



# **RESIDENT HANDBOOK**

**July 2018**  
**Revised 1/6/2020**

# Helpful Phone Numbers

## **Property Manager**

Greg Phillips  
AMC Management  
3153 Fee Fee Road  
Bridgeton, MO 63044  
314-291-1450  
[greg@amcassociation.com](mailto:greg@amcassociation.com)

## **Monthly Assessments**

Homeshire Condominium Assoc.  
c/o AMC Management  
PO Box 1115  
Maryland Heights, MO 63043-0115

## **City of Wentzville**

Animal Control	636-327-5105
City Hall	636-327-5101
Court	636-639-2193
Parks and Recreation	636-332-9236
Police non-emergency number	636-327-5105
Public Works	636-327-5102
W.I.N.D. (Wentzville Information Notification Delivery) sign up at <a href="http://www.wentzvillemo.org">www.wentzvillemo.org</a>	

## **Emergencies (Police, Fire, Ambulance) 911**

Fire District (non-emergency)	636-327-6239
Post Office	636-327-3550
School District	636-327-3800

## **Utilities**

Water	City of Wentzville 636-327-5102
Sewer	Public Water & Sewer Dist. #2 636-561-3737
CenturyLink	800-201-4099
Electric	AmerenUE 800-552-7583
Charter Communications	800-211-4450
Dish Network	888-661-8432
Direct TV	800-531-5000
Trash & Recycling	City of Wentzville 636-327-5102

# ***Welcome to the Community***



*The lifestyle provided by a Condominium Association offers many advantages to the homeowners or residents, but at the same time imposes some restrictions.*

*These restrictions are not meant as an inconvenience or an invasion of your freedom but rather as a means of maintaining harmony in the community, the aesthetic value of the property and the safety and well-being of all residents.*

*Owners are responsible for compliance with these rules and regulations including their guests or tenants.*

*This handbook is a quick reference guide of the most common issues you may normally encounter or have questions about in regard to the rules and regulations governing Homeshire Condominiums.*

***For more detail and clarity, you should always refer to the Declaration, Bylaws and Board Resolutions.***

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## **RULES AND REGULATIONS**

### **Annual Assessment**

The annual assessment may be paid in equal monthly installments due on the first (1st) day of each month. Failure to comply with this provision shall result in a late charge of \$25.00 per month for each month it is late. Late charges will be assessed on the tenth (10<sup>th</sup>) day of each month. If the monthly installment is not paid by the tenth (10<sup>th</sup>) day of the month, interest will be charged from the from the due date until paid at the rate of 10% per annum).

If condominium fees and special assessments remain unpaid for a period of sixty (60) days after the due date, the Association will turn the account over to an attorney to begin legal action to collect the past due amount for which the Owner will be assessed additional legal fees.

The delinquent Owner will be responsible for all legal fees and the balance of the annual assessment may be declared immediately due.

### **Special Assessments**

The Board has the authority to levy special assessments.

### **Violations and Fines**

The Board of Directors has the power to levy fines or assessments upon giving notice of the violation and the amount of the fine or assessment in writing sent by regular U.S. mail to the Owner.

Fines shall be imposed for violations of the Association's Rules and Regulations according to the following schedule:

- A. \$50.00 for the first violation
- B. \$75.00 for the second violation.
- C. \$100.00 for each subsequent violation of the same provision.

Any homeowner or other person against whom a fine is assessed shall have a period of ten (10) days from the date the fine notice was sent to contest the fine in writing and/or to request a hearing before the Board. The Board shall have the right to conduct any hearing in an informal manner (with no formal rules of evidence) but the person being fined shall have the right to see all information the Board has received as well as have the opportunity to present his own information and testimony.

Homeowners shall be responsible for any violation caused by member(s) of their families, their guest(s), Lessee(s), resident(s), roommate(s), children, pet(s) or employee(s). All fines shall be due within 15 days after the original notice was sent or after final determination if an appeal is taken and heard.

### **Returned Checks**

Any Owner whose check is returned for any reason shall be subject to a returned check fee. Upon written notification to the Owner, a cashier's check or money order must be received within five (5) days from the date of notice and shall include the amount of the original check plus the returned check fee of \$25.

### **Notices to the Board**

All notices to the Board should be in writing and should have the Owner's name, Unit number and phone number. All notices should be emailed to the property manager, Greg Phillips, at [greg@amcassociation.com](mailto:greg@amcassociation.com) or mailed to AMC Management, 3153 Fee Road, Bridgeton, MO 63044.

