code

County

1. The seller does hereby authorize and appoint _____ (hereinafter referred to as the cooperative) to sell the membership owned by the seller. For this service the seller agrees that a service charge will be retained by the cooperative in the amount of _____ and the cooperative is hereby authorized to deduct this service charge from the proceeds of the sale of the membership.

2. The balance of the proceeds from the sale of the membership will be first applied toward amounts due the cooperative under the terms of the Occupancy Agreement between the seller and the cooperative for such things as monthly carrying charges, surcharges, excess over basic, late charges, attorney fees, court costs, service charges, and the cost or estimated cost of all deferred maintenance, painting, redecorating, reconditioning, floor finishing, and such repairs, cleaning, and replacements as may be deemed necessary by the cooperative to place dwelling unit in a suitable condition for a new occupant.

3. The seller will be provided with a preliminary inspection sheet as a guide for clean-up and repair of items in the dwelling unit to be examined prior to vacating the unit. If the member does not wish to clean, repair, or replace such items the costs of the same will be charged to the seller and deducted from the membership transfer value.

4. When the seller has completely moved out of the dwelling unit and surrendered possession to the cooperative, a final inspection will be made by the cooperative. **It is the responsibility of the seller to arrange for the final inspection by contacting the on-site manager during regular business hours to establish a time for the move-out inspection.**

5. It is the responsibility of the seller to contact utility companies and provide them with a forwarding address. Utilities must remain in the seller's name until a new member moves in and assumes responsibility for paying the utilities, unless otherwise noted on Vacating Member's Responsibility.

6. The remaining balance, if any, of the membership transfer value after the aforesaid deductions have been made by the cooperative will be paid to the seller after the purchaser has been fully approved by the cooperative and has executed an Occupancy Agreement.

7. The seller agrees to, and understands, that the obligations for payment to the cooperative of monthly carrying charges, late charges, and/or other charges pursuant to the Occupancy Agreement continue until such time as a new purchaser occupies the dwelling unit, executes an Occupancy Agreement, and assumes responsibility for said monthly carrying charges.

8. The seller acknowledges and understands that if on the date indicated above the seller does not vacate the dwelling unit, the cooperative may assess carrying charges, expenses and/or damages that may be incurred due to the seller's failure to vacate the premises and that the cooperative may institute legal action for possession of the unit without further notice to the seller.

LMSI_Revised 2/2012

9. Keys, Handbooks, and other cooperative documents listed below must be returned to the on-site manager's office. If these items are not returned, the seller will be charged for them.

The seller herewith transmits and the cooperative does herewith acknowledge receipt of the following:

- ☐ Membership Certificate (endorsed on reverse side as on front)
- ☐ Cooperative Plan Book
- ☐ Member's Handbook
- ☐ Rules and Regulations

(Mark a line through any of the above items which were not received)

The following documents were not received because: _____

10. The seller understands that it is his/her responsibility to remain in contact with the on-site manager's office and to provide his/her current address and telephone number.

11. Seller agrees that: (check appropriate box)

- ☐ Seller will surrender the dwelling unit on the above date to the cooperative for rehabilitaton, cleaning and repair.
- ☐ The seller will undertake responsibility to rehabilitating, cleaning, and repairing the dwelling unit so as to place the unit in a condition acceptable by the cooperative for a new occupant.

12. Notwithstanding the foregoing paragraph, the cooperative reserves the right to undertake the rehabilitating, cleaning, and repairing of the unit at the seller's expense, if (a) the seller does not begin rehabilitation within fourteen (14) day after the above date or (b) such rehabilitation is not completed within thirty (30) days of the above date, or (c) the seller fails to notify the cooperative in writing as to whom the member wishes to repair unit.

13. The seller understands that the membership transfer value is to be paid by a new occupant and not by the cooperative. The seller understands that neither this document nor any other agreement between the seller and the cooperative obligates the cooperative to pay the seller any sum of money whatsoever.

