

## **WINDSOR PARK VILLAGE OF POLO RUN**

### **RULES AND REGULATIONS**

Revised and adopted by the Board of the Windsor Park Homeowners' Association as of April 22nd, 2026. Pursuant to Article VI, Section 11, of the Declarations and Covenants, Conditions, and Restrictions.

This set of Rules and Regulations supersedes all previous versions of this document.

#### **SINGLE-FAMILY RESIDENTIAL USE ONLY**

No part of the property shall be used for anything other than single-family residential purposes for which the property was designed. Single-family shall be defined as directly related individuals, including parents, children, grandchildren, brothers, and sisters, or no more than two (2) unrelated persons living in the house together with their directly related family members. In no event shall the total number of residents in a unit exceed the occupancy restrictions of any County or State Law. The Board shall have the right on its own to enforce such governmental occupancy requirements to the same extent it can enforce occupancy restrictions contained in the Association's Declarations.

#### **BUSINESS PROHIBITIONS**

All residences located in Windsor Park shall be used exclusively for single-family residential purposes. Except for real estate sales, no sign, advertisement, or message shall be displayed that offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any residence. This does not restrict residents from maintaining home offices. Business-related deliveries, pickups, and/or parking must not interfere with neighboring residences.

Nursing, cleaning, or cooking help, including live-in help, shall be exempt from business prohibitions.

In no event shall any unit be used or rented for transient corporate housing, or hotel, motel, or bed and breakfast purposes.

#### **GARAGE SALES**

Homeowners or legal tenants shall be permitted to have one garage or estate sale per year, running no longer than two days, as long as goods are not brought in from outside sources. All such sales are subject to Board approval regarding time, parking, and security.

#### **SOLICITATIONS**

No solicitations are allowed within Windsor Park, either by residents or non-residents.

## **SIGNS**

No other yard signs of any kind are allowed within Windsor Park except for "For Sale," "For Lease," "Open House," or security alarm signs. These signs are limited to one per property and must be located near the residence for sale or lease.

All "For Sale" and "For Lease" signs shall be removed within three days of the execution of any agreement of sale or lease. Temporary "Open House" signs are permitted only on the day the open house is held.

For Political Sign Policy, refer to APPENDIX E.

## **EXTERIOR HOLIDAY DECORATIONS**

No inflatable decorations are allowed in common areas, nor are decorations that play music or make other sounds. Lighted decorations shall be turned off no later than 11 PM. Decorations must be removed within 21 days after any holiday.

## **VEHICLE REGULATIONS AND ENFORCEMENT PROCEDURES**

Homeowners are required to provide our management company with the year, make, and license number of all vehicles owned by residents of Windsor Park. It is the resident's responsibility to keep this list up to date.

The speed limit in Windsor Park is 15 miles per hour. Our streets are private. The Board has the right to hear and investigate any complaints of excessive speeding on the streets and apply any or all remedies listed in the Violations section of these rules against offenders.

The Board has the right to regulate parking on the streets and in the driveway areas of Windsor Park. Regulations may differ between street and driveway parking.

No vehicles shall be parked in any outdoor parking areas, including driveways, if they are unlicensed, have expired safety inspections, flat tires, extensive body damage, broken windows, or if the vehicle is inoperable or can otherwise be considered an eyesore.

No trucks used for business or commercial purposes, no cars or trucks painted with advertising messages, RVS, boats, trailers, or similar equipment may be parked outside in Windsor Park unless such vehicle has been approved for parking by the Board.

Homeowners and their guests or invitees may not use the streets or the common portions of the driveways for more than six hours or for overnight parking. The order of parking is the homeowner's driveway (two cars by the garage door), along long common driveways, on one side of the street. Parking on driveways or streets should be done in a way that allows emergency vehicles and other vehicles to pass.

No vehicle shall obstruct access to any street, driveway, or garage. Vehicles shall not be parked within twenty (20) feet of mailboxes or parked on the street during trash or recycling collection days.

Mechanical maintenance and repairs are prohibited on the streets and driveways of Windsor Park.

Vehicles found to violate these rules will be posted with a note of a Violation Warning, or a violation letter will be mailed/emailed. Once warned, any car may be towed/ticketed without further notice to the homeowner if found to be in continued violation of any of the regulations. Once warned, and at the Board's discretion, failure to move the car in a reasonable time may result in the car being towed at the homeowner's expense.

Cars may also be ticketed by the police as well as towed.

The Board shall have the right to enforce all vehicle regulations by towing vehicles at the homeowner's expense and without further notice. Furthermore, the Board shall have the right to utilize all other remedies available to it in the Declarations regarding violations of the Restrictions, Regulations, and Rules.