All requests for maintenance should be submitted in writing on forms provided and mailed to Homeshire Condominium Association at the address above or submitted by email to [greg@amcassociation.com](mailto:greg@amcassociation.com).

### **Insurance**

Please contact the Board to view the current Homeshire Condominium master insurance policy.

The Association is responsible for insuring the exterior structure. Each Owner is responsible for obtaining their own insurance for their interior finishes (including flooring, appliances, cabinets, and fixtures) and for personal property located in and outside of their residence. It is important to note that Unit Owners are responsible for their share of the master insurance policy deductible and the Unit Owner's personal policy should address this deductible. In addition, Unit Owners are responsible for the liability if something from their Unit damages an adjoining Unit. Since details of what is and what is not covered by the Association are somewhat complicated, please have your personal insurance agent review your coverage to see if it addresses the issues mentioned.

### **Additions, Alterations, Decorations and Maintenance**

Requests from Owners for any additions, alterations, changes, and/or modifications to common or limited common areas must be presented in advance and in writing to the Board of Directors. The request will be reviewed within 30 days and the Owner will be notified in writing of Board approval or disapproval. The Board, in its sole discretion, may approve, disapprove or require alterations of any plans submitted.

Generally, Owners are not permitted to change the appearance of any exterior or structural portion of the building. This pertains only to the exterior elements and does not affect your right to decorate the interior of your living Unit.

Even though front doors and garage doors are the Unit owner's responsibility, all front doors must be painted Sherman Williams "Country Squire" green and all garage doors must be constructed of plain white aluminum or steel panels.

Nothing shall be altered, constructed in, removed from or added to the common areas and facilities, without **prior written approval** of the Board. Nor shall anything be done which would or might jeopardize or impair the safety or soundness of the building, facilities or common areas of the Association.

Except in the case of an emergency, the Board must be notified prior to any action that affects the buildings or common elements of the Association. Each Owner shall maintain and keep their living Unit in good order and repair and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which said living Unit is situated or which would be in violation of law.

Any Owner violating this section may be requested to remove, replace or modify the offending modification at the Owner's expense.

No clothes, laundry or similar personal items shall be hung, exposed, placed or stored outside any living Unit.

Interior maintenance is the Owner's responsibility.

### **Landscaping and Exterior Maintenance**

Lawn maintenance around the buildings is the responsibility of the Association.

Residents may plant flowers at their own expense which must be maintained by the Owner. If the Unit is sold, the plant maintenance responsibility transfers to any subsequent Owner.

Plantings that are not properly maintained may be removed by the Association at the Owner's expense. Plantings that attach themselves to the building or siding will be removed by the Association.

Although reasonable care by contractors is expected, neither the Board, nor contractors hired by the Board, shall be held responsible for damage to personal flowers or plants.

### **Trees and Shrubs**

Tree and shrub planting is the responsibility of the Association. Residents may not plant trees or shrubs on their own unless prior approval is obtained. All requests must be submitted on the Architectural Review form. Tree and shrub care, in the form of

pruning and removal, is the responsibility of the Association and will be completed on a scheduled basis.

### **Porches/ Rear Patios**

Rear patios are a part of the limited common elements and reserved for the exclusive use of the Unit to which it is attached. As such, the Owner is responsible for the repair, replacement and maintenance of the rear patio. An Owner is required to obtain written approval from the Board prior to any alterations, modifications and/or changes being made to the patio area.

Any damages to the building caused from maintenance, repairs and/or replacement of the patio area will be the responsibility of the Owner.

The rear patio and front porches are to be used for normal recreational purposes only and are to be kept in neat and orderly condition.

### **Pets**

Each Owner shall be allowed to have no more than two (2) dogs and/or cats total.

Each pet must be licensed as required by St. Charles County and have all vaccinations as required by law.

The City of Wentzville leash laws for dogs and cats is in effect. **All dogs and cats must be on a leash when outside of the Unit as a protection to the pet and the neighbors.**

No pet is allowed to be staked or tethered on the common ground or limited common ground at any time or for any reason.

Pets may not be left outside of the Unit (i.e., patio area, front/common yard area, etc.) unattended for any reason.

The Owner is responsible for **immediately picking up and properly disposing of any animal feces deposited on any street, sidewalk, or other public place or any common or limited common element area of the Association.** Violations may be reported to the Board or the City of Wentzville Police Department.

Pet doors are not permitted in any exterior wall or door of any Unit.

Dog houses are not permitted outside of the Unit.

Any pet causing or creating a nuisance or disturbance may be reported to Wentzville Animal Control.



Any damage caused by pets to the common elements will be repaired at the pet owner's expense.

