

# BLU CONDOMINIUM OWNERS ASSOCIATION

## SUMMARIZED RULES & REGULATIONS

Each Unit Owner, family members, persons living/leasing the premises, guests, employees, and any other visitors shall be subject to these Rules and Regulations, which may be amended by the Board of Directors of the Association from time to time.

All condominium rules, regulations, and guidelines apply to all owners, tenants, and their guests, whether documented in this summary list or in other governing documents for Blu Condominium Owners Association.

### IMPORTANT

This summary list is not intended to be all inclusive. Rather it is provided for your convenience; providing some general guidelines to maintain the peaceful enjoyment of all at Blu. These rules supplement those rules and regulations that are fully outlined in the Association's legal documents, such as the Declaration and Bylaws. Please refer to these documents for additional information and for all rules and regulations, especially Article IV of the Declaration for specific topics related to living at Blu. We strongly encourage everyone living at Blu to read and become familiar with these legal documents.

### Property Management Contact Information

Civitas Real Estate Services, LLC  
314-371-0035 (Telephone)  
Elaine Conroy – ext 102  
[econroy@civitasrealestateservices.com](mailto:econroy@civitasrealestateservices.com)

Angie Kuehner – ext 202  
[akuehner@civitasrealestateservices.com](mailto:akuehner@civitasrealestateservices.com)

After Hours Emergency – 314.371.0035 – Press 5

**Corporate Office Location**  
7292 Manchester Road  
St. Louis, MO 63143  
(Office Hours by appointment only)

[www.civitasres.com](http://www.civitasres.com)  
314-371-0034 (Fax)

### Association Website (Owner Portal)

The owner portal allows unit owners to make assessment payments, request common area maintenance, receive building communication, and review shared documents. After providing ownership information to the management company, the unit owner(s) will receive an activation invitation via email and instructions for the portal use.

The portal is accessible via the management company website: [www.civitasres.com](http://www.civitasres.com) or directly at the following:

<https://charrettecommunity.appfolio.com/connect>

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## 1. Registration

All owners and renters must be registered with the Management Company. (Contact information on above.)

## 2. Leasing

Per the governing documents (Declaration - Article IV):

- The lease must be in writing and the lease must be for a minimum of six (6) months.
- The lease shall mandate compliance with all provisions of Declaration, By-Laws, and Rules and Regulations of the Association
- A copy of a fully executed lease must be provided to the Management Company prior to the commencement of tenant's occupancy.
- The names of all people who will occupy the condominium shall be provided prior to move in.
- \$100 Move In Fee due to Civitas Real Estate Services for all new leases for administrative tasks
- AirBnB leasing and/or overnight/short term leases are prohibited

**Violation of this rule will result in a \$500 fine to the owner. No exceptions.**

## 3. Move-In / Move-Out Procedures

**All "move-in" and "move-out" activities must be scheduled in advance through the Management Company.**

Reservations are available on a first come, first served basis and a minimum of 72 hours of advance notice is required. (Special times may be arranged by contacting the Management Company.)

A Move-In/Move-Out damage deposit is required. The deposit is \$250. The deposit is fully refundable, assuming no damage to the elevator or building during the move in/out. The deposit should be payable to: Blu Condominium Owners Association. The deposit can be mailed to Civitas – or dropped at the front desk in a sealed envelope with "Civitas" on the outside.

Reservations will be confirmed when the deposit is received.

Move In/Out will be allowed only with an elevator reservation.

There are two reservations available each day (morning & afternoon). Only the freight elevator can be used during a move (elevator with pads). The passenger elevator must be available for residents. Elevator reservations shall be limited to the hours:

- Monday – Friday 9:00am – 4:00pm
- Saturday, Sunday, Holidays 9:00am – 4:00pm

**Violation of this rule will result in a \$500 fine to the owner. No exceptions.**

## 4. Community Room (Lower level)

The use of the Blu Community Room:

- Open 7:00 a.m. to 1:00 a.m. daily
- Closed 1:00 a.m. to 7:00 a.m. daily
- TV Remotes may be checked out from the front desk. You must show an ID. They must be returned to the front desk when you are done using them.
- A maximum of 10 guests (Room must be rented if more than 10 guest, see additional rental agreement and rules.)
- During rental time, community room is exclusive to that party
- No Smoking
- Patio is not included exclusively in rental of the community room. The patio can be used in conjunction with your event but is shared with other owners.

