

**RULES & REGULATIONS  
FOR THE PARK RESERVE CONDOMINIUMS**

**May 24, 2015**

**Grantor: The Park Reserve LLC**

**Grantee: The Park Reserve Condominiums Home Owners Association  
2933, 2940 2980 & 3015 Baltimore Ave, Kansas City MO 64108**

**THE PARK RESERVE CONDOMINIUM,  
A CONDOMINIUM**

These Rules and Regulations supersedes any and all other rules and regulations written for any portion of the Park Reserve Condominium. They shall become the governing document until changed by a Board of Directors in accordance with the Park Reserve Declaration. These rules & Regulations pertain to all Park Reserve, Buildings, Garages, Pools, Lawns, any Structure or Real Estate belonging to Park Reserve Condominiums

**Exhibit "D"**

Park Reserve Homeowners Association  
Residential Unit  
Rules and Regulations

Revised Rules and Regulations approved by Board of Directors as per the Park Reserve Declaration May 3, 2015.

**DEFINITIONS**

- ACT:** The Uniform Condominium Act of the State of Missouri.
- ASSOCIATION:** Park Reserve Condominium, Home Owners Association, a Missouri not-for-profit corporation.
- BOARD:** The parties determined pursuant to Article V of the Declaration who are vested with authority and responsibility of administering the property.
- BY-LAWS:** The provisions for the Administration of the property, including, but not limited to, assessment, maintenance, use, occupancy, sale and leasing.
- DECLARATION:** The instrument by which the property is submitted to the provisions of the Act, including any amendments.
- MANAGEMENT COMPANY:** A company contracted by the Developer (as defined in the Declaration) or the Board (as defined in the Declaration) to perform management services for the Park Reserve Condominium Homeowners Association.
- MANAGEMENT OFFICE:** The office located in the Common Elements (as defined in the Declaration) occupied by the Manager.
- MANAGER:** The person appointed to occupy the Management Office.
- UNIT:** A part of the Property, within the Buildings, designed and intended for any type of independent use and which may be a residential living use or a Parking Space.
- UNIT OWNER:** Person(s) whose interest(s) make up a fee simple ownership in a Unit.
- AMENITIES:** These are common areas such as Pool, hot tubs, gyms, putting greens, theatre, kitchens, and game-rooms. These common areas of the community are intended for the enjoyment of owners and residents and may not be rented out at any time.
- An owner may be accompanied by three friends in any amenity. The resident must be present at all times as the resident is liable for any actions

of visitors. In the case of leases the owner is totally responsible for the actions of the renter at all times.

1. Appliances. Maintenance, repair, or replacement of appliances within individual Units is the responsibility of the Unit Owner. However, to the extent permissible by law and by the Declaration, the Association will intervene and mandate repairs in instances of actual or potential damage to the common elements or to other Units or of unsafe or unlawful conditions. Unit Owners are held responsible for costs of said maintenance, repairs or replacements.

2. Appropriate Attire. Attire appropriate for public wear (including shirts and footwear) is to be worn in all common areas at all times.

3. Assessments, Garage and Service Billing. All monthly assessments, special assessments or any other lawful fees including, without limitation, any maintenance charges, service fees, and fines are due and payable on or before the first (1st) day of each month and considered late on the second (11th) day of the month.

As a convenience to Unit Owners, the Management Company may provide for direct debit of monthly invoices at no additional charge to Unit Owners or to the Association as a whole. This service allows for electronic payment of all monies due by debiting the Unit Owner's designated account on the 6th of each month. Unit Owners should contact the Management Company for specific details and to arrange direct debit payment.

The Management Company is permitted to accept payments on site. Checks must be payable to Park Reserve Home Owners Association and mailed in the envelope. Payments may also be debited directly from Residents' accounts.

A \$5.00 fine per day with a maximum of \$100.00 will be levied by the Association against the Unit Owner if payment is not actually posted as of the 10th of each month at the remittance address designated by the Management Company. The Association charges Unit Owners and Residents whose checks are returned and payment is stopped NSF an additional \$50.00 fine plus prevailing bank service charges. (The amount of fees and charges are subject to changes as may be adopted by the Association.)

The Declaration also provides that the Association may impose a penalty of up to 18% on outstanding assessments more than 30 days delinquent. If full payment is not received by the last day of the month the penalty will be applied without further notice. The Manager or the Board is directed to file a mechanics lien on any unit that is 60 days delinquent. Unit Owners in default are responsible for reimbursing the Association for all attorney's fees and costs incurred by the Association collecting past due assessments or other charges.

Unit Owners are responsible for paying monthly assessments in accordance with the above referenced deadlines regardless of whether a statement is received or not. Unit Owners should keep records of their account number and the remittance address. The Manager should be contacted if Unit Owners have any questions about their monthly statements.

Unit Owners are responsible for any and all service charges created by their lessees. Service charges, damage charges, fines or other expenses resulting from a lessee's activities will

be charged to the Unit Owner's account, it is the owner's responsibility to collect from the lessee.

Any and all payments that are posted to a Unit Owner's account will be applied to the payment of prior outstanding charges in the following priority BEFORE being applied to any current charges: (a) collection charges including attorney's fees and court costs, (b) late fees and/or interest, (c) fines, (d) maintenance charges, (e) special assessments, and (f) prior monthly assessments.

4. Bikes. Bicycles and tricycles are not allowed in the front lobby or through the front entrance. Bicycles and tricycles shall be walked, not ridden, on the premises, in or out of the garage doors/service doors. Bicycles and tricycles shall be stored only in designated storage areas and shall not be transported through the building via elevators. Bicycles and tricycles shall not be stored on balconies, patios or decks. Bicycles should not be left unattended in any part of the common areas or locked on the exterior grounds. Unit Owners and Residents are responsible for any damage caused by their or their guests' bicycles or tricycles.

Registration of all bicycles is required; the Management Office should be contacted for bicycle registration. It is the responsibility of each resident to secure his or her bicycle to prevent theft or unauthorized use. The Association, Board, Management Company, and their employees disclaim all responsibility and liability for theft of or damage to bicycles.

Unregistered bicycles and bicycles not displaying a registration decal will be removed and disposed of with no liability to the Association, Board, Management Company or their employees.

