

**1586 KENNABROOKE COURT | ST. LOUIS | 63146**  
**3 BEDROOMS & 2 BATHROOMS**



 **GLADYS MANION**  
REAL ESTATE | **90 Years**  
1936 - 2026

[www.GladysManion.com](http://www.GladysManion.com) | 314.721.4755



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**Gladys Manion's #1 Team in 2025**





This document has legal consequences.  
 If you do not understand it, consult your attorney.  
 The text of this form may not be altered in any manner  
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Form # 2091 01/26

**SELLER'S DISCLOSURE STATEMENT**

Property Address : 1586 KENNABROOKE CT

**Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.**

**TO SELLER:** Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

**TO BUYER: THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.** If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

<b>STATUTORY DISCLOSURES</b>				
<b>Note: The following information, if applicable to the property, is required by federal or state law to be disclosed to prospective buyers. Local laws and ordinances may require additional disclosures.</b>				
<b>LEAD-BASED PAINT</b>				
1	Does the Property include a residential dwelling built prior to 1978? If "Yes," 42 U.S.C. 4852d and EPA regulations promulgated pursuant thereto require that a completed Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards form (Form #2049) must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Please explain any "Yes" answers you gave in this section:			
<b>METHAMPHETAMINE</b>				
3	Are you aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto? If "Yes," §442.606 RSMo requires you to disclose such facts in writing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Please explain any "Yes" answers you gave in this section:			
<b>WASTE DISPOSAL SITE OR DEMOLITION LANDFILL (permitted or unpermitted)</b>				
5	Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? If "Yes," Section 260.213 RSMo requires Seller to disclose the location of any such site on the Property. <b>Note: If Seller checks "Yes," Buyer may be assuming liability to the State for any remedial action at the property.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6 Please explain any "Yes" answers you gave in this section:  
*NA*

RADIOACTIVE OR HAZARDOUS MATERIALS		YES	NO	UNK
7	Have you ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material? If "Yes," §442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Please explain any "Yes" answers you gave in this section:			
<b>ADDITIONAL DISCLOSURES</b>				
Lead-Based Paint		YES	NO	UNK
9	Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Are you aware if it has ever been covered or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Are you aware if the property has been tested for lead?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Please explain any "Yes" answers you gave in this section including test date, type of test and results: <i>NA</i>			
Radon		YES	NO	UNK
13	Are you aware if the property has been tested for radon gas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Are you aware if the property has ever been mitigated for radon gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Please explain any "Yes" answers you gave in this section: <i>Don't have radon work</i> <i>Radon Pump installed just for peace of mind</i> <i>TEST did NOT INDICATE PUMP WAS NEEDED.</i>			
Mold		YES	NO	UNK
16	Are you aware of the presence of any mold on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Are you aware of anything with mold on the property that has ever been covered or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18	Are you aware if the property has ever been tested for the presence of mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	Please explain any "Yes" answers you gave in this section:			
Asbestos Materials		YES	NO	UNK
20	Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	Are you aware of any asbestos material that has been encapsulated or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22	Are you aware if the property has been tested for the presence of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23	Please explain any "Yes" answers you gave in this section:			
Other Environmental Concerns		YES	NO	UNK
24	Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25	Please explain any "Yes" answers you gave in this section:			
SUBDIVISION, CONDOMINIUM, VILLA, CO-OP, OR OTHER SHARED COST DEVELOPMENT (if applicable)				
26	Development Name	<i>VILLAGES AT W. HOW BROCKE</i>		
27	Contact Name	<i>Anc MANAGEMENT LLC</i>	Phone # <i>314</i>	<i>291-1450</i>
28	Type of Property (check all that apply)	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Condominium
29	Mandatory Assessment #1	\$ <i>650</i> per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
30	Mandatory Assessment #2	\$ _____ per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
31	Mandatory Assessment(s) include:	<input checked="" type="checkbox"/> entrance sign/structure <input type="checkbox"/> street maintenance <input checked="" type="checkbox"/> common ground <input type="checkbox"/> snow removal specific to dwelling <input type="checkbox"/> snow removal common area <input checked="" type="checkbox"/> landscaping of common area <input type="checkbox"/> landscaping specific to dwelling <input type="checkbox"/> reception facility <input type="checkbox"/> clubhouse <input type="checkbox"/> pool <input type="checkbox"/> tennis court <input type="checkbox"/> exercise area <input type="checkbox"/> water <input type="checkbox"/> sewer <input type="checkbox"/> trash removal <input type="checkbox"/> doorman <input type="checkbox"/> cooling <input type="checkbox"/> heating <input type="checkbox"/> security <input type="checkbox"/> elevator <input checked="" type="checkbox"/> some insurance <input type="checkbox"/> real estate taxes <input type="checkbox"/> other common facility _____ <input type="checkbox"/> assigned parking space(s): how many _____ identified as _____ <input type="checkbox"/> other specific item(s): _____ <input type="checkbox"/> Dwelling exterior maintenance covered by Assessment: _____		

	YES	NO	UNK
32 Are you aware of any existing or proposed special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33 Are you aware of any special taxes and/or district improvement assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34 Are you aware of any condition or claim which may cause an increase in assessment or fees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
35 Are you aware of any material defects in any common or other shared elements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36 Are you aware of any existing indentures/restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
37 Are you aware of any violation of the indentures/restrictions by yourself or by others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38 Is there a recorded shared driveway/street/road maintenance agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39 Is there a driveway/street/road that is not maintained by city or county? If so, please explain in description.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40 Please explain any "Yes" answers you gave in this section:			

**UTILITIES**

Services	Current Provider	Phone #	<input type="checkbox"/> Owned <input type="checkbox"/> Leased	Avg Monthly Cost
41 Propane				
42 Gas	SPIRE	800 887 4728	WINTER	233
43 Electric	AMEREN	800 552 7553		63
44 Water	MSD American	866 430 0820	Various sprinkler	48
45 Sewer	MSD	866 281 5737		
46 Trash	Wm WCI	636 321 2100		48
47 Recycle	Wm WCI			
48 Internet	SPECTRUM	855 839 4368		94
49 Phone	Cell Phone			

