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# LEAWOOD HOA

## RULES & REGULATIONS

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Leawood HOA Board of Directors

Effective: June 15th, 2014

**LEAWOOD HOA**  
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**TABLE OF CONTENTS**

<u>Subject Matter</u>	<u>Page</u>
I. Overview	3
II. Fines	4
III. Restrictions	
a. Flammable Items	4
b. Defacing Common Elements	4
c. Moves	4
d. Use and Occupancy	4
e. Children	5
f. Leasing Rules	
g. Pets	5
h. Vehicle Policy	8
IV. Community Appearance	9
V. Certain Rules	
a. Satellite Dishes	11
b. Landscaping	11
c. Signs	12
d. Excessive Use of Water	12
e. Inspections	12
f. Sidewalks	12
g. Personal Conduct	13
h. Noise	13
i. Foul Language	13
j. Curfew	13
k. Excessive Water Use Surcharge	13
l. Distribution	13
m. Swimming Pool	14
n. Speed Limit	14
o. Burglaries	14
p. Garage Sales	14
VI. Amendments	15

# LEAWOOD CONDOMINIUMS

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## RULES & REGULATIONS

These rules and regulations have been adopted by the Leawood Condominiums Board of Directors. Owners are required to ensure that they and their tenants comply fully with these rules. The Leawood Board of Directors is empowered by the Declarations and Bylaws to enforce compliance by appropriate means. Additionally, Section 82.102 of the Texas Uniform Condominium Act grants the Board the authority to impose fines for violations of the Declarations, Bylaws and rules of the Association. By actions of the Board, the following compliance policy is effective June 15, 2014.

Owners found in violation of any of these rules or of any provision of the Declarations and/or Association Bylaws subject themselves to fines, the amount of which is listed below. Owners whose tenants, guests and/or invitees are found to be in violation of these rules or other provisions will be subject to the fines listed below. Imposition of the fines may be based upon: (a) OBSERVATION of the infraction(s) by any two (2) owners/residents residing in separate units, (b) by the Association's Managing Agent or (c) a Security Guard and subsequently approved by the Board of Directors. Witnesses of the violations must be willing to sign an incident report prior to any disciplinary action being adopted. Upon receipt of the signatures by a security guard, a warning notice will be placed on the unit door of the violator. One warning notice will be sent prior to implementing fines.

Not later than the 30<sup>th</sup> day after the date of the notice or warning, the unit owner may request a hearing before the Board to contest the fine(s) or damage charge. The hearing will be held at the Management company office or another site as determined by the Board. The unit owner will be allowed a reasonable amount of time and will be given a specific date by which to correct the violation and avoid the fine, unless the unit owner has been given notice and a reasonable opportunity to correct a similar violation within the preceding twelve (12) months.

The imposition of a fine does not preclude the Association from exercising its right under the provisions of Article V 5.3(b) of the Bylaws to enforce compliance through appropriate legal action.

The authority of the Board "to establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium project..." are not limited to this document.

**THE FINE FOR VIOLATION FOR ANY OF THE FOLLOWING IS \$100 PER INCIDENT AND/OR DAY THAT THE VIOLATION REMAINS FOR THE FIRST INFRACTION; REPEAT INFRACTIONS WILL BE FINED \$200 PER INCIDENT AND/OR DAY THAT THE VIOLATION REMAINS; THIRD REPEAT INFRACTIONS WILL BE FINED \$300 PER INCIDENT AND/OR DAY THAT THE VIOLATION REMAINS.**

**IF A VIOLATION CONTINUES BEYOND THE FIRST DAY ON WHICH IT IS OBSERVED, FINES WILL BE IMPOSED FOR EACH DAY ON WHICH THE VIOLATION REMAINS UNCORRECTED.**

**FINES ARE DUE WITHIN 30 DAYS OF ASSESSMENT, AFTER WHICH THEY WILL BE SUBMITTED FOR COLLECTION AND LITIGATION. IF THE ISSUE GOES TO LITIGATION, THE DEFENDANT(S) WILL BE RESPONSIBLE FOR ALL LEGAL COSTS.**

**FLAMMABLE ITEMS:** Exterior fires are strictly prohibited, except for barbecues and then only in accordance with City of Houston ordinances...neither within 10 feet of any structure, nor when a balcony or roof overhangs is above the fire. City of Houston ordinances strictly prohibit the use of an outdoor cooking device on any balcony, patio, landing, common foyer or porch. The storage of gasoline or any other flammable or explosive agent on any property porch, balcony, patio, landing, and common foyer is likewise prohibited.

