

Revised July 25, 2023

New items added in the last two years are marked with a *.

THE TOWERS AT PARKVIEW BAY RULES AND REGULATIONS

These rules and regulations are to insure the rights of all Owners and guests. All fines will be issued to the Owner of unit, not the company managing the individual unit for the Owner.

1. PETS

**Only Owners and immediate family may have pets at The Towers.
Immediate family is considered to be sons, daughters, mothers and fathers.**

Owners must have their and/or immediate family pets registered with the Home Owners Association on the form provided by the management office. Update of information is responsibility of Unit Owner. Pet must be on a leash at all times outside of unit on Tower's property and must be accompanied by Owner. No pets or animals of any kind allowed in pool areas. Only pre-registered and emotional support animals will be allowed. Owners are responsible for any/all damages to property that is caused by the pets registered to their unit.

If an Owner does not register a pet, a fine will be assessed against the Owner of the Unit as long as the pet remains on the premises.

FINE: \$500.00 per occurrence (per day).

Registered pet tags must be visible on the pet's collar or leash when the pet is outside of unit.

FINE: \$25.00 per occurrence to Unit Owner.

Everyone must clean up after their pet or be fined.

FINE: \$50.00 per occurrence.

No pets are allowed on grassy area lake side.

FINE: 1st Occurrence – Warning to the Unit Owner.

2nd Occurrence – \$25.00 per occurrence.

No excessive noises by pets that cause annoyance to neighbors (barking, howling, whining, etc.)

FINE: 1st Occurrence – Warning to Unit Owner.

2nd Occurrence – \$25.00 per occurrence.

Service animals and emotional support animals will be permitted for persons holding and providing a certificate of necessity, to the HOA, from a physician on the physician's letterhead with a current year date. This information will be verified with provider. These animals must be registered with the Association and have the registration tag visible on the animal's collar or leash while outside the unit. Renters must pre-register their service animal or emotional

support animal prior to arrival. Renters failing to pre-register their animal, the unit owner will be fined.

FINE: \$250.00 per day.

Renters who bring pets will be asked to remove pet from property or a fine to the Unit Owner will be applied.

FINE: \$500.00 per day.

2. QUIET TIME

QUIET TIME IS FROM 11:00 P.M. – 8:00 A.M. DAILY

FINE: 1ST Occurrence – Warning issued by Security.

FINE: 2nd Occurrence to same unit – \$250.00 fine.

FINE: If Law Enforcement is required and called by Security – \$250.00 fine.

When Security is not on duty, please call the Osage Beach Police Department (573-302-2010) if necessary.

No moving of furniture in and/or out of unit between 10:00 p.m. – 8:00 a.m.

3. PARKING

Parking spaces inside Garage are private and assigned.

All vehicles parking inside garage MUST have a Towers issued parking sticker or a Temporary Parking Pass issued by the Owner of the parking space displayed on dashboard of vehicle. OWNERS ONLY of assigned space must call Management or Security to have a violating vehicle towed. The vehicle will be towed at the vehicle owner's expense.

Absolutely no parking of trailers, RV's, buses, semi tractor/trailers, etc., inside garage or on upper level of garage. Exceptions for upper level will be made for late arrival after 4:00 p.m., for any boat or PWC trailers parking on the upper level of the garage. MUST be removed by 10:00 a.m. the day after arrival. Trailers MUST BE HITCHED to the vehicle at all times.
FINE – Will be towed at the owner's expense.

All vehicles must be kept free of flat tires, broken windows, leaking oil/fluid, or any other condition that renders the vehicle inoperable, which damages the property, and/or constitutes an eyesore.

FINE: A warning with 7-day allowance. After the time period, it will be towed at Owner's expense.

Storage of vehicles (unregistered or unlicensed or inoperable) of any type in any space or on the lot is prohibited.

FINE: A warning with 7-day allowance. After the time period, it will be towed at Owner's expense.

No major repairs of vehicles are allowed on Tower's property.

