

Greycliff Homeowners' Association
Rules & Regulations

APPLICATION AND AUTHORITY

Purpose. These rules and regulations ("Rules") have been established to ensure the maximum enjoyment of the neighborhood by all residents, protect the investment of the Owners, and make the neighborhood, as a whole, a place where Owners take pride in the Properties.

Effective Date: The effective date of these Rules shall be November 15, 2023.

Authority. These Rules have been approved by the Board of Directors (the "Board") in accordance with the Greycliff Homeowners' Association's (the "Association") Indenture of Trust and Restrictions and are subject to change with written notice to all Owners and residents to their last known mailing address.

Indenture of Trust and Restrictions. These Rules are intended to supplement the Association's Indenture of Trust and Restrictions. The contents of the Indenture of Trust and Restrictions are incorporated herein by reference.

Publication. A copy of the Rules shall be provided to or sent to all Owners at their last known address. Owners are responsible for providing a copy to tenants.

Universal Application. All Owners, tenants, guests and pets are subject to these Rules. It is the responsibility of the Owner(s) to notify tenants and guests of these rules, and the Owner shall be held responsible by the Board for actions of the residents/guests in violation of these rules.

Conflicts. In the event that these Rules conflict with the Indenture of Trust and Restrictions, the Indenture of Trust and Restrictions shall control.

Defined Terms. Any terms not otherwise defined herein shall have the same meaning ascribed to them as in the Indenture of Trust and Restrictions.

GENERAL RULES

Vehicles/Parking. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the Properties. There shall be no parking or routes of passage across any other portions of the Properties, including all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations.

Other Parking, including Boats and Trailers. Moving and delivery trucks or trailers may use a driveway for loading and unloading. Moving and delivery trucks or trailers may not park on a driveway in excess of twenty-four (24) hours. Additionally, the parking of boats and jet skis (on trailers or otherwise) is prohibited unless prior approval for a short term duration is expressly granted by the Board.

Owners and guests are prohibited from parking at the Clubhouse unless the Association member has rented the Clubhouse for a party or meeting, or absent prior, written approval of the Board.

Street parking adjacent to or abutting any island within the Association is prohibited. An exception may exist where an Owner is having construction performed on their Property, and where a construction vehicle may need to be parked along an island in order for construction to be completed. This exception is subject to prior approval from the Board and only for the duration approved by the Board. Additionally, the Board reserves the right to require the homeowner to provide for signal persons to direct traffic if it is deemed necessary for safety purposes. Any potential closing off of a given street should be discussed with the Board in advance to facilitate such decisions.

Construction and maintenance vehicles, trailers and/or equipment used in the actual repair, construction or maintenance of the Properties will not be so restricted during such use. Use of the Owners' Properties to store construction, maintenance or commercial vehicles, trailers and/or equipment in excess of one (1) ton in the open or in an unenclosed carport is not allowed.

Vehicle Repairs. No repairs or service to any vehicle will be permitted in front of or adjacent to the residence; provided, however, that minor routine maintenance work on the Owners' own vehicles or emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as anti-freeze or oil, may not be discharged into the sewer or drainage systems.

Garage/Yard Sales. The Association has two Association-wide garage/yard sales each year, to be held on the third Saturday of April and September. The Association will promote the sale, online, with entrance signs, and in other ways as approved by the Board. Owners may not hold individual garage/yard sales with the exception of estate sales held by family members or the estate of recently deceased homeowners, which shall require advance approval by the Board on a case by case basis.

Nuisance Behavior. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereof that may be or become a nuisance or annoyance to the neighborhood. Noxious or offensive activities shall include, but are not limited to: vibration, vapors, excessive noise or odors from household pets, and noise from television, radios, sound reproduction equipment, musical instruments, and shouting.

The speed limit for all motor vehicles including golf carts and mopeds within Association property is twenty-five (25) miles per hour. Operating a motor vehicle in excess of twenty-five (25) miles per hour is prohibited by law and may, at the Board's discretion, be considered nuisance behavior.