14. Seller understands that if they become more than 90 days delinquent in carrying charges from the intended move out date, the cooperative will refer the matter to the cooperative attorney which could result in suit being filed for delinquent carrying charges, possession of the unit, court cost and attorney fees.

The member hereby acknowledges that he/she has read the foregoing document and understands all the provisions contained herein.

This is a legally binding document. If you do not understand any provision herein you should obtain the advice of legal counsel.

Member's Signature

Current Date _____

Co-Member's Signature

Current Date _____

Forwarding Address

Address _____ City _____ State _____ Zip Code _____

Telephone Number _____

Witness _____

Current Date _____

Witness Signature

LMSI_Revised 02/2012

Kansas City Pet Licensing

It's the Law. It's Simple.
It's because you love your pet!



All dogs and cats over four months of age in the city limits of Kansas City, Missouri must be licensed annually or triennially. All dogs and cats must display a current license tag at all times. Many Kansas City veterinarian's participate in the licensing program and can supply the KC License for your pet or you can apply by mail or online.



Please submit a copy of your current rabies vaccination certificate, signed by a licensed veterinarian. An invoice or statement of services is not sufficient as proof of rabies vaccination. Check your certificate for correct address and pet information.



Please mail all required documentation, along with your check or money order payable to "Kansas City Animal Licensing" to the address below.



Please do not send cash.

Kansas City Animal Licensing
PO Box 219393
Kansas City, MO 64121-9393



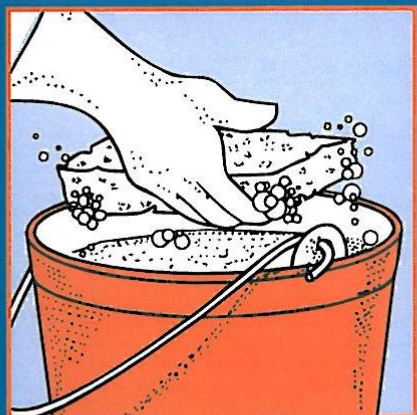
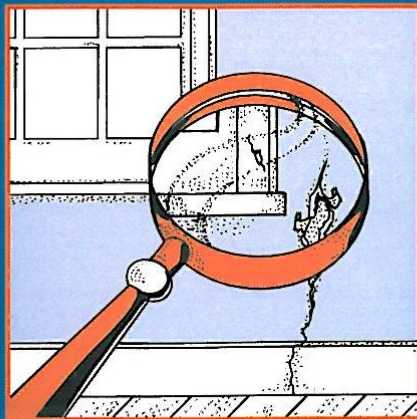
If applying for a new service dog license, please include proof of service dog status, such as papers from a training agency.



Your paperwork will not be returned to you, so please retain a copy of your vaccination certificate for your records.

To complete this form online go to www.petdata.com.

Section 8.17 Lead-Based Paint Information



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



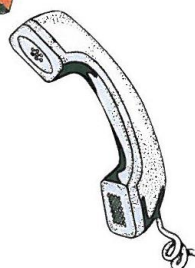
LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.



IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

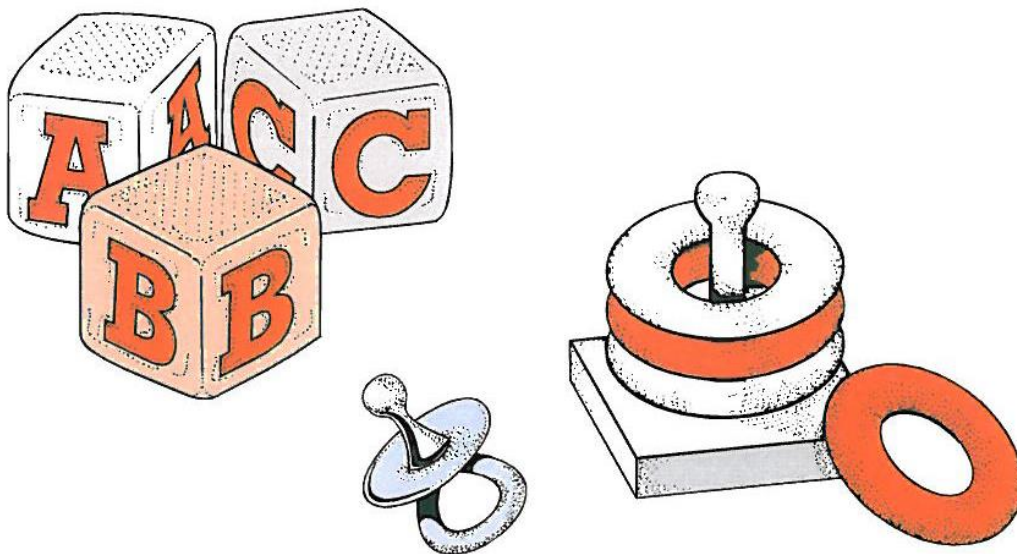
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



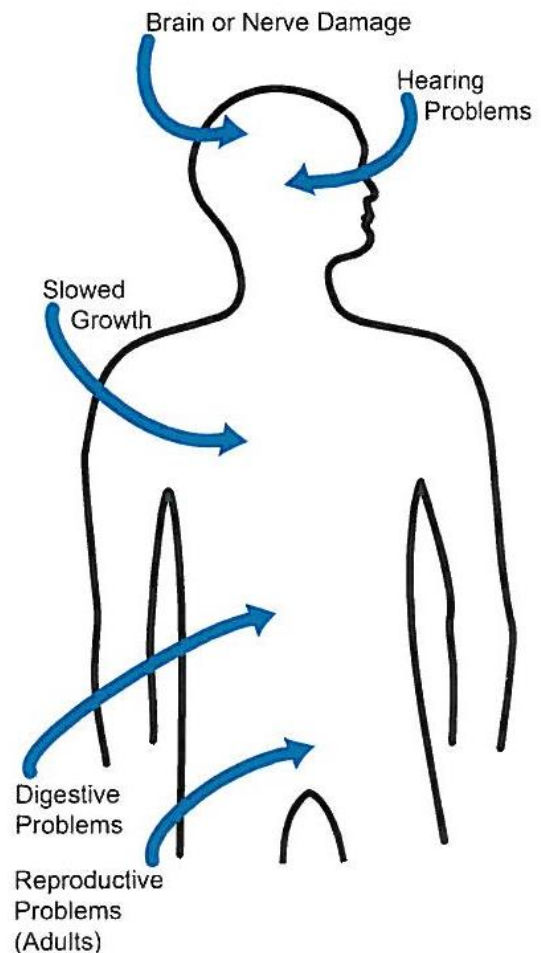
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



***Lead affects
the body in
many ways.***

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

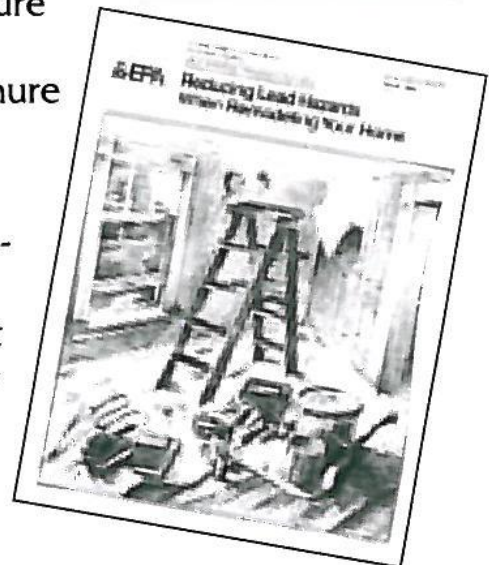
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

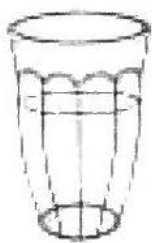
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



