

**Maryland House Condominium  
Association, Inc.**

**4355 Maryland Avenue, St. Louis, Missouri 63108**

**RULES AND REGULATIONS**

Revised September, 2015

**Maryland House Condominium Association**

**Rules and Regulations**

Welcome to Maryland House! This is a great place to live. Following these Rules and Regulations will help to maintain our homes and our friendly community.

## **SECURITY**

Please be aware that the Maryland House Condominium Association, Inc. does NOT provide security services. **Doormen are NOT security guards**, they are not trained in security services, and the Office is not always staffed. Doormen will assist if possible, but no warranty of security services is provided.

1. Be sure exterior doors close and are secured behind you when entering and leaving the building.
2. Do not admit solicitors or anyone you do not personally know into the building.
3. Before leaving for any extended period of time, please notify doormen so they are aware that the unit is vacant and may take appropriate measures.
4. Do not prop open interior or exterior doors including the interior fire doors (fire code) and/or garage doors. If moving in/out please make sure that the door is attended at all times.
5. Never lend or give a garage key or master key to anyone. If lost, notify the Office **immediately** (there is a \$30.00 replacement charge per key).
6. If a Doorman is not immediately available and you suspect something is wrong (suspicious person, etc.), contact the police at 911 immediately. Calling a Board Member or the Condo Manager will only slow down response time.

## **MOVING**

1. Prior notice of a minimum of three (3) days must be made to the Office before moving in or out.
2. Use only the East elevator (Elevator No.1) for moving purposes. Notify the Doorman the day before the move, so that he can install the wall mats.
3. A Move-in Fee of fifty dollars (\$50.00), payable to the Maryland House Condominium Association, is required for a change in ownership or residency of any unit. The fee is due with the appropriate forms prior to move-in.
4. Upon sale or rental of a unit, the owner of the unit or their agent must complete the Resident & Owner Information Sheet and a Moving Agreement. This information will be used by the mail carrier, to change the lobby directory, for notices, in an emergency, etc.
5. Please be aware that the clearance of the overhead garage door is only six feet.
6. Moving hours are 8:30 a.m. to 5:00 p.m. If other hours are needed, Board approval must be requested in advance.
7. Provide a copy of the lease with the Move-in fee.
8. The existing owner or tenant is solely responsible for passing on to the owner all keys and security codes for the unit and the building, including the mailbox key.

9. The cost to repair damage to any common area caused during the move will be charged to the unit owner.

**WARNING:** Your full cooperation is requested. Anyone not complying with these rules may be fined. This is for the protection of the building and all parties concerned.

## **INDIVIDUAL UNITS**

1. Only one dog and/or one cat, may reside in any unit. The unit owner will be charged a Pet Fee of \$50.00 for any pet which weighs more than twenty-five pounds in any unit during any month or part of a month. The Board may remove any pet that is a nuisance due to noise, viciousness or odor upon written notice.
2. No waterbeds or other liquid or semi-liquid filled furniture shall be allowed in a unit or in the building.
3. No business, trade or profession shall routinely be conducted, maintained or permitted other than by phone, fax or copier within this premise. Units will not be used for transient or hotel purposes. No leases will be permitted for a time period of less than six months. No sales, including estate, garage or jewelry, will be conducted in a unit or about the property without the prior written permission of the Board (see By-Laws Sec. 6.7).
4. Children are welcome but must occupy two or three bedroom units (City of St. Louis Code).
5. Only two adults may occupy a one-bedroom unit. Studio and Efficiency units are not to be occupied by more than one adult unless they are related (City of St. Louis Code).
6. Because bike tires bring in oil and dirt and cause damage to the carpets, bicycles cannot be stored in individual units. Bicycles must be stored in the basement/garage. A locked bike area is provided in the basement. Registering a bike consists of filling out a form and making a \$50.00 deposit for a special bike room entry key and a tag for your bike. The deposit is refunded upon return of key.

## **STORAGE AREA**

1. All items must be stored only in assigned lockers. Items left in common storage areas are in violation of Fire Regulations and By-Laws and will be removed by the Board. The owner/resident will be subject to a fine to be paid by the owner.
2. No flammable liquids or hazardous materials shall be stored in any portion of the condominium (Fire Code).
3. The Association is not responsible for any lost, damaged or stolen material in storage.