**DEFACING COMMON OR LIMITED COMMON ELEMENTS:** Defacing or altering common or limited common elements including but not limited to structures, fences, lighting, grounds or foliage is prohibited without the written approval of the Board of Directors.

**MOVING IN OR OUT – RECEIVING DELIVERIES:** Moving vans/delivery trucks are not permitted to load or unload under carports. All drivers of moving vans must check in at the security guard station or Management Office and provide proof of insurance before proceeding to unit. Any damage to the common or limited common elements will be the direct responsibility of the unit owner who violates this rule or whose tenants, guests or invitees violate this rule. Owners or tenants moving in must fill out a resident information sheet completely within seven (7) days of request to do so.

**USE AND OCCUPANCY:**

1. The units at Leawood are restricted for single family occupancy only. This will include those related by marriage and their children (under 18 years old) or those related by blood not to exceed three (3). Roommates may also be permitted provided there are no more adults than the number of bedrooms in the unit.

2. Each unit owner shall maintain his/her unit in good condition and in good order and repair at his/her own expense.
3. No business activity of any kind shall be conducted in any unit or upon any portion of the common area that generates unreasonable visitor or customer traffic. Home office activities are permitted and the Board of Directors reserves the right to be the sole judge of inappropriate business activities.
4. It shall be the individual responsibility of each unit owner, at his/her expense, to provide, as he/she sees fit, homeowner's liability insurance, theft, and other personal property damage/loss insurance.
5. Nothing shall be done or kept in a unit that would cause the increase or cancellation of insurance on a unit or any part of the common areas.
6. Any damage to common area caused by a unit owner, resident or guest thereof will be corrected and the unit charged for the correction/repair.
7. Any common sidewalks, driveways or entrances shall not be obstructed or used by any unit owner, resident or guest for any other purpose other than entrance or exit.
8. All unit owners and residents who are parents or act as guardians for residents or visiting children or teens under eighteen (18) years of age will be held responsible for vandalism or other unlawful activities and/or damages.
9. Unit owners and residents are fully responsible for their children and/or guests' actions. Any child or teen involved in an act of vandalism that refuses to divulge his/her name and address will be turned over to juvenile authorities.
10. No unit owner or resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside or inside his/her unit and/or window, or which may be visible from the outside of his/her unit (other than draperies, curtains or shades of a customary appearance).

#### **CHILDREN:**

1. As a concern for their safety, children must NOT be allowed to play in the parking areas, drives, rubbish areas, construction areas, or to climb on patios, balconies, electrical boxes, access gates where hazards may exist.
2. Parents and guardians are solely responsible for their children's conduct.

#### **LEASING RULES:**

1. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of the Leawood Declarations, Bylaws and rules and regulations and that failure of the lessee to comply with the terms of such documents shall be a default under the lease.

2. All leases shall be in writing and subject to the terms of the Declaration, By-Laws and Rules and Regulations of the Association. In the event that any tenant/occupant violates any restrictive covenant, term or condition contained in the Declaration, By-Laws or Rules and Regulations, such default shall constitute a default under the lease and the owner of such unit shall within ten (10) days following written demand by the Association, declare the lease to be in default, and commence forcible entry and detainer (eviction) proceedings against the tenant/occupant as a result of such default.
3. Each owner shall be required to perform a background check for reviewing, researching and determining the character, criminal background, sex-offender background and/or suitability of each prospective tenant and/or other occupants of his/her unit. The results of this background check shall be provided to the Managing Agent prior to occupancy. Failure to provide such background check on all adult occupants will be subject to a \$500 fine as per Leawood By-Laws.
4. Each owner shall be responsible for and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, or any occupant of the Owner's unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees.
5. Each owner shall be liable to the Association for violations of the Declarations, By-Laws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's unit, or any tenant/occupant's family, guests, employees, contractors, agents, or invitees for costs incurred by the Association to obtain compliance, including attorney fees, whether or not a law suit is filed.

