



INCLINE VILLAGE

Rules & Regulations

July 1, 2014

Revised: March 1, 2021

Incline Village Board of Trustees

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Index

- I. Lot Owners' Covenants and Restrictions**
- II. Enforcement: Indenture Articles III, Paragraph C**
- III. General Requirements**
 - 1. Use of Amenities: Incline Village Identification; Lot Owner Responsibility**
 - 2. Vehicles, Golf Carts & Scooters**
 - 3. Parking**
 - 4. Traffic Signs**
 - 5. Lake & Watercraft Rules & Regulations**
 - 6. Beach and Beach Pavilion**
 - 7. Community Center**
 - 8. Swimming Pool**
 - 9. Animal Control**
 - 10. Hunting, Fishing and Firearms**
 - 11. Signs on Lots**
 - 12. Lot Maintenance**
 - 13. Construction and Home Improvement Rules & Regulations**
- IV. Corrective Actions for Violations**

I. Lot Owners' Covenants & Restrictions

Incline Village was created in 1974 to be a recreational community consisting of individual lots and common areas. The deeds to each and every lot contained a set of restrictions that limited an owner's free use of the land in specified ways and also allowed for elected Trustees to maintain the common areas and enforce the restrictions.

The governing document for this planned community is titled, "Indenture of Trust and Restrictions of Incline Village (Indenture)."

The covenants (i.e. agreements) in the Indenture run with the land, which means that each and every Lot Owner legally agreed to be bound by the Indenture of Trust and Restrictions when they purchased their lots. The document is on file at the Warren County Recorder of Deeds for each lot, which constitutes legal notice.

Lot Owners may acquire a copy of the Indenture at the Village office, via e-mail at inclineoffice1@gmail.com or on the website, www.inclinevillage.info.

II. Enforcement of the Restrictions, Rules & Regulations

The Indenture empowers the Trustees to make reasonable rules and regulations for the operation and use of streets, parks, and common property (Indenture, Article III, Paragraph H) and for, and relating to, the use of bodies of water located on common property. (Indenture, Article III, Paragraph I)

The Trustees have a duty to enforce the Indenture's covenants and restrictions "either in law or in equity," which means by a court action either for damages or for non-monetary relief, e.g., an injunction. (Indenture, Article VI, Section 6.01)

In addition, owners of lots abutting a lot upon which a violation is occurring may enforce a restriction through the courts and are entitled to court costs and reasonable attorney fees if it is determined that a violation occurred. (Indenture, Art. VI, Section 6.01)

III. General Requirements

1. Use of Amenities; Incline Village Identification; Lot Owner Responsibility

Definitions

Lot Owner: an individual listed on the title of a Village lot (i.e., the owner of record).

Dependent: a person who relies on a Lot Owner for financial support.

Renter: an individual who pays rent to live in a residence belonging to a Lot Owner.

Incline Village Amenities: fishing, swimming, tennis, boating, beach and park areas and, subject to approval by the Trustees, rental of the Community Center and Beach Pavilion.

Good Standing: a Lot Owner who is current on lot assessments and not in violation of any restriction contained in the Indenture.

- 1.1 Only Lot Owners and their Dependents who possess a current Incline Village ID (card, tag or other method) are entitled to use Incline Village Amenities.
- 1.2 Usage of Incline Village lots are restricted to “single family residential and/or recreational purposes.” (Indenture, Article V, Paragraph A) Accordingly, Village Identification will only be issued, as follows:
 - 1.2.1 Up to two forms of ID may be issued to married Lot Owners, one for each spouse, and one for each of their Dependents.
 - 1.2.2 For non-married, multiple Lot Owners, the owners may select which owner, and that owner’s spouse (if applicable) and their Dependents, will receive a form of ID.
- 1.3 The Trustees reserve the right to request verification of Dependent status.
- 1.4 Village Identification will be issued to Lot Owners who are in Good Standing.
- 1.5 Loaning or sharing Village Identification is prohibited.
- 1.6 Renters are not entitled to use Incline Village Amenities; however, they are subject to and must abide by the covenants and restrictions in the Indenture and Incline Village Rules & Regulations.