**HEATING, VENTILATION AND COOLING ("HVAC") SYSTEMS**

Type of Heating Equipment:							
50 Zone 1: Age 10 Brand	<input checked="" type="checkbox"/> Forced Air	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Radiant	<input type="checkbox"/> Baseboard	<input type="checkbox"/> Geo-Thermal	<input type="checkbox"/> Other	
51 Zone 2: Age Brand	<input type="checkbox"/> Forced Air	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Radiant	<input type="checkbox"/> Baseboard	<input type="checkbox"/> Geo-Thermal	<input type="checkbox"/> Other	
Fuel Source of Heating Equipment:							
52 Zone 1:	<input checked="" type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Fuel Oil	<input type="checkbox"/> Solar	<input type="checkbox"/> Other	
53 Zone 2:	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Fuel Oil	<input type="checkbox"/> Solar	<input type="checkbox"/> Other	
Type of Air Conditioner:							
54 Zone 1: Age 10 Brand	<input checked="" type="checkbox"/> Central Electric	<input type="checkbox"/> Central Gas	<input type="checkbox"/> Window/Wall (# of Units: )	<input type="checkbox"/> Other			
55 Zone 2: Age Brand	<input type="checkbox"/> Central Electric	<input type="checkbox"/> Central Gas	<input type="checkbox"/> Window/Wall (# of Units: )	<input type="checkbox"/> Other			

	YES	NO	UNK
56 Are you aware of any problems or issues with any part of the HVAC system? <i>Maint Agreement</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57 Do you have any existing maintenance agreements in place? <i>Classic Aire</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58 Are any areas of the home not covered by central heating /cooling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

59 With respect to the last service/repair made to the HVAC system, please describe in detail the scope of work, date, name of person/company who did the work and cost: *Semi Annual CONTRACT 35.00 Per month*

60 Please explain any "Yes" or "Other" answers you gave in this section:  
*Whole house humidifier, FOR LARGE CAPACITY FILTER SYSTEM.*

**FIREPLACE(S)**

	YES	NO	UNK
61 Location 1: Room: <i>Living Room</i> Functional and properly vented? Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
62 Location 2: Room: _____ Functional and properly vented? Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63 Location 3: Room: _____ Functional and properly vented? Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64 Are you aware of any problems or repairs needed with any item in this section?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

65 Please explain any "Yes" or "No" answers you gave in this section:

**PLUMBING SYSTEM, FIXTURES AND EQUIPMENT**

66 Plumbing System: <input type="checkbox"/> Copper <input checked="" type="checkbox"/> PVC <input type="checkbox"/> PEX <input type="checkbox"/> Galvanized <input type="checkbox"/> Other:	
67 Water Heater 1: Age: <i>10</i> Location: <i>BASIN</i> Tank Size: <i>50</i> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane <input type="checkbox"/> Tankless <input type="checkbox"/> Other	
68 Water Heater 2: Age: _____ Location: _____ Tank Size: _____ <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane <input type="checkbox"/> Tankless <input type="checkbox"/> Other	

	YES	NO	UNK
69 Does the property have an ice-maker supply line?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70 Is property equipped with a Lawn Irrigation System? If yes, please provide date of last backflow device inspection certificate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71 Are you aware of any problems or repairs needed in the plumbing system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
72 Does property have a Swimming Pool/Spa/Hot Tub? (If "Yes," attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
73 Please explain any "Yes" or "Other" answers you gave in this section:			
<b>WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)</b>			
74 What is the source of your drinking water? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Other			
75 If well, when was the water last tested? Is test documented? <input type="checkbox"/> Yes or <input type="checkbox"/> No. If yes, please provide documentation.			
76 Do you have a water softener? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No. If yes, is it <input type="checkbox"/> Owned or <input type="checkbox"/> Leased. If leased, provide lessor and cost below.			
	YES	NO	UNK
77 Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
78 Please explain any "Yes" answers you gave in this section and water softener lease information if applicable :			
<b>SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)</b>			
79 What is the type of sewerage system to which the house is connected? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Septic <input type="checkbox"/> Aerator <input type="checkbox"/> Other If Other, please explain:			
80 If septic/aerator, when was system last serviced?			
	YES	NO	UNK
81 Is there a sewerage lift system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
82 Is there a sewerage grinder system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
83 Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
84 Please explain any "Yes" answers you gave in this section:			
<b>ELECTRICAL (Note: Certain types of electrical panels have been subject to recall)</b>			
<b>Type of Service Panel(s):</b>			
85 Panel 1: Amps <u>200</u> Brand <u>EATON</u> <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
86 Panel 2: Amps _____ Brand _____ <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
87 Panel 3: Amps _____ Brand _____ <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
<b>Type of Wiring:</b>			
88 Panel 1: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
89 Panel 2: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
90 Panel 3: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
	YES	NO	UNK
91 Are you aware of any problems or repairs needed in the electrical system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
92 Are you aware of any panels in service in the property being subject to recall or otherwise out of date?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
93 Are you aware of any active knob and tube wiring in the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
94 Please explain any "Yes" answers you gave in this section:			
<b>CONSTRUCTION</b>			
95 The property was originally constructed in: <u>2015</u> . Seller has occupied property from <u>2015</u> to <u>PRESENT</u>			
96 List all significant additions, modifications, renovations, & alterations to the property during your ownership below:			
	YES	NO	UNK
97 Were required permits obtained for the work described above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
98 Please explain any "No" answers you gave in this section:			

FOUNDATION									
99	Type of Foundation:	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Cinder Block	<input type="checkbox"/> Stone	<input type="checkbox"/> Wood	<input type="checkbox"/> Other:			
							YES	NO	UNK
100	Are you aware of any problems or issues with foundation?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
101	Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102	Are you aware of any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103	Are you aware of cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104	Are you aware of any repairs to any of the building elements listed above?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105	Were required permits obtained for any repairs described above?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106	Please explain any "Yes" answers you gave in this section, including location, extent, date and name of the person/company who did the repair or control effort:								
	<b>BASEMENT AND CRAWL SPACE (Complete only if applicable)</b>								
							YES	NO	UNK
107	Is the home equipped with a sump pit?						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
108	Is the home equipped with a sump pump?						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
109	Are you aware of any issues with sump pit(s) & pump(s)?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
110	Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space or slab?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
111	Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
112	Please explain any "Yes" answers you gave in this section:								
	<b>ROOF, GUTTERS AND DOWNSPOUTS</b>								
							YES	NO	UNK
113	What is the approximate age of the roof? <u>4 YRS</u> Is it documented? If yes, please provide documentation.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
114	Are you aware of any active leaks to the roof?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
115	Has the roof ever leaked during your ownership?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
116	Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership?						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
117	Are you aware of any problems with the roof, gutters or downspouts?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
118	Does the property have multiple layers of roofing currently installed on any portion of the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
119	Please explain any "Yes" answers you gave in this section and attach any documentation: <u>2021 HAIL DAMAGE ROOF AND GUTTERS REPLACED</u>								
	<b>PESTS/TERMITES/WOOD DESTROYING INSECTS</b>								
							YES	NO	UNK
120	Are you aware of any pests, rodents or termites/wood destroying insects impacting the property and improvements?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121	Are you aware of any uncorrected damage to the property caused by above?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122	Are you aware of any control reports for the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
123	Are you aware of any control treatments to the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
124	Is your property currently under a warranty contract by a licensed pest/termite control company? If so, when does it expire and what is the renewal costs? <u>PEST SHIELD / PAINT PEST CONTROL</u>						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125	Please explain any "Yes" answers you gave in this section: <u>11/24 314 984-9006 QUARTZ INJECTION BOST SYSTEM INSTALLED</u> <u>durking new construction</u>								
	<b>SOIL AND DRAINAGE</b>								
							YES	NO	UNK
126	Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
127	Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
128	Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property?						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District, e.g., retention ponds, rain gardens, sand filters, permeable pavement)						<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
130	Please explain any "Yes" answers you gave in this section:								