All motor vehicles within Association property must also be operated in a prudent and careful manner, and at a rate of speed so as not to endanger another's safety or property. Reckless operation of a motor vehicle creates unnecessary risks for other Association Owners, guests, tenants, and occupants, and may, at the Board's discretion, be considered nuisance behavior. Excessive speed and/or imprudent driving that create a nuisance committed by any Owner, resident, tenant, or guest, may subject the Owner to fines in accordance with the schedule of fines contained within these Rules and Regulations.

The operation of mopeds and golf carts must be consistent with state and local law.

Fireworks are prohibited in St. Louis County and their use may constitute noise or other nuisance violations. The Board will not confront persons using fireworks at the time of use, but reserve the right to issue notices of violations and fines for the use of fireworks other than on Independence Day or New Year's Day (or on the weekend those holidays are observed if the date of the holiday falls during the week), or the day after said holidays if there is inclement weather on the date of the holiday. The Board further reserves the right to issues notices of violations and fines for the use of fireworks on those holidays if the use is excessive or unreasonably interferes with other residents' quiet enjoyment of their property. Fines for firework use shall not be subject to advance written warnings given their intermittent use. Nothing herein shall be construed as a waiver of any legal prohibition of firework use in the community.

Conduct and activities in or affecting the Association, including noise or odors from such conduct or activities, are prohibited to the extent that they unreasonably disturb other Owners, guests, or tenants. Each Owner is responsible for the conduct and activities of his or her guests and tenants, both at their Properties and in common Properties. The remedies provided against offending conduct may be applied by the Board both to the Owner and their tenants.

Verbal or physical abuse, threats against Association Owners, guests, invitees, occupants, tenants, management, staff, or employees by Owners, guests, invitees, occupants, tenants or guests are prohibited.

Pet Waste. Owners are responsible for immediately cleaning all solid pet waste for which their pets are responsible, including on another Owner's property and on common areas. Furthermore, solid pet waste should not be disposed of in the trash cans at the clubhouse, or in other Owners' trash bins.

ARCHITECTURAL, EXTERIOR APPEARANCE, CHANGES AND IMPROVEMENTS

The following restrictions and guidelines are applicable to construction, maintenance and improvements on all the residential properties:

Approval. Board approval is required for architectural improvements or modifications to a residence in those instances where an Owner is required to obtain a building permit from St. Louis County prior to construction work affecting, altering, or visible from the exterior of the residence. Owners are required to obtain Board approval prior to the construction of any decks, gazebos, sidewalk replacements/new sidewalks, driveway replacements/new driveways, fences, pools, exterior hot tubs, or the erection of any new structure on a residential lot. Commencing a project without prior Board approval will result in an automatic fine, in addition to all other rights and remedies afforded by law. Each variance added to any previously approved project must be resubmitted to the Board prior to any work being performed. Failure to get Board approval for any variance will result in an automatic fine. Owner requests to the Board for approval for modifications or improvements must be made to the Board at least 60 days in advance of the commencement of the project, and the Board shall have 60 days to approve or reject the proposal.

Siding. The siding on all homes, garages, and driveways must be maintained in a clean, dirt-free and moss/mold/algae-free condition, and must be maintained free of green dust/organic bloom or other substances which alter the original color or appearance of the siding.

Painting. Exterior paint shall be maintained in good condition and free of chipping and peeling. All exterior painting and repainting projects, other than minor maintenance, must be submitted to and approved in writing by the Board prior to commencement. The request must include samples of the paint colors to be approved for the body of the house as well as for the door and the trim.

Driveway/Concrete work/Walkways. All driveways shall be concrete. All replacement or repair of driveways must be completed using original materials. Submittal must be made for installation of any driveway and/or replacing or refinishing the same. Although the preferred material for concrete work is aggregate, other materials may be used for walkways accessing backyards when written approval is granted by the Board. All driveways must be kept clean and free of moss and vegetation.

Driveways must be maintained in good repair and in their natural color. The Board has the discretion to request that any Owner whose driveway has excessive cracking remedy such condition where such cracking is clearly visible from the street or sidewalk. Should any Owner fail to comply with the Board's request to remedy such condition, the Board may issue fines in accordance with the fine schedule contained within these Rules and Regulations.