5. Bulletin Boards. Association and resident notices may be posted on the bulletin board adjacent to the mail boxes or where Board of Directors designate.

Notices should be no larger than 8 ½" x 11". All notices must bear a posting date and will be removed by the manager after two weeks. Oversized notices and notices that are no longer timely or appropriate will be removed at the discretion of the Manager.

6. Cable/TV. The association currently has an agreement with responsible cable service to provide cable service to those residents desiring to subscribe. Residents should contact the manager directly to arrange for TV hook-up.

7. Carts. The Building provides a limited number of small carts as a convenience for Residents. In consideration of other Residents, carts are to be returned to the service area within 30 minutes from the time the carts were taken. Use of the carts is restricted to the Building. Carts must be returned and not left in any other part of the Building, including the elevator.

8. Changes in Operation. Amounts due or hours of operation, where stipulated in this handbook, for certain services or amenities, are subject to change from time to time based upon the current Board policy.

9. Children. Children are not permitted to play or loiter in the stairwells, hallways, vestibules, elevator, lobby, garage, exercise room, or any other common area of the Building. Adult supervision is required to ensure that children do not impede others

from entering or exiting the Building or create a danger to themselves or others. Children unable to operate the emergency controls in the elevator should not use the elevator unless accompanied by an adult. Children are not to be left under the supervision of Association personnel in the lobby or any other common area.

Children under 16 years of age who are present in the exercise room must be accompanied by an adult who supervises their behavior. Children under 16 years of age are not permitted to use any equipment in the exercise room.

10. Complaints and Grievances. Lessees (renters) of Unit Owners are to direct all complaints to the attention of their Unit owner and not the Management company or the Board.

Any resident or building employee observing an infraction of these rules, violations of the declaration or conduct detrimental to the Building, should report such action to the Management Company or association. Association staff may be dispatched accordingly.

Complaints or grievances by a Unit Owner against another Unit Owner or Lessee of a Unit, maintenance or other employees, or regarding the general condition of the Buildings or grounds should be brought to the attention of the Manager.

For specific rules and procedures, see Appendix A, "Rules and Procedures Governing Enforcement of Declaration, By-laws and Rules."

11. Construction. Unit Owners refer to Section 4.02 of the Declaration prior to undertaking any construction activity. Unit Owners must follow the approval procedures outlined in the Declaration prior to beginning any renovation.

Without prior written approval of the Board, no Resident may: (i) make any additions, alterations or improvements to the common elements (including television cable and phone lines) or to the limited common elements of the Building (ii) install or replace flooring within the Unit, or (iii) install appliances or make any alterations to his/her Unit, which impose increased usage of the water, sewer or other operating systems.

Any Unit Owner who makes any improvements, alterations or additions to his/her Unit or to the limited common elements reserved for use by his/her Unit shall be responsible for any damage to other Units, the common elements, and the limited common elements as a result of such improvements, alterations or additions.

Hours for resident construction, remodeling or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 7:00 am and 5:30 pm, for reasonable duration, and in a manner that will not unreasonably disturb the Residents.

12. Deliveries The mailroom for packages is located in the basement for deliveries that are too large to fit into the mailbox and need written instructions for package acceptance. Packages over 3'x3'x3' are considered deliveries and must be sent directly to the Unit. A Resident or their representatives must be home to receive a delivery. The Association, Board, Management Company, and their employees disclaim all responsibility and liability for the condition packages, or their contents, left in the lobby.

13. Deliveries/Service Persons Access. Any item larger than 3'x3'x3', all furniture and any home decorating or improvement supplies, etc., shall be by appointment only. Residents must notify the Management Company if the delivery they are expecting will require extended use of the elevator. Extended use of the elevator can be defined as more than two trips up and down. Under no circumstances will staff accompany persons to a Resident's Unit or sign for a delivery to the Unit. Residents must be at home, or make arrangements to have someone else accept delivery of large items and furniture, or otherwise ensure the delivery can be completed without accompaniment.

Under no circumstances will staff accept responsibility for allowing access to a Unit or distribute keys for a Unit to an outside service provider (domestic service included). Residents should make arrangements to provide any service personnel with a key if they want them to enter the Unit.

Any damages to the Building cause by the moving or carrying of articles belonging to any Resident or their guest(s) shall be paid for by the Resident.

14. Developer. Developer and/or its successors, employees, agents and subcontractors are allowed full and complete access to all portions of the Buildings at all times prior to the initial sale of the last Unit in the development. As set for in the Declaration, a blanket easement in favor of the Developer subjects all Common Elements to use by the Developer and its respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns for the purpose of (i) access and ingress to and egress from the Common Elements, (ii) construction, installation, repair, replacement and restoration of utilities, Building(s), landscaping and any other improvements on the Condominium property, and (iii) the installation and maintenance of signs advertising the Units on the property and signs directing potential purchasers to the sales office and models erected in connection with such residences.

15. Intentionally omitted.

16. Electricity. Maintenance, repair or replacement of light bulbs and the circuit breaker box located within the Unit is the responsibility of the Unit Resident, Residents, at their sole expense, may contract with a licensed electrician to repair or replace the Unit electrical box, providing the electrician submits an appropriate insurance certificate to the Management Office and the Resident abides by the rules set forth in Appendix B hereto.

17. Elevators. By ordinance, smoking or the carrying of lighted smoking materials is not permitted in the elevators.

Young children unable to operate the emergency buttons are not permitted to ride elevators unescorted. Residents should not allow children to play in the elevators.

Residents must transport pets in cages or must carry or walk them short-leashed and, whenever possible, wait for a passenger elevator with few or no passengers when escorting a pet in the elevators. Appendix C, "Pet Policy" further details pet issues.

Signs, posters, ads and notices must not be posted on or in the elevators. Vandalism or other damage to the elevators is an offense chargeable to the responsible party.

No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators, unless granted permission by the management company. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the property. In some instances, moving personnel and Building residents may need to share an elevator. General consideration and courtesy is requested when accommodating this circumstance. In case of fire, Residents must use the stairways, not the elevator.

