

## Kapilana Estate Condominiums Rules and Guidelines

Revised as of July 12, 2023

These rules are designed to make living at Kapilana Estates Condominiums pleasant and comfortable. In living as neighbors, all of us not only have certain rights, but also obligations to other owners. It should be recognized that the restrictions we have accepted and which we impose ourselves are for mutual benefit and comfort.

No rules defined by the Board of Directors supersede the Declaration of Condominium or the Articles of Incorporation, or By-laws of Kapilana Estates Condominium.

Violations by Owners, Owner Employees, Owner Lessees or Renters, Invitees, Licensees and Guests are the responsibility of the owners.

Pursuant to the powers vested in the Board of Directors of the Kapilana Estates Homeowners Association Inc. by virtue of that certain Declaration of Condominium and By-laws dated the 1st day of March 2006 and filed for record at the Camden County Recorder of Deeds Office in Book 215, Page 764, supplementary rules and regulations with respect to the use of the condominium units, the condominium facilities, amenities and property.

1. **Occupancy Limits:** The fire marshal has issued guidelines for the number of people that can occupy a unit, set at one person per 200 square feet of living space. unit owners are responsible for ensuring this limit is not exceeded.
2. **Storage Areas:** All driveways, sidewalks, entrances, foyers and common areas shall not be used for storage of any items including, but not limited to patio furniture, grills, inflatables and water toys, bicycles, kayaks, tubes, or hanging of ropes for clothes lines. Additionally, hanging of clothing, towels, life jackets or other items on deck, patio or balcony railings is prohibited.
3. **Grills:** You may not use barbeque pits, grills or gas grills or any other device (e.g. chiminea) or heat on any decks, balconies, patios and must comply with the City of Osage Beach rules and regulations, as updated, in regards to these and similar types of items.
4. **Pets:** There shall be no pets left unattended outside in the complex at any time. There shall be no pets in the swimming pool area and/or staked in any common area, road, stairway or drive. All pets of any nature must be leashed at all times. Please use the pet stations or carry a plastic bag to dispose of waste so we all may enjoy your pets and our common areas. Any pet causing a noise complaint shall result in a warning to the unit owner for the first instance and thereafter fines may be assessed to the unit owner.
5. **Swimming Pool & Beach:** **There is no lifeguard on duty at any time, swim at your own risk.** The pool and beach is for the use of those people staying in a unit, and guests accompanied by someone staying in a unit. No private parties are allowed at the pool or beach. Any child, age fourteen (14) years or under must be accompanied by an adult 18 years of age or older. Rules and Notices posted at the pool are to be followed by everyone. No fishing is allowed from the beach area. Any violation of the rules, including those by guests or renters, will result first in a warning to the unit owner and thereafter fines may be assessed to the unit owner. Any misconduct or damage that causes the pool to have to be drained, cleaned or otherwise closed, such as broken glass in or around the pool, will result in the unit owner being billed for the cost of the materials and work to remedy the situation, regardless of who caused the damage.
6. **Community Room:** The community room is for the use of those people staying in a unit, and guests accompanied by someone staying in a unit. No private parties are allowed at the community room without the prior written consent of the Executive Board. Anyone using the community room must clean up after themselves.

7. **Parking:** There are two (2) parking spaces allotted per condominium unit. All parking shall be within the lines as marked on the individual parking lots. Trailers are not allowed to be parked in the main complex but may be temporarily parked in the upper parking lot opposite building 15. This lot is not for seasonal or permanent storage of trailers and any trailer left for over 30 days is subject to removal at the expense of the unit owner. Owners, guests and invitees may bring a boat or personal watercraft trailer, trailer or recreational vehicle into the automotive parking area for the purposes of loading or unloading. Such temporary parking should not cause a physical or visual obstruction to through traffic and is authorized for periods not exceeding 1 hour. Contractor and delivery vehicles are exempt from these requirements as are owner trailers brought into the complex for the purposes of transporting items such as furniture, appliances, remodeling supplies etc. to or from a unit so long as they do not obstruct through traffic.
8. **Docks and Boat Slips:** Guests who come by boat may not use a boat slip unless authorized by the slip owner, but must use the docking facilities on the outside of each dock. No overnight parking is allowed at the end of the dock and no personal watercraft or other similar lifts may be attached outside of an individual slip. In accordance with the rules set by Ameren UE, any vessel parked in a boat slip must fit entirely underneath the roof overhang. The slip owner of record will be charged should Ameren UE impose a fee on the HOA for any violation of this rule. There is no swimming allowed around the docks, gasoline is not allowed to be stored on docks or anywhere on the premises and fish cleaning must be done at designated cleaning stations, which must be cleaned after use.

Boat slips are owned by the Homeowners Association and are only long term licensed by the unit owners. License of boat slips is signified by possession of a Boat Slip License Agreement acknowledged by a member of the Executive Board. Transfer of slips is through completion of the assignment section of the License which must also be acknowledged by the Executive Board. Alterations, additions, or changes of any kind on the docks shall not be made without prior approval by the Executive Board, including dock shades, built-in dock lockers, changes or additions to dock electrical or water, etc.

