



# **Waters Edge**

**Homeowners Association, Inc.**

## **Rules and Regulations**

**FEBRUARY 15, 2023**

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# WATERS EDGE HOMEOWNERS ASSOCIATION, INC.

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## RULES AND REGULATIONS

Effective February 15, 2023

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# WELCOME!

Incorporated in late 1974, Waters Edge has remained one of the Lake's most attractive, high-end, family-oriented condo complexes. Common areas with diverse recreational facilities and appropriately-landscaped grounds, as well as the 34 separate 6-unit buildings have been maintained and upgraded over the intervening years by the Owners-voting members of the Waters Edge Homeowners Association, Inc. ("Association"). Consistent governance by the Association Board and effective management by the Association Manager and staff have helped maintain "the best of lake living" and enhance the market value of Owner investments in their units.

Owners have empowered the Association Board to establish and enforce rules and regulations governing the use of all common areas and amenities as well as individual units by Owners, their family members, their guests, and renters. The Association Board's continuing goal is to carefully avoid limiting individual Owner full and safe use of all facilities while, at the same time, assuring that other Owners can also equally and fully benefit from the "quiet and safe enjoyment of their units" and enjoy all that Waters Edge offers.

The Association is very fortunate to have a highly skilled, full-time, on-site manager to assist you. David Braddy, Association Manager, has multiple years of construction, real estate, and management experience. He is the Association Board's direct representative with the fully delegated authority and responsibility specified in the Association Bylaws and these Rules and Regulations to operationally manage the complex and enforce the Association's Rules and Regulations on the Association Board's behalf. He can be reached through the Association office during normal office hours of 7:30 AM-4:00 PM Monday—Friday at 573-365-2391 or 573-552-7346. Owners and the Association are best and most expeditiously served in addressing owners' concerns by contacting the Manager to discuss any unit or policy questions. If owners are not satisfied with the manager's decisions, owners can have their issue reviewed by the Association Board.

No set of rules can ever cover all possible situations. So, the old adage applies that all Owners, their family members, guests, and renters are best served by exercising common sense and simple courtesy in their use of all units and facilities-- and in their person-to-person interactions.

Due to often rapidly-changing federal, state, and local legislative, regulatory, and code-compliance requirements applicable to condo complexes, as well as Association insurance provisions, these Rules and Regulations are regularly reviewed and revised by the Board. As such, they are subject to immediate revision by the Association Board to protect both the Association and Owner safety, well-being, and investments. Copies of current Rules and Regulations are available in hard copy from the Association Office, or from the Association website. These Rules and Regulations are established pursuant to the Association Bylaws which, in the event of any conflicts, prevail.

**Owners are asked to remember that they are directly and ultimately responsible for assuring that their family members, guests, or renters fully comply with these Rules and Regulations, and that, if they do not, Owners are subject to Association penalties imposed by the Association Manager and Board.**

**WHEN OWNERS, THEIR FAMILY MEMBERS, THEIR GUESTS, OR RENTERS USE "COMMON AREAS" SUCH AS THE POOL, PLAYGROUND AREA, TENNIS COURTS, CLUBHOUSE, ETC., THEY UNDERSTAND AND AGREE THAT THE ASSOCIATION DOES NOT SUPERVISE, STAFF, OR CONTINUOUSLY MONITOR SUCH AREAS. THEREFORE, THEY USE THESE AREAS AT THEIR OWN RISKS AND ARE WHOLLY RESPONSIBLE FOR MONITORING AND CLOSELY SUPERVISING THE BEHAVIOR, ACTIVITIES AND SAFETY OF THEMSELVES AND THEIR CHILDREN AT ALL TIMES.**

Finally, all Owners, guests, and renters are encouraged to stop by the Association Office, or to call or email the Association Office Coordinator, Manager, or any Board member, if any of these Rules and Regulations need clarification regarding their meaning, intent, or applicability to a particular situation.

## **RULES AND REGULATIONS**

**1. UNIT OWNERSHIP:** A detailed definition of "unit" is specified in the Association Bylaws. Owners purchase their individual units which generally encompass Owner responsibility for "everything from the studs in". This includes Owner responsibility for windows, sliding glass doors, exterior doors, storm doors, floor coverings, heating and cooling systems (both interior and exterior units), plumbing fixtures, light fixtures, interior electric circuits, appliances, ventilation fans, fixed cabinets and vanities, floor coverings, etc. Owners are responsible for the proper use, maintenance, and repair of all such items to prevent safety hazards as well as inconvenience and damage to adjoining units. The main building electrical service up to each unit's individual interior electrical breaker box, water lines, and sewer lines are shared with other building Owners but are owned by the Association.

Exterior decks attached to each unit are owned as "limited common areas" by the Association which grants a permanent easement to each Owner permitting its full use and enjoyment. Some ground floor units have adjoining courtyards which are also owned by the Association which allows the Owner to use, maintain, and enjoy them.

**Owners should review Section 4 regarding Association-provided insurance coverage for units and their Owner responsibilities for maintaining HO-6 or rental unit coverages for what is not covered by the Association's insurance.**

### **2. IMPORTANT UNOCCUPIED UNIT RULES:**

#### **WHEN A UNIT WILL NOT BE OCCUPIED FOR MORE THAN 48 HOURS:**

- A. The main water service valve in the utility room must be "OFF".**
  - B. The hot water heater circuit breaker in the unit's electrical breaker panel must be "OFF".**
  - C. If present, the icemaker must be "OFF".**
  - D. During winter months, the heating unit must be "ON" with the thermostat set to at least 55° to prevent water pipe and plumbing freezing from causing damages in the unit and adjoining units.**
  - E. During summer/high humidity months, the air conditioning unit must be "ON" with the thermostat set at no more than 80° to avoid possible mold buildup in the unit or duct system. As an alternative, an adequately-sized dehumidifier may be used if its drain hose is securely positioned to freely/continuously/ drain without danger of flooding.**
  - F. Association personnel periodically inspect unoccupied units to ensure that Owners are carefully complying with these requirements.**
- 3. OWNER FINANCIAL RESPONSIBILITIES TO ASSOCIATION:** Per the Association Bylaws, the Association Board each year submits to Association Owner-voting members a comprehensive operating and repairs/replacements expenditures budget specifying the funds anticipated to be needed to operate

the Association and Marina--and the reserve funds anticipated to provide for their future repairs and replacements.

**A. Monthly Homeowner Fees--** to cover normal Association operating expenses, are billed at the beginning of each year by the Association staff with monthly portions due on the 1<sup>st</sup> day of each month. Owners are encouraged to contact the Association Office to arrange to participate in the Association's email billing program to reduce Association billing and postage costs.

**B. Special Assessment Fees--** for emergency or non-routine needs (replacement roofs, siding, pool, etc.) are determined by the Board. At the Board's discretion, such fees may be billed to all Owners on an annual one-time, quarterly, or monthly basis.

**C. Association Fee Formulas:** All Monthly Homeowner Fees and Special Assessment Fees are not equal or based upon unit square footages. As individually specified in the Association Bylaws, these fees are prorated according to each unit's specified "percentage of common area ownership".

**D. Dock Slip Fees:** Dock Slip fees are based upon the size and square footage of each leased slip, and a copy of such fees is available in the Association Office. Special assessments for dock facility needs will not be the same for slip versus non-slip leaseholders and may be significantly more for slip holders.

**E. Past-Due Owner Accounts:** While the Association appreciates that the vast majority of Owners keep their Association accounts timely and up to date, those few not doing so with overdue accounts are subject to the following:

1. Notices will be sent to Owners who have accounts 30 days past due stipulating that, if the account remains overdue past 60 days, the Bylaws-mandated late fee of 8% will be added to all outstanding balances and compounded thereafter.
2. For accounts 60 days past due, Owners will be notified that, in addition to the mandated 8% late fees, if such accounts remain unpaid past 90 days, their unit's cable TV and internet services will be turned off and the unit's water service will be locked out until payment of overdue accounts and Association reconnection fees are paid in full.

For the first occurrence of such cable, internet and water service lockouts, there will be a cable and internet service restoration fee and an additional water service restoration fee to compensate the Association for its costs involved—which must be paid in full before the Owner utilizes his/her unit. Current fees are listed on the Association website and available in the Association office and are subject to modification after 30 days' notice to owners. In addition, Owner's family, guests, or renters will not be permitted to use the Association's various amenities and common areas to include, but not limited to, pool, clubhouse, play areas, fitness room, tennis courts, fish cleaning station, boat ramps, and parking areas, etc.

If it becomes necessary in subsequent collection actions to lockout the services again, these fees will double.

3. For accounts not paid beyond 90 days, Owners will be notified that, in addition to the above penalties, if the account remains overdue past 120 days, it will be referred to the Association Board for filing a lien against the unit, as specified in the Association bylaws, or pursuing other appropriate legal collection remedies.

If the Association is required to file a lien against the unit, there will be a fee assessed to the Owner with delinquent accounts for filing the lien and an additional fee for removing such a

lien to compensate the Association for the time and expense involved. Current fees are listed on the Association website and available in the Association office and are subject to modification after 30 days' notice to owners. In addition, the Association Board may institute a deposit fee requirement for the Owner, similar to those utilized by Missouri utility companies for customers with chronic payment deficiency problems.

4. The Association Board prefers to work cooperatively with Owners experiencing personal or financial challenges. Such collection efforts may be suspended temporarily by the Association Manager if an Owner with overdue accounts will contact the Manager to make payment arrangements satisfactory to the Association over a reasonable, defined time period.
5. Unless other remedies or monthly fee penalties are permitted in more-recent updated watercraft slip leases, Owners with older slip leases who are delinquent in semi-annual boat slip lease payments of ten (10) days or more are subject to the terms of their lease requiring that their lease be cancelled with ownership reverting to the Association. However, an extension not to exceed 60 days following the original due date may be granted by the Association Manager. If payment is not then timely received, and the Association Board approves, the lease will be terminated.

#### **4. ASSOCIATION INSURANCE AND REQUIRED OWNER HO-6 CONDO INSURANCE:**

##### **A. BOARD INSURANCE PURCHASE AND COVERAGE MONITORING RESPONSIBILITIES:**

As specified in the Association Bylaws for the protection of the Association and individual unit Owners, the Association Board is both responsible for and empowered to:

1. Purchase and periodically re-evaluate and place adequate insurance coverages for the Association, with appropriate cost-effective deductibles, which are reasonably and cost-effectively available to similar condominium associations in the surrounding geographic area.

**AND**

2. Establish and periodically re-evaluate/modify the minimum basic coverages and coverage levels which individual Owners and Owners who short or long-term rent their units must obtain and continuously maintain in force to insure what is not covered by the Association's insurance coverage.

##### **B. ASSOCIATION INSURANCE:**

Per its Bylaws-mandated responsibilities and authorities:

1. The Association Board purchases and maintains adequate insurance for all Association common elements/areas, limited common elements/areas and the replacement of destroyed buildings with certain exceptions (see policy provisions and limitations). The Association's insurance generally pays for the replacement cost (minus the Association's policy deductible charged to the owner of the damaged unit) to restore/rebuild an Owner's unit as originally configured and finished with only the "standard features and finishes" ("builders grade") which were included when it was first offered for sale in the 1970's.
2. As with most condo associations, Owners are responsible for insuring and maintaining the unit as defined by the Association in the Association bylaws, and these rules and regulations which may be modified by the board based upon the board's assessment of the most appropriate methods of protecting the best interest of the Association and its 204 Owners. The Association is generally responsible for maintaining and insuring the common elements and limited common elements, except as otherwise specified in these rules and-regulations. As with most

condo associations, owners are responsible to maintain anything they own or that lies within their unit's boundaries. The Association is generally responsible for maintaining the common elements, and limited common elements (see bylaws for precise definitions and exceptions) with the exception of windows, exterior doors, underdeck ceilings, deck fans, deck lights, etc.

3. However, the Association's insurance specifically excludes all coverage to pay for all design changes, modifications, upgrades, and improvements that the original buyer may have paid more for rather than the "standard features and finishes" when the unit was first offered for sale in the 1970's, or that have been made and paid for by all subsequent Owners over the ensuing years. It also may specifically exclude coverage for damages covered by Owner "special peril" coverage or endorsements for sewer and water backup damage coverages.
4. Subject to amount of the unit damage repair costs and the responsibility of the unit owner to reimburse the Association for the claims deductible, the Association will pay to repair/replace failed components of the common and limited common elements. The Association will not repair damage or replacement of components to the unit interiors caused by the failed/damaged common or limited common elements.
5. The Association Board retains the final authority to decide whether the Association will file any claim with the Association's insurance carrier for sewer backup damage/water damages inside a unit, or expect the Owner's HO-6 or rental unit coverage to pay for such "special perils" damages. Generally, when a sewer backup or resulting water damage occurs within only one unit, the Association Board usually looks to the Owner's HO-6 coverage for unit remediation and repairs.
6. Condo association insurance premiums have skyrocketed both locally and nationally, and fewer companies are writing such coverage at all. Therefore, the Association has no choice but to accept higher policy deductibles as an alternative to double-digit or triple-digit insurance premium increases which would necessitate double-digit increases in owner monthly dues.
7. As a result, claims for unit damages under the Association's deductible are not routinely filed with the Association's insurance carrier. Doing so would produce no reimbursement whatsoever for the Association and simply increases the Association's "experience rating" resulting in higher premiums for all 204 owners in subsequent years. It leads to higher insurance quotes when the coverage is out for bid.
8. As with most condo associations, the Association bylaws direct that owners be charged for their portion of any Association deductible related to a claim for damages to their unit. As a result, the Association requires that, to protect owners from paying this out-of-pocket, all H06 or rental unit coverages include "LOSS ASSESSMENT" coverage (see below) — in an amount necessary to cover the Association's entire deductible. Even though such coverage is relatively cheap to add to the HO6 or rental unit policy, the Association leaves it to owners as to their personal risk tolerance levels.
9. As an example:

--If the damages to a unit(s) are above the Association's deductible, the Association will file a claim at its discretion and the Association's insurance carrier will repair the unit, again, to its original 1974-era design and finish levels (builder's grade at best) minus the Association's deductible for such a unit damage claim. The unit owner will be assessed the Association's deductible. The unit owner's HO6 or rental unit carrier would be responsible for all upgrades made by various owners over the years since the unit's original construction to bring it back to its pre-damage condition.

This scenario would most likely only happen with a catastrophic loss involving multiple units or the entire building.

--If the damages are less than the Association's deductible, the Association will not file a claim for the reasons enumerated in Items 6, 7, and 8 above.

