

**RULES AND REGULATIONS  
OF  
LONDON PARK CONDOMINIUM OWNERS ASSOCIATION**

Pursuant to the Declaration of Condominium for London Park (the “Condominium”) and the Bylaws of London Park Condominium Owners Association (the “Association”), the following Rules and Regulations pertain to each Unit and are binding upon all Owners of the Condominium. These Rules and Regulations are in addition to the covenants and restrictions set forth in the Declaration and Bylaws. All capitalized terms used herein shall have the same meaning as set forth in the Declaration.

A. **Restrictions on Use of Units and Common Elements.** Each Unit and the Common Elements shall be occupied and used as follows:

1. Each Unit not owned by the Declarant:
  - a. shall be occupied only by the Owner and the immediate family of any natural Owner or by the tenant, guest, employee or beneficiary (and his/her immediate family) of any Owner which is not a natural person;
  - b. shall be used for residential purposes only; and
  - c. shall not be used for commercial, office or other purposes. The terms “residential,” “commercial,” “retail” and “office” purposes shall be construed as defined in the zoning ordinances of the City of Overland Park, Kansas.
2. Each Owner shall have the exclusive right, at its sole cost and expense, to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, and floors comprising its own Unit and the surfaces of bearing walls and partitions within such Unit. Each Owner shall maintain its Unit in a clean, safe, sanitary and attractive condition and shall be responsible for the maintenance, repair or replacement of all appliances and equipment, including without limitation all plumbing lines, plumbing fixtures, electrical wiring, lighting fixtures, heating and air-conditioning equipment, water heaters and utility lines located within the Unit.
3. There shall be no obstruction of any of the Common Elements, nor shall anything be placed or stored in the Common Elements, or on the porches, patios, or balconies, or on the outer sill or on the outside of any window, without the prior written consent of the Board.

Toilets and other apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, sanitary napkins or other obstructing items or substances shall be disposed of in any toilet or related apparatus.

Owner shall not injure, overload or deface any Building or any part of the Common Elements.

4. No change or alteration shall be made to any of the Common Elements or the appearance thereof, or to the exterior of any Unit or any portion of a Building, without the prior written consent of the Board.

5. Nothing shall be done or kept in any Unit or in any of the Common Elements that will increase the rates of insurance applicable to the Building or any Unit without the prior written consent of the Board. No Owner shall permit anything to be done or kept in its Unit or in any of the Common Elements that could result in the cancellation of any insurance or which would be in violation of any law, code or ordinance. Any act or omission which shall constitute waste shall be committed in or on any of the Common Elements.

6. No livestock or poultry of any kind shall be kept in any Unit or in the Common Elements. An Owner shall be permitted to have a maximum of two cats and two dogs as pets in any Unit, and in no event shall any pet be tied or maintained outside of a Unit. The combined weight of such animals shall not exceed 50 pounds. Each Owner shall be responsible and pay for damage to any of the Common Elements ("Damage") caused by any animal kept or brought into any Unit or Building by such Owner or its family members, guests, tenants, domestic employees or other invitees (collectively "Owner Parties"). The Board shall have the right to determine the amount of any Damage and shall assess such Owner a Special Unit Expense for the costs and expenses of repairing such Damage. In addition, no Owner or any Owner Party shall permit a pet or animal to make loud noises audible outside the Unit of such Owner.

7. No awnings over or outside of any windows shall be permitted. No window air conditioning units shall be permitted. No reflective materials, advertising, artwork or signs of any kind shall be installed, placed or hung on the exterior (or visible through the windows) of any Unit or the Common Elements. No personal effects shall be placed upon or hung on a balcony, patio or other exterior portion of any Unit or any of the Common Elements without the prior written consent of the Board.

8. Without the Board's prior written consent, no Owner shall install, store or operate within any Unit any steam engine, boiler or other machinery, or carry on any mechanized business therein, or use or allow the use within the Unit of any oil, burning fluids, gasoline or kerosene for heating, warming or lighting purposes. No materials deemed highly flammable nor shall any explosives be brought into any Unit. No offensive gases or liquids shall be permitted.

