



**INDIAN POINTE CONDOMINIUM OWNERS' ASSOCIATION, INC.
AND
MARINA ASSOCIATION, INC.**

RULES AND REGULATIONS

EFFECTIVE 8/22/2023

*Pursuant to the Declaration and By-laws of
Indian Pointe Condominiums,
the Board Members hereby revoke any prior rules and regulations.
and enact the following rules and regulations.*

WELCOME

The Association would like to welcome unit owners and guests to Indian Pointe at Lake of the Ozarks. Whether you are a full-time Unit Owner, one-time visitor or somewhere in between, we hope you enjoy your time at our complex. The Indian Pointe Owners and Marina Association Board of Directors (the Board) has developed the following Rules and Regulations to supplement the Associations' Declarations and Bylaws and to provide a safe, harmonious living environment for our Unit Owners and their guests. These Rules and Regulations apply to anyone on Indian Pointe premises. When in doubt about a situation, contact the Managing Agent.

Owners are responsible for ensuring that all their occupants are knowledgeable of and observe these Rules and Regulations and the Association's Declarations and By-Laws.

OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS, RENTERS, OR VISITORS AND MAY BE FINED FOR ANY SUCH VIOLATION BY THEM.

A copy of these Rules and Regulations should be maintained in each unit.

REMEMBER

Be courteous and respectful to your fellow unit owners and guests and be considerate of the Association's Rules and Regulations.

Be cautious of drinking and boating.

The enforcement of these Rules and Regulations is the responsibility of each condo unit owner and not just the Board of Directors or the Managing Agent. The Board has authorized the Managing Agent to assess fines based upon the violation and the frequency it has occurred. When violations are observed, unit owners should report them to the Managing Agent or Osage Beach Police. Warnings can be issued and/or fines can be imposed for violations of these rules and regulations. These Rules and Regulations are subject to the interpretation of the Board of Directors. The Board retains the exclusive right to grant exceptions or modifications to these Rules and Regulations on a case by case basis. Have a pleasant time at Indian Pointe.

IMPORTANT PHONE NUMBERS

Emergency Crime, Fire and Medical	911
Osage Beach Police – Non-Emergency	573-348-5515
Lake Ozark Police – Non-Emergency	573-365-5371
Ambulance	573-348-5000
Missouri Water Patrol	573-751-3333
Lake Regional Hospital	573-348-8000
Emergency Maintenance – After Hours	573-302-1131
Management Company – Lake Front Property Management	573-302-1131

Accountants: Lake Front Property Management	573-302-1131
Insurance Company – Young Agency & Associates (American Family)	314 432-3127
Camden County City Hall	573-346-3600
Lake Ozark City Hall	573-365-5378
Indian Pointe Website – www.indianpoinetloz.com	

CURING OF VIOLATIONS

A violation of any of these Rules and Regulations or the Associations' Declarations and Bylaws, on written notice, shall be promptly corrected by the unit owner. If not corrected in accordance with the notice, the Association will perform the work and bill the unit owner for all costs thereto.

Fines will be assessed upon Board discretion.

SECURITY

- Osage Beach police officers are available for serious offenses as required.
- Missouri Local water patrol is available for water related offenses and removal as required.
- The Board may elect to hire private security from time to time.

PROCEDURE FOR PROPERTY INSURANCE AND PROPERTY CLAIMS

ITEM I. PROPERTY INSURANCE

The Association shall provide a Master Policy of property insurance to cover the Common Elements, Limited Common Elements, Docks **and the Units** for Earthquake and Special Causes of Loss, which generally covers all losses except those specifically excluded such as, but not limited to flood, insect damage, wear and tear. Coverage under the Master Policy includes replacement cost on the buildings and the Units. Units include attached interior finishing such as carpeting or other flooring, plumbing and lighting fixtures, built-in appliances and cabinets; but only to the extent, type and quality of such items as installed when the Unit was originally sold to the first Owner. The additional value of Unit improvements or additions made by current or prior Owners shall be insured by Owners.

ITEM II. MASTER INSURANCE POLICY DEDUCTIBLE

The Master Policy deductible is **\$25,000** for covered losses, other than Wind, Hail and Earthquake. The Master Policy Wind and Hail deductible is **2%** of each building's insurance limit. A current estimate of each Owner's share of damage below the Wind and Hail deductible is **\$3,000** if all the Units in a building are damaged. The Master Policy Earthquake deductible is **10%** of each building's insurance limit. A current estimate of each Owner's share of damage below the Earthquake deductible is approximately **\$15,000** if all the Units in a building are damaged. Since the insurer does not pay for the first dollars of

repair or reconstruction below these deductibles, the responsibility to pay for the damage below the deductible shall be as follows:

1. If a loss is to the Common Elements only (other than Limited Common Elements) and is caused by other than Wind and Hail, the damage below the deductible shall be paid by the Association. However, if such loss is caused by the negligence of an Owner or his/her household member, then the loss shall be paid by that Owner.
2. If Wind and Hail loss is to the Common Elements and/or Limited Common Elements, the Owners whose building is damaged shall share the amount of damage below the Master Policy deductible equally as an assessment for property owned by members collectively.
3. If a loss involves one Unit and/or Limited Common Elements serving that one Unit, the Owner shall be responsible to pay the damage below the Master Policy deductible.
4. If a loss involves more than one Unit and/or Limited Common Elements serving those Units, then the Owners involved in the loss shall share the amount of damage below the Master Policy deductible equally, not to exceed the amount of damage to their respective Unit and/or Limited Common Elements, except:

If a loss originates in a particular unit, the damage below the Master Policy deductible shall be paid first by that Owner, not to exceed the amount of damage to his/her Unit and/or Limited Common Elements. The remainder of damage below the Master Policy deductible shall be shared equally among the other Owners who sustain damage, not to exceed the amount of damage to their respective Unit and/or Limited Common Elements. If the loss is caused by the negligence of an Owner or his/her household member, then the damage below the Master Policy deductible shall be paid by that Owner in full.