**10.** As a result, owners should file a claim with their HO6 or rental unit carrier who should pay the claim at the very minimum under the unit owner's "loss assessment coverage". If damage to the owner's unit results from problems in an adjoining unit, the unit owner's HO6 or rental unit carrier has the sole right to subrogate (seek damage reimbursement) from the adjoining unit owners HO6 or rental unit policy. Therefore, in a damage claim involving multiple units, again, it is the sole decision of an individual Owner's HO-6 or rental unit insurance company whether to:

**A.** "Subrogate" or seek reimbursement on behalf of an Owner in an adjoining unit which suffered damages from the Owner (or his HO-6 insurer) of the unit in which the damage originated. This can include reimbursement demands for paid claims for lost personal property and furnishings, damage claims for improvements and upgrades not covered by the Association's policy in the event of the unit's destruction, etc.

**-OR-**

**B.** Simply pay the claim.

### **C. INDIVIDUAL UNIT OWNER CONDO HO-6 INSURANCE:**

Per the Association Bylaws, the Association Board requires that each unit Owner:

- 1. PROPERTY COVERAGE:** Purchase and maintain uninterrupted comprehensive condo HO-6 or rental unit insurance coverage. Mandatory HO-6 type of coverage for individual non-rental units is "condo HO-6 policy coverage" (not "apartment" coverage) available from various insurance companies. This coverage must include any applicable minimum limits set by the Association. It should provide coverage levels determined adequate by the Owner, in the event of damage to or destruction of the Owner's unit, to specifically restore the damaged areas of the unit.
- 2. LIABILITY-OTHER COVERAGES:** Carry adequate coverage and coverage levels under his/her condo HO-6 or rental unit policy for general and special liability, other perils and hazards (i.e. sewer backups, etc.) determined necessary by the Owner, and all personal property and furnishings in his/her unit or stored elsewhere on the complex.
- 3. LOSS ASSESSMENT COVERAGE:** Ensure that his/her HO-6 or rental unit insurance policy provides specific coverage for the Owner to reimburse the Association for the Owner's share of the Association's policy deductible for a damage claim involving his/her unit. Some HO-6 insurance companies pay for this Association deductible charge to the Owner under the HO-6 or rental unit policy's "building coverage (Coverage A)". Other carriers may do so under "loss assessment coverage under Additional Coverages"— a somewhat complicated way to say that loss assessments will be paid only for the standard perils covered by a basic HO-6 or rental unit policy and only for any special perils (i.e. sewer backup coverage, etc.) water damages covered by Special Peril Endorsements the Owner is responsible to add/pay for beyond basic HO-6 or rental unit coverages. Still other carriers may use a variety of other insurer-specific names or provisions for such loss assessment coverages. **The amount of this coverage should at least equal the Association's current insurance policy deductible.** Owners need to carefully discuss appropriate loss assessment coverage levels with their insurance professionals.



**4. “SPECIAL PERILS” COVERAGE FOR SEWER-WATER BACKUPS:** understand that the Association strongly recommends that Owners purchase “Special Perils” coverage or endorsements for sewer backup and water damage claims. Many insurance companies will not cover such damage claims unless these special peril endorsements have been added to the policy by the Owner. In the absence of such special perils coverage, many insurance companies will also not pay for an Owner’s proportionate share of “loss assessment” levied by the Association for any insurance claim deductibles for sewer back-up or water damage which may be filed by the Association with the Association’s insurance carrier.

**5. CONDO VERSUS SINGLE-FAMILY HOME COVERAGES:** Understand that condo insurance coverages significantly differ from typical single-family home residential insurance coverages. The obligation to maintain a particular component or system within an owner’s unit does not necessarily mean there is an obligation to repair another unit if that particular component or system fails and damages an adjoining unit. Generally, insurance companies follow the guideline that there is no obligation for that owner to pay for the damages in an adjoining unit unless the owner was in some way negligent in the use or maintenance of the component or system causing the damage.

As one often used example by some insurance professionals, if the water heater in Unit A fails and damages Unit B, the Unit A Owner bears the expense of repairing the water heater and any damage to Unit A. There is no obligation for Unit A owner to pay for damages to Unit B unless the Unit A Owner was negligent in some way— i.e. if he/she knew the water heater was leaking slowly and steadily and let it continue to leak and damage Unit B. If the Unit A water heater ruptured spontaneously and damaged Unit B, barring any other negligence, each unit owner would be responsible for repairing his/her own unit.

**6. MINIMUM-REQUIRED DEDUCTIBLES:** Carry a deductible of no more than \$1,000 per occurrence for the physical damage to his/her unit and contents. A minimum liability limit of \$500,000 is strongly recommended for Bodily Injury and Property Damage.

**7. PROOF OF INSURANCE:** Maintain proof of current condo HO-6 or rental unit insurance coverages on file with the Association Office. A copy of the policy declarations page usually suffices, so long as the coverage limits for various hazards, special perils endorsements, and loss assessment coverage are clearly specified. The Association Manager or Office Coordinator may contact individual Owners to provide additional information regarding specific coverages/exclusions.

**8. OWNER POLICY CANCELLATION NOTIFICATIONS:** Request that the Owner’s HO-6 or rental unit insurer provide written notice to the Association prior to cancellation of the Owner’s HO-6 or rental unit policy, or changes which would alter such coverage to no longer meet the Association’s requirements for Owner HO-6 or rental unit policies. Some insurers will do so. Others will not because they are not required to. However, some insurance agents notify the Association as a courtesy to their customers.

**D. RENTAL UNIT COVERAGES:** For the protection of rental unit Owners and the Association, it is imperative that a rental unit Owner carefully consult with his/her insurance professionals to ensure that the rental unit is appropriately insured. **THERE APPEARS TO BE NO INSURANCE INDUSTRY UNIFORMITY IN WHETHER/HOW VARIOUS INSURERS WILL OR WILL NOT COVER SHORT-TERM, LONGER-TERM, OR COMBINATION RENTAL UNITS.** Some insurers do not cover longer-term rental units under the HO-6 policy type, but require a Business Owners, Commercial, or Landlord Policy. Other insurers may cover a rental unit under the HO-6 policy form, but only with Special Endorsements or for a limited number of rental days per year. **Therefore, careful review and planning by the Owner with his insurance professional is needed to assure the proper**

**form and levels of coverage for rental units.** All other Owner HO-6 coverage and coverage reporting requirements generally apply to all rental unit Owners.

**E. ASSOCIATION CLAIMS SUBMISSION REQUIREMENTS:** If an Owner's HO-6 or rental unit insurance carrier believes the Association is responsible to pay for any damages to the Owner's unit, but if the Association Manager and Board believe that the Owner's HO-6 or rental unit insurance carrier should be responsible:

1. The Association will not consider accepting responsibility for a claim or filing a claim with the Association's insurance company unless the Owner's HO-6 or rental unit insurance carrier formally notifies the Association early in the claims investigative process that it intends to pursue the Association's alleged liability for the claim, including filing a formal subrogation claim against the Association before significant remediation/restoration work begins.
2. This avoids the demonstrated tendency of some HO-6 or rental unit insurance carriers to, intentionally or unintentionally, exclude the Association from meaningful participation in or timely knowledge of claim investigation directions or findings. Some HO-6 or rental unit insurance carriers, following completion of their investigation - with no notification to or involvement of the Association - then determine that the Association is "at fault" only after that insurer authorizes cleanup and restorative/remediation services to settle the claim with the Owner.
3. Then, and only then, do some HO-6 and rental unit insurance carriers submit a formal subrogation claim demand against the Association. This is totally unacceptable to the Association because, in this process, valuable evidence may have been removed or destroyed or disposed of, either intentionally or unintentionally, which could facilitate the Association's investigation into the claim and release the Association from liability responsibility for the damages.
4. In addition, some HO-6 or rental unit insurance carriers have demonstrated a lack of fiscal discipline and cost controls by authorizing unjustified costs for cleanup and restorative services which may include demands for reimbursement for items never covered by the Association's insurance, but which are clearly covered by the Owner's HO-6 or rental unit insurance policies.
5. In those instances, when the Association has agreed to submit a claim to the Association's insurance company, the Association will not authorize any payments by the Association's insurance company to Owners unless the Association Manager has participated in the selection of vendors and contractors to perform the necessary cleanup and remediation/restorative work. This assures that reasonable financial due diligence and responsible management oversight in the selection of vendors and contractors produce the most cost-effective claim settlement for the Association and Owner.
6. This approach protects all Association Owners since inappropriately overpriced claims paid by the Association's insurance carrier increase claims ratings which increase premiums which increase Association insurance costs for all 204 Owners. The availability of insurance at all and the steadily-increasing Association insurance premium costs demand that, for the protection of all 204 unit Owners, the Association Board adopt a responsible, due diligence-based, and cost-sensitive approach in dealing with Owner HO-6 and rental unit insurance carriers, and that the Board exercise the willingness to defend lawsuits against the Association regarding all decisions concerning acceptance or rejection of subrogation claims against the Association.

**F. A PRECAUTIONARY NOTE...**

The Association Board exercises due diligence in attempting to clearly present the Association's insurance coverages and each Owner's required minimum condo HO-6 or rental unit policy coverages. However, the Owner alone remains ultimately responsible to work with his/her personal insurance professionals and advisors to ensure that the Owner:

1. Understands the Association's insurance coverages and his/her required minimum condo HO-6 or rental unit policy coverages (including for the Association's damage claim deductible charged to the Owner).
2. Purchases and maintains at least the Association's minimum-required Owner's HO-6 or rental unit coverages.
3. Purchases any additional condo HO-6 or rental unit insurance coverage forms, endorsements, and levels of coverage, beyond the Association's minimum-required levels, which the Owner determines necessary to adequately protect his/her individual, family, and professional financial needs. This specifically includes adequate loss assessment coverage and adequate special peril coverage for sewer back-ups and water damage.

**As such, Association Board members and the Association Manager will try to answer and clarify Owner questions regarding the Association's insurance coverages and limitations as well as required Owner HO-6 or rental unit policy coverages. However, they in no way can offer expert or official advice or opinions on behalf of the Association to be relied upon by the Owners regarding specific HO-6 or rental unit insurance companies, policy provision interpretations, coverage levels, or any other aspects of HO-6 or rental unit insurance policies needed to fit an Owner's unique individual financial circumstances—all of which are best addressed by the Owner's insurance professionals and advisors.**

## **5. SECURITY SERVICES-ACCESS TO UNITS:**

**A. Approved Access To Waters Edge:** The Association's success in providing the most cost-effective security for Owners, family members, guests, and renters— as well as their units, decks, and watercraft— depends rather substantially on the ability of the Association and contract security personnel to timely know who is authorized by unit Owners to be in the complex— versus who is actually in the complex at any given time.

Long-standing Association rules for Owners to inform the Association when family members, guests, or renters will be visiting the Owner or using the Owner's unit when the Owner is not present— are:

1. The Owner needs to take 30 seconds to a minute to notify the Association office-- via email, telephone call (during normal office hours), or telephone voicemail on the Association's answering machine (24/7)--as far as possible in advance-- that the Owner is **either** expecting a visit by family members or guests when the Owner will be present--**or**-- the Owner or spouse has authorized family members or guests to use their unit when they will not be present. This notification best assists the Association if it includes the names of the family members or guests, their tentative dates of arrival and departure, and, if available, the approximate number of cars expected, the tentative morning, afternoon, or evening arrival and an emergency contact number.
2. The Association office coordinator will then provide security personnel with this information so that, when family members or guests arrive, required parking permits can be more-expeditiously issued and any questions answered at that time. Whether Owners are or are not present, family members or guests need to stop at the front entrance security station upon

arrival at the front entrance. If security personnel are out on rounds, family members and guests upon arrival need to call the security contact number of 573-480-6333. Arrangements can then be made for security to stop by the unit or for the family members or guests to stop by the security post at the main entrance to obtain the required parking permit and provide any additional required information.

3. For late last-minute arrangements when the Association office is closed, Owners can call the security contact number— 573-480-6333— to provide the above information. Security personnel will then notify the Association office coordinator when the office is next open.
4. **ALL OWNERS PLEASE NOTE:** If Owners have not so notified/authorized the Association or security personnel in advance of family members and guests using an Owner's condo when the Owner will not be present, when family members or guests arrive, security personnel will attempt to contact the on-file designated Owner or spouse at on-file contact numbers to obtain verification of the Owner's permission for these individuals to utilize the unit. Access to a unit will not be granted to family members or guests until such Owner contact has been made and permissions received. Such family members and guests will be provided with a summary copy of the Association rules and regulations.
5. Security is also responsible for carefully checking parking areas for Owner vehicles with permanent stickers and temporary stickers for family members and guests.
6. When properly pre-notified family members or guests arrive at the front entrance security gate, they will be asked for their names as well as an emergency cell phone contact, and the vehicle make, model, and license plate information will be recorded before the required parking pass is issued.
7. The Association recommends that Owners remind their family members and guests that they are expected to follow Association rules and regulations and that any penalties for non-compliance with these rules will be the responsibility of the Owner.
8. To improve the Association's security effectiveness in protecting Owner watercraft:
  - a. Rental unit Owners are reminded they are responsible to notify the Association before renters are permitted to utilize the rental unit Owner's watercraft slip as part of a short-term or long-term rental.
  - b. All slip Owners are reminded to notify the Association when a family member or guest will be using the Owner's slip for temporary storage/docking of boats and PWC's when using the Owner's unit regardless of whether the Owner is or is not present.

**B. Access to Individual Units:** All Owners are required to maintain a duplicate of all current access key(s) or lock codes to their units on file in the Association Office for emergency and special access to their units. Per the Bylaws, designated Association and security personnel are authorized to enter unoccupied units without specific Owner approval to conduct required inspections, investigate/correct actual/potential safety hazards, and ensure compliance with Association Rules and Regulations.

The Association Board arranges/schedules security services for the entire complex at appropriate times which utilize random unscheduled rounds. In addition, random rounds throughout the complex are often conducted by Camden County Sheriff's Department personnel. The security staff has been authorized by the Board to enforce the Rules and Regulations. When necessary, the security staff will seek the assistance of local law enforcement agencies.

**C. Related Matters:** The Association has authorized the temporary or permanent installation and use of security cameras and video recordings/monitoring for Owner and Association safety and security purposes. Security personnel specifically enforce Association rules requiring that permanent Owner and temporary guest or renter parking permits are consistently displayed to help assure that only authorized persons or vehicles are permitted in the complex.

If an Owner/spouse misplaces or forgets the unit access key, following presentation of valid identification, security personnel are authorized to grant access to the Owner's unit using the duplicate key retained on file in the Association Office. Other family members or guests will not be granted access unless the Owner can be contacted via telephone or has previously authorized such access with the Association Office.