18. Elevator/Moving Reservations. When needing to move in, out or within the Building, or when receiving delivery of large items (anything larger than 3'x3'x3'), Residents must register for use of the elevator in advance by contacting the Management Company during regular business hours. Any Resident that has not made an appointment to use the elevator will be turned away by the Building staff or prevented from using the elevator for such purpose. Residents must also register for use of the elevator if extended use of the elevator is required to load or unload deliveries. Extended use of the elevator can be defined as more than two trips up and down. The Resident must be home for all moving personnel and deliveries.

Residents will need to make arrangements to use stairwells if they have an item too large or too heavy to fit safely within the elevator.

19. Enforcement of Declaration, By-laws, Rules and Regulations. All Residents and Unit owners are governed by the Declaration, By-laws and Rules and Regulations (including the Rules set forth herein or otherwise adopted by the Board).

20. Financial Statements/Budgets. The association employs a certified public accounting firm to prepare annual financial statements. Unit Owners should retain these audit reports. Unit Owners intending to sell their units may need to provide copies to prospective buyers. Additional copies can be obtained from the management office for a nominal fee.

The Board is required to prepare and distribute to all Unit Owners the proposed operating and reserve budgets for the upcoming fiscal year. In accordance with the prevailing law, Unit owners are provided an opportunity to review the proposed budget before its adoption by the Board. The assessment amount for each Unit is determined by multiplying the annual total assessment for the Association by the percentage of ownership interest in the common elements applicable to the Unit.

21. Guests. In order to be permitted access to the Building or to any Unit, a non-resident must be properly authorized by the Management Company, accompanied by a Resident or Unit Owner, or authorized by the Resident or Unit Owner via telephone. All guests and invitees of Residents or Unit Owners are responsible for complying with all Rules of the Association while on the property. Residents are responsible for the actions and behavior of their guests and invitees.

22. Hallways/Lobbies/Unit Doors/Unit Windows/Stairwells and Public Areas.

- (a) Intentionally omitted.
- (b) No entrances, vestibules, elevator, stairwells, corridors, areas outside of storage lockers in designated Storage Areas when available, or any other common area may be obstructed or used in any way except as designated for use in common.

- (c) Kansas City Fire Department regulations prohibit placement of boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture, doormats or any other items in the common areas. Such items will be subject to removal and disposal without notice or recourse.
- (d) Smoking is not permitted in the lobbies, parking areas, elevators, or in any common hall, stairwell, vestibule or storage area.
- (e) Eating and drinking are not permitted in the lobbies, parking areas, and elevators or in any common hall, stairwell, vestibule or storage area.
- (f) Loitering is prohibited in any of the common areas, inside or outside the Building.
- (g) Residents are urged to maintain building security by keeping unit doors locked. All unit doors must be kept closed when not in use, for the following reasons: (a) to prevent spread of fire, as required by Kansas City Building code; (b) to minimize the spread of cooking odors and noise to other units; (c) to maintain energy efficiency in the common element hallways. Unit door closers may not be removed or otherwise disengaged.
- (h) No Resident shall paint, decorate, adorn or place signs upon the outside of the Unit, including doors to the Unit. Mezuzahs may be attached to doorframes. Exteriors of Unit doors shall not be altered except for repair or installation of a lock or peephole. Installation of flooring shall not extrude on the Unit door threshold or otherwise cause a non-uniform corridor appearance.
- (i) Fire Code requires that stairwell doors must not be propped open or the locking mechanism tampered with in any way.
- (j) Residents are prohibited from posting notices, signs, advertisements, signals, or illuminations in any common or limited common area of the Building, except on the bulletin boards designated for Residents in accordance with the provisions of Paragraph 5 of these rules and regulations.
- (k) Canvassing or distributing of material to individual Units is prohibited except for official business of the Association, management and Developer.
- (l) Door-to-door solicitation is prohibited.
- (m) Any activity that would generate substantial traffic or inconvenience to any other Resident in any common area shall be prohibited unless prior Board approval has been obtained.
- (n) Exterior glass wall coverings must be approved by the Architectural Control Committee, and shall be of uniform size, color and type, and, except upon express written consent of the Architectural Control Committee, shall have only white or neutral colors visible from the exterior of the Building.

23. Heating and Air Conditioning Systems. The Units have individually controlled furnaces that can be found in the mechanical room of each unit. The air conditioning condensers for each Unit can be found on the roof of each individual



condominium. The Association does not provide the heat and air conditioning to the Units. Each Resident must pay the appropriate utility company for use of heating and cooling energy as well as maintain a regular service schedule for their individual Unit mechanical systems. Each homeowner will be billed for their usage of each homeowner's gas and electric consumption.

24. Housekeeping. Nothing shall be swept, shaken or thrown out of the windows, doors or balconies, on or into the halls, stairwells, elevator or into the common areas, in any manner.

Nothing shall be placed on or permitted in the windows or doors, which might fall or be blown from the Buildings or which might detract from the appearance of the Building.

Nothing shall overhang any Unit balcony, including flower boxes and decorative adornments unless (a) permitted by municipal ordinance and (b) approved in writing by the Board.

No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside their unit, or which may be visible from the outside of their unit (other than blinds of the type, size and colors specified by these Rules and Regulations).

Units are to be maintained in such a manner that noxious odors, smoke, pests, or other offenses do not affect neighboring Units. Spills and other mishaps in the common area, including the elevator, should be reported immediately.

Chemical drain openers should not be used to unplug clogged drains. In the event of clogging or flooding, Residents should shut off valves, if necessary, to stop the flow of water and should promptly contact a plumber.

The Fire Department recommends the use of artificial Christmas trees in all multi-Unit Buildings. If residents should have a live Christmas tree, appropriate caution should be exercised and the Management Company should be contacted for the tree's disposal. All live Christmas trees must be transported through the building for disposal in plastic bag.

25. Insurance. Unit Owners are responsible for their own insurance to cover all interior contents, including, but not limited to, personal possessions, appliances and fixtures. Unit Owners are also responsible for insuring the Unit's wall covering (Paper, paint, etc.), carpeting and flooring. Residents should consult their own insurance agent for the proper condominium coverage. If a Unit Owner wishes to coordinate his/her homeowner's insurance policy with the policy covering the Association, the Management Company should be contacted for information about the Association's insurance broker.

Nothing shall be done or kept in any Unit or in any common area that will increase the rate of insurance, or result in the cancellation of insurance, on the Building or its contents.

