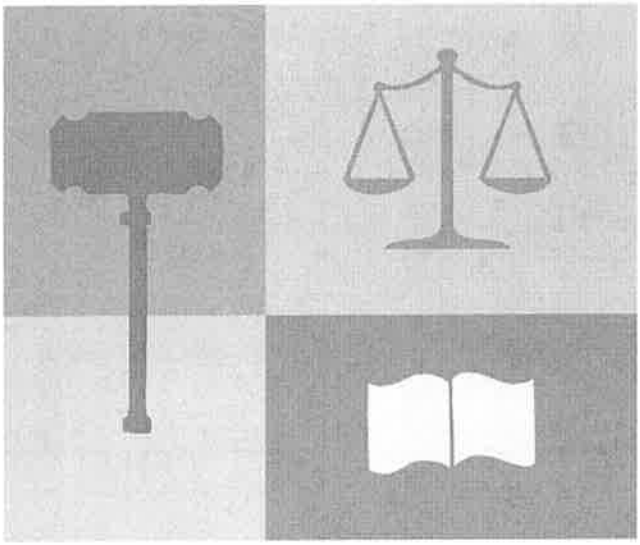
Colonial Woods Condominium Association Rules & Regulations 2019



Effective March, 2019

PREFACE

This booklet should be kept in your home for the purposes of reference, and will remain in effect until it is revised by the Colonial Woods Condominium Board of Governors. If your property is sold, or when you move from the complex, the Board requests you notify the management company, providing them with the buyer's name and title company or with lease information so the new occupants are supplied with the most up-to-date and necessary information regarding this community.

The enclosed Rules & Regulations have been reviewed and approved by the current Board of Colonial Woods on March 2019.

Jeanette Froehlich, President Dated: 2/27/2019

Tina Huhn, Vice President Dated: 2-28-2019

_____ Dated: _____

INDEX

Introduction

A. Notices to the Board and Condominium Manager
B. Leases
C. Violations, Fines, Appeals, and Liens
D. Additions, Alterations, Decorations, and Maintenance
E. Satellite and Cable Installation
F. Planting
G. Use of Patios, Balconies, and Garden Unit Basements
H. Hallways and Courtyards
I. Laundries
J. Signs and Commercial Activities
K. Pet Policy
L. Trash and Littering
M. Parking Policies
N. Streets, Traffic, and Snow Removal
O. Peace Disturbance and Nuisance
P. Vandalism, Damage to Common Elements or Other Units
Q. Insurance
R. Swimming Pool Rules
S. Maintenance Responsibilities and Definitions

INTRODUCTION

The following listed policies, rules, and regulations were adopted on February 18, 1992, by the Board of Colonial Woods Condominium Association and will be updated periodically. Revisions made prior to a new issue being published will be sent to owners and should be added to the book for future reference.

Many of the policies, rules, and regulations are merely a restatement of existing policies, rules, and regulations. Others are amended, completely changed, or cover areas where no policies, rules, and regulations were in effect prior to this date.

This document supercedes any and all policies, rules, and regulations which have been enacted prior to this time that deal with the same matters, but does not supercede any policies, rules, and regulations which have been passed prior to this resolution and are not in conflict with the policies, rules, and regulations contained herein.

These rules may be amended, added to, or deleted from, as the Board so determines. Proper notification of any such amendments, additions, or deletions to the rules shall be given.

A. NOTICES TO THE BOARD AND MANAGER

1. Except in cases of emergency, all notices to the Board of Governors of Colonial Woods Condominium Association (hereinafter called the Board) shall be in writing and shall be mailed to the Condominium Management Offices. All correspondence should reference the condominium unit involved and include the name and phone number of the occupant(s).
2. The Board will not take any action on oral or telephone requests (except by special motion to suspend the rule). All notices, correspondence, and concerns should be mailed to the Condominium Management Office (Smith Management Group, (314) 394-4200) or delivered to the Board meeting and shall not be delivered to a Board Member's residence.
3. All owners are required to maintain a current emergency contact information sheet that includes valid address, vehicle year/make/model/color/license plate, and telephone number on file with the management company. This information will be maintained for the Board by Smith Management Group.
4. All owners are required to notify Management in the event that any unit is being sold, rented, or leased, and must supply Management with the buyer's title company prior to closing or, if being rented/leased, a copy of the rental/lease agreement for pre-approval prior to the unit being rented/leased.