SURVEY AND ZONING				YES	NO	UNK
131	Do you have a survey of the property? If yes, please attach.			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
132	Does the survey include all existing improvements on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
133	Are you aware of any shared or common features with adjoining properties?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134	Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	Is any portion of the property located within the 100-year flood hazard area (flood plain)?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136	Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137	Please explain any "Yes" answers you gave in this section:					
INSURANCE				YES	NO	UNK
138	Are you aware of any claims that have been filed for damages to the property? (i.e., roof, flood, fire, casualty, etc.)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
139	If "Yes," please provide the following information for each claim: date of claim, description of claim, repairs and/or replacements completed. <i>2021 New Roof Hail Damage Receipt Attached.</i>					
APPLIANCES/EQUIPMENT (Seller is not agreeing that all items are being offered for sale; mark N/A if not applicable)						
140	Range/Stove	<input type="checkbox"/> N/A	Age <i>plus minus 10</i>	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Electric	
141	Oven	<input type="checkbox"/> N/A	Age <i>+- 10</i>	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Electric	
142	Cooktop	<input type="checkbox"/> N/A	Age <i>+- 10</i>	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Electric	
143	Outdoor Grill	<input checked="" type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
144	Dryer Hookup	<input type="checkbox"/> N/A		<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	
145	Built in Microwave	<input type="checkbox"/> N/A	Age <i>+- 10</i>			
146	Built in Refrigerator	<input checked="" type="checkbox"/> N/A	Age			
147	Dishwasher	<input type="checkbox"/> N/A	Age <i>+- 10</i>			
148	Garbage Disposal	<input type="checkbox"/> N/A	Age <i>+- 10</i>			
149	Trash Compactor	<input checked="" type="checkbox"/> N/A	Age			
150	Electric Pet Fence	<input checked="" type="checkbox"/> N/A	# of collars			
151	Gas Powered Exterior Lights	<input checked="" type="checkbox"/> N/A	# of lights			
152	Security System/Cameras	<input type="checkbox"/> N/A		<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased	
				YES	NO	UNK
153	Are you aware of any items in this section in need of repair or replacement?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
154	Please explain any "Yes" answers you gave in this section:					
MISCELLANEOUS				YES	NO	UNK
155	Has the property been continuously occupied during the last twelve months?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156	Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>and</i>
157	Is the property located in an area that requires any specific disclosure(s) from the city or county?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158	Is the property designated as a historical home or located in a historic district?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159	Is property tax abated or subject to a tax freeze (such as <u>Senior Property Tax Freeze</u> )? If yes, attach documentation from taxing authority.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160	Are you aware of any pets having been kept in or on the property?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161	Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
162	Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163	Are you aware if carpet has been laid over a damaged wood floor?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164	Are you aware of any existing or threatened legal action affecting the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166	Please explain any "Yes" answers you gave in this section: <i>Small Dog 10 lbs</i>					

ADDITIONAL COMMENTS

167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177

[Empty box for additional comments]

Seller attaches the following document(s): \_\_\_\_\_

**SELLER'S ACKNOWLEDGEMENT:**

Seller acknowledges having carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective Buyers.

*Susan Roth Birenbaum 3-12-26*

SELLER SIGNATURE DATE

*Leslie N. Birenbaum 3-12-26*

SELLER SIGNATURE DATE

*Susan Roth Birenbaum*

Seller Printed Name

*LESLIE N. BIRENBAUM*

Seller Printed Name

**BUYER'S ACKNOWLEDGEMENT:**

Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical defects in property.

[Empty box for buyer signature]

BUYER SIGNATURE DATE

[Empty box for buyer signature]

BUYER SIGNATURE DATE

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
Buyer Printed Name



**twins construction inc.**  
8 SHETLAND PONY CT  
ST PETERS, MO 63376 US  
(314) 495-6488  
Twinsconstruction.stl@gmail.com

# INVOICE

## BILL TO

LESLIE BIRENBAUM  
1586 KENNABROOKE CT  
ST LOUIS, MO 63146

**INVOICE # 1108**

**DATE 12/05/2021**

**DUE DATE 12/20/2021**

**TERMS Net 15**

DESCRIPTION	QTY	RATE	AMOUNT
<b>ROOF REPLACEMENT</b>	31	320.00	9,920.00
*TEAR OFF EXISTING ROOF TO DECK			
*HAUL AWAY ALL DEBRIS			
*INSPECTION ON WOOD DECK AND REPLACE ANY ROTTED OR BROCKEN PLYWOOD			
*INSTALL FELT PAPER AND ICEWATER SHIELD ON VALLEYS			
*REPLACE ALL PIPES FLASHING AND VENTS			
*RERPLACE DRIP EDGE			
*INSTALL STARTERS STRIP SHINGLES ALL PERIMETER			
*INSTALL ARCHITECTURAL SHINGLES 30 YRS LANDMARK CERTAINTEED			
*INSTALL HIP RIDGE SHINGLES			
*CLEAN UP ALL AROUND AND ROLL MAGNET AROUND HOUSE TO PICK UP NAILS			
*PRICE PER SQUARE INCLUDES ALL STEEP CHARGE			
*NUMBER OF SQUARES INCLUDED WASTE FACTOR MATERIALS			
<b>GUTTERS</b>	115	7.50	862.50
*R&R ALL ALUMINUM 5" GUTTERS AND DOWNSPOUTS			
<b>RIDGEVENT</b>	40	7.60	304.00
*REMOVE AND INSTALL ON EXISTING PLACE THE RIDGE VENT CUT-IN			
<b>FASCIA</b>	116	10.50	1,218.00
*R&R 8" ALUMINUM CUSTOM FASCIA RIGHT AND LEFT ELEVATION FRONT TO BACK			
<b>GARAGE DOOR BASE WRAP</b>	1	430.00	430.00
REMOVE AND REPLACE ALUMINUM GARAGE DOOR BASE WRAP			
<b>WINDOW SCREEN</b>	1	250.00	250.00
REMOVE AND REPLACE 2 WINDOW SCREENS AND			