9. No gardening or farming of any kind shall be carried on within any Unit unless plants shall be kept in appropriate containers using a water drainage system that precludes any leakage.

10. No noxious, offensive or illegal activity of any kind shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners. No Owner, guest, tenant or any other person shall have loud parties or play stereo equipment or musical instruments or other equipment in a loud manner or otherwise permit or make loud noises audible

outside his or her Unit. No Owner, guest or tenant shall permit any noxious, offensive or unusual odors or smells of any kind to emanate beyond the boundaries of his or her Unit.

11. Nothing shall be done in any Unit or in any of the Common Elements that would impair the structural integrity of any Building.

12. No drilling operations of any kind shall be permitted upon or within any Unit or any of the Common Elements, without the prior written consent of the Board.

13. Each Owner shall be obligated to pay any and all charges and assessments for electricity, other utilities, and taxes levied against its Unit. No Owner shall be exempt from liability for applicable specific assessments or charges that the Board may levy as provided in the Declaration.

14. Each Owner shall deposit only ordinary household garbage, refuse, or rubbish in the appropriate containers located on or about the Common Elements. Such containers shall be suitably placed in locations designated by the Board so as not to detract from the physical appearance of the Common Elements or the Condominium. Notwithstanding the foregoing, no large garbage or refuse items, including but not limited to moving or packing materials and boxes, shall be placed in any such trash containers located on or about the Common Elements.

15. Each Owner shall be liable to the Association for any damage to the Common Elements or any improvements, landscaping or equipment thereon which may be sustained by reason of the negligence or misconduct of such Owner or any Owner Party; and the Board shall assess such Owner for the costs of any necessary repairs or replacements, together with costs and attorneys' fees. Such assessment shall be due and payable, in the sole discretion of the Board, immediately or on a date established by the Board by written assessment notice.

16. The number, types, colors and sizes of all furniture, umbrellas, plants, lights and other objects on balconies, terrace and porches shall be subject to further regulation and control by the Board.

17. In decorating its Unit, each Owner is solely responsible for compliance with the fire protection laws and the building and safety codes of the City of Overland Park, Kansas, and shall indemnify the other Owners and the Association for any violation thereof which causes loss or damage to persons or property.

18. No bicycles, heavy trucks, construction equipment, commercial vehicles, boats, house trailers, campers, motor homes, inoperable vehicles, boat trailers, or trailers of any other type shall be permitted to be parked or stored on or within the Common Elements of the Condominium, without the prior written approval of the Board, which may establish reasonable further restrictions in its sole discretion. This prohibition shall not apply to the temporary parking of trucks and commercial vehicles during periods of approved remodeling or renovation of Building, or for pick-up, delivery and other commercial services.

19. No baby carriages, playpens, play houses, bicycles, wagons, toys, play vehicles, nor any other items shall be placed, parked or stored on any patios or any part of the Common Elements.

20. Parking shall be permitted only in designated and/or assigned parking spaces.

21. Each Owner shall, at its sole cost and expense, maintain a working back-up battery in any and all smoke detector(s) and any and all carbon monoxide detector(s) installed in its Unit.

**22. No open fire grills are permitted unless used in designated grilling areas.**

23. After reasonable notice to each Owner, the Board may establish additional Rules and Regulations governing and further restricting the use of the Units and Common Elements in any manner not inconsistent with the provisions of the Declaration. The Board or any Owner shall have the right to enforce such Rules and Regulations by any proceeding at law or in equity.

**B. Restrictions on Improvements.** The following restrictions and limitations shall apply to the installation of improvements and equipment by each Owner in, on or about its Unit:

1. No projections, decks, balconies, porches, patios, windows of any kind (including regular, bay, bow or oriel) doors, openings or apertures of any kind may be installed or maintained in the exterior shell of the Building, without the prior written consent of the Board.

2. No projections, spoutings, chimneys, cornices, brackets, pilasters, grille work, awnings, trellises, pergolas, cupolas or similar ornamental or other projections shall extend beyond the exterior shell of the Building, without the prior written consent of the Board.