**PETS:** It is unlawful for dogs to be at large unless such a dog is under direct physical control. Dogs with access to streets or sidewalks are considered to be at large. Consent to keep a pet shall be revocable if the pet proves to be a nuisance. No dog is permitted outside a unit unless on a leash and accompanied by the resident. Should a guest bring a dog, caution the guest to use a leash when the pet is outside. No pet is allowed within the enclosed pool areas. No animal may be leashed to any stationary object on the common or limited common areas. Household pets may be kept provided that they do not become a nuisance and are not kept, bred or maintained for commercial purposes. Pet owners are responsible for property damage, injury or disturbances that their pets may cause or inflict. No pet shall be permitted to bark, howl or make other noises for such time as disturbs neighbors' rest or peaceful enjoyment of their homes or the common areas. Owners are responsible for cleaning up after their pet. This shall include elimination of odors emanating from fouled patios. Unit owners who lease their unit are responsible for the conduct of their tenants. Pets left to run loose on the premises may be captured and turned over to the pound as unattended pets. The Association reserves the right to order the removal of any pet that disturbs other residents after two (2) repeated

violations of these rules. Except as herein stated, no animal livestock or poultry shall be brought within or around the units.

1. Number of pets allowed: The maximum number of pets allowed is limited to two (2) per unit.
2. Types of pets allowed: Dogs, domestic cats, fish and birds. Small rodents such as mice, rats, hamsters, guinea pigs and ferrets are NOT allowed due to their ability to escape and bore into walls and attic spaces within buildings. Reptiles and snakes are also NOT allowed. **THE FOLLOWING BREEDS OF DOGS ARE STRICTLY PROHIBITED:** Pit Bull, Rottweiler and Doberman Pincher.
3. Weight Limitation Restrictions: The maximum size of pet allowed is 20 pounds per animal.
4. Health requirements: All pets must have current vaccination tags and and/or certificates as required by the City of Houston ordinance and available for inspection upon request of the Association Board of Directors.
5. Restrictions for the use of the common and limited common areas: Pets may be exercised in the common areas provided they are leashed and the pet owner is in control of the animal at all times. Pet owners are required to clean up after their pets when using the common areas. Individual unit patios may be used to exercise pets but are not allowed to be used as kennels or permanent housing for pets. The pet owner is to keep the patio areas clean and sanitized so as not to create a nuisance for other residents. **NO PATIO OR BALCONY SHALL AT ANY TIME BE BEFOULED BY ANIMAL FECES.** Pets are not to be left in patio areas while the pet owner is away due to pets digging out under fences and escaping. Patio fences are the property of the Association and any modifications to the patio fence must be presented in writing to the Board of Directors for approval. Escaped or stray animals will be caught and turned over to animal control officers.
6. Feeding of animals: The feeding of personal pets must be done within the individual unit. At no time is food to be left outside for animals, including for the feeding of stray cats and/or wild birds due to possible rodent infestation.
7. Noise restrictions: Any pet continuously creating a nuisance due to barking or other, and disturbing other residents will be removed from the property permanently.
8. Breeding of animals: No unit shall be used as a breeding facility for commercial purposes.
9. Damage to the common areas: Unit owners shall be held financially responsible for damages caused by any pet to the common areas including, but not limited to, landscaping, fencing or pool areas.

