

2020 Rules and Regulations of the
Pebble Creek Condominium Association

The following is a summary of the provisions of the condominium, the administrative rules and regulations which address the use and occupancy of Pebble Creek Condominiums.

These regulations are designed to keep the properties in good condition, to promote an atmosphere that is pleasant and safe for all residents, and to improve the value of the homes in the Association.

As members of the Condominium Association, owners agree to abide by these regulations and possess the power, through the Association, to add to or modify them as needed. Residents who encounter or experience a violation of these regulations should contact the Board through the WEB site at pebblecreekcondoassoc.com.

Common Ground

1. There is to be a Quiet time from 9:00 pm to 8:00 am. During this time there is to be no loud parties, gatherings, or construction of any kind. The only exception to this rule is construction work to be done to common areas by hired professionals. No individual may be hammering, cutting, or using any other machinery between these hours. There will be a \$25 fine for each occurrence.
2. Parents are responsible for the behavior and actions of their children and their children's guests at all times. Residents and their guest will not be permitted to climb trees, climb on buildings or roofs, porches, railings, or mailboxes, dig on common ground, or play in the landscaped areas or parking lots at any time. Unit owners are held accountable for any damage to the common elements caused by residents related to their unit and all cost for repair of their destruction will be billed the unit owner.
3. Firearms and fireworks will not be permitted in the common areas, street, parking areas, or individual unit decks at any time. There will be a fine of \$25 for each violation.
4. Residents and their guests shall behave in a responsible manner while on the common grounds. Shouting, fighting, profanity, public nudity, weapons display and other abusive behavior are prohibited. There will be a fine of \$25 for each violation.
5. Consumption of alcoholic beverages on the common ground, including front of the building decks, parking areas, grassed areas is prohibited. Exception is made for the deck area in the immediate rear of the individual units. A fine of \$25 will be made for each violation.

6. Guests who do not obey these Rules and Regulations while in the common grounds will be asked to leave the area. Refusal to vacate the area may result in the violators' arrest for trespassing.
7. Window air conditioner units are strictly prohibited. Exception will be for a period not to exceed 2 weeks, when the unit air conditioning system is non-functional and prior approval has been obtained from the board.
8. Personal property such as bicycles, toys, household furniture, barbecue grills, firewood or other articles shall not be kept or stored in the common areas. This includes trash containers and shoes. These items may not be placed on the front decks for even short periods of time. Plants and one piece of small outdoor furniture in good condition may be placed in the common area. All areas must not block or hinder the pathway on the front decks. A fine of \$25 will be made for each occurrence.
9. All bicycles must be kept in the bicycle rack found between the 2 buildings or on owners back deck. They are never to be kept on the front decks. The Association will not be responsible for the safety of the bicycles stored in the bicycle rack.
10. Bicycles and other wheeled vehicles capable of causing permanent damage are not to be operated on the grass. Fine for each violation is \$25.
11. Riding bikes, skate boards or other wheeled toys are not allowed on decks. A fine of \$25 will be issued to the unit owner for each occurrence.
12. No one shall display, hang, or store signs, clothing, sheets, blankets, laundry and other articles on a front deck or balcony or elsewhere in the front of the buildings. A fine of \$25 will be made for each occurrence.
13. Real Estate signs shall be restricted to no more than three square feet in area and no more than three feet high. All real estate signs are to be placed in the front window of the unit only. Open House signs may be in place at the entrance for one week only.
14. No signs or banners, including political signs, except for the American Flag, may be posted on the common ground for any reason.

Buildings

1. Christmas decoration on the outside of the unit shall be removed by January 15th of the following year.
2. No awnings, canopy, shutter, radio, or television antennas shall be affixed to or placed upon an exterior wall or roof. A \$25 fine per month until item is removed.

3. All storm/screen doors are to be in good repair. There is to be no torn/broken windows, screens, or hardware on any door or window. No one shall paint or modify any common elements without prior, written permission of the Board of Directors. There will be a \$25? fine for each violation.

4. Only draperies, curtains or shades of a customary nature and appearance may be hung in the windows. A \$25 fine will be made for each violation.