5. Except in the case of an emergency, requests for maintenance to the common elements and areas of the complex shall be in writing and shall be delivered or mailed to Management. The Colonial Woods Condominium Association does not handle developer problems regarding your unit nor maintenance of personal property and/or appliances. Lessee should contact unit owner for all maintenance requests pertaining to common areas or units.
6. All contractors and maintenance employees working in the complex receive their instructions through Management, not through individual unit owners. If there is a problem with their services or behavior, please notify Management as soon as possible so that corrective action may be taken.

B. LEASES

The Colonial Woods Condominium Association Board has the authority to not allow the leasing of more than 25% of the condominiums at any one time. The documents and the Board's resolution and policies also contain the following restrictions:

1. Any owner who leases or rents his or her unit shall have a written lease. Leases are subject to all the rules and regulations which are an extension of the Declaration and the By-Laws, and said lease shall so state. All leases shall be in writing and shall be signed by the owner or his or her authorized agent and the Lessee.
2. All leases must be submitted to the Board or Management prior to taking effect and must be approved by the Board.
3. The unit owner(s) must provide Management with a copy of the lease, full name(s) and vehicle(s) information (year, make, model, and license plate number(s)) of Lessee and occupants, and the permanent address and emergency telephone number of the legal owner.
4. No unit shall be leased for transient or hotel purposes. All leases must be of at least one (1) year in duration. A Lessee may neither sublet nor allow a third party to occupy the unit.
5. When a tenant vacates the property, the Board should be notified in writing and the above provisions for supplying the Board with leases shall apply to subsequent Lessees.
6. All tenants or occupants are subject to Association regulations and the owner(s) shall be held responsible for any and all infractions. The lease shall contain a clause that indicates the tenant has received a copy of the Association rules and

regulations. It is the responsibility of the owner(s) to make a copy of these rules to be passed on to the Lessee.

7. Lessee(s) shall be notified specifically that no business trade, occupation, or profession of any kind shall be conducted, maintained, nor permitted on the property. Yard sales are only permitted based on board approval and must provide at least (2) months notice.
8. Tenants of a leased unit are entitled to use the pool and common elements only after the unit owner has provided Management with a signed *Agreement for Assignment of Association Privileges* attached to their lease.
9. The unit owner is always responsible for the Association assessments and any other charges the Board directs to the unit, including, but not limited to, fines or assessments for the violations of rules and regulations by Lessee(s).
10. Please note: neither Management nor the Board will have or keep keys to individual units. Therefore, they are not responsible in any way for lost keys or lockouts. Unit owners should keep original keys to the units and make copies from them to give to tenants.
11. It is the desire of the board to only allow 25% of the condominiums may at any time be owned by absentee owners. Any owner who sells or transfers ownership of his or her property after January 1, 2004, should sell their property to an owner who plans to occupy the property. Any current properties under lease/rental agreements may continue to be leased as long as copies of lease/rental agreements are supplied to the management company and may continue to be leased/rented unless a change in ownership takes place. In order to be considered as an existing leased/rented unit, unit owners must supply the Board with a copy of the current lease and Lessee information.

C. VIOLATIONS, FINES, APPEALS, & LIENS

1. Any violations of the Condominium By-Laws, policies, or rules and regulations (hereinafter called Rules) shall subject the person and/or unit owner under whose authority that person is on Condominium property to a fine or assessment (hereinafter called Fine) of $50 for the first violation, $75 for the second violation, and $100 for any subsequent violation unless the specific section sets a different Fine from that above. An additional Fine of $10 per month will be assessed for each month in which any part of any outstanding Fine remains unpaid (including previous late fees).