26. Locks, Keys, Lockouts. Residents should never leave their Unit door open or unlocked. Residents are urged to double lock their Unit doors.

The management company may keep a master key to all original locks for emergency entrance to the Unit. Lockout is not considered an emergency. If a resident has changed the lock or other extenuating circumstances require a forced entry during an emergency, the Unit Owner-

not the association or the management – will bear the expenses of lock replacement and any damage incurred.

There is no lockout system in place to service the Building. If you are locked out of your Unit, you will need to call a local locksmith. Replacement keys for common areas may be obtained through the Management Company for a small fee.

Unit Owners installing private alarm systems for their units must notify the Manager prior to installation. Flush-mounted alarm function indicators and keypads are permitted, but security cameras that project into the corridor or outside the unit are prohibited. Residents must register the alarm monitoring company's name and phone number with the Management Company to allow entry in case of an emergency. Individual security systems that are disruptive to other Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruptions.

Under no circumstances will the management company accept responsibility for allowing access to a Unit or distribute keys for a Unit to an outside service provider (domestic service, included). Residents should make arrangements to provide any service personnel with a key if they want them to enter the Unit.

27. Mailboxes. Incoming mailboxes are located outside the exterior door on the first floor. Mailboxes for each Unit are identified by Unit number. Unit Owners will be issued mailbox keys at closing. Lessees may obtain mailbox keys from their Unit Owner. There are no replacement keys available for mailboxes. If a Resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. That Resident will incur all costs associated with such replacement and will need to contact the Post Office directly for said replacement.

During such time as the mail is being distributed, access to the mailboxes may be restricted to federal employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses should be reported to the U.S. Postal Service.

The Postal Service considers the Unit number as part of the person's address. To ensure proper delivery of mail, Residents should make sure that the Unit number is included on all mail.

28. Maintenance Staff. Residents shall maintain their Units in good condition, order and repair at their own expense. The Building's maintenance staff is responsible for common areas only; they do not service the individual Units.

Employees are prohibited from performing personal favors during work hours and from handling any tasks during off-duty hours that are ordinarily provided by the Association. Neither the Association, Board nor Management Company assumes any liability resulting from the independent contract with any employee during his/her off-duty hours.

Any suggestions or comments concerning the attitude or work of any employee should be made directly to the Manger. All complaints concerning the conduct of employees should be directed to the Manager. The Manager may request that the Resident detail any complaint in writing.

29. Noise and Conduct. No loud or offensive noise, activity (including but not limited to those made by pets), noxious odors, annoyances, nuisances or disturbances will

be conducted in any Unit or in the common areas. Residents shall not do or permit any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any Resident of the Building.

Pets shall not create a nuisance to other Residents by any behavior including but not limited to, continuous and repeated barking, whining crying or other disturbance.

Residents must use their best efforts to not allow the sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms or any other sources to be transmitted to other units such that the sounds unreasonably disturb or annoy any Resident of the Building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must be used so as not to disturb Residents between the hours of 10:00 pm and 8:00 am.

Resident construction is only permitted Monday through Friday between the hours of 7:00 am and 5:30 pm and in a manner that will not unreasonably disturb other Residents and can be changed by the Board of Directors. Noise from construction or repair activities, etc. must not be of unreasonable nature or for an unreasonable duration. All Residents are required to comply with requests by Building personnel to cease disturbing any complaining Resident(s).

In the case of such disturbances, Manager will notify the Resident of the complaint. A subsequent complaint will be documented in writing by the property manager to the Resident. A Resident will be given any opportunity to correct the problem. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus a violation of this rule and subject to enforcement procedures contained in the Declaration, provided by law and as outlined in Appendix A.

30. Intentionally omitted.

31. Parking. Use of the residential parking facilities is for Residents only unless otherwise noted. No guests of Residents or service personnel hired by Residents may park in the residential parking lot.

Expressly, the Association, Board, Management Company and their employees shall not be responsible for any damages to, or theft of, automobiles or motorcycles or anything left therein, nor shall they be liable for any injuries, accidents or losses resulting out of use of the parking facilities. All such liability, if any, is hereby released by the vehicle owners. Any damages to, or theft of automobiles or motorcycles or anything left therein should immediately be reported to the Building Management Office.

#### Use of the Parking Facilities

- (a) Unit Owners may not sublease or sublicense their assigned parking space(s) to any party other than a Resident and such parking sublease(s) or sublicense(s) shall be for a term of not less than one (1) month. A copy of such sublease or sublicense must be submitted to the Board prior to the lease inception date along with an administrative fee of \$50, and such sublease or sublicense will not become effective unless approved by the title owner of the parking space to be subleased or sublicensed.

- (b) All Unit Owners of parking space(s) who lease said spaces(s) must sign leases stating that the Sublease is not permitted to further assign, reassign, or sublet his/her parking privilege or otherwise allow others to park in his/her stead.
- (c) The vehicle intended to be parking in a parking space must be registered with the Management Company. The Management Company will issue a decal, which must be affixed to the inside lower left hand corner of the front windshield of the vehicle. If a permitted parker will be driving a different vehicle into the parking facilities (e.g., a rented or “loaner” vehicle), it is the responsibility of the parker to notify the Management Company of the duration of that temporary authorization for said vehicle.
- (d) Any other parker whose vehicle does not display the proper decal is subject to having the vehicle towed at his/her sole expense.
- (e) Resident parkers are required to sign a form acknowledging receipt of a gate opener, the cost of the opener will be billed to the owner. In the event of loss, replacement opener/keycards may be obtained upon payment of a non-refundable fee.
- (f) The opener/keycard is for use by all Resident parkers to open the vehicular entry gate.
- (g) Drivers should allow the mechanical gate to fully close between vehicle entries or exits. Following another vehicle into or out of the garage without allowing the mechanical gate to fully close and reopen is not permitted.
- (h) Garage entrances, including mechanical gates as well as pedestrian doors, must be kept closed while not in use.
- (i) The mechanical gate operates 24-hours daily. If a Resident has a problem with the doors or with the opener, the Management Company should be informed immediately.
- (j) Caution must be exercised when exiting or entering the parking facilities. The maximum speed allowed in the parking areas is 5 miles per hour.
- (k) Under no circumstances shall vehicles be washed in the parking area. Any repair of vehicles, except changing of flat tires, is expressly prohibited in the parking area.
- (l) No materials of any type may be stored outside any vehicle in the garage or suspended from beams or the ceiling except approved bike racks. The Building shall remove and dispose of any materials outside of any vehicle and the Owner of such vehicle will be charged for the removal expense.
- (m) Smoking is prohibited in the parking areas.

