

EDITION 7-2019

**CASTLE GATE VILLAS  
HOMEOWNERS  
ASSOCIATION**

**1101-1294 CASTLE GATE DRIVE  
9400-9420 NATALIE CIRCLE  
OLIVETTE, MO. 63132**

**RULES, REGULATIONS & POLICIES**

EFFECTIVE: 7/5/2019

## MANAGEMENT COMPANY

Rodemyer Christel, Inc.  
3630 Grandel Square  
St. Louis, MO 63108

Office: 314-454-0800 Fax: 314-454-1556  
email: [crivera@rcirealty.com](mailto:crivera@rcirealty.com), [abelsky@rcirealty.com](mailto:abelsky@rcirealty.com)  
Community Managers: Christine Rivera, Adam Belsky

The Management Company is responsible for the following services:

1. Supervise maintenance of all common areas.
2. Secure all bids and estimates for any major repairs and present to the Board of Directors for approval.
3. Receive and account for all monthly Association dues and other income.
4. Provide the Board with monthly statements.
5. Provide an after-hours emergency answering service for residents and owners: 314-726-9877. Non-emergency, and certain other services may be billed to owners. Please use this service carefully.
6. Mailings as required by the Board of Directors
7. Assist with annual review of insurance needs, creation of annual budget and tax preparation.

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The following booklet contains the Rules and Regulations for the Castle Gate Villas Home Owners Association, produced under the authority provided to the Board of Directors: Declaration; Article VII, Section 7.1. This booklet contains a distillation of the Declaration and By-Laws, which supersede this document should any conflict arise. This is also a “fluid” document, and will be periodically updated as changes warrant. All Owners, their families, tenants, mortgagee, occupants, guest and invitees shall be subject to the following Rules, guidelines, policies and procedures, as stated in the Association’s By-Laws.

For additional information, see the **Restatement of Declaration of Residential Covenants, Conditions and Restrictions for Castle Gate Villas**. A copy shall be provided to all owners at time of purchase by the seller, and may be e-mailed via PDF, by request also.

# RULES AND REGULATIONS

## FORMATTED ALPHABETICALLY

### **AIR CONDITIONING AND FURNACE UNITS**

Air conditioning and furnace (HVAC) units for individual units are to be maintained, repaired and replaced by unit owners. Air filters are also the responsibility of unit owner to change. Please also note that your dryer duct may need occasional cleaning and make appropriate arrangements; contact the Manager for recommendations. Remember, severely clogged dryer vents can result in a fire!

### **ALTERATIONS; see also CONSTRUCTION**

As stated in the Declaration, Art. XII, Section 12.1 Review by committee. "No building, wall or other structure shall be commenced, erected, or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind shape, height, materials, colors, location and other material information of same have been submitted to and approved in writing as to harmony of external design, types of material, colors, and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee (ACC) composed of three (3) or more members of the Association appointed by the Board of Directors for a term or terms as determined by the Board."

### **ANNUAL OWNERS' MEETING**

The Annual Meeting of the Association shall be held in January of each year or at such other date as specified in the written notice of such meeting. Prior written notice will be sent to all Owners by the Board Secretary no less than 15 days or more than 40 days in advance of the meeting. The notice will include the time and place of the meeting. A quorum shall be constituted by 40% of the Members, represented in person or by proxy. \*A vote of all the owners passed to conduct the annual meeting in May, due to weather conditions.

### **BOARD OF DIRECTORS (TRUSTEES)**

The Board of Directors is chosen at the Annual Meeting. Each Director shall hold office for the term of one year and until his or her successor shall be elected and qualified. The Board of Directors meet periodically to discuss condominium issues, finances, policy, and other matters affecting the Association. If you have any issues you wish the Board to discuss at its meetings, please write a letter of explanation to the Board. Correspondence and all concerns should be directed to the Community Managers at the above address, or sent via email or fax.

