

**RULES AND REGULATIONS
ADOPTED BY
THE VILLAGES CONDOMINIUM ASSOCIATION, INC.**

The ability to adopt and amend Rules is granted to the Association's Board of Directors by Article 4.1 of the Declaration, which states that "From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements." The following Rules are effective 5/1/2021, and this document supersedes and replaces all previously adopted Rules.

1. No Rental Property is allowed. Units within The Villages Condominium Association are owner occupied.
2. No behavior that could create a nuisance, endanger the safety of Owners or their families, or disrupt the tranquility or peace of the neighborhood will be allowed. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first- class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Nothing should be done which is a nuisance or annoyance to the neighborhood. This includes but is not limited to excessive wind chimes, excessively loud motor vehicles (engines or stereos), driving over 10 MPH on private roads between garages, playing loud music on patios or balconies, loud disruptive parties in unit or clubhouse, excessive clutter on patios and decks or other actions that could cause annoyance or nuisance to neighbors.
3. Not more than two (2) usual household pet shall be kept or maintained in any unit. Pets must be reasonably confined and controlled so as not to become a nuisance. Pets outside the unit must be on leash at all times (per Olathe City ordinance). The owner is responsible to dispose of their pet's waste. A \$500 monthly assessment will be charged for not picking up after your pet. No animal other than a usual household pet shall be allowed. All city ordinances concerning pets must be followed.
4. No mobile homes, trailers, commercial trucks with a weight limit larger than $\frac{3}{4}$ ton and weighing more than 6,000 pounds, boats, inoperable or unlicensed vehicles, or apparatus shall be parked for a period longer than forty-eight (48) hours.
5. Vehicles parked in a no parking zone or unauthorized handicapped space will be ticketed and/or towed at the owner's expense.
6. Trash and/or garbage must be bagged, and bags must be placed in trash receptacles. City trash bins and/or large (25 gallon and over) trash cans may not be stored in Limited Common Elements. Trash and recycle bins can be placed out for pick up on the designated day but should not be placed out more than 12 hours prior to the designated pick-up day and should be taken in within 24- hours of trash pickup.
7. NO large items can be placed in the dumpster area. Owners are responsible for contacting the City of Olathe to arrange and pay for special pickup of large items. Extra fees charged to the

HOA due to large items in the trash receptacle will be billed to the responsible unit if known, to be paid with the following month's dues.

8. Limited Common Elements should be free of clutter and cannot be used as a storage area. Personal items (to include but not limited to flowerpots, statues, holiday decorations, children's toys, etc.) should not impede on the Common Element. Exceptions may be requested by submitting a request in writing to the Board.
9. Vegetables grown by owners must be in pots and kept within the perimeter of the owner's limited Common Area for that unit, not blocking access to the front door or entrance of any other unit. Pots should be limited to 3 vegetables.
10. Only gas or electric barbecue grills are allowed; no charcoal type grills may be used. In accordance with Olathe City Fire regulations, grills cannot be operated under any combustible overhangs on the building. Or within 10 feet of combustible construction. (per 08.1.4 of Olathe Fire Ordinances). The Owner is responsible for any and all damages caused by use/misuse of a grill.
11. No satellite dishes or antennas or other items may be attached to the buildings except as noted hereafter. A tripod may be used on the patio which is not attached to use satellite services. One satellite dish per household may be staked into the ground along the exterior of the owner's unit. Satellite dishes may not sit on concrete blocks.
12. Lightweight roll-up shades may be temporarily attached under the porch of an owner's unit if they (a) are neutral in color, and (b) do not damage the structure. Lights may also be temporarily attached to a porch, deck or balcony.
 - a. At no time shall objects (decorations) be attached to the exterior of the buildings. The owner assumes all responsibility for damage caused by the attachment of any item to a building, including the cost to repair the damage or restore the building to its original condition, whether done with or without prior approval from the Board.
13. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about balconies, patios, windows or exteriors of any Unit or Building.
14. Proposed changes to landscaping must submitted in writing to the Board using the Landscape proposal form found on the Association website (Sunnybrookks.com) and be approved in writing by the Board. Any landscape proposal must include who will pay for the proposed change and continued future maintenance of any additional plants, any estimates for work, how this change will improve the community for all owners and any other information the board may require to come to a decision. No change that will increase costs or maintenance in the future for the HOA will be approved. Owner can be required to remove any landscape/plants added at their own expense if Board requests or if they are selling unit.
15. The clubhouse must be reserved through the management company prior to use. Deposits will be returned only after a Board member or social committee member inspects the clubhouse and deems it has been adequately cleaned and returned to its pre-rental condition. If the rental is to be used for a gathering following the death of an Owner, the rental fee will be waived if it is indicated when reserving the clubhouse. However, if any damages occur or professional cleaning is required following the event, an assessment can be placed on the Unit.