ITEM III. OWNERS' RESPONSIBILITIES

Each Owner should purchase a Unit Owner's Policy to cover their personal property, personal liability, the first dollars of their Unit damage and Common Element damage below the Master Policy deductibles shown above. This policy should include ***Special Form, Earthquake, Sewer or Drain Back Up and Loss Assessment*** coverage. The Dwelling Limit should be high enough to cover damage below the largest Master Policy deductible, plus the additional value of ***Improvements and Additions*** made to the Unit by current and prior Owners. The Unit Owner's Policy should include at least **\$3,000 Loss Assessment** to cover Wind or Hail loss to Common Elements, such as roofs. Each Owner is responsible for the deductible on his own Personal Policy, regardless of the cause of loss.

ITEM IV. NON-COVERED LOSSES

The Association is not responsible for property losses occurring to property owned or used exclusively by an Owner when the loss is not covered by the Association's Master Policy.

ITEM V. DISCRETION REGARDING CLAIMS

The Association reserves the right to NOT file small claims due to willful, intentional or negligent conduct, vandalism, malicious mischief or damage resulting from tenant occupancy. **Negligent** conduct includes, but is not limited to, failure to maintain a temperature of at least 55 degrees Fahrenheit when the outside temperature is at freezing.

ITEM VI. ADJUSTMENT OF LOSSES

The Board shall adjust all losses covered by the Association's Master Policy. No Owner shall have the right to adjust a loss directly with the Association's Insurer, even for damage solely to his Unit. The Owner shall give the Association and its contractor reasonable access to his Unit to adjust and repair the Unit and any damaged adjoining Units.

The Association, through its own agents and contractors, shall repair all damage, but may approve contractors hired by Owners if a firm written proposal is approved by the Board in advance. In the event an Owner shall employ his own contractor, the Board may pay the contractor directly, but only after the work has been inspected or certified that it is fully completed according to the allowed adjustment by the insurer, any lien waivers are received, and the Owner signs any required release. If the Owner does not fully repair the Unit according to the insurer's allowed adjustment, any excess insurance funds will be held in trust until the work is completed. If the work is not completed within 180 days of the date of loss, then the "Actual Cash Value" of the damaged property, (Replacement Cost less depreciation), may be distributed to the Owner, unless the Board decides it is necessary for the Association to complete the repairs in order to protect the interests of other Owners.

The Master Policy premiums are common expenses of the Association, which are provided for in the assessments paid by the Owners. All assessments shall be paid in full prior to any disbursement of insurance proceeds to any Owner for his damage. Upon written instructions by an Owner, the Board shall apply all or a portion of any insurance proceeds first to payment of delinquent assessments, and then disburse the balance of such proceeds to the Owner for repair of the Unit.

HOA MASTER INSURANCE POLICY

It is important that owners be well informed about the Association's Master Policy and your Owner's insurance responsibilities. As a unit owner, you should have your own homeowner's policy (Form HO6) to coordinate with the Master Policy. You are encouraged to provide a copy of the following Master Policy information to your personal insurance agent so that you can be assured you have proper coverage.

The Master Policy deductibles are:

- \$25,000 for covered losses other than earthquake and wind/hail
- Earthquake – 10% of each building limit (approximately \$15,000 per owner)
- Wind/Hail – 2% of each building limit (approximately \$3,000 per owner)

Important features your personal insurance policy (Form HO6) should include are:

- Dwelling/Building Coverage with at least \$25,000 to cover damage under the Master Policy deductibles. The value of any additions, alterations and improvements are also your responsibility to insure per your association Bylaws.
- Loss Assessment - A minimum of \$3,000 is required to cover your share of the wind and hail deductible.
- Contents Coverage for your personal property, furnishings and belongings on a replacement cost basis.
- Loss of Use/Additional Living Expense

- Personal Liability Coverage for your legal liability
- Sewer Back-up coverage is required for 25,000 plus the value of additions, alterations and improvements.
- Earthquake Coverage

Young Agency & Associates is your insurance agency for the Indian Pointe Condominium Owners Association's Master Policy.

An American Family policy used in conjunction with an American Family master policy waives the deductible for most covered property claims.

American Family's HO6 policy loss assessment coverage pays up to \$50,000 for assessed losses including the assessment of a deductible. Since coverage can vary by company, owners are encouraged to check with their personal agent to determine any gaps in coverage.

If you would like a review of your HO6 policy or a quote, please feel free to call us. Should your lender need proof of insurance, have them call or fax the information to our office.

Young Agency & Associates
2130 Schuetz Rd.
St. Louis, MO 63146
Office (314) 432-3127
Fax (314) 432-0142
youngacycommercial@amfam.com

UNIT OWNER RESPONSIBLE TO SHUT OFF WATER SUPPLY AND HOT WATER HEATER WHEN UNIT UNOCCUPIED MORE THAN 48 HOURS

Units unoccupied more than 48 hours should have the water supply and hot water heater shut off at that unit. The unit owner(s) has the sole responsibility and liability for the water supply to his/her unit and hot water heater to be shut off in any and all circumstances, including the circumstances involving rental situations and situations where the unit owner reside primarily off-premises of the Association. The unit owner(s) is solely responsible and liable for the damage below the Master Policy deductible to his/her unit, any other unit, Common Element, Limited Common Element and any other property or bodily injury from the overflow or leakage or plumbing, heating, air conditioning systems or other equipment or appliance originating from his/her unit if he/she is negligent.

Shutting off the water supply to the unit does NOT eliminate the unit owner's responsibility to continue to maintain heat in the unit at a temperature of at least 55 degrees Fahrenheit when the outside temperature is at the freezing level.

COMPLEX RULES

1. **PRIVATE PROPERTY** – Indian Pointe is private property. “No Solicitation” applies at all times.
2. **QUIET HOURS** - Are from 10:01 p.m. to 7:00 a.m., including decks (this is not only an Indian Pointe rule, it is a city of Osage Beach ordinance). During quiet hours, please remember to be considerate of your neighbors. Activities should not be carried on in any area of the complex which may be or become an annoyance or nuisance to the other owners or occupants. Quiet means quiet throughout the complex (pets included) especially on lakeside decks and docks where sound travels more readily. Also, be mindful of footsteps, loud voices, TV/stereo volume and noisy appliances such as washer, dryer, or vacuum during these hours. Please close patio doors slowly and softly. Avoid slamming patio and entry doors at all times.