## 5. **BBQ Grills and Community Room Patio**

The use of the Blu BBQ Grills and Community Patio

- Open 7:00 a.m. to 1:00 a.m. daily
- Closed 1:00 a.m. to 7:00 a.m. daily
- Dispose of all trash in containers
- Do not dispose of cigarette butts on ground or flower beds
- Gas Grill – you have to stay on the patio with the grill while in use.
- Maximum of 10 guest

## 6. **Fitness Room (Main Level – behind WiFi Lounge)**

The use of Fitness Room:

- Hours of operation – 24 hours day
- Wipe down equipment after usage
- Advise Management Company if there is a problem with any of the equipment
- Turn off the AC when you are done working out
- On-site residents only

## 7. **Laundry Facilities (Main Level – Near Mailboxes)**

The use of Laundry Facilities:

- Hours of operation – 24 hours day
- Any items left in washer or dryer after one hour can be removed.
- Dispose of all trash in container
- On-site residents only

## 8. **Wi-Fi Lounge (Main Level – Across from Mailboxes)**

The use of the Wi-Fi Lounge is located on the first floor – across from the elevators.

- Hours of operation – 24 hours day
- The Association is not responsible for any items or computers unattended.
- On-site residents only

## 9. **Parking**

- No heavy trucks, construction equipment, commercial vehicles, boats, house trailers, campers, motor homes, inoperable vehicles, boat trailers, or trailers of any other type shall be permitted to be parked or stored on or within the Condominium which includes the East and West parking lots.
- This prohibition shall not apply to the temporary parking of trucks and commercial vehicles during periods of approved construction, moving activities, or for pick-up, delivery and other commercial services.
- No derelict cars, flat tires, unlicensed cars, etc may be parked in the East or West parking lots.
- Parking is permitted in your assigned or rented parking spot(s) only.
- Illegally parked cars are subject to towing without notification.

## 10. **Bicycles**

- Bike Rooms are located on the Main Level and Lower Level.
- Bicycles must be stored in the Bike Rooms or within your unit.
- The use of all Bike Rooms shall be regulated by the Board of the Association.
- Bicycles may not be stored in any common areas (hallways, stairwells, lobby, etc.)

## 11. **Noise**

No noxious, offensive, or illegal activity shall be carried on in any Unit, Common Element, or Limited Common Element nor shall anything be done which will become an annoyance or nuisance to any other Unit Owner or occupant. Repeated unreasonable noise that disturbs neighbors and violated the notion of courtesy to neighbors is grounds for fines.

## **12. Smoking**

No Unit Owner, family members, authorized persons living/leasing the premises, authorized guests, employees, and other authorized visitors shall permit any tobacco smoke, electronic smoking device, or any other type of smoking in any common area within the building.

**Violation of this rule will result in a \$500 fine to the owner. No exceptions.**

## **13. Pets**

No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property, except that a maximum of two cats or dogs, or one of each, may be kept as a pet, subject to these Rules and Regulations of the Board and applicable local ordinances.

Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein.

Any pet creating a nuisance or unreasonable disturbance, odor or noise (in the sole judgment of the Board) shall be permanently removed from the property upon written notice from the Board. Any pet that is shown to be a constant or chronic disturbance may be subject to permanent removal from the Building by approval of the Association. This provision will be applied by the Board to prohibit Pit bulls, Rottweilers, Doberman Pinchers, Akitas, and other similar breeds of large, perceived-aggressive dogs from the Condominium. As stated above, it shall be in the Board's sole discretion whether a dog falls within this provision. In no event will any dog over 80 pounds be allowed within the Condominium.

All pet owners shall be responsible for complying with all regulations relating to pets established by the Board (including but not limited to requirements to remove any and all waste deposited by such pet anywhere in the Condominium, and related fines or charges imposed for violations of such requirements).

## **14. Balconies & Windows**

The number, type, color, and size of any and all furniture utilized outside the Units, the window coverings, the umbrellas, and other objects on balconies, terraces and porches shall be subject to control and regulation by the Board of Directors. Window coverings (blinds or similar device) are to operate horizontally (adjust, open and close) and must have white surfaces facing outward at all times.

The installation of awnings, sunshades, screen doors, and other minor additions to any Unit requires prior written approval of the Board. Such approval shall be necessary and shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the Condominium as a whole.

No reflective materials, advertising, art work, signs of any kind, or materials of any kind shall be installed, placed or hung on the exterior (or visible through the windows) of any Residential Unit or in the Common Elements.

## **15. Guests**

Unit Owner and/or persons living/leasing the premises must accompany guests at all time in common areas. Unit Owners are 100% responsible for any damages caused by their family members, persons living/leasing the premises, guests, employees, contractors and other visitors. All guests must register at the front desk by showing identification and signing the guest registration list.

