

HERITAGE GARDEN CONDOMINIUM ASSOCIATION
Personalized Association Management
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Weldon Spring, MO 63304
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RULES AND REGULATIONS AND FINE STRUCTURE

Violations of Indentures or Rules and Regulations of the Heritage Garden Condominium Association are subject to an automatic \$75 minimum fine. No notices or warnings, other than this notice, will be issued prior to fines being imposed. If the violation has not been corrected, the fine for the violation will escalate by \$50 each month and be charged on a monthly basis until the violation is corrected. Fines that are not paid will be turned over to the Association's attorney for collection action which will include placing a lien on the unit and filing a lawsuit to collect the unpaid fines.

As of January 1, 2024, the monthly fee is \$300. Fees are due on the first of the month with a ten (10) day grace period. All fees not paid by the 10th are subject to a \$15 late fee. Accounts are turned over to the attorney when they become 90 days past due. All attorney fees are charged to the unit owner.

CABLE or SATELLITE:

Personal Satellites may NOT be installed on roofs of your building. It may be properly secured to railings and banisters of your personal unit. The Association is not liable to replace or repair improper installations.

All TV cable and satellite lines must be properly installed in unit. No cable lines may be hung or extended from room to room on any exterior wall. It is the Unit Owner's responsibility that all cables on ground level be properly buried.

Satellite dishes not in use must be removed.

CARPORTS/GARAGES:

Carports are for the use of residents who live within the complex and are for licensed vehicle(s) parking only. No other items may be stored in your carport or garage. Cars without proper licensing may not be stored in your carport or other parking spaces on the premises and will be towed at owner's expense. No carport or garage space may be rented to another resident. No exception.

COMMON AREAS

There can be no "For Sale" signs placed anywhere on the complex. Whether it is your condominium, vehicle, etc., **NO FOR SALE SIGNS ARE ALLOWED.**

INTERIOR: No riding of bikes, roller skates, roller blades, skateboards, or ball-playing shall be allowed in carports, garage of the Trenton Building, **or any interior common area.**

No smoking in any interior common area including hallways, stairwells, storage areas, laundry rooms, parking garage and elevator at the Trenton Building or any interior common area.

EXTERIOR: No riding of bikes (on the grass)
No driving or riding of non-street legal motorized vehicles anywhere on Association property.
No hitting of golf balls.

No feeding of stray animals or wildlife.
No birdfeeder of any kind shall hang in any tree or be placed on any part of the common ground, including balconies and patios.

EXTERIOR DOORS/WINDOWS/CURTAINS/DRAPERY REGULATIONS

Replacement of exterior doors and windows must be approved by the Board of Directors prior to installation. Exterior frames of any new windows and doors must be dark brown.

All curtains/draperies/blinds must be of a generally accepted window treatment and should show “white” on the outside of the building. Any exceptions must be approved in writing by the Board of Directors.

All exterior screens must be properly fitted and maintained.

DUMPSTERS

If you have an item too large for the dumpster, you must call the hauling service and arrange for pickup at your expense. Please use trash bags and close them before depositing in dumpster to prevent debris from falling or blowing out. Trash bags should be promptly thrown into the dumpsters and not stored in any portion of the common areas, including outside your front door or on your deck or patio.

Any damage caused to common property from leaking trash bags or other waste will be billed to the owner to repair the damage.

No furniture, mattresses, box springs, appliances, hot water heaters, televisions, etc. may be put in or around the dumpsters. Anyone found disposing of large items will be charged the extra pickup cost and fined. Under no circumstances may any item be deposited in the trash dumpster that violates the Missouri Landfill Law.

The Association provides recycling containers throughout the community. Please do not throw trash in these containers. All boxes must be broken down before putting into the recycling containers. Information on what can be recycled is typically located on the bulletin boards in the buildings and on the website.

FIREWORKS – Fireworks are strictly prohibited from being used and set off on any patio, balcony, any Association property and common areas of the community. Any owner reported using fireworks will be fined an automatic \$1,000.

Fireworks may not be disposed of in any of the community’s dumpster. Doing so will result in an automatic \$1,000 fine.