Call Association Management or Osage Beach police to handle noise disputes.

The city of Osage Beach ordinances provide that violators of noise level laws shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County jail not exceeding ninety (90) days, or both such fine and imprisonment.

3. Indian Pointe Property, Facilities, Pools and Equipment are NOT germ free. Be mindful of touch points and take appropriate precautionary measures:
 - Practice social distancing by staying 6’ away from others;
 - Wash your hands frequently;
 - Avoid spitting in public;
 - Avoid public spaces if you are sick – seek medical attention if you feel necessary.
4. **BB GUNS AND FIREWORKS** are not allowed to be discharged on the property at any time. Violators of this rule will be subject to Osage Beach law enforcement and/or subject to fines levied by Indian Pointe management.
5. **FIREARMS** are not allowed to be discharged within the complex or on/near docks at any time, except for protection of life in accordance with Missouri laws. Violations will result in a Level 4 violation fine.
6. **GRILLS** – Grills are the single largest fire hazard to our complex.

At present, propane or electric grills are the only authorized grills which may be used on the lakeside decks. CHARCOAL GRILLS ARE PROHIBITED (Allowed only in the picnic area). Open flame deep fryers and smokers are prohibited.

Municipal laws may change in future to prohibit any grills on any decks.

A person must be present at all times on deck when BBQ grill is in operation.

Proper maintenance and operation is required to ensure excessive smoke does not become a nuisance to adjoining decks and units.

The Managing Agent has the discretion to remove grills in obvious disrepair or tattered appearance.

The Managing Agent has the discretion to move grills that are deemed to be a fire hazard to a building.

Minimum 5 LB fire extinguisher required on rear deck when BBQ grill is present.

Cooking is not allowed on the pool deck, parking lot side decks, docks or entry walkways.

7. Hanging items (towels, clothes, laundry, rafts, etc.) over your deck railings – front or rear - is not allowed. Clotheslines are prohibited.
8. Skateboards, scooters and rollerblades are not allowed to be operated on the parking lots, sidewalks, tennis courts, stairwells, walkways, pool areas or docks at any time.
9. “For Sale” or “For Rent” signs, advertising or other such displays are prohibited. “Open House” signs may be permitted facing the parking lot side only, during open house hours, and after approval by the Managing Agent.
10. In accordance with local Fire Department rules, the maximum number of persons allowed in each unit, especially overnight and during quiet hours, is as follows:

1-bedroom unit	4 persons maximum
2-bedroom unit	6 persons maximum
2-bedroom unit with loft	6 persons maximum
Standard 3-bedroom unit	8 persons maximum
Large 3-bedroom unit	9 persons maximum

Loft units are not to be treated or advertised as a 3rd bedroom, due to fire regulations – no proper egress. Permanent stairways are required to access lofts as defined by Fire Department and local codes – ladders and trap doors are prohibited.

11. Firewood must be stored on parking lot side decks. Firewood must not be covered with plastic (plastic prohibits the wood from drying and causes pest infestation). Firewood must be stored on an elevated rack. Firewood must not be stored on any deck between APRIL 1 AND OCTOBER 31.
12. Nothing except flags or windsocks not to exceed 48 inches by 24 inches, small bird feeders or planters can be placed or hung from the exterior beams of the lakeside decks, posts or rails. Owner to be mindful of adjoining units in placement, to avoid nuisance.
13. Tennis players have priority on the tennis courts. Children can use the courts for other games that will not damage the surface providing they relinquish the court promptly upon request. Tennis style shoes must be worn both for personal safety and protection of the court surface by all users.
14. Common Elements, including stairwells, parking lot side decks, walkways, parking lot, and green areas, should be kept free of rubbish, debris, and other unsightly materials. All trash should be placed in plastic bags and deposited inside provided trash dumpsters.

15. Parking or storing of bicycles, wagons, toys, rafts, etc. on any part of the common elements is not allowed. This includes front decks.
16. Motorcycles and Golf Carts must be properly parked on the paved lot in a proper parking space.
17. **PWCs** - can be stored or parked only in one of the two PWC docks at Indian Pointe Condominiums or in an owner's covered slip in marina. A PWC slip can be rented by owners at a yearly rate or nightly rate (contact Indian Pointe's Managing Agent for details). Parking or storing a PWC without authorization makes it subject to fine and being towed away without notice. Fee for yearly rental is based on calendar year 1/01 and not pro-rated or refundable. Any PWC stored on lifts must be operable and current on state registration. Any expired registration or inoperable units over 30 days shall be removed. All PWCs with a cover shall maintain cover in good condition.
18. **PETS** - No more than two domestic pets are allowed per unit. Exotic pets are prohibited. Pets must not be a nuisance to others (this specifically includes barking, or aggressive or destructive behavior). Pets must be on a leash when outside the unit and must be supervised. Pets will not be tied or confined to any common element of the development or confined to a porch/deck area unattended.
PET OWNERS MUST IMMEDIATELY CLEAN UP AFTER PETS' DEFECATION. Pet owners must not allow their pet(s) to create disturbances or annoying situations or become a nuisance to any other unit owner or unit occupant. Pet owners are responsible for any damage caused by their pets. The cost of repairing damage to common areas caused by a pet shall be the responsibility of the unit owner responsible for that pet being at Indian Pointe.
19. **VEHICLE SPEED LIMIT** – Throughout the entire complex is 12 mph.
20. **TRASH** – Littering and failure to properly dispose of trash is prohibited. Do not leave trash outside a unit door. Do not leave trash on the ground by the dumpsters. Cigarette butts should be properly disposed of and not thrown on the ground.
21. **ABUSIVE LANGUAGE** – Use of abusive language in talking with the Managing Agent or employees is prohibited.
22. **ADDITIONAL GUIDANCE FOR USING FACILITIES**
 - a. Furnaces are to operate during the fall, winter, and spring seasons with a thermostat setting of at least 55 degrees to avoid water pipe freezing.
 - b. Turn off the unit's main water valve and the water heater circuit breaker when the unit will not be in use for more than 48 hours. Faucets must be opened after the main water valve is shut. Water is the main source of damage in and between units.
 - c. Be reasonable about the types and amounts of things you put down the garbage disposal. Grease, coffee grounds, eggshells, potato peels, pasta, rice, etc. have been noted offenders for drain system backups.
 - d. Only human waste and reasonable amounts of toilet paper should be flushed down the toilets. Feminine hygiene products, wipes, diapers, and similar products should never be flushed down toilets.
 - e. Fireplaces should be used with extreme caution. Compressed logs are preferred.

