

RULES AND REGULATIONS  
FOR WOODCREEK TOWNHOUSES

1. No part of the property shall be used other than for **residential purposes**. No portion or all of any townhouse shall be used as a professional office as accessory to a residential use. Notwithstanding anything herein to the contrary, Declarant may use any townhouse or townhouses owned by Declarant as models and sales and/or promotional offices in connection with the sale or rental of townhouses.
2. There shall be no **obstruction** of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors, except as herein or in the Declaration or Bylaws expressly provided.
3. Each townhouse owner shall be obligated to maintain his townhouse and to keep it **in good order and repair** in accordance with the provisions of the Declaration and Bylaws.
4. Nothing shall be done or kept in any townhouse or in the common areas which will increase the rate of **insurance** of any of the buildings, or contents thereof, without the prior written consent of the Board of Directors. No townhouse owner shall permit anything to be done, or kept in his townhouse, or in the common areas, which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
5. Townhouse owners shall not cause or permit anything to be hung or displayed on or over any window, except thin-line designer blinds and draperies, or placed on the outside walls or doors of a building. No sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or at any window, without the prior consent of the Board of Directors. No light reflective materials shall be placed on any window.
6. All **traffic and parking signs** and markers in the common areas shall be strictly observed.
7. No **bird or animal** shall be kept or harbored in any townhouse unless the same in each instance be expressly permitted in writing by the Board of Directors of the Wood Creek Townhouse Association, which permission may be conditioned on such terms and conditions as the Board of Directors in its sole discretion deems to be in the best interest of the Townhouse Association as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission, or permission in any other instance; and any such [1] permission may be revoked at any time in the sole discretion of the Board of Directors. A pet may not be tied to fixtures and left unattended. It is the responsibility of the pet owner to remove and properly dispose of pet droppings. All dogs and cats shall be vaccinated for rabies in accordance with the ordinances of the City of Lawrence, Kansas. In the event a pet is permitted to remain in the common areas without being on a leash, the animal control officer of the City of Lawrence, Kansas may be summoned immediately for the purpose of removing such animal from the property. The owner shall indemnify the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the property. If a pet becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or, if it is not corrected, the owner, upon written notice by the Board of Directors, will be required to dispose of the animal within three (3) days of such written notice.

8. No **noxious or offensive activity** shall be carried on in any townhouse, or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other townhouse owners or occupants. No townhouse owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, licensees, and lessees, nor do or permit anything by such persons that will interfere with the rights, comfort, or convenience of other townhouse owners. No townhouse owner shall play upon, or allow to be played upon, any musical instrument or operate or allow to be operated, a stereo, phonograph, television set, or radio in the premises if the same shall disturb or annoy other occupants of the building. No townhouse owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
9. Nothing shall be done in any townhouse or in, on, or to the common areas and facilities which will **impair the structural integrity** of any building or which would structurally change any of the buildings.
10. No clothes, sheets, blankets, **laundry**, or any other article shall be hung out of a townhouse or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris and other unsightly materials.
11. The **entryways** to the townhouses shall not be decorated or furnished by any townhouse owner in any manner. No townhouse owner shall be allowed to put his name in or on the entryway to his townhouse or mail receptacles appurtenant thereto, [2] except in proper places and in the manner prescribed by the Board of Directors for such purposes.
12. No **ventilator or air conditioning device**, shall be installed in any townhouse without the prior written approval of the Board of Directors, which approval may be granted or refused in the sole discretion of the Board of Directors.
13. No **motorcycle, motor scooter, moped, or similar motorized vehicle** shall be taken into or from the townhouses, or allowed to stand in the entryway to a townhouse. All such vehicles shall be kept and stored in the parking area assigned to the townhouse whose owner or occupant shall own such vehicle.
14. **Parking spaces** will be assigned by townhouse address. In the event a person shall improperly park in a parking space assigned to another, the responsibility for removing the vehicle of such person improperly parked shall be the sole responsibility of the owner or occupant of the townhouse to which such parking space shall have been assigned.
15. No **boats, motor homes, mobile homes, trailers, campers, or trucks other than pickup trucks not having a camper unit thereon**, shall be parked or stored in any parking space or in the parking areas on the property. Any such vehicle may be tagged with a 24-hour tow away notice. This notice shall provide that if the offense is not corrected within 24 hours, the vehicle will be towed away at the owner's expense.
16. No townhouse owner, occupant, or any other person shall engage in the **repair of an automobile or other motor vehicle** on the property, other than minor repairs and causing a disabled vehicle to be made operable in order that it may be removed to a service facility for repair. Washing of vehicles

on the property is prohibited. Any vehicle which appears abandoned or inoperable, even if parked in the property parking space, will be tagged with a 24-hour tow away notice.

