

# **Tomahawk Creek Condominiums Rules and Regulations**

November 2009

## **I. GENERAL INFORMATION**

A. Classification of persons authorized to use the common areas and facilities.

RESIDENT – Owner or lessee and family members. The owner-of-record of any Unit not leased to third persons shall be deemed to be the owner-resident of such Unit.

B. Non-resident guests may only use common area facilities while in the company of a resident. Access Privileges:

1. Residents and their resident guests shall be entitled to access and use their respective Unit and the Association's Common Elements as provided in the governing documents, except to the extent that such access has been barred by any court of record, or to the extent that any privilege has been suspended by the Association for cause and/or is otherwise restricted by specific policies, procedures, rules and regulations promulgated by the Association in the furtherance of its obligation to regulate the Property in the best interest of all owners.

2. Non-resident owners shall be entitled to access guest parking and other parts of the Property only for the purpose of entering a Unit they have leased to a third person the lessee(s) (as provided in their underlying lease agreement); to access guest parking, their un-leased parking space; as the guest of another resident; or, for the purpose of conducting Association business. Except as provided, herein, General Common Elements may not be used by non-residents.

3. Non-residents, other than non-resident owners, may only enter the Property: (a) in the company of a Unit resident, (b) pursuant to specific instructions from the Association or a Unit resident.

C. Purpose of Rules.

1. These rules are designed to protect the common interests of each homeowner and collectively assure the rights of all homeowners.

## **II. BYLAW, DECLARATION, AND RULE VIOLATIONS**

A. The Association's Board of Directors may suspend any Unit's privilege of using some or all General Common elements facilities (other than those required for free access to and from such Unit), and or impose assessment penalties against any Unit, whose occupants or guests violate any Bylaw, Declaration or Rule provision.

B. Except as specifically provided in these Rules and Regulations, no assessment may be levied against a Unit unless a prior written (or verbal) notice, that a specified

activity is in violation of the governing documents, has been given to the occupants of such Unit. A copy of the notice will be mailed to the Owner of the involved Unit – when said Unit is occupied by someone other than the owner. Such notice shall direct the alleged violator and/or responsible Unit Owner to appear before the Board and show cause why the General Common Element usage privileges of that Unit should not be suspended, in whole or in part, and/or why a monetary penalty should not be assessed. Notice of all alleged additional or like violations shall be given in the same manner. Determination with respect to whether or not a particular activity or occurrence constituted a violation of the governing documents shall be made by the Board of Directors of the Association and shall be final. An individual may request, in writing, an alternate hearing date. Such request may be made no more than twice. Failure to appear, pursuant to notice, shall be deemed an admission of the alleged violation and the Board may impose privilege suspensions and/or monetary penalties as shall appear appropriate.

C. The assessment for “additional or like violations” for which no specific penalty is provided, shall be \$25.00 for the first such additional or like violation, \$50.00 for the second such violation and \$100.00 for any subsequent violations. All penalty assessments, including specifically provided assessments, shall be payable with the monthly Association dues and, if unpaid when due, shall become a lien against the Unit.

D. Violation of these rules may be reported to the Board of Directors, in writing, by staff, any owner, or any non-owner resident. Where deemed appropriate the Board will advise the responsible Unit resident and/or owner, either verbally or in writing, of the alleged violation.

### **III. ALTERATIONS**

A. Except for doorbells, knockers, front-door wreaths, flags and holiday decorations, nothing shall be hung or placed upon any of the General Common Elements or areas which are Limited Common Elements, which would or might create an unsightly appearance. Alterations shall only be effected in accordance with the Architectural Standards guidelines. Failure to comply with any Architectural Standards guidelines may result in a penalty of \$25 for the first incident (See Bylaws, Declaration and Rule Violations for further explanation on penalties). Refer to Architectural Standards Guidelines for details.

B. Per the Declarations, all curtains, drapery materials, window shades, or other window treatments visible from the exterior of a Unit shall be white or off-white in color and shall not be of a reflective material. All windows of a Unit shall have interior window coverings or treatments which meet this requirement.

C. No signs or stickers (other than those for emergency personnel, security companies, or for the selling of a Unit) shall be placed in or on the windows of a Unit.