- f. Smoking within units is discouraged out of consideration for surrounding units. Be sure candles are extinguished before leaving the unit or going to sleep.
 - g. Clean the dryer lint filter after each use.
 - h. Bath ceiling exhaust fans should be checked and cleaned annually.
23. Any structural modifications to the inside or outside of a unit, including the lakeside deck, must have prior written approval of the Managing Agent or Board of Directors: such as but not limited to awnings, deck ceiling or flooring, removal or relocating walls, rerouting plumbing, etc.

Architectural Review Application Process – Fill out form from website. Submit form to Managing Agent as directed on form. In most cases the process requires a minimum of 30 days to approve. If not contacted within 30 days, approval is granted. No work can be started prior to written approval or 30 days’ notice. Failure to get prior written approval will result in a “stop work” order and a level 4 fine may be imposed.

24. Ice Maker supply lines must either be copper or burst-free stainless steel. PLASTIC LINES ARE PROHIBITED.
25. No Luau or oil open-fire torches are allowed on the decks of any common areas. Fire pits, open or enclosed are also prohibited.
26. Owners are not allowed to cause or permit change in utilities or place anything on the outside walls or decks of the building, including, but not limited to, cables, signs, awnings, shutters, electric insect killers, fans, lights, etc. without the prior written approval of the Managing Agent of the Board of Directors. Entry nameplates and small decorations inside a deck area are permitted. All such interior items should be maintained in a good, clean and attractive condition.
27. In accordance with FCC regulations, the satellite dish policy is as follows:
- a. Only dishes 24” or less in diameter may be installed.
 - b. The dish may only be installed within a unit owner’s lakeside deck. As such, the dish may not extend beyond the vertical and horizontal boundaries of the deck. For top level units, the horizontal boundary is defined as the roof line immediately above the vertical boundaries of the deck.
 - c. Installation of the satellite dish does not relieve the unit owner of paying their cable assessments. All units are assessed for cable TV/Internet and are required to pay for it.
28. The backing of draperies, shades or other window treatments must be off-white or light beige in color, no darker than siding. Bright colors are prohibited.
29. The cost for replacement of windows and doors is the responsibility of the unit owner. Fogged windows must be replaced when noticed or within 30 days after written notice from Association Management by the unit owner or the Association will do so and bill unit owner for the costs. Window tint is allowed and must be approved by Board Architectural Review Committee – www.indianpointeloz.com
30. Back Deck ceiling enclosures are permitted, provided they have prior written approval of the Managing Agent or Board of Directors. Any new requests must be constructed of proper materials,

installed correctly, and properly vented – light color, aluminum, no insulation above. Repair to existing is allowed with same material as present.

Awnings are permitted on top floor decks only and require submission of an Architectural Review Application form – color and style to be approved by the Board.

Railing...Deck horizontal supports are limited common elements and require replacement, painting and are the responsibility of owner.

31. Air conditioner replacement: Unit owner is responsible for the cost of replacing the air conditioner in the unit. Camden County Building Code requires the installation of an electrical disconnect when any A/C condensing unit is replaced. This disconnect must be centered and mounted no higher than 24” above the top of the A/C unit. Indian Pointe requires that the HVAC disconnect box be no higher than 24” above the compressor and no lower than 24” with a side to side variance of 18” from the center of the compressor. If replacement of outside unit requires relocation, Architectural Review Application form is required prior to installation.
32. Flying of drones is prohibited without prior approval of Managing Agent, including for purpose of photographing the property at Indian Pointe for real estate promotional, sale purposes, and contractor estimating for survey of grounds and roofs, parking, etc.
33. Parking – 1 assigned parking space per unit. Total max spaces including assigned space – 1 per bedroom +1 additional. See exceptions on Holiday weekends.
34. Overnight boat/trailer/RV parking is prohibited and subject to towing without notice and a fine.

NUISANCE

A nuisance is defined as a condition or situation that interferes with the use or enjoyment of property. Behavior that can be considered a nuisance includes, but is not limited to: loud voices, loud parties or music, dogs barking, fireworks, offensive odors (from trash, pets, BBQ smoke, cooking smells, cigar or pipe smoke, cigarettes, legal and illegal substances including marijuana*), etc. What an owner does in their own unit is their business, until it becomes a nuisance to others or adjoining units. Recurring nuisance complaints will result in action by the association.

* No Marijuana, or any of its derivatives, to include products containing THC (Tetrahydrocannabinol) and other nuisance odors above are allowed. Use of medical marijuana requires providing of certificate and I.D. of approved person to the Managing Agent before use is permitted anywhere on property. At no time shall it be allowed to be a nuisance to surrounding/adjoining units.

RENTAL UNITS RULES – In addition to the above rules:

Indian Pointe is a residential community. Owners are responsible to manage their tenants and guests and be sure they are also good neighbors.