Signs/Decals/Lighting. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Properties, except one sign not to exceed eight (8) square feet in area, may be placed on Properties to offer the Properties for sale or rent. For sale/rent signs shall be located within 10 feet of the front of the residence. The foregoing shall not prohibit an Owner from displaying political signs on their Property, so long as such political signs do not exceed eight (8) square feet in area, and are located within 10 feet of the front of the residence. Political signs may not be displayed more than 30 days before or 10 days after an election. Nothing in this paragraph shall be deemed to prohibit owners from displaying signs concerning life events (i.e. birthdays, anniversaries, retirement, new children, school acceptance/graduation) so long as such signs are not offensive, do not cause a disturbance to traffic or lines of sight and are only displayed for a reasonable amount of time.

No decals shall be displayed on any window facing the street, with the exception of those identifying a security company/system, or other such indicators to aid in first responders in emergency conditions (e.g.: firefighters). Security decals should be placed in either one of the bottom corners of the windows.

Antennas/Satellite Dishes. The Board shall regulate the placement, installation, and use of all outside antennas and satellite dish antennas. Prior written approval by the Board shall be required prior to the placement or installation of any aerial, antenna, or satellite dish antenna upon any Properties.

All outside antennas, as well as satellite dish antennas greater than thirty-nine and one-half (39.5) inches in length or diameter, are prohibited.

Antennas or satellite dish antennas shall under no circumstances be mounted on trees. Brightly colored aerials, antennas, or satellite dish antennas are prohibited; neutral gray colors, black colors, and colors matching the building to which aerials, antennas, or satellite dish antennas are to be attached are permitted. The Board shall work closely with the submitting member in an attempt to ensure that the location for installation is the best possible for reception, while minimizing impact to the common areas and neighboring properties. Placement will not be permitted on any common area.

Should an Owner violate the provisions of the Indenture of Trust and Restrictions regarding satellite dishes or antennas, the Board will have the ability to engage an expert to evaluate the Owner's Properties in order to issue a report on where the satellite dish or antenna can be placed on the Owner's house in order to comply with the Indenture of Trust and Restrictions. If such a place is located, the satellite dish or antenna must be relocated at the Owner's expense. The Owner will also be charged any applicable fees incurred by the Board in using the services of any expert.

Solar Panels. In alignment with current Missouri law, solar panels are permitted within the Greycliff Homeowners' Association. Missouri law does afford the Association with the right of reasonable regulation of solar collecting technology, and in particular the placement of solar panels or other devices on lots. Owners are reminded that any exterior modification of a building or lot requires approval of the Board pursuant to Section 8 of the Indenture. Therefore, any owner seeking to install solar panels or other solar collection devices should contact the Board in order to submit any solar project, in writing.

No Above-ground Power Lines. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Properties. All purchasers of Properties, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Mechanical Equipment. Heat pumps, propane tanks, chimney flues, hot tub pumps and similar exposed mechanical equipment shall be located on the side or rear of the house and be aesthetically concealed from view on all sides, and shall be shielded in such a manner to minimize noise, noxious odors and safety impacts. The Board shall approve the use of natural landscaping and/or an approved screening method to screen such equipment.

Gates/Fences. Fences are permitted structures in the neighborhood, but they must be constructed to maintain the integral character of the community and, pursuant to this concept, the following guidelines are hereby established by the Board:

- (1) *Pre-approval Required.* Prior to commencement and erection of any fence, a drawing of the design and specifications describing the type, shape, materials, height and color must be submitted to and approved in writing by the Board. The detailed information must include complete dimensions and the exact location of the fence in relation to the Properties' boundaries and existing structures. It is the applicant's responsibility to locate and identify the Properties' markers, both at the

site prior to Board review and as submitted in sketch form accompanying the submittal.