#### **IV. BARBEQUE COOKER AND GRILLS**

Leawood city ordinance prohibits the use of charcoal grills on patios and decks. Tomahawk Creek expands this to include all driveways, front steps and porches. Propane and electric grills are permitted. A charcoal grill sitting on a patio or deck (patio, deck, driveway or stoops and porches) is considered evidence of intent to break the law. Propane bottles may be stored on the unit's patio/balcony or garage.

#### **V. BICYCLES**

Bicycles of residents may be stored inside the Unit, garage or unit's storage area. For units with no garage or storage area, bicycles may be stored inside the unit or on the porch. If stored on the porch, lower units may use a freestanding upright stand or suspend from the joists above the porch. Upper units must use a freestanding upright stand on the porch. No more than two bicycles may be hung or stored for such units. Bicycles must not be left in Common Element areas such as sidewalks, breezeways, entrances or other common areas. Bicycles may be kept in General Common Element areas only when parked in authorized bike racks. Residents and guests may use the bicycle rack located on the West side of the tennis courts on a "first come, first served" basis. The community and Board assume no liability for any injury or theft of bicycles.

#### **VI. BUSINESS OR COMMERCIAL ACTIVITY**

A. Business or commercial activity is prohibited by Section 11 of the Tomahawk Creek Condominiums DECLARATION. Such prohibited activity shall include all for profit efforts - conducted within or from any Common element, and all for profit efforts conducted within or from any Unit on the Property - which involve on-premises employees or other than occasional visits by actual or prospective clients or customers. Signs which are visible from the street and call attention to a business are prohibited.

B. Residents shall not display any commercial signs or signs construed to be an advertisement (other than the one sign allowed for the sale of an individual unit) or markings on apartment or on a location visible from outside of the Unit.

## **VII. USE OF GENERAL AND LIMITED COMMON ELEMENTS**

A. Each owner may use the General and Limited Common Elements in accordance with the purpose for which they are intended, so long as such use does not hinder or encroach upon the lawful rights of the other owners. But, such Elements may not be subjected to excessive use by an owner or his agents, contractors, employees, invitees, guests or tenants. The common driveways, entrances, sidewalks and stairways, shall not be obstructed. Loitering in these areas is not permitted.

B. Bicycling, roller blading, skating, skate boarding or the use of other equipment causing high-unit pressure to the surface is not permitted in the tennis courts, basketball and sport court.

C. No work of any kind shall be done to the exterior walls or to the general common areas except as authorized by the Board.

D. Residents shall exercise reasonable care to avoid causing disturbing noises.

E. Any damage to the General Common Element areas or other common Association property caused by a Unit owner, resident, family member, guest or invitee shall be repaired at the expense of that Unit owner.

F. The rights and privileges of other residents must be respected in any use of the recreational and social facilities of the common areas. Use of such facilities by residents and their guests is at their own risk.

G. Appropriate dress and footwear must be worn in the Clubhouse at all times. Swim suits are required in the swimming pool areas and are not deemed appropriate dress for the Clubhouse.

H. No littering of papers, cigarette butts or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

I. Owners and their lessees shall not store any combustible materials inside their units except that storage shall be allowed in attached garages. Any damage resulting from storage of combustibles inside a unit or garage shall be at owner's risk and owner shall be responsible for any and all loss or damage to any unit affected.

J. Garbage is not to be placed outside on any other days except for the designated days for trash pick-up. Only trash should be placed in the compactor.

K. Balcony or patios shall be kept neat and clean at all times. No rugs, towels, laundry clothing or other items shall be stored, hung or draped on railing or other portions of the balcony or patio. Unsightly items must be kept out of vision. The

Board in its discretion shall determine which items are to be considered to be “unsightly”. No motorcycles are allowed to be parked on patios.

L. Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into the trash compactor.

M. The Association assumes no liability, nor shall it be responsible, for any loss or damage to any articles stored in General Common Elements areas.

## **VIII. CONTRACTOR/RENOVATION GUIDELINES**

A. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Saturday.

B. All excess materials, debris and trash must be hauled away by the contractor. No materials, debris, or trash may be deposited in the trash compactor by contractors.

C. Appropriate clean up shall be the responsibility of the Owners and their contractors. Any dirt, sawdust, or other material tracked or spilled must be cleaned up immediately. Also, all involved garage or other Commons areas and limited Common areas must be cleaned up at the end of each day.

D. Fire Alarm System: No smoke detector or water sprinkler may be removed, taken apart or painted without prior Association approval.