Short-term (nightly) rentals and long-term leasing of unit is allowed, subject to the following requirements:

1. Owners must be current and in good standing with Condominium Association and Marina Association (if applicable).
2. Owners are required to carry minimum commercial insurance on their rental units as outlined in Item II, on page 3.
3. All rentals, long-term lease or short-term rental, must be in compliance of municipal regulations – fire, city, county.
4. Owners are responsible to enforce rules of the Association and provide copy to tenants, guests and renters. All fines will be assessed to owner and are due upon receipt.
5. Multiple offenses will be reported to the Board and owner may be required, in addition to fines, to appear before the Board. Revocation/suspension of privileges for owner to allow rentals may occur.
6. The maximum number of occupants must not exceed 1 person per approximately 200 square feet.
7. Loft units are not to be treated or advertised as a 3rd bedroom, due to fire regulations – no egress. Permanent stairways are required to access lofts – ladders and trap doors are prohibited by the fire department.
8. Maximum Unit Capacity –
 - a) 1-bedroom – 4 people
 - b) 2-bedroom – 6 people
 - c) 2-bedroom with loft – 6 people
 - d) Standard 3-bedroom, 2-story – 8 people
 - e) Large 3-bedroom, (building 3) – 9 people
9. Working Fire extinguishers are required in each unit and on each level. If a BBQ pit (gas or electric) is on rear deck, one 5LB fire extinguisher is required on deck. BBQ pits are only to be operated at the furthest distance from the structure, along railing, and **must always be attended while in use**. Users must be careful not to create a smoke nuisance to adjoining units.
10. Working smoke detectors are required on each level. Batteries to be replaced annually.
11. Owners are aware that parking is limited during vacation months (May – Oct) and are requested to restrict parking to no more than one overnight vehicle per bedroom. During peak holiday weekends (Memorial Day, Independence Day, Labor Day and special event weekends) owners are requested to restrict parking to a maximum of 2 vehicles per unit, but in no event shall exceed 4 vehicles per unit or number of bedrooms plus 1 vehicle. Additional vehicles, if applicable, are to be off property.

LONG-TERM LEASING – In addition to the above rules:

1. Every lease shall be submitted to the Board for review and approval, together with an information sheet prepared by the Board regarding the new tenants, to assure compliance with the governing documents.
2. Every lease shall be in writing and shall be subject to all provisions of the Declaration of Covenants, Conditions, and Restrictions & By-Laws. Further, said lease shall include the provision that any violation of rules and regulations or covenants and provisions of the lease, other than non-payment of rent, shall be additional basis for termination of the lease by the Board. The condominium owner is responsible for providing each tenant with a copy of the Declarations and Rules & Regulations for the association.
3. Every lease shall appoint the Board to act as agent and attorney-in-fact for the unit owner for the purposes of enforcing the terms, covenants and conditions of said lease, other than the nonpayment of rent. If any such violation is not cured within 30 days or such shorter time as may be provided for in the lease, the Board as attorney-in-fact, shall have the right of action to evict or otherwise terminate the lease or the tenants' possession of the unit. The Board shall have no liability to the unit owner or tenant on account of any action taken pursuant to the policy. In addition to the rights previously set forth, the Board shall have all those rights as set forth in the Declaration of Covenants, Conditions and Restrictions.
4. Owner shall provide Managing Agent with tenant contact information and update as needed, annually at minimum.
5. Owner shall list the maximum number of occupants in every lease as stated in Association Rules and shall not exceed those listed above.
6. Tenants are required to follow all parking rules. Overnight parking is limited to 1 space per bedroom. No boats, trailers or RVs.

SHORT-TERM (NIGHTLY) RENTALS - In addition to the above rules, and subject to the County regulations in which the building is located:

1. Owners are required to have an annual Merchant's License with the county and collect/remit lodging/hospitality and state sales taxes as required by law.
2. A copy of the Merchant's License shall be posted, as required by law, in rental units and a copy must be provided, without request, within 30 days of receipt annually, to Managing Agent with a list of units that the owner rents.
3. Minimum renter age shall be specified as 25 years.
4. Any advertising (such as VRBO, Airbnb, etc.) shall include minimum age, security deposit, maximum occupancy requirements, pet policy, smoking, and parking rules as stated in Association Rules.
5. Minimum stay requirements shall be 2 nights during the period of May 15 through September 15 annually.

6. No wedding parties and no large events are allowed.
7. Animals (if allowed) shall be limited to one. Advise guests of pet relief areas. Waste pickup is required by all pet owners. Owners shall provide waste bags for their guests in the unit.
8. BBQ pits are not allowed on front decks. No charcoal is allowed anywhere on property, except as provided in the picnic area. Extreme caution must be used if gas or electric BBQ is allowed on rear deck. Location must be at furthest distance from siding and structure and must be operated per Item 6, Page 7.
9. A manual shall be kept available in each unit advising guests of the Rules and Regulations including, but not limited to:
 - a) emergency contact information for owner and property manager;
 - b) maximum occupancy for the unit;
 - c) quiet hours – 10:01pm – 7:00am on parking lot, in unit, on decks and marina.
 - d) no illegal activities, including illegal drug usage. Use of marijuana or products containing THC on property is prohibited. Medical marijuana use is subject to state law and requires providing a certificate to the Managing Agent for verification prior to use. No one under 21 is the law.
 - e) no items hanging on railing – front or rear; towels, clothing, etc. (see page 9, item 7);
 - f) owner will be fined and may deduct fines from deposit;
 - g) swimming pool rules – no more persons than maximum unit capacity as listed;
 - h) parking restrictions – Per Item II, including best places to park trailers off property;
 - i) pet rules – not to exceed 1 domestic pet – no exotic animals;
 - j) utility shut off policy;
 - k) thermostat settings when vacating; and
 - l) reminder to report all accidents or emergencies immediately to Owner/Managing Agent.
 - m) Smoking – Not to be nuisance to adjoining and surrounding units, inside or out. Smoking is allowed on parking lot and on front decks.

SWIMMING POOL RULES

All rules posted at the swimming pools must be observed.

1. **WARNING:** No lifeguard on duty. Use at own risk.
2. No diving or running is allowed in pool area.