32. Pest Control. Monthly pest control services for the common areas are included in the maintenance assessments. Residents shall report the presence of bugs or other pests to the management company immediately. In order to prevent infestation of

Units or of the common elements, it may become necessary to admit the exterminator into a Resident's Unit in his/her stead, the Board has the right under the Declaration to gain access to the Unit.

To minimize the chances of infestation, Residents should observe:

- (a) Not store paper bags or empty boxes in Units or storage lockers.
- (b) Trash and garbage should be promptly and properly disposed of in the trash closet on each floor, (see "Trash Disposal" at Paragraph 38), or in the Trash Receptacle in basement or dumpsters on the property.

33. Pets. Residents must register all pets with the Management Company. No more than two pets, 2 cats or 2 dogs or 1 cat and 1 dog are allowed per unit and no pet over forty pounds, or one pet only not to exceed 60 pounds. Each owner of a pet assumes full responsibility for personal injuries or property damage caused by such pet, and each such Unit Owner agrees to defend, indemnify and hold the Association, its Board of Directors, Management Company and their employees harmless against any loss, claim or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at PARK RESERVE CONDOMINIUMS,

34. Guests of Residents are not permitted to bring pets into the Building. Pet sitting for outside pets is not permitted.

In addition, the following rules apply to pets in the Building and shall be strictly enforced:

- (a) Intentionally omitted.
- (b) Under no circumstance may the front entrances be used to walk pets. Pets are not allowed in the lobbies.
- (c) A pet must be caged or on a leash at all times when in common interior areas of the Building (including hallways) as well as on exterior property, sidewalks, etc. Pets are not allowed to roam freely or play in the hallways or any other interior common area.
- (d) Pets shall not create a nuisance to other residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.
- (e) Pets must be brought away from the exiting door before the pet is permitted to stop and relieve itself. Residents should not allow landscape areas adjacent to the Buildings or the Building structures themselves to be used for elimination.
- (f) Residents are required to pick up litter deposited by their pets on Association grounds as well as requested to remove same from the surrounding neighborhood.
- (g) Kitty litter must be placed in a tightly sealed bag before being deposited of. Kitty litter must NOT be flushed down the toilet. Litter boxes must be maintained in an odor-free condition.

- (h) Non-compliance with any of the above will be subject to action taken against the pet owner and/or the Unit Owner (if the pet owner is a tenant) by the Board (See Appendix C).

34. Sale or Lease of a Unit. Unit Owners may sell their Unit without obtaining permission from the board of directors provided that it is done in compliance with the Declaration and the following rules:

- (a) Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the board within five (5) days following consummation of such transfer.
- (b) Both the seller and the buyer must complete all forms customarily and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale prior to the time that a paid assessment letter from The Association required for closing can be issued. The purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. NO Owner or Resident or Lessee may move into any Unit until such time as the Management Office has been supplied the appropriate documents, the damage deposits have been paid, and the elevator has been reserved for use,
- (c) Each Unit Owner shall supply to the Management Office a photocopy of the deed or title to the Unit.
- (d) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full to the end of the month in which closing is to take place. A certified check or money order covering all monies due the Association and two days notice are required for a paid assessment letter to be issued. Upon request of the Unit Owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents will be made available to the requesting party. The Association may assess a reasonable fee for the actual cost of copying shall be charged to the Unit Owner for photocopying of such documentation.
- (e) In the event a Unit Owner fails to cooperate with the Board in providing the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be charges to the account of the Unit Owner.

- (f) The Board may own, convey, encumber, lease and sell any Units that are purchased by the Board or obtained through foreclosure or similar proceedings. Pursuant to the Declaration, leases are permissible without obtaining permission from the Board provided that a Unit Owner complies with the Declaration and the following Rules:
- (g) Each Unit Owner shall provide his/her lessee(s) a copy of the Declaration and of these Rules.
- (h) Each lease of any one or more Units shall be in writing and for a minimum term of one year. A copy of every such lease shall be delivered by the Unit Owner to the Management Company within 10 (days) after the lease is signed and prior to occupancy by the tenant. NO lessees may move into any Unit until such time as the Management Company has been supplied a copy of the lease, a copy of the background check, the damage deposit has been paid, an orientation is given to the new renter(s) by the Management CO. which includes the renter information and the elevator has been reserved for use.
- (i) Non compliant investors will have 10 days to give this information to the management company. In the event there is no response by the investor, by day 11 the key cards will be shut off and there will be a \$500 imposed on the owner of the unit. Once implemented, the protocol will be communicated by certified mail to the owner and the renter.
- (j) Each lease shall contain a clause that states that the lessee(S) acknowledge(s) receipt of a copy of the Declaration and Rules of The Association and the lessee agrees and subject to all of the obligations under the Declaration and the Rules, as is the Unit Owner making such leases. Regardless of whether such a provision is contained in the lease, however the lessee shall be so bound. No lease may be entered into by a prior lessee of this Building who has been either previously evicted or subject to eviction proceedings.
- (k) In making any lease, the Unit Owner is not relieved of any obligations under the Declaration or Rules.
- (l) No portion of a Unit that is less than an entire Unit may be leased.

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- (k) Each lease shall contain a clause that states that the lessee(s) acknowledge(s) receipt of a copy of the Declaration and Rules of the Association and that the lessee agrees and subject to all of the obligations under the Declaration and the Rules, as is the Unit Owner making such lease. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. No lease may be entered into by a prior lessee of this Building who has been either previously evicted or subject to eviction proceedings.
- (l) In making any lease, the Unit Owner is not relieved of any obligations under the Declaration or Rules.
- (m) No portion of a Unit that is less than an entire Unit may be leased.
- (n) Owners transfer their right to use amenities to the renter/occupant when an approved lease is in force. Owners may not use amenities unless they are accompanied by a resident of the Condominium after leasing their respective unit.