5. No longer relevant.

6. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property. Nothing contained herein shall prevent any unit owner from conducting work within his/her unit as long as the unit does not constitute that person's place of business.

7. Trash, cigarette butts, etc from unit owners/tenants and their guest must be cleaned up immediately by the unit owner/tenant and not left on the common areas. A fine of \$25 per occurrence will be issued to the unit owner.

NEW RULE ADDED

Trash

1. Trash, garbage, and other waste shall be placed inside the trash bin provided. NO trash is permitted on decks or common areas. All trash shall be disposed of in the dumpster, NOT placed beside or in the dumpster fenced area. No external trash cans may be stored on decks, patios, porches, or any other common ground element. There will be a \$? fine for each occurrence.

2. All trash should be placed in plastic bags and placed inside the dumpster. All boxes should be broken down in size before being placed inside the dumpster. **NO APPLIANCES, FURNITURE, OR OTHER BULK ITEMS OR HAZARDOUS SUBSTANCES INCLUDING BUT NOT LIMITED TO: OIL, GREASE, AND FREON ARE TO BE LEFT IN OR AROUND THE DUMPSTER.** A fine of \$25 will be made for each violation PLUS the cost of removal.

3. Children are never to be allowed to play on or in the dumpster area or on the mailboxes.

4. No unit owner/tenant shall give permission to anyone not living in the condominiums to use the dumpster or any common grounds. A fine of

\$25 or more will be issued to the owner.

Parking Area

1. Each unit has 2 parking spaces allocated to it. No more than 2 vehicles per unit are to be parked in the parking areas. Arrangements MUST be made with Board of Directors for more than 2 vehicles. A \$100 per month charge will be made for the additional spot.
2. Absolutely no one is to park in another owner's assigned spot without the permission of that owner. There will be a \$25 fine for each violation.
3. Guest vehicles shall only park in Visitor Parking areas. No vehicle shall be parked in such a way as to block marked parking spaces at any time. There will be a \$25 fine to the unit owner for each violation.
4. Parking is NOT permitted in NO PARKING areas. The unit owner will receive a \$25 fine for each violation.
5. Boats, recreational vehicles, trailers, commercial vehicles over 5,000GVW and other unusual or oversized vehicles shall not be kept in the parking lot. The unit owner will receive a \$25 fine for each violation.
6. All motor vehicles are to be operated in a safe manner. No vehicle shall be driven at a greater speed than 10 miles per hour while on the premises. No under age or unlicensed driver may operate any motor vehicle including a car, motor cycle, motor bike, golf cart, go cart, etc. A fine of \$25 will be made for each violation.
7. No oil changing is allowed within the common grounds or parking lots. Assigned parking places must be kept free of oil. Unit owners whose parking spots exhibit an accumulation of oil will be notified to clean and remove the oil. Failure to remove the oil from the parking spot within 30 days will result in a \$25 fine and the expense of removing oil.
8. Vehicle maintenance is permitted on personal vehicles of the unit owner or lessee only. All maintenance will be performed in the assigned parking spaces for the unit and must be completed within a 24 hour time frame. No vehicles will be left unattended on jacks, blocks, or jack stands at any time. There will be a \$25 fine for each violation.
9. No unlicensed motor vehicles or trailers are to be operated on or parked on the common grounds or parking lots. No vehicles can be used for storage. Violation of this rule will result in the vehicle being towed, with the costs assessed to the unit owner plus a \$25 fine per occurrence.

Pets

1. All pets are subject to animal control ordinances of the City of O'Fallon, Mo.
2. No unit may have more than 2 pets - dogs/cats total. No animals, including pets, may be bred for commercial purposes. There will be a fine of \$25 per month for each violation.

3. Each pet must be registered with the Board and proof of Rabies vaccine must be provided between January 1st and 31st each year. There will be a \$25 fine if not received by Jan 31 each year. Article III, C,1,a
4. No animal is to be on common areas, except under the direct control of the animal's owner. All animals must be on a leash at all times. No animal is to be allowed to run free. There will be a \$25 fine for each occurrence by owner/renter.
5. No animal is to be tethered, housed or otherwise domiciled outside the individual units. There will be a \$25 fine for each violation.
6. All animal waste committed on common ground are to be removed immediately. Animals must not be allowed to urinate on plants and shrubs. Damage done by animal wastes to landscaping will be billed to the unit owner where the pet is domiciled. There will also be a \$25 fine.
7. No unit owner shall keep a pet that exceeds 35 pounds. Existing pets as of April 12, 2011 currently living at PCCA are exempt. (Service animals used to assist a handicapped condo resident are exempt).