## **BY-LAWS/DECLARATION**

The Association By-Laws and Declaration are an official legal document and are provided to new owners at the time of purchase. These documents supersede this Rules booklet, if any discrepancies should arise. If you have lost your copy or need another copy for any reason, the Management Company can provide one for you. Electronic copies are available at no charge. Paper copies are available for a nominal fee. New Owners please complete and return the last page of this booklet [Exhibit A]

## **COMMON AREA MAINTENANCE**

The Association provides routine maintenance services for the common areas, as well as landcare and snow removal each season. General maintenance shall include all driveways and sidewalks (except for sidewalk snow removal-see Snow Removal), all privacy walls, landscaping, painting, and repair and replacement of exterior surfaces, roofs and exterior walls of the entire Lot. Such maintenance, however, shall not include lawn care and tree or shrub replacement or lighting for such portion of a Lot which is within an enclosed patio, sundeck, screened-in porch or patio, courtyard or other enclosed area, or an Owner's personal garden. These areas are not included, but Association rules require each owner to keep their property clean and weed-free. In addition, any alterations to the areas the Association is responsible for, must have prior written consent of the Board or ACC. Please be respectful of other residents by cleaning up any mess you may cause in a common area. For purposes of performing the maintenance, repair or replacement and improvements, the Association's duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the exterior of the Lot at reasonable hours on any day.

## **HOMEOWNER ASSOCIATION FEES**

Assessment fees are payable on a monthly basis. The Management Company will provide each unit owner with mailing labels for the entire year. Payment is due on the first of the month and shall be considered late if not paid by the tenth (10<sup>th</sup>) day. A **late charge of \$25.00** and interest shall apply. Please be considerate of the time delay between your payment and processing by the bank, when planning your payment. A written notice of delinquency to the Owner will be mailed to the legal address. If the monthly installment is not paid within thirty (30) days of the date first due, a second notice will be sent. If a monthly installment has not been paid within sixty (60) days, and no arrangements have been made for a payment plan, the Board will authorize the recording of a Notice of Lien against the unit and initiate legal action to collect the debt against the Owner. These costs shall be borne by the unit owner as indicated in the Declaration.

On rare occasions, the Board will issue notice of a **Special Assessment**. This is a carefully thought-out decision which the Board takes very seriously. An expense which was unexpected will require a cash infusion from the membership. Notice will be sent in a timely fashion to make it as painless as possible for Owners to pay. The same rules apply to the collection of special assessments as for monthly HOA fees.

## **HOMEOWNER INSURANCE**

The Association carries a **comprehensive** insurance policy to cover damage to the property, including your interior spaces. You have purchased a townhome/villa, with loss, if any, payable to the Association. Each Owner is responsible for his or her

personal insurance policy, typically known as “HO-6”, in amounts as the Owner deems necessary. The Board suggests you contact your adviser or the Association insurance agent for assistance. Here are some specific recommendations:

**Property Coverage.** The Owner shall provide insurance coverage, at his expense, to protect against perils, including earthquake, covering (a) all improvements and betterments to the unit made by anyone after the original sale, by example and not limited: wall and flooring finishes, kitchen cabinets of higher value than at the time of original sale, (b) Owner’s personal property and contents, and (c) building coverage in the amount of the Association’s deductibles for (currently \$10,000) casualty and ( ? ) for earthquake policies. Each Owner is responsible for the deductible on his own policy regardless of the cause of loss.

**Liability Coverage.** Owners shall carry coverage for all occurrences commonly insured against: for death, injury, property damage and personal injury which may happen on or within the unit or by property used exclusively by the Owner.

**Association Not Liable.** In the event the Owner fails or refuses to maintain insurance, he or she shall be deemed to be self-insured and personally responsible for the loss. In no event will the Association be liable for an Owner’s failure to maintain any insurance for which they are responsible.

## **CONSTRUCTION**

Approved construction hours are from 8:00AM to 6:00 PM Monday through Friday, and 10:00 AM to 6:00 PM on Saturdays and Sundays.

The Board has observed that new owners typically do construction work to “personalize” the unit to their needs. Because the Association buildings are “attached” town homes/villas, care must be exercised when planning and implementing construction work to:

- 1) protect your neighbor’s safety by engaging licensed, professional contractors
- 2) respect your neighbor’s right to “quiet enjoyment” of their home (see Nuisance, page 8) during construction. Communication is paramount, and will reap rewards.

Any changes to plumbing, electrical or structural elements of your unit (new walls, drywall, etc) beyond a paint job or new flooring, by law require permits from the City of Olivette building division, which includes periodic inspection of the work; therefore you must submit building plans and acquire permits. The Board respectfully requests you also provide us with a copy of your “approved” plans and permits for review and verification. In addition, please note the following instructions:

- Construction debris shall not be placed on common property for any length of time.
- All construction debris shall be removed from the premises by the contractor. Trash carts are **NOT** to be used for construction debris (this includes carpeting and furniture/electronics). Please monitor your contractor for compliance; it is the Owner’s responsibility to correct these issues to avoid a fine, and/or citation from the City of Olivette.