3. Positively no one is allowed in pool area that is not a registered unit owner, occupant or guest. All guests must be accompanied by unit owner or occupant.
4. Children under 12 years old are not allowed to use the pool without adult supervision.
5. There should be no solo swimming, no running on pool deck, boisterous or rough play.
6. No person under the influence of alcohol or drugs should use the pool.
7. There should be no spitting or nose blowing in pool.
8. Persons with skin, eye, ear or respiratory infections, or running a fever should not enter pool.
9. Persons with open lesions or wounds should not enter pool.
10. **PETS** – Are not allowed in the pool or pool area. **NO EXCEPTIONS.**
11. **INFANTS/TODDLERS** – If a child is not potty trained, they must wear properly sized swim diapers in the pool area.
12. **GLASS AND FOREIGN MATERIAL IN POOL** – *Any class or foreign material found in pool will cause pool to be closed and drained. All costs associated with draining and refilling pool will be charged to Unit Owner. Unit Owner is responsible for actions of their guests.*
13. **GLASS BOTTLES OR CONTAINERS** - Are not allowed in the pool area.
14. **SMOKING IN POOL AREAS** – Smoking is allowed so as not to be a nuisance to others in pool area.
15. **NO FIREWORKS ARE ALLOWED.**
16. **FOOD & BEVERAGES** – While food and beverage may be brought in non-glass, non-breakable containers, grilling or cooking at the pool area is strictly prohibited.
17. **DUCKS, GEESE AND OTHER WILDLIFE** – Do not feed the ducks or leave food that invites varmints in the pool area.
18. **TRASH** – All personal trash should be removed when leaving the pool area.
19. **COMMON ENJOYMENT** – The pools are for everyone’s enjoyment.
 - a. No loud music that disturbs others using the pool.
 - b. Vulgar or offensive language should not be used; persistent use can lead to expulsion from the pool area.
20. **NORMAL POOL HOURS** - Open from 7:00 am to 10:00 pm daily.

Pool deck open until 11:00 pm daily unless otherwise posted or due to health restrictions. No trespassing after these hours.

21. Removing pool furniture from the pool area is not allowed, unless otherwise posted or due to health restrictions.
22. Please do not monopolize pools with large groups. Parties that exclude other owners and occupants are allowed only with prior written permission from the Managing Agent or Board of Directors. The clubhouse may be reserved through the Managing Agent only by owners at a fee and a cleaning deposit to be determined by the Board of Directors. Contact the Managing Agent for details.

ADDITIONAL RULES DURING NOVEL CORONAVIRUS (COVID-19) PANDEMIC

The safety of unit owners, occupants and their guests is of the utmost importance.

REDUCED POOL HOURS: Open 9:00 am to 9:00 pm daily.

Pool deck open until 10:00 pm daily. Please follow posted signs.

Anyone entering Indian Pointe property agrees to take full responsibility for your own protection and any surface that you touch. You also agree to hold harmless the Association and its Board, Agents and Staff from any claims for injury or death due to COVID-19 or any other virus. Indian Pointe Condominium Association, Inc. provides no safeguards, enforcement, monitoring or guarantees against exposure to any virus. We encourage you to abide by CDC guidelines (www.cdc.gov), as well as state and local authority's guidelines. ENTER AT YOUR OWN RISK.

Positively NO ONE is allowed in pool area that is not a registered unit owner, occupant or guest of same. All guests must be accompanied by unit owner or occupant.

In addition to our pool rules, and until further notice, please observe the following policies and practices:

- Hand washing must remain top priority. Wash hands on regular and frequent basis—approximately 20 seconds recommended. Hand washing station is provided in Club House.
- If you are running a fever do not enter pool area and stay home.
- Persons should shower before entering pool.
- Please wear face mask when not in pool or not eating.
- All pool furniture has been removed from the pool area. Please bring your own chairs if you choose and until further notice.
- Please do not leave any furniture you bring to the pool.
- Please clean/sanitize/disinfect any surfaces you come in contact with.
- Please respect and promote social distancing requirements, maintaining 6 feet apart on deck and in water, between individual groups. Maximum group size 6 people, including children.
- Members of the same household may be seated together. Please follow markings on pool deck.
- Owners are encouraged to bring their own disinfecting wipes to use during and after the use of pool facilities and their pool furniture. Properly dispose of disinfecting wipes in trash can—not in toilets.

Please abide by these guidelines. Failure to follow guidelines may result in a temporary closure of this facility. Your commitment to these practices is a commitment to the health of our community. Thank you.

MOTOR VEHICLE/TRAILER PARKING RULES

1. One assigned parking space has been established for each condo unit. Additional vehicles should be parked in unassigned spaces. If a vehicle is improperly parked in your assigned parking space, please contact the Managing Agent to resolve the problem. Be advised, the towing company (or police) will require you to sign a document for them to tow a vehicle from your parking space.
 - Owners are aware that parking is limited during vacation months (May – Oct) and are requested to restrict parking to no more than one overnight vehicle per bedroom. During peak holiday weekends (Memorial Day, Independence Day, Labor Day and special event weekends) owners are requested to restrict parking to a maximum of 2 vehicles per unit, but in no event shall exceed 4 vehicles per unit or number of bedrooms plus 1 vehicle. Additional vehicles, if applicable, please park off property.
2. Parking is permitted only within lined parking spaces. Parking outside the lined parking spaces is considered a violation. Contact the Managing Agent to report such violations. Vehicles so parked will be tagged and are subject to towing at the vehicle owner's expense without further notice.
3. Due to Fire Lane clearance problems, there are parking spaces identified for certain types of vehicles. If another type of vehicle is parked in this space, it will be considered a violation. The vehicle will be tagged and will be subject to towing at the vehicle owner's expense without further notice.
4. Trailer parking is available in Indian Pointe's trailer parking lot located on Mace Road up the hill from the traffic circle entrance to Indian Pointe.
 - This trailer parking area is **for Unit Owners only**. Renters are **not** allowed to park their boats/trailers/RVs on Indian Pointe property and owners are prohibited from advertising to renters that trailer parking is available on property. State park "PB2" is recommended.
 - The fee for owners parking trailers in the lot at the top of the hill is \$100 per calendar year or \$25 per week. This is for one (1) registered trailer. Multiple trailers require multiple annual or nightly fees. Annual parking is billed per calendar year. Fees are not pro-rated or refundable. Call Association Management (573) 552-8334 to reserve your parking space and get the combination to the gate lock. You will be billed appropriately on your quarterly assessment. Upon annual payment in full, code for gate will be provided. Code is not allowed to be shared with anyone else and is for paid owner exclusive use. Sharing the code with a non-registered owner or renters will result in a Level 4 violation fine and possible loss/suspension of parking lot privileges.
 - Trailers illegally parked on Indian Pointe's regular parking lot will be tagged, fined and subject to towing without warning.
5. Construction/Moving trailers may be parked on Indian Pointe's parking lot when work is being done in your unit, provided that you email MAM (support@mam-llc.com) with the following information prior to arrival:

- Your unit number
- Your name
- Dates expected to be there
- Name of company (if applicable)
- Vehicle license plate number

Moving trucks/trailers are permitted with prior notice to Managing Agent and a Special Use Permit with expiration date will be issued. Moving trucks/trailers are encouraged to be parked Monday through Friday when possible. Permit must be placed on dashboard or where visible at all times.

