

# 2023 Rules and Regulations for Lake Saint Louis Harbor Town Area Association

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<b>Subject</b>	<b>Section</b>	<b>Subject</b>	<b>Section</b>	<b>Subject</b>	<b>Section</b>
Approvals	31	Fireworks	13	Peddlers/Solicitors	22
Authority	1	Gen. Information	2	Sales and Leases	23
Assessments	3	HTAA Responsibilities	18	Signs	24
Beach	4	Insurance	14	Satellite Dish Installation	25
Boardwalk	5	Litter	15	Shrubs/Trees	26
Boat Slips	6	Meetings	16	Storm Drains	27
Buildings	7	Owner Responsibilities	17	Swimming Pool	28
Common Grounds	9	Parking	19	Trash	8
Curfew	10	Patios and Porches	20	Utility Companies	29
Fines	11	Pets	21	Signatures and Date	30
Fireplace/Firewood	12				

## **1.0 AUTHORITY**

- 1.1 The following Rules and Regulations have been adopted by the Lake St. Louis Harbor Town Area Association Board of Directors (the Board) and are in full force and effect until further notice. Authority to adopt Rules and Regulations by the Board is granted by Article VIII, Paragraph D. of the By Laws of the Association.
- 1.2 The By-Laws are meant to protect our investment and the common elements that we own jointly. Rules are necessary to ensure this protection. Without enforceable rules, our investment might deteriorate. More important than rules should be a natural pride in the attractiveness of homes and neighborhood, the desire to make it a pleasant place to live and the wish to be a good neighbor by being considerate of others. It is to this goal of cooperation that these rules are directed.

## **2.0 GENERAL INFORMATION**

- 2.1 Lake Saint Louis (LSL) Harbor Town Area Association (HTAA) is governed by a six-member volunteer Board. Each year at the annual meeting, two Directors are elected by the membership: each for a three-year term.
- 2.2 The HTAA office is located at 121 Harbor View Drive, Lake Saint Louis, MO 63367 and the telephone number is 636-561-4095. The answering machine service is available 24 hours a day and is monitored frequently.
- 2.3 Harbor Town (HT) is a Planned Unit Development (PUD) not to be confused with a condominium comprised of 156 units situated on approximately twenty-two acres of common ground located on LSL, a 550-acre recreational lake. The following amenities are maintained by the HTAA: Boat Docks, Boardwalk, Parking Lots, Private Beach and Swimming Pool. All common ground and amenities are for the exclusive use and enjoyment of Harbor Town residents and their guests, subject to the rules provided herein.
- 2.4 At least one person using HTAA amenities shall be in possession of their I. D. card if such cards are being issued.

### **3.0 ASSESSMENTS**

- 3.1 Assessments are established annually on each unit. A contract regarding method of payment must be completed annually by each owner.
- 3.2 If the assessment becomes delinquent, a late fee of \$30.00 per month will be charged after the fifteenth of each month, and the assessment will bear interest at the rate of twelve (12%) per cent per annum. After three months of delinquency, HTAA may bring an action at law against the owner, or foreclose the lien against the property. Further, in the event a judgment is obtained, attorney fees and costs of the legal action will be added to the assessment.

### **4.0 BEACH**

- 4.1 The beach is exclusively for HT residents who are members in good standing.
- 4.2 There are no lifeguards or attendants assigned to the beach area. Swimming at the beach is at your own risk.
- 4.3 Guests must be accompanied by a HT resident.
- 4.4 Rules for the beach are posted at the beach.
- 4.5 Glass items are not allowed on the beach.
- 4.6 Animals are restricted from the beach.

### **5.0 BOARDWALK**

- 5.1 The boardwalk is designed as an area for fishing, walking and relaxing
- 5.2 For safety reasons, everyone is required to wear appropriate footwear while on the boardwalk.
- 5.3 Children age twelve and under are not allowed on the boardwalk without adult supervision.
- 5.4 Bicycles, tricycles, skateboards, roller blades and all motorized vehicles are prohibited from the boardwalk.
- 5.5 Swimming and diving from the boardwalk is extremely dangerous (due to underwater cables) and is strictly prohibited.
- 5.6 Leaving an unattended boat moored to the boardwalk is prohibited.
- 5.7 Running on the boardwalk is prohibited.

