

Gramercy Place Condominium  
Rules and Regulations

The following rules and regulations are provided to insure the peaceful enjoyment, maintenance of value, and security of your Unit and the Common Areas and Facilities of Gramercy Place Condominium. Although some rules and regulations may appear to be an inconvenience to some, they will be more acceptable if consideration is given to the benefits of the entire Gramercy Place community.

1. Each Unit Owner shall be responsible and shall pay for any damage or waste resulting from stoppage in the plumbing facilities as a result of deposit of any foreign substance therein or misuse or neglect and shall reimburse the Association on demand for the expense incurred due to waste or the repair or replacement of any such facilities.
2. Enclosing the balconies or patios with glass or screen, or attached awnings, window air conditioners or anything that will affect the exterior appearance of any Building and any attachments, alterations, or modifications to any of the Common Areas and Facilities, whether inside or outside a Building, must have the prior written approval of the Board of Directors.
3. No radio aerial, television antenna, satellite dishes or other radio or television installation shall be installed on the exterior of any Building or the Common Areas and Facilities without the prior written consent of the Board of Directors.
4. No Unit Owner or Occupant or his employees, agents, or guests shall mark, paint, drill, or in any way deface any exterior walls, shrubbery, or grounds. In no event shall an Owner or Occupant deposit trash or let trash accumulate in the Common Areas and Facilities other than in a trash receptacle. Trash receptacles will be provided at various locations in the Condominium. All garbage to be placed in the trash receptacles shall be put in plastic bags and carefully sealed to reduce odors. All bottles and other breakables shall be carefully wrapped in newspaper or other protective covering.
5. Unit Owners shall not allow furniture, boxes, packages or articles of any kind to remain in the Common Areas and Facilities except for short periods incidental to moving same in or out of a Building or to cleaning or rearranging.
6. No items, such as towels or linens, may be hung so as to be visible from the outside of a Unit.
7. The sidewalk, driveways, entrances, halls, passages and stairways shall not be obstructed by the Unit Owners or used by them for any purpose other than for entering and exiting. There is no roller-blading, skateboarding, bicycling, skating, or any like activity allowed on the sidewalks. The sidewalks, entrances, patios, floors, driveways, common parking areas and landscaped areas shall be kept free from rubbish and no bicycles, lawn chairs or other articles of that kind shall be permitted to remain on the grounds except when in use, unless approved by the Board.
8. Janitors and gardeners may be employed by the Association to maintain the Common Areas and Facilities of the Condominium. Unit Owners are prohibited from employing or in any way using Association personnel for personal tasks during their normal working hours. Violation of this rule may result in the immediate dismissal of the employee.
9. The Board of Directors shall retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock without the written consent of the Board of Directors; and if permission is granted a key to the new lock must be given the Board of Directors. This key will be used only in the event

of an emergency or to service the Common Areas and Facilities.

10. No combustible materials which may increase fire or casualty hazard are permitted.
  - (a) Smoking materials must be disposed of in a sealed container
  - (b) Charcoal burners and other open-flame cooking devices cannot be located or operated on decks or patios or within ten feet (10') of the building. Overland Park Code 16.120 Fire Code
  - (c) Fireplaces within units must be gas burning – wood or other flammable materials cannot be burned per the Gramercy Place Condominium Association insurance policy.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property, except that dogs, cats or other household pets may be kept by Residential Unit Owners in their respective Residential Units, provided that they are not kept, bred or maintained for any commercial purpose, meet the other requirements of these Rules and Regulations, and do not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Unit or any Occupant thereof. Each Unit Owner is limited to one animal which may not exceed 30 pounds in weight. Pets must be leashed at all times, with leash in hand, when not inside the Owner's Residential Unit, and must be controlled so as not to disturb other Unit Owners and Occupants or create a nuisance. Visiting pets are not allowed. Residents are required to clean up after their pet.
12. No automobiles shall be parked at any place on the property except in the spaces provided, and said spaces are to be used for parking of operable and legally licensed automobiles only. The parking lots are not to be used to wash cars, do automotive work, or anything else, other than parking. The parking of trailers, boats and other recreational vehicles and equipment is prohibited. Carport spaces are reserved for their respective owners/registered lessees.
13. No automobile, moving van or delivery truck shall be parked, driven across or driven onto the lands capped areas of walkways. Any damage resulting from the violation of this regulation shall be at the direct expense of the Unit Owner.
14. No Unit Owner shall make or permit any disturbing noises in any Building or the Common Areas and Facilities by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such Persons that will interfere with the rights, comfort or convenience of other Unit Owners or Occupants.
15. No motorcycles, motorbikes, motor scooters, mini-bikes, go-carts, or any other motorized vehicle of any type that generates abusive noises shall be permitted.
16. No Signs, ads, or solicitations are permitted in or about the Condominium without the prior consent of the Association.
17. Rules for use of the swimming pool shall be established by the Association each season and posted conspicuously for compliance by all Unit Owners and guests.
18. The clubhouse will not be available for general use by outside organizations. If, however, a Unit Owner is a member of a social or religious group, he will be allowed to use the clubhouse provided he is responsible and present at the meeting. Unit Owners will be required to reserve the clubhouse on forms or in a manner prescribed by the Association on a stipulated reservation system. Meetings or gatherings shall not extend beyond midnight. The Unit Owner who reserves the clubhouse will be responsible for the cost of clean-up and any damages to the clubhouse or its contents. The Association may charge a reasonable advance security deposit for use of the clubhouse.

19. Any owner behind in his/her monthly Home Association dues by two or more months, or any resident/owner with an outstanding fine, will forfeit Clubhouse, pool and voting privileges, as will all those domiciled at that residence. Said residents/owners will not be permitted to participate in pool privileges as a guest. In the event the owner is a non-resident, those living at that residence will

likewise lose said privileges. Any owner behind in monthly dues by two or more months is prohibited from running for a Board position.

20. All Unit Owners will submit a copy of their Homeowner's Insurance Policy; a current copy must be kept on file at all times. All owners will complete a new resident information form and update the Homeowner's Association as needed with any changes.
21. Any Unit Owner wanting to modify concrete within enclosed patios, which is considered Common Area, must submit a Unit Modification Request for review. The Board has the right to determine an appropriate color for all common grounds.

### **Changes in Rules and Regulations:**

The Association may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order in the Condominium, for its care and cleanliness, or for protection of the reputation thereof. When notice of any such alteration, amendment, revocation, or addition is given to any Unit Owner, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

All terms used in these Rules and Regulations which are defined in the Declaration are used herein as so defined.

Compliance with these Rules and Regulations may be enforced by the Board of Directors as provided in the Bylaws.