E. An Owner contracting to have work done in their Unit assumes full responsibility for:

1. Compliance with the Tomahawk Creek Condominiums Architectural Standard guidelines which currently is a function of the Board of Directors.
2. Damage to the common areas and limited common areas or other Association costs arising from the activity.
3. Having workers check with the Association to clarify rules before work begins and having permits as necessary.

F. Penalties: Violation of these rules may result in the assessment of penalties against the Unit owners and contractors including, but not limited to, the suspension or termination of a contractor’s further access to the property.

G. Before a contractor may begin work in any Unit, the contractor must furnish to the Association (if asked) adequate proof of liability insurance and workmen’s compensation coverage.

H. Any lack of insurance on the part of the contractor is the responsibility of the homeowner.

## **IX. FITNESS ROOM**

- A. The fitness room will be open 24 hours a day. Residents and their guests will assume liability for proper usage and knowledge of the equipment. No pets allowed in fitness room.
- B. Residents may bring a maximum of one non-resident guest to use these facilities, and the host resident must remain in the fitness room while their guests are using such facilities.
- C. For health and safety reason, all persons less than 14 years of age must be accompanied by an adult, at all times, when using these facilities. At no time will persons less than 14 years of age be allowed in the fitness room alone.
- D. Equipment must be put back into proper order after use.
- E. Food and drink are not permitted in the fitness room, except for water bottles.
- F. Damaged equipment should be reported to management immediately.
- G. Posted instructions should be read and followed carefully.
- H. Any group-type activity which utilizes these facilities must receive approval of the Board of Directors and must be limited to residents.
- I. Appropriate clothing is to be worn at all times.

## **X. BUSINESS CENTER**

- A. The business center is available for all residents to use twenty four hours a day.
- B. No pets allowed in the business center.
- C. Faxes can be sent during clubhouse hours for a small fee.
- D. Photocopies can be made during clubhouse hours for a small fee.

## **XI. LEASING OF UNITS**

- A. An owner of a Unit may lease or rent (hereafter lease) such Unit for only private, residential purposes, except no Unit shall be leased for transient or hotel purposes, and no Unit may be leased for a term of less than 12 months. No less than the entire Unit may be leased at any one time. Every lease shall be in writing and shall provide that the terms and provisions of the lease and the conditions of occupancy there under by all tenants shall be subject in all respects to the governing documents of the Association; and that any failure by the tenants to comply with the terms of such

documents shall be a default under the lease. All adult residents of a leased Unit must be named in the governing lease and a copy of such lease must be on file with the Association.

B. Owners leasing their Unit are responsible for the actions of their tenant, including but not limited to damages to the common areas, inappropriate behavior and any and all charges assessed against the Unit. This includes any assessments for rule violations.

## **XII. PARKING/VEHICLES**

A. All vehicles, including motorcycles, must be parked in designated parking spaces. Designated parking spaces are garages for units with garages, the driveway behind each garage space, numbered carport spaces and parking marked with a unit's number, e.g. 1-A. Visitor parking is denoted as visitor parking. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed, immediately, without further notice, at the vehicle owner's expense.

During management office hours, a vehicle illegally parked in an owner's/resident's garage space, driveway space, carport space or numbered space, or in any of the Common Areas and Facilities, may be reported to the management office. If the party responsible for an illegally parked vehicle cannot be located, the vehicle may be towed, at the vehicle owner's expense. Owners reserve the right to tow any vehicle in accordance with state statutes.

B. Owners/Residents are responsible to ensure their guests do not park in any other owner's/resident's designated parking spot(s).

C. Owners/Residents and guests may not store and/or park any vehicles over twenty (20) feet in length or having more than four (4) wheels, mobile homes, motor homes, campers, boats, and similar recreational vehicles, go-carts, off-road vehicle, mini-bike, trailers of any kind, vehicles primarily used for commercial purposes, and vehicles with commercial writings on their exteriors. Notwithstanding the above, commercial vehicles shall be allowed on the Common Areas and Facilities between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of serving a Unit or the Common Areas and Facilities; provided, no such vehicle shall be permitted to remain on the Property overnight or for any purpose other than serving a Unit or the Common Areas and Facilities.

D. Vehicles, including motorcycles, may not be washed or repaired on the property. This includes changing of oil or any minor repairs. Owners must clean up any leaks of oil, transmission fluid, etc., to prevent damage to pavement. If management has to clean up any such spills, the vehicle/motorcycle's owner will be charged accordingly.