- 1.7 Visitors of Lot Owners may use Incline Village Amenities if they are accompanied by the Lot Owners at all times. Visitors will be charged a small fee for use of the Pool.
- 1.8 Any Lot Owner denied issuance of Village Identification for use of Incline Village Amenities may petition the Board of Trustees in writing, setting forth the facts and circumstances in support of their request for issuance/use.
- 1.9 Upon request by Incline Village Security, Incline Village Water Patrol or any Trustee or agent of the Trustees, Lot Owners and their Dependents shall present their Village Identification as proof of their entitlement to use Incline Village Amenities and may be denied further use of the amenity if they are unable or fail to do so.
- 1.10 Lot Owners are responsible for:
 - 1.10.1 knowing and adhering to the covenants and restrictions in the Indenture and current Incline Village Rules & Regulations, and for ensuring that their Dependents, visitors and Renters know and adhere to them as well;
 - 1.10.2 the actions of their Dependents and visitors who use Incline Village Amenities; and
 - 1.10.3 providing Renters up to two (2) gate openers per rental, and to treat the openers similar to a house key in the rental agreement with regard to their return.

2. Vehicles, Golf Carts & Scooters

Definitions

Vehicle: a thing used to transport people or goods on land.

Golf Cart: a Vehicle with a maximum speed of 20 mph (on a level surface) that is used for the primary purpose to carry people and golf equipment, but may also be driven for purposes unrelated to golf.

Scooter: a two-wheeled Vehicle having an automatic transmission and a motor with a cylinder capacity of 49 cubic centimeters or less (i.e., under 50 cc).

- 2.1 Only Vehicles licensed under Missouri State Law, Scooters, and Golf carts may be driven on Village roads and all common areas except those marked with “No Trespass” signs.

- 2.2 Drivers of all Vehicles operated on Village roads and common areas must be licensed to drive by the State of Missouri, except for Golf carts and Scooters.
- 2.3 No person shall operate a Vehicle, Golf cart or Scooter on Village roads and common areas:
 - 2.3.1 In a negligent manner so as to endanger any person or property of another;
 - 2.3.2 While under the influence of alcohol or any controlled substance;
 - 2.3.3 Who is less than 16 years old; and
 - 2.3.4 Without proof of financial responsibility or a liability insurance policy that covers both the driver and the Vehicle, Golf cart or Scooter.
- 2.4 No person shall operate a Golf cart or Scooter:
 - 2.4.1 With more passengers than the Golf cart or Scooter is designed to carry while seated;
 - 2.4.2 With any passengers standing or hanging onto a Golf cart or Scooter while in motion;
 - 2.4.3 After dark unless the Golf cart or Scooter is equipped with two (2) headlights turned on in the front, and two (2) working amber/red lights in the rear; or
 - 2.4.4 On private property without the permission of the property owner.
- 2.5 Any person operating a Golf cart shall:
 - 2.5.1 Yield the right-of-way to all other traffic, including pedestrians and bicyclists;
 - 2.5.2 Move the Golf cart to the far right side and yield to faster moving Vehicles, pedestrians and bicyclists.
- 2.6 Incline Village disclaims any responsibility or legal liability for Lot Owners or their Dependents who operate any Vehicle on Village roads or common areas. Lot Owners are fully responsible for themselves and their Dependents to follow the rules and drive safely at all times.