### **6.0 BOAT SLIPS AND BOAT LIFTS**

- 6.1 Members and residents in good standing may obtain a boat slip lease at the HTAA Office. Boat slip will be issued upon completion and submission of a Boat Dock Lease Agreement form along with any and all appropriate fees. Existing nonresidents renting slips will be grandfathered until vacated. Any boat owner whose boat is found in a slip not rented to him/her or refuses to remove said boat when legally directed to do so by the Board of Directors will be charged a daily use fee of \$50.00 (fifty dollars) per day until such time the boat is removed. Failure to pay such fine may result in a lien being placed on his/her property. If the boat is moved by Harbor Town the owner will be assessed for the cost.
- 6.2 A delinquent assessment is a violation of the Boat Dock Lease Agreement and will terminate the lease immediately. Boats may be towed and remanded to storage at the owner's expense. Lease permit cannot be renewed until all outstanding assessments and/or fines have been paid in full and considered current.
- 6.3 The annual boat slip lease period is January 1st to December 31st. Application for any/all boat slips may be submitted for current calendar year starting January 1st. All boats slips are available on a first come – first served basis except when a slip has been leased in the previous year.
- 6.4 Slips leased from the previous year will be granted to member/resident/non-resident on record provided there was compliance with the previous lease agreement rules and regulations and application and payments in full for current calendar year are received by the HTAA Office by March 31st. All slips leased the previous year but not renewed by March 31st shall be considered an open slip available for lease.
- 6.5 A boat slip lease is not transferable under any circumstance and cannot be sub-leased at any time. Boat slips and docks are for the exclusive use of the boat slip lessees and their guests. Only the boat(s), with a valid LSLCA boat registration sticker affixed, identified in the lease agreement, shall be allowed to moor in the assigned slip. At no time can any non-registered boat with HTAA be moored to any HTAA dock.
- 6.6 Boat lifts are only allowed in slips 1, 2, 3 & 4 on Docks B, C & D and slips 1X, 2X, 1, 2, 3 & 4 of Dock A. Exception: lifts and permits issued prior to July 10, 2012 shall be grandfathered until such time as lease lapses. Lifts in double slips must be installed at least 3 inches from the center of the double slip and only 3 inches beyond the end of the slip.
- 6.7 Only members in good standing wishing to install a boat lift must first submit an application for a Boat Lift Permit along with a five-hundred-dollar (\$500) deposit after 1-1-22. Upon approval by the HTAA Office, a boat lift may be put in place.
- 6.8 Boat lift owner shall be responsible for any and all costs associated to purchase, install, maintain, and remove a boat lift.
- 6.9 Any and all costs incurred by HTAA to repair boat docks due to the installation, maintenance, and removal of boat lift will be charged to the boat lift owner.
- 6.10 Boat lift deposit is fully refundable provided the boat lift is removed from the boat slip and Harbor Town premises within the calendar year of the current Boat Lift Permit and that, after inspection by a representative of the HTAA Office: no damage to boat docks from removal was incurred.
- 6.11 HTAA will not be held responsible for any/all damage to boat lifts due to any movement by the HTAA docks. Boat lift owners are encouraged to ensure they have proper insurance coverage with their personal homeowners' insurance coverage for any/all damage to boat lift.
- 6.12 Only freestanding boat lifts may be installed in the Harbor Town boat slips designated for boat lifts. Boat lifts that are attached to the boat docks in any manner are not allowed.