## **DELIVERIES**

All deliveries must be arranged between the recipient and the delivery service, and no other resident should expect to be inconvenienced. For assistance in moving in or out, please contact the Manager in advance.

## **EMERGENCY DIRECTIVES**

### **FIRE**

Call 911 immediately whenever you are aware of a fire in your unit. Each home should be equipped with wired-in smoke detectors. Many are now in need of replacement (consider upgrading one of the basement units to detect fire both ways as well as CO); please contact a professional to do this work. If an alarm has gone off in error or that the fire department is not needed, call a Board Member or the Management Company immediately.

### **SECURITY**

**Please be advised that the Association cannot and does not guarantee the safety of any vehicle owner within the lots**, and should a break-in occur or damage to a vehicle happen, the Owner's auto insurance comes into play, not the Association's insurance policy.

Residents, any member of the resident's household, or a guest or other person under the resident's control **shall not engage in criminal activity**, including drug-related criminal activity, on or near the property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21U.S.C.802)).

Residents, any member of the Resident's household, or guest or other persons under the resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the property premises.

Resident and members of the household **will not permit the dwelling unit to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Resident, any member of the Resident's household, or guest or other persons under the resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the property premises.

Please note that all residents are responsible for the conduct of their guests or invitees, which includes people hired by residents. Please take appropriate precautions to make sure all people hired to do work in or around the buildings are insured and bonded.

## **WATER LEAKS/INSIDE AND OUT**

If you have a leak within your unit, you will need to contact a plumber and/or work with your insurance company regarding damages. Management has various professional contacts that you may wish to consult; please contact managers for assistance.

As explained in the section "HOMEOWNER'S INSURANCE", you own a fee-simple townhome/villa but have the shared insurance coverage of a condominium. As such, you still own the *building* and the *ground* comprising your unit (also referred to as "Lot"). Per the indentures, you also "own" the pipes supplying your home with water, natural gas and sewer services (water and sewer are paid for by you). Their viability, along with the gas lines, are therefore your responsibility.

## **FINES**

A fine policy is in place for violation of provisions in the Declaration or any of the Rules, Regulations and Policies adopted by the Board of Directors. [Declaration; Section 20.6] All fines charged against an Owner pursuant to the Act and the Governing Documents are enforceable as Common Expense assessments. The amount of fine will be determined by the Board based on the degree of infraction.

The Community Managers shall send notice of the proposed fine and explanation of the violation to the owner via U.S. Mail. The owner shall have ten (10) days after the notice date to request a hearing on the matter before the Board, or to make a written protest, delivered to the Community Managers via email, fax or in person. If a request for a hearing is not made prior to the deadline, the fine shall be deemed valid and due, in the same fashion as any other assessment. Hearings and reviews of protest shall be held by the Board at the date, time and place set by the Board in a written notice to the Owner. If the violation in question was committed by a tenant of the Owner, the owner remains liable for the actions of his/her tenant. No particular rules of evidence are followed, but the offender has the right to review all material to be reviewed by the Board (including video surveillance, if considered) at the hearing. The Board shall send written notice of its decision after the hearing or after review of the written protest.

## **LANDSCAPE MAINTENANCE**

The Association Board of Directors developed specs for and maintains a contract for landscape maintenance and [...shall be responsible for the exclusive management, maintenance and control of the Common Ground(s), including furnishings and equipment related to them, if any), the easement areas and all improvements thereon, including certain storm sewers and shall keep them in good, clean, attractive and sanitary condition, order and repair.

## **LEASING REGULATIONS & OCCUPANCY**

See also Declaration, First Amendment. On 12-29-2010, the Association amended the Declaration: "...to preserve the Subdivision as a residential community of Owner-occupants...by prohibiting future investor-Owners from purchasing and leasing a Unit after the effective date of this Article".... (sixty days after recording the Amendment. Owners who acquired a Unit before the "effective date", may lease their Unit, subject to the standard provisions outlined in the Amendment.