For the protection of Owners, the Association enforces the "ASSOCIATION RULES FOR OUTSIDE CONTRACTORS AND TRADE/SERVICE PERSONNEL" policy (See Section 9) which require all such personnel to follow specific rules while in the complex. Owners should not provide copies of unit keys to such personnel since they are required to check in daily with the Association Office when arriving at or leaving the complex.

For additional requirements regarding renter access to Waters Edge and unit occupancies, please refer to Section 25.

**6. UNIT OCCUPANCY CAPACITY/LIMITATIONS:** The following rental and non-rental unit capacities are controlled by the regulations of the Lake Ozark Fire Protection District, Village of Four Seasons, Association Bylaws, and Association insurance requirements--and are strictly enforced:

- 1 Bed Room Unit = 4 persons
- 2 Bed Room Unit = 6 persons
- 3 Bed Room Unit = 8 persons
- 4 Bed Room Unit = 8 persons

**A.** Minors (under 18) occupying units without an adult (18 or older) present represent special liability, legal, and potential disruption concerns both for the Association and individual unit Owners. Therefore:

1. No Owner's minor children may occupy a unit without an adult present unless the Owner provides at least 24 hours prior written/email notification and permission to the Association Office.
2. Even with an Owner's permission, no Owner's minor child may occupy a unit with one or more other non-Owner's minor child unless at least one adult is present to be responsible for and supervise these minors.

**B.** An Owner's young adult children or grandchildren (usually about 18 to 22/23) may occupy units without the Owner present. However, the Association strongly encourages/requests that Owners remind such young adults of the Association's requirement that their behavior and that of any guests must not disturb the quiet enjoyment of the complex by other Owners, and that their failure to follow all applicable Association Rules and Regulations is the ultimate responsibility of the unit Owner.

**7. UNIT MAINTENANCE:** Each Owner is responsible for either performing or arranging and paying for, all required maintenance within his/her unit. Such routine or emergency maintenance or repair work must be performed in a quality, workmanlike, code-compliant manner by qualified personnel. For the protection of Owners, the Association enforces the "ASSOCIATION RULES FOR OUTSIDE CONTRACTORS AND TRADE/SERVICE PERSONNEL" policy (see Section 9) which requires all such personnel to follow specific rules while in the complex.

If emergency repairs are necessary to prevent damage to the unit or adjoining units and the Owner cannot be contacted in sufficient time to prevent such damage, the Association Manager is authorized by the Association Board to arrange for such repairs by Association personnel or outside contractors. The charges for such repairs are the unit Owner's responsibility.

- A. Heating and Air-Conditioning Systems:** Each unit must maintain a functioning heating system and air-conditioning system. Units without such systems may not be occupied. A unit without a reliable heating system exposes that unit and surrounding units to severe damage from frozen water and waste lines in the unit and those units sharing such lines. A unit without a functioning air-conditioning system subjects that unit and surrounding units to mold growth. Therefore, the Association Manager is empowered to arrange for temporary heating sources and dehumidification equipment to avoid such damage. The cost of such remediation equipment will be billed to the unit Owner.

Each Owner is encouraged to arrange a fall heating system inspection and a spring air conditioning system inspection. This should include careful attention to maintaining a fully-functional, free-flowing drain properly connected to the unit's waste drainage system. Owners are responsible for all damages caused by malfunctioning or leaking drains for heating and air-conditioning systems. Replacement of each unit's heating and air-conditioning system is the Owner's responsibility. The installation route for electric, control, and Freon supply/return lines between the interior unit and exterior compressor unit must be approved by the Association Manager.

- B. Water Systems:** Each unit must maintain a leak-free domestic water supply system. This includes an appropriately-installed code compliant main unit ball valve which completely shuts off the domestic water supply. The Association periodically inspects water systems. Any unit found without a functioning main unit ball valve, or full copper or PEX piping, or with any remaining Ultra-Flow pushbutton water system parts, including tubing and supply lines, will be required to have such non-compliant materials replaced immediately.
- C. Hot Water Heaters:** All water heaters must be installed to comply with applicable local plumbing and electrical codes. Those replaced after November 1999 must have a drip pan installed and an emergency discharge valve hose connected to the unit's waste drainage system in a manner compliant with local code requirements. Electric "tankless" water systems are permitted, but the installation of such systems, particularly the heavy electrical circuit and breaker requirements, must be reviewed with and approved by the Association Manager prior to installation.
- D. Toilets:** Owners should promptly repair broken/malfunctioning water flush valves to minimize wasting water and prevent possible overflow damage to their and adjoining units. Leaking wax rings should also be promptly repaired. Owners are required to replace water supply lines between wall shut-off valves and the toilet assembly with reinforced/braided stainless steel supply lines and/or other heavy-duty, reinforced long-life supply lines.
- E. Sink, Ice maker, and Dishwasher Water Supply Lines:** Owners are required to replace water supply lines to sinks, dishwashers, and icemakers with reinforced/braided stainless steel supply lines and/or other heavy-duty, reinforced long-life supply lines.
- F. Drains:** In units unoccupied for long periods, Owners should, when possible, arrange to have evaporated drain traps refilled to avoid unpleasant/unsafe sewer gas odors pervading the unit and adjoining units. Sewer and plumbing blockages are one of the Association's largest insurance claim and repair expenses for which Owners may be determined responsible for damages caused. Owners are reminded not to dispose of hot grease, paint, or corrosives in the kitchen disposal or other drains, and not to dispose of adult incontinence or feminine hygiene products in the sewer

system. Owners are encouraged to pour a cup of Dawn detergent into the unit waste removal system on a monthly basis to avoid grease build up.

- G. Flooring, Carpet-Carpet Cleaning:** Replacement and maintenance of all flooring throughout a unit is the unit Owner's responsibility. Except for existing flooring materials determined by the Association Manager to not comply with applicable fire or environmental safety regulations/standards, existing flooring installations as of August 15, 2016 have been grandfathered and considered to be in compliance with Association requirements.

Noise transmission from third floor unit floors to second floor unit living areas and from second floor unit floors to first floor living areas cannot be totally eliminated but can be significantly attenuated. Therefore, for any changes to flooring in all units after August 15, 2016, the following requirements apply:

1. Carpeting is not permitted in bathrooms or kitchens to comply with building codes and to eliminate the increased potential for mold in these high moisture retention areas.
2. When installing partial or full unit flooring replacements, ceramic tile, wood-wood composition, regular vinyl, and any other "hard surface"/non-carpet flooring materials, such materials must be installed, except in first floor units, with special sound deadening underlayment materials. Such materials continue to evolve each year with additional designs and approved materials available. Therefore, Owners must obtain approval from the Association Manager of the sound deadening material to be installed. Preference will be given to those materials which produce the highest sound attenuation levels.
3. When installing ceramic, wood/wood composition, regular vinyl, and other "hard surface"/non-carpet floor coverings, the existing subflooring structure must be preserved. Most buildings contain a three-quarter inch plywood subfloor covered by a 1 inch-1 1/2 inch "gypcrete" or equivalent poured cementitious flooring material to increase floor strength, fire resistance, and noise attenuation. Replacement of damaged or missing gypcrete with an equivalent cementitious poured flooring material is preferred, but the Association Manager may approve equivalent "concrete board" installations.
4. Any such flooring installations not complying with Items 2 and 3 will result in the Owner being notified that such installation must be redone as needed to comply with these requirements.
5. "Hard surface" flooring or sound-deadened, noise-attenuated padded vinyl sheet or plank flooring may be installed under the following requirements:
  - a. To reduce noise transmission through flooring as much as reasonably-possible, the Association Board requires that padded carpet or sound-deadened padded vinyl sheet or plank flooring should be installed in bedrooms and that noise-attenuated hard surface flooring be limited to entry areas, the main living area, kitchens and bathrooms. The specifications and sound transmission decibel ratings for sound-deadened padded vinyl sheet plank flooring must be provided to the Association Manager for his approval prior to installation.
  - b. If hard surface flooring already existed before August 15, 2016 in bedrooms, reasonably-sized area rugs must be utilized on such hard surface flooring by unit Owners after that date to reduce and attenuate noise transmission to the unit below.

c. Potential buyers must be informed that they will be expected to install area rugs in bedroom areas of units with hard surface flooring without such rugs which were “grandfathered” as of August 15, 2016.

d. Owners are encouraged to be "good neighbors" by also installing felt or other appropriate pads on table legs or chairs used in hard surface flooring areas. In addition, certain types of hard sole shoes create significant noise transmission problems as do pets with untrimmed nails.

e. Owners having carpet cleaned during high-humidity months must ensure that air-conditioning units are left on until all carpets are completely dry to avoid possible mildew buildup in common and other walls/flooring as well as ductwork.

**H. Pest Control:** Exterior pest control services are provided periodically by the Association for building front entrance areas. Owners are responsible for interior unit and deck pest control. All chemicals and control methods used by the Owner or outside services must comply with all applicable federal, state, and local legislative and regulatory requirements.

**I. Electrical Systems-Fixtures:** Repairs to unit circuit breakers, electrical wiring circuits, switches, outlets, and light fixtures are the Owner's responsibility. Any such replacement parts or equipment used must be appropriately sized and UL-approved devices installed in compliance with all applicable building codes. Owners are also encouraged to perform at least once or twice per year an easy to perform test of unit circuit breakers by turning each individual circuit breaker “off” and then back “on”. If the breaker remains in the “on” position, it is usually considered safe and functioning. If it will not remain in the “on” position, it probably needs to be replaced.

**J. Washer-Dryer Units:** Owners are responsible for ensuring that washing machine drain hoses are securely attached to the provided wall drains to prevent flooding damage to the unit or adjoining units. Since the Association provides softened water, Owners should moderate detergent usage—less is best. Owners are required to replace water supply lines between wall valves and the washing machine with reinforced/braided stainless steel supply lines and/or other heavy-duty, reinforced long-life supply lines.

The Association maintains a functioning dryer vent in each unit and will periodically clean as needed the exterior dryer vent guards. Owners, particularly heavy dryer users or full-time residents, are encouraged to also periodically inspect and clean dryer vents to prevent fire hazards.

**K. Smoke Detectors-Fire Extinguishers:** Owners must install and maintain at least two continuously-functioning smoke detectors in each unit, but are strongly encouraged to install and maintain additional detectors so that each bedroom, the hallway area adjoining the bedrooms, and living area adjacent to the kitchen have smoke detectors— All Owners are also required to keep at least one up to date “ABC”-rated fire extinguisher in service readily available in the unit and in close proximity to the kitchen area. Association staff periodically inspect the presence of such smoke detectors and fire extinguishers. (See Section 10-B for grill fire extinguisher requirements.)

**L. Complete Open Flame Fire Ban In ALL Unit Fireplaces:** The Association has determined that it is not possible from a cost or code compliance perspective to modify existing unit fireplaces to permit any open flame fires using wood logs, artificial logs or propane/natural/other flammable gases. **Therefore, any and all open flame fires in unit fireplaces are prohibited. Electrical UL-approved fireplace inserts are permitted.**

The Association notifies potential buyers of this open flame fire prohibition through the Association's Resale Certificate. All new Owners—as a condition of purchase--must acknowledge/agree to this



open flame fire prohibition when executing the Resale Certificate. To the extent possible, Association security and office personnel will reinforce this prohibition in written materials provided to all renters and guests in the complex upon arrival. However, Owners selling their units are reminded that they are ultimately responsible to notify realtors that unit fireplaces may not be used for any wood-burning or open flame fires. Rental unit Owners are ultimately responsible for notifying their rental agencies or all renters directly, if necessary, of this open flame fire prohibition. Finally, all other Owners are reminded of their responsibility to clearly inform other family members and guests using their units of this open flame fire prohibition.

If an Owner wants a fireplace totally removed/eliminated to increase available living space, this is allowed, but only following the Association's manager's approval of the plan to ensure the continued structural integrity of the building and adjoining units. Removal of the internal and external fireplace components will be at the Owner's expense.

## **8. UNIT ALTERATIONS/MODIFICATIONS/IMPROVEMENTS:**

- A.** The Association Board encourages Owners to modernize their units. This not only helps retain the unit's market value, functionality, and enjoyment potential, but also contributes to retaining/increasing the value of the entire complex. Cosmetic and interior decorating changes (wall paint colors, wallpaper), and replacements of carpet (See Section 7-G for "hard" flooring requirements), doors, molding, trim, fixed cabinets, vanities, countertops, toilets, sinks, faucets, and electrical fixtures do not require Association approval. **However, whether performed by the Owner, approved-qualified outside contractors or individual trades personnel arranged for and paid by the Owner, or a combination of these, no type of structural modifications or alterations of unit walls, ceilings, studs, floor joists, insulation, soundproofing, water system, plumbing system, electrical system, waste drainage system, or HVAC ducts may be made without the prior written approval of the Association Manager.**
- B.** The Owner is responsible for obtaining all required permits needed to comply with local code or applicable regulatory requirements. All outside contractors or individual trade personnel engaged and paid by the Owner for such work must meet local Village of Four Seasons business license requirements together with any applicable local fire and building code requirements for providing such services and must provide documentation satisfactory to the Association manager of Association required insurance and worker protection coverages. All work performed by the Owner or outside contractors engaged by the Owner must, unless specifically approved by the Association Manager, be performed between 8 AM and 5 PM Monday to Friday.
- C.** If an Owner himself/herself performs renovation work or pays for such work to be performed by an unlicensed general contractor or individual trade person, any interruptions of use or damage to surrounding units or Association common areas will be the sole responsibility of the Owner and not the Association. **Owners are strongly encouraged to verify with their unit insurance carriers that coverage for such work is provided by their policy and that the Owner will be appropriately covered, defended, and indemnified for any such damages or loss of use by other Owners or the Association.**
- D. TO AVOID ASSOCIATION FINANCIAL PENALTIES, THE OWNER IS RESPONSIBLE FOR ENSURING THAT ALL APPROVED-QUALIFIED OUTSIDE CONTRACTORS AND SERVICE PERSONNEL COMPLY WITH THE ASSOCIATION'S STRICTLY-ENFORCED "ASSOCIATION RULES FOR OUTSIDE CONTRACTORS AND TRADE/SERVICE PERSONNEL" POLICY (see Section 9).** All outside contractors engaged by the Owner are required to check in and check out of the complex daily through the Association Office. Owners must also inform such outside contractors that they must remove all construction-related debris and trash from the complex and are not permitted to use Association dumpsters for such refuse.