- 6.13 All boat lifts must be installed with a minimum of three (3) inches from all boat dock edges when lake is at normal level.
- 6.14 In slips one X (1x) and two X (2x) for all Docks and slips one (1), two (2), three (3) and four (4) of Dock A, boat lifts cannot be larger than ten (10) feet wide and fifteen (15) feet, six (6) inches in length when measured from outside edges of framework. Exception: those previously approved as of October 1, 2022.
- 6.15 All lifts must be manual or battery operated. No electricity can be installed on boat docks.
- 6.16 Boat lifts must be removed by March 31<sup>st</sup> if slip lease is not being renewed.
- 6.17 Any lift without a completed slip lease renewal fee submitted by March 31<sup>st</sup> will be removed at the owner's expense.
- 6.18 Boat Slip Lease Agreements cannot be included in any manner in any sale of a town home. Boat lifts can be included in sale but owner relinquishes boat lift deposit and new owner must remove boat lift within 30 days of closing. Vacated boat slip will then be leased according to rules above.
- 6.19 For safety reasons, everyone is required to wear appropriate footwear while on the boat docks.
- 6.20 Children, age twelve and under, are not allowed on the boat docks without adult supervision.
- 6.21 Diving, swimming, and fishing from the boat docks is extremely dangerous and is strictly prohibited.
- 6.22 Any violation of the Boat Slip Lease Agreement and/or the Boat Lift Permit may terminate the current lease/agreement and/or prohibit renewal of subsequent agreements.
- 6.23 Specifications for Lifts, Canopies and Supports Allowed for Harbor Town Area Association Docks:  
Manufactured Boat Lifts and Canopies for approved slips  
 Sunstream P lifts and canopies  
 Sunstream T lifts and canopies  
 Sunstream Hover lifts and canopies  
 ShoreStation lifts and canopies  
 ShoreMaster lift and canopies  
 Hewitt canopy. Hewitt Tower canopies are not allowed  
 Sunchaser lifts and selected canopies  
Approved Colors and Materials for Canopies  
 Canopy colors: White, Beige, Tan and Grey  
 Canopy material & size: Vinyl or Sunbrella Fabric, drop down sides of canopies not to exceed 24".  
 The canopy and drop-down portion must be one continuous piece of fabric.  
 Supports for canopy: Aluminum or galvanized steel  
 Size and shape of supports: Tubular or square, not to exceed 2 ½"
- Custom Made Canopy and Supports  
 All custom made supports and canopy covers must follow the guidelines as stated above and have structural engineering to certify the connections to the lift or dock with engineer sealed drawings of the canopy and supports being used. Nothing may be attached to docks. Screens must be black in color. They may not be attached to docks. Screens must be approved by Board prior to installation.
- 6.24 Swim and boating supplies, toys, tools or other items may not be left unattended on docks, boardwalk, beach or common ground. Such items will be collected at the office and disposed of after 72 hours
- 6.25 Boats docked in Harbor Town slips must be maintained in good condition at the sole discretion of the Board. Items considered are, but shall not be limited to, condition of Bimini covers, boat covers, seats, flooring, consoles etc. The Board may terminate a lease immediately or elect to not renew future leases for said boat.
- 6.26 Any damages to docks, slips or boardwalk caused by owners' negligence will be repaired and the cost charged to the owner.
- 6.27 Effective August 12, 2019 only two boat slips will be allowed per unit. Unit owners renting more than two slips before that date shall be grandfathered for those slips only. This is necessary due to the limited number of slips.
- 6.28 An owner or lessee who wishes to lease a boat slip must have a registered boat of an approved type see Rule 6.30. HTAA will hold a slip for two weeks for a new applicant to register his/her boat.
- 6.29 If two or more people own or on the title of a boat, all parties must live in Harbor Town in order to lease a boat slip.
- 6.30 Boats approved for slip rentals are delineated by LSLCA categories: Cat 2 motorboats under 21 HP, sailboats 14' to 19', Cat 3 motorboats 21 HP to 49 HP, sailboats over 19', Cat 4 motorboats 50 HP to 99 HP, Cat 5 motorboats 100 HP to 150 HP, I/O Boats, and Cat 6, 7.

## **7.0 BUILDINGS**

- 7.1 To maintain harmony throughout Harbor Town, all window coverings shall be white, off-white or a solid light color on the side (s) exposed to the "exterior". Inside wood blinds and shutters may be used with written approval from the Board.
- 7.2 All window coverings must present a neat appearance on the side exposed to the outside of the building. (Bed sheets, bed coverings and similar items are prohibited).
- 7.3 **ANY CHANGE TO THE EXTERIOR OF ANY HT BUILDING INCLUDING BUT NOT LIMITED TO: PAINTING, OUTSIDE CARPETING, SUN SCREENS, WINDOWS, DOORS, LANDSCAPING, FENCING, BUILDING ALTERATIONS, PATIOS OR ANY OTHER CHANGE MUST BE REFERRED TO THE BOARD FOR REVIEW AND APPROVAL.**

- 7.3.1 Tile of any type may not be used on front porches (1-1-2023)
  - 7.4 Do not place awnings, canopies or shutters on the exterior walls without prior written approval of the Board.
  - 7.5 Decorations of a seasonal nature such as pumpkins, bunnies, etc. must be removed from the exterior of the unit or grounds within seven (7) days after the related holiday. One exception, the December holiday season decorations must be removed from the exterior of the unit and ground within thirty (30) days after the related holiday date.
  - 7.6 An American flag or decorative seasonal flag is permitted to be hung on the exterior of the building. However, they are not to exceed the size of three (3) feet by five (5) feet. Larger American flags may be displayed on those dates officially recognized as appropriate.
  - 7.7 Do not hang clothing, towels, laundry or other articles on decks, patios or any part of the building exterior.
  - 7.8 A unit owner may make improvements to the inside of this unit if it does not impair the structural integrity of the building, alter the outside appearance or endanger the neighbors.
  - 7.9 Installation of a hot tub, Jacuzzi or any similar spa device outside the unit is prohibited, without HTAA Board approval
  - 7.10 Window air conditioners and/or window exhaust fans are prohibited.
  - 7.11 In the cases of window replacements, all framed windows must be white without accouterments. Partial replacement of windows must be white and all remaining windows must be painted white.
- Installation and replacement of storm doors throughout Harbor Town must be white without accouterments. All storm doors must have full view.