35. Security- Residential security is an ongoing responsibility of all Residents. No security measures can function effectively without the full cooperation of each Resident. In order for the Board to make intelligent decisions relative to additional equipment or personnel required to ensure a secure environment, it is essential that any incident or crime in the Buildings or garage be immediately reported in detail to the Management Company. Residents should not allow unauthorized non-Residents access to the common areas. Any unauthorized non-Resident attempting to gain access into the Building should be reported immediately to the management staff.

Residents should always double lock their Unit door. If Residents notice that any common area doors do not close or lock properly, such conditions should be reported promptly to the doorman or the Management Company.

36. Statement of Account. The Association will provide any Unit Owner, upon ten (10) days advance notice, a statement of the Unit Owner's account from the date of the last zero balance, including the amount of any unpaid assessments or other charges owing from the Unit Owner or lessee, if applicable. The Association may charge a reasonable fee for this service.



37. Storage Rooms and Locker Assignments. Each residential Unit has a storage locker assigned to the Unit. These common area lockers are located in the basement areas of the Building. Residents should check with the Sales Agent for the specific location of the locker assigned to their Unit.

The following are rules for use of the lockers and storage rooms:

- a. Access to the storage rooms is restricted to Residents. All storage locker assignments must be made through the Management Office. There is only one locker assigned to each Unit and no reassignments will be allowed
  - b. Unregistered use of a storage locker will result in the removal and disposal of the contents of the unregistered locker. The Association, Board, Management Company and their employees assume no responsibility for items stored in any locker.
  - c. No hazardous, perishable or flammable objects to be stored in the lockers. Any article deemed hazardous in the storage locker shall be removed immediately upon the request of the Management Company. The Association is not responsible for any items in the storage locker rooms or in the lockers.
  - d. Articles found outside the storage lockers pose safety hazards and will be discarded without notice and without recourse.
38. Trash Disposal. A trash Shute is located on each floor. The Management Company can help any Resident find the trash rooms if he/she has difficulty locating them. The courtesy and cooperation of the Residents is required to ensure that the trash shutes are maintained in a clean and odor-free condition. No loose garbage shall be thrown into the rooms. All garbage should be bagged and tied. All food items will be bagged, tied or sealed and disposed of promptly. Broomsticks, large cartons, heavy or bulky objects, construction materials, coat hangers and any items that do not fit in the trash room should be brought down the dumpsters located on the first floor. Residents shall not leave any bags, garbage or other refuse on the floor or in the hallways, where it can attract pests. Any explosive, flammable, or lighted items (e.g. matches, lit cigarettes, aerosol cans) require special handling or should not be put into the trash receptacle. If flammable or explosive material require disposal, the Unit Owner must take the necessary steps to comply with all laws for the disposal of any flammable, explosive, toxic or environmentally unsafe materials.

Under no circumstances may a Resident leave garbage outside of their Unit for any length of time. The fine for improperly disposing of garbage is \$100 per incident.

Any furniture, refuse or other items left in the hallways or stairwells will necessitate a charge from the Association's scavenger service for removal of bulk items (such as discarded carpet, appliances, cabinets, etc.) and billed to the Unit Owner. The Resident is responsible for calling the management company to arrange for an extra pick up.

39. Use and occupancy restrictions. The use of any Unit (or combination of Units) for any non-residential purpose, including retail or commercial purposes (such as providing physical or mental therapy, retail sales or manufacturing of products) is prohibited by the Declaration and by these rules. The restrictions contained herein shall not, however, be

construed in such a manner as to prohibit a resident from: (1) maintaining a personal professional library therein; (2) keeping personal business or professional records or accounts therein; (3) handling personal business or professional telephone calls or correspondence there from; (4) maintaining a computer or other office equipment within the Unit; or (5) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal Resident use and are not in violation of the Declaration or these Rules.

Nothing is to be done in any Unit, or in, on or to the common elements that will impair the structural integrity of the Building or which would structurally change the Building except as specifically allowed by the Declaration. Use of a Unit is restricted to activities that do not violate any applicable laws, statues, codes, regulations or ordinances governing the property from time to time (including, without limitation, the relevant provisions of the Kansas City zoning ordinances and the Missouri Condominium Property Act).

Nothing is to be done or kept in any Unit, or in on or to the common elements that will increase the rate of insurance for the Association without prior Board approval. Cost of any such additional insurance is to be the responsibility of the Unit Owner. Nothing is to be done or kept in any Unit or in, or to the common elements that may result in the cancellation of the Association's insurance.

No Resident may overload the electrical wiring or plumbing in the Building, or operate machines, appliances, accessories or equipment in such a manner as to cause an unreasonable disturbance to others. No resident may connect any machines, appliances, accessories or equipment to the heating or plumbing systems.

Any activity that would generate substantial traffic or inconveniences to any other Resident in any common areas is expressly prohibited unless prior Board approval has been given.

40. Water Beds and Water Furniture. No water-filled beds or other water-filled furniture which has the potential for extensive damage to Residents' Units and other Units from leaks, breakage and/or weight overloads.

**APPENDIX A**  
**RULES AND PROCEDURES GOVERNING ENFORCEMENT OF DECLARATION,**  
**BY-LAWS AND RULES**

A. Overview. All Residents are required to abide by the Condominium Instruments (all documents and authorized amendments including, but not limited to, the Declaration, By-Laws, Plat and Rules collectively the “Condominium Instruments”). Set forth below are the rules and procedures designed to address violations thereof. Notwithstanding provisions in the Condominium Instruments specifying remedial rights available to the Board in the event of violations, the Board, where possible, hopes that intervention by management can bring about correction of violations and resolution of disputes. Where management’s involvement is not appropriate or is unsuccessful, the Board or a duly appointed committee may become involved and any and all rights and remedies provided in the Instruments may be implemented.

B. Intervention by Management.

(1) Any Resident having knowledge or information concerning the violation of the Declaration, By-Laws or any rule promulgated by the Association regarding these Rules, may inform the Manager, and request that he or she take action. The Manger may, at this or her discretion, send a letter to the alleged violator informing him or her of the alleged violation, referring to the applicable portion of the Declaration, By-Laws and and/rules, or any such authority, and informing the alleged violator that any such violations could result in assessment of charges, fines, legal fees and other legal actions.