3. No antennas, communications equipment, satellite dishes, weather vanes, electrical, telephone or television cables or other wires or lines, or recreational or exercise equipment, which extend beyond the exterior shell of the Building shall be placed, connected, erected or maintained upon any Unit or any of the Common Elements (including any balcony or patio) without the prior written consent of the Board, except to the extent that the Association or Declarant cannot restrict an antennae or satellite dish pursuant to the express terms of the Telecommunications Act of 1996.

4. No heating or air-conditioning equipment of any kind and no solar collectors shall be erected or maintained upon any of the Units or Common Elements, without the prior written consent of the Board.

5. No signs, advertisements, billboards or artwork of any kind shall be erected or maintained upon the exterior of any Unit or otherwise be visible in the windows of any Unit, without the prior written consent of the Board. Except as otherwise provided with respect to the original sales period until all Units which may be created by the Declarant

are sold, no real estate signs advertising Units for the sale or rental shall be displayed without the prior written consent of the Board.

6. No Owner shall remove or alter the boundary or demising walls of any Unit, or create apertures therein (even if the partitions or walls are wholly or partially a Common Element), or combine Units without the prior written approval of the Board and in accordance with the Declaration, and no Owner shall make any improvements or alterations to its Unit which in any manner impair the structural integrity of any portion of the Building or Property.

7. No Owner shall make any alterations, additions or modifications to any part of the Common Elements, or decorate the exterior portion of any Unit or Common Element, without the prior written approval of the Board. With respect to the installation of awnings, sunshades, screen doors, and other minor additions to any Unit, the prior written approval of the Board shall be necessary and shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the Condominium as a whole.

8. No building, fence, wall, or other structure shall be constructed, erected or maintained upon the Property or Condominium, nor shall any interior or exterior improvement, addition, change, or alteration be made to any Building and/or Common Elements areas, until detailed architectural plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing by the Board. All such proposed improvements shall fully comply with applicable City Codes, including those for fire, safety, plumbing, electrical, and heating ventilation and air-conditioning systems. The Board reserves the right to set and enforce standards which exceed applicable City Codes in its sole and absolute discretion; provided that Board approval shall in no way be deemed to imply compliance with or waiver of compliance with any applicable requirement of City Codes. In the event the Board fails to approve or disapprove the design and location of any proposed improvement within thirty (30) days after plans and specifications have been submitted, the contents of the plans and specifications shall be deemed to have been disapproved.

C. **Changes to Rules and Regulations.** Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations that may be promulgated and changed by the Board. Copies of the Rules and Regulations shall be furnished by the Board to each Owner. Changes to the Rules and Regulations shall be posted conspicuously prior to the time when the same shall become effective and copies thereof shall be furnished to each Owner upon request.

D. **Right of Access.** By acceptance of the deed of conveyance, each Owner thereby grants a right of access to its Unit to the Board, the managing agent, and any other person authorized by the Board or the managing agent for the purpose of exercising and discharging of their respective powers and responsibilities, including without limitation:

1. making inspections;

2. correcting any condition originating in such Unit or in the Common Elements which threatens or endangers another Unit or the Common Elements;
3. performing installations, alterations or repairs to the mechanical or electrical systems in such Unit or elsewhere on the Property; or
4. correcting any condition that violates any Mortgage;

provided, however, that requests for entry shall be made in advance and that any such entry shall be scheduled at a time reasonably convenient to the Owner or its tenant, except in an emergency. In case of an emergency, such right of entry shall be immediate, whether or not the Owner or its tenant is present.

**E. Interpretation and Enforcement.** The Board may delegate to an Architectural Control Committee the power and authority to review requests, investigate complaints, or study problems of any kind relating to the physical condition of the Condominium or the enforcement of these Rules and Regulations, and the authority to make pertinent decisions or recommendations. In so doing, Architectural Control Committee or the Board shall be the final arbiters and interpreters of the Declaration and these Rules and Regulations, which shall be enforced as provided in the Bylaws and the Declaration.

**F. Miscellaneous.**

1. The use of the masculine gender in these Rules and Regulations shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.
2. These Rules and Regulations and the Condominium instruments are intended to comply with all of the applicable provisions of the Act and Kansas law and shall be so interpreted and applied.