**8.0 TRASH**

- 8.1 HTAA contracts trash hauling for the entire complex and trash is collected twice a week.
- 8.2 Place your trash in your designated dumpster.
- 8.3 Contact the HTAA office for your dumpster location or special trash requests.
- 8.4 Do not store trash outside the unit/or dumpster. It must be stored indoors or placed in a dumpster.
- 8.5 Place trash in a plastic bag. No big items may be placed in or near the dumpster i.e.: furniture, mattresses, etc. Call the office to arrange for a special pickup for large items.
- 8.5(a) Any resident found placing furniture, mattresses or big items in the dumpsters will be fined \$100.00 immediately, plus the cost of special pickup.
- 8.6 Yard waste shall be placed in appropriate dumpster in office parking lot. **NO PLASTIC BAGS** allowed in yard waste dumpster.

**9.0 COMMON GROUND**

- 9.1 HT common ground is owned by the Lake Saint Louis Harbor Town Area Association and use of common ground can be restricted by the Board of Directors.
- 9.2 HT common ground is for the exclusive use and enjoyment of members and residents in good standing and their guests.
- 9.3 With the exception of Maintenance vehicles, motorized vehicles are permitted on streets and paved parking areas only, not on common ground.
- 9.4 Improvements or alterations to common ground cannot be made without written permission of the Board. Failure to maintain these improvements may result in removal and disposal by the HTAA at its' sole discretion.
- 9.5 Common ground is not an extension of a homeowner's residence. Therefore, personal property or structures are not allowed to be permanently placed on common ground.
- 9.6 Artificial flowers can not be placed on common ground nor open fire pits of any type.

**10.0 CURFEW**

- 10.1 It is unlawful for any minor under the age of seventeen (17) years of age to loiter, wander or to drive or ride in or on any wheeled vehicle within the City of Lake St. Louis between the hours of 11:00 P.M. and 6:00 A.M. of the following day. This section does not apply when the minor is accompanied by his or her parent or guardian. (Ord. 78.010)

**11.0 FINES**

- 11.1 These rules and regulations will be enforced by the HTAA Board of Directors at the owner's expense in order to maintain an attractive, pleasant and secure community.
- 11.2 Fines will be levied by the Board for infraction of these rules. A first offense will be a two-week warning letter; a second offense is a flat \$50.00 fine; a third offense will be \$25.00 each calendar week (Calendar week is Monday thru Sunday) until violation is mitigated to the satisfaction of the HTAA Board of Directors and the HTAA Board of Directors provides a written recording of mitigated infraction. In addition to the fine(s), the owner will automatically lose all HTAA amenities. For boat owners who are delinquent in assessments or fine or have leased their unit must remove their boat from their boat slip within 10 days of notification in assessments or fine or have leased their unit must remove their boat from their boat slip within 10 days of notification from the HTAA office. Failure to do so within 10 days will result in a \$50 day fine until boat is removed. Pet fines are not included in these and can be found under 21.4. In the case of tenants, owner will be fined.
- 11.3 Failure to remedy repeat infractions may result in litigation, including liens and/or foreclosure at the discretion of the Board.

**12.0 FIREPLACE AND FIREWOOD**

- 12.1 All fireplaces must be kept clean and in good working order by the owner.
- 12.2 Do not store firewood on common ground or in front of a living unit in the City of Lake Saint Louis. (Ord. 63.010)
- 12.3 The termite and pest control contract with HT requires firewood to be neatly stacked and kept at least twelve (12) inches from the building and six to eight inches off the ground using bricks, blocks or metal. Use the same measurements when stacking on concrete.

**13.0 FIREWORKS**

- 13.1 No person shall sell, use, discharge, ignite, light, market, display or possess unauthorized fireworks within the City of Lake St. Louis at any time (Ord. 62.010)
- 13.2 No fireworks may be fired from Harbor Town property and if found, there will be a \$250.00 fine.

**14.0 INSURANCE**

- 14.1 Homeowners are required by Covenants and By-Law to purchase full coverage Homeowners Insurance as required by the Covenants and By-Laws. Details can be found in the By-Laws. Harbor Town does not maintain a Master Policy on dwellings. Any damages not covered by the Homeowner's Policy will be the responsibility of the homeowner.
- 14.2 Under their own personal policy, owners and renters will need to cover any betterments and improvements done since development to the building under real property coverage along with their personal property. Unit owners need to cover sewer back-up and/or flood insurance under this policy if they so desire.
- 14.3 Any damages not covered by the master policy will be the responsibility of the unit owner.
- 14.4 Loss Assessment in the amount of \$5,000.00 must be in owner's policy for each unit for wind and earthquake.