### **PETS**

Pets allowed in Windsor Park shall consist of common domestic dogs and cats, which must always be leashed when outside of the homeowner's residence. All dogs and cats shall be housed in compliance with all St. Louis County Health Department requirements and regulations.

Small rodents, birds, reptiles, and fish may be kept as pets but must be contained in an appropriate aquarium, cage, or habitat. All reptiles must be non-venomous. No exotic or wild animals of any kind shall be kept in Windsor Park. No animals shall be kept whose presence violates County, State, or Federal laws.

No household pet shall be kept, bred, or maintained for commercial purposes.

No pet shall be allowed to create a nuisance within Windsor Park by being allowed outside unleashed, or due to their odor, noise, or waste. All homeowners must immediately clean up after their animals. No pet waste container that is considered a nuisance may be stored outside of a resident's home.

No pet shall be left attached to any plant or building, or confined outdoors, including within enclosed decks/patios or garages. No pet shall be left outside of a residence unattended. No exterior dog houses or dog runs are allowed in Windsor Park. Any animal found in violation of this rule is subject to being reported to St. Louis County Animal Control for immediate removal.

The Board may enforce these rules without any prior written notice to the animal owner.

### **TRASH, RECYCLING, YARD WASTE, AND LARGE ITEM PICK UP**

Trash collection is arranged and paid for by Windsor Park. This includes one trash and one recycling container with weekly service. The current contract with the company providing trash removal determines the collection and removal of yard waste and large items; they should be contacted regarding the exact requirements for collecting these items.

Homeowners may only use trash/recycling containers provided by the removal company. No unlidded trash/recycling containers may be used. Trash/recycling containers shall be put at the end of driveways no earlier than dusk of the day before scheduled trash collection and must be removed no later than the evening of the day of trash/recycling collection. Trash/recycling containers shall be kept in garages at all other times, as shall any pet waste containers.

### **EXTERIOR IMPROVEMENTS, MODIFICATIONS, REPAIR, AND REPLACEMENT**

No work of any kind shall be done upon the exterior, such as improving, modifying, repairing, replacing, or painting of fences, building walls, windows, doors, porches, decks, roofs, or patios of any residence, or which would encroach upon the common areas, without prior written approval by the Board of Directors, Architectural Review Committee. Homeowners who commence upon or complete any exterior work without prior written Board approval shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section) and may be required to remove or modify such changes. All additions and changes that are executed without prior written permission must be within the original property boundary, or they can be removed at the owner's expense. Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

Refer to APPENDIX A for a list of those maintenance items that are the responsibility of Windsor Park and that are the responsibility of the homeowner.

### **RESIDENTIAL ENTRY DOORS, GARAGE DOORS, AND PATIO DOORS**

Residential entry doors must be replaced with similar type and style doors. All materials are to be maintenance-free. These doors may be windowless or have windows that do not extend beyond the top third of the door. Entry doors may be painted only in shades of white, black, brick red, yellow, or beige. During painting, if there is an additional charge to match the existing color of the door, the homeowner will be responsible for the cost. Custom colors can be requested by submitting an ARC request, and if approved, will be the homeowner's responsibility. No entry doors with glass side panels are allowed in Windsor Park.

Any entry door replacement or repainting must be approved by the Board before having the work done.

Garage doors may only be replaced with the same general style and type. Garage doors with windows are not allowed in Windsor Park. Garage doors shall be painted in shades of white or beige to coordinate with the color of the siding on the residence.

Any garage door replacement or repainting must be approved by the Board before having the work done.

Homeowners who replace or paint any door (including garage door) without prior written Board approval shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section) and may be required to remove or modify such changes. Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

There are specific requirements as to the type, color, or style of patio doors. Refer to APPENDIX H.

### **COLOR AND LIGHTS SELECTION**

For roofs, patio doors, decks, fences, siding, shutters, awnings, porch, and coach light colors or selections, please refer to APPENDIX H.

### **COMMON AREAS, LOTS, DECKS, AND PATIOS**

No clothes, laundry, rugs, or other personal items shall be on, placed, exposed, dried, or stored outside any residence. No articles included and not limited to storage sheds, containers, swing sets, dog houses/runs/pens, sandboxes, basketball hoops, or other exterior objects shall be placed on any part of Windsor Park without the prior written approval of the Board.

Yards, patios, and decks shall be used for normal recreation purposes and shall not be used for storage of such items as dead plants, broken patio furniture, storage of any kind (except one maintenance free storage box), broken toys, or similar clutter. These restrictions also apply to under-deck areas.