2. The monthly condominium fee is due on the first day of each and every month. Failure to comply with this provision shall result in a late charge of $10 per month for each month late. This charge is to be assessed on the tenth (10^{th}) day of said month. Payment must be received by the tenth (10^{th}), and no delays due to mail or any other cause shall be deemed acceptable as the fee was actually due on the first (1^{st}).
3. The Board may, at its own discretion, give a unit owner warning of a violation before imposing a Fine, but no warning shall be required prior to sending the notice that a Fine has been assessed.
4. The Board shall have the power to levy Fines by sending written notice of the violation and the amount of the Fine via regular mail, hand delivery to the unit, or, if different, to the last reported address of the unit's owner.
5. Any unit owner or other person against whom the Fine is levied shall have ten (10) days from the date the notice was sent to protest the imposition of the Fine by mailing a written protest of such charge. Such written notice must state in detail the reason(s) why the Fine should not be imposed.
6. If such an appeal is filed within the ten (10) day period, the Board shall consider the protest and can, at its discretion, decide to uphold, modify, or negate the original Fine.
7. The Board shall send the protestor notice of its final determination by regular mail. If the Fine is upheld, it shall be due immediately.
8. If any Fine or assessment, including Condominium fees and Special Assessments, remain unpaid for a period of thirty (30) days after due, or from the date of the violation notice or the Board's upholding notice, the Board may place a lien against the owner's unit.
9. In addition to the amount of the assessment, the Board shall have the right to collect reasonable attorney fees incurred in the filing and/or releasing of the lien. The amount of such fees shall be clearly stated on the lien notice form sent to the offending party.
10. The imposition of Fines or assessments shall not in any way bar the Board from taking further action for the same violation. The Board shall have the right to impose additional fines or assessments for the same or successive violations if such violations continue and if new notice is sent to the offending party.
11. A unit owner is responsible for the conduct of the unit owner, the unit owner's family, tenants, contractors, guests, and other invitees.

D. ADDITIONS, ALTERATIONS, DECORATIONS, & MAINTENANCE

1. All drapes or blinds are to be installed within thirty (30) days after taking possession. NO SHEETS, FOIL, CARDBOARD, or BLANKETS can ever be used to cover windows.
2. Requests from owners for any additions, construction, or alterations to common area must be in writing to the Board. The request will be reviewed at the next Board meeting, and the owner will be notified in writing of Board approval or disapproval. The Board, at its sole discretion, may approve, disapprove, or require alteration of any plans submitted.
3. Nothing shall be altered, constructed in, removed from, nor added to the building exterior, common areas, or facilities without prior written approval of the Board. Nor shall anything be done which would or might jeopardize or impair the safety or soundness of the building, common area, or facilities.
4. Owners are not allowed to paint nor otherwise decorate or change the appearance of any common elements or any portion of the building's exterior which is not in the bounds of the owner's unit unless the prior written approval of the Board is obtained.
5. Christmas lights and decorations may be placed around owner's unit, but only between December 1 and January 5. Other holiday decorations may be added one week prior to and removed one week after the holiday.
6. Owners are not allowed to place statues, bird baths, or similar devices on common elements without the prior written consent of the Board.
7. Except in the case of an emergency, the Board must be notified prior to any action that affects common ground.
8. Each owner shall maintain and keep his or her unit in good order and repair and shall do nothing which will compromise the structural integrity or increase the rate of insurance on the building in neither which said unit is situated, nor anything which would be in violation of law.
9. Any owner violating this section may be required to remove, replace, or modify the offending modification at his or her own expense, be assessed for any damages caused directly or indirectly by the violation, and be subject to a Fine pursuant to Fine policy.
10. Owners are responsible for their own termite and pest control within the unit.

E. SATELLITE & CABLE INSTALLATION

The lifestyle provided by a condominium association offers many advantages to the homeowner or resident, but at the same time imposes some restrictions. These restrictions are not meant as an inconvenience or an invasion of your freedom, but rather as a means of maintaining harmony in the community, the aesthetic value of the property, and the safety and well being of all residents. One area of concern at Colonial Wood is with satellite dish installation. If you are considering a satellite, please be advised of the following rules governing dish installation. Unit owners who lease their units must pass these guidelines along to the people living in the unit as well.

Do's:

1. Notify the Association Board in writing prior to installation (Colonial Wood Condominium Association, c/o The Smith Management Group, 1630 Des Peres Rd., STE. #210 St. Louis, MO 63131. You may also call Smith Management at 314-394-4200 or email service@smithmgmt.com
2. Choose a dish that is 39.4 inches (1 meter) or less in diameter; nothing larger may be installed.
3. The person or company who installs your dish must be insured. Any installer other than a professional installer through DirecTV, Dish Network, Radio Shack, or similar company must provide the Association with an insurance certificate, listing Colonial Woods Condominium Association and The Smith Management Group as named insureds under the policy prior to installation. This should be sent to the above address.
4. Share this installation guide with the company doing the installation.
5. Affix all satellite dishes to the mounting brackets on the roof of your building—or—
6. Request in writing to the address above that a bracket be added to your building if one does not exist.
7. Thread cable through the eyebolts provided as guides.
8. Use existing holes to enter the unit whenever possible and seal all entry points well with caulk.
9. Upon move-out or satellite disconnection, please notify the Board that you have a satellite dish that will not be in use.
10. Understand that you are responsible for maintaining the dish and for the maintenance, repair, replacement, and correction of any safety hazard.