**15.0 LITTER**

- 15.1 It is unlawful for members or residents, or any person(s) having ownership custody or control of any property in the City of Lake St. Louis to allow graffiti to be displayed on exterior surfaces of their property, or on any exterior surface of a building, driveway, sidewalk, fence, parking lot of any public or private property (Ord. 63.140)
- 15.2 No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City of Lake St. Louis except in public or private receptacles (Ord. 63.140)
- 15.3 HTAA property owners must keep the sidewalk in front of their premises free of litter. (Ord. 63.130)
- 15.4 No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city or upon private property (Ord. 63.140)

**16.0 MEETINGS**

- 16.1 Regular Membership Meetings will be held at the Board's discretion, but no less than one (1) time per year.
- 16.2 Notice of a Special Membership Meeting shall be given at least six (6) days in advance of the meeting and shall set forth the nature of the business to be transacted.
- 16.3 Annual Membership Meetings are held at 7:00 P.M. on the first Wednesday of November. Meeting location will be announced in advance.
- 16.4 Special Meetings of the Board of Directors are held as needed.

**17.0 OWNER RESPONSIBILITIES**

- 17.1 Each purchaser, on accepting a deed of conveyance, accepts the deed subject to all provisions of the HTAA. This means the Indenture of Covenants and Restrictions; By-Laws and Rules and Regulations are a part of your property. Owner responsibilities include, but are not limited to the following duties 17.2 through 17.16 as follows:
- 17.3 Owner must always notify the HTAA Board of any change of address, change of ownership or renewed lease agreement.
- 17.4 Assist in the prevention of frozen water lines. When the temperature dictates, the unit owner or occupant should (1) turn off inside valves on exterior faucets (2) disconnect garden hoses from outside faucets (3) drain outside water lines (4) set the thermostat at a sufficient temperature setting and (5) open cabinet doors under all sinks, allowing warmer air to reach the pipes.
- 17.5 Areas adjacent to individual units must be kept free of personal property ie: toys, sporting equipment and other personal items.
- 17.6 The owner must pay for damages to common area caused by owner, tenant or guest.
- 17.7 Maintain the unit in good condition, make repairs and do nothing to violate HTAA rules or violate the laws of the City of Lake St. Louis.
- 17.8 Assure no flammable, combustible or explosive fluid or material be kept in any living unit.
- 17.9 Replace or repair garage doors, hinges, rollers, tracks, locks, weather stripping.
- 17.10 Replace or repair within 30 days, fogged or broken glass doors or windows or impaired screens, including handles, locks and frames. Assure colors are compatible to HTAA requirements.
- 17.11 Replace or repair front entrance door and/or storm doors, including hinges, locks, weather stripping and frames. Assure colors conform to HTAA current requirements (call 636-561-4095).
- 17.12 Replace or repair sky lights, air conditioning units, doorbells and associated wiring.
- 17.13 Replace or repair outside light fixtures attached to the unit by front and/or rear doors. (Style and color must be consistent with HTAA requirements).
- 17.14 Replace or repair interior walls, ceilings and floors.
- 17.15 Replace or repair building sewer lines if the problem is under the foundation and/or patio or porch of owner's unit, or within the owner's unit and the sewer lateral to the connection to the building and main sanitary sewer line. Any excavation on common ground must be approved by HTAA & restored to original condition upon completion of work. Harbor Town will no longer be responsible for sewer repair. During the 2018 calendar year, Harbor Town will pay for sewer cleanout up to \$150.00 only if it involves tree roots and no damage to the lateral.
- 17.16 Replacement or repair of all domestic water service piping from the "T- Head "to the interior of the unit shall be the responsibility of the property owner.
- 17.17 Submit a Harbor Town Work Order Repair Request form for exterior maintenance.

- 17.18 Termite Inspection Requirement: Each owner/member is responsible for making their unit(s) available for termite inspection on the date and time assigned, after notifications by Harbor Town Area Association. Requirements is mandatory as failure to comply results in the entire building being uninsured for termite damage. Failure to comply within 20 business days of the date and time assigned, shall result in a fine of \$25.00 per week until these requirements are met."
- 17.19 It shall be a violation of Harbor Town Rules to physically or verbally abuse or assault Harbor Town employees or elected officials. All complaints should be addressed to the Board in writing not the individual employee. Such violation shall be accompanied by \$50.00 fine for each violation. The property Owner shall be assessed said fine in the case of tenants. Upon the second instance, amenity rights may be removed for a period of 30 days.
- 17.20 When permission is received to add landscaping or other such improvements the Owner is responsible for maintaining said improvements to the satisfaction of the Board. Failure to do so may result in fines or assessments equal to the cost of repair or removal or both.