4. POOL

SWIM AT YOUR OWN RISK NO LIFEGUARD ON DUTY

The outdoor pool/indoor pool/hot tub/sauna/room are for Owners, their guests and renters. Renters are not to bring guests. Pool/hot tub/sauna/workout room hours are 8:00 a.m. to 11:00 p.m. Saving of chairs is not allowed. We recommend that children under the age of 12 be accompanied by an adult when using the pools, hot tub or sauna. We also recommend that the adult or person accompanying be a competent swimmer. No pets or animals of any kind are allowed in pool areas. Only pre-registered service and emotional support animals will be allowed. No climbing on fence or railings. No tying of canopies/shade producing items to railings or fences. Proper swimwear is required. No street clothing, cut-offs or blue jeans are allowed. Infants/children not potty trained must be in swim diapers. No discharge of bodily fluids allowed. No smoking in indoor pool/hot tub/sauna area. Radios are to be played at a volume that is considerate of those around you. Remove trash from your area when leaving pool areas. Admission to pool areas, hot tub, and sauna may be refused to anyone with skin abrasions, infections, or anyone in the opinion of the Board of Directors that would endanger the health of others. This includes those that may be under the influence of alcohol and/or drugs. The pool areas may be closed for maintenance, health reasons, and weather conditions as directed by Management. All posted rules are to be followed.

Owners must have GREEN wristband while using pools.

FINE: 1st Occurrence – Warning and must obtain GREEN wristband.

Renters must have RED wristband while using pools.

FINE: 1st Occurrence – Warning and must obtain RED wristband.

2nd Occurrence – \$25.00 per occurrence to Unit Owner.

No bottles or glass items of any type are allowed in pool areas.

FINE: 1st offense – \$100.00 to Unit Owner.

FINE: 2nd offense – \$500.00 to Unit Owner.

If glass breaks, pool must be drained and refilled at Owner's expense.

No running, pushing, horseplay or diving in pool areas.

FINE: 1st Occurrence – Warning to Unit Owner.

Pool furniture must not be removed from fenced pool areas.

FINE: 1st Occurrence – Warning to Unit Owner and return of furniture to pool area.

5. DOCKS

Dock slips are privately owned. Do not use unless you have been authorized by Owner of the slip. The slip finger that goes along with the slip is the shore side finger.

FINE: Water Patrol will be called by Owner or Management for removal.

Follow “No Wake” rules for boats and PWC’s where posted.

- * Alterations to your slip area and/or dock, and full hanging boat covers require BOARD APPROVAL. If a full hanging boat cover is Approved, you will be required to add a new anchor to the dock.

Drop-off and pick-up by others are at ends of large docks only.

No overnight docking at ends of docks.

FINE: Water Patrol will be called by Management for removal.

No boat tie-up to PWC dock.

FINE: Water Patrol will be called by Management.

No gasoline/fuel containers are allowed on any docks.

FINE: \$50.00 per container to Unit Owner.

If you use the fish cleaning station, clean the area when done.

FINE: 1st Occurrence – warning to Unit Owner.

2nd Occurrence – \$25.00 per occurrence to Unit Owner.

6. TRASH

Do not leave trash outside door of unit. All trash must be taken immediately to the dumpster.

FINE: \$50.00/bag per occurrence to Unit Owner.

Dumpsters are for household trash only.

Federal Regulations prohibit, but are not limited to, the following items:

Tires
Vehicle or machine batteries
Motor oil and other vehicular fluids

- * Paint/Paint Thinner, construction materials, etc.
Yard waste/plants/trees/shrubs
Furniture
Mattresses/carpet
- * Appliances including stoves, refrigerators, water heaters, furnaces, grills
Bio-hazardous materials/waste

* FINE: \$500.00 per occurrence for any of the above items.

* No trash bags in Lobby Entrance receptacle.
FINE: \$25.00/bag to Unit Owner.

Littering on Common areas strictly prohibited.
FINE: \$25.00 per occurrence to Unit Owner.

7. SATELLITE DISHES/ANTENNAS/VIDEO SURVEILLANCE

Antennas are prohibited.

Portable satellite dishes may not exceed 24" and may be placed only on private areas, such as balconies or patio areas. This does not include the roof, which is a common area.