- E. Car/vehicle covers are prohibited.
- F. No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- G. Vehicles may not make excessive noise. Determination of “excessive” is left entirely to the sole discretion of the Board of Directors of the Association.
- H. No vehicle may be parked in visitor parking and left unattended for more than 14 days.

### **XIII. PETS**

The Animal Control laws of the City of Leawood will be enforced. In addition, the following rules at Tomahawk Creek Condominiums will also apply equally to cats or dogs.

- A. No more than a total of two (2) common household pets may be kept in any unit. Pets shall not be bred or used for any commercial purpose.
- B. All pets as provided by city ordinances must be currently licensed with the City of Leawood.
- C. Pets must be confined to the pet owner’s unit/patio and shall not be allowed to roam free and may not be tied unattended in any common area. All pets outside the confines of the unit/patio must be on a leash.
- D. Excrement shall be immediately picked up from any common area or patio. If excrement is not picked up, a fine may ensue.
- E. Cat litter may not be disposed of in toilets. All excrement and litter must be placed in trash bags.
- F. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
- G. All pets will be kept or maintained at all times in a safe and sanitary manner.
- H. Pet health will not be endangered by the manner of keeping or confinement.
- I. The keeping of pets shall not cause fouling of the air by offensive odors and create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the pets are kept or harbored.
- J. Owners and tenants are responsible for visiting pets, and those pets are subject to the same restrictions as resident pets.



K. Pet owners shall indemnify the Tomahawk Creek Condominium Association and hold it harmless against loss or liability of any kind arising from their pet(s).

L. Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in their units. Further, nothing herein shall hinder full access to the units and common areas by persons with disabilities.

#### **XIV. POOL AND SUN DECK**

##### **NO LIFEGUARD ON DUTY**

##### **SWIM AT YOUR OWN RISK**

A. Pool Hours: 10:00 a.m. to 10:00 p.m.

Adult only lap swim: 8:00 a.m. to 9:30 a.m. Monday, Wednesday, Friday

B. Persons under 14 years of age must be accompanied by an adult over the age of 18 at all times.

C. Residents and their guests are advised that they use the facilities at their own risk. Everyone must abide by all rules posted in or around the pool area and should observe all warning signs. The Association assumes no responsibility for any injury or loss of life to any person while using any of the facilities.

D. Pool toys and/or games and lap swimming are allowed except when they limit the use of the pool by others. Please be considerate of other swimmers.

E. Persons wearing wet or damp swimsuits are only allowed in the pool area, sun deck, and restrooms, but not in other common areas such as the exercise room and Clubhouse.

F. The doors to the Clubhouse are not to be opened to access the pool area, except in conjunction with Association functions.

G. Appropriate swim wear must be worn. No jeans, cutoffs, etc. are allowed. Persons in diapers are not permitted in the pool. Do not enter the pool with infectious diseases, bandages, open sores, or other health hazards.

H. Drinking and eating in the pool, is not permitted. None of the following is allowed in the pool area:

1. Smoking
2. Glass or any breakable item
3. Dogs, cats or other pets
4. Curlers or bobby pins
5. Drugs, pills, marijuana or any other illegal substance
6. Bicycles, skateboards, etc.

I. Excessive noise, loud music, running, diving, horseplay, rough-housing, splashing, profanity or foul language or any other behavior that is considered dangerous or offensive is strictly forbidden in the pool area.

J. Private swimming parties are not allowed and exclusive use of the pool and pool area for such purposes is not permitted. Pool furniture may not be reserved unless you remain in the pool area. Do not remove the pool furniture from the pool area.

K. Trash must be picked up and disposed of in the containers provided. Please keep the area clean.

L. Pool privileges may not be granted to any resident whose monthly dues are delinquent.

M. No more than two guests per unit are permitted at any one time in the pool area and the resident must remain with guests while they are using the facilities.

N. All state and city regulations are to be followed.

O. The Property Manager or designee will have full authority from the Board of Directors to enforce these rules and to expel anyone at his or her discretion.

## **XV. SECURITY**

A. Each Unit shall provide the Association with the key or access code necessary to gain entry in the event of emergency.

B. The Association and its authorized representatives shall have the right to enter into or upon the Limited Common Elements and each Airspace Unit as necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform.