INSURANCE

All owners must obtain an H-06 insurance policy for the interior of their units to include coverage for personal property, betterments and improvements, general liability, loss assessment, etc. Owners should make sure they have special coverage to cover damage plumbing issues from their units could cause to units below or next to them.

LEAKS BETWEEN UNITS

Leaks between units is an OWNER RESPONSIBILITY. The Heritage Garden Condominium Association will NOT repair or replace damage caused by leaks from another unit. It is deemed prudent to have insurance covering such incidents as well as a specific policy to cover sewer back-ups for Lower Level Residents.

Typical examples of items that can cause water leaks from your unit into the units below include but is not limited to clogged condensation hose (most common in the summer when your air conditioner is being used), leaking toilets, shower leaks, overflowing bathtubs and sinks, overflowing washer, etc.

Please do not dismiss a neighbor who is reporting a water leak from unit on the basis you don't see water in your unit. If your unit is causing a leak, the water is leaking down into the unit(s) below yours.

LEASE

Any unit sold after December 13, 2005 must be owner occupied and leasing of the unit is strictly prohibited.

For units sold prior to December 13, 2005, the following rules apply to renting your unit:

1. The managing Agent shall receive a copy of each lease agreement between a resident and landlord within the Heritage Garden Condominium Association and a resident information sheet. Each initial lease must be for a minimum of one year.
2. This agreement must be received no later than 6 working days after occupancy.
3. Heritage Garden Condominium Association reserves the right to refer all violations of occupancy and residency codes to the appropriate city, county or government agencies.
4. Failure to produce such a lease shall result in an automatic fine imposed upon the landlord.
5. In order to maintain the common areas, there shall be imposed on any non-resident owner, for move-in of their tenant into the Heritage Garden Condominiums, a one time non-refundable fee of two hundred dollars (\$200), payable at the same time the lease agreement is due. This fee is to be paid with each new tenant.

LOCKBOXES – OPEN HOUSES

1. Lockboxes are NOT permitted anywhere on the premises except in the carport space designated for the unit for sale.
2. You will be fined for each lockbox placed on your behalf. Lockboxes must be removed within five (5) days of the sale of the unit. Any lockboxes that are left will be removed by the Association.
3. Open Houses are allowed as long as no front, side or back security doors are left open for even a few minutes.

MOVING

All moving shall be done in a manner not to affect the residents of the building. The "Good Neighbor" Policy should be observed at all times. Move-ins should not begin before 8:00 AM and not extend past 8:00 PM Monday through Sunday.

1. Trenton Building: Moving shall be done from the parking area in the rear through the garage. The elevator shall not be tied up for the length of the move.
2. In all other buildings, where equipped, the moving shall be accomplished through the side doors. If your unit is on the ground level you may use your patio doors. At no time shall you drive or park on the grass. An automatic \$300 fine will be imposed for non-compliance.
3. No moving vans, rental trucks, trailers, etc. shall park in the roadway in front of the Trenton Building or at any front entrance of the other buildings.
4. Any and all damage to the buildings, elevator (Trenton Building) grounds and any shrubbery shall be repaired or replaced at the expense of owner.
5. In order to maintain the common areas there shall be imposed on the resident owner moving into the Heritage Garden Condominiums, a one time non-refundable fee of Two Hundred (\$200.00) dollars payable at the time of move-in. This fee is to be paid with each move-in.

NUISANCES

Owners are asked to pay particular attention to how their actions may affect their neighbors and be considerate-this includes noise made by pets, children, televisions, etc, odors and other actions that could be offensive to others.

Owners are responsible for remediating and mitigating offensive odors in their units, including but not limited to, cigarette smoke, marijuana fumes, strong food odors, etc.

Growing marijuana for any purpose (medical or recreational use) in a unit is strictly prohibited.

PATIO/BALCONY REGULATIONS

1. There shall be no obstruction of the Common Elements nor shall anything be kept stored on any part of the Common Elements without prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Elements without prior written consent of the Association. No clothes, laundry or other articles shall be hung, exposed or stored in any portion of the Common Elements i.e. balconies, lanais, patios and terraces, windows or exteriors of the buildings.