Don'ts:

1. Put up a dish without following the above procedures: you might find it removed!
2. Install anything directly into the roof or any other part of the building exterior.
3. Create new or excess holes for cable entry into the unit.

If you follow these guidelines, you will protect everyone's investment by minimizing damage to our buildings.

For Cable Installation: contact Management to obtain a letter of permission which you will give to the Cable Company prior to installation. The following provisions apply:

1. If there is presently a cable installed through common elements (wall, roof, etc.) the cable company must use this cable to supply service to your unit or replace the cable utilizing the entry point.

2. If there is a need for additional entry points to service additional rooms the cable must be neatly secured vertically or horizontally to the building. Also the cables must be installed with other cables or hidden in corners and behind gutters/downspouts when possible.

3. By requesting the installation of cable television the owner accepts the future responsibility of repairing the cables and their entry points in the event that Charter Communications does not keep up with the continual maintenance of the cables.

F. PLANTING

1. There shall be no in-ground planting by unit owners or residents in the common elements except with the written consent of the Board. This includes both courtyard areas and common elements.
2. Flowers or plants may be grown in individual planters or flower boxes on balconies or patios. In the fall, all pots, planters, etc. are to be removed to your storage lockers.
3. Unit owners are responsible for the maintenance of any vegetation which they plant and for the removal of any weeds growing within their flower boxes or

planters. If such vegetation becomes an eyesore and is deemed a nuisance, it must be trimmed or removed at the Board's discretion. Children shall not play or dig in any flower or plant area (see children, Policy T)

4. If the owner or resident fails to trim or remove the vegetation as directed, it shall be done by Management, and the cost of such work will be assessed against the unit along with any other applicable Fine(s).
5. Groundskeepers and landscapers shall not be held responsible for damage done through the normal use of weed killers, sprays, mowing, etc. to any individual's flowers and plants in the limited common elements.

G. USE OF PATIOS, BALCONIES, & GARDEN UNIT BASEMENTS

1. Patios, balconies, and garden unit basements are a part of the limited common elements and are reserved for the exclusive use of the unit to which it is attached. As such, the unit owner is responsible for the repair, replacement, and maintenance of these areas.
2. Patios, balconies, and common basements are to be kept in a neat and orderly condition. No rusty, broken, or upholstered furniture, dead plants, appliances, used auto parts, toys, or other items may be stored on any patio or balcony, nor in any common basement.
3. If any patio, balcony, or common basement is kept in a disorderly condition or used for storage in such a way to constitute an eyesore, nuisance, or fire hazard, the Board may, after a ten (10) day written notice to the unit owner, levy a Fine pursuant to the Fine policy and may remove, haul away, and/or destroy any personal property from such common areas at the owner's expense.
4. No laundry, wet towels, nor clothing or materials of any type shall be permitted to be draped over the fences or balconies at any time. There shall be no shaking of rugs over the fences or balconies as this dirt may cause problems for other residents.
5. All common basements are to be kept in clean condition. If you have personal articles, they CANNOT BE LEFT IN A COMMON AREA or they will be considered abandoned and may be removed at any time without notice. Please use the available storage lockers: ONE PER UNIT. Please keep your storage locker locked and place the unit number on the back wall, not on the locker door. No additional storage lockers are to be built in common basement without the written consent of the Board. There should be sufficient lockers for all residents. If you cannot locate your locker and cannot obtain the location of such from the previous owner, please submit a request for assistance in writing to the Board. The Board, however, takes no responsibility for monitoring or enforcing the one locker per unit rule.
6. Unit owners are responsible for maintaining all aspects of heating and air conditioning equipment. Owners/renters must periodically check the furnace and air conditioning in the common basement. Make sure the condensation hose on the AC unit is not allowing water to run onto the basement floor. There is a drain in the floor where these lines are to be placed. If yours does not reach this drain, arrangements must be made to make this repair. If the hose stops up and water runs down the furnace unit, this must also be fixed immediately in order to prevent damage to the furnace. Change furnace filters every three (3)

months to keep the unit running at its most efficient. Please use appropriate repair technicians to perform maintenance on the HVAC system so all work is kept to code.