## **GARAGE**

1. You may park only in your owned or rented garage space. If you are lending or leasing your space, you must notify the Office.

2. Vehicles may not be parked and left unattended in the garage area near the elevators at any time.
3. Improperly parked vehicles may have a notice glued to the driver's side of the window. Improperly parked vehicles may also be towed as posted.
4. Nothing may be stored in individual parking spaces other than vehicles and one row of firewood stacked neatly in an approved rack (for units with fireplaces). The definition of vehicle will include cars, bicycles of any kind and motor cycles. If a resident does not have a parking space and wants to leave a bike someplace other than the bike room, he/she must have permission from an owner of the parking spot and the office must be notified. There are also bike racks under the Northwest and Southeast back stairs. The Association cannot be held liable for any damage to or loss of bikes. A fine will be assessed for any other item left in a parking space. The items may be discarded.
5. If the garage door is left open (e.g. for a move), it must be attended at all times.
6. Car washing, car repair, changing of oil, etc. or any other maintenance is not allowed in the garage at any time. If oil is found in the sewer system, we are liable at the Federal and State levels. If excessive oil is found on the garage floor; the Board may fine the owner after appropriate warning.

## **TRASH**

1. Trash must be placed in a trash bin located in the basement enclosure. All trash must be placed in plastic trash tie bags (tied tightly) before placing them in the basement trash bins  

Kitty litter must be double bagged (and weigh less than 20 pounds) or taken to the back dumpsters Do not place trash on the floor rather than inside an available trash bin. Liquids should be poured out before putting containers into trash bags. Grease should be solidified by putting in the refrigerator or freezer before disposing of it in the trash bags.
2. Items to be recycled should be put into the BLUE bins in front of the trash bins. The items should NOT be placed in plastic bags. All cardboard boxes must be broken down and flattened before putting them in the BLUE bins. A complete list of recycling items can be obtained in the office.
3. All large items which do not fit in a trash bin (household items) must be placed in the dumpsters at the rear of the building. This includes the disposal of a Christmas tree.
4. Laundry room trash cans are only for disposal of laundry related items.
5. To ensure the sanitary maintenance of our homes, any deviation from these rules will result in an immediate fine.

## **ELEVATORS (Ask the doorman for an Elevator Information Sheet)**

1. Smoking is never allowed in the elevators.
2. Both elevators may never be used by a single unit at any time.
3. The East elevator is the only elevator to be used for moving purposes. All moves must be scheduled in advance in the Office by filling out the Move-in Agreement.
4. If a fire should occur, the elevators will automatically go to the basement and stop working.

## **POOL**

1. Residents are requested to limit the number of guests per unit in the pool area at any one time. Residents must be present with their guests at all times.
2. Parties of more than five guests may be allowed if scheduled with the doormen one week in advance. Parties may only be held Sunday through Thursday between the hours of 5:00 PM and 10:00 PM and Friday and Saturday, 5:00 PM to 11:00 PM. No reservations will be accepted for major holidays.  
  
A \$50 dollar fee is required to reserve the area. A form is available in the Office. If the area is not properly cleaned after the party by the host, a fine will be charged.
3. Pool use is not allowed during "quiet hours".
4. Running and boisterous play is strictly prohibited in the pool/courtyard area.
5. Individual equipment must be removed from the pool area and stored in the pool house after use.
6. No glass of any kind is ever allowed in the pool/courtyard area.
7. Radios and stereos are to be kept at a low volume. All radios, etc., must be battery powered. No use of common electric is allowed.
8. No oil-based lotions are allowed in the pool area. These substances damage the filter system of the pool.
9. A shirt, robe or jacket must be worn over swimming attire in the hallways and elevators. No water should be tracked from the pool area.
10. No children under the age of twelve are allowed in the pool area unless accompanied by an adult.
11. Babies, who are not toilet trained, must wear a special swimming diaper.
12. No persons with open or blistered wounds are allowed in the pool.
13. A Board member, the Property Manager, or a Doorman have the right and duty to require anyone, including an owner of a unit, who is violating the pool rules, to leave the area.