3. Parking

- 3.1 Parking rules are based on the Indenture and concerns expressed by the Wright City School District and Wright City Fire Protection District. Due to the narrow streets, parked cars are a safety hazard and an impediment for school buses, emergency and fire Vehicles, as well as for snow removal and garbage trucks.
- 3.2 No Lot Owner shall park or permit the parking of any unlicensed or inoperative motor Vehicle, trailer, boat, or other item, on any lot, road or common area in the subdivision. (Indenture, Article V, Paragraph M)
- 3.3 **NO PARKING IS ALLOWED ON THE STREETS OF INCLINE VILLAGE** except for temporary parking as defined below, nor on lawns (see Lot Maintenance rule).
- 3.4 Temporary parking (i.e., up to 12 hours) is allowed in order to accommodate visitors, workers, and the occasional need to clean or make repairs to a Lot Owner's garage or driveway. In those events, Vehicles may be parked along (only) one side of a street, in the same direction.
- 3.5 A Lot Owner who requires additional or longer term street parking, may request to use Community Center parking for a limited period of time.

4. Traffic Signs

- 4.1 It is incumbent upon all residents and Lot Owners to obey the street signs, including speed limits, stop signs, and other posted traffic signs. The Traffic rules were adopted by the Trustees pursuant to the Indenture, (Article III, Paragraph H) for the **SAFETY** of all Village residents and their families. **Keep it SAFE: OBEY ALL POSTED TRAFFIC SIGNS.**

5. Lake & Watercraft Rules & Regulations

- 5.1 Pursuant to the Indenture, the Trustees of Incline Village are empowered to “make reasonable rules and regulations relating to the use of” “any and all bodies of water located on common property or parks in the subdivision.” (Article III, Paragraph I) In accordance with this authority, the Trustees have implemented Lake & Watercraft Rules and Regulations. Copies are available at the Village Office and at www.inclinevillage.info

- 5.2 These rules and regulations govern lake use, who may or may not operate watercraft on Village lakes, the size and weight of watercraft permitted, and speed limits, among other things, and require the registration and inspection of watercraft, fees, and proof of insurance prior to usage on Village lakes.
- 5.3 Lot Owners who use Village lakes are responsible for knowing and abiding by these rules and regulations. Violations may result in enforcement actions, including legal proceedings, in which event the offending Lot Owners will be assessed all costs incurred, including, if applicable, court costs and attorney fees.

6. Beach & Beach Pavilion

- 6.1 The beach area is closed between dusk and dawn except when the beach pavilion is rented or there is a community event approved by the Board of Trustees, and even then, use of the beach for lake access or swimming is prohibited after dark.
- 6.2 The beach pavilion can be rented for exclusive use of the pavilion only, otherwise it is freely available for all Lot Owners. (A copy of the agreement can be obtained at the office or online at www.inclinevillageinfo.com. Check calendar on website for availability.)
- 6.3 Renters of the beach pavilion share usage of the horseshoe, volleyball and basketball courts of the beach area with other Lot Owners on a first come basis.
- 6.4 Pets are not allowed on the beach or beach swim area.
- 6.5 Glass containers are not allowed on the beach.
- 6.6 Picnic tables at the pavilion are property of Incline Village. Removal or destruction of these items is prohibited.
- 6.7 Lot Owners are responsible for the cleanup following the use of the beach and/or the pavilion. This includes all trash, food, cigarette butts and any other refuse.
- 6.8 No diving at the beach area.
- 6.9 Swimming in the beach area outside the roped off area is prohibited.
- 6.10 Swimmers may not jump, dive or enter the main lake from the Village owned docks.

6.11 Individuals accessing the Marina after dusk may park in the beach parking lot (but this does not include access to the beach, which is closed after dusk).

6.12 Golf carts and other Vehicles are not allowed on the beach.

6.13 Fireworks are prohibited on the beach and marina areas.

7. Community Center

7.1 The Community Center can be rented for exclusive use of the Main floor, only. Lot Owner must be in Good Standing, as defined in Rule 1 Use of Amenities.

Dates available for rental and contract(s) are available at the Incline Village business office and at www.inclinevillage.info.