Each homeowner shall be responsible for the maintenance of the decks, patios, fences, and windows (including screens and basement window covers) that are part of their property. except as noted in APPENDIX A.

No homeowner may modify, add, repair, paint, stain, or replace any existing deck, patio, fence, or sidewalk without the prior written approval of the Board. All additions and changes must be within the original property boundary.

Homeowners who modify, add, repair, paint, stain, or replace any existing deck, patio, fence, or sidewalk without prior written Board approval shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section) and may be required to remove or modify such changes. Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

Refer to APPENDIX B for guidelines governing the installation, maintenance, and removal of decks.

Exterior hot tubs are prohibited in Windsor Park.

Wood-burning fire pits, torches, meat smokers, large meat fryers intended for cooking turkeys, fireworks, or other similar paraphernalia involving open flames, combustible materials, smoke, or explosive noises are prohibited in Windsor Park, including their use on patios, porches, common areas, or in garages. Commercially manufactured gas, propane, or charcoal grills for outdoor cooking purposes and small propane fire pits are allowed in Windsor Park. Fire grills and pits, while in use, must always be attended by the owner.

Fences are allowed around patios and deck railings (privacy fence - pergola style) in Windsor Park, where there is at least 12 feet between the proposed fence, other fences, and homes (due to fire code), must be within the original property boundaries, and maintenance free materials

are preferred. Input from neighboring homeowners will be taken into account before approval is given, and some landscaping may be required by the architectural committee (Refer to Appendix D). Fences shall be maintained in consistently good condition at the expense of the homeowner. Fences shall be no more than six feet in height, be white or natural wood in color (the color will need approval), and consist of vertical boards. Fence structural elements shall be on the inside of the area being enclosed. The boards comprising the fence shall be no narrower than four inches or wider than eight inches in width. All additions and changes must be within the original property boundary.

Any fences, new or repaired, or replaced, must be approved by the Windsor Park Home Homeowners' Association Board before any work is begun.

Homeowners who install new, repair, or replace a fence without prior written Board approval shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section) and may be required to remove or modify such changes. Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

#### **LANDSCAPING, INFESTATIONS, PESTS, OR VERMIN**

For landscaping items, refer to Board Resolution for Landscape Maintenance Policy Appendix G.

No homeowner may modify, add, plant in, or remove any plantings, except for flowers, small shrubs, herbs, or spices in prior authorized beds. If an outside contractor is involved, a Certificate of Insurance is required. Homeowners who commence upon or complete any landscape changes without prior written Board approval shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section) and may be required to remove or modify such changes. Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

The cutting of grass and all pruning of shrubs and trees within Windsor Park is handled by the Association except for pre-approved planting areas, which shall be solely maintained by individual homeowners.

No tree, hedge, shrub, or other vegetation over which a homeowner has control shall be maintained in such a manner as to obstruct sight lines or vehicular traffic for neighboring residences.

The Board is responsible for the removal of any infestations, pests, or vermin in the common areas.

Homeowners are responsible for all infestations, such as birds, bees, bats, pests, squirrels, raccoons, opossums, and rodents occurring on or within their own residences. Homeowners are required to use a professional pest control company for any removal or control of these creatures and provide the Board with a dated copy of the receipt showing which company was hired and the treatment used.

## **VIOLATIONS, FINES, APPEALS, AND LIENS**

Any violation of the Association's rules, governing documents, or other Board policies shall subject the homeowner, even if the property is being leased, to a fine or assessment against the homeowner's account.

The first violation of any provision will result in a warning letter being sent advising the homeowner of the violation itself and the remedies available to the Association to ensure compliance.

The second violation shall subject the homeowner to a fine of one hundred dollars (\$100)

The third violation shall subject the homeowner to a fine of two hundred and fifty dollars (\$250)

The fourth and any subsequent violations of the same provision shall subject the homeowner to a fine of one thousand dollars (\$1,000) per occurrence. The Board shall further have the right to impose additional fines for the same or successive violations if such violations continue. Any violation of a continuing nature will be considered a separate violation for a thirty (30) day period during which the violation persists.

The Board shall have the power to levy fines by sending written notice of the violation and the amount of the fine via regular mail and or email service to the residence of the homeowner.

Any homeowner against whom the fine is assessed can appeal the fine by delivering a written notice of such protest to the Board or our property management company within ten (10) days of the notice of the violation. Such written notice must state the reasons why the fine should not be imposed. If such an appeal is initiated, the Board shall consider the protest within ten (30) days and can, at its discretion, decide to uphold, modify, or negate the original fine.