17. No industry, business, trade, or profession shall be conducted, maintained, or permitted on any part of the property, nor shall any "for sale", "for rent", or "for lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any townhouse therein nor shall any townhouse be used or rented for transient, hotel, or motel purposes. The right is reserved by the Declarant and the Board of Directors, or its agent, to place "for sale", "for rent", or "for lease" signs on any unsold or unoccupied townhouses, and the right is hereby given to any mortgagee who may become the owner of any townhouse, to place such signs on any townhouse owned by such mortgagee, but in no event shall any sign be larger than one (1) foot by two (2) feet. [3]
18. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.
19. Each townhouse owner shall keep his townhouse **in good state of repair and cleanliness** and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or entryways thereof, any dirt or other substance.
20. **All radio, television, or other electrical equipment** of any kind or nature installed or used in each townhouse, shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, and the public authorities having jurisdiction of the property, and the townhouse owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such townhouse, other than that initially installed by the Declarant.
21. Agents of the Board of Directors or the managing agent, or a workman authorized by the Board of Directors or the managing agent, **may enter any room or townhouse** in the building at any reasonable hour of the day after notification (except in cases of emergency) for the purposes permitted by the Declaration or Bylaws and for the purpose of inspecting such townhouse for the presence of any vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.
22. Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.
23. No garbage cans shall be placed in the entryways, nor shall anything be hung from the windows, entryways, or patios, or placed upon the window sills. All garbage and refuse shall be deposited with care in the garbage and refuse containers provided by the Association. No rugs or mops shall be shaken or hung from or on any of the windows, doors, or entryways.
24. No townhouse owner or occupant or any of his agents, servants, employees, lessees, licensees, or visitors shall, at any time, bring into or keep in his townhouse any flammable, combustible, or explosive fluid, material, chemical or substance.
25. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, or debris or any other article be thrown into them. Any damage resulting from misuse of any water closets or other apparatus in such townhouse shall be repaired and paid for by the owner of such townhouse. [4]

26. Each townhouse owner shall deposit one key to his townhouse with the Board of Directors or the managing agent to provide for any authorized entry in the absence of the townhouse owner. No townhouse owner shall alter any lock or install a new lock on any door of a townhouse without the written consent of the Board of Directors. In the event such consent is given, the townhouse owner shall provide the Board of Directors, or the managing agent, with an additional key pursuant to its right of access to the townhouse.
27. No townhouse owner or occupant shall permit the temperature in a townhouse to fall below 60° Fahrenheit. In the event a townhouse owner or occupant shall be away from his townhouse for more than one week's duration, he shall notify the Board of Directors or managing agent thereof.
28. No townhouse owner or occupant shall send any employee of the Board of Directors or of the managing agent out of a building on any private business of such owner or occupant, except as otherwise approved in writing by the Board of Directors or managing agent.
29. A townhouse owner desiring to lease his townhouse shall comply not only with the conditions for leasing set forth in the Declaration, but shall comply with the following provisions:
  - a. Written notice of the townhouse owner's desire to lease his townhouse shall be given to the managing agent at least thirty (30) days prior to the date upon which the lease is to commence. Such notice shall include the intended duration of the lease, which shall not be for less than one (1) year without the written consent of the Board of Directors, and the monthly rent to be charged therefor. In the event the townhouse owner shall have secured a tenant, the name of such tenant shall also be included in the notice.
  - b. No tenant, shall be permitted to have any pet in a townhouse. [5]
  - c. Any tenant, or the tenants collectively, in a townhouse shall have no greater parking rights than provided to the owner of that townhouse.
30. **Complaints** regarding the management of the townhouses and common areas and facilities or regarding actions of other owners shall be made in writing to the Board of Directors or the managing agent.
31. **Use of common area electricity and water** is prohibited unless prior written consent is given by the Board of Directors or the managing agent.
32. These rules and regulations may be modified, added to, or replaced at any time by the Board of Directors. [6]