9. **Personal Watercraft:** Personal watercraft are prohibited within the swimming area at all times and must be operated at idle speed within 100 feet of any dock and in the cove.
10. **Trash:** The complex has two trash dumpsters, one at each entrance. The dumpsters are sized to accommodate domestic refuse only. Separate arrangements must be made for disposal of furniture, appliances, carpet, remodeling waste etc. Any owner found to have deposited large items in or around the dumpsters will be assessed the cost of removal of such items. Do not stack trash beside any dumpster as it will not be picked up and do not store any trash, even temporarily, on a deck, landing or outside of a unit. Please try and keep your trash to a minimum--especially on holiday weekends.
11. **Personal Conduct:** Noise level, from any cause, from any unit, from any group of units or from any boat or boat dock shall not be great enough to disturb other occupants of other units. Quiet time will be from 10 PM until 9 AM. No activity shall be carried out within the complex that is offensive, noxious, or obscene.

Any violation of the rules, including those by guests or renters, will result first in a warning to the unit owner and thereafter fines may be assessed to the unit owner.

12. **Door Locks:** For safety and maintenance reasons, each unit owner shall provide a copy of the unit key to the condominium-managing agent. Reasons for entry include, but are not limited to, pest control, heat and water checks and general maintenance. Should entry be necessary for an emergency situation and a key has not been provided, entry will be gained by force and the unit owner will be responsible for the cost to repair any damage.

It is not the responsibility of the association or management to furnish keys to owners, renters or guests.

13. **Damage to Premises and General Upkeep:** Any damage to the premises, buildings or condominium grounds or common area due to negligence or misconduct shall be the financial responsibility of the owner of the unit involved, regardless of who caused the damage. The owner shall pay the cost of the repairs. General upkeep of the limited common elements of a unit is the responsibility of the unit owner (e.g. decks, outdoor ceiling fans, etc.) Should any items become in disrepair, the unit owner will be provided notice and have 30 days to correct the issue. If it is not corrected within 30 days, the Executive Board shall have the right to correct the issue and bill the unit owner for any costs incurred.
14. **Alterations:** No alterations or additions may be made to the exterior or common ground elements without a written request to and approval from the Executive Board. No alteration is allowed that may impair the structural integrity or mechanical systems or less the support of any portion of the condominium.
15. **Deck Loading:** Unusually heavy items such as hot tubs, water features etc. will only be permitted on decks with prior approval from the Board of Directors. Any costs incurred to evaluate the structural integrity of a particular deck for such loads will be charged to the owner concerned. Care should always be taken not to overload any deck within the complex by allowing large groups to gather on it.
16. **Unoccupied units:** Whenever a unit is to remain unoccupied for more than 48 hours, the water supply to the unit is to be shut off and water heaters are to be turned off at the circuit breaker. In winter and cooler months, heat is to be left on at all times, set to a minimum of 55 degrees. Any water damage caused in the event of leaks will be the financial obligation of the owner of the unit where the leak originates, regardless of whether the water supply was turned off. It is also advisable to shut off the water heater.
17. **Windows and Doors:** All draperies or blinds facing the lake must be white.
18. **Signs:** No signs shall be placed on or in any common area without the prior written approval of the Executive Board. One for sale sign may be placed near the front door the unit for the duration of the sale process.
19. **Exterior Plantings (in ground):** No exterior plantings are permitted without the permission of the Executive Board.
20. **Leased/Rented Units:** All owners, when leasing/renting their unit, shall stipulate in their lease agreements that the renter or lessee will abide by all the Rules and Guidelines of Kapilana Estates Homeowners Association. the unit owner shall be responsible for all financial costs incurred to enforce these rules.
21. **Tents and Canopies:** Tents or canopies may be temporarily erected for shade purposes only on the lake side of the buildings and shall not obstruct the view of the lake from any unit. They must not be left overnight. Any damage to the property caused by a tent or canopy by any means will be the financial responsibility of the unit owner causing the damage.
22. **Firearms and Fireworks:** Fireworks are prohibited, as is the discharging of firearms including air, pellet, or bb guns.

23. **Fires:** Fires are not allowed in any common area unless fully contained within a fire pit and at least 10 feet from any structure or tree (horizontally and vertically). The burning of refuse is not allowed on the property unless approved by the Executive Board.
24. **Skateboards:** The use of skateboards on condominium property is prohibited.
25. **Camping:** No camping is allowed in any part of the complex, including parking lots and common areas.
26. **Personal Information:** All unit owners shall provide, and update as necessary, an address, phone number and email address with the Association for contact in case of emergency, billing or other issues.

The enforcement of these rules is the responsibility of everyone at Kapilana, however the Executive Board and the property manager shall have all right to enforce all of the rules. Notice of a fine will be sent to the unit owner with detail of the violation. Payment of fine shall be made within 30 days to the address included with the notice. Any payments not made in a timely manner shall be considered delinquent and are a personal liability of the unit owner. If any fines are outstanding at the time of annual assessments, the next assessment payment shall first be applied to any outstanding fines.

The property manager may be reached during normal business hours at 573-525-9407 or after hours at 573-216-0369 if you need to report an issue.

The Executive Board may, from time to time, issue new or additional regulations as developments or circumstances may indicate desirable. The Executive Board may also take steps to abate any action or activity which may prove unpleasant to occupants or be otherwise against the common interest of the owners, even though such activity may not be specifically dealt with in these rules. The Executive Board will also set fine schedules used to enforce these rules.

KAPILANA HOMEOWNERS ASSOCIATION INC.

**PLEASE LEAVE A COPY OF THIS DOCUMENT IN YOUR CONDO TO INFORM ALL GUESTS, RENTERS AND/OR LESSEES OF THESE RULES AND GUIDELINES**