## **OTHER COMMON AREAS**

1. No storage in or obstruction of common areas is allowed. The passage, public halls, stairways and entryways are for the purpose of entrance and departure from the building and shall not be used to congregate or play.
2. No littering is allowed in the common areas. Cigarettes are not to be extinguished on the floors or walkways. Any mess resulting from the transfer of trash (Christmas trees, etc.) is the unit owner's responsibility.
3. Common areas may not be used for pet waste disposal. A plastic bag, pooper-scooper or similar material should be used for cleanup. Failure to do this will result in a fine plus man hour time necessary for cleanup. There is a disposal can in the garage area by the trash containers.
4. Barbecue grills are to be cleaned after use. The picnic area is to also be cleaned after use. This cleaning is to be done immediately.
5. Residents may place notices only on the basement bulletin board.
6. Door mats may not be placed in front of any unit entrance. They will be removed by the Board when found.
7. Pets are not allowed in the pool/courtyard area. All pets in common areas, other than the pool must be on a leash and/or carried. Pets are only to be in the common areas when entering or leaving the building. Leashes may be no longer than six feet in length.

## **BUILDING EXTERIOR**

1. No signs, advertisements, notices or any other lettering or equipment is to be exhibited, inscribed, painted, affixed or exposed on any window viewable from the exterior of the building or any part of the interior or exterior of the unit, building or grounds including right of ways of the common condo elements.
2. No awnings or other projections, including an air conditioning unit, a bird house, an antenna or wiring will be attached to or extended from or beyond the outside walls, roof or windows of the building.

## **NOISE AND NUISANCE**

1. Quiet hours are to be observed after 10:00 PM Sunday through Thursday. Each Friday and Saturday the hours are extended to 11:00 PM. During such times noise must not be audible in other units.
2. No noxious or offensive activities, noise, music or other sounds will be permitted at any time in such a manner as to disturb or annoy any other resident.

3. Unit owners will be responsible for the behavior of all their tenants, guests and employees. (Please refer to the By-Laws.)
4. Owners must provide a copy of these Rules and Regulations as well as the Condominium Declaration and By-Laws to their tenants. Adherence to these and all other rules covered by the State of Missouri and the City of St. Louis are a condition of any lease and repeated violations will constitute cause for termination of said lease. The Board has the right and is appointed as agent for the unit owner to file suit to evict a tenant for failure to adhere to the requirements of the Condominium Declaration, By-Laws, Rules and Regulations, State Laws and City Ordinances and Missouri Condominium Codes.

### **FINES & LATE FEE**

1. Unless a fine for a specific violation is set at a different amount, the Board has the right to assess a fine of fifty (\$50) dollars for the first violation of any provision of the Declaration, By-Laws, and these Rules and Regulations. A fine of seventy-five (\$75) dollars will be assessed for a second violation or for a continuation of the first violation for more than (30) thirty days. If the violation continues, the fine will increase to one hundred dollars (\$100) per month for every month after the second month the violation continues.
2. All fines will be an assessment against the unit and may constitute a lien against the unit unless paid within ninety days.
3. Before imposing a fine, the Board will send a unit owner a notice of the violation and fine. The unit owner shall have ten days from the date the notice was postmarked to appeal the imposition of the fine and request a hearing before the Board. At such a hearing, the unit owner shall have the right to speak and see or hear all information or testimony considered by the Board. The rules of evidence will not be in effect. Any fine not paid within ninety days of the final assessment (after appeal and hearing) will be subject to the assessment of a late fee.
4. A late fee of twenty-five dollars (\$25) per unit will be charged on the eleventh (11<sup>th</sup>) day of any month in which there is any balance outstanding showing on the unit owner's account. This includes the outstanding balance on regular condo fees, special assessments, fines or previous late charges. For purposes of this rule, the date of postmark will be considered the delivery date even if the payment is received later. Apartments which include two units will be charged \$50.

**THESE RULES ARE IN ADDITION TO THE DECLARATION OF THE  
MARYLAND HOUSE CONDOMINIUM ASSOCIATION.**