Video surveillance equipment is not allowed on exterior areas of unit.

Video surveillance equipment is allowed on your boat slip only. It must be static and be able to view only YOUR slip/boat. Must be in accordance with applicable law and needs BOARD APPROVAL.

8. ENTRY DOORS/SCREEN DOORS/WINDOWS

Entry doors must appear as all other doors currently installed at The Towers at Parkview Bay. No exceptions.

Storm doors and screen doors will be allowed only with approval by Board. Please contact the Management Office for details.

For never occupied units, draperies or approved window coverings must be installed within 30 days of purchase of unit.

No sheets, foil, cardboard, newspapers, etc., may be used to cover windows or doors.

All draperies, curtains, blinds, window coverings at doors, windows, and patio/balcony doors must be white or off-white with white or off-white lining/backing.

If clear plastic is installed for insulations purposes, it must be applied to interior only and maintained in good appearance.

9. WALKWAYS/PATIO/BALCONY

No charcoal grills.

Propane grills must be fueled directly from unit outlet, and must be attended at all times.

Be considerate of neighbors when burning off excess grill residue.

Grills should be placed away from siding or screens while in use.

Propane "heaters" are to be fueled directly from unit outlet.

No gasoline or propane containers are allowed.

FINE: \$50.00 per container to Unit Owner.

No towels, swimsuits, lifejackets, etc., shall hang on railings.

FINE: \$25.00 per occurrence to Unit Owner.

Major maintenance, repair and replacement require BOARD APPROVAL.

If patio/balcony is in need of repair and/or becomes a safety hazard or eyesore, Unit Owner will receive written notice and be given 30 days to complete the repair. If failure to complete the repair in the agreed upon time frame, the repair will be completed by the Association. Owner will be billed for all expenses incurred by the Association.

Surface repairs such as cracks and painting are the responsibility of the owner.

Patio/Balcony may contain items such as patio furniture, barbecue grills, flower pots, etc., and may not be used as a storage area.

10. SIGNS

No "For Sale" sign or any other type of sign may be placed outside on lake side of unit. Management will enter unit and remove sign.

One "For Sale" or one "For Rent" sign may be placed on the inside window of unit on walkway – not lake side – side of unit. Sign may not exceed 18" X 24".

"Open House" signs are allowed only during the open house (4 hours maximum per week).

No signs or banners may be attached to outside entry or deck railing.

Signs that do not comply with these rules may be removed by Management or the Board.

11. WILDLIFE

Feeding birds, ducks, geese, cats and other wildlife near building, patios and balconies is strictly prohibited.

FINE: 1st Occurrence – warning to Unit Owner.

2nd Occurrence – \$25.00 per occurrence to Unit Owner.

12. SOLICITING

Soliciting of any type is prohibited. This is a private complex. Management has the right to remove and/or exclude those activities that are undesirable to you or the complex. If you are being disturbed, please call the Osage Beach Police Department (573-302-2010).

13. DELIVERIES

You are responsible for accepting deliveries to your unit. If you cannot be home when a delivery is to be made, contact a neighbor or make other arrangements.

14. RENTING

Each Owner shall have the right to rent the unit so owned for single family occupancy, subject to the following:

Every rental agreement shall be in writing and shall be subject to all provisions of the Bylaws and Declarations. The rental agreement shall incorporate the Rules and Regulations and the

By-Laws and Declarations of the Association by reference and shall include that any violation of the covenants and conditions of the agreement itself, other than nonpayment of rent, shall be additional basis for termination of the agreement by the Board;. Failure to abide by the Rules and Regulations on file may result in eviction of tenant by the Unit Owner.

It is imperative that the rules governing rental agreements as put forth in the Homeowners Rules and Regulations be followed implicitly.

Owners are responsible for their tenant. Tenant's infractions will be referred to the responsible Unit Owner. Related penalties will be assessed against the Owner.