7. Your unit number should be displayed on your hot water heater, furnace, and AC unit.

H. HALLWAYS & COURTYARDS

1. The hallways are cleaned periodically by a cleaning company. However, this does not mean that unit owners and residents may expect the cleaning company to clean up after you. If you make a mess in the hallway, you are responsible for cleaning it up. For example: removal of Christmas trees, trash bags that may leak as you take them out, pets, etc.
2. There is NO SMOKING in any hallway or in any enclosed public area—including laundry rooms and the meeting room.
3. Nothing may be stored in the hallways—plants, furniture, and all other articles left in a hallway will be considered abandoned and may be removed at any time without prior notice. Any blockage of the hallway constitutes a violation of fire and other emergency codes.
4. Courtyards are the areas between the buildings. These areas may be used by all residents and guests. However, any damage resulting from inappropriate actions will be billed to the owner who caused the damage.

I. LAUNDRIES

1. Laundry rooms may only be used between 8:00 am and 8:00 pm daily so as not to create a nuisance to people residing above these rooms.
2. Be sure to clean the washers of any residue after your wash and remove any lint from the dryer's lint trap after each use.
3. Any maintenance problem with the laundry equipment should be reported directly to the Laundry Company (phone numbers will be prominently displayed on each machine).
4. There is no cleaning service in the laundry rooms, so be sure to clean up after yourself by removing any trash and disposing of it properly.
5. No animals are allowed in the laundry rooms to prevent allergy problems among other residents.
6. No unattended children should be in any of the laundry rooms at any time.

7. Laundry equipment is leased and not owned. Users may be charged for any damage they cause to the equipment through negligence or inappropriate use.

J. SIGNS & COMMERCIAL ACTIVITIES

1. Unless prior written approval is given by the Board or otherwise specifically granted in these rules, no signs or any kind are permitted to be displayed on the common elements, on the outsides or units, or in the windows of units. This applies to owners, Lessees, Realtors, and others.
2. The display of real estate —For Sale‖ signs is allowed only during limited —Open House‖ periods on weekends only. The placement of these signs shall be limited to no more than one at the unit and one outside the complex on Union Road.
3. Unit owners shall neither cause nor permit anything to be hung or displayed on the outside of any unit, building, or roof. No signs, awnings, canopies, radio or television antennae or dishes shall be affixed to or placed upon the exterior walls or roofs without prior written consent of the Board.
4. Units are to be occupied only by single families or two single individuals in accordance with St. Louis County occupancy codes. No unit at Colonial Woods is coded for multiple families: therefore, if you live in a unit and have a married relative living there, then you are creating a two-family situation and violating the codes. Only registered persons should be occupying the units (unit owners or persons named on a valid lease).
5. Solicitation and canvassing is not permitted in the complex. Such people are trespassing on private property and will be prosecuted. You should notify the St. Louis County 4th Precinct Police to report these occurrences: 314-892-1510.

K. PET POLICY

1. Each unit shall be allowed to have no more than one (1) small dog no bigger than 30 pounds or one (1) cat or two (2) caged birds as household pets. These restrictions to not apply to fish maintained in a household aquarium. Per the By-Law, no exotic pets or any pet other than those mentioned above are allowed.
2. St. Louis County law strictly prohibits pet owners from allowing pets to roam off leash and requires that pet owners immediately remove any animal feces deposited on common ground. Any violations of these laws are subject to St. Louis County fines in addition to any Fine imposed by the Association.

3. No animal is allowed to be staked out on common ground nor kept in a cage/run in a common area.
4. All patios and balconies are to be kept clean of pet food and pet droppings. During hot weather especially, odors from such can be extremely offensive to your neighbors and may attract other pests and rodents.
5. A fine of fifty ($50) dollars per incident shall be assessed against anyone who violates this policy. Any pet repeatedly causing or creating a nuisance or unreasonable disturbances or noise shall be permanently removed from the property upon receipt of written notice from the Board. A Fine of ten ($10) dollars per day may be assessed for failure to remove said animal within three (3) days receipt of notice.