## VEHICLE PARKING:

1. All vehicles driven by residents and parked on the property must be registered with the Managing Agent and display a Vehicle Registration Sticker.
2. Each unit has one reserved parking in the covered parking areas. Boats, campers and/or trailers may not be parked anywhere on the properties. Parking or storage of inoperable vehicles is prohibited and are subject to tow without notice at the owner's expense. Inoperable vehicles shall include but shall not be limited to the following:
  - a. Vehicles without engines and/or transmissions, including trailers;
  - b. Vehicles without license plates and/or inspection stickers;
  - c. Vehicles with expired license plates and/or inspection stickers;
  - d. Vehicles sufficiently wrecked as to appear inoperable.
3. Vehicles violating items "b" and "c" above will be noted by regular inspection and will be given seven (7) days' notice prior to their removal.
4. No person shall conduct or cause to be conducted major repairs or restoration of any motor vehicle, boat, trailer, aircraft, etc. upon any portion of the common areas.
5. Motorcycles, motorbikes, motor scooters or any similar vehicle shall not be operated within the property except for the purpose of transportation directly from a parking space to a point outside the properties or from a point outside the properties directly to a parking space.
6. Unused or abandoned vehicles will not be permitted on the properties for longer than thirty (30) days.
7. Large commercial type vehicles (i.e., dump trucks, cement-mixed trucks, oil or gas trucks, delivery trucks or any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board) or any recreational vehicle/camper, motor home, truck trailer, boat or mobile home are strictly prohibited from parking or being stored anywhere on Leawood property. Regular passenger cars and vans displaying advertising are acceptable.
8. Covered assigned parking spaces are not storage areas and anything left in parking areas shall be removed without notice.
9. All streets and driveways of this project are private drives. The Association will determine speed, parking and traffic regulations. All residents must carry adequate property damage and personal liability insurance and other insurance to protect fellow residents and the Association from damages.
10. All resident vehicles must display a Leawood parking sticker displayed on the front left side of the windshield, or the fender if no windshield exists, or the fuel tank if no windshield or fender exists.
11. All vehicles must retain the minimum liability insurance required by law.
12. Vehicles must be parked wholly within designated parking spaces and carports.



13. Residents must obey NO PARKING signs and markings. Guests and invitees may park in parking areas designated for that purpose for no longer than 24 hours without a temporary parking permit provide by security guards. No parking is permitted parallel to any exterior perimeter fence, alongside of dumpsters or on any grass. Soiling of driveways with oil, transmission fluid, steering fluid and/or other leaks will be cleaned immediately at owner's expense.

**COMMUNITY APPEARANCE:** No amount of work or expense can keep Leawood looking attractive unless each resident helps to police the properties.

There shall be no **LITTERING** of the common areas. Littering is defined as strewing refuse, rubbish or trash in any part of the common area outside of the trash bins provided.

Do not leave personal property or trash outside the units. Wreathes, banners, flags and other decorative appurtenances are not permitted on the exterior of buildings or in common areas without the written consent of the Board of Directors. Clotheslines inside or outside of limited common or common areas are not permitted. Awnings and other exterior window coverings are not permitted without architectural approval. Interior window coverings must consist of either curtains or mini-blinds. Mini-blinds must be an off white or white color. All draperies or curtains must be fully lined with an off white fabric of sufficient thickness to provide exterior harmony with surrounding units. No aluminum foil or similar reflective material shall be used or placed on doors or windows. Solar film or solar screens require architectural approval. Contact the Management Company if you have questions in this regard. Unsightly or missing doors must be cleaned and/or replaced immediately at the expense of the unit owner.

**ALTERATIONS:** Exterior alterations are not permitted without prior written approval of the Board of Directors. Request an Architectural Approval Form from the Management Company to apply for all alterations. Defacing exterior surfaces in any way is prohibited.

1. Guidelines for interior modifications:
  - a. Modifications of any type to the interior walls, floors or ceilings, other than finish work, must be submitted in an "Request for Approval" form, including any drawings, contractor and/or engineer reports that supplement the "Request for Approval" to the Board of Directors for consideration. Written approval from the Board must be secured prior to the commencement of any work.
  - b. In general, interior modifications will be permitted which does not in any way endanger the structural integrity of the building or any part thereof.
  - c. Construction of approved modifications should be implemented during hours which will not cause neighbors to be disturbed.