(2) General Conditions. The following are general conditions for approval of proposed fencing projects:

- a. In approving the design of fences, the Board will consider, in addition, the harmony of external design and location in relation to topography and surrounding structures.
- b. Fencing is to be no higher than forty-eight inches (48") as measured from average grade surrounding the fence unless approved by the Board. No fence, hedge or boundary wall situated anywhere upon any residential Properties shall have a height above the finished grade surface of the ground upon which such fence, hedge or wall is situated greater than forty-eight inches (48") unless specifically approved by the Board.
- c. Pursuant to the Indentures, only (1) wrought iron or aluminum simulated wrought iron; (2) wood picket style (wood must be unpainted and must be cedar of wolmanized with the good side facing out); or (3) white vinyl fencing is permitted. Chain link, picket, barbed wire, or corrugated fiberglass fences or gates are prohibited.
- d. All fences and gates must be maintained in proper condition, including but not limited to, cleaning and treatment to prevent dirt, as well as moss and mildew growth.
- e. All fences and gates must be maintained in an upright position. Fences or gates must not be allowed to lean greater than ten (10) degrees.
- f. Swimming pool and patio privacy fencing will be considered on a case-by-case basis.

Restricted Locations. Fences will not be permitted in the following areas:

- (1) Front yards of any Properties, or past the front corner of the adjacent structure;
- (2) Any common Properties or any portion thereof, unless installed by the Association.

Right of Entry of Association Representative. Any agent, officer, or member of the Board of the Association may at any reasonable pre-determined hour or hours upon twenty-four (24) hours' notice during construction, installation or exterior remodeling, enter and inspect any of said Properties as

to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association and any agent, or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

LANDSCAPE & YARD MAINTENANCE.

Trash Containers. Owners must remove all garbage, yard waste and recyclables containers from sight by the end of the day on each corresponding collection day, unless such containers have not yet been collected due to a delay by the waste management company. All waste containers must be kept out of sight from the street. Keeping any of your trash, yard waste or recyclables containers on the side of your house behind a shrub or plant of any kind is not permitted. Each time that trash containers are not removed from sight by the end of garbage day shall constitute a separate violation, and fines or other penalties may be imposed by the Board for such violations. Further, trash containers may be placed out for garbage collection no earlier than 2pm the day prior to collection day. Each time trash containers are placed out for collection prior to 2pm the day prior to collection day shall constitute a separate violation, and fines or other penalties may be imposed by the Board for such violations. Exceptions to these rules (for example, for trash container cleaning services) require prior approval by the Board.

Yard Maintenance. Each Owner is required to maintain their yard in a manner consistent with the standards of the Association. These standards include: keeping your lawn mowed, raked and weeded and sweeping the sidewalks; weeding and edging the flower beds and pruning the shrubs and trees. Owners, at their own cost and expense, must maintain their Properties in a neat, clean, and attractive condition at all times. Some yard projects require materials such as bark, mulch or soil to be dumped in the driveway. These materials cannot be stored in your driveway for longer than ten (10) days unless previously approved by the Board. If an Owner stores such materials in their driveway for longer than ten (10) days without prior approval of the Board, the Board reserves the right to hire a contractor to remove such materials, with the cost of the same being paid by the offending Owner.

Grass on lawns, as well as grass on the area between the sidewalk and street must be maintained at a length of no greater than eight inches (8"). Grass clippings and yard waste must be properly disposed of by Owners in appropriate receptacles. Owners are prohibited from sweeping yard waste or grass clippings onto sidewalks or streets.

ENFORCEMENT

Board's Authority. These Rules shall be adopted and enforced by the Board as provided for in the Indenture of Trust and Restrictions. Owners are responsible for compliance by their tenants, guests, invitees and all other occupants of the Owners' Property.

Reports of Violations. An Owner, tenant, or Association management may report an alleged violation of the above Rules to the Property Manager, currently Rodemyer Christel, Inc. (RCI), or the Board in a writing setting forth the date, time, and nature of the violation ("Report of Violation"). Upon receipt of a Report of Violation, the Board will make a preliminary determination of legitimacy of the reported violation, and if warranted, issue a Notice of Report of Violation to the offending

Owner and/or their tenant. If the violation constitutes a recurring violation or a violation for which a general or specific fine schedule has been published, the notice shall also specify the fine being imposed on the offending party. Upon making their determination, the Board may determine to take remedial action in accordance with the schedule of fines promulgated within these Rules and Regulations, and the Indenture of Trust and Restrictions, or otherwise as permitted by law.