DESCRIPTION	QTY	RATE	AMOUNT
MINIMUM LABOR CHARGE			
<b>Dumpster fee</b>	1	250.00	250.00
DUMP TRAILER AND LANDFILL CHAGE			
<b>PAYMENTS</b>	1	-13,234.50	-13,234.50
-PAID IN FULL			

---

BALANCE DUE

**\$0.00**

## Residential Occupancy Inspection Report

*Neighborhood Preservation: Protecting Property Values, Promoting Health & Safety*

---

**BIRENBAUM LESLIE & SUSAN ROTH H/W  
1586 KENNABROOKE CT  
SAINT LOUIS, MO 63146**

Incident #: 26NPS-01425  
Locator #: 16N641311  
Inspection Date: 03/25/2026  
Inspector: JOHN GRISHAM  
(314) 615-7436  
Owner: BIRENBAUM LESLIE & SUSAN  
ROTH H/W  
Inspection Address: 1586 KENNABROOKE CT, SAINT  
LOUIS, MO 63146

Inspection expires: 7/24/2026      Inspection Status: **Pass**

**Dwelling may not be occupied, including personal belongings placed inside prior to inspection approval**

---

**The following corrections should be made to meet St. Louis County Ordinances and Building Codes.**

---

**Contact Phone #:**  
**Occupancy Status:**                      Occupied  
**Dwelling Occupancy Limit:**        8  
**Permits Required:**  
**Permits Obtained:**

---

### General Inspection Information

Allowable fire blocking material is ½" drywall, ¾" plywood, 22 ga metal with approved fire caulk, no foam allowed  
Dwelling shall be cleaned to move in condition prior to final inspection  
When a permit is required the contractor must be licensed in St. Louis County

**For inquiries, please call Neighborhood Preservation at 314-615-4100. Office hours: M-F, 8:00am-4:00pm.**

You are being issued this Notice of Violation because it is our understanding that you are the President, Trustee, Organizer or Registered Agent of the recorded owner of this property. We assume you are a person responsible for this property and if the violations are not abated by the compliance date, we will forward the matter to the St. Louis County Counselor's Office for prosecution or other legal action. If you are not responsible for this property, you must notify us immediately, informing us who is responsible for this property and provide their contact information including name, mailing address and phone number.

Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal within thirty days to the Manager of Neighborhood Preservation, or the Neighborhood Services Division Manager. Every effort will be made by the Manager, or Division Manager, to give the matter a proper airing utilizing appropriate inspection staff. An appeal shall be based upon a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent form of compliance will be used.

Failure to comply with the Property Maintenance Code, Chapter 1110 of the Saint Louis County Revised Ordinance will result in this case being referred to the St. Louis County Counselor. In that event, this case will be placed on a Municipal Court Docket and you could be summoned to Court. The Court could levy a fine not to exceed one thousand dollars (\$1,000.00) for any one offense and/or imprisonment in the County Jail for not more than on (1) year. If you are summoned to court, minimum court costs will be assessed.

**BACKFLOW PREVENTION ASSEMBLY TEST DATA AND MAINTENANCE REPORT**

Customer: Leslie & Susan Birenbaum			
Mailing Address: 1586 Kennabrooke Court, St. Louis, MO 63146 USA		City and State: St. Louis, MO	Zip Code 63146
Address of Location of Back-Flow Device: 1586 Kennabrooke Court, St. Louis, MO 63146 USA			
Describe physical location of Back-Flow Device: Right side of house/building			
Manufacturer: Wilkins	Model: 375XL	Size: 3/4"	Serial Number: A252985
Type Of Device: <u>RP</u> Air Gap <u>  </u> DC <u>  </u> <u>Y</u> RP <u>  </u> PVB			
Application : Containment <input checked="" type="checkbox"/> Isolation	(from MO part 10.CSR 11.010): Hazard Class <u>1</u> Hazard Item <u>21</u>	Device protected from: <u>N</u> Freezing <u>N</u> Flooding	Air Gap (2 x Supply Diameter) Supply <u>  </u> in <u>  </u> Pass Gap <u>  </u> in <u>  </u> Fail
Date Of Test 05/13/2025	Describe the Equipment that the Back-Flow Device Services Lawn Irrigation		Height Off Floor <u>12</u> " (FT/IN)

Permit Information Number: _____ Contractor: _____ Permit Date: _____	Installation Status New <u>  </u> Existing <input checked="" type="checkbox"/> Is the assembly properly tagged? Yes <u>Y</u> No <u>  </u>	Type Of System Fire Suppression <u>  </u> Process Piping <u>  </u> Lawn Irrigation <u>Y</u> Plumbing <u>  </u> Other <u>  </u>
--	--	---

INITIAL TEST <input checked="" type="checkbox"/> FINAL TEST _____ PASSED FAILED <b>Reduced Pressure Assembly:</b> 1 <sup>st</sup> CHECK held in direction of flow <u>8.2</u> PSID (5 PSID or more) <input checked="" type="checkbox"/> _____ RELIEF VALVE opened at <u>2.4</u> PSID (2 PSID or more) <input checked="" type="checkbox"/> _____ DIFFERENCE (1 <sup>st</sup> check-relief) <u>5.8</u> PSID (3 PSID or more) <input checked="" type="checkbox"/> _____ 2 <sup>nd</sup> CHECK held backpressure <input checked="" type="checkbox"/> _____ No. 2 Shut-off Valve leak tight <input checked="" type="checkbox"/> _____ OPTIONAL TEST Relief Valve (exercised to open Position) _____ _____ _____ <b>Comments:</b> _____ _____	INITIAL TEST _____ FINAL TEST _____ PASSED FAILED <b>Double Check Valve Assembly:</b> 1 <sup>st</sup> CHECK held in direction of flow _____ PSID (1 PSID or more) _____ _____ 2 <sup>nd</sup> CHECK held backpressure _____ _____ No. 2 Shut-off Valve leak tight _____ _____ 2 <sup>nd</sup> CHECK held in direction of flow _____ PSID (1 PSID or more) _____ _____ _____ FINAL TEST _____ PASSED _____ FAILED <b>Pressure Vacuum Breaker Assembly:</b> Test #1 Shutoff Valve - held pressure tight. _____ _____ Test CHECK VALVE held in direction of flow _____ PSID (1 PSID or more) _____ _____ Test AIR INLET VALVE to open _____ PSID (1 PSID or more) _____ _____ <b>PVB may not be repaired, must be replaced</b>
---	--

**THE ABOVE REPORT IS CERTIFIED TO BE TRUE, ACCURATE AND COMPLETE**

Tested By: (Print name and provide Signature) Mark Walters	Repaired By: (Print name and provide Signature)
Company Pro Outdoor, Inc	Final Test By: (Print name and provide Signature)
Certification Number And Expiration Date 34/LI-11611   02/28/2027	Owner Or Owner's Representative _____ Date _____



**Main Office:**  
 304 TCW Court  
 Lake St. Louis, MO  
 63367 P (636) 695-7800  
 F (636) 695-7801

This document has legal consequence.  
If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner  
without written acknowledgement of all parties.