8. Swimming Pool

8.1 The Swimming Pool at the Community Center is available to Lot Owners and their Dependents who are in Good Standing as defined in Rule 1 Use of Amenities.

8.2 The Swimming Pool is open from Memorial Day to Labor Day. Hours are posted inside the Swimming Pool area.

8.3 Pool Rules must be followed at all times to allow all Lot Owners an enjoyable experience. Everyone in the Pool Area must comply with rules and instructions of the lifeguards, Incline Village Board of Trustees or their agents.

8.4 Pool Rules and visitor costs are reviewed annually. For current rules/costs see;

- Village e-mail notices to all Lot Owners;
- Pool Rules posted in Swimming Pool area;
- Pool Rules posted rules in Vestibule area outside restroom area; and
- Pool Rules on Village website at: www.inclinevillage.info

8.5 Each Lot Owner will be allowed to invite a maximum of 5 visitors unless the number of individuals at the Pool exceeds the Swimming Pool occupancy.

8.6 Lot Owners must be present for children under 12.

8.7 Lot Owners must be present for visitors to access the Swimming Pool.

8.8 Lot Owners are responsible for any damages that they or their visitors may cause.

9. Animal Control

- 9.1 Only dogs, cats or other household pets may be kept by Lot Owners and may not be used for breeding purposes pursuant to Indenture Article V, Paragraph G.
- 9.2 Lot Owners shall ensure that their household pets do not stray beyond the lot line unless they are on a leash.
- 9.3 Lot Owners shall immediately abate and/or correct any disturbance caused by their pets either by noise (e.g., barking dogs) or by trespass on neighboring lots or common areas (e.g., pooping pets, romps through flower beds).
- 9.4 Lot Owners who witness or know of an animal biting a person or acting in a manner that suggests it may be infected with rabies should report it to the Warren County Sheriff Department.
- 9.5 Enforcement **PLEASE NOTE:** Pursuant to Indenture Article VI, Section 6.01, both the Trustees (if the violation occurs on common areas) and abutting Lot Owners have a right to pursue a legal action to enforce Animal Control violations, and will be entitled to courts costs and attorney fees if they prevail.

10. Hunting, Fishing & Firearms

Definitions

Firearm: any weapon that is designed or adapted to expel a projectile by the action of an explosive.

Projectile weapon: Any air gun, archery device, bow, crossbow, pellet gun, slingshot or other weapon that is not a Firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

Trustee day dock: The Day-Use dock southeast of the boat ramp.

Boat dock: The privately-rented boat slips northeast of the boat ramp.

- 10.1 Hunting is prohibited within the boundaries of Incline Village, on private lots as well as on common grounds.
- 10.2 Discharging a Firearm or Projectile Weapon within the boundaries of Incline Village, on private lots as well as on common property, is prohibited except as permitted by Missouri state laws on self-defense.

10.3 Fishing

- 10.3.1 A Missouri State Fishing License is required to fish where fishing is permitted.
- 10.3.2 Fishing is permitted on all Village lakes except as provided herein below.
- 10.3.3 Where permitted, only rod and reel fishing is allowed. Trot, limb, jug lines and bow fishing are prohibited.
- 10.3.4 Access to Village lakes through private property is not permitted without the Lot Owner's permission.
- 10.3.5 Fishing is prohibited at the Marina when boats are present (between March 1 and November 15), except from the shoreline or the Trustee day dock,
- 10.3.6 Fishing is also prohibited at the beach, from the spillway, from the dam, and at all swimming areas (as posted).
- 10.3.7 A Lot Owner must accompany all visitors who fish on any Village lake.
- 10.3.8 All individuals fishing on any Incline Village lake must comply with the Missouri Conservation Commission's size and daily limit requirements, unless otherwise posted at the Boat dock.

11. Signs on Lots

Pursuant to Indenture Article V, Paragraph O, no sign, advertisement or billboard may be erected or maintained on any lot. Two types of signs are excepted, as follows:

11.1 Political Signs

Pursuant to state law political signs cannot be prohibited but may be reasonably restricted as to the time, size, place, number and manner of display.