Fines. Violations of these Rules may result in the imposition of a fine (“Fine”), or any other remedy provided for in the Indentures or otherwise by law. The Board will determine which behavior (or time intervals for chronic conditions) constitute a separate violation. See Attachment A

Fees and Costs. In addition to any Fine assessed, the Property Owner will be responsible for the costs associated with the violation, including, but not limited to repair of damaged Properties and any attorney's fees or other fee incurred by the Board which may be associated with the violation (“Violation Costs”).

Opportunity for Hearing. When any Notice of Report of Violation is issued, fine is imposed, or damage repair assessment is made against any Owner or Properties, the Board will notify the Owner of those Properties in writing of the nature of the violation, the amount of the Fine and/or Violation Costs, and the reason for the assessment. The Owner of that Property shall have fifteen (15) days to reply to the Notice by submitting a written statement of facts from their perspective to the Board and/or request a hearing before the Board to have the matter reviewed. This request shall be made in writing to the Board. If no request for hearing is made, the fine and/or damage assessment will become final and remain effective against that Property.

General Fine Schedule. Unless some more specific schedule of fines has been published to redress specific rules violations, Fines may be imposed, at the sole discretion of the Board, as follows:

Violation Number (same violation)

Fine

First Violation Letter	10 days to correct
Second Violation Letter	10 days to correct
Third Violation Letter	Automatic fine with recurring fines

Note:

- (1) Residents must contact the Board with intentions to correct a violation if more than thirty (30) days is needed, in order to obtain waiver of Fines.
- (2) Residents must contact the Board after incurring fines to advise the Board that violations are corrected. The Board is not responsible for knowing when a violation has been corrected. It is the resident’s responsibility to stop the recurring fine.

Payment of Fines. Fines and Violation Costs are due and payable on or before thirty (30) days from the date that notice of such Fine or Violation Cost is sent to the party concerned. Fines or Violation

Costs under these rules that remain unpaid after thirty (30) days will accrue a late fee of \$35.00 for each month thereafter, until the Fine or Violation Cost and all late fees are paid in full.

Alternative Remedies. Nothing in this section shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provision of the various Association documents, including but not limited to legal action for damages or injunctive relief.

Lien for Charges. Fines and Violation Costs imposed under these Rules will give rise to lien rights in the Association for collection of amounts due, and such liens may be enforced the same as general liens for delinquent assessments pursuant to Section 5(g) of the Indentures, including recovery of the Association's costs and legal fees arising from the placement and removal of any lien.

Interpretation of Rules. The Board shall have the right to determine all questions arising in connection with these Rules and to construe and interpret the provisions of the Rules, and its good faith determination, construction or interpretation shall be final and binding. The Board, in the discharge of its obligations hereunder and in its deliberations, shall act fairly in making decisions concerning various plans, specifications, Property plans and landscape plans submitted to it by various Owners for consideration. The determination of the Board, as to non-compliance, shall be in writing signed by the Board and shall set forth in reasonable detail the reason of non-compliance.

GENERAL PROVISIONS

Meanings. Words and phrases used in these Rules shall be given their ordinary meaning unless otherwise provided for herein.

Compliance with Rules and Regulations. Each Owner, tenant, invitee, occupant, and guest of any Owner shall comply with and abide by all the above Rules and Regulations and also those rules and regulations as may be hereafter adopted from time to time by the Board. Notwithstanding any of the above Rules and Regulations, the Board has the authority, under special circumstances, and in its sole discretion, to grant exceptions to these Rules and Regulations, provided same are approved in writing by a majority of the Board.

Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of the Indenture of Trust and Restrictions shall be conclusive evidence as to all matters shown by such records. After the expiration of six (6) months following the completion of any approved construction, addition, alteration or change to any building on a building site, in the absence of any notice to comply or in the absence of any suit to enjoin such work or to force compliance by change or removal of such work within said period, then and in that event said structure work, improvement or alteration shall be deemed to be in compliance with the provisions of the Indenture of Trust and Restrictions, and these Rules.

Amendments. These Rules may be amended by the Board in accordance with the Indenture of Trust and Restrictions.

Severability of Provisions. If any clause, phrase, provisions or portion of these Rules or the application of them to any person or circumstances shall be invalid or unenforceable under

applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these Rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

Adopted on November 15, 2023 by the Board of Directors.

4823-9332-8536, v. 8