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and those issued a use license by St. Louis REALTORS®

Form # 2049 07/25

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1 PROPERTY: 1586 KENNABROCKLE CT. ST. LOUIS MO 63146

2 **Lead Warning Statement**

3 Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may  
4 present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children  
5 may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
6 memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
7 Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any  
8 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

9 **Seller's Disclosure**

10 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- 11  Seller has no knowledge of lead-based paint and/or lead-based paint hazards  
12 in the housing  
13  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 (b) Records and reports available to Seller (check one below):

- 17  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based  
18 paint hazards in the housing (list all documents below):  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

22 **Buyer's Acknowledgment** (initial appropriate blanks)

23   Buyer has received copies of all information listed above. (leave blank if none provided to Buyer.)  
24   Buyer has received the pamphlet Protect Your Family From Lead in Your Home.  
25  
26 Buyer has (check one below):  
27

- 28  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of  
29 lead-based paint or lead-based hazards; or  
30  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint  
31 hazards.

32 **Agent's Acknowledgment** (initial)

33  Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.  
34 (To be completed by listing agent or if not listed, agent assisting Buyer.)

35 **Certification of Accuracy**

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true  
37 and accurate.

38 \_\_\_\_\_  
39 BUYER SIGNATURE DATE

40 \_\_\_\_\_  
41 Buyer Printed Name

42 \_\_\_\_\_  
43 BUYER SIGNATURE DATE

44 \_\_\_\_\_  
45 Buyer Printed Name

46 \_\_\_\_\_  
47 BUYER'S AGENT SIGNATURE DATE

48 \_\_\_\_\_  
49 Buyer's Agent Printed Name

\_\_\_\_\_  
SELLER SIGNATURE DATE 3-12-26

\_\_\_\_\_  
Seller Printed Name LESLIE N. BIRENBAUM

\_\_\_\_\_  
SELLER SIGNATURE DATE 3-12-26

\_\_\_\_\_  
Seller Printed Name

\_\_\_\_\_  
LISTING AGENT SIGNATURE DATE

\_\_\_\_\_  
Listing Agent Printed Name SUSAN ROTH BIRENBAUM JULI-ANN FELSHER 3/12/26

50 (NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

\* Villages at Willowbrooke Homeowners' Association Rules dated 2021. Buyers are advised to verify all information to their own satisfaction before entering a contract to purchase.

**VILLAGES AT WILLOWBROOKE**

**HOMEOWNERS' ASSOCIATION RULES**

**Effective January 15, 2021**

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## INTRODUCTION

The Bylaws, which are applicable to all of the property administered by the Villages at Willowbrooke Homeowners' Association (the "Association"), empower the Board of Directors (the "Board") to adopt reasonable rules aimed at restricting and governing activities in the Villages at Willowbrooke (the "Development") and to enforce those rules.

The Board of Directors may retain a management company to assist in operating the Association. This company will be an agent of the Association and will be referred to herein as the "Villages at Willowbrooke Agent."

These Rules ("Rules") are not intended to control the lives of the Association members in an unreasonable manner. Rather, they were adopted to prevent any individual homeowner from creating conditions on his/her lot which could adversely affect the value of other lots or could negatively impact the safety of residents in the Development. In fact, many of the rules set forth herein are merely restatements of restrictions contained in the Declaration of Covenants, Conditions and Restrictions (CC&Rs; *aka* the "Declaration"). These restrictions are included here to make it easier for the homeowners to determine what activities are restricted by enabling them to look primarily at a single document.

**Part I** of this document sets forth specific restrictions that are applicable to the use of all properties in the Development. These restrictions either arise directly from the Declaration, from applicable Missouri State law or constitute rules that the Board of Directors has adopted.

**Part II** of this document sets forth the Association's monetary penalty categories and the monetary penalties applicable to the violation of the Association's Rules.

**Part III** of this document summarizes the sanctions and remedies which the Association may impose against homeowners in the event they violate any of the rules set forth in the Rules or any of the Association's other governing documents. It also sets forth a process to ensure that homeowners are given an opportunity to be heard prior to the imposition of certain sanctions.

**Part IV** of this document summarizes the complaint and violation notification processes followed by the Association.

All lot owners should carefully read this entire document and be aware of their rights and obligations as a member of the Association. It is the responsibility of each lot owner to obtain and adhere to the most recent copy of the Rules.

In the event of a conflict between a provision hereof and a provision of the Declaration, the provision of the Declaration shall prevail. Nothing contained herein shall be deemed to limit the applicability of the provisions of the Declaration.

The Board, during its normal meeting process may amend, repeal, or augment these Rules, subject to the terms of the governing documents of the Association.

It is important to note that the Board cannot grant any variances to the CC&Rs unless required by Federal or Missouri State law, by a directive of a judge or if specifically authorized in the Declaration. According to Missouri law, the Declaration is a legal contract between the Association and the members of the Villages at Willowbrooke Homeowners' Association.

## PART I - RULES

**Preface:** The following Category Rules fall under the purview and authority of the Board of Directors.

Architecture Committee Rules are delegated by the HOA Board of Directors to the Architecture Committee (if formed). Accordingly, a lot owner should consult with Omni Management, the Architecture Committee or the Board when making improvements, changes or additions to an existing home or landscaping.

Pertaining to all HOA Rules and Architectural Rules, the HOA Board has final review and authority.

### A. CATEGORY A RULES

#### 1 - Holiday and Seasonal Decorations

Holiday and seasonal decorations are permitted to be installed without approval of the Architecture Committee. However, holiday decorations may be installed on a lot no earlier than thirty (30) days prior to the subject holiday and shall be removed no later than twenty (20) days after such holiday. Seasonal decorations shall be installed during the season and removed not later than seven (7) days after the season. All lighting associated with these decorations shall be turned off by 11:00 p.m. each evening.