16. Exterior doors and garage doors should remain the original color: white/off-white for 8-plex, triplex and fourplex units.
17. Windows are the responsibility of the owner and must be replaced with the same or similar style to the existing windows. Windows must fit the existing window opening. Exterior-facing components of the frame shall be white.
 - a. Any replacement of windows MUST be submitted to the Board by submitting an Architectural Change Request found on the website Sunnybrookks.com. Replacement cannot occur until Board approval is received by the owner in writing or email. No dark tinting shall be applied to window glass. Windows shall not be covered with plywood, cardboard or similar material which is visible from the exterior except as a temporary measure due to broken glass.
18. Owners are not allowed to extend their limited common area by using common area that is to be shared by all owners of the HOA. Owners are also not allowed to change the exterior of the building (to include but not limited to) changing the size of a window opening in their unit, adding a patio, permanent or temporary, extension to their unit or patio, porch, overhang, driveway, or other limited common area for the use of their unit or any other change that will change the look of the exterior of the building and increase the size of their unit or limited common area.
19. If an Owner creates or allows conditions in a Limited Common Element to exist or continue and it causes damage to the exterior of the Unit, that Owner will be held responsible and assessed the cost of the damage repair.
20. No signs shall be hung or displayed on the outside or inside, if visible from the exterior of the Unit, of windows or placed on walls of any building without prior written consent of the Board.
21. No awnings, canopy, shutter, radio, television antenna, satellite dish, decoration or any other item or fixture of any kind shall be affixed to or placed upon an exterior wall or roof.
22. The Association will revoke the privileges to use the amenities; clubhouse, fitness center & swimming pool if monthly dues &/or assessments are delinquent more than thirty (30) days, or if owner does not remedy a violation within fifteen (15) days of receiving written notice.
23. Units shall be owner-occupied or otherwise in compliance with Article 7 of the Declaration. Owners of units found to be in violation will be subject to the following:
 - a. The Association will revoke the unit's privileges to use the amenities (clubhouse, fitness center & swimming pool) as long as the unit remains in violation of Article 7.
 - b. Fines will be assessed monthly until proof of the unit's compliance is provided. Fine amounts shall be based upon the total number of months the unit has been in violation, regardless of whether the violation months are consecutive or not.
 - \$150 per month for the first through sixth months that violations occur.
 - \$300 per month for the seventh through twelfth months that violations occur.
 - \$500 per month thereafter

If the Board has good reason to believe that a home is being rented out, the burden of proof will fall upon the homeowner to provide the Board with proof of the unit's compliance with Article 7 of the Declaration.

ENFORCEMENT OF RULES:

Voluntary Compliance: The primary way high community standards are preserved at the Villages of Sunnybrook is for all homeowners to voluntarily follow the Rules and be good neighbors. As a result, the Board should not have to take enforcement action often to restore compliance with the Rules.

Discretion of the Board: The Board retains discretion to determine whether it will enforce against any violation, whether and the extent to which the Association will spend money, issue notices, impose fines or conduct hearings to seek compliance.

Identifying a Possible Violation: The Villages Condominium Association, Inc. has a primarily complaint-based enforcement system. Possible violations may be identified by property management, the Board, a homeowner's written complaint, or by other reasonably reliable means.

Written Complaint: Homeowners are encouraged to take responsibility for the condition of the Association. Any homeowner may bring a possible violation to the Board's attention through a written complaint: emailed, faxed or mailed to the property manager, or submitted through the Association's website form. The complaint must identify the property address or homeowner, and must specifically describe the violation and date of the violation.

Informal Resolution of Violation:

Any owner or agent of the Association may directly request that an owner or resident cease or correct any act or omission which appears to be in violation of the Association's Declaration, Bylaws or Rules. It is generally preferable that residents of the community attempt informal resolution prior to seeking formal resolution.

In the event the perceived violation would also be a violation of Federal, state or local laws or regulations, the Board may request the complaining resident to contact the appropriate government to report the perceived violation.

Formal Resolution of Violation:

1. When the Board shall, in its sole discretion, believe that action is required regarding violation(s) of the Association's Declaration, Bylaws or Rules, a letter will be sent to the accused owner identifying the violation(s) and setting forth a timeframe for correction.

2. If the violation remains uncorrected, or following correction reoccurs at any later date, imposition of fines *may* occur. Notice of the fine will be sent to the property owner. Payment and collection of all assessed fines will be in accordance with the Association's Declaration and Bylaws.
3. The violating owner shall have fifteen (15) days from the date of the mailing to request a hearing with the Board to dispute any violation(s) or dispute the imposition of any fine.
4. In the event the violation is of a continuing nature, or if the violation constitutes a threat to the health, safety, or welfare of the residents or the property within the community, or should the owner indicate that he or she will not comply with the request to correct the violation, or fail to communicate with the Board, or when circumstances otherwise justify such action, the Board may institute an action in a court of competent jurisdiction to pursue legal remedies including seeking injunctive relief to abate the violation immediately without proceeding through the steps outlined above.