- d. Modifications in which any part of a wall, either interior or exterior, would be removed must be submitted in a "Request for Approval" form including any drawings, contractor and/or engineer reports that supplement the "Request for Approval" to the Board for consideration. Prior to the commencement of any work, Board approval must be secured in writing. Verbal approval is not sufficient.
- e. Electrical wiring must be done by a licensed electrician in accordance with City of Houston standards and permitted pursuant to applicable law. All wiring must be of the proper size for the purpose served and must have proper connections terminating in a junction box.
- f. All floor covering installed on the second story units must be wall to wall carpet with rubber or foam padding underneath with the exception of the kitchen, bathrooms and laundry rooms. These areas may have tile, sheet vinyl or any other appropriate material.

2. Guidelines for exterior modifications:

- a. All exterior modifications must be submitted in writing to the Board for approval. Written Board approval must be secured prior to the commencement of any work. Verbal Board approval is not sufficient. Modifications of exterior means anything which is affixed or placed onto the exterior building, grounds, including landscaping, or within a patio or fence which is visible outside the fenced patio.
- b. All approved modifications must be properly maintained by the individual owner. The Association will repair any approved modification not properly maintained and will assess the Owner for same and will require reimbursement within fourteen (14) days without exception. All sales of units which have been modified must include an agreement in which purchaser agrees to maintain such modifications.
- c. Modifications to the exterior must be submitted in a "Request for Approval" form, including any drawings, contractor and/or engineer reports that supplement such "Request for Approval" to the Board. Written Board approval must be secured prior to commencement of any work.
- d. Aluminum foil, cardboard, bed sheets, etc., are not considered as approved coverings for windows. Window coverings of any color other than white or off white are not permitted.
- e. All interior and/or exterior burglar bars require Board approval prior to installation.

## **SATELLITE DISHES:**

1. Satellite dishes may not be installed prior to written authorization by the Association Board of Directors.
2. Application for satellite installation may be requested from the Managing Agent. The Managing Agent must be notified in writing of satellite dish removals.
3. No more than two (2) satellite dishes per unit are allowed. Permitted satellite dishes may NOT exceed eighteen inches (18") in diameter. All satellite dishes must be professionally installed.
4. It is preferred that they are professionally installed within the unit's patio or balcony air space and mounted as much out of sight as possible on a pole, post or stand.
5. No installations on building roofs are permitted.
6. Should the satellite dish be removed, all screw holes must be patched and painted including those associated with the cable. Should an owner fail to repair these holes, the Association will make arrangements for the repairs and charge the cost to the unit owner.
7. Any damage done to a building, an owner's unit or neighboring units caused by the installation or removal of a dish will be the financial responsibility of the unit owner.
8. The Association will NOT be responsible for any injuries incurred as a result of a satellite dish or removal.
9. The Association shall have the right to require reasonable screening of all cables and wires as shall be determined at the sole discretion of the Board of Directors.

**LANDSCAPING:** The landscaping is a valuable part of the properties and residents shall be financially liable for damage, mutilation, or defacing thereof for which he/she is responsible. With the exception of enclosed patios and balconies, all areas will be maintained by the Association. Enclosed patios and balconies are to be landscaped and maintained by the unit owner. Plants, trees or other landscaping cannot extend past the top of the patio fence. Plant containers may not be placed upon the railings of balconies, patios or stairways. Residents are permitted to place up to two (2) terra-cotta flower pots (not to exceed 10 inches in diameter) in the common areas around the front door of the unit, provided the plants are kept in good condition and have plant protectors underneath. An unlimited amount of plants (with plant protectors) may be placed on balconies provided they do not exceed thirty (30) pounds per square foot. No other items are permitted on sidewalks, entrances, passages, or stairways. Water hoses are not permitted in common areas when not in use. Plants, planters placed in common areas may be removed at any time by the Association without reimbursement. Items stored on balconies or patios may not exceed 30 pounds per square foot.

**SIGNS:** No resident of the condominium shall post any advertisement, signs or posters of any kind anywhere on the properties except as authorized by the Association.