## **NOISE/DISTURBANCE**

Courtesy hours are from 9:00 p.m. to 8:00 a.m. seven days a week. Owners/residents will exercise reasonable consideration and avoid making or permitting to be made: loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played: musical instruments, wind chimes, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners or tenants sharing party walls. Please contact you neighbor and work together to determine the appropriate maximum volume levels. Homeowner complaints may result in written notice, followed if necessary by a penalty fine.

## **NO PARKING AREAS**

Per Art. 14, Section 14.7. No trucks, commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot unless within an enclosed garage, except for approved construction. This prohibition shall not apply to temporary, **very short-term** parking for pick-up, delivery and other commercial services. Please be considerate of other Owner's access to the street as well, do not block a neighbor's driveway.

The City of Olivette requires any vehicle parked on either side of the street, to have at least (12) feet clearance between two vehicles to allow for emergency vehicle passage. Any Owner who parks on the street is in violation of this restriction. Particularly during 2" or more snow events, snow removal vehicles must be able to get through. After a second warning, both of which will be sent to homeowners via 1<sup>st</sup> class mail, a third and subsequent violation will result in fines as determined by the Board.

## **PEST CONTROL**

At the discretion of the Board, an exterminating service may be provided to all owners up to three times a year for a nominal charge. Prior notification of the service date will be given to all owners so that arrangement can be made to enter their unit. The Board may make the treatment voluntary or mandatory if necessary, and may authorize a special assessment to cover part or all of the cost to units treated. If the treatment is mandatory, the Board reserves the right to enter units. If entrance to a unit is not provided, a locksmith will be utilized and charges will be applied to the owner's account. Anyone who gets firewood delivered must store it on a rack off the ground, to discourage pests, including bees and mice, and especially termite transfer.

## **PETS**

As stated in the Declaration, pets are limited to no more than two per unit in aggregate: dogs and cats (no more than two). All dogs shall be kept on a leash or in an enclosed container (crate) while in the common areas. The owner/resident is responsible for cleaning up "immediately" after their pet, and for any damages caused by his/her pet while on common areas of the Association. All pets must be kept in compliance with animal health laws and local license laws. Pets should not be a nuisance to others nor have vicious propensities. Owners whose pets cause a nuisance problem for others will be responsible for either relocating the pet or training it in a reasonable time. The time period shall not exceed 30 days from written notice of a violation, and will be subject to fines as determined by the Board. (see Section 14.6, and 14.6.1).

## **PROBLEMS**

### **IN YOUR HOME**

All maintenance and repair of your home interior is your responsibility.

Suggested contractors are available from the Management Company.

In rare instances, a faulty appliance or leaky pipe in your unit may affect another unit. If you know this is happening, please contact someone in the other unit and inform them about the problem and your schedule for repair. It is imperative that residents cooperate with each other in solving these problems.

## **REPAIRS AND MAINTENANCE**

The Association and the Home Owners share responsibility for the maintenance and upkeep of each lot and dwelling. Below is a common list of maintenance and repair issues, and who assumes primary responsibility for each. *This list is not inclusive.* For questionable issues, or for issues not listed here, please contact the property managers:

### **Association Responsibilities**

- Common areas, including islands and land in the community not associated with an Owner's lot
- Exterior walls, including brick maintenance and tuck pointing
- Periodic cleaning of gutters, downspouts, pop-ups
- Painting of exterior trim, front and lower-level doors
- Painting/repair of decks, when the community is scheduled for painting; and when repairs are required due to normal wear and tear
- Repair of concrete sidewalks and driveways.
- Roofs - Spot repair and maintenance of roofs. Full roof replacement will likely require a partial Special Assessment when that time comes.
- Repair and maintenance of any tie-walls or retaining walls on the property
- Snow removal
- Mowing and maintenance of landscaping, except for personal gardens
- Maintenance of the in-ground sprinkler system
- Treatment/control of pests such as possums, moles and grubs, as needed
- Lighting in common areas, as provided by the Association
- Replacing of mailboxes, if necessary

### **Owner's Responsibilities**

- Heating and cooling equipment, both inside and outside of the unit
- Hot Water Heater
- All appliances contained inside the living unit
- Garage doors/garage door openers/lights
- Garage floors
- Foundations, including cracks and other settling issues
- Interior wall repairs
- Electrical repairs or modifications
- Sump pumps, and attached drain system
- Repair of decks when damage is not wear-related
- Maintenance of personal gardens and other landscaping features

**continued**

- Pest control, including pests in dwelling, and prevention
- Repairing/replacing screens, doors, and windows (for storm doors, remember that Board and/or ACC approval is needed prior to installation).
- Any exterior lighting (front door) or modifications, installed by the Owner.