General

1. Incidents involving dispatching the police to any unit **may** result in a fine of \$25.
2. No unit shall be rented for transient or hotel purposes. Any lease must be at least twelve(12) months duration. A continuation of the lease may be month by month after the initial 12 months. A lessee with a 12 month lease or longer may not sublease or allow a third party to occupy the unit. No unit owner may lease less than his/her entire unit. Any lease concerning the owner's unit must be in writing. A fine of \$50 will be made for violation of this rule.
3. No unit shall be leased or occupied by more the four (4) people. A fine of \$25 per month will be made as long as owner is in violation.
4. Any lease agreement shall be made expressly subject to all the provisions of the Declaration of Condominium Ownership for Pebble Creek Condominium Unit Owner's Association, as well as the By-laws, and Rules and Regulations of the Association. The lease agreement shall expressly state that any failure by the lessee to comply with the terms of the aforesaid documents shall constitute a default under the lease.
5. The unit owner must provide the Board of Directors with a copy of the blank lease, providing full names of lessee and all occupants within 30 days of the issue of the lease. The financial arrangements may be omitted. The permanent address and emergency telephone numbers of the owners will also be provided. This information is very important and the Board will be enforcing this rule for the safety of the occupants and owners. Unit owners must sign the Tenant Information sheet acknowledging that a copy of the Pebble Creek Condo Unit Rules and Regulations have been given to the tenant.

Anyone not providing this information will be subject to a fine of \$25 per month until owner comes into compliance with this Rule.

6.A \$75 fee will be charged to cover the costs upon transfer of ownership of a unit.

7. The unit owner, not the lessee, is always responsible for Association assessments, insurance deductibles, or any other charge(s) the Board of Directors may direct to the unit.

8. Condominium fees of \$~~200~~ are due by the first day of the month. Failure to pay these fees by the fifteenth of the month will result in a \$25 late fee for each month past due. Special assessments not paid on time will also result in a fine of \$25 per month.

9. Condo fees or fines in arrears of three(3) months or more will result in legal action to collect at the unit owner's expense, and a lien will be placed on the subject unit. Pebble Creek Condominium Unit Association shall recover from the defaulting party its reasonable cost of collection fees, attorney's fees and expenses incurred, and the right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. Article VII,C,3

10. Fines will be imposed in accordance with the procedure set forth in the PCCA By-Laws Article VII, C, 2, a, b,c:

Should the Board decide to consider the nature and extent of any violation of the Declaration, Bylaws, or the Rules and Regulations of the Association and what may be a reasonable fine for any violations of the Declaration, Bylaws, or the Rules and Regulations of the Association, it shall send notice to the particular individual Unit Owner against whom the fine is to be brought, and notice shall be sent to all entities having an ownership interest in the Unit against which enforcement would ultimately have to occur. This notice shall state the accusations which the Board is bringing against the Unit Owner and shall state the date, time and place upon which such matters will be considered. The notice shall be sent not less than 10 nor more than 60 days before the scheduled hearing.

The Board shall be the administrative body which reviews all matters concerning the allegations against an individual Unit Owner. The Board's attorney shall present any credible evidence to the Board relating the allegations. The individual Unit Owner so notified shall have an opportunity to present any credible evidence available to that Unit Owner and to make any summary or closing comments which that Unit Owner may deem appropriate.

The Board shall render its decision within 10 days after the hearing. Its decision shall be forwarded to all interested parties, including particularly any individual Unit Owner against whom the fine is proposed to be levied as well as the other entities owning an interest in that Unit. If a fine is in fact levied, the amount of the fine shall be stated and a provision shall be allowed for payment within 20 days following the Board decision.

11. The Board of Directors may formulate additional policies, rules and regulations as may be needed to govern the management and use of the property and common elements. Changes in the