**EXCESSIVE USE OF WATER:** Squandering and blatant misuse by running hoses or interior fixtures, or failure to maintain interior fixtures (i.e., commodes, sinks, etc.) is prohibited. Damage to individual owner's fixtures, improvements, personal items or Association property caused by the malfunction or breakage of another unit owner's fixtures, personal items or improvements is the responsibility of the unit owner where the malfunction or breakage occurred.

**INSPECTIONS:** The Association through its Board of Directors and/or managing agent reserves the right to inspect units for malfunction of fixtures or other items in disrepair with reasonable notice given to unit owner or tenant. In the case of an emergency (determined by the Board of Directors and/or the managing agent) no prior notice is required. If a repair is necessary, the cost of such repair will be the sole responsibility of the unit owner.

**SIDEWALKS, ENTRANCES, ETC.:** Sidewalks, entrances, passages, common foyers and stairways must not be obstructed or used for any purpose other than ingress and egress. Balconies and patios may be used for storage purposes as long as (1) the items are not visible from any common area; (2) the items stored will not affect the value of the unit and/or complex and not cause the Association's insurance to increase or be canceled; (3) the items stored do not exceed 30 lbs. per square foot; (4) the items stored do not erode, distort or deteriorate the limited common area.

1. The storage of bicycles will be allowed in balconies and patios as long as they are not seen from driveways or sidewalks.
2. Riding bicycles, skateboards and roller skates are not permitted on driveways.
3. No furniture other than outdoor type furniture will be allowed on any balcony. Patio furniture may be left on the balconies and patios. Umbrellas must be in the down position when not in use. Nothing is permitted to be stored under carports.
4. Storage of barbecue cookers will be allowed in patios and balconies only. Storage of barbecue cookers is not allowed in carports or in common areas. The use of barbecue pits is not allowed in patios or on balconies. Barbecue cookers must be at least ten (10) feet away from the building when in use, as required by the City of Houston Fire Code.
5. Should the Association incur expenses in moving items violating the aforementioned rules, such as a contractor, those expenses will be assessed to the unit owner.

**PERSONAL CONDUCT AND SOCIAL GATHERINGS:** Activities about the premises must be conducted in a manner that does not interfere with the rights, comforts or convenience of other residents. Social gatherings are welcome provided that such gatherings are not allowed to become noisy or objectionable to other residents. Unit owners are solely responsible for their tenants' guests and/or invitees. Quiet enjoyment of the premises is a right to all residents. Loitering is not allowed in the common areas.

**NOISE AND ILLEGAL ACTIVITIES:** Owners and occupants shall at all times exercise extreme care to avoid making, or permitting to be made loud or objectionable noises coming from their unit or vehicles, and in using or playing or permitting to be used or played musical instruments, radios, stereos, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb owners, tenants or other occupants of Leawood Condominium units. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of Leawood Condominiums.

**FOUL LANGUAGE:** The hurling of foul language - including obscenities, cursing, lewd language, indecent, lascivious and vulgar language - at members of the Board of Directors, security officers, the management agent and other residents is strictly prohibited and shall be fined.

**CURFEW:** Leawood shall be under curfew at 10:00 PM through 6:00 AM on Sundays through Thursdays and at 11:00 PM through 6:00 AM on Fridays and Saturdays. Residents must be indoors during curfew hours, especially minors.

**EXCESSIVE WATER USE SURCHARGE:** The approved occupancy rate for Leawood units is 2 persons for one-bedroom units and 4 persons for two-bedroom units. Higher levels of occupancy will result in an excessive water use surcharge of \$100 per person per month.

**DISTRIBUTION OF UNAUTHORIZED FLYERS:** The distribution of flyers, leaflets, newsletters and pamphlets to Leawood residents requires written Board of Directors approval, except for the month preceding a Board of Directors election. The distribution of unauthorized flyers, leaflets, newsletters and pamphlets will result in a \$500 fine per count.