If the Board decides to uphold or modify the original fine, the homeowner may further request a hearing before the Board itself. Such a hearing will be conducted during the next scheduled monthly meeting of the Board. The hearing shall include such documents and witnesses as needed to outline the position of both the homeowner and the Board. Upon completion of the hearing, the Board shall send the protester notice of its final determination by regular mail and or email within ten (10) days of the hearing date.

If the homeowner does not agree with the Board's decision, any further remedies will need to be pursued within the legal system at the homeowner's expense.

If a fine has not been paid within thirty (30) days from the date of the Board's final decision, the Board may impose late fees of twenty-five (\$25) dollars, collection fees, and interest, and/or (refer to the MONTHLY ASSESSMENT LATE FEE section) place a lien against the homeowner's residence in Windsor Park. In addition to the amount of the fine and/or additional assessments, the Board shall have the right to collect reasonable attorney fees incurred for filing and releasing the lien. The amount of such fees will be clearly stated on the lien notice sent to the homeowner. The imposition of fines, assessments, or liens shall not in any way prohibit the Board from taking further action on the same violation, such as entering upon the property to correct the violation at the homeowner's expense. For the purposes of this policy,

the homeowner is responsible for their own conduct and the conduct of the homeowner's family, tenants, guests, contractors, and other invitees.

### **MONTHLY ASSESSMENT LATE FEES**

If a homeowner has not paid their monthly assessment, the Board will assess a late fee of twenty-five (\$25) dollars and a collection fee per month after the fifteenth (15) day of the month in which the balance due is not paid in full, additionally, per the by-laws, an interest of ten percent (10%) per annum will be collected from the date due until the full amount is paid. The Board may place a lien on the homeowner's residence if the account becomes ninety (90) days past due. In addition to the amount of the assessment, the Board shall have the right to collect reasonable attorney fees incurred for filing and releasing the lien. The amount of such fees will be clearly stated on the lien notice sent to the homeowner.

### **LEASES**

Each homeowner shall have the right to lease their residence for single-family occupancy subject to all the restrictions in the Declarations, By-laws, Amendments, Rules and Regulations, and Board policies currently in effect or as may be adopted in the future. A property is not considered leased if it is occupied by siblings, parents, or children.

No more than six (6) of the seventy-two (72) homes in Windsor Park may be under lease at any time.

A copy of every lease shall be submitted to the Board for approval ten (10) days before the actual signing of any lease to ensure that it complies with all governing documents.

Every lease shall be in writing and shall clearly state that the rental is subject to all the provisions, Polo Run/Windsor Park Declarations, By-laws, and Rules and Regulations of the Homeowners Association. It shall further include the provision that any violation of the governing documents shall be a basis for the Board to seek termination of the lease.

Every lease shall have a term of exactly one (1) year. The Board shall have the right to determine, on the expiration of a lease currently in effect, whether that property will be allowed to continue to be leased. The Board's decision in this matter is final.

No lease may be assigned, and no property may be sub-leased.

The tenant shall have the same right to contest fines and/or damage assessments against the residence as the homeowner. However, all fines and/or damage assessments imposed on the tenant shall be the responsibility of the homeowner and, as such, will be charged to the homeowner's account.

Any property homeowner considering leasing their property should request a copy of the Leasing Restriction Amendment, recorded September 30, 2015, for further information.

### **WEAPONS**

The open carry of any type of firearm, knife, sword, martial arts equipment, or other lethal weapon outside of the homeowner's home is prohibited in Windsor Park.

## **INSURANCE**

The Association does not carry a community insurance policy on individual homes for fire, flood, violent weather, theft, or other risks of direct loss or damage. The Association only carries a liability policy to cover the common areas and the members of the Board.

All homeowners are required to carry, at their expense, insurance for casualty loss for a residence in an amount equal to 100% of its replacement cost per the 2009 First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Windsor Park. Refer to the Amendment for details regarding the homeowner/s responsibilities.

A homeowner shall submit proof of insurance for their residence to our management company as of January 1st of every year.

A homeowner who sustains damage due to an insurable event (defined as a casualty loss or peril, as commonly defined under property insurance coverages currently known as "Special Form" or "Special Causes of Loss", including and not limited to earthquake, fire, flood, wind, hail, lightening, etc.) must contact their insurance provider regarding their loss. Homeowners who would like the management company to repair the damage should submit a work order indicating that they will be responsible for the cost. The management company may refuse the work request. Prior estimates cannot be given. The association shall not be liable for the workmanship or the timing of the repairs. The association may provide, once a year per homeowner, a rebate of up to \$70 to cover the trip charge by submitting the invoice to the Board. The amount is subject to change by a Board decision.