The replacement of windows, sliding glass doors, storm doors, exterior entrance doors and exterior light fixtures is the Owner's responsibility, but must be approved by the Association Manager to maintain Association building structural integrity and appearance continuity standards throughout the complex.

The Association, staffing permitting, offers limited unit renovation services at costs generally below or competitive with local contractors. Interested Owners should contact the Association Manager.

**9. OUTSIDE CONTRACTOR AND SERVICE PERSONNEL:** Owners are encouraged to invest in using qualified contractor and trade personnel to improve their units. Such projects not only enhance the "enjoyability" of units, but also increase the market values of improved units and the entire complex. However, for the protection of individual Owners and the Association from unnecessary liabilities and damage to their property, it is critical that such contractors and individual trade personnel paid by the Owner perform high-quality and code compliant work. It is equally important that they consistently meet/comply with long-standing Association policies governing how they conduct themselves while in the complex. Therefore, before engaging such outside personnel, all Owners need to clearly understand and comply with the policies governing contractors, subcontractors, tradesmen, and service personnel, together with their related responsibilities as Owners:

- A. All Owners must notify the Association Office as to when outside contractors or service personnel they have engaged will be coming on to Association property to provide services for the Owner. Unless the Association Office has received specific permission from an Owner, contractors or service personnel will not be permitted access to an Owner's unit.
- B. **All work to be performed by outside contractors or subcontractors must be reviewed with the Association Manager prior to commencement.** Before completed work is "buttoned up" or covered from view, the Association Manager must be notified so that such work can be inspected by Association personnel for appropriate compliance with applicable building and life safety codes, as well as specific Association requirements.
- C. **WITHOUT EXCEPTION**, all outside contractors and service personnel are required to daily check-in and check-out of the complex through the Association Office or security personnel. This assists Association personnel in carrying out their responsibility of knowing when outside parties are in the complex and why. Failure to do so subjects such outside contractors, trade personnel, or service personnel to being barred by the Association Manager from the complex not only for the current work, but future work as well.
- D. All outside contractors and subcontractors, and not the Association, are responsible to obtain and pay for all necessary permits from the Village of Four Seasons and/or the Lake Ozarks Fire Protection District Fire Marshal prior to commencement of work. They are required to so inform the Association Office that such permits have been secured and are responsible to post them as required. It is the contractor's responsibility to arrange and pay for any and all follow-up inspections by either regulatory agency. Final project completion certificates or other required proof of code compliance for work completed are the responsibility of the contractor to obtain, and copies must be provided to the Association Office.
- E. **All contractors, subcontractors, and outside service personnel must, prior to the commencement of any work, provide written proof of business licensure by the Village of Four Seasons and liability insurance and related coverages (workers compensation, general liability insurance etc.) required by the Association.** Any questions regarding such licensure or insurance coverage must be resolved with the Association Manager before work is permitted to commence. Current in-force certificates of such coverage are retained on file in the Association Office. If an individual tradesman or subcontractor intends to perform work under a verbal or written agreement with a general contractor, the subcontractor and individual

tradesman and general contractor must submit evidence of insurance coverage meeting the required limits to the Association Office before work commences.

- F. All contractors, subcontractors, and outside service personnel wishing to perform work in the complex, must provide clear and unambiguous evidence of current in force insurance coverage as follows: --\$1 million coverage for workers' compensation\*

- \$1 million coverage for general/comprehensive liability

\*Sole proprietor or single employee contractors may request from the Association Manager a reduction in the amount of workers' compensation coverage required but must submit for Association records any information requested by the Association Manager to justify such a reduction. The decision of the Association Manager regarding such requests is final.

- G. When an Owner permits an uninsured outside contractor, subcontractor, tradesman, or service individual such as a housekeeper to provide services in the complex, and if those individuals or their employees are then either injured or do damage to the Owner's unit, another Owner's property, or Association property, this exposes the individual Owner and the Association to costly and unnecessary litigation. If an Owner's individual insurance will not cover any resulting defense and damage award costs, the Association has no choice but to recoup payment of these damages and costs directly from the Owner.
- H. Any contractor or subcontractor who fails to comply with requirements as outlined in this policy, after being warned by the Association Office/Manager, will be subject to being prohibited by the Association Manager from entering or performing any further work in the complex.
- I. Any Owner intentionally failing to follow these requirements is subject to an appropriate penalty by the Association Board.
- J. The Association strongly discourages Owners from providing outside contractors, subcontractors, tradesmen, or service individuals (i.e. cleaning services and individual housekeepers) with keys to their units. Doing so encourages such personnel to avoid checking-in and checking-out daily of the Association Office as required by long-standing Association rules. In addition, the onus and responsibility fall entirely on the Owner, and not the Association, when items or personal property are missing from their units.
- K. Owners who personally perform renovation or improvement work, either with or without portions being completed by outside trade personnel, are reminded to first review and then comply with additional Association requirements specified in the Section 8.
- L. When "after hours" emergencies occur, the first priority is to mitigate damages and take any necessary steps to do so— specifically, to make emergency repairs and to prevent further damages to an Owner's unit or surrounding units. The Owner should contact security personnel. They will attempt to contact the Association Manager or, if he is unavailable, an Association Board member to inform the Association of the emergency situation. After the emergency repair has been made, Association personnel will inspect the repairs and an adequately insured licensed contractor or tradesman will be required to perform any additional required permanent repairs.

**10. DECK USE/ALTERATIONS/MODIFICATIONS:** Owners are granted a permanent easement to fully utilize and enjoy the Association-owned limited common area exterior decks attached to their units. In return, the Owner agrees to maintain such deck's cleanliness and appearance in compliance with the Association Bylaws and Rules and Regulations.

- A. **General Use:** Decks may not be used as a storage area or permitted to become unsightly. Care must be exercised to prevent water and other materials from falling on decks and areas below.

Flags, banners, chimes, and other decorations may be placed around deck areas only after Owners ensure that such items do not adversely affect other units.

- B. Grills-Open Flame Units:** Charcoal grills, turkey fryers, table or free standing fire pits, and outdoor open flame burners or heating units are prohibited on Waters Edge property including all common areas and deck areas, except as the Association Board may approve for common areas. The use of electric or gas grills is permitted so long as the Owner closely monitors their use and keeps them clear of railings and walls when in use. Owners are also responsible for ensuring that smoke generated by such units does not disturb other unit Owners.

**Consistent with rapidly-changing local fire codes in various jurisdictions, the Association requires that one “ABC”-rated fire extinguisher be constantly available within 10-15 feet of the grill at all times. In addition, from grill startup to complete cool down, grills must be moved from against the building walls and utilized only at the furthest distances possible from the building wall next to deck railings. Owners are reminded that periodic cleaning of gas grills is required to avoid grease fires and “flare-ups”.**

- C. Railings:** Towels, bathing suits, and other clothing may not be placed over deck railings for any purpose. Decorative items and plants may not be placed unsecured on such railings. Sitting on all deck railings is prohibited for Owner safety and liability prevention reasons.
- D. Decorative Deck Lights, Signs, and Decorations:** Decorative lighting on or around decks may be installed by owners on individual decks, but only in a manner which does not bother adjoining/surrounding deck owners. Such lighting may be used while an owner is occupying the unit but must be turned off when the owner leaves the unit for more than 24 hours. No signs of any kind are permitted on deck railings. Any deck wall signage/decorations must be limited to 2-3 and avoid bold colors, but utilize colors complementary to building siding, door, and trim color.
- E. Deck Ceilings:** Following review and written approval by the Association Manager, Owners may, at their sole expense, install under-deck ceilings utilizing Association-approved materials, colors, and installation methods. Such under-deck ceilings remain the property and obligation of the Owner, including all costs for cleaning, maintenance, and repair. The installation of ceiling fans and ceiling lighting is permitted so long as electrical supply line and equipment installations comply with all applicable local building codes. The Owner is responsible for obtaining any locally-required permits.
- F. Deck Exterior Closets:** The storage of propane tanks and partial or full gasoline cans and other flammable liquids in deck closets is not permitted for fire safety and insurance compliance reasons.
- G. Music Systems:** No permanent speakers or other audio/TV devices may be installed on deck.
- H. Deck Screens:** Following review and written approval by the Association Manager, Owners may use either temporary sun/privacy screens or install permanent roll-up sun/privacy screens. All such screen assemblies must be securely attached either to the deck posts, deck ceiling, or above deck joists. The color of such screens is subject to approval by the Association. Bold colors are discouraged. When not in use, such screens must be stored in the rolled-up position or removed and stored out of sight. Installation of permanent insect screening is not permitted. No solid clear or smoked sun or wind protection panels may be installed on deck ceilings.
- I. Deck Replacements and Extensions:** The Board permits all Owners on one side of a building to agree to fund the extension/enlargement of exterior decks. The specific obligations and responsibilities of building Owners are enumerated in the "Owner-Association Deck Enlargement

Contract" document available from the Association Office. The removal of existing deck closets during such projects is permitted and should be requested/specified during the initial design phase.

All Owners with enlarged decks are subject to increased deck maintenance and repair costs established by the Association Board in proportion to the size of enlarged decks to original decks.

- J. Smoking:** Smoking is permitted on decks. However, common sense, fire safety/insurance requirements, and simple courtesy to neighboring Owners require all smokers to properly extinguish and dispose of cigarette butts in appropriate containers/ashtrays. **TOSSING LIT OR EXTINGUISHED CIGARETTE/CIGAR BUTTS OFF OF DECKS IS PROHIBITED.**

**11. CABLE TV/INTERNET SERVICE/TELEPHONE SERVICE:** Basic Charter Communications (Spectrum) cable TV service and high-speed internet access are provided to each unit as part of the Monthly Homeowner Fees. Owners may arrange for traditional telephone landline services through AT&T and/or Charter Communications. No portable or permanent satellite dishes or other types of antennas are permitted in the complex for such or similar services. Any new or revised exterior wiring installations for such services must be approved by the Association manager.

**A. Charter/Spectrum Cable TV Service:** Owners must establish an individual Charter/Spectrum account directly with Charter for their unit to receive the single "no charge" set-top box required for cable TV service use. Owners may arrange and pay Charter directly for additional premium services and additional set-top boxes through this account. Owners must obtain set-top boxes and self-install them, or schedule and pay for installation directly by Charter. All service interruptions, repairs, and other support needs are provided directly by Charter and not by the Association

**B. Charter/Spectrum Internet Service:** The Association maintains a "bulk services" internet service agreement for Charter to provide high-speed internet services directly to individual Owners and their units. All reporting of service interruptions, repairs, and other support needs are directly handled by Charter and not by the Association.

In using this Charter internet access, all Owners are agreeing to:

1. Be bound by all Charter rules and regulations applicable to all Charter internet customers.
2. Review and be fully bound by and obligated to comply with Charter's "Spectrum Internet Acceptable Use Policy" available at [www.spectrum.com/policies/residential-terms.html](http://www.spectrum.com/policies/residential-terms.html) applicable to all Charter internet customers.
3. Review and be fully bound by and obligated to comply with Charter's "Privacy Policy" available at [www.spectrum.com/policies/spectrum-customer-privacy-policy.html](http://www.spectrum.com/policies/spectrum-customer-privacy-policy.html) applicable to all Charter internet customers.
4. Owners alone, and expressly not the Association or its other Owners, being responsible for the appropriate and legally-compliant use of Charter's internet service, and that any and all violations of such applicable regulations and laws, including civil judgments, criminal penalties, or financial damages, are solely the Owner's responsibility and expressly not that of the Association or its other Owners.

5. Charter's policy expressly prohibiting using Charter internet access for the posting or transferring of sexually-explicit images, material inappropriate for minors, or any material not in accordance with applicable laws.
6. Charter's provision of one "no charge" Charter modem per unit, only using Charter modems, and obtaining this modem from Charter and either self-installing it or scheduling and paying for Charter to install it.
7. Owner's responsibility to Charter for any lost, damaged, or unreturned modems or set up top boxes.
8. Charter's not providing any wireless connections, equipment or services which are the Owners responsibility to install, operationalize and maintain in a manner which does not interfere with the wireless signals of adjoining units.
9. Being responsible for obtaining, installing, and maintaining any necessary antivirus, firewall, or networking equipment or software programs, but also agreeing that no such equipment or software programming which interferes with the internet speed or reception of adjoining units will be installed or utilized.
10. Charter not providing individual Owner email addresses or capability.
12. **PERSONAL IDENTIFICATION:** Owners, guests, and renters are asked to carry some form of acceptable personal identification when using facilities and amenities so that Association and security personnel can verify that only authorized individuals are doing so. If such identification is not immediately available, Association and security personnel may ask that such identification be retrieved and presented.
13. **NOISE:** Excessive noise or extended periods of noise, whether caused by individuals, activity, machinery, electrical equipment, etc. is not allowed. Common sense and good judgment should be used in this regard. **"QUIET TIME" IS 11PM TO 8AM.**
14. **PROPER ATTIRE/BEHAVIOR:** Appropriate/proper clothing must be worn at all times. Vulgar language, obscene gestures, lewd behavior or actions, and illegal activities are prohibited.
15. **FIREARMS AND FIREWORKS:** The discharge of fireworks, other explosives or pyrotechnics, or firearms (guns), including BB guns, pellet guns, paintball guns, slingshots, archery equipment, or crossbows is not permitted on Association property. The transportation of firearms into and out of the complex and storage within units or vehicles must comply with all relevant federal and Missouri laws and regulations. Open carry of firearms outside of a unit within the complex, except for law enforcement personnel, is not prohibited.
16. **BUILDING-COMMON AREA OWNER-FINANCED LANDSCAPING, OR AMENITIES, DECORATIVE ITEMS OR HOLIDAY DECORATIONS:** To assure the continuity and acceptable appearance for all 204 Owners of the main entrance areas, individual building exteriors, and all other common areas, the Association has maintained since its inception the authority to control landscaping, placement of owner-financed amenities in common areas, and seasonal holiday decorations in all Association common areas. Individual Owners or groups of Owners wanting to propose, pay for, and maintain landscaping projects, Owner amenities or decorative features in common areas, or large seasonal holiday decorations should submit at least rough drawings showing the approximate area dimensions and other important features-proposed plantings, etc. to the Association Manager for approval. For Owners proposing landscaping around individual buildings, the Association Manager will ask for assurance that all other unit Owners in that building have been contacted and do not object to the proposed landscaping.

Any subsequent modifications or additions to the plans for these types of matters need to be approved by the Association Manager before Owners proceed, even if Owners are paying for these projects/decorations. Owners with "below ground limited common area courtyards" in the old-style buildings may also establish and maintain landscaping areas following approval by the Association Manager. Particularly in the old-style buildings, owners may, during recognized holidays, install special decorations/lighting in front entrance areas which does not disturb other building owners or provide an unsightly appearance. These decorations need to be removed by Owners, usually no more than one week to 10 days after the specific holiday.

