EXHIBIT 3 TO THE ORIGINAL SALE CERTIFICATE

RULES AND REGULATIONS OF WEST END CONDOMINIUMS UNIT OWNERS ASSOCIATION

- 1. No part of the Property shall be used for other than the purposes for which such part was designed.
- 2. Each Condominium Unit shall be used as a residence.
- 3. In addition to its use as a residence, the Unit may also function in a limited capacity for business, trade, commercial, charitable, educational or otherwise, as permitted in the Declaration.
- 4. The Executive Board, or its designated agent, may retain a pass key to the Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of a Unit without the written consent of the Executive Board. In case such consent is given, the Unit Owner shall provide the Executive Board, or its agents, with an additional key pursuant to its rights of access to the Unit.
- 5. No electrical device creating unusual electrical overloading may be used in the Units without permission from the Executive Board.
- 6. No substantial alteration or remodeling of a Unit involving the cutting or moving of partition walls may be done without permission from the Executive Board.
- 7. Misuse or abuse of appliances or fixtures within the Unit is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.
- 8. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas.
- 9. On site, Unit Owners must park their vehicles within only their own designated parking stall that is assigned to a Unit Owner. The term vehicles includes and is limited to: automobiles of any kind (including vans, trucks, sport utility vehicles, and mini-vans), motorcycles, scooters and bicycles.
- Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Executive Board. The previous sentence notwithstanding, Unit Owners shall be allowed to install a satellite dish or similar antennae on the roof of their Unit, provided that: (a) the Unit owner has first received the Condominium Association's approval as to the size, and potential location of the satellite dish (b) the installation is not prohibited by city or county ordinance or other applicable law; and (c) the satellite dish is not visible from the streets fronting The Chateau Brittany Condominium a/k/a WEST END CONDOMINIUMS.
- 11. Except with the permission of the Executive Board, no air conditioning apparatus or other cooling device shall be installed in any windows.
- 12. No garbage cans, trash barrels, or other obstructing personal property shall be placed in the Common Areas nor shall anything be hung from the windows, or patios, or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks or patios. No accumulation of rubbish, debris or unsightly material will be permitted in Common Areas except in

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designated trash areas, nor shall Common Areas be used for the storage of personal property. All storage areas shall be kept neat and clean and free of vermin. No clothes shall be hung or dried outside of the Units in the Common Areas or Limited Common Areas. The preceding sentences of this Paragraph notwithstanding, Unit Owners shall be allowed and required to place their trash in the common dumpsters, as needed.

- 13. Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.
- 14. Each Unit Owner shall keep his or her Unit and any Limited Common Area to which he or she has sole access in a good state of preservation and cleanliness.
- 15. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a stereo, phonograph, television set, radio or other music or communications device in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners. The Executive Board may specify times and noise levels to determine the reasonableness of such noise.
- 16. Unit Owners shall comply with and conform to all applicable laws of the State of Missouri and all ordinances, rules and regulations of the County of Jackson and City of Kansas City and shall save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.
- One animal per Unit is permitted to be raised, maintained or kept, provided that it is not raised, kept, or maintained for any commercial purposes, and it does not exceed the twenty-five (25) pound limit set forth herein. A second animal may be afforded to a Unit, provided that the Unit Owner first acquires the Condominium Association's approval, and the second animal also is in accord with the previously noted size restriction. Unit Owners shall use their best efforts to prevent pets from causing excessive noise or noxious odors on a routine basis. In no event shall any animal be permitted in any portion of the Common Areas or Limited Common Areas unless on a leash, or as approved by the original Declarant. Unit Owners must clean up after their animals. Domesticated dogs and cats are permitted species subject to other approval requirements of the Association.
- Unit Owners shall be held responsible for the actions of their children and their guests.
- 19. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on any of the building, or contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.
- 20. Unit Owners shall comply with the rules and regulations contained in any fire insurance policy upon said building or the property contained therein.
- 21. Damage by fire or accident affecting the Unit or Common Areas or the liability of the Unit Owners or the Association shall be promptly reported to the Executive Board immediately following the occurrence thereof.

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- 22. Any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by resolution of the Executive Board,
- 23. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Executive Board.
- 24. No more than three unrelated persons shall be allowed to occupy any Unit unless at least two of the persons are the Owners of the Unit occupied.
- These Rules and Regulations are subject to binding arbitration. All controversies or claims arising out of or relating to these Rules and Regulations shall be exclusively and finally determined by arbitration in accordance with the rules of the American Arbitration Association ("AAA") in effect on the date the arbitration request is filed with the AAA and with Sections 435.350 to 435.470 of the Revised Statues of Missouri, as amended from time to time (the "Uniform Arbitration Act"). The number of arbitrators shall be one. The Executive Board shall select the arbitrator. The place of arbitration shall be located in the County of Jackson, State of Missouri. The arbitrator is authorized and may take whatever interim measures deemed necessary, including injunctive relief and measures for the protection or conservation of property. Such interim measures may take the form of an interim award, and the tribunal may require security for the costs of such measures. The award shall be final and enforceable and may be confirmed by the judgment of a court of competent jurisdiction pursuant to the Uniform Arbitration Act.

THESE RULES AND REGULATIONS CONTAIN A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.