TREE TRIMMING RULES

1. If a unit owner would like trees trimmed, the unit owner must:
 - a. Take pictures of the tree(s) and indicate on the picture what and how the tree(s) need to be trimmed.
 - b. In writing, submit a request to the Board for consideration.
2. The Board will notify the unit owner of the decision within 10 days of receiving the pictures and request. Tree trimming is normally scheduled annually as needed.
3. If approved, the Managing Agent will contact a Tree Trimmer and proceed with the approved plan.
4. The Association is responsible for and will pay for all costs incurred related to the trimming work performed.
5. Fines may be assessed to unit owners who trim trees without the Association's approval.

FIREPLACE RULES

Fireplaces must be used with extreme caution. Flues must be kept closed when not in use.

1. All fireplaces must be inspected every three years by a Certified Chimney Sweep.
2. The Managing Agent will have an inspection performed for every unit that has a fireplace and will proceed with any cleaning and/or repairs suggested by the Certified Chimney Sweep. In the event the fireplace fails the inspection, fireplace will be locked out and owner must repair and provide certificate prior to use. If an electric insert is to be installed, an Architectural Review Application form is required prior to installation.
3. The unit owner is responsible for and must pay for all work done. It will be billed as a special assessment to the applicable unit owner.
4. When using your fireplace, please adhere to the following:
 - a. Never leave fire unattended or when sleeping at night.

- b. Dispose of fireplace ashes only in a metal or non-flammable container outside the unit. Do not place the container on or near material that can catch on fire such as carpet, countertops, furniture, etc.
- c. Limit fireplaces to no more than two or three small logs of properly seasoned wood to avoid overheating.

DRYER VENTS RULES

Blocked/Clogged dryer vents are the most common reason for slow drying and frequently result in fires. It is never recommended dryers are left running on heat when not present.

1. All Dryer vents must be inspected and professionally cleaned once every 2 years.
2. Managing Agent will negotiate a group price and arrange dryer vent cleaning on behalf of all COA members.
3. Unit owner is responsible for inspection, cleaning, and any repairs if needed. It will be billed as a special assessment to applicable unit owner.

STORM DOORS RULES

1. Storm doors are required for all units and must be installed on all exterior doors, including dummy/unusable exterior doors; they must adhere to the Association guidelines regarding size, color, placement, etc. The Managing Agent must approve any new storm door replacements prior to their installation. The Architectural Review Application form must be submitted for approval.
2. All costs of repairing or replacing storm doors are the responsibility of the unit owner.
3. Only high quality, insulated type doors are allowed as replacement. Two styles of storm doors are being approved – $\frac{3}{4}$ glass and full glass. Color must be dark brown or bronze. Lighter colors and black are not allowed.

BOAT DOCKS RULES

1. The docks and boat slips are owned by the Marina Association and are leased for the private use of Indian Pointe Condo owners/occupants. Modification to the docks and slip, including installation of boat lifts, dock extensions, electrical, slip in-fill, etc., can only be made after receiving prior approval of the Managing Agent or Board of Directors. Completion of an Architectural Review Application form is required.
2. Each slip lessee must keep their area clear and free of debris. Trash of any kind must not be thrown into the lake or left on the docks. PLEASE TAKE TRASH TO THE DUMPSTERS. Disposal of batteries and other hazardous materials is prohibited.
3. **Maximum Boat Lengths:**
Current lake regulations from Ameren, for newly permitted docks, do not allow boats stored in a slip to be larger than the length of the slip. This includes out drives, swim platforms, anchors, etc.
At present, the maximum length longer than slip is:

Dock 1 – Maximum 0' permitted in 2020.
Dock 2 – Maximum 4' – grandfathered.
Dock 3 – Maximum 4' – grandfathered.
Dock 4 – Maximum 4' – grandfathered.
Dock 5 – Maximum 4' – grandfathered.
Dock 6 - Maximum 0' permitted in 2020.

Docks 2 – 5 may be subject to re-permitting in future and Ameren regulations in effect at that time will govern. Any new boat slip transfers or boat replacements as of 8/01/2020 must comply with the above.

4. No portion of the boat can extend over the center walkway, including railings and anchors.
5. All boat slips are leased to specific unit owners. Tying up in an unauthorized slip at any time or docking vessels at the end of the docks for more than 4 hours in any given 24-hour period or overnight mooring is prohibited. Doing so may result in towing the vessel at the owner's expense.
6. Living on boats while in the marina docks is prohibited. Occasional sleeping overnight is allowed with Managing Agent approval.
7. Storage and use of combustible material on the boat docks, Personal Watercraft (PWC) docks and in storage boxes on the boat docks is prohibited.
8. Fueling is strictly prohibited on the boat docks and PWC docks.
9. Dock storage containers shall be fiberglass or molded plastic horizontal chest type containers and must be located only on the **shore side finger** of the slip adjacent to your boat. The container must not exceed 31" in height, 28" in width, and 84" in length. Personal items of the lessee must be maintained on the shore side finger of their slip. Obstacles shall not be placed in the path of traffic on walkways. Maximum of 2 boxes and 1 large item (mats, kayak, etc.) – 3 items max without Board approval. Additional approved items must be stored within slip area, on boat, or in a Board approved storage container. All items must be properly secured to avoid blowing off dock. Drilling into steel support structure is strictly prohibited.
10. Mooring protection material must be white vinyl or cream-colored material. Only white vinyl bumpers are allowed on the dock posts. Carpeting is not permitted on any dock or dock post.
11. Obey the "No Wake/Idle Speed" buoys. This will improve safety as well as pleasure in using our facilities.
12. Respect the property of others by not sitting on their boats, dock lockers, etc. LOUD OR BOISTEROUS conduct, LOUD RADIOS, etc. on the docks is prohibited. Please avoid loud exhaust noises in Marina. Quiet hours are between 10:01 p.m. to 7:00 a.m.