## **SWIMMING POOL FACILITIES:**

1. Residents have first priority in the use of the pools; guests shall have second priority.
2. Youth sixteen (16) years old and under are not allowed in the pools without an adult in attendance at all times.
3. All guests must be accompanied by an adult resident.
4. Pets are not allowed in the pool areas at any time as prohibited by the City of Houston Ordinance.
5. Swimming pools shall close at 10:00 PM Sunday through Friday and 11:00 PM on Saturdays. Residents and guests using the pools must be considerate of others with regard to noise levels at all times. No foul language is permitted at any time.
6. Glass objects are not allowed around the pools. Place all trash in the trash cans; do not leave liter in the form of paper or cans in the pool areas.
7. Radios and CD players must be played softly so as not to disturb other guests.
8. No running, horseplay or boisterous behavior is permitted in the pool areas. Persons violating this rule will be held responsible for injury or damage resulting therefrom and will forfeit their right to use the pools.
9. Pool gates must be latched at all times.
10. No barbecue pits are allowed in the pool areas.
11. Babies in diapers are not allowed in the water.
12. Only appropriate swimming attire is allowed.
13. No private parties are allowed in the pool areas.

**SPEED LIMIT:** The speed limit for the driveways is 15 miles per hour.

**BURGLARIES AND VANDALISM:** All acts of burglary and vandalism must be reported immediately to the police.

**GARAGE SALES:** Garage, moving and lawn sales are prohibited from being held in the community.

## AMENDMENTS, ADDITIONS AND ENFORCEMENT:

1. The Board of Directors shall make other rules and regulations as may be necessary. Notice of any additional rules and regulations will be given to owners in writing.
2. The Managing Agent will assess fines to unit owners when unit owners, tenants, guests, invitees, etc. fail to comply with any or all of the above rules, regulations and By-Laws.
3. All violations of the Rules of the Association shall be verified by a member of the Board of Directors, the Managing Agent, or may be substantiated by a written report by one or more owner or resident at the property. Upon verification of the violation of the rules, or based upon a satisfactory written report(s) of owner or resident(s), the Association shall, through its Managing Agent, forward written notice of the violation(s) to (i) if the unit is occupied by the owner, to the owner, and (ii) if the unit is occupied by a tenant, to the owner and tenant.
4. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the violation must be corrected and avoid a fine or other enforcement action and (3) notify the owner that a fine will be levied against the owner unless the violation is corrected within the stated period of time. The owner of the unit shall be responsible for the fine notwithstanding that the violation was caused by a tenant or guest. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist.
5. Not later than the thirtieth (30<sup>th</sup>) day after the date of such notice, the owner may request a hearing before the Board to contest the fine.
6. The opportunity to correct the violation and avoid the fine will NOT be given if a similar violation occurred in the preceding twelve (12) months.
7. Owners shall be liable to the Association for violations of these Rules and Regulations by the owner, an occupant of the owner's unit, whether tenant, resident, of the owner's/resident's/tenant's family, guests, employees, contractors, agents, or invitees, and for all costs incurred by the Association to obtain compliance, including attorney fees, whether or not law suit is filed.
8. In addition to the foregoing, in the event these rules are violated, the Association may bring action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. The Association shall be entitled to collect reasonable attorney fees, costs and expenses incurred in the enforcement of these rules.

## AMENDMENTS, ADDITIONS AND ENFORCEMENT:

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2. The Managing Agent will assess fines to unit owners when unit owners, tenants, guests, invitees, etc. fail to comply with any or all of the above rules, regulations and By-Laws.
3. All violations of the Rules of the Association shall be verified by a member of the Board of Directors, the Managing Agent, or may be substantiated by a written report by one or more owner or resident at the property. Upon verification of the violation of the rules, or based upon a satisfactory written report(s) of owner or resident(s), the Association shall, through its Managing Agent, forward written notice of the violation(s) to (i) if the unit is occupied by the owner, to the owner, and (ii) if the unit is occupied by a tenant, to the owner and tenant.
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5. Not later than the thirtieth (30<sup>th</sup>) day after the date of such notice, the owner may request a hearing before the Board to contest the fine.
6. The opportunity to correct the violation and avoid the fine will NOT be given if a similar violation occurred in the preceding twelve (12) months.
7. Owners shall be liable to the Association for violations of these Rules and Regulations by the owner, an occupant of the owner's unit, whether tenant, resident, of the owner's/resident's/tenant's family, guests, employees, contractors, agents, or invitees, and for all costs incurred by the Association to obtain compliance, including attorney fees, whether or not law suit is filed.
8. In addition to the foregoing, in the event these rules are violated, the Association may bring action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. The Association shall be entitled to collect reasonable attorney fees, costs and expenses incurred in the enforcement of these rules.