15. PAYMENT OF CONDO FEES/ASSESSMENTS/SPECIAL ASSESSMENTS

Condo fees/assessments (including special assessments) are due to the management office on the 1st day of the month of the billing quarter: January 1 April 1 July 1 October 1

Payment not received by the management office by the last day of the 1st month of the billing quarter will be assessed a \$25.00 per month fine, plus 1-1/2% interest monthly. January 31 April 30 July 31 October 31

Payment of Condo fees/assessments not paid after 45 days of the 1st of the month of the billing quarter will have the cable, internet and access to indoor pool/sauna/hot tub removed until payment is made including fines and interest.

February 15 May 15 August 15 November 15

16. COMMON ELEMENTS

No improvement may be made to or added to the common elements or exterior portion of a unit without prior written permission from the Board.

No clothing, laundry or other articles may be hung, displayed or exposed on any portion of the common elements or on or about the exterior of the building, including patio, balcony and stairway railing.

No articles shall be placed or attached to the exterior of the building.

Common corridors may not be used for storage of personal items.

Personal articles such as wagons, toys, bicycles, scooters, yard games, etc., are not to be stored or left on grass, walks, parking areas, hallways, walkways, or breezeways overnight.

No common walks, stairs, halls or drives shall be obstructed.

All items left on common areas overnight will be removed and disposed of at Owner's expense.

Violations involving unsightly or unauthorized obstructions of any portion of the common elements will be enforced according to the condominium By-Laws and Declarations.

17. INSURANCE DEDUCTIBLE

When a loss occurs to a common element due to the neglect of a Unit Owner, Tenant or Visitor, then the deductible, which is now \$25,000.00, will be assessed against the Unit Owner.

18. ALTERATIONS/ADDITIONS/INSTALLATIONS

All alterations or additions to any unit must be approved by the Board.

Plumbing, electrical and other system changed must be approved by the Board.

19. GENERAL

Fireworks are prohibited.

FINE: \$250.00 per occurrence to Unit Owner.

No skateboarding, rollerblading, riding on bicycles, scooters or running on walkways.

FINE: 1st Occurrence – warning to Unit Owner.

No climbing on fences, railings or retaining walls.

- * No smoking in the Entryway, Indoor/Outdoor Pool, or Exercise Room. A designated smoking area will be placed outside the Outdoor Pool fence.
FINE: \$25.00 per occurrence to Unit Owner.

- * The electrical outlets outside the Lobby are not for personal use. \$25.00 Fine.

Do not "hold" the elevator. No horseplay in elevator or defacing panel.

Illegal activities are not allowed on or within premises.

Owners of unit will be invoiced fines directly – not rental management companies.

Disagreement with assessed fines should be addressed to the Association Board of Directors IN WRITING, not the HOA management company or their representatives.

During the winter months, your thermostat needs to be set at 55 degrees or above for HEAT.

Upon leaving your unit to return home or travel, the water needs to be turned OFF at the main water valve.

- * The Management Office requires a key to all units. All units will be entered for Pest Control, Water Check, Heat Check, Sprinkler Inspection, and any other maintenance reason. This is necessary in order to keep our building Pest Free, No Water Leaks and meet State and Local law.
- * All subcontractors, cleaning companies, and service companies need to provide a Certificate of Liability Insurance to the Management Company before any service is provided on the Association property. If a certificate is not provided, then the Unit Owners assumes all Liability of the company.

The Towers at Parkview Bay and Parkview Bay are SEPARATE complexes, and we do not share amenities.

Violators will be asked to leave. If not, the Osage Police Department will be called by Security or Management.

Security Information

- * Security will be patrolling The Towers 7 days a week from Memorial Day to Labor Day.
Memorial Day to Labor Day: Sunday through Friday 6 p.m. – 2 a.m.
Saturday 2:00 p.m.-2:00 a.m.

Security Cell Phone: (573) 280-3300

When security is not on duty, please call the Osage Beach Police Department 573-302-2010, if necessary.

On behalf of the Board of Directors, if you believe an infraction has occurred that affects your right of quiet enjoyment of your unit or the common elements, please contact IN WRITING to:

Lakefront Property Management
1025 Elks Way
Suite 100
Osage Beach, MO 65065

to voice your concerns to the Board of Directors.

The Board of Directors reserved the right to modify the Rules and Regulations at any time. A copy of same will be on file at the management office.