(2) If, after sending the letter described in paragraph one above, the property manager is informed that the alleged violator has continued the same or substantially similar violation, the Manager may, at his or her discretion, request a conference with the alleged violator to discuss the alleged violation, and may also request that the complaining party attend the conference, so that the Manager can attempt to mediate the dispute.

(3) If (a) the Manager declines or fails to send the letter described in paragraph one above; or (b) the Manager declines or fails to hold a conference as set forth in paragraph two above or (c) the alleged violator commits the same or a substantially similar violation after the Manager holds or unsuccessfully attempts to hold a conference as set forth in paragraph two above, then the Unit Owner on his/her behalf may institute the Proceedings by the Board as set forth in Section C below. Further, the Board or property manager, at their discretion, may at any stage of the proceeding or at any other time determine that the alleged violation should be addressed in proceedings by the Board, in the manner described below, rather than or in addition to intervention by management.

C. Proceedings by the Board. If the circumstances described in Paragraph B(3) above occur, alleged violations may be addressed in proceedings by the Board. The following provisions govern such proceedings:

(1) Written Complaint. The complaining Unit Owner shall file a written complaint, containing the following information:

- (a) The name, Unit number or address and phone number of the complainant;
- (b) The name and Unit number or address of the Unit Owner or Resident who has committed the alleged violation;
- (c) The specific details or description of the violation, including the date, time, location, etc., of the alleged violation;
- (d) A description of the complainant's requests to the Manager to address the alleged violation, and a description of the Manager's response;
- (e) The signature of the complainant; and
- (f) The date on which the complaint is made.

(2) Procedures Upon Filing of a Written Complaint. A written complaint under the preceding section shall be filed with the Board through the Manager. Thereafter the Board or Manager shall notify the alleged violator in writing that such a complaint has been made, and shall upon request provide a copy of the complaint to the alleged violator.

If the alleged violation is such that serious, immediate or irreparable consequences may occur due to delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred, including but not limited to attorney's fees, will be charged to the Unit Owner or Resident.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provision of the Declaration, By-Laws, Rules and other regulations of the Association, as well as the Act.

(3) Protest and Hearing. If any Unit Owner or Resident who is charged with a violation either believes that he or she has not committed such violation, or that he or she has been wrongfully accused, he or she may proceed as follows:

Within ten (10) business days after having been notified in writing that he or she has been accused of a violation, the Unit Owner or Resident may submit to the Manager a written request for a hearing concerning the violation. The Manager will forward the request to the Board and will hold the hearing within thirty (30) business days after having been notified in writing of the violation.

Enforcement. If any violation of these rules and regulations is found to have occurred, then the Association shall have the authority to enforce the rules and regulations in accordance with the terms of Section 4.03 of the Declaration.

## **APPENDIX B**

### **UNIT OWNER AND RESIDENT CONSTRUCTION GUIDELINES AND SPECIFICATIONS**

The following rules and regulations have been established in the best interests of the Unit Owners and Residents of Park Reserve Condominium Association. Your cooperation in helping to enforce these guidelines will be required.

Unit Owners shall submit a written description and detailed plans and specs of the proposed work and shall be responsible for reviewing with the Architectural Control Committee formed pursuant to Article 11 of the Declaration all additions, improvements or alterations to their Unit. The Unit Owner shall also submit the Contractor's proposal and all contract documents to the Architectural Control Committee before work is begun. If it is determined that outside engineering or architectural consultation is necessary, the Unit Owner shall be responsible for any costs incurred for such services. The work shall not proceed without prior written consent of the Architectural Control Committee and all work must comply with the Kansas City Building Codes.

Unit Owners are responsible for securing all required permits. The Unit Owner and contractor shall submit an agreed-upon construction schedule. As the job progresses, the Architectural Control Committee shall be informed if variations are expected in the construction schedule. The contractors are encouraged to complete their work in minimal time and to produce the least amount of noise and disturbance as possible.

If a licensed architect is engaged, he/she shall submit to the Architectural Control Committee and architect's certificate of compliance and state in writing that the plans for the remodeling meet all Kansas City Building Code requirements. This would be for all work including General, Plumbing, Heating, Ventilation, Cooling and Electrical.

There shall be no entering of the common elements (e.g. the floor, ceiling, columns, and walls adjoining another unit), without receiving approval from the Architectural Control Committee, including the cutting or channeling of concrete floors and ceilings. Cutting into the concrete columns and sheet walls is strictly prohibited. If any adjoining wall is opened and any mechanical, electrical, communication or cable work is done during construction, the gypsum board shall not be re-installed until it has been inspected by the Architectural Control Committee.

During construction, the exterior window wall assembly shall not be altered in any way, and there shall be no removal of any parts or screws of the assembly. No drilling or attaching items such as curtain brackets to the horizontal window wall assembly and any concrete ceilings shall be allowed.

The relocation of any water risers, waste lines, and open site relief drains or venting stacks is strictly prohibited. The installation of all steam room, sauna, whirlpool or permanently installed humidifier components must be approved by the Architectural Control Committee prior to installation and are subject to inspection after installation.

All electrical work must be completed by a licensed electrician in a safe and workmanlike manner.

Any work on the common mechanical chases is strictly prohibited. Connections to the Unit venting systems are strictly prohibited.

At no time are flammable materials allowed to be stored at the job site.

Prior to beginning work, all contractors doing work in the Building must present a certificate of insurance to the Board Or Management Company naming Park Reserve Condominium Association, its Officers, Directors, Management Company and its employees as additional insured's.

Unit Owners are to be responsible for informing the Management Company that a contractor will be gaining access to the premises on any given day.

Contractors shall be permitted to perform work that is noise producing in a Unit only between the hours of 8:00 am and 5:30 pm on Monday through Friday. No noise producing work shall be permitted on weekends or holidays.

Contractors must unload all material at the residential loading zone area located on the first floor and proceed to park their vehicles on the street. No vehicle shall be allowed to park in the loading zone area. No contractor shall be allowed to walk through the lobby with any tools or materials at any time. Contractors should wait for an elevator with the least number of passengers available to transport materials in an elevator that should be padded.

The Unit Owner shall be responsible for ensuring that the contractor employed to work within his/her Unit lays drop cloths on top of the corridor carpeting during hours when tradesmen are coming to and from the Unit. Such drop cloths must completely cover the traffic areas of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths also removed. If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's negligence, the Unit Owner shall be responsible to reimburse the Association for labor expenses.