## **SAFETY AND SECURITY**

Each Owner and occupant of a Unit, and guest and invitee, is responsible for his/her own personal safety, and security of the property, within the Community. The Association may, but is not obligated, to maintain certain activities designed to enhance the level of safety or security of persons and property within the Community (ex.: timed parking gate closure, surveillance recording devices). The Association shall not in any way be considered an insurer or guarantor of safety or security within the Community, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measure undertaken.

No representation or warranty is made that any gates to limit access, and any surveillance cameras, and any other device, system or measure, cannot be compromised or circumvented, nor that any such device, system or measure undertaken by the Association will in all cases prevent loss or provide the detection or protection for which it is designed or intended. Gates and fences are intended for privacy, and surveillance cameras are intended to deter crime; neither of these measures should be relied upon for personal safety or security. Each Owner acknowledges, understands, and shall be responsible for informing tenants and all occupants of the Unit that the Association, Board and committees, are not insurers or guarantors of security or safety, and that each Person within the Community assumes all risk of personal injury and loss or damage to their property, including Units and vehicles and their contents, resulting from acts of third parties. Each Owner is responsible for maintaining insurance to protect his or her own interests.

## **SNOW REMOVAL**

The Management Company contracts with a snow removal company to service the driveways, when conditions require. These conditions are based on City of Olivette guidelines of two (2) inches to start plowing. Snow/ice-melting chemicals will be applied as necessary. The snow removal company will clear and treat driveways when snowfall exceeds two inches. Sidewalks are typically not shoveled nor treated, except in extenuating circumstances. If you think you have such a need, please contact Management to arrange. Also, please let manager know if you would like to have a container of ice melt for your use. City plow trucks must have FULL access to clear the streets, and snow crews will not clear driveways with cars. **When City services and contractor crews are expected, please be sure to park your vehicles in your garage if you expect service, and in all cases, no vehicles can remain on the streets: Castle Gate Drive and Natalie Circle.**

## **TRASH**

Please place garbage in sealed bags before disposing in the receptacles. All trash must be placed inside the receptacle. These receptacles **shall be stored in the garage**, and only be placed on the exterior of the home the evening before pickup. They must be removed by nightfall on the day of pickup (Section 14.12).

## **YARD SIGNS**

The Declaration of Residential Covenants and Restrictions explain in Section 14.17 and 17.1 that: “no signs, window displays, or advertising signs” are permitted without the prior written approval of the Association. Exception is made only for: name and address signage (24 square inches), security system, and government notices as may be required by public agencies.

For Real Estate sales purposes (14.17.2), one “For Sale” sign is permitted, not to exceed five (5) square feet in size. It is permitted to be placed within the window or the exterior of the unit upon the property for the sole and for the exclusive purpose of advertising the sale of the property it is posted upon. An additional, “Open House” sign, of the same size or smaller, may be placed in front of the Unit on the day of the event, and removed immediately after the event.

**The Rules, Regulations and Policies in this booklet were adopted by the Board of Directors on Dec 15, 2015**

View current edition statement on cover page.

# CASTLE GATE VILLAS HOMEOWNERS ASSOCIATION

[EXHIBIT A]

Please complete this information form and return it to me.

## RESIDENT INFORMATION FORM

Occupant Name(s): \_\_\_\_\_

\_\_\_\_\_

Unit address: \_\_\_\_\_

Email address, if available: \_\_\_\_\_

\_\_\_\_\_

Home phone/Cell: \_\_\_\_\_

Work phone/Cell: \_\_\_\_\_

Insurance Co. (Form 6 policy): \_\_\_\_\_

Agent Name/address/phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dogs/Cats: \_\_\_\_\_

Species, color, name-(2 dogs allowed) Pets registered here, if your lease permits. I agree to be bound by the Assn. pet rules (page 8), as they may be amended.

**I have received** and read the Association Rules booklet. I agree to be **bound** by the rules within the document.

\_\_\_\_\_  
Signature of resident(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Thank-you,

*Christine Rivera & Adam Belsky*

Community Managers: [crivera@rcirealty.com](mailto:crivera@rcirealty.com) & [abelsky@rcirealty.com](mailto:abelsky@rcirealty.com)

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