Patios and decks may not be used for storage and should only have garden furniture and reasonable amounts of flowers and firewood may be stored on porches, lanais, patios, balconies, decks and terraces. No pet feeders of any kind will be allowed on the patios or balconies.

Nothing can be thrown from a balcony down to the ground including cigarettes, trash, dirt from plants, liquids, etc.

2. Storage of fireplace wood is permitted on the patios or balconies. The stack of firewood is limited to 50 pcs., not to exceed 16" in length and it shall not be stored touching the wall of the building. When transporting the firewood, any loose bark or debris left on the common areas of the buildings and grounds must be cleaned up.
3. Excessive weight of firewood or other items that result in damage to the Common Areas will be the owner's responsibility.
4. Grilling and outdoor cooking of any kind is strictly prohibited. This includes but it not limited to any type of bbg grill, smoker, hibachi, etc. Any type of fire pit is strictly prohibited. There will be a regular inspection of all buildings, with an automatic fine of \$500.00 if any outdoor cooking device or fire pit is found on a patio or balcony. This fine will continue on a weekly basis until the grill is removed and could result in a lien being placed on the property.

PEST CONTROL

Unit owners are responsible for interior pest control including spraying for ants, roaches, spiders and/or other pests inside of their units. The Association performs regular pest control of the exterior of the buildings and common areas inside of the building.

DOG/PET RULES AND REGULATIONS

1. Only one dog is allowed per unit.
2. Dog must be on a leash at all times and all feces immediately removed.
3. No unattended animal shall be allowed on balconies or patios for any length of time. It is explicitly written and understood that no animal may be "tethered" to any portion of the Heritage Garden Condominium property including limited Common Elements.

Damages to grass or bushes caused by tethering shall result in a charge to the owner of \$50.00 an hour, plus cost of materials. All charges shall be due and payable on receipt of invoice. The first notice of violation include cost estimate for repair.

4. Animals cannot run loose in the common hallways which includes playing fetch or other games.

Any resident or non-resident owner not abiding by this policy will be AUTOMATICALLY FINED \$100.00. The fine will continue to be imposed on a monthly basis until the management office has been given notice that the pet has been removed.

To report a pet violation, please make sure you know where the person lives so they can be notified of the violation. A description of the pet and picture of the violation is also helpful. In certain situations, an owner asking another owner to pick up after their pet, put their pet on a leash, etc is more effective than a letter from the Association.

VEHICLES

1. No work, labor or maintenance shall be done or performed in, on, about or upon any motor vehicle, boat or machinery. This is an automatic fine without prior written notice allowing ten (10) days for remedy.
2. All abandoned vehicles and all vehicles not bearing a current State license plate with current tag and current registration. All inoperative vehicles shall be removed from the property within ten (10) days following their abandonment or becoming inoperative or failing to bear a current registration plate. Any such vehicle may be towed and the cost of removing such vehicle shall be assessed against the Unit Owner.
3. No vehicle belonging to a resident that displays commercial advertising (of any kind) is allowed on the complex.

QUIET HOURS

Quiet hours are 10 PM to 8 AM daily. During these times please refrain from running appliances, playing loud music, or making unnecessary or excessive noise including renovation projects within your unit. No contract work, including A/C installation or construction is allowed during quiet hours.

WASHER & DRYER HOOK-UPS.

Unit owners that wish to retrofit their unit to accommodate washer and dryer connections must present a written request to the Board of Directors. This will also include a proposal from a reputable installer. Approval from the Board of Directors must be obtained before any work can begin.

If it is found that you have installed a unit without notification and damage occurs as a result, you are responsible for all damage attributed to it. In addition, a fine of \$100 will be assessed and the Board will require a County inspection to assure that the job was done correctly. If there are any problems with the connection, the owner must make all necessary repairs within a reasonable time frame.

ANY PERSON(S) CAUGHT DAMAGING PERSONAL OR COMMON PROPERTY ON THE HERITAGE GARDEN CONDOMINIUM GROUNDS WILL BE SUBJECT TO PROSECUTION.

Board of Directors
Heritage Garden Condominium Association
Revised/Approved May 22, 2024