Contractors may not store any materials within the common elements of the Building and are to haul all debris and leftover materials from the Building in covered containers. Under no circumstances may construction materials be disposed of or left in the trash room. The hauling charge for any bulk items left on common property in violation of this rule will be assessed to the responsible Unit Owner.

The Unit Owner shall be responsible for any damage to the common elements of the Building caused by contractors employed by them or damage caused to the Units within the Building.

Whenever a partition is altered in any way, the Unit Owner shall designate the utilities in the area of this alteration on the drawings and specifications. The utility shall be so designated on the drawing as an electrical, telephone or television outlet.

## **INSPECTION REQUIREMENTS**

**Minor Remodeling:** (defined as new flooring, kitchen cabinets, or work of a similar nature. No walls, ceilings or floors are penetrated or relocated) The Unit Owner or Contractor is responsible for notifying the Management Company during the following stages of work:

1. When the flooring or other minor work is started, so an authorized agent can inspect the existing conditions.
2. When the project is completed, so an authorized agent can inspect the new conditions.

**Major Remodeling:** (defined as relocating, adding or removing partitions, or penetrating of any walls, ceiling floors or utilities.)

The Unit Owner or contractor is responsible for notifying the Management Company during the following stages of work:

- (i) When the project begins. The Management Company will then advise when a meeting will be scheduled to go over the project to verify there have been no further modifications than were authorized by the Board.
3. When the partitions are removed, altered, or relocated and ready to be constructed to verify that all common utilities such as water, sewer, electric, cable, and telephone lines have not been damaged.
4. When the project is completed, so an authorized agent can inspect the new conditions.

It is the Unit Owner's responsibility to ensure that adjoining Units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses will be the sole responsibility of the Unit Owner undertaking the remodeling.

**Remodeling Time Schedule:** The Unit Owner must indicate the length of the time the remodeling will take when submitting his/her initial remodeling package of information to the Management Company.

Remodeling construction must begin within 120 days of Board approval, or documentation must be resubmitted.

If for any reason the approved remodeling process takes longer than originally planned, the Unit Owner must contact the Management Company so that adjoining neighbors can be notified.

Agreed and Accepted

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Unit #

\_\_\_\_\_  
Date

## APPENDIX C

### CONDOMINIUM ASSOCIATION PET POLICY

1. Pet Residency. No more than two pets, 2 cats or 2 dogs or 1 cat and 1 dog are allowed per unit and no pet over forty pounds, or one dog not to exceed 60 pounds. No animals shall be raised, bred or kept in any Unit except for dogs and cats, and animals that are typically kept in cages or containers in the home such as small birds, fish, turtles, provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. Wild animals, exotic animals, farm animals, poisonous creatures, and tarantulas are not allowed. Specifically prohibited are any variety of pig, ferrets and similar animals and snakes.

As a condition precedent to a Pet Owner maintaining a pet or pets on the premises, all Pet Owners must (i) provide evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations, (ii) provide evidence of liability insurance for their pets, (iii) assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets; and (iv) indemnify and hold harmless the Association, Unit Owners and the Management Company and their agents for any loss or liability caused by or arising from their pets. Pet Owners' responsibilities include, but are not limited to all costs of cleaning, repairing or replacement of common property due to damage caused by pets. Pet Owners must agree to the aforesaid undertakings and conditions in writing at the time their pet is registered with the Management Company or at the time their pet is first brought to the premises, whichever occurs first.

41. Pet Registration. Dogs and cats must be registered with the Management Company before being permitted to reside in the Building.

Registration consists of providing information for and signing Park Reserve Condominium Association Registration Agreement. If any resident is renting from a Unit Owner, such resident must have permission in writing from the Unit Owner to maintain a pet in the Unit and must provide such writing to the Management Company as a condition precedent to maintaining the pet in the Unit. A copy of this permission will be kept on file in the Management Company.

42. Pet Fines. Any Pet Owner who violates the Rules and Regulations set forth herein shall be subject to any and all remedies available to the Board under the Condominium Declaration and the Act, including, without limitation, the levying of a fine in the amount the Board deems reasonable and appropriate.

The schedule of pet registration fees and fines are determined by the Board. Fees are reviewed annually during the budget process or as needed.

43. Pet Behavior and Activities. Pets are restricted to their Unit and to transit through the following common areas only: Hallways, stairwells, empty elevator and service areas. While transiting through any common areas, pets' movements must be controlled and all pets shall be on a leash, in a carrier, or in a cage.

Pets are not permitted in any of the lobbies.



If a pet has an accident, soiling the common areas, the Pet Owner must clean it immediately and report it to the Management Company. The Pet Owner is responsible for any damages caused in such an event. A damage fee may be assessed in this case.

Pet urination is prohibited on all of Park Reserve Condominiums Property, including, without limitation, the walls, flowerbeds, or any portion of the Building or property.

Cat, bird and hamster owners should ensure that litter is changed often to avoid odor, and that it is securely wrapped and tied in a plastic garbage bag before depositing in the garbage room.

Pet Owners must ensure that their pet does not make any prolonged noise such as barking, meowing, or chirping, or any other noise that disturbs neighbors.

Pets must not be allowed to jump on, bite or in any way harm or intimidate any person or other pet.

Recognizing that occasional difficulties between Pet Owner and non-pet owners are bound to occur, and it is not the intention of these rules to be unduly restrictive, the following rules regarding notification and enforcement procedures are intended to apply to repeated rule violations by Pet Owners:

1. In case of the first violation, the Manager will notify the offending party by letter as to the nature of the violation. The Management Company will maintain a copy of the letter. In the case of a tenant, a copy of the letter will also be sent to the Unit Owner.
2. If a second violation occurs within six months of the first, a certified letter will be sent indicating that the next violation will result in the pet being required to be removed from the property. Additionally, a fine deemed reasonable and appropriate by the Board will be levied.
3. In the case of a third violation within the same six-month period, the Management Company will require that the pet be removed from the property within 15 days of the letter. A court order will be obtained to vacate the Unit if the pet is not removed voluntarily.

Park Reserve, Condominiums Homeowners Association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary : \_\_\_\_\_ Dated: \_\_\_\_\_