## **16. Commercial Units**

Commercial Unit Owners are prohibited from using any Residential Common Areas and should take all necessary steps to help ensure that their customers, invitees and employees do not use the Residential Common Areas.

Commercial Unit Owners should take all necessary steps to insure that any debris and or blockages associated with the operation of their Unit is/are kept from all Common Areas, including, but not limited to all sidewalks, elevators, air-break vestibules, first floor restrooms and lobby.

Commercial Unit Owners shall have their windows cleaned at least once quarterly and take all necessary steps to help ensure that no offensive odors and/or noise emanate from their Unit.

Commercial Unit Owners shall dispose of all trash directly into the dumpsters on the south side of the condominium. Commercial Unit Owners shall not dispose of their trash in any trash receptacles within the condominium building, except for the designated recycling receptacles.

#### **17. Garbage Disposals**

No garbage disposals shall be permitted in any Unit.

#### **18. Fires and Other Emergency Situations**

To minimize the risk of damage, each resident should know where the utility shut-off valves and breakers are located within their condominium, and fully familiar with how to operate them.

In case of a Fire or other life safety issue, call 911. Then contact building management or the front desk. Familiarize yourself with the location of the nearest stairway and fire exits.

#### **19. Trash and Recycling**

No Owner Unit Owner, family members, authorized persons living/leasing the premises, authorized guests, employees, and other authorized visitors shall deposit any garbage, refuse, or rubbish on or about the Common Elements or Limited Common Elements, except in appropriate containers suitably placed as designated by the Board so as not to detract from the physical appearance of the Condominium.

Recycling containers are located in the stairwell, near the trash chute. All boxes must be broken down before placing in or behind the recycling container or taken down to the dumpsters.

#### **20. Architectural Control**

The Board may delegate, to an Architectural Control Committee, the power and authority to review requests, investigate complaints, or study problems of any kind relating to the physical condition of the Condominium or Restrictions outlined in the governing documents for the Condominium, and the authority to make pertinent decisions or recommendations. In so doing, the Architectural Control Committee and the Board shall be the final arbiters and interpreters of the Restrictions, which shall be enforced as provided in the Bylaws and the Declaration.

#### **21. Communication Policy**

The Association Website (Owner Portal), as described above has the ability to post documents, which can be viewed at any time by the Unit Owners. This feature shall only be used to post documents concerning all Unit Owners, as determined by the sole discretion of the Board. In no event shall this feature be used to post classified-type documents, rental postings, for sale postings, or the like.

No document shall be posted using said feature without approval from the Board. Below is a non-exclusive list of documents approved for posting by the Board:

- A. Declaration of Condominium
- B. All amendments to Declaration of Condominium
- C. Bylaws of the Blu Condominium Owners Association, as amended
- D. Proposed Amendments to the Blu Condominium Owners Association
- E. Notices and Agendas for Annual Meetings
- F. Minutes for Annual Meetings and Board Meetings
- G. Floor Plans for the Condominium
- H. Documents showing the assignment of parking spots or storage spaces
- I. Rental Guidelines
- J. Other blank forms to facilitate Association business, as determined by the property manager

## Fines for Breach of Rules/Regulations

After not less than ten (10) days written notice, if a Unit Owner continues to be breach of any rule or regulation, covenant or provision(s) contained in the Declaration, then a fine or fines will be levied against the Unit of such Owner in the following manner, except as otherwise noted above:

- **The first (1<sup>st</sup>) violation** will result in a warning letter with no fine if remedied within time period in letter, unless damages have been incurred in which event all costs to cure the damages shall be assessed to the offending Owner as a Special Unit Expense;
- **The second (2<sup>nd</sup>) notice of violation** (whether ongoing or a new violation by same Owner) will result in a fine of \$100.00;
- **The third (3<sup>rd</sup>) notice of violation** (whether ongoing or a new violation by same Owner) will result in a fine of \$250.00;
- **The fourth (4<sup>th</sup>) notice of violation** (whether ongoing or a new violation by same Owner) will result in a fine of \$50.00 per day until the violation is remedied.

Failure to pay any such fines may result in additional late fees and or other penalties associated with the collection of said fines, including attorneys' fees, court costs and service of process fees.

Any violation by an Owner, or with respect to a Unit, of any rule or regulation adopted by the Association, or the breach of any restriction, covenant or provisions contained in the Declaration, shall give the Association the right, in addition to all other rights set forth in the Declaration to establish, levy and collect monetary fines, penalties and late fees as Special Unit Expenses upon the offending Owner in such amounts as the Board deems necessary to effect compliance.