11.1.1 Political signs on a lot in Incline Village:

- can be no larger than 12 square feet in size (e.g., 3 ft by 4 ft);
- are limited to a maximum of 3 per lot;
- must be placed on the ground, not hung from a residence, tree or shrubbery;
- cannot be placed on an easement or common property; and
- may only be displayed 14 days before and 2 days after an election.

11.1.2 Pursuant to state law, the Trustees or their agents may remove any political sign without liability if such sign:

- is placed within the common ground, which includes easements on lots;
- threatens the public health or safety;
- violates an applicable statute or ordinance;
- is accompanied by sound or music; or
- if any materials are attached to the political sign.

11.1.3 Prior to removing a political sign from an owner's property, however, the Trustees or their agent will first give the Lot Owner 3 days written notice specifically identifying the rule and the nature of the violation along with a request to remove the sign on their own.

11.2 Real Estate For Sale Signs

Pursuant to longstanding custom and practice, Village Trustees have allowed temporary For Sale, For Lease and Open House signs on lots in order to assist the sale of a Lot Owner's property.

11.2.1 For Sale, For Lease & Open House signs on a lot in Incline Village:

- can be no larger than 9 square feet in size (e.g., 3 ft. by 3 ft.);
 - property brochure holders no larger than 9 x 11 inches next to sign are permissible if free from advertisements;
- are limited to a maximum of 1 per lot;
- must be placed on the ground, not hung from a residence, tree or shrubbery;
- cannot be placed on an easement or common property; and
- may only be displayed until property sale/lease finalized or open house ended.

11.2.2 The Trustees or their agents may remove any For Sale, For Lease or Open House sign without liability if such sign:

- is placed within the common ground, which includes easements on lots;
- threatens the public health or safety;
- violates an applicable statute or ordinance; or
- is accompanied by sound or music.

12. Lot Maintenance

Article V, Paragraph P of the Indenture requires Lot Owners to keep their lots and improvements thereon in good order and repair and empowers the Trustees, upon failure to correct a condition within 15-days of a written notice, to enter the property and make the correction at the Lot Owner's expense.

12.1 All Lot Owners shall:

- 12.1.1 Mow lawns on a regular basis so grass is no higher than 6 inches;
- 12.1.2 Remove all litter, trash, dead vegetation, refuse and waste;
- 12.1.3 Keep trees and shrubs pruned, healthy and attractive – remove/replace dead or dying wood and branches of trees and shrubs (Note: must obtain permission to remove trees greater than 5 inches in diameter, as per Indenture, Article V, Section E);
- 12.1.4 Water landscaped areas;
- 12.1.5 Keep exterior lights in working order;
- 12.1.6 Keep lawn and garden areas alive, free of weeds and attractive;
- 12.1.7 Keep driveways in good repair;
- 12.1.8 Repair exterior damages to all improvements (home, garage, outside storage, etc.) and,
- 12.1.9 Lot Owners shall not park or leave Vehicles, trailers or water craft or other objects (except for attractive lawn decorations) on or partly on lawns.

12.2 Enforcement – Failure to Regularly Mow Lawn

- 12.2.1 Because lawns must be mowed every week or two, depending on weather conditions, only one 15-day notice for failure to “regularly” mow will be given during a given mowing season.
- 12.2.2 Therefore, and in the case of failure to mow grass regularly only, the Trustees or their agents may hire a lawn service to regularly mow the lawn for the remainder of the mowing season, and assess the Lot Owner for costs, if:

- The Lot Owner fails to mow the lawn within 15-days of the date of a written notice of violation of grass height; or
- The Lot Owner violates the grass height rule a second time during the same mowing season.