To assure the Association's continuing reputation for maintaining a pleasing appearance and inviting atmosphere of the complex for all 204 existing Owners and potential buyers, the Association Board has authorized the Manager, in the event of frequent/significant complaints regarding the perceived inappropriate appearance of Owner-supplied and maintained landscaping, Owner-supplied amenities in common areas, and holiday decorations, to first request and then direct/require that owners appropriately maintain or modify such areas. In the event owners fail to do so or abandon an area or project, the Manager may remove the items involved, return the area to its natural state, and/or charge owners for the expense of doing so. If involved owners disagree with the Association Manager's decision, they may request review and modification of this decision by the Association Board.

Personal property items (bikes, kayaks, ice chest, lawn chairs, etc.) may only be neatly stored temporarily outside of units in common areas adjacent to an Owner's unit. In consideration of other Owners in the building and other Owners passing by, such storage should be limited to no more than 5-7 days. The Association Manager will contact Owners regarding cleanup of such areas together with a timeframe for doing so. No open flame fire pits or other open flame devices may be used in common areas without the written permission of the Association Manager.

Owners are not permitted to trim trees, shrubs, etc. The Association Manager should be contacted for any landscaping maintenance or tree trimming concerns. Requests for the trimming or removal of any trees by Owners should be made to the Association Manager. Following consultation with the Association's contracted arborist, the Association Manager will also usually contact other Owners in the building to determine whether or not they support such trimming or removal.

**17. DUMPSTERS-TRASH DISPOSAL:** Dumpsters for Owners, guests, and renters are provided conveniently throughout the complex. No yard waste, car-boat-golf cart batteries, tires, appliances, paint cans (unless dried out with kitty litter and the lids off) and hazardous materials are permitted to be placed in dumpsters. Removal of discarded items from dumpsters by anyone other than sanitation personnel is prohibited for Owner safety and insurance compliance reasons. Littering and burning of any type of refuse by Owners on Waters Edge property is prohibited.

**18. PETS:** The "condo community living" environment, by definition, necessitates that owners and their guests, comply with the Association's rules and regulations to assure that all Owners benefit from the "quiet and safe enjoyment of their units". This is a specific responsibility of Owners with pets. The Association Board believes that the vast majority of Owners with pets voluntarily and fully comply with Association pet-related rules. However, Owners need to timely inform security or Association personnel when these pet policies are being ignored by a small number of Owners or their guests. This will enable timely corrective action of such rule infractions and will enable the Association Board to deal with that small number of Owners who repeatedly do not follow such rules.

**A. NUMBER OF PETS:** No more than two domesticated dogs, or two domesticated cats, or a combination thereof, are permitted per unit. If an Owner can demonstrate ownership of no more than three such pets prior to August 15, 2016, that Owner may continue to keep these pets until the third pet is no longer living but must otherwise comply with all other revised requirements.

- B. PETS NOT PERMITTED:** No exotic animals or species, whether caged or uncaged, are permitted. By way of example and not limitation, this includes dangerous reptiles, monkeys or similar species, ferrets, parrots or similar species, rodents, pigs, or other mammals, etc. Owners may request exemptions for non-dangerous or non-aggressive species on a temporary basis from the Association Manager and Association Board. Such requests will be evaluated based upon individual facts and circumstances with the Board's decision being final.

Written requests by Owners for service or emotional support animals, other than dogs or cats, must be submitted to the Association's Board before any such animals are permitted in the complex. Because of current well-recognized uncertainties and sometimes-conflicting regulatory language and interpretations of the Fair Housing Act by HUD and the DOJ (ADA regulations do not apply to private condo complexes) regarding service versus emotional support animals, the Association Board will evaluate requests for such animals only after receipt of all regulatory-required information Owners must provide. The Board will, following consultation with legal counsel regarding any conflicting federal regulatory requirements (and only if necessary), either approve, attempt to negotiate a mutually-acceptable arrangement with the requesting Owner, or disapprove such a request.

- C. SIZE, WEIGHT AND TEMPERMENT:** It is the sole responsibility of Owners with pets to carefully evaluate and assure the Association and other unit Owners of the suitability of a specific pet, including when such pet is under the direct control and supervision of the Owner, family members, guests or longer-term renters. In determining this, the dog's breed, size, weight, and past demonstrated temperament must be carefully evaluated. Consistent with the Association's general insurance carrier requirements for coverage of residential pets, **Owners bringing any dogs into the complex are certifying to the Association and other Owners that the dog:**

1. Is not a trained guard dog or attack dog, has not, to the best of the Owner's knowledge, previously bitten or attacked other dogs or domesticated pets or humans, and does not have known behavioral tendencies or aggressive behavior causing it to have to be removed or restrained when people or other domesticated pets are present, passing by, or nearby.
2. Is covered under the Owner's HO-6 condo unit insurance policy coverage. Owners are cautioned that they, and not the Association, have the sole responsibility to place and maintain such coverage and whether or not their dog's breed is eligible for coverage by the Owner's specific insurance carrier. While not an exhaustive list, many insurance carriers, for example, will not cover purebred or part Pit Bulls, German Shepherds, Doberman Pinschers, Rottweilers, Chow Chows, Akitas, Wolf-hybrids, Cane Corsos, Great Danes, Mastiffs, Alaskan Malamutes, Siberian Huskies—or any other aggressive breeds.
3. Is of a size and weight and temperament that it is physically controllable/manageable at all times by the Owner or his family members or guests while on a leash at all times outside the unit.
4. Complies with the preventative vaccination and other applicable licensing requirements or relevant regulations applicable to pets in the Owner's permanent residence location.
5. Is not kept, bred, or used for any commercial purpose.

- D. OWNER CONTROL OF PETS:** Pets must be confined to the Owner's unit and must not, under any circumstances, be allowed to roam free or to be tethered/chained unattended outside of the unit. Because of the Association's ongoing problems caused by feral cats, this requirement also particularly applies to all pet cats. Pets must not be left unattended on decks, courtyards, or any areas outside of the unit. Dogs must be kept controlled on an appropriate leash at all times



outside of the unit so that they do not have the ability to jump up on or otherwise be a nuisance for nearby people or pets. Dogs are not permitted in the pool enclosure.

- E. OWNER RESPONSIBILITY FOR PET DAMAGES-INJURIES:** Owners with pets are responsible for any damage or injury caused by their pets. Any animal that attacks or inflicts injury on any resident or guest or other pet by jumping and biting must be removed from the complex immediately. The Owner (family member, guest or longer-term renter) is responsible for removing the offending pet. All such incidents will be reported to the Association. Any animal considered to be vicious or uncontrollable may be permanently banned from the property by the Association Board. In such instances, the burden of proof lies with the pet Owner. Should legal action be required to remove an animal from a unit or the complex, the unit Owner shall be responsible for reimbursing the Association for all costs associated with the removal, including legal fees. Non-paid fines imposed by the Board may, at the Board's discretion, be filed as a lien against the unit and such amounts will be charged the current Association interest rate for non-paid fees or monthly dues.

If an attack or other aggressive behavior by an Owner's pet causes expense to the Association not reimbursed by the Association's liability insurance carrier or the pet Owner's HO-6 policy, or if such behavior results in a premium increase for the Association's liability insurance, the Association Board may assess the Owner for such costs.

- F. OWNER RESPONSIBILITY FOR PET NOISE-NUISANCES:** Pet Owners are responsible for ensuring the rights of other unit Owners to the safe, peaceful and quiet enjoyment of their units, and that their health, and/or safety are not infringed upon or diminished by noise, odors, waste, or other nuisance. Unmonitored or uncontrolled barking by dogs or cats meowing or yowling may, following two requests from nearby unit Owners (which must be reported to security personnel or the Association Office), Association personnel, or security personnel, result in fines imposed by the Association Manager according to the then-current fines listed in the Association's website, and above that amount by the Association Board for more serious or repeated non-compliance. Such fines shall become immediately due and payable and its imposition shall not be subject to challenge by the Owner unless, within 7 days after the fine notice is given to the Owner, the Owner exercises his/her right of written appeal to the Association Board either via email or hard mail to the Association Office. Any dog Owner violating these policies four times in any 12-month period will also be subject, upon 30 days written notice by the Association Board, to banning of the pet from the complex. In all such matters, the Board's decision is final.

- G. FAMILY MEMBER-GUEST-LONGER-TERM RENTER PETS:** When family members or guests visit an Owner for 14 days or less, up to two additional pets are permitted, but Owners are strongly cautioned that non-compliance with these rules may require the immediate removal of such additional pets. Longer-term renters are permitted to have pets unless the rental unit Owner prohibits this, but it is the responsibility of both the rental unit Owner and long-term renter to fully comply with these rules. **Short term renters are not permitted to have pets present in rental units.**

- H. PET WASTE CLEANUP RESPONSIBILITIES:** Owners are responsible for assuring that they, their family members, guests, or longer-term renters fully and timely clean up after their dogs both inside the unit, on decks, and in all other common areas. They must carry a disposable plastic bag or some type of receptacle for this purpose and properly dispose of the pet waste, or, if available, must utilize the "pet station" bags located strategically throughout the complex. Owners failing to do so will be subject to fines by the Association Manager and Association Board.

- 19. SIGNS:** "For Sale" signs or similar signs of any type are not permitted in or on the windows, decks (other than those permitted in Section 10.D), or railings of the units at any time. "For Sale" signs may

be posted only on the common elements in conjunction with a real estate agent showing the property. These can only be posted during an open house.

Any signs or decorations hung or displayed in unit front entrance areas of “old-style” buildings” are limited to three and should avoid bold colors but use colors complimentary to the building siding, doors, and trim. All such signs are subject to Board approval. No awnings, canopies, shutters, radio, TV, or satellite antennas or other attachments of any kind may be attached to exterior walls without prior Board written approval.

**20. DELIVERIES:** Owners are permitted to have furniture, appliances, and other items delivered to their units, but should notify the Association Office or security personnel of the tentative date/time. For deliveries when the Owner is not present, the Association is not liable in any manner for the condition of the goods/items delivered, or for the security of such goods/items until the Owner returns.

**21. MAILBOXES:** Owners are permitted to rent mailboxes when available. This fee is listed on the Association’s website and available in the Association office, and is subject to modification after 30 days’ notice to Owners

**22. RECREATIONAL FACILITIES-COMMON AREAS: OWNERS, GUESTS, AND RENTERS**  
**ACKNOWLEDGE THAT PROVIDED RECREATIONAL FACILITIES ARE NOT STAFFED, SUPERVISED, OR CONTINUOUSLY MONITORED BY ASSOCIATION STAFF OR SECURITY PERSONNEL. THEREFORE, THEY ALSO ACKNOWLEDGE AND AGREE THAT THEY ARE USING SUCH FACILITIES AT THEIR OWN RISK AND ARE RESPONSIBLE FOR THE BEHAVIOR AND SAFETY OF THEMSELVES AND, PARTICULARLY, FOR MONITORING AND CONTROLLING THE BEHAVIOR AND SAFETY OF THEIR CHILDREN.**

**A. Swimming Pool: NO LIFEGUARDS ARE ON DUTY AT ANY TIME.**

1. Subject to maintenance needs, the pool usually is open for use in early April and closed in late September-early October.
2. No pets are allowed in the pool area.
3. Regular swimsuits/swimwear should be worn in the pool. No street or workout clothing (including cutoffs) is permitted.
4. Children 14 and younger must be supervised by an adult. Children over the age of 14 may require supervision based upon their behavior and/or swimming ability.
5. Running, pushing, shoving, unwanted, or excessive splashing and noise are prohibited.
6. No furniture or fixtures in the pool area may be removed from that area.
7. Large inflated rafts, water game equipment or other swim toys may be requested to be removed due to space limitations.
8. All audio devices must be played at a low volume and avoid disturbing others at the pool. As a common courtesy to other Owners, such devices are best used with ear buds/headsets.
9. Jumping from the clubhouse deck to the pool is prohibited. Substantial penalty fines will apply and violators will be banned from further pool usage.
10. NO SMOKING/USE of tobacco products, other substances, or “vapes” (electronic cigarettes) is permitted in the pool area.
11. Pool hours are: 9 AM to 10 PM-Sunday through Thursday  
9 AM to 11 PM-Friday & Saturday  
9 AM to 11 PM-Federal Holidays

**MULTIPLE SIGNS CLEARLY WARN THAT ABSOLUTELY NO GLASS CONTAINERS ARE PERMITTED IN THE POOL AREA. OWNERS ARE SUBJECT TO AN AUTOMATIC NON-**

**NEGOTIABLE SUBSTANTIAL MINIMUM AND/OR MAXIMUM FINE (LISTED ON ASSOCIATION WEBSITE)-FOR VIOLATION OF THIS POLICY BY ANY POOL USERS (I.E. OWNERS THEMSELVES, FAMILY MEMBERS, GUESTS, OR RENTERS).**

**WHEN GLASS IS BROKEN IN THE POOL AREA, STATE LAW REQUIRES DRAINING AND CLEANING THE POOL. THE RESPONSIBLE OWNER, IN ADDITION TO A SUBSTANTIAL FINE DETERMINED BY THE BOARD, WILL BE BILLED FOR THIS WORK, REFILLING, AND WATER CONDITIONING THE POOL. THE OWNER IS ALSO RESPONSIBLE FOR ANY OTHER POOL USERS INJURED DUE TO BROKEN GLASS.**

**AS A RESULT, AS A CONDITION OF POOL USE, ALL POOL USERS ACKNOWLEDGE THAT THE ASSOCIATION REQUIRES SECURITY PERSONNEL TO INSPECT COOLERS FOR ANY GLASS. A POOL USER REFUSING A COOLER INSPECTION IS REQUIRED TO LEAVE THE POOL FOR THE REMAINDER OF THE DAY.**

**IF A COOLER DOES CONTAIN GLASS, THE AUTOMATIC MINIMUM THEN-CURRENT FINE APPLIES AND THE POOL USER IS REQUIRED TO IMMEDIATELY REMOVE AND PROPERLY DISPOSE OF THE GLASS. FAILURE TO DO SO, OR ANY BELLIGERENT OR AGGRESSIVE BEHAVIOR OR LANGUAGE TOWARDS SECURITY PERSONNEL, RESULTS IN THE POOL USER BEING DIRECTED TO IMMEDIATELY LEAVE THE POOL AREA FOR A MINIMUM OF THE REMAINDER OF THE DAY. AFTER CONSULTATION WITH THE ASSOCIATION MANAGER, THE LOSS OF POOL ACCESS FOR THE REMAINDER OF THE POOL USER'S STAY MAY ALSO OCCUR.**

**B. Tennis Courts:** Hours of Operation--7 AM to 11 PM daily.

Proper tennis attire including appropriate footwear must be worn. Excessive noise is prohibited. The use of roller skates, roller blades, skateboards, or other similar equipment is strictly prohibited. Any litter/trash must be placed in the provided trash containers, and no glass containers of any kind are permitted. The Exercise Building Center adjacent to the tennis courts is for exercising only. It is available for unit Owners and their guests who, as with all such recreational facilities, use at their own risk.