L. TRASH & LITTERING

1. All owners and residents share the responsibility for maintaining the cleanliness of the common areas of the complex. NO LITTERING of any kind is allowed on property. Littering consists of any object that does not belong or has had board approval to be on the premises of the association and can result with fines based on Board decision.
2. All trash must be placed in plastic bags and tied securely. All trash must be placed in dumpsters, and dumpster lids are to be kept closed. Trash or debris may not be placed in front of the dumpster.
3. Large cardboard boxes must be flattened before they are placed in dumpsters.
4. Large items such as furniture, appliances, tires, car batteries, hazardous waste, bathroom fixtures, other building materials, grease, oil, paint, etc. must be removed to an appropriate disposal location by the unit owner or resident and shall not be placed in or around any dumpster on property. Contact St. Louis County for information on disposing of hazardous materials. Contact Management to inquire about how to have large items such as sofas, chairs, or mattresses hauled away at your cost.
5. If you purchase new appliances, furniture, bathroom fixtures, furnaces, or AC units, you should be able to arrange for the delivery person and/or installers to take away the old item for you. If they refuse, please contact Smith Management to make arrangements to have these items hauled away at your cost.

M. PARKING POLICIES

1. All common areas designated as parking are solely for the personal use of the unit owners and their guests or tenants. No recreational vehicles, boats, trailers, large trucks, nor commercial vehicles (except those making service calls) may be parked anywhere on property. Commercial trucks, including moving vans, are allowed to be parked only during the time required to perform service to units and shall neither block nor impede means of access and/or egress of other residents. Owners and residents using such services should be mindful of their neighbor's needs.
2. Unlicensed vehicles and vehicles not in operating condition due to mechanical defects, flat tires, severe body damage, broken windows, open trunks, gas or oil leaks, etc. shall not be allowed on property. No vehicle shall be parked or left in a common area for the purpose of being repaired or offered for sale. No major mechanical work on cars is permitted at any time. Cars which are not in running condition must be towed away to be worked on elsewhere.
3. The parking spaces on the common ground are not to be used for storing vehicles. Any vehicle parked for an uninterrupted period of fourteen (14) days shall be deemed a stored vehicle unless prior notification has been made in writing to the Board in care of Management.
4. Any vehicle in violation of policies 1-3 above shall be given a forty-eight (48) hour warning notice which shall be attached to the vehicle. 48 hours after such notice has posted, the vehicle shall be subject to a fine of ten ($10) dollars per day for each day the violation continues. If towed, the vehicle owner or the unit owner associated with the vehicle shall pay all fees associated with towing and storing of the vehicle. The Board and Management will have the towing company's information on file, and signage on property will give a phone number for the current contractor. All Fines and fees, if unpaid, shall constitute a lien against the unit associated with the vehicle.
5. All vehicles regularly parked in the common area shall be registered with Management.
6. All units have one (1) designated, marked parking space which is solely reserved for the use of the owner, tenant, and/or guest of that unit. Any requests for changes in the assignment of spaces must be submitted in writing to the Board. If another vehicle is parked in your designated space for longer than one (1) hour, the unit owner may notify Management and request that the Association have the vehicle towed at the owner's expense.

7. Second vehicles associated with a given unit may be parked in any undesignated space on property.
8. Guests should be reminded to park in unmarked spaces only.
9. There is NO PARKING in the street directly in front of the buildings on Crescent Drive.
10. There is absolutely NO PARKING in front of trash dumpsters or along roads in the complex where no spaces are marked. Any vehicle blocking trash removal or emergency services will be towed at the vehicle owner's expense.

N. STREETS, TRAFFIC, & SNOW REMOVAL

1. Streets inside the complex are primarily for the use of motor vehicles. All speed limits, stop signs, and other street signs shall be obeyed. The speed limit on all streets is 15 mph. If you are driving faster than a fast walking pace, you can be fined. This is for the safety of all residents. Speed bumps were installed to help slow down vehicles that drive too fast.
2. Snow removal usually begins at two (2) inches of accumulation. However, if more snow is expected, the snow plowing contractor may wait to plow when snow has stopped falling, depending on the circumstances of the weather.
3. Snow removal companies will plow streets first so that vehicles can get out. Later they will plow what they can on the parking lots. If you are home when the parking areas and streets are being cleared, you can help by moving your vehicle to an unmarked space that has already been cleared so that the contractor can clear that area. Neither the contractor nor the Association will be held responsible for your car being —plowed in.‖
4. The Association will place buckets with chemicals and sand in the halls during the winter months for use by residents and Management in case of slippery conditions on the sidewalks in front of each building. Do not remove the buckets from these locations, and do not use these chemicals for your individual vehicles. The ice-melt should be applied to the ground both before and after freezing precipitation.