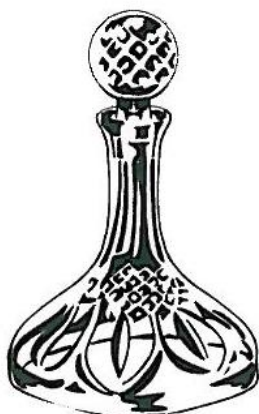
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

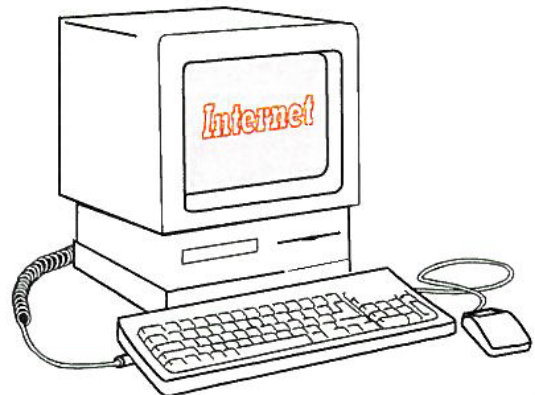


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.

Section 8.18 Move-Out Procedures

Move-Out Procedures

A membership can't be sold unless Intent to Vacate has been signed by head and co-head and filed in the office.

- List of approved Improvements
- Sign Notice of Intent to Vacate form
- Sign Vacating Member's Responsibility form
- Return Occupancy Agreement and Membership Certificate & Rules We Live By book
- 1099 Form-Certify living at the property for 2 years or more
- Sign Rehab Requirements for Final Inspection form
- Set a date for a preliminary inspection

It is the seller's responsibility to arrange final move-out inspection and turn in all keys. The date should coincide with date on Intent to Vacate form. The final move-out inspection will need to be signed by head of household.

Section 8.19 Pet Permit and Information



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • Fax (816) 454-2459

PET PERMIT AND INFORMATION

TO EACH MEMBER:

In accordance with our Rules and Regulations, each member will file with the Manager's Office a statement, stating whether or not they have a pet. This must be done before move in and annually at the time of your recertification. If you do not have a pet, please sign this form and mark that you do not own a pet.

PET OWNERS NEED TO FILL THIS FORM OUT IN FULL.

Member's Name: _____ Address: _____

Date: _____ **I DO NOT OWN A PET**

_____ **I DO OWN A PET (PLEASE FILL IN THE FOLLOWING APPLICATION FOR A PET PERMIT)**

APPLICATION/INFORMATION FOR A PET PERMIT

Date: _____ I Hereby apply for permission to keep the following pet(s):

_____ Dog _____ Cat _____ Others, _____

DESCRIPTION: (IF MIXED BREED--WHAT BREEDS?)

1. _____
BREED NAME COLOR AGE LBS HEIGHT

RABIES TAG # _____, KC LIC # _____, STERILIZED _____
(MUST PROVIDE A COPY OF ALL CERTIFICATES.)

2. _____
BREED NAME COLOR AGE LBS HEIGHT

RABIES TAG # _____, KC LIC # _____, STERILIZED _____
(MUST PROVIDE A COPY OF ALL CERTIFICATES.)

Member's Signature _____ Member's Address _____ Member's Phone _____

SPECIAL NOTICE: Failure to provide all the information requested will result in your "Permit" being turned over to the Board of Directors of North Brighton Townhouses, Inc., for possible denial and/or removal of pet from North Brighton property.

The permit requested above is hereby granted subject to conformance with all rules and regulations of the Cooperative. It is expressly provided that this permit may be revoked for violation of any rule governing pets.

By: _____ Date: _____
Office Staff/Board

Section 8.20 Tub & Walls Information

TUB & WALLS INFORMATION

NOTE: Please follow these guidelines to assure a long lasting finish and no damage to tub & walls. Failure to follow the guidelines could result in damage to your tub & walls, and you being charged for replacement of damaged tub, walls or faucet.