THE FINE FOR VIOLATION OF ANY PROVISION OF THE DECLARATIONS OR BYLAWS NOT LISTED ABOVE IS \$100 FOR THE FIRST INFRACTION, \$200 FOR THE SECOND INFRACTION AND \$300 FOR THE THIRD INFRACTION.

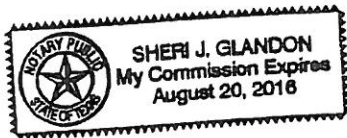
FINES ARE DUE WITHIN 30 DAYS OF ASSESSMENT, AFTER WHICH THEY WILL BE SUBMITTED FOR COLLECTION AND LITIGATION. IF THE ISSUE GOES TO LITIGATION, THE DEFENDANT(S) WILL BE RESPONSIBLE FOR ALL LEGAL COSTS.

APPROVED BY THE LEAWOOD BOARD OF DIRECTORS:

*Werner W. Weiss*

Werner W. Weiss – President

SUBSCRIBED AND SWORN TO BEFORE ME, by WERNER WEISS - PRESIDENT OF BOARD OF DIRECTORS FOR LEAWOOD HOA, on this 6<sup>th</sup> day of 10<sup>th</sup> JUNE, 2014, to certify which witness my hand and seal of office.



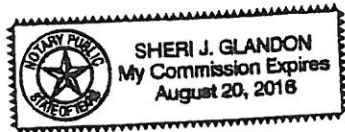
*Sheri J. Glandon*

Notary Public, Sheri J. Glandon, in and for The State of Texas

My Commission Expires: 8/20/2016

x Carrol Creswell  
Carrol Creswell – Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, by CARROL CRESWELL - TREASURER OF BOARD OF DIRECTORS FOR LEAWOOD HOA, on this day of JUNE, 2014, to certify which witness my hand and seal of office.

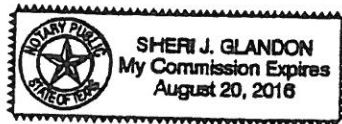


Sheri J. Glandon  
Notary Public, Sheri J. Glandon, in and for  
The State of Texas

My Commission Expires: 8/20/2016

Patricia Shittu  
Patricia Shittu – Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, by PATRICIA SHITTU - SECRETARY OF BOARD OF DIRECTORS FOR LEAWOOD HOA, on this day of JUNE, 2014, to certify which witness my hand and seal of office.

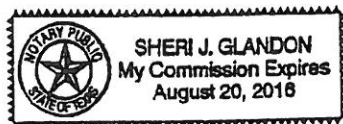
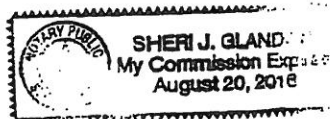


Sheri J. Glandon  
Notary Public, Sheri J. Glandon, in and for  
The State of Texas

My Commission Expires: 8/20/2016

Bok Soon Kim  
Bok Soon Kim – At Large

SUBSCRIBED AND SWORN TO BEFORE ME, by BOK SOON KIM – MEMBER-AT-LARGE OF BOARD OF DIRECTORS FOR LEAWOOD HOA, on this day of JUNE, 2014, to certify which witness my hand and seal of office.



Sheri J. Glandon  
Notary Public, Sheri J. Glandon, in and for  
The State of Texas

My Commission Expires: 8/20/2016

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**FILED**

2014 JUN -9 PM 12: 16

*Stacy Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JUN - 9 2014



*Stacy Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS