

\*\*\* HARRIS COUNTY CLERK \*\*\*  
ANITA RODEHEAVER  
TRACE # 00900242  
# P564303 AMNT \$ 20.00

LEAWOOD COLONY TOWNHOMES

Rules and Regulations

All Rules and/or Regulations are subject to the provisions of the Leawood Colony Townhomes Declaration and By-Laws. Each Owner/Occupant shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements or any governmental agency or authority, with respect to the occupancy and use of their unit. Non-compliance with any of the following rules and regulations will result in the levying of a special assessment referred to hereafter as Violation Assessments.

1. Any common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any unit owner/occupant for any other purpose than ingress to and egress from the units.

2. A unit owner/occupant may place on balconies or patios appropriate casual furniture normally utilized on patios and balconies together with plants and flowers; provided, however, the Board may direct the removal of any items which, at its discretion, detracts from the general appearance of the project and can be seen extending over the top of the fence. Patios or balconies shall not be enclosed unless approved, in writing, by the Board. Any planting or gardening done in the common areas becomes a permanent part of the common landscaping and the property of the Association. Each unit owner/occupant may hold two garage/yard sales per year on the premises.

3. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets.

4. Disposition of garbage and trash shall be only by use of individual garbage bins. Trash is not to be left outside of the garbage bins. Large trash items awaiting pickup may not be left in carport area for more than 24 hours. Please put large trash items out on day of pickup only.

5. Each unit owner is responsible for keeping and maintaining all interior items that can be seen from the outside of his unit in good condition and repairing all windows and doors; the air conditioning system (outside compressors, ducts and vents) serving the unit; and all electrical systems, water lines, and other fixtures located on the exterior of the unit.

6. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance for the property without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will result in the cancellation

of insurance on any unit, or any part of the Common Elements, or which will be in violation of any law.

7. A townhome owner/occupant shall be liable for the expense of any maintenance, repair and/or replacement made necessary by their negligent act or by that of any member of their family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates caused by misuse or abandonment of a townhome unit or its appurtenances.

8. Each owner shall be obligated to pay for his own utilities which are separately metered on and billed to each unit by the Association on or about the 15th day of each month and the Association shall have a lien on any unit for any cost incurred by the Association for utilities provided to any unit for which a bill has not been paid by the last day of the month in which the bill was issued. The utility bill is deemed late on the 1st day of the month following issuance and a \$5.00 late charge may be assessed the Owner by the Association. If a utility bill is not paid by the fifteenth day of the month following issuance, and proper notice has been given by the Association, the Association shall additionally have the right, but not the obligation, to terminate and cancel any and all utility service to the unit that has outstanding delinquent utility charges due and owing the Association. Proper notice consists of a separate mailing or hand delivery at least five (5) days prior to the stated date of discontinuation, with the words "termination notice" or similar language displayed on the notice. The notice shall include the office address where Owner can go during normal working hours to make arrangements for payment of the bill and for reconnection of said services. A \$50.00 reconnection fee may be charged to the Owner if the service is disconnected for nonpayment of utility bills. This reconnection charge is agreed to by ownership in such property or occupancy of the premises.

9. No owner/occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls, windows or the roof of the townhome improvements except as may be expressly authorized by the Association.

10. The Common Areas are intended for use for the purpose of affording vehicular and pedestrian movements within the townhome areas and for providing access to the units; those portions thereof adopted therefore for recreational use by owners and occupants of units; and all thereof for the beautification of the townhomes and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove recited,

nor shall any part of the Common Area (Common Elements) be used for general storage purposes, nor anything done thereto in any manner which shall increase the rate for hazard and liability insurance.

11. No owners/occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in any unit or motor vehicle or on the property between the hours of 11:00 p.m. and the following 9:00 a.m., if same may tend to disturb or annoy other occupants of the buildings nor shall any owner/occupant permit to be made loud, disturbing or objectionable noises in such manner as may disturb or tend to disturb occupants of other units at any time.

12. No vehicle belonging to or under the control of a unit owner/occupant or member of the family or a guest or employee of unit owner/occupant shall be parked in such manner as to impede or prevent ready access to any entrance or exit from a building. (Vehicles shall be parked within designated and/or assigned parking areas). Violation of such by any of the above or other persons/vehicles shall subject the vehicle in violation to immediate towing without prior notice. Derelict or abandoned vehicles will be towed away after the expiration of seven (7) days on the property. Derelict/abandoned vehicles are defined as those having any of the following deficiencies:

1. expired license plate
2. expired inspection sticker
3. flat tires
4. otherwise in such a condition as to prevent its lawful driving on public roads.

The owner of the vehicle is required to pay all towing/storage fees. The Association and Board of Directors prohibits anyone from performing any work or repairs to vehicles other than personally owned vehicles. Oil changes may be done on the property provided the areas involved are cleaned when finished. Waste oil and debris from auto repairs are to be disposed of properly.

13. Subject to the limitations below, unit owners/occupants may not maintain more than a reasonable number but never more than two (2) pets per unit.

- a. Except when within its owner's/occupant's unit, all pets must be kept on a leash in the owner's/occupant's control when walked in the Common Elements.
- b. No pet may be chained, leashed or otherwise kept on any balcony. Absolutely no pets allowed in the pool area.
- c. Unit owners/occupants are responsible for any property damage, injury, odor, disturbances, etc. caused by their or their guests' pets.

- d. Unit owners/occupants shall not permit any animal to bark, howl, or make other loud noises for such a time as same tends to disturb neighbors' rest or peaceful enjoyment of their units or the Common Area.
  - e. Unit owners/occupants may not permit their pet to relieve itself anywhere within the Common Elements and in the event of a mistake, unit owners/occupants are responsible for the immediate removal of their animal's waste from said Common Element. The gas pipeline easement is the designated dogwalk.
14. Nothing shall be stored in or upon the Common Elements.
15. No noxious or unlawful activity shall be carried on in any unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners/occupants.
16. Except as expressly provided for in the Declaration, By-Laws or Rules and Regulations, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
17. No structure of a temporary character, trailer, antenna, tent, shack, garage, barn, or other outbuildings shall be permitted on the property at any time, temporarily or permanently, except with prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof. Additionally, no boats, trailers, mobile homes or large trucks over one ton are permitted on the property without prior written approval of the Board of Directors.
18. Motorcycles, motorbikes, motor scooters or similar vehicles shall not be operated within the property except on driveways and for the purpose of transportation from assigned or designated parking areas to public streets and from public streets to assigned or designated parking areas, nor shall these vehicles be operated on adjoining easements. It being intended that said vehicles shall not be operated within the property so as not to annoy or disturb persons or endanger persons or property.
19. Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more unit owners/occupants.
20. No owner shall allow more than two (2) permanent residents in a one bedroom unit, no more than four (4) permanent residents in a two bedroom unit, and no more than six (6) permanent residents in a three bedroom unit. A permanent resident for purposes of this rule is defined as an individual occupying the premises in excess of two weeks.

21. No unit owner may lease his unit or any interest therein except by complying with the following provisions:

- a. The owner shall furnish the Board of Directors with (1) his or current residence address, or address where he or she can be contacted, and (2) the name of his or her lessee. In addition, the lessor shall provide his lessee with a current copy of these Rules and Regulations and shall obtain a written acknowledgement from said lessee that the lessee is obligated to adhere to the provisions of these Rules and Regulations.
- b. No unit owner shall be permitted to lease his unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Board of Directors and the Association against his unit and until he shall have satisfied all unpaid liens against his unit, except permitted mortgages. Notwithstanding any lease, the unit owner shall remain primarily liable for future assessments and charges, despite any agreement between the unit owner and his lessee.
- c. The unit owner shall be liable to the Association for any damage to the common elements which may be caused by his lessee or lessees, and the Association shall have a lien against the leased unit to the extent of any such unpaid liabilities.
- d. The Association through the Board of Directors shall notify the owner and tenant of a leased unit of any default under or in violation of the terms of these Rules and Regulations or Townhome Declaration or By-Laws. The owner and/or tenant shall then have thirty (30) days within which to contact the Board or a member thereof and arrange for a satisfactory resolution of the dispute. In the event neither the owner nor the tenant make such contact, then the Board of Directors shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder. In the event the owner or lessee so contacts the Board or a member thereof, both parties shall negotiate in good faith to resolve the dispute.

22. The pool is for the enjoyment of the residents and their guests. Guidelines for its use have been established to insure all parties live within the same parameters. These include:

- a. Children under twelve (12) must be accompanied by a responsible adult over the age of 18. Adult must remain inside the fenced pool area.
- b. No persons having sores, wearing bandages or who are ill may swim in the pool.
- c. No running or horseplay.

- d. Food and drinks must be kept at least four feet (4') from the pool.
- e. The use of non-breakable containers is required (NO GLASS).
- f. Absolutely no pets allowed in the pool area.
- g. Unauthorized persons are prohibited from operating any of the pool equipment.
- h. Pool furniture is not to be thrown or placed in the pool.
- i. Persons not observing these rules must take and hereby assume full responsibility and liability for injury or damage resulting thereof.
- j. Only owners, their guests and lessees may use the pool. All users must keep the gates closed and locked at all times.

23. The Clubhouse/Pool area and its use by residents is subject to the following general guidelines:

- a. Deposit of \$50.00 cash refundable upon returning clubhouse/pool area to the same or better condition than it was prior to the function.
- b. Rental charge of \$25.00 cash which is not refundable.
- c. A maximum of 20 guests are allowed at any one function.

24. One-twelfth of the amount annually assessed against each unit (maintenance fees) shall be due and payable on the first day of each month during each year. If the sum estimated proves to be inadequate for any reason, including non-payment of any owner's assessment, the Board may, at any time, levy a further assessment which shall be assessed to the owners in accordance with the Declaration and By-Laws.

25. After suitable notification, the enforcement of these Rules and Regulations shall be by ASSESSMENT, at the discretion of the Board of Directors, up to \$100.00 per offense and/or reimbursement for any costs of resulting damages. Unit owners are responsible for any assessments for a violation even if the unit is under lease. If owner begins eviction process, violation assessment will be waived. VIOLATION ASSESSMENTS will be collected in the same manner as maintenance fees with the same collection procedures applying as outlined in Article VI, Section 8 of your Townhome Declaration.

The foregoing Rules and Regulations are subject to amendment and to a vote of the homeowners of the Directors of Leawood Colony Townhome Association, Inc. and are effective January 1, 1994.



OFFICE OF THE SECRETARY OF STATE

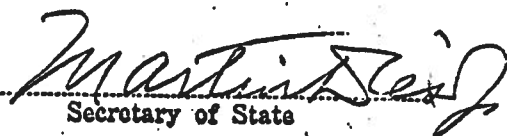
CERTIFICATE OF INCORPORATION  
OF

LEAWOOD COLONY HOMEOWNERS ASSOCIATION, INC.  
CHARTER NO. 259926.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated April 21, 1969.

  
Secretary of State