DO NOT'S

1. NO abrasive cleaners or cleaning pads can be used on the walls. No cleaner that is "NOT SAFE for ACRYLIC". Please read your cleaner container before use. Any product that is "left on" the acrylic, Aerosol propellants (Dow Scrubbing Bubbles), Ammonia-D (some Windex products), Acetone (nail polish remover), hair dyes or any type of drain cleaner cannot be used on the tub or walls.
2. NO shower doors or stick on decals can be installed on tub or walls. Tub mats are allowed only if member removes them or rolls them up daily, to allow it to dry out underneath. Failure to do so will etch the bottom of the tub causing damage and possible replacement cost.
3. NO holes can be put in the walls or tubs. If installing a grab bar, member must submit an alteration permit with detailed diagram of placement of grab bar, then must be approved by the Board of Directors before installing.
4. NO metal objects. Tub chips and rust stains are caused by metal objects. Don't let your children play with or store metal toys in the tub. Don't store metal containers in the tub or the corner of tubs. Make sure your tub stopper is secure; do not remove it from the tub.

DO'S

DO use an all plastic squeegee on the walls.

DO use Glass Plus, 409, Fantastik, Scrub Free Soft Scrub, Vinegar & Water, or a solution of 10% bleach with 90% water.

3. DO remove or roll up tub mats daily.
4. DO unfold shower curtains to allow moisture to evaporate between folds.
5. Do use your exhaust fan during showering.

Section 8.21 Satellite Dish

SATELLITE DISH VERIFICATION & RULES

1. An alteration permit must be submitted to the Board of Directors with name of the company that is doing the installation.
2. No cable will be run through siding, shingles, windows and /or doors.
3. Drilling through the foundation will be allowed in the front of the unit beside the Time Warner hole that goes under the stoops. No drilling through the shingles or soffits will be allowed.
4. Wiring must be secured in a manner as not to cause a danger or nuisance to North Brighton Townhouses, Inc. members, guests, employees, contractors or public utilities in the performance of their duties.
5. North Brighton Townhouses, Inc. utilities are underground: therefore member must call Dig Rite (1-800-344-7483) before digging.
6. Cable running to the dish must be buried in the ground, and drilled above back storm door to gain entrance into unit from the back yard.
7. No satellite dish shall exceed 1 meter (30.37 inches) in size, and no dish will be attached to the building, roof, front handrail or fence in any manner. Satellite dish can be attached to the back handrail.
8. Satellite dish must be installed on a 2 to 2-½ inch diameter metal galvanized pipe, set in concrete at least 2 feet deep.
9. Maximum pipe height shall not exceed 30 inches from ground in the front, or more then 8 feet from ground in the back yard.
10. All wiring must be concealed as best as possible. NOTE: follow the path of existing cable.
11. Satellite dishes are not allowed in the "common area". "Common area" is all areas outside the buildings, except a member's patio and area within a fenced yard. Satellite dishes are allowed in the "exclusive use area", which is the area within the exclusive use of members and includes balconies, terraces, decks, patios or within a fenced yard. A flower bed with a border that is within 3 feet of the foundation in the front yard is within the "exclusive use area".
12. Satellite dish is allowed to be attached on the BACK stairwell railing or installed on pole. Any damage to railing will be charged to member, (use clamps instead of bolts to cause no damage to railing).
13. No dish will be allowed to be installed on the front railings.
14. When a dish is no longer in use it must be immediately removed. The member shall be responsible for all costs of installation, repairs, failure, or removal when leaving North Brighton Townhouses, Inc.

Work to be performed by: _____

North Brighton regrets these rules may not be altered and some members may not be able to receive a satellite signal due to their unit's location. North Brighton Townhouses, Inc. suggests having a satellite dish representative come to their unit and determine if they will be able to have service in compliance with these rules. This installation requested above is subject to inspection and installation. The installation is subject to all requirements of the By-Laws, Occupancy Agreement and other applicable regulations.