O. PEACE DISTURBANCE & NUISANCE

1. All residents of Colonial Woods shall conduct themselves in a manner so as not to disturb the peace of other residents. Please be considerate of your neighbors by keeping all noise at a reasonable level to prevent, as much as possible, sound

passing from one unit to another. Particular behaviors to be aware of include, but are not limited to, yelling, playing a stereo, TV, or musical instrument, and having a party.

2. Parties may not be held on the common ground without authorization of the Board.
3. Peace disturbances are considered a police matter, and the affected unit owner or resident is responsible for contacting the police and registering a complaint.
4. Fireworks and firearms (including air rifles, BB guns, pellet guns, and bows/arrows) shall not be discharged in or around Colonial Woods Condominiums.
5. Any unit owner, tenant, resident, guest, invitee, or any person located in a unit shall be subject to a Fine for violating the above policies. Such Fine, if unpaid, shall constitute a lien against the unit.

P. VANDALISM, DAMAGE TO COMMON ELEMENTS OR OTHER UNITS

1. Parents are responsible for the conduct of their children.
2. Anyone who intentionally or unintentionally damages parts of the common elements shall be responsible for paying for the repair.
3. The Board may impose a Fine for any damage caused intentionally or recklessly in addition to an assessment to repair the damage. This Fine may be assessed against the unit owner or the tenant, if applicable, at the Board's discretion.
4. The person or the unit owner under whose authority or invitation the person was on the premises shall be subject to a Fine and an assessment for repairing the damages.
5. Any owner or resident who observes actions by others which degrade the appearance of the property should notify the Board and Management immediately. Such reports shall be kept confidential.
6. No owner or resident is allowed to remove any portion of the common elements' drywall for repairs or installations without the approval of the Board. Any openings in basements are considered fire hazards.

Q. INSURANCE

1. Colonial Woods Condominium Association does not carry insurance for personal property. Each owner or resident should have personal liability insurance and insurance on all possessions inside the unit. A copy of your personal policy should be sent to Smith Management Group for your file.
2. Under no circumstance is the Association responsible for any damage to personal property inside the units, no matter the cause. This means that if a natural disaster or a sewer backup (to give two examples of events that would affect both individual and common property); the Association's insurance would not pay for repair or replacement of personal property (including items kept in basement storage lockers).
3. Owners of rental units should require certificates of insurance from their tenants.
4. If a leak or other problem in a unit causes damage to the interior of other units, then the owner of the unit where the problem originated is responsible for those other units as well.

R. SWIMMING POOL RULES

Hours of operation: 9:00 am – 9:00 pm daily during pool season (or as announced at the start of pool season)

ISSUING OF KEYS:

1. Since the pool does NOT have a lifeguard, those who enter the pool area do so at their own risk.
2. Membership pool keys will be required when using the pool area. The key is valid only for the resident for whom it is issued. Colonial Woods keys may not be loaned to another person. Violators of this rule are subject to the loss of their pool privileges. A key is issued to each owner or tenant in good standing living at Colonial Woods.
3. All condo fees, late charges, other assessments, and Fines must be paid and current before a key will be issued. Keys will be revoked if a unit becomes delinquent for any reason. Residents who have had their pool privileges suspended cannot enter as a guest of another resident.
4. Before a pool key will be issued to a Lessee, the unit owner must submit an Agreement for Assignment of Association Privileges to the Board through

Management. The unit owner accepts all responsibility for any non-compliance of condominium rules and regulations by his or her Lessee.

5. Lost keys should be reported immediately to Management. There will be a $15 replacement cost for each lost key.

MONITORING:

Because there is no guard at the pool, all residents using the pool are encouraged to notify Management of pool rule violations. The Board or a delegate for the Board may inspect the pool periodically.

GUESTS:

1. Guests will be admitted only when accompanied by the owner/resident who accepts complete responsibility for any guest.
2. The number of guests per unit will be limited to two (2) at any one time unless special permission has been obtained in advance from the Board and/or Management.

ADMITTANCE OF CHILDREN:

Children under fourteen (14) years of age will be admitted to the pool only when accompanied by an adult directly responsible for their behavior. Such adult must be at least eighteen (18) years of age.