**C. Basketball:** A basketball goal is provided on the tennis courts with rules for usage posted.

**D. Children's Playground Area:** A small playground adjacent to the Clubhouse is available. Playground rules and operating hours are posted there. Small children must be supervised by an adult.

**E. Clubhouse:** The Clubhouse is available for use by Owners from 9 AM to 11 PM daily, unless reserved by an Owner for a special function. For such special functions, reservations must be made with the Association Office, and an annually-established fee by the Association will be charged for its use. Those using the Clubhouse are responsible for cleaning up after each use. Wet swimming attire is not allowed inside the Clubhouse, and no glass containers are permitted on the Clubhouse outside deck area.

**F. Restricted Play/Activities Areas:** For obvious safety reasons, children should not play on stairways, fire escapes, hallways or other limited common areas. **Because of the very "hilly" terrain/topography in the complex, the use of skateboards, scooters, roller blades, and similar equipment is prohibited in all common areas due to insurance compliance and safety considerations.**

## 23. VEHICLES:

A. **Stickers:** All Owner and guest or renter vehicles including automobiles, motorcycles, golf carts, boats, PWC's and trailers entering Association property must be registered with security and/or the Association Office:

1. **Annual Owner Automobile or Motorcycle Stickers** are available to Owners of record as shown by Camden County property deeds and information on file in the Association Office. Units owned by partnerships and corporations must file appropriate paperwork designating persons authorized to sign on behalf of their unit.
2. **Temporary Guest Permits** for automobiles and motorcycles with expiration dates are issued to guests of Owners and renters and may be obtained at the Association Office or from security personnel at the complex entrance upon arrival.
3. Visitor Permits for automobiles and motorcycles may be issued for a day or short visit. Advanced notice should be provided to security personnel or the Association Office so that permits will be available in advance of arrival. Otherwise, security personnel will attempt to contact the Owner upon the visitor's arrival.
4. Other stickers for outside parties or persons conducting business at Waters Edge require the approval of the Association Manager.

B. **Parking:** Parking in areas other than those specifically designated for vehicle parking is not permitted, nor is parking of unlicensed vehicles or vehicles in need of repair. Repairing vehicles (other than minor emergency repairs) in parking areas is not permitted. No parking is permitted in front of marked yellow curbs. Vehicles may not be left for more than two weeks without being moved.

**On the three busiest major holiday weekends, or at other times determined necessary by security personnel, no more than two vehicles per unit Owner are to be parked in the parking lots adjacent to buildings. As a courtesy to other Owners, Owners with two vehicles and guests with vehicles are asked to temporarily park in one of the areas designated areas across from Buildings 5, 8, and 29. In addition, security personnel may direct renters to move one of the two permitted vehicles to these areas to provide available parking for owners.**

C. **Vehicle and Watercraft Washing:** Washing boats, PWC's, trailers, golf carts, motorcycles, or vehicles is not permitted in front of buildings. However, such vehicles may be washed in the area adjacent to the fish cleaning stand in front of the observation deck. Registered Owners of slips in the Marina may wash their boats and personal watercraft in their slips with environmentally-friendly soap.

D. **Other Vehicles:** The use of ATVs, UTVs, dune buggies, non-licensed scooters, non-licensed motorcycles, and other non-licensed or off-road vehicles is not permitted on Association property.

E. **Oversized Vehicles:** Except for unloading and loading, oversized vehicles must be parked for a maximum of seven days in the designated areas across from Buildings 5, 28, and 29.

24. **GOLF CARTS:** As an Owner amenity, the Association provides Owners with the opportunity to obtain permits to operate, maintain, and store golf carts in the complex. This amenity is considered a privilege which carries with it the golf cart Owner's agreement to fully and carefully comply with all the Association requirements specified below, and to operate the golf cart in a safe manner at all times. As

the Owner has agreed in executing the Association's Resale Certificate when purchasing his/her unit, before bringing a golf cart into the complex, the Owner agrees to sign the Association's current Golf Cart Agreement (current copy on Association website) obtain a permit to own and operate a golf cart after paying the annual cart permit fees, (listed on the Association website) agrees to its safe use as specified in the written agreement (available from the Association Office or Association website) and also agrees to operate and maintain the golf cart in compliance with the Association Rules and Regulations currently in effect, and as modified and periodically updated by the Association Board. The Owner specifically agrees to the following:

- A. The full current rules and regulations regarding safe golf cart use and the "Owner Golf Cart Agreement" are always available in the Association Office and on the Association website, which the Owner acknowledges reviewing as part of obtaining his/her initial permit, and annually renewing this permit.
- B. Prior to issuing the initial golf permit, in addition to the above requirements, Owners must meet with or contact the Association manager to review the Association rules and regulations governing safe golf cart operation.
- C. The annual permit and registration fee is listed on the Association website and available in the Association office and is subject to increase by the Board after 30 days' notice to permit holders. This fee is due and payable to the Association by January 1 of each year. Each golf cart (one per unit limit) must be annually registered with the Association Office by January 1.
  - 1. If not so registered and the fee paid by January 1, the Association golf cart fee doubles and the Association reserves the right to automatically rescind the permit.
  - 2. The initial fee payment, and any subsequent renewal fees, must be accompanied by a current Certificate of Liability Insurance in an amount no less than \$300,000 combined single limit for bodily injury and property damage covering the cart and its use and the executed Annual Golf Cart Permit Owner Compliance Statement included on the required annual Owner Information Form. Owners may also satisfy this requirement by submitting statements from a unit Owner's insurance agent or sections from the unit Owner's condo or permanent residence insurance policy clearly stating that golf carts are covered under those policies.
- D. **No permit holder may sell, barter, transfer, or gift a permit. The Owner understands and agrees that all permits terminate upon sale/transfer of unit Ownership and are non-transferable.**
- E. The Association reserves the right to tow and store, at an Owner's expense, any unregistered cart or cart not displaying a current permit number, and to levy appropriate financial penalties.
- F. **No children under 16 or Owners without a valid driver's license are permitted to operate carts.**
- G. Unless otherwise posted, the maximum speed for carts is 15 mph, and all carts must use permanently mounted/functioning headlights from dusk to dawn.
- H. Golf carts may not be parked closer than 4 parking spaces on either side of a building entrance, unless properly sharing a space in front of or behind a permit holder's car.
- I. When a golf cart permit holder is not on site, regardless of the season, his/her cart must be stored in designated storage areas— currently below Buildings 28/29, Building 5, across from Buildings 29 and 30, and behind the observation deck/storage building. The Association reserves the right to move non-compliant carts and include a fee determined by the board in the next monthly bill.

- J. Golf cart permit holders are expected to obtain a functioning cart within 90 days of receiving a permit. If not, the Association reserves the right, following 30 days' written or email notice, to terminate the permit and return the Owner to the permit waiting list, if one exists.
- K. Permit holders must maintain carts in a presentable and operable condition to avoid being classified as derelict carts. The Association reserves the right to inspect all carts. If the Association staff or security personnel identify a non-operable cart, the permit holder will be provided 60 days to return it to functional status. If not returned to functional status, the Association reserves the right to terminate the permit and move the cart to the Association maintenance/storage area for subsequent removal/disposal by the Owner, or, eventually, by the Association.
- L. **Cart operation while intoxicated, or in a manner determined by Association or security personnel as reckless or unsafe, is not permitted. If necessary, law enforcement will be called and, when appropriate, violators will be prosecuted.**
- M. All golf cart permit holders specifically agree that they, and not the Association, are fully and legally responsible for:
  - 1. The safe operation of their carts at all times, regardless of who operates the cart, and for any damages or injuries to themselves or other Owners or their property.
  - 2. Properly and fully orienting and training themselves and other cart operators to the capabilities, limitations, and safe operation of their carts.
  - 3. Thoroughly familiarizing themselves with the topography and cart path configurations in the complex.
  - 4. Exercising particular caution, attention, and appropriate speeds while navigating the sidewalk areas between Buildings 17 and 33 which golf cart permit holders acknowledge and agree have no or only limited physical safety barriers and on which permit holders acknowledge they travel at their own risk.
- N. **During busy weekends, particularly Memorial Day, July 4, and Labor Day, golf cart permit holders agree to park their carts behind their personal automobiles if sufficient parking is not available for other unit Owners. In addition, during such times, permit holders agree to observe any announced/posted one-way traffic restrictions while traveling the lakefront sidewalk between Buildings 17 and 33 or other designated areas in the complex.**
- O. **The Association reserves the right to immediately suspend/rescind cart permits for violations of "F", "L", and "N", or repeated non-compliance with other cart rules and regulations.**
- P. Only golf carts with a maximum seating capacity of 4 adults are eligible to obtain a permit. Extra passenger capacity larger carts are not permitted.
- Q. **FOR OWNERS SHARING GOLF CART PERMITS:** Two-unit Owners may share a permit. To add an Owner to an existing permit, the existing permit holder and new Owner being added must complete separate permit applications and agreements. The Owner being added must provide the insurance coverage verification listed above. If the joint Owners subsequently cannot agree to continued sharing of an existing-permitted cart, the original permit holder will maintain the permit and the added Owner will be returned to a waiting list, if such a list is in effect. For joint Ownership of new cart permits, the Owners must mutually agree and designate which Owner will retain the permit if the joint Owners cannot agree to continued sharing.

- R. Golf carts may only be washed in the area adjacent to the fish cleaning station and old Sewer Plant. Owners are reminded to utilize environmentally/lake friendly cleaning agents.
- S. **ALL PERMIT HOLDERS AND ANY OTHER CART OPERATORS AGREE THAT PEDESTRIANS ALWAYS HAVE THE UNQUESTIONED RIGHT-OF-WAY, AND GOLF CARTS MUST YIELD TO PEDESTRIANS ON WALKWAYS AT ALL TIMES.**
- T. For the safety of pedestrians and golf cart owners and their passengers, the following general specifications and general guidelines apply to all golf carts permitted by the Association after June 3, 2021. These generally follow the operating specifications of the three main market share leaders in golf cart sales—Yamaha, E-Z Go, and Club Car. **Unless a cart meets the following requirements, owners are required to provide the specs for the proposed cart to the Association manager for review and approval prior to bringing the cart on to Association property or operating the cart:**
  1. Top speed of the golf cart must be 20 mph or less.

AND

2. Engine displacement should be no more than 350-400 cc. Typically this translates to 12 to 15 hp. "Juiced-Up" engines for additional displacement or horsepower and carts with disabled or modified speed governors/limiters are not permitted.
3. Width of the cart should be no more than a two-person Yamaha, Club Car, or EZ Go golf cart (two rear-facing passengers are permitted). This translates to approximately 94 inches long, and 48 inches wide. Four forward-facing person or six-person golf carts are not permitted.
4. Engine noise should not exceed Yamaha, Club Car, or EZ Go dB levels.
5. Owners may "trick out" their golf carts with high profile tires and special wheels, but the overall width of the golf cart with tires must remain as specified above because "extra wide" carts not properly parked in lakeside cart pull off areas can block both golf cart and pedestrian traffic.
6. Owners may also "high-rise" the suspension of the golf cart unless the manufacturer recommends against it or it is so extreme as to represent an obvious safety hazard (i.e., tip over) when operated.
7. Electric carts are not permitted. Experience with such carts over the years has shown that many simply lack the power to climb the very steep hills in the complex. In addition, the Association does not have the infrastructure required for charging such carts in the form of outlets in long-term parking areas or near condo buildings. And, the alternative of running extension cords from units to golf cart parking areas is simply both a safety hazard and impractical as well.
8. All carts must be satisfactorily geared to consistently handle the steep elevations within the complex.

**25. UNIT RENTAL POLICY:**

- A. **GENERAL RENTAL UNIT REQUIREMENTS:** The Association must balance the desire of unit Owners to use their individual units as they desire with the Association's responsibility to adopt reasonable unit rental policies to control such rentals. The Association Board recognizes that some Owners may wish to rent their units to outside parties ("renters") on a short-term rental basis ("short-

term rentals”) of 60 days or less, while other Owners may wish to rent/lease their units for longer periods (“longer-term rentals”) of more than 60 days.

**1.Total Rental Units Permitted:** The Association Board limits the total number of units available as rental units at any given time so that:

- a. The total short-term rental units permitted remain at or below the lesser of 10% of total units or below the percentage of rental units permitted for all units to be eligible for participation in the programs of relevant federal mortgage funding or guarantee agencies (FHA, VHA, Freddie Mac, Fannie Mae, etc.). Total long-term units are limited to 5% of total units.
- b. If these limits have been reached, owners wishing to rent their units may request that their units be placed on a short term or long-term rental unit waiting list in the Association office until other units on this list cease being rental units either because these units are sold, rental unit owners decide to or do not pay the Association rental unit fees at all or in a timely manner.
- c. The quality of life, enjoyability, and “quiet enjoyment” by all 204 owners of their units is protected and enhanced.
- d. The safety and security of owners, their families, guests, and renters are preserved and enhanced.
- e. The market value and marketability of all 204 units is preserved and enhanced.
- f. The Association's insurance carrier has noted that condo complexes with high percentages of rental units (not present at Waters Edge) traditionally experience greater claims frequency which translate into increased condo Association premiums for all 204 owners.
- g. The Association's own experience demonstrates additional direct and overhead costs of rental units including, but not limited to, renter check-ins, scheduling paperwork, security notifications, security interventions for problematic short-term renters, management and Board time for problem resolution/owner fines related to problematic short-term renters and the significant time and attention of all parties involved, particularly when intervention from local law enforcement officials is required.
- h. RENTAL UNIT APPROVAL DOES NOT TRANSFER WITH THE SALE OR PURCHASE OF A UNIT.**

**2. Rental Unit Notification to Association/ Association Approval:** The Association requires that the Association Office be annually informed -- by no later than the close of business on December 31 of each year-- of all units publicly advertised or marketed for rental purposes. To achieve compliance with the very reasonable Association rental unit rules designed to protect all 204 Owners, the Association Board has no choice but to levy significant penalties for non-compliance up to and including fines and loss of Association approval to rent a unit. In addition, the annual "Owners Information Form" includes a question whether the Owner's unit is used for an Association-approved long-term or short-term rentals as defined by the Association as well as rental unit insurance details.