I have read and understand North Brighton Townhouses, Inc.'s rules governing the installation of satellite dishes and agree to them.

Date

Member Signature

(After Installation) Maintenance Supervisor will sign after inspection of satellite installation.

Date

Maintenance Supervisor

Revised August, 2012

Section 8.22 Staff Kudos

Staff Kudos Award

Has a member of the North Brighton Staff done something that they might deserve recognition? Please explain why you are recognizing this member of the staff

Your Name: _____

Your Address: _____

Your Phone Number: _____

Staff Member: _____

Department: _____

Please describe below what this staff member did to be recognized.

Section 8.23 Storage Shed



5057 N.E. 37TH STREET • KANSAS CITY, MISSOURI 64117 • (816) 454-2500 • Fax (816) 454-2459

Storage Shed Specifications

An Installation/Alteration permit must be filed and approved.

The storage shed can be placed only in fenced backyards and placed only against the foundation or firewall. Sheds will not be allowed against a fence.

Chest style sheds measuring no more than 60 inches wide, 32 ½ inches deep and 72 inches high.

Vertical sheds measuring no more than 32 inches wide, 26 ½ inches deep and 72 inches high.

Section 8.24 Vacating Member's Responsibility



Print Form

Vacating Member's Responsibility

Property _____

When the Notice of Intent to Vacate form is signed, Occupancy Agreement and Membership Certificate are returned, we will proceed to effect a sale of your membership. Also, your monthly carrying charges must be paid **UNTIL YOUR MEMBERSHIP IS RESOLD AND A NEW MEMBER OCCUPIES YOUR TOWNHOUSE**. If not paid by the tenth (10th) of each month, late charges will be assessed. If not paid within ten (10) days following notice of default, your account may be sent to the cooperative attorney for legal action.

_____(Member initial)

You have been given a REHAB REQUIREMENTS FOR FINAL INSPECTION form. Which we will go through and you will sign. This is a guide to successful move-out inspection. It details things required for this inspection. If you elect not to repair or replace items damaged, or do the clean up required, the cost incurred to make these repairs and clean up will be charged to you. Maintenance will be allowed an average of 30 to 90 business days to complete the rehab on your unit. Should additional time be required, you will be notified by phone or mail of the extension of time necessary to complete the repairs.

_____(Member initial)

When you have completely moved out and have done everything you wish to do, a FINAL MOVE OUT INSPECTION will be made. ALL keys must be turned in at this time. If they are not, a lock change will be instrumented and you will be charged for the new locks. The **FINAL MOVE OUT INSPECTION IS YOUR RESPONSIBILITY**. You will need to call the Manager to schedule this inspection. It is necessary for it to occur between the hours of 8:00am and 3:30pm for the lighting to be good. The member must be present for this inspection. Following the inspection, the rehab period begins.

Vacating Member's Responsibility Regarding Utility Service

I _____ intend to vacate my unit located at _____ on the _____ day of _____.

I realize that I will be responsible for ALL charges, including utilities, until the new buyer has taken possession of my unit. I will select one of the following choices concerning the utilities.

- ☐ Have the service taken out of my name and put into _____ name on the day I turn in my keys. I realize that this may delay my refund up to thirty (30) days while we wait for bills to come in.
- ☐ Have the service taken out of my name on the day I turn in the keys and I agree to pay _____ per day per utility, from the day I vacate until the day the new buyer takes possession. This amount is to be deducted from my equity refund.
- ☐ I wish to keep the utilities in my name until the day the buyer takes possession of my unit. I will contact the office to see when the unit is ready and then notify the utility companies to send the final bill to my new address.

Member's Name _____

Current Date _____

Member's Name _____

Member's Signature _____

Current Date _____

Manager's Name _____

Member's Signature _____

Current Date _____

Manager's Signature _____

Tell us about any special news that you have going on in your life right now, such as your birthday, special promotion or award.

Please remember that the information shared must be about the member completing the form.

Your Address: _____

Your Good News

My Good News