13. Construction and Home Improvement Rules and Regulations

13.1 All Lot Owners are subject to the restrictions on the use of Incline Village lots. The restrictions are set forth in Article V of the Indenture. Among other things, the restrictions cover the types of structures and improvements permitted and the cutting of trees. In addition to the restrictions, the Board of Trustees have enacted the Construction and Home Improvement Rules and Regulations pursuant to their rule making authority set forth in Article III, Paragraph C of the Indenture. Copies are available at the Village Office or at www.inclinevillage.info. Lot Owners are responsible for knowing and complying with both the Article V restrictions and the Construction and Home Improvement Rules and Regulations.

13.2 Further, Lot Owners must contact the Village Office and obtain approval prior to engaging in any construction or home improvement. Failure to do so, and failure to abide by the restrictions, rules and regulations, may result in enforcement actions taken against them, including legal proceedings to halt construction or restore the property to its pre-construction condition, and the offending Lot Owners will be assessed all costs incurred, including attorney fees, if applicable.

IV. Corrective Actions for Violations

1. Powers of Enforcement

Article III of the Indenture empowers and requires the trustees to compel performance of the restrictions in the Indenture and “any rules or regulations promulgated thereunder.” (Indenture, Article III, Paragraph C.)

The Indentures provides two enforcement tools, i.e.:

(1) regarding violations of any restriction in the Indenture, the trustees (and Lot Owners of abutting property) may sue the Lot owner in violation of the restriction and recover reasonable attorney’s fees if the court determines a violation occurred (Indenture Article VI, Section 6.01)

and,

(2) regarding a failure to keep lots and improvements in good order, the trustees may after 15-days written notice, correct the condition and assess the cost to the Lot Owner. (Indenture, Article V, Paragraph P.)

2. Corrective Actions

2.1 Immediate Action – Violations Endangering the Safety & Welfare of Other Village Residents

2.1.1 When a violation endangers the safety and welfare of other Lot Owners or their Dependents, and requires immediate corrective action, the Village office will contact the offending Lot Owner by phone and demand that the violation be corrected immediately.

2.1.2 If not immediately resolved by the Lot Owner – or if unable to reach the Lot Owner - documentation will be promptly provided to the trustees for a corrective action to be taken in circumvention of the Lot Owner.

2.1.3 The trustees' decision will be documented and the Lot Owner notified in writing.

2.2 First Occurrence of an Indenture Restriction or Rule Violation

2.2.1 For any rule or Indenture violation that does not pose an immediate threat to the safety & welfare of other Village residents, a courtesy call will be made followed by a letter confirming the conversation, giving the Lot Owner 15 days to remedy or correct the violation.

2.2.1.1. If the Lot Owner does not correct the violation within 15-days, the office shall document both the violation and attempt to obtain compliance to the Trustees. A Trustee will phone the Lot Owner and document the call with a letter to the Lot Owner;

2.2.1.2. If the Lot Owner fails to promptly correct the violation after trustee contact, the office shall update documentation and provide to the trustees for an appropriate corrective action to be taken.

2.3. Repeated Violations of the same Indenture Restriction or Rule

2.3.1 A Lot Owner who violates an Indenture restriction or Rule after having received a 15-day notice for the same restriction or rule violation will be issued a “Final Notice”. The enforcement action specified in the notice will be taken without further notice if it appears, in the judgment of the trustees, that repeated 15-day notices to correct the violation have not been effective.

Example: Parking in the street. Lot Owner receives 15-notice, removes Vehicle from street, notifies office of compliance, then parks in the street again, prompting another 15-day notice.

Signature Approvals

We, the undersigned members of the Incline Village Board of Trustees, approve this March 1, 2021 Revision of the Incline Village Rules & Regulations.

Approved:

By: _____ Date: _____

Eric Weber, Trustee
Incline Village Board of Trustees

By: _____ Date: _____

Eileen Gawriluk, Trustee
Incline Village Board of Trustees

By: _____ Date: _____

Nedra Orf, Trustee
Incline Village Board of Trustees