## **XVI. SHOWING OF UNITS**

Owners may display for sale signs inside the windows of units for sale. Signs are limited to one sign per street exposure. Owners may show their Units to prospective purchasers at any hour as long as such activity does not cause a disturbance or annoyance to other residents. Any licensed real estate agent may show an Owner's Unit between the hours of 8:00 a.m. and 7:00 p.m. Showing shall be by appointment only. Any signs displayed for open house purposes may be displayed until 5:00 p.m. the day of the open house. Any displayed signs remaining on Common Element facilities will be removed the following morning by management company employees. A storage fee of \$25.00 will be charged to claim any such sign.

## **XVII. SUSPENSION OF COMMON ELEMENT PRIVILEGES**

A. Except as otherwise provided herein, the privileges of using the General Common Elements, may be suspended, in whole or in part, for cause, by specific action of the Board of Directors.

B. The privileges of using all of the General Common Element areas shall be automatically suspended for all residents or guests of any Unit that owes the Association assessments, which have been outstanding for sixty days. Suspension shall commence as of 8:00 a.m. of the fifth day following the mailing of a letter, by first class mail, postage prepaid, to the Owner of any such Unit, and the tenant, if any, advising that such privileges have been suspended for assessment delinquency.

C. The Association will maintain a current listing of all Units whose privileges are under suspension.

## **XVIII. TENNIS AND BASKETBALL COURTS**

A. The Tennis and Basketball Courts are open from 10:00 a.m. to 10:00 p.m.

B. Reservations may be made by signing a court-time sheet maintained in the Clubhouse. Court time may only be reserved 24 hours or less in advance. Time may be scheduled in hour increments, i.e. 9:00 to 10:00. No-shows relinquish their court time ten minutes past the time reserved. In the event that players are on the court and had not secured a reservation and others come along wishing to play, those on the court first should relinquish the court after 45 minutes.

Should people be on the court for purposes other than playing tennis, they must surrender the courts to those wishing to play tennis.

C. Residents may reserve court time for a maximum of two hours.

D. At least one resident must be in attendance at the court during play by non-resident guest, including non-resident family members.

E. Use of the tennis court for group programs, instruction, and tournaments is subject to the approval by the Board of Directors and will be posted in advance.

F. Please take care of our court and equipment. Hang roll-dry on the fence after use. Report any damage to the Property Manager. Tennis shoes must be worn. Proper tennis attire is recommended.

G. Bicycling, roller blading, skating, skate boarding or the use of other equipment causing high-unit pressure to the surface is not permitted on the tennis, basketball and sport courts.

## **XIX. SMOKING**

Smoking is permitted only in individual units, and on balconies and patios. Smoking is not permitted in the common element areas of the pool and clubhouse.

## **XX. NOISE AND CONDUCT**

A. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other persons. Residents shall not make or allow any disturbing noises in the unit by resident, family, or guest.

B. Residents shall be responsible and liable for the conduct of their guests.

C. Residents agree to abide by rules and regulations established for use of recreational, health and service and facilities on the property.

## **XXI. ANTENNAS**

No permanent exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion nor upon any structure situated upon said Property; except that the Association may install and maintain an aerial or other apparatus for a master antenna or cable system made available to all of the Units, should any such master system or systems be utilized and require any such exterior antenna or apparatus.

## **XXII. MISCELLANEOUS**

A. The Association Master Insurance policy does not cover damage to the contents of any Unit. Unit Owners are expected to carry their own Personal Property and Liability Coverage.

B. Firemen, Policemen, Process Servers and other governmental officials shall be admitted to the Association's Common Element areas, as appropriate and necessary, upon the presentation of adequate identification. Association staff shall accompany such person, other than Firemen, from and to the Clubhouse and their point of concern of interest, including the front door of individual Units.

C. The Association will assess applicable charges to all Units responsible for any false alarm costs.

D. A balcony may not be washed down onto a patio below it. Violation of this prohibition may result in a penalty assessment of \$25.00 per incident. In addition, the offending Unit may be assessed the full cost of all clean-up resulting from such violation.

E. The Association recommends having a chimney sweep inspect fireplaces and flues once a year.

F. The official Association bulletin board located directly outside of the mailroom should be consulted regularly for announcements and messages.

G. Cooperation of all is requested in keeping common areas free of litter and equipment, etc.

H. Damages to Common areas or other Association expense caused by a delivery by commercial vendors to an individual unit shall be assessed to the involved Unit.