13. PWCs may be stored in specific owner's slip. IP Owner shall provide annually updated information on boat and owner. Any change of boat/lift will require notification to Managing Agent and approval.
14. All watercraft tied in slips must be stored in a safe and secure position. Any damage caused to dock, including electrical, uprights, and bumpers, boards, concrete shall be repaired and assessed to slip lessee. Boat lifts must be properly secured and in working order. Failure to maintain will result in removal at slip lessee expense.
15. It is the responsibility of the boat slip lessee to replace banding boards and vinyl trim whenever hoists are installed or moved. If it is not repaired, the Managing Agent will have it repaired and bill the boat slip lessee.
16. Cleaning of fish on docks and ramps is prohibited except for in the fish cleaning areas provided on Docks 1 & 6. You must clean up after use. Please do not feed ducks.
17. The mooring of sailboats of any kind is prohibited.
18. Refrigerators, grills or BBQ pits are prohibited on the docks.
19. Fireworks are prohibited on the docks.
20. Rental house boats are prohibited from docking at the end of any Indian Pointe dock at any time.
21. Lessee/owners renting boats or PWCs to guests/occupants from marina are required to provide Managing Agent with proof of insurance and add Indian Pointe Condominium Association and Marina Association, Inc. as additional insureds. Also, must comply with state regulations. Slips cannot be sold, leased, or rented to non-occupants of Indian Pointe. Slips can be leased to long and short-term occupants.
22. Fishing off dock – Only owners, occupants, and guests when accompanied by owner/occupant are allowed to fish off dock. Missouri DNR Rules apply. No one under 18 is allowed to fish off dock unless owner/occupant is present on dock.
23. **BOAT HOISTS** – To save wear and tear on the docks, hoists should be in the up position when not in use for 2 hours or more. Approval of all new boat lifts installed after 8/01/2020 will be required to have remote lift operation.
24. **NO WAKE ZONE** – All Indian Pointe coves are “No Wake Zones” and posted accordingly.
25. **DOCK ELECTRICITY** – Any non-compliant code condition found on a slip will be disconnected and/or removed, whether the condition was caused by current lessee, prior lessee, lift installer or other.

TRANSFER OF UNIT OR SLIPS RULES

1. Sellers must obtain a resale certificate from the Managing Agent prior to the sale of their unit. This is required ten days prior to closing. Seller must be in good standing with the Association and current on all assessments.
2. All leased dock slips require an "Assignment of Boat Slip Lease". The dock slip must be returned to its original condition prior to the sale of the unit and assignment of a slip lease. Any repairs required to restore the boat slip to its original condition will be assessed to the slip lease prior to reassignment and all assessments must be current. Failure to pay assessments according to lease shall result in termination of lease by default and all lessor property shall be removed with 30 days' notice.

LASTLY: The Association (all unit owners together) has the right, through your elected Board, in accordance with Missouri law, to levy fines for unit owners not adhering to Association rules. See Appendix 1 – Fines & Fees.

APPENDIX 1 – FINES AND FEES

The Indian Pointe Owners and Marina Association Board of Directors (the Board) delegates the day-to-day administration and enforcement of these Rules and Regulations to its Managing Agent, including initial determination of fines where cooperation is not forthcoming, or the infraction cannot be undone. Since these Rules & Regulations are not intended to cover and cannot anticipate every situation, the Board also empowers its Managing Agent to take action for those instances that require timely intervention or decisions to protect property, welfare or the collective enjoyment. The Board encourages neighbors to police themselves and each other for compliance and good behavior.

REMINDER – Unit owners are responsible for the actions of all guests and renters who the Unit Owner has permitted to use their property. All fines incurred as a result of actions of Unit Owners’ guests will be charged to Unit Owner.

DAMAGES/COSTS RELATED TO VIOLATIONS – Actual cost to make repairs or correct damage to property will be charged to responsible Unit Owner.

OFFENSE	FINES			
	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
Noise	Warning	\$100.00	\$200.00	\$300.00
Nuisance	Warning	\$100.00	\$200.00	\$300.00
Trash	Warning	\$50.00	\$100.00	\$150.00
Barking Dog/Pet Violations	Warning	\$50.00	\$100.00	\$150.00
Failure to Dispose of Pet Waste	\$100.00	\$200.00	\$300.00	\$500.00
Hanging Items on Outside Railing	Warning	\$50.00	\$100.00	\$150.00
Glass in Pool Area	\$50.00	\$100.00	\$150.00	\$200.00
Any action that causes the pool to be drained as determined by the Managing Agent, such as broken glass, human waste, trash, etc.	Cost to drain and clean pool charged to Owner.			
RV/Trailer Parked in Complex	\$100.00*	\$200.00*	\$300.00*	\$500.00*
	* Plus, Towing and Storage Fees			
Fireworks/Firearms Discharge/Level 4	\$500.00	\$500.00	\$500.00	\$500.00
Sharing Code of Trailer Lot or use by other than registered Owner/Resident.	\$250.00	\$500.00	Loss of Privileges	
All Other Violations	Sole Discretion of the Board (maximum of \$500.00 per offense)			

The Board may request a meeting with the Unit Owner to discuss and resolve infraction.

If the Board deems it necessary to take corrective action, the cost of any corrective action, including legal fees, will be charged to the Unit Owner.

* Rental Units – In addition to the above, Owner may be required to appear before the Board and provide information and/or plan to resolve ongoing violations.