When there is an emergency need for temporary maintenance assistance, the homeowner may call the property management company. All costs associated with emergency assistance provided by the property management company shall be the homeowner's responsibility.

Administration of all claims is the homeowner's responsibility, and Board approval is required for the replacement of exterior building products to ensure architectural conformity.

## **STANDARDS FOR SATELLITE DISH OR TV ANTENNA INSTALLATION AND MAINTENANCE**

Please refer to APPENDIX C for Satellite Dish or TV Antenna regulations and guidelines.

## **EXTERIOR STAIR RAILING**

Refer to the exterior stair railing resolution APPENDIX I.

## **ROOF MAINTENANCE**

Refer to the roof maintenance APPENDIX J.

## **COMMUNICATION WITH CONTRACTORS/WORKERS**

Contractors performing work for the association have a set scope of activities planned in a contract.

The association gathers and bundles work to achieve reasonable terms, efficiency, and economy of scale.

Personal requests for services and interactions with contractors executing a set scope of work are strongly discouraged and may result in you being billed for time spent and personal services you requested (one-hour minimum), at whatever rates and terms the contractor sets, or if it is not available at the management company's hourly rate.

Consider that some of the workers do not fully understand English, or you may not be informed of the full process of the work. If you feel that something is wrong, contact the board instead of engaging the workers/contractor.

The HOA may conduct maintenance surveys for work to be done in the following year. To make sure your needs are addressed, please open work orders. Work orders need to be submitted before the intended work is scheduled to start. If the budget allows and the contractor can accommodate them at the bundle price after board review, they will be honored; otherwise, they will be put on hold till the next time such work is performed.

All arrangements that are made without the board's knowledge and approval will be canceled, and unapproved work completed will be assessed to the submitter.

## **FLAGS**

Only the USA official flags are allowed to be displayed.

## **AWNINGS**

Awnings are allowed. Provide the color(s), images of color(s), Pantone color matches, and pattern(s) in the request form. Forms without the information will be rejected, and the owner will need to submit a new request. For colors, refer to APPENDIX H.

## **SOLAR ENERGY DEVICES**

For solar energy device items refer to APPENDIX L.

The Association believes it is important to ensure that equipment is reasonably controlled as to ownership, appearance, location, safety, maintenance, and removal to protect the interests of the community. All costs, risks, and liability of owner-owned and operated after construction equipment added to a lot or a house, including maintenance, removal, and restoration, are the responsibility of the current and future equipment owner.

These rules, regulations, and guidelines apply to all solar energy devices, including, without limitation, solar panels and their associated components, solar tubes, solar skylights, wind turbines, or other solar energy devices (referred to as "devices" or "systems" or "equipment"). If any portion of the rules, regulations and guidelines is determined to be legally unenforceable, it

shall not negate the enforceability of the remaining portions of the rules, regulations, and guidelines.

Homeowners are urged to check with professional engineers and the insurance company prior to the installation of devices for how such installation may impact their roof or other aspects of their structure and insurance. The Association and its Board has no expertise or special knowledge regarding such systems and therefore the Association's approval for installation of any such device(s) or system is not a representation that the system chosen by a homeowner is safe to use or is compatible with homeowner's structures or other structures on the lot or the lot involved, and homeowner assumes and bears all risks regarding installation and use of such a system.

#### **REQUIREMENT TO READ THE ASSOCIATION EMAILS OR LETTERS**

All residents are required to read and understand the association's emails or letters (in English). If they are unable to do so, they are required to provide the association with an email address of a person who can assist them. Inquiry or violation emails or letters should be answered within 10 days. Failure to comply with those requirements shall be subject to fines up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section). Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

#### **FEEDING WILD ANIMALS**

Except for birds, feeding any type of wild animal is strictly prohibited and subject to fines, up to the maximum scheduled fine (refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section). Additionally, the Board may utilize other remedies provided for in the Declarations and By-laws to address any violation.

#### **MAINTENANCE ITEM GUIDELINES**

Painting – will be done for items that are covered by the HOA and only if the paint is peeling, chipping, or showing rust. Faded paint may be covered if there is an open work order and Board consultation with the contractor indicates it is needed.

Asphalt – will be determined in conjunction with the Board consultation of a contractor.

Concrete – will be determined in conjunction with the Board consultation of a contractor.

#### **NEW HOMEOWNERS**

New homeowners are responsible for all unpaid dues and fines, and any violations that were not addressed by the previous homeowner.

#### **ADOPTION OF RULES AND REGULATIONS**

The Board shall have the authority to adopt, revise, or delete such rules and regulations with respect to all sections of this document, inclusive, as it may from time to time consider necessary or appropriate.