To assist rental unit Owners in knowing whether their unit is appropriately listed as a rental unit, the Association Office maintains a listing of the rental units approved by the Association. If an Owner's unit is on this list but the owner no longer wishes to maintain the choice of renting his/her unit, the Owner needs to call or email the Association Office and so inform the Office Coordinator.



**3. Rental Unit Insurance Coverages:** Rental unit Owners are responsible to ensure that their personal rental unit insurance policies (very often very different than normal condo HO-6 coverages) cover long-term or short-term renters. Association personnel may contact rental unit Owners to verify/clarify such coverage when they annually submit to the Association Office the unit insurance coverage verification required for all 204-unit Owners.

**B. SHORT-TERM RENTAL UNIT REQUIREMENTS AND FEES:** Owners who do not rent their units do not subsidize the additional direct and overhead costs of short-term rental units. To avoid such subsidization, Owners wishing to short-term rent their unit(s) will be initially notified via and acknowledge on the Missouri-required Unit Resale Certificate for that unit that, in addition to obtaining Association approval for the short-term rental of their units prior to any rentals, the short-term rental unit Owner will be subject to an Association annual fee due no later than the close of business on December 31 (strictly enforced). This fee is listed on the Association's website, available in the Association's office and is subject to modification after 30 days' notice to owners.

1. Association and security personnel need to timely know who will be renting units and when—and need confirmation that short-term renters are aware of the Association's Rules and Regulations with which they must comply in order to enable the Association to effectively protect the safety and property of 204-unit Owners, their families, their guests, and the renters themselves.
2. The Association Board has established a definition for a short-term rental unit to enable the Association Board and Association Manager to assure all 204 Owners that the Association and security personnel timely know which rental units are available to short-term rent, defined as, generally, rentals 60 days or less which are:
  - a. Handled by local or national bricks and mortar or web-based companies which provide availability advertising and rental scheduling and/or payment services to Owners to handle their rental units.
  - b. Handled by individual rental unit Owners who inform/notify the public via Internet or print or any other public channels/notifications/advertisements of the availability of his/her unit(s) for rental.
  - c. Owners failing to notify the Association of any such rentals are subject to significant fines and loss of rental privileges.

**3. Registration and Check-In Procedure Compliance:**

- a. Short-term rental unit Owners or their rental agencies are responsible to timely notify the Association Office in advance of all required information when and by whom their units will be rented by short-term renters. The current updated packet of required forms/paperwork is available for reviewing/downloading from the Association website.
- b. Rental unit Owners should provide such periodically-updated informational packets to individual short-term renters or to their rental agencies as soon as possible to avoid unnecessary rules compliance problems.
- c. As clearly required in this periodically- updated information packet, when short-term renters arrive at the complex, they are expected to notify security personnel of their arrival and status as short-term renters as part of the process for obtaining a required specially-colored parking

pass— before occupying the rental unit. If security is not immediately available while out on security rounds, the short-term renter is expected call security and return to the main entrance security station (or check or visit with the Association Office while open) to obtain the required parking pass and ensure that all required short-term renter information has been obtained. For insurance reasons, short term renters may not utilize the pool or other common areas until they have contacted security personnel and obtained their parking passes and physically occupied the rental unit.

- d. The Association Manager requires of the Association's contracted security service that any vehicles not displaying a required parking permit be identified on routine security rounds. If the Owners of these vehicles cannot be located, they will be left a ticket/notification to immediately obtain one from security or from the Association Office. Absent some special mitigating circumstances, failure to do so will result in a fine for the short-term rental unit Owner and possible towing of the renter's car off property.

#### **4. Other Related Short-Term Rental Requirements:**

- a. **No rental unit Owner may rent a short-term rental unit to a person less than 25 years of age and must include in any agreement between the rental unit Owner and the renter that any persons occupying the rental unit, under the age of 25, must be supervised by a person at least 25 years of age.**
- b. Short-term renters are not permitted under any circumstances to utilize the golf carts with Association permits granted to short-term rental unit Owners. The liability risk to all 204 Association Owners for damages from knowingly permitting short-term renters unfamiliar with the Association's golf cart paths/ challenging terrain is significant.
- c. Short term renters are not permitted to have pets present in rental units.
- d. Short term renters are not permitted to store watercraft trailers or oversized vehicles on Association property and should use nearby marinas for such parking between April 15 to September 15 (the Association's "busy season"). Between September 15 and April 15, the Association manager is authorized, but not required, to grant approval for such requests to short term rental unit owners on behalf of their renters.
- e. Rental unit Owners are responsible to notify outside rental agencies they utilize of the Association's current, and any subsequent modifications to, rental unit policies as well as other applicable rules and regulations.
- f. All short-term renters are responsible to arrange and pay for any desired insurance coverage for personal items. In the event of any catastrophic damage, other damage, or destruction of the unit, all renters agree that the Association and its insurance carrier are not in any way, shape, or form responsible for any renter contents in, surrounding, or adjoining the unit.

#### **C. LONG-TERM RENTAL UNIT REQUIREMENTS AND FEES:**

- 1. The Association strongly recommends, but does not require, that Owners obtain a credit check for potential renters, together with appropriate security deposits. The collection of overdue rental payments, damage deposits, or other debts owed by renters to rental unit Owners is strictly the responsibility of the rental unit Owner and not in any way that of the Association.

2. The Association requires the rental unit Owner or rental agent to pay a processing fee (available on the Association's website) and obtain a criminal background check on the potential renter. Copies of such background checks must be provided to the Association Office before the rental/lease contract is finalized between the renter and the rental unit Owner or rental agency and before a renter occupies a rental unit.
3. The Association Manager will review the criminal background check and, if any criminal or serious misdemeanor offenses are discovered, he has been delegated authority by the Association Board to make the final decision whether a potential renter with such offenses is suitable for renting a unit in the complex. The Association Office will notify the rental unit Owner or rental agent of this decision upon completion of this review. If the rental unit Owner disagrees with the Association Manager's decision, the rental unit Owner may appeal this decision, in writing, to the Association Board. The Association Board's decision in such matters is final.
4. Long term rental unit Owners not wishing to expend the time to obtain credit and/or required criminal background checks may require their rental agent to do so, or have this service provided by the Association. The fee for this service is listed on the Association website and available in the Association's office and is subject to modification after 30 days' notice to owners.
5. To avoid misunderstandings concerning the various rules and expectations applying to renters in the Association Rules and Regulations, and specifically those in this rental policy, the Association recommends that, before or at the time the rental agreement is signed, the rental unit Owner or rental agent should provide a copy and review with the approved renter the current Association Rules and Regulations and this Unit Rental Policy.
6. All longer-term renters are responsible to arrange and pay for any insurance coverage for personal items through appropriate apartment dweller contents coverage or other applicable insurance forms recommended by their insurance professional or as required by their rental unit Owner. In the event of any catastrophic damage, other damage, or destruction of the unit, all renters agree that the Association and its insurance carrier are not in any way, shape, or form responsible for any renter contents in, surrounding, or adjoining the unit.
7. **For "intermediate" rentals over 21 days but less than the 60-day long-term rental minimum, an owner approved to long term rent his/her unit may, with the Association Manager's approval, rent his unit for less than the 60-day minimum. The Association manager is authorized by the board to either require or waive the background check requirement for such limited rental arrangements between 21 days and the 60-day long-term rental minimum.**

#### **D. REQUIREMENTS FOR BOTH SHORT-TERM AND LONG-TERM RENTERS**

1. Before all approved short or longer-term renters are permitted to occupy a rental unit, they must have been provided with a copy of the relevant Association Rules and Regulations, obtain required vehicle registration stickers, provide all required identification and emergency contact information, and sign a Rental Policy Acknowledgement form in which the renter agrees that:
  - a. The renter, his/her family, and guests will abide by all current Association Rules and Regulations applicable to all Owners, their families, and guests.
  - b. In the event of a serious violation of an Association rule or regulation, repeated violations of various rules and regulations, or any and all suspicious or actual occurrences of disruptive or criminal behavior by the renter, his/her family or guests— as determined solely by the Association Manager —the Association may demand that the rental unit Owner immediately evict the renter, consistent with any then-applicable notice requirements.

- c. If the rental unit Owner refuses to evict the problematic renter upon the Association's demand, the Association Manager will institute any and all legal action applicable to the renter or rental unit Owner to force the expedited eviction of the problematic renter. The cost of such eviction will be charged to the rental unit Owner.
- d. In the event of any suspicious or actual behavior by renters which might lead to damage to the rental unit or surrounding units, or to any other Association property—or which might lead to harm to other Owners, their family members, or guests—the Association Manager and security personnel are authorized to immediately report such suspicious or problematic behavior to appropriate local law enforcement agencies without prior notice to the renter or rental unit Owner.
- e. Rental unit Owners are responsible for any damages caused by the renter, his/her family, or guests to the rental unit, surrounding units, or the Association's common elements/amenities, and are responsible for paying for any portion of the Association's insurance deductible resulting from a claim for such damages.
- f. **No rental unit Owner may rent a longer-term rental unit to a person less than 21 years of age and must include in any agreement between the rental unit Owner and the renter that any persons occupying the rental unit, under 21 years of age, must be supervised by a person at least 21 years of age.**
- g. The subletting of any rental unit by the renter to another outside party is expressly prohibited.
- h. The Association Board periodically reviews and modifies rental unit guidelines and rules based upon any changes necessary to maintain the safety of renters and the safe and quiet enjoyment of all other units by Owners, their families, and their guests.
- i. The current Association rental unit rules and required documentation from rental unit Owners and renters are available on the Association website.
- j. **On the three busiest major holiday weekends, or at other times determined necessary by security personnel, no more than two vehicles per unit Owner are to be parked in the parking lots adjacent to buildings. As a courtesy to other Owners, Owners with two vehicles and guests and renters with vehicles are asked to temporarily park in one of the areas designated areas across from Buildings 5, 8, and 29. In addition, security personnel may direct renters to move one of the two permitted vehicles to these areas to provide available parking for owners.**
- k. **Renter Building Code – Fire Safety Standards Agreement by Renters:** All rental unit Owners must include a provision in all current and future short and longer-term rental agreements or leases not later than April 1, 2017 which specify that:  
Renter agrees that:
  - 1.) The ultimate responsibility rests with the renter or his/her guests for appropriate preparation and planning for fire emergencies. This includes knowing each unit's two escape routes – the front entrance/stairway and rear deck fire ladder (one of the lake area's few complexes with a second fire exit pathway); the location and proper operation of exterior Association provided fire extinguishers (one for every two units) and inside fire extinguishers required by the Association; promptly notifying the rental unit Owner or Owner's designated property management company of any malfunctioning Association required and additional installed optional smoke detectors; and complying with all other established Association fire

safety requirements (i.e. grills, fireplaces, etc.) in the current Association Rules and Regulations available in the Association office or website.

2.) The renter's unit was constructed in the 1970's in full compliance with then -current applicable fire safety and building codes regarding building materials, emergency exits/fire escapes/exit stairways, fire alarm and suppression systems, etc. These codes have become more restrictive during the ensuing years. Therefore, recently constructed condo complexes must meet these newer codes with additional requirements. However, as currently interpreted by local and state fire safety and building code regulatory agencies having jurisdiction, Waters Edge, like all lake area complexes of similar age, does not have to comply with the newer codes – only with the codes in effect during original construction in the 1970's. The renter agrees that the rental unit complies with all safety requirements applicable when originally constructed but is not required to comply with current 2012 International Building Code requirements.

3.) However, the Association continues to periodically pursue and communicate to all Owners carefully-evaluated, cost-effective, and feasible fire safety improvements and facilities modification not required by the 1970's codes (fire hydrant network throughout the complex, electrical distribution system preventive maintenance and upgrades, etc.) which substantially improved Owner-occupancy fire safety, and periodically presents such matters for evaluation and approval by a majority of all 204 Owners in the complex.

**26. BOAT DOCKS— WATERCRAFT AND TRAILER STORAGE--LIFTS:** Only Owners who have purchased slip leases are permitted to use and dock their watercrafts in the Association's docks and slips. Each slip lessee must strictly follow their lease provisions. A copy of the current standard Association slip lease is available from the Association Office or Association website.

**A. General Lease Provisions Requirements:**

1. For dock structural preservation and damage prevention as well as slip management-maintenance requirements:
  - a. Owners must list on their annual Owner Information Form any boat or PWC or other watercraft (kayaks, canoes, etc.) kept in a slip leased from the Association.
  - b. To comply with Ameren dock permitting requirements, all watercraft must fit into any leased boat slip without extending past the dock's interior walkway or past the dock's roof drip line.
  - c. Any watercraft in a slip with a lease executed after November 15, 2016 which does not fully meet these requirements must be moved to a slip in which the watercraft fully meets them.
  - d. Watercraft on file in the Association's office as listed on a slip lessee's current Owner Information Form with a lease executed before November 15, 2016 and not extending past a dock's roof drip line by more than 18 inches when properly moored in the boat slip are "grandfathered" from this length requirement. However, any different or replacement watercraft subsequently moored in such a grandfathered slip must not exceed the limits listed for boats after November 15, 2016 (such slip lessees are grandfathered only for their existing watercraft currently on file in the Association office).
2. Owner agrees to annually notify Association of the brand, model and other related information

regarding the watercraft to be docked in slip in the annual Owner Information Form, submission of which is required of all Owners, or within 10 business of any change in watercraft docked in slip.

3. Owner agrees that, if his/her unit is sold but the rights to Owner's lease(s) for slips are not part of the unit sale or a separate sale, the Owner must so notify the Association manager and whether any watercraft remain docked in them. The Association manager is empowered to work with the Owner to allow continued temporary watercraft storage until the Owner can make arrangements to relocate the watercraft to new quarters. During this grace period, which normally does not exceed six months, the Owner must timely pay the Association all slip fees due. The Association manager may extend the grace period for up to another six months, but not to exceed a total of 12 months, because of special Owner circumstances and good faith efforts to complete a sale. After 12 months, the Owner's lease Ownership will terminate and the rights to the lease will revert to the Association for subsequent sale or disposition.