#### 2 - Lot Maintenance and Diseases and Insects

Each lot owner shall at all times maintain all portions of his/her lot, including landscaped areas and the exterior of the structures thereon in a neat and clean condition and repair, including mowing and weed control. Any damage or destruction to the lot or structures thereon, such that the damage or destruction is visible from any neighboring property or street shall be promptly repaired. Driveways shall be maintained in suitable condition for passenger car travel. The Board of Directors may, at the lot owner's expense:

- i) require replacement or substitute landscaping for trees or shrubs cut or removed without prior approval, and
- ii) enter upon any lot and remove any dead or diseased tree or shrubs and/or other destructive insects or dead or diseased plants within ten (10) days after receiving notification from the Board or Villages at Willowbrooke agent, when such removal is not accomplished by the owner. In the event of a threat to the safety of surrounding residents, the time period for notice may be shortened.

Each lot owner is reminded that if their property is fronted by a sidewalk, that homeowner is responsible for the care and maintenance of the strip of ground between the sidewalk and the street.

### 3 – Lawn and Roof Ornaments

No lawn or roof ornaments visible from neighboring properties or the street are permitted without the prior written approval of the Board. Lawn or roof ornaments include, but are not restricted to, free-standing sculptures, statues or other decorative or artistic items not normally considered being part of the house, other associated structures or the architectural design. Criteria for approval or rejection of a request will include but not be restricted to size, scope, color, theme, materials used, integration into the landscaping plan, placement and other such aesthetic considerations and will be at the discretion of the Board.

### B. CATEGORY B RULES

#### 1 - Glass & Glass Treatments

The installation of reflective metallic film (designed to reduce sun and heat) on the inside of windows shall be subject to the approval in writing of the Architecture Committee and shall not have an obtrusive appearance or reflective glare visible on any neighboring lot or the street. Reflective glass, reflective foil or aluminum foil is not allowed on windows. Only drapes, blinds, shutters or other appropriate window coverings will be allowed.

#### 2 - Exterior Lights

All exterior light fixtures shall be subject to the approval of the Architecture Committee, which shall not approve any lighting that has an obtrusive appearance or casts a glare visible from any other property or the street. All exterior lights must be located and maintained in a manner which, in the opinion of the Board of Directors or the Architecture Committee does not present glare or unreasonable interference with surrounding dwelling units or the street. All lights must be attached to the residence or other permitted structures. No free standing lighting is allowed except for low voltage lighting.

#### 3 – Signs

No signs shall be erected or maintained on any parcel of property within the Development unless approved in advance by the Board of Directors or the Architecture Committee with the following exceptions:

- A) No more than one Real Estate sign (“For Sale” or “For Rent” sign) which shall be in conformance with the industry standard size sign and only on the resident’s property.

B) On the days that an estate sale, garage sale or open house is held within the Development, only such signs as are reasonably necessary to direct purchasers to the location of such sale shall be permitted; with the size of signs not to exceed the limitations set forth in subpart (A) of this rule and provided that they do not block roadways. All of these signs shall be removed by the end of the day after such sale or open house.

C) Political (campaign) signs relating to any primary, special or general election, or political signs supporting or commenting on political or social causes may be displayed only on the homeowner's property subject to the following:

- i) Political (campaign) signs or signs relating to any primary, special or general election shall be displayed not more than forty five (45) days prior to any primary, special or general election and must be removed within seven (7) days after the relevant election-day.
- ii) Political signs supporting or commenting on political or social causes are unrestricted subject to point (iii)
- iii) The total political sign area cannot exceed the maximum size limit established by applicable St. Louis County ordinances.

D) Additional signs of a reasonable and customary size shall be permitted for home address and protective services. If a homeowner is unsure of the acceptability of such signs, prior approval should be sought from the Architecture Committee or the Board.

E) All signs that are required to be posted in connection with legal proceedings or directly related to legal liability issues are permitted.

#### 4 - Outside Storage

Personal property other than barbeques, lawn and/or deck furniture may not be stored outside of a residence or garage unless reasonably screened from view from neighboring properties and the street. The Architecture Committee must approve such screened enclosures.

#### 5 – Obtrusive Materials

Firewood, repair materials, tools, lawn equipment, and other temporary or permanent equipment must be screened completely so as not to be visible from any street or any other lot. Subject to the requirements of Missouri State or federal law, no antenna or other device for the transmission or reception of television or radio signals or any other electromagnetic radiation will be erected, used or maintained outdoors on any lot, whether attached to a building or structure or otherwise, unless approved by the Board of Directors or the Architecture Committee. Ham radio towers must be of the electrically or automatically raised type when in use and lowered from view when not in use.

The use of portable basketball goals is prohibited. All basketball goals shall be of a permanent nature, on a pole and cemented into the ground. In no circumstances should the location or use of the basketball goal block or interfere with the normal use of streets or sidewalks.

#### 6 – Pets

No animals, including livestock, or poultry of any kind, shall be raised, bred or kept on any lot except dogs, cats, or other generally-recognized household pets, provided that they are not kept, bred or maintained for any commercial purposes. Dogs shall be kept within structures or fences, or on secured leashes when not on the owner's lot. No animal shall be allowed to make an unreasonable amount of noise or be a nuisance. All pets must be in compliance with local ordinances regarding leashing. The owner of the pet is required to clean up after the pet. This includes both soiling in the pet owner's yard and in any other yards, street or common area. Upon the written request of any member, the Board shall determine whether a particular animal is a nuisance or the number of animals on any such property is unreasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

#### 7 - Rental of Home

When an owner decides to rent or lease his/her home, it is required that the owner inform the proposed lessee, tenant or occupant that the use of the lot is subject to these rules and regulations and to the provisions of the Declaration. It is also required that an owner includes a provision in his/her lease that the tenant shall abide by all of the covenants and restrictions contained in the Declaration and these rules and regulations. If a tenant or a tenant's guest fails to abide by the Declaration or these Rules, the Association shall initiate appropriate enforcement action against the property owner.

### C. CATEGORY C RULES

#### 1 – Repair of Building and Painting

Buildings and structures on any lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Homes and other structures, including fences, walls, driveways and roofs shall not be painted or repaired using other than the original materials or paint color without the prior approval in writing by the Architecture Committee.

#### 2 - Machinery & Equipment

No machinery or equipment of any kind shall be placed or operated or maintained upon any lot in the Development except such machinery or equipment used in the maintenance of a residence or other structures. Any such machinery or equipment shall not create an unreasonable or unnecessary noise or vibration audible to neighboring properties and shall be properly enclosed or screened in a manner approved by the Architecture Committee so as not to be visible from the street or neighboring properties

#### 3 - Auto Maintenance

No repair or maintenance work shall be performed on any Motor Vehicle or other equipment except wholly within an enclosed garage. Motor Vehicles shall not be left standing anywhere on the property in an inoperative condition.