Any violations to the pet policy may be reported to the Wentzville Police Department or the Board.

### **Trash/Recycling**

All trash/recycle materials should be placed in a solid waste tote and placed curbside no more than 24 hours before pick up on the designated pickup day (Wednesday). When a holiday occurs on a Monday, trash pickup will be scheduled one day later.

All trash/recycle totes are to be placed inside the garage or in the rear of the Unit with an approved screen. Owners may purchase an approved screening fence from the Association at a cost of \$200. The Association will coordinate the installation of said structure.

### **Parking**

No derelict, abandoned or unlicensed vehicle or truck over 1 ton, trailer, camper, mobile home, recreational vehicle, boat or boat trailer, or commercial vehicle shall be kept on any portion of the condominium property unless parked or stored in the garage with the door closed. Any violations of this rule will be enforced with fines as outlined previously in the Fines section.

No automobile, moving van, utility or deliver truck shall be parked, driven across or onto lawn or walkways. Should this occur, any resulting damage shall be the direct expense of the Unit Owner.

During snow, the City of Wentzville requires that cars not be parked on the street.

Parking in front of mailboxes is prohibited.

### **Leases**

Each lease agreement shall be in writing. Each lease agreement shall include the following provisions:

1. The Owner shall furnish the names and contact information of all occupants to the Board at least five (5) days prior to the commencement date.
2. The Owner shall furnish a complete copy of the Governing Documents to the lessee prior to entering into the lease agreement.
3. The lessee shall be subject to the provisions of the Uniform Condominium Act of Missouri (Act) and the Governing Documents.
4. The lease shall have a minimum initial term of at least twelve (12) months.

5. The Association has been appointed as the owner's attorney-in-fact to enforce any violation by the lessee (except non-payment of rent).

### **Vandalism or Damage to Common Elements or Other Units**

The Owner will be responsible for damage caused by guests or tenants. Owner will be billed for the cost of repairs. Owners and/or tenants are responsible for the conduct of their children and/or guests.

### **Termite, Pest & Rodent Control**

The Association contracts for termite control for the exterior of all Units. The Association does not pay for or reimburse Unit Owners for any damage to the interior caused by an infestation of termites.

The Association does not treat for or remove any squirrels, birds, snakes, spiders, bees, wasps, hornets, ants, raccoons, etc. on the exterior or interior of the Units.

All buildings are equipped with a PestShield portal. If the Owner chooses, he/she can contract with PestShield for interior pest control.

### **Satellite Dish Installations**

The Association rules allow satellite dishes to be installed ONLY in designated locations, as much as possible not visible from the street, or neighboring Unit(s).

The Association has provided an approved mounting base (one per Unit) located on the roof of each Unit. This is the ONLY location approved by the Association for installation of a satellite dish. Only one dish will be allowed on a Unit. When changing service providers, the old dish must be removed and the new one installed on the mounting base.

Any resident who causes a new satellite device to be installed at any location other than on the Association provided base will be required to immediately remove said device and the owner of such Unit will be assessed the cost of repairs required for damage to the roof, siding, or other portion of the Unit to restore the exterior of said Unit.

### Owner/Association Maintenance Matrix

Item	Association	Owner	City
Air Conditioner		X	
Downspouts	X		
Driveways and Private Walks	**	**	
Electric		X	
Exterior Lighting		X	
Exterior Doors		X	
Exterior Faucets		X	
Exterior Trim	X		
Fertilization, Weed Control-Moles	X		
French and Pop Up Drains	X		
Front Door Lock		X	
Front Porch Sill		X	
Glass Surface (Doors and Windows)		X	
Grass, Shrubs, Trees, Mulching (Excluding Plants/Trees Planted by Homeowner)	X		
Gutter Cleaning	X		
Gutter Washing	X		
Mailboxes		X	
Overhead Garage Doors		X	
Patios - Rear	**	**	
Roofs	X		
Sewer & Sewer Laterals		X	
Shutters	X		
Sidewalks Adjacent to Street			X
Siding-Power Washing	X		
Snow Removal of Driveways	X		
Snow Removal of Streets			X
Splash Blocks	X		
Stone Edging Around Landscaped Areas		X	
Street Maintenance			X
Street Signs			X
Termite Control – exterior	X		
Trash	X		
Tree Trimming	X		
Water		X	
Windows/Screens		X	

\*\* Limited common elements for the benefit of an individual Unit will be maintained by the Association but the expense will be the Unit owner's responsibility.

**NOTE:** Any alterations to the exterior of the Units must be submitted in writing to the Architectural Review Committee and approved by the Board prior to work commencing.

Revised 3/26/2019