#### **B. General Use Requirements:**

1. Slips are to be used only by their Owner slip lessees, their guests and their renters.
2. Watercraft and personal property on the docks are private property. Unauthorized use or tampering with such items by others is not permitted.
3. As required in the Association's Watercraft Slip Lease, and to help assure the safe use of and full access to the slips, slip lessees agree to make no additions, changes, or modifications to their leased slip or surrounding dock, dock support structure, dock roof support structure, dock central walkway, and walkways between slips without the approval of the Association manager. Slip lessees also agree to keep these areas free from boxes, chairs, coolers, lockers, or any other equipment, paraphernalia or personal property-- anything which blocks the free access of adjoining slip Owners to fully and safely have access to and utilize their slips. This includes various types of inflated water sport "towables" (tubes, rafts, boats, and any other "toy-type" towables).
4. Children under 14 must be accompanied by an adult when on the docks. Children under the age of 7 must wear a personal flotation device (life jacket) while on the docks.
5. **ABSOLUTELY NO SWIMMING IS ALLOWED IN THE MARINA AREA.** The Marina is a potentially dangerous swimming area with many dangerous anchoring cables to hold docks in place. All docks and boats have electricity to them which can, on occasion, malfunction and charge the water around a dock--and result in severe shock or electrocution. There are no ladders installed or permitted for getting in or out of the water.
6. Other than wheelchairs, no type of motorized vehicle, skateboard, roller skates, roller blades, or similar equipment is allowed on docks and walkways.
7. **THE "NO WAKE" SPEED IS MANDATORY INSIDE BUOYED AREAS AND STRICTLY ENFORCED FOR ALL WATERCRAFT.**
8. Tarps and other materials for decoration or wind barricades are not permitted on the docks.
9. Any type of special electrical wiring, other than the 20-amp receptacles provided, may not be installed or modified without the specific permission of the Association Manager. Storage of any items is limited to the dock locker provided. Dock utilities provided (electricity and water) are restricted for use by slip lessees.

10. Fishing access to each dock is restricted to slip lessees, their guests and their renters. Fishing is allowed along the shoreline for all unit Owners, their guests and renters. Fish cleaning is limited to the cleaning station adjacent to Dock W--cleaning fish on any docks and walkways is prohibited.

### **C. Dock Lockers:**

1. Per the Association's Watercraft Slip Lease with the Owner, slip lessees agree that the Association—and only the Association—will provide one dock locker per leased slip uniformly located as with other lockers on a particular dock. Such lockers may not be relocated to the other side of the slip.
2. Slip lessee shall not permit storage of flammable fuels, oils and chemicals or other flammable items in this locker.
3. Effective August 1, 2017, any slip lessee with two dock lockers not complying the slip lease one dock locker restriction will be grandfathered and may retain and use such lockers until the Ownership of the slip lease changes, but only if the sizes of the lockers do not exceed the Association's approved dock locker dimensions. Once the slip Ownership changes, one of the lockers will be removed from service and the new slip lease Owner will be limited to use of only one dock locker supplied by the Association.
4. Effective August 1, 2017, any additional lockers added by a slip lease Owner beyond the one dock locker per slip restriction will be removed by the Association.
5. Because Dock F and Dock N slip lease Owners have paid for the additional space and amenities not available on other docks, there is a maximum of 4 standard-sized Association-approved dock lockers per leased slip. For continuity of appearance, and to avoid blocking views, and for safety reasons, any storage lockers or units used instead of dock lockers should not block walkways or exceed the height of the front dock wall or wall between slips. Furniture colors should be consistent with the majority of existing furniture.
6. To assure safe and unobstructed convenient access to slips for all slip lessees via the dock main walkways and walkways between slips, the Association strongly recommends that, as most slip lessees currently courteously do for other adjoining slip lease Owners, all non-watercraft sport "towable" and other water toys/pads/equipment should only be stored within the confines of the slip itself— usually on the slip Owner's boat, or other storage methods approved by the Association manager. However, such equipment (i.e., swim platform) may be securely stored in an upright vertical position immediately next to the dock locker, but only if it can be securely stored so that it does not extend beyond the dock locker depth into the walkway separating the slips. Because the capability to secure such equipment to the top of dock lockers varies widely based upon the various dock locker shapes and configurations, such storage top of a dock locker, other than when a boat is in use, is not recommended or permitted.

### **D. Kayaks, Non-Powered Watercraft, And "Retractable" Boat Covers:**

1. Kayaks and other non-powered watercraft and towable devices may not be stored on the walkways between slips, on the main dock center walkway, or stacked on top of the one permitted storage locker.
2. Slip lessees may:
  - a. Store their kayaks on their boats when docked--with the watercraft lift in the elevated position. When the boat or PWC is being used, the kayaks may be stored securely on

the boat lift itself in the raised position.

OR

- b. Install elevated storage brackets or other elevated storage systems specifically approved by the Association manager from the limited list of acceptable systems maintained and periodically-updated by the Association which maintain an acceptable appearance and will not in any way compromise the structural integrity or weight load limitations of the dock roof support systems.
3. Any such system may only be installed on the inside of the dock roof support metal posts facing/adjoining the slip itself — the interior of the boat slip. Any such approved storage brackets or system may not be installed on the walkway side of the metal posts separating the two slips—and may not impinge in any way on the main dock central walkway.
  4. The number of kayaks or other non-powered watercraft or towable devices permitted to be stored within the confines of a slip will be determined by the Association manager based upon the structural configuration of the dock and dock roof support assembly. The type of storage brackets specifically permitted for this purpose are available from the Association manager for installation at the slip Owners expense. Under no circumstances, may this equipment be affixed to the posts by drilling through them. Rather, the Association manager will provide an alternate installation method such as U-bolts.
  5. Non-slip Owners, their guests, or renters may utilize the two boat ramps to launch and exit their kayaks or other non-powered watercraft. However, such Owners are encouraged to exercise maximum awareness to the presence of other powered watercraft for safety reasons. These may be stored temporarily while in the complex in areas where boat and PWC trailer parking is permitted, so long as they are stored in such a manner as to not block any traffic. To maintain appearance standards in the complex, such non-powered watercraft may not be stored in other landscaped/grassed areas.
  6. Permanent installation of any “above slip” retractable type boat covers must be approved in advance by the Association manager after careful consideration of the weight and installation method for a particular manufacturer. The Association manager may refuse installation of any retractable boat covers which, in his opinion, may compromise the weight loading limitations or structural integrity of the dock roof support system.
- E. Watercraft And Other Trailer Storage:** Watercraft and other trailer storage on Association property or adjacent to the Marina is temporary, and permits must be secured by Owners or their guests from security personnel. The maximum time a watercraft trailer owned by the lessee of a dock slip with a watercraft in a leased slip may be stored in a properly-designated area at Water’s Edge is 30 days. The trailer must then be removed from Waters Edge for 5 days. Guests may store permitted trailers up to 7 days. No watercraft trailer parking is permitted in building vehicle parking areas. Such unauthorized parking will result in towing and storage at commercial storage facilities in the Lake area at the expense of the Unit Owner. All trailers must be stored in the areas designated by the Association Manager—currently adjacent to Building 17, across from Building 5 adjacent to the mailboxes, across from the entrances to Buildings 28 and 29, and adjacent to the main boat ramp below Buildings 28 and 29. Renters are not permitted to store watercraft or other trailers or oversized vehicles on Association property from April 15 to September 15 and should use nearby marinas for such parking. Between September 15 and April 15, renters may park trailers and oversized vehicles in approved designated areas after obtaining permission from the Association manager at the request of the rental unit owner.

**F. Watercraft Lifts:**

1. **ALL WATERCRAFT LIFTS MUST BE IN THE RAISED/UP/DRYDOCK POSITION AT ALL**



**TIMES EXCEPT WHILE LAUNCHING BOATS OR PWC'S.** Owners are subject to fines for not doing so since compliance reduces the possibility of damage to the watercraft dock and lift, or both.

2. The Association Manager must be notified prior to any boat lift installation, repositioning or relocation.
  3. When installing watercrafts lifts, docks may require reinforcement at attachment points. No watercraft dock stops, or rough water kits are permitted. Secure bolting with nuts and lock washers of the watercraft lift upper dock bracket is required—lag bolts are not permitted. Each bumper Board section must have a minimum of 3 1/4-inch fasteners. The post bumpers mounted between the roof support posts shall consist of no more than 2 sections.
  4. Watercraft docks are equipped with a 20-amp electrical service which may not be sufficient for high performance multi-blower lift systems.
  5. All trash/debris must be removed after the lift is installed.
  6. Watercraft mooring ropes shall only be attached to the cleats provided on the docks. The Association Manager should be contacted regarding cleats needing replacement or relocation.
  7. **Owners are encouraged to verify whether their lifts are adequately insured. Many watercraft insurance companies only do so for additional premiums through special endorsements to their basic boat policies.**
- 27. INTERIM RULE AND REGULATION UPDATES:** Periodically, the Association Board modifies existing rules or adds new rules to protect the interests of the Association and the safety and best interests of Owners. Rather than expending Association resources to frequently publish revised printed versions of the Rules and Regulations which incorporate these updates, the Association will simply add updates to appropriate sections and publish them via email and posting on the Association website.
- 28. UNIT OWNERSHIP CHANGE/TRANSFER NOTIFICATION AND ANNUAL OWNER INFORMATION FORM SUBMISSIONS:**
- A. Owners must notify the Association in writing no more than seven days following any full or partial (greater than 50%) change in unit ownership resulting from a real estate sale, quitclaim deed, donation to outside groups or individuals, gift, estate distribution, bond for deed, or any other legally-permissible property ownership transfer method or vehicle. Any such ownership transfers do not change or otherwise modify any financial or other obligations to the Association related to the unit.
  - B. In early October or November of each year, the Association forwards Owners the following year's Owner Information Form which must be completed and submitted to the Association office by the annually-announced date, usually January 1. This information required for all 204 unit Owners includes unit Owner names, addresses, emergency contacts, regular and cell phone numbers, vehicles, watercraft, pets, email contact addresses and other information determined necessary by the board. It also requires Owner information regarding whether unit Owners will be short-term or longer-term renting their units, insurance verifications for HO6 or rental unit coverage for each unit, and, for golf carts, a vehicle description and verification of insurance coverage, and an annual safe operations statement with the golf cart permit holder. Failure by Owners to provide this information by established deadlines subjects Owners to board review and possible fines or other consequences. **A copy of the current year's form is available on the Association's website.**
  - C. The Association requires this information to better serve and protect all Owners when the board, management, security staff are able to promptly, and without wasting staff resources or valuable response time, contact Owners about damages to or caused by/in an Owner's unit. This also assists

in dealing with the myriad of problems and concerns involving Owners, their authorized guests, or renters, etc. Readily available information regarding Owner cars, golf carts, boats, etc. help the Association better protect Owners by ensuring that only such authorized items are permitted on Association property. In addition, the Association is required to maintain a current updated list of voting Owners and addresses made available to other Owners upon request as required for condo associations and not-for-profit corporations by applicable state and federal laws and regulations. Finally, timely submission of this information assists the Association in the timely preparation of the annual Owner's directory. The Association also assures its insurance carrier that it does so and, therefore, can establish and communicate effective risk management-avoidance strategies to Owners and better manage liability and property damage risks between unit Owners' HO6/rental unit insurance carriers and the Association's carrier.

**29. VIOLATIONS OF LAWS--BYLAWS:** It is a violation of these Rules and Regulations to:

- A. Violate on Waters Edge premises any provisions of any laws and statutes of the United States or of the State of Missouri.
- B. Violate the Association's Declaration of Condominium or Bylaws, and any amendments thereto.

**30. ENFORCEMENT AND FINES:**

**A. STANDARDS OF ENFORCEMENT:** Violations of some of these Rules and Regulations contained herein are more serious than others. In considering the seriousness of the violation, the Association Board should consider, but is not be limited to, the following factors:

1. Permanency--A violation that is more apt to continue into the future (as opposed to a one-time violation) should be considered more serious.
2. Past Conduct--Owners with repeated rule violations will be evaluated more closely than Owners with one-time infractions.
3. Offensiveness--If conduct would tend to be offensive to others, it should be treated more seriously to preserve the rights of all.
4. Danger Created--If a situation creates a danger of property damage, it should be treated seriously. If a situation creates a danger to human injury to the violator and others, it must be dealt with expeditiously and with appropriate Board action.

**B. REPORTING OF VIOLATIONS:**

Serious violations, which continue to be problematic and repetitive, should be reported by either resident, Owners, tenants, guests, or by the Association Manager, or other employees, in writing to the Board.

**C. HEARINGS AND PENALTIES:** Penalties for violation of the Rules and Regulations will be determined by the Board and communicated to the Owner via signature-receipt-required transmission to the Owner. Minor violations may be handled by the Association Manager with either immediate corrective measures or warnings. If the Association Board has levied a fine or other corrective action against an Owner, that Owner shall have the right to request a hearing in front of the Association Board to contest the Association Board's actions. The Association Board shall then conduct a hearing regarding the alleged violation. As part of the hearing notification process, the Association Board shall cause written notice of the alleged violation to be sent or delivered to the alleged violator. Notice shall either be personally delivered or delivered by certified mail not less than twenty (20) days prior to the hearing. Such notice shall indicate sufficiently the alleged violation and shall provide an opportunity for the alleged violator and/or Owner of the unit to indicate what he or she believes is relevant thereto. In lieu of or in addition to attending the hearing, the alleged violator and/or Owner of the unit may provide the

Association Board with any written documentation, statements, or affidavits which the alleged violator believes may be relevant.

Following such hearing, the Association Board may take one of the following actions:

1. Find that no violation took place and, therefore, no action is warranted against the Owner.
2. Find that, although a violation likely occurred, no action is necessary other than a written warning to the Owner.
3. Find that a serious violation has occurred and issue a stern warning letter to the Owner and/or violator stating that any repeat of this rule violation or violation of other rules will result in a substantial fine.
4. Find that a serious violation has occurred and impose a fine of not less than \$25 or more than \$1000 against the violator and/or unit Owner.

**D. FINE ALSO MAY BE LIEN ON UNIT:** Fines imposed upon Owners for a violation of these Rules and Regulations may be levied as a lien on the unit, until the fine is paid in full.

**31. ASSOCIATION SIGNATURE-REQUESTED CORRESPONDENCE RECEIPT:** While most Association board or management correspondence with Owners first utilizes emails, the Association's bylaws and rules and regulations require certain types of correspondence to be mailed to Owners either certified mail or signature requested. The Association's obligation to do so is fully fulfilled and completed upon the Association's delivery of such correspondence to the U.S. Postal Service or other delivery service utilized. Refusal by Owners to accept such correspondence or provide their signature does not relieve the Owner of any responsibility for complying with the board's decisions in matters involving the Owner.

(Revised 15 February 2023)