#### 4 – Alteration of Drainages

No lot owner shall alter in any way the drainage areas along the Association roadway, the drainage easements located on the owner's property or the natural drainage to adjacent properties without the prior consent of the Architecture Committee.

#### 5 - Garage Sales

Each homeowner may have a maximum of two garage sales each calendar year at their home. Any garage sale permitted by this rule shall be held between the hours of 8:00 a.m. and 4:00 p.m. and shall not be held for more than two consecutive days. Individuals holding any such permitted sale must insure that all sign and parking regulations of the Association are followed.

#### 6 - Single Family Residential Use

No lot shall be used except for residential purposes. Other than one single family dwelling, no building shall be erected, altered, placed, or permitted to remain on any lot which may include patio walls, swimming pool, garages, servants' quarters, guest houses, ramadas, or other similar structures. Home office use is allowed provided no retail or manufacturing use is involved and providing that there is no excessive traffic caused thereby and no zoning ordinance is violated.

#### 7 - Alteration of Lot or Residence

No building, structure, fence, wall or landscaping ("structure") shall be erected, placed or altered on any lot within the Development until the plans and specifications showing the location of the structure upon the site have been approved by the Architecture Committee. A member shall not alter the topographic conditions of his lot or create visible scarring of the property without the prior consent of the Architecture Committee.

#### 8 - Alteration and Maintenance of Landscaping

Maintenance of existing landscaping including the replacement or placement of trees, plants or groundcovers that have been damaged or died from disease does not require Architecture Committee approval. However, replacement or addition of materials, groundcover, plants or trees different from the original must be approved by the Architecture Committee. Visible landscaping materials such as flagstone, rock, gravel piles or other construction materials are not to be stored for more than 30 days on any property.

### D. CATEGORY D RULES

## 1 – Speed Limit

The speed limit on all roads in the Development is 25 miles per hour.

## 2 - Garbage Pick-up

All garbage and trash must be stored in covered containers in a location not visible from neighboring properties or the street except when placed at the roadside for collection. Garbage containers shall not be placed outside more than one day prior to the day of pick-up, and containers shall be removed by the end of the day after the day of pick-up. All garbage must be contained, so it cannot blow about or be scattered by birds or animals.

## 3 – Nuisances

No obnoxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any lot so as to render any such property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No motor vehicles shall be operated on the property so as to create a loud or annoying noise, which is hereby deemed a nuisance. No off-road recreational vehicles (motorcycles, ATV's, quads, etc.) shall be operated in the Development except for egress and ingress to a lot. Without limiting the generality of the foregoing provisions, no exterior horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property within the Development. The Board shall have the right to determine the existence of any such nuisance.

## 4 – Fires

Only three types of open fires are permitted.

- i) those contained within portable barbecue grills,
- ii) those contained within properly constructed barbecue pits, grills or fire pits that have been approved by the Board of Directors or the Architectural Committee,
- iii) those within portable fire pits, subject to placement an appropriate distance away from the house and under proper supervision.

All other types of open fires are prohibited.

## 5 – Parking

The term "Motor Vehicle" as used in these rules and regulations shall include without limitation; automobiles, sport utility vehicles ("SUVs"), pick-up trucks, vans, trucks, tractors, recreational vehicles, buses and motorhomes. Except as specifically allowed in writing by the Board or the Architecture Committee, all motor vehicles shall be parked within the homeowner's enclosed garage or driveway.

Parking on the street is permitted *as per* St. Louis County guidelines as long as the vehicle does not block driveways or otherwise impede the normal flow of traffic.

Parking on both sides of the street, such that the vehicles are directly opposite each other, is discouraged so as to allow sufficient room for the safe passage of emergency vehicles.

Parking on the brick area surrounding the roundabout at the front entrance is strictly prohibited.

The long-term, outdoor parking of "Recreational Vehicles" such as boats, trailers, campers or other similar equipment is prohibited. Short term parking for the purpose of packing and unpacking is permitted.

Notwithstanding the foregoing, the Board will allow the following exceptions:

- A) utility trailers temporarily parked during daylight hours while actively being used in work projects provided that such parking does not create a hazard,
- B) trucks, such as delivery trucks and moving vans, temporarily parked during daylight hours while actively being used for their intended purposes.
- C) recreational vehicles of guests of owners parked in an owner's driveway for not more than seven consecutive nights while visiting the owner.

## PART II – MONETARY PENALTY POLICIES AND MONETARY PENALTIES

The Board has adopted the policy of imposing reasonable monetary penalties against a member for a violation of any provision of the Association's governing documents, including without limitation, the Declaration and these Rules. In adopting the above stated Rules, the Board has determined that certain of the rules and regulations are similar in nature and has categorized them as set forth above. At the same time, the Board has adopted penalties applicable to the violation of rules and regulations in each of those categories. The Board has concluded that the monetary penalties indicated as to each category are reasonable and are reasonably related to the specific violations of the rules and regulations in each category.

**CATEGORY A RULES.** The monetary penalty for violations of Category A rules and regulations is \$10.00 per day.

**CATEGORY B RULES.** The monetary penalty for violations of Category B rules and regulations is \$25.00 per day.

**CATEGORY C RULES.** The monetary penalty for violations of Category C rules and regulations is \$50.00 per day.

**CATEGORY D RULES.** The monetary penalty for violations of Category D rules and regulations is \$25 for the first incident, \$50 for the second and \$100 for additional incidences, following normal warning and notifications procedures as outlined below

## PART III – SANCTIONS AND REMEDIES

Each owner and occupant of a home is governed by and must comply with the provisions of these Rules, the By-Laws, the Declaration and the Articles of Incorporation of the Association (collectively the "Governing Documents") and such amendments thereto as may be made from time to time. Upon failure by a member to comply with the Governing Documents, the Association's remedies are not limited to the imposition of monetary penalties. In addition, the Association may be entitled to avail itself of all the remedies available to it by law, including without limitation, the following:

#### A. ENTITLEMENT TO RELIEF

The Association may commence legal action for injunctive relief or any other relief authorized by the Governing Documents or available at law or in equity. In no case may any owner withhold any assessment due and payable to the Association, or take (or omit) other action in violation of the Governing Documents, as a measure to enforce such owner's position, or for any other reason. These rights and remedies do not limit in any way any other rights or remedies granted to the Association in the Governing Documents or by law.