**18.0 HTAA RESPONSIBILITIES**

- 18.1 To provide exterior maintenance to include painting, roof repair (excludes chimney cleaning), gutter repair and cleaning, downspouts, exterior building surfaces, walks, patios, decks, outside stairsteps, porches, trees and shrubs. Also included are: street lamps, building and grounds insurance, trash removal services, exterior and interior termite inspections, boardwalk repairs, boat dock repairs, beach maintenance and repairs, cove water fountain maintenance and repairs, grass cutting services, snow removal service, tree trimming and removal, parking lot maintenance, tie wall repair and replacement, swimming pool maintenance and repair, Association management, Administration and clerical services, financial management and collection, maintenance of HTAA vehicles and equipment. This list is not all inclusive or exclusive and can be amended at any time at the discretion of the Harbor Town Area Association. See By-Laws for additional information.
- 18.2 For the purpose of performing emergency maintenance, the HTAA, through its authorized agents or employees, shall have the right to enter any lot or living unit.

**19.0 PARKING**

- 19.1 DEFINITION OF TERMS: For the purpose of this section, the terms are defined as follows:  
 Resident: The owner(s) his/her spouse and/or immediate family.  
 Immediate Family: Immediate family is defined as the owner(s) children, mother or father residing full time in the owner(s) dwelling. Significant other: A colloquialism used as a gender-neutral term for a person's partner in an intimate relationship without disclosing or presuming marital status, relationship or sexual orientation. Those owners having a parking pass for a current significant other as of July 22nd, 2018 will be grandfathered. Future significant others will not be recognized as eligible for parking passes.
- 19.2 Each abutting resident parking lot is posted with signage stating "RESIDENT PARKING ONLY" along with the unit address wherein the residents assigned parking space is located. Each resident shall park in his/her registered vehicle in their assigned space. Additional parking spaces not specifically assigned will be marked "RESIDENT or VISITOR". When not in use these spaces are available for use by any resident with a second registered vehicle. Only two (2) registered resident vehicles will be allowed to park in an assigned 'RESIDENT ONLY' parking lot at any one time. Residents may only park one vehicle registered to their address in a resident space at any given time.
- 19.3 Located throughout the HTAA community are parking areas posted with signage that reads "VISTOR PARKING". These parking areas are intended for use by any resident or non-resident visitor. Resident will be expected to utilize these parking areas for any additional registered vehicles over the allowed limit as described in Section 19.2.
- 19.4 Residents shall park only in the lot where-in they have an assigned space and, in the space, assigned. If an approved space is not available in their assigned lot, they shall park in any "VISITOR ONLY" space regardless of its location within the HTAA community.
- 19.5 Visitor or resident guest vehicles shall park in "VISITOR " lots and shall not be allowed to park for more than a twenty- four (24) hour period. All derelict or abandoned vehicles shall be towed at the owner's expense.
- 19.6 No recreational vehicles shall be parked or stored on any public right-of-way (LSL ORD. 76.310) or any private HTAA owned parking lot between the hours of 12:00 midnight and 6:00A.M. except in case of an emergency or by permit. Violators shall be towed at the owner's expense.
- 19.7 Commercial vehicles or vehicles used commercially that are licensed with over 12,000 Beyond Local tags, boats, boat trailers, unlicensed or improperly licensed vehicles, recreational vehicles, class A and C equipment trailers, travel trailers or any vehicle used for storage and not transportation shall not be allowed to park in an HTAA parking lot overnight.
- 19.8 Commercial service vehicles and equipment may park in an HTAA lot for the period required to perform any services requested by a resident/property owners. Such vehicles shall not block ingress or egress to any resident vehicle.
- 19.9 All HTAA resident members shall be required to obtain a current Harbor Town windshield sticker for their vehicles in order to be allowed to park in resident parking or visitor spots and lots over 24 hours. Each sticker shall be affixed to the lower passenger-side windshield of each authorized vehicle on or before January 5th of each year.
- 19.10 Written application for stickers shall require (a)proof of ownership (registration or title) and brief description of the motor vehicle to be registered, (b)make, model, license plate number with expiration date, (c) owner's name, address, and phone number. Any resident who fails to obtain and display an HTAA vehicle sticker is subject to fine and

- suspension of their parking privileges or towing at the owner's expense.
- 19.11 A document recorded in the Office of the Recorder of Deeds of St Charles County, and entitled EXHIBIT A HARBOR TOWN PARKING PLAN is available in the HTAA offices for resident review. The HTAA Board of Directors reserves the right to amend the plan along with formal notification to applicable members.

**20.0 PATIOS AND PORCHES**

- 20.1 Patios, porches and decks must be kept clean and free of clutter.
- 20.2 Patio furniture is permitted as long as it is clean and in good repair.
- 20.3 Barbecue grills on wood decks are discouraged because of increased fire hazard.
- 20.4 Charcoal or wood burning barbecue pits or open fire pits are strictly prohibited on wood decks and common areas.
- 20.5 Do not store motorcycles, watercraft or toys on porches or patios. Bicycles in good working condition may be parked on rear patio.

**21.0 PETS**

- 21.1 Pets living in all LSL homes must be licensed by St. Charles County. (LSL Ord. 73.020)
- 21.2 The owner must obtain a St. Charles County rabies vaccination certificate and attach the tag to a permanent collar to be worn by the animal at all times. (LSL Ord.73.030)
- 21.3 Pets must be leashed and controlled by a competent person while outside the home. (LSL Ord. 73.040).
- 21.4 Every person walking an animal shall carry and use a device sufficient to remove all feces **immediately** deposited by such animal. Failure to do so, shall result in an initial fine of \$50.00 and \$25.00 per additional days for each day the violation persists. Any cost to Harbor Town for professional cleaning service shall be paid by the animal owner.
- 21.5 Animal bites must be reported to the LSL Chief of Police immediately.
- 21.6 Unattended pets may not be tethered outside the residence. Structures for animals outside the living unit are prohibited. Animals may not be left unattended on decks.
- 21.7 A limit of two pets is the maximum allowed in any living unit.
- 21.8 Pets running at large or annoying other residents will be removed by the appropriate authorities. Residents should call the Lake St. Louis Code Enforcement Officer at the LSL Police Department to report a problem (636-625-8018 LSL Ord. 73.040).
- 21.9 Inviting wild birds, ducks and other fowl to become pets by daily feeding is disallowed.

**22.0 PEDDLERS AND SOLICITORS**

- 22.1 No person in the City of Lake Saint Louis shall engage in any act as peddler or solicitor without first obtaining an identification card at the office of the City Clerk.

**23.0 SALES & LEASES**

- 23.1 All leases shall be in writing and abide by the provisions of the HTAA Indenture of Covenants By-Laws and Rules and Regulations.
- 23.2 Leases may not be less than 12 months in duration. No month-to-month rental of unit(s) is allowed. No more than one family may live in any unit. Individual rooms may not be sublet.
- 23.3 Five (5) days prior to the contract effective date, the unit owner must notify the Board, in writing, of a new owner lessee, lease-purchase or change in tenant of any definition.
- 23.4 A completed rental/lease form must be submitted with the HTAA office prior to lease of unit(s).
- 23.5 Upon lease of unit(s), **LEGAL** Owner(s) of record of unit(s) transfers all amenities and privileges (parking passes, parking space assignments, swimming pool, beach, boat slip rental, boardwalk, etc.) to the lessee and so shall not be entitled to use them under any circumstances. Persons residing in, staying at or otherwise occupying a property are considered the same as a Lessee for the purpose of this article. Immediate family of an Owner staying or occupying a property is exempted from this Rule and may have amenity rights except that only one family member may have dock rights. Immediate family is considered to be mother, father, or children of Owner.
- 23.6 **LEGAL** owner on record is responsible for the timely payment of any/all annual and/or special assessments of each unit leased. A fine will be levied for every thirty (30) days the assessments remain past due.
- 23.7 A Lessee violating HTAA Rules and Regulations will be subject to action or evict or otherwise terminate the lease agreement.
- 23.8 Should the HTAA Board question whether a unit has been leased, the **LEGAL** owner of record of the unit in question will be required to file any or all of the following documents (and keep current every ninety (90) days if required) with the HTAA office. These documents must be in the name of the **LEGAL** owner(s) of record and at the Harbor Town address in question to establish owner occupancy:
- ▶ Phone bill
  - ▶ Electric and/or Gas bill
  - ▶ Cable/Dish bill
  - ▶ Missouri Driver's License or State ID
  - ▶ Lake St. Louis Community Association ID Card

**24.0 SIGNS**

- 24.1 One "For Sale" or "For Rent" sign inside one of the living unit windows is authorized. Such signs shall not exceed 18" by 24". "Open House" signs are permitted 24 hours prior to the Open House and must be removed immediately following the Open House. Signs, flags, decorations, figures or other such items shall not contain vulgarity, profane language or words commonly recognized as such by reasonable persons. Billboards and objects of unsightly

- appearance or nuisances are not permitted.
- 24.2 Signs of any type are not permitted on common ground, porches, or affixed to buildings or visible through windows except those mentioned above.

**25.0 SATELLITE DISH INSTALLATION**

- 25.1 Approval of the Lake Saint Louis Community Association (LSLCA) Architectural Control Committee (ACC) is required prior to the installation of a residential satellite dish.
- 25.2 A copy of the ACC approval must be submitted to the HTAA Board of Directors before installation has begun to ensure compliance
- 25.3 Installation of dish should be coordinated with the HTAA maintenance personnel who shall approve the location. Dishes are not allowed on roofs or siding or common ground. The maximum fine shall be assessed for violations. Owner shall be assessed the cost of roof, siding, or other repairs.

**26.0 SHRUBS AND TREES**

- 26.1 Many of the shrubs and trees were planted by Harbor Town. Watering during dry periods is appreciated and will greatly enhance the appearance of the complex.
- 26.2 If you plan to remove or replace old landscaping or design new landscaping, you must submit your plan in writing to the HTAA Board of Directors for approval before you begin your project.
- 26.3 If trees, shrubs or landscaping are destroyed by you or a tenant, you may be required to replace or replant to maintain the attractiveness of the landscaping.
- 26.4 Trimming trees or shrubs on common ground is prohibited. This is necessary due to liability factors and past experience with trees and shrubs damaged and killed.
- 26.5 Approved landscaping installed by Owner must be maintained by Owner. Neglected landscaping may be removed by HTAA and the Owner assessed the cost of removal.
- 26.6 Landscaping placed by previous Owners become the responsibility of any new Owner.

**27.0 STORM DRAINS**

- 27.1 All storm drains in Harbor Town drain directly into the lake. Do not dispose of oil, grease, anti-freeze or other contaminants in these drains.
- 27.2 HTAA is not responsible for storm drains. All storm drains are the responsibility of PWSD No. 2 and the City of Lake St. Louis.

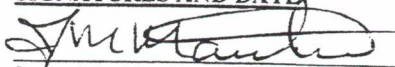
**28.0 SWIMMING POOL**

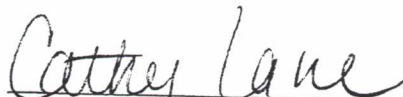
- 28.1 The pool is a private pool. Use of the pool is at your own risk.
- 28.2 HTAA assumes no liability or responsibility for the safety of individuals using the pool.
- 28.3 The pool is to be used only by residents and their invited guests.
- 28.4 All invited guests must be accompanied by a resident.
- 28.5 Guest limit is four persons, unless special arrangements have been made with HTAA
- 28.6 Pool hours and rules are posted at the pool.
- 28.7 Children age 12 and under must be accompanied by an adult (min. 18 years).
- 28.8 No running, ball playing or rough play around the pool.
- 28.9 Positively no glass is permitted inside the pool area.
- 28.10 Proper swim attire is required. No "cut off" jeans allowed.
- 28.11 Animals are prohibited in the pool area.
- 28.12 Pool attendants are not responsible for the safety of swimmers.
- 28.13 Radios must be played at a low volume.
- 28.14 No profanity will be allowed in pool area.

**29.0 UTILITY COMPANIES SERVICING HARBOR TOWN.**

- 29.1 Contacting these services is the responsibility of each resident.
- |          |              |           |                |
|----------|--------------|-----------|----------------|
| Gas      | 314-621-6960 | Water     | 636-561-3737   |
| Electric | 636-528-8261 | Telephone | 1-800-201-4099 |

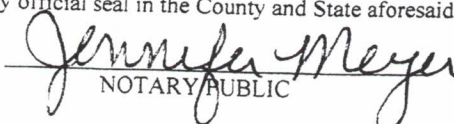
**30.0 SIGNATURES AND DATE**

  
James Matthies, President

  
Cathy Lane, Secretary

STATE OF MISSOURI, COUNTY OF ST. CHARLES

On this 31st day of August, in the year 2023, before me appeared James Matthies & Cathy Lane to me personally known, who, being by me sworn, did say that they are the Directors of the Lake Saint Louis Harbor Town Area Association, and that said instrument was signed and sealed on behalf of the Association, by authority of the Board of Directors, and said Directors acknowledged said instrument to be the free act and deed of said Association and its Directors. In testimony WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
NOTARY PUBLIC