HEALTH & SAFETY:

1. Only swimming apparel will be allowed in the pool. NO cut-offs or T- shirts will be allowed. NO nude bathing of adults or children. Watertight diapers are required on babies.
2. ONLY tanning LOTIONS are acceptable. NO oils, especially baby oil, are allowed.
3. NO glass containers are permitted in the pool area.
4. SNACKS are allowed at the tables only; no food is allowed near or in the pool; immediate cleanup of trash is required to prevent pool contamination. If there is a problem because of any food debris or trash, snacks of any type will be prohibited. There is not a picnic area at the pool; if you wish to have a picnic

we suggest that you do so at a park where there are facilities. Food draws ants and other insects.

5. No smoking or drinking in the pool. Trash and smoking materials should be disposed of in the proper containers. If you plan on smoking in the pool area, please bring your own appropriate receptacle.
6. No pets are permitted in the pool area, nor shall pets be leashed to the fence surrounding the pool.
7. Persons with open sores, poison ivy, or similar skin problems will not be admitted to the pool.
8. NO running or rough play in the pool areas at any time.
9. Inner tubes, Frisbees, footballs, horseplay and toys are not permitted. A beach ball will only be allowed at "non-busy" times (when there are only very few people in the pool).
10. Slippers or shoes must be worn to the pool. NO BARE FEET.

GENERAL:

1. Rules published by the St. Louis County Health Department will be rigorously enforced.
2. Personal conduct in the pool area must not jeopardize the safety of anyone.
3. No obscene or profane language or actions will be permitted at any time.
4. Tampering with any pool equipment (including aerators, skimmers, drain covers, hoses, etc.) is prohibited.
5. The gate to the pool should be kept closed at all times, and anyone entering should keep his or her pool key visible to others.
6. All persons using the pool shall respect the rights of other swimmers.
7. No one shall enter the pool area after closing. Violation of this policy will be considered serious and will result in revocation of pool privileges for a period to be determined by the Board. The violator will also be subject to the Fine policy.
8. The pool may be closed for maintenance purposes, health considerations, weather, or any other reason deemed sufficient by the Board.
9. No loud music shall be permitted. No one should be able to hear a radio other than the person operating it.
10. All rules are subject to change without prior notice if conditions require.

11. Trespassers are subject to prosecution. Violation of the pool rules and regulations will result in expulsion from the pool and will be subject to Fines under the Fine policy.

S. MAINTENANCE RESPONSIBILITIES & DEFINITIONS KEY

FOR CODES:

"A" Used by more than one unit owner; open to all unit owners; control and responsibility completely that of the Board (COMMON AREA)

"B" Used by more than one unit owner but not open to all unit owners; control and responsibility completely that of Board.

"C" Used by only one unit owner; not open to any other unit owner; control by board; responsibility by single unit owner so served.

GROUNDS:

A All private streets and parking areas: cleaning and repair.

A All trash areas: cleaning and repair.

A All sidewalks and steps including individual entrance walks: repair.

A All retaining walls: repair and replacement.

A All lighting installed for general use: original installation, maintenance, and power.

A All lawn, trees, shrubs, and plants: planting and maintenance.

PLUMBING & ELECTRICAL:

A All plumbing supply and waste lines serving two or more units; all electrical circuitry and equipment serving two or more units: extending from source to point where multiple uses ends.

C All plumbing supply and waste lines serving only one unit; all electrical circuitry and equipment serving only one unit and all mechanical equipment serving only one unit: from the point where multiple use ends to find end point at fixture or appliance.

BUILDING EXTERIOR:

B Roof, roofing, flashing, and vents: repairs and replacement.

B	Gutters, downspouts, and splash blocks: cleaning, repair, and replacement.
B	Masonry, veneer: repair.
B	Wood trim, soffits, fascia's: repair and painting.
	Front concrete entry patio slabs and sills: repair and replacement.
B	Exterior lighting fixtures not controlled by a single unit owner: cleaning, repair, replacement, and lamping.
B	Dryer vents: repair and replacement
C	Decks, concrete patio slabs and concrete sill: repair and replacement.
C	All aluminum and glass, fixed and operating sliding patio frames, window sash, storm sash, screens, and hardware: cleaning, repair, and replacement.
C	All aluminum and glass front entrance storm door, frames, door sash, screen, and hardware: cleaning, repair, and replacement.
C	All front entry doors, frame, door sash, locks, and hardware: cleaning, repair, and replacement
C	All front entry doors: painting only.
C	Exterior lighting fixtures controlled by single unit owner: cleaning, repair, replacement, and lamping.