#### B. SANCTIONS AND REMEDIES

In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against owners who violate (or whose families, guests or tenants violate) the provisions of the Governing Documents:

1. Impose a reasonable monetary penalty for each day or incident a violation of the Governing Documents continues or occurs, after notice and an opportunity to be heard.
2. Impose late charges for delinquent monetary penalty payments of 10% of the unpaid amount. Late fees are assessed weekly.
3. Enter any lot, upon 72 hours' notice, between the hours of 8:00 am and 5:00 pm, to remedy any condition which the owner or occupant has caused or allowed to exist in violation of the Governing Documents, and assess the cost hereof against the owner and the lot. Such right of entry shall be limited to any exterior area of a lot and is subject to the applicable provisions of the Declaration. Any such entry upon a lot pursuant to this section shall not be deemed a trespass.

### **C. RIGHT TO HEARING**

Before the imposition of any monetary penalty, the Board must cause to be mailed or delivered to the owner against whom the monetary penalty is sought to be imposed, a written notice specifying the general nature of the violation, the monetary penalty to be imposed and the effective date of such imposition. This notice must be delivered at least ten business days prior to such effective date.

The owner then has the right, upon written request delivered to the Board within the foregoing ten business day period, to request a hearing arranged by the Board. The Board will set the hearing at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than thirty days after its receipt of a request for a hearing. The Board has established uniform and fair rules for the conduct of such hearings (Part IV-C), including, without limitation, the right of interested parties to appear and be heard. If a hearing is requested, the monetary penalty imposed will not take effect until the hearing is completed and the Board has decided or the matter is otherwise resolved by mutual agreement of the Board and the persons against whom the monetary penalty is sought, whichever event occurs first. If the person or persons against whom the monetary penalty is sought does not appear at their duly notified hearing, the monetary penalty imposed may be levied as of the date of the hearing.

### **D. MONETARY PENALTIES**

In the event the Board imposes a monetary penalty on the member with respect to the violation and by its terms such monetary penalty will continue to accrue on a daily or other periodic basis, that accrual shall continue to accrue until either the date the member notifies the Board that the violation has ceased or been remedied or the date the violation is actually ceased or remedied, whichever is later. Upon its receipt of notice from the member that the violation has ceased or been remedied, the Board or the Villages at Willowbrooke Agent shall conduct a timely follow-up inspection to confirm that the violation has ceased or been remedied. If that inspection discloses that the violation has ceased or been remedied, the Board shall:

1. stop accrual of the monetary penalty as of the date it received the notice,
2. send the member and the complainant a letter confirming such satisfactory resolution of the complaint, and
3. document in writing for the related lot file how the violation was resolved. If that inspection discloses that the violation has not ceased or been remedied, the Board shall send the member a letter notifying the member of the continuing violation and that the monetary penalty will continue to accrue.

### **E. COSTS OF PROCEEDINGS AND ATTORNEYS' FEES**

The Association is entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all monetary penalties.

## F. ENFORCEMENT

Any monetary penalties imposed by the Board upon a member hereunder shall be payable by the member and shall be enforceable by the Association in accordance with the Association Governing Documents and applicable Missouri State law. This Complaint Process and the actions of the officers, directors and agents of the Association in compliance herewith are governed by, and subject to, the terms of the Governing Documents of the Association. In the event of any conflict between the terms hereof and the terms of the Governing Documents of the Association, the terms of the Governing Documents of the Association shall govern. The Board retains the right to amend this policy subject, to the terms of the Governing Documents of the Association and applicable law.

## PART IV – COMPLAINT AND VIOLATION NOTIFICATION PROCESS

### A. COMPLAINTS

Any member, Board member or agent of the Association may file a complaint against another member for violation of any provision of the Association's Governing Documents by the member, his family, tenants or guests. A complaint must be in writing, must be signed, dated and must include a description of the alleged violation and the identity of the alleged violator, if known. Please use the "Contact Village of Willowbrooke Board of Directors" form at the bottom of [www.villagesofwillowbrooke.com](http://www.villagesofwillowbrooke.com) to file a complaint. A complaint from a member is considered filed when a Board member or the Villages at Willowbrooke Agent receives the written complaint. A copy or record of all complaints shall be provided to the Board and the Villages at Willowbrooke Agent.

### B. INVESTIGATION AND LETTERS

Upon receipt of a complaint, the Board or the Villages at Willowbrooke Agent shall take the following action:

1. Conduct an investigation of the complaint to confirm that there is reason to believe that the conditions complained about actually exist.
2. If the basis for the complaint is confirmed, the Board or Villages at Willowbrooke Agent shall cause a letter to be sent to the member, formally notifying the member of the violation. The letter shall request that the violation be ceased or remedied within such period of time as determined appropriate by the Board. The Board or Villages at Willowbrooke Agent shall conduct a follow-up inspection. If that inspection discloses that the violation has ceased or has been remedied, the Board or Villages at Willowbrooke Agent shall send the member and the complainant a letter confirming such satisfactory resolution of the Complaint and shall document in writing for the related lot file what the alleged violation was and how the issue was resolved.

3. If the violation specified in the letter sent pursuant to Section 2(B) above is not timely rectified, then the Villages at Willowbrooke Agent will send a written Notice of Violation (NOV) to the offending member. The NOV will notify the member that the monetary penalty will be levied and request the member to show evidence either visually or in writing that the violation has been cleared. The NOV shall contain at least the following:

- i) a description of the violation,
- ii) the approximate time (or day) and place at which the violation was observed, iii) the amount of the monetary penalty to be levied on the member if the member does not cease the subject violation and when the monetary penalty will commence (10 days hence),
- iv) the name of the person issuing the NOV and the person(s) who observed the violation, and
- v) a statement advising the member of the member's right to appeal the NOV by responding via certified mail within 10 business days of the date of the NOV.

#### C. RULES FOR THE CONDUCT OF AN ENFORCEMENT HEARING

1. The Enforcement Hearing shall be scheduled at a time and place convenient to the Board and the Association member against whom the citation or restriction has been issued within 30 days of the receipt of the request for the hearing. The Board shall appoint the Representative or Representatives of the Board to preside at the hearing and may also appoint relevant Association Committee members, if appropriate.
2. The presiding Board Representative shall open the meeting by explaining the original complaint, citing the Rule or Regulation allegedly violated, the time of the alleged violation and the actions taken to date by the Board or Agent to remedy the alleged violation.
3. The Association member against whom the citation or restriction has been issued will then be allowed to present their arguments, including the presentation of witnesses or documentary evidence.
4. The Board Representatives will then have an opportunity to question the Association member regarding their arguments and will deliver the original rationale for the imposition of the citation or restriction.
5. The Association member may make a final statement.
6. At the next scheduled Board Meeting, the presiding Board Representative will present the case to the full Board in closed session. The Board will discuss the issue also in closed session and will vote on whether to impose the monetary penalty or take any other action.