

Colonial Square Homes, Inc.

Rules and Regulations

Violations of the Rules and Regulations are violations of the Occupancy Agreement. Members are responsible for themselves, **occupants** of their household and any guests who violate these rules while on the property. Members are notified of rules violations by the on-site office, the managing agent or the corporate attorney. Violations could result in a grievance meeting with the board of directors and the corporate attorney.

Members found in violation may be issued a right to cure the violation; or in the case of serious or repeated violations, the Occupancy Agreement may be terminated and a lawsuit filed for eviction.

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FEBRUARY 2016

SECTION - A - Antennae

Antennae are allowed only within the member's home. Citizen Band antennae are not allowed.

SECTION - B - Bicycles, Tricycles, and Big Wheels

Bicycles, tricycles, Big Wheels and similar vehicles must be kept inside the unit or in the backyard by the unit.

SECTION - C - Building Exterior

No holes of any kind may be punched into the siding. This includes, but is not limited to, hooks for hanging plants or flagpole holders. **Flag holders may be attached to the brick façade.**

SECTION - D - Carrying Charges and Other Payments

1. Your monthly payment of carrying charges for your unit is due on or before the first day of **every** month and delinquent after the 10th. Payments may be mailed, hand delivered and put in the drop box at the office or paid on line through the resident portal.
2. Payments received after the 10th of the month must include late charges and be paid with a money order or cashier's check.
3. Checks returned for "Insufficient Funds" must be repaid with a money order or cashier's check including late charges and a returned check charge.
4. A notice of default will be sent to any member whose payments are not received on the due date and time. Payment that has not been received 10 days from the date of the default notice will be sent to the attorney, and attorney fees will be charged to the member's account.
 - A. Carrying Charges are due on the **1st of every month.**
 - B. Carrying Charges are delinquent after the 10th. If the 10th falls on a weekend or holiday, payment must be received by 8 a.m. the next business day.
 - C. Members' **accounts** are sent to the attorney 10 days following the date of the default notice.
 - D. The member is responsible for attorney fees and the filing fee at the prevailing rate.

- E. Monthly statements will be sent to members who have balances due or credits greater than \$5.

SECTION - E - Charge Limit/Payment Method

Members can charge from \$50 to \$600 to their account. The balance must be paid within six months in equal monthly installments. (1/6 of original amount charged).

SECTION - F - Clotheslines

Only umbrella style clotheslines are permitted and must be within fenced yards.

SECTION - G - Clubroom Rental

1. The cooperative provides a clubroom. The rental of the clubroom is handled by the co-op office.
2. A member renting the clubroom is responsible for all actions and any damage caused by his or her guest while on Colonial Square property.

SECTION - H - Combustibles: Gasoline/Kerosene/Fireworks/Fire Pits/Chimineas

1. No gasoline or gasoline engines of any kind are allowed inside units. Absolutely no kerosene heaters or wood stoves allowed.
2. Combustible liquids or devices are not to be kept inside units. They must be stored outside in a secure container with a lid. Household cleaners must be stored away from any ignition source.
3. Only U.L.-approved electric heaters with a safety shut-off will be allowed as an added heating method.
4. Fireworks, illegal by Kansas City ordinance and Colonial Square policy, are absolutely prohibited on Colonial Square property.
5. Members must observe the following sections from Kansas City code, Section 26-307.1.

``It shall be unlawful for any person, firm, corporation, partnership, association, organization or governmental agency, properly regulated by the City, to burn or cause to be burned any

bonfire, nor shall any such person or entity dispose of rubbish by open burning, or cause, allow or permit open burning of rubbish.

“(c) Fires used for recreational purposes, or fires used for the noncommercial preparation of food such as barbecuing shall be in accordance with section 26-307.

“A. Sec. 26-307.5. Freestanding cooking device. It shall be unlawful to use, store or maintain a freestanding cooking device on the balcony, deck or patio of a multifamily dwelling containing more than four units unless: (1) such device uses only natural gas supplied by a fixed pipe; or, (2) such device is at a distance that is not less than ten (10) feet from the structure of the multifamily dwelling and uses only natural gas, charcoal, wood or liquid propane.

“B. Sec. 26-307.5.1. Recreational fire device. It shall be unlawful to use, store or maintain a recreational fire device, such as a chiminea, patio fireplace, patio heater or similar device, on the balcony, deck or patio of a multifamily dwelling containing more than four units unless: (1) such device uses only natural gas supplied by a fixed pipe; or (2) such device is at a distance that is not less than ten (10) feet from the structure of the multifamily dwelling and uses only natural gas, charcoal, wood or liquid propane.”

SECTION - I - Complaint Procedures

1. Any complaint regarding neighbors, cooperative staff or conditions at the cooperative must be submitted to the office in writing. A complaint form can be obtained from the office or from the Colonial Square website, www.colonialsquarehomes.com, and must be signed by the complaining member.
2. Further procedures for handling grievances and complaints are available at the office.

SECTION - J - Criminal Activity

The following activities are “defaults” of the Occupancy Agreement.

1. Drug-related criminal activity engaged in, on or near the premises by the member, a person of the member’s household, a guest or another person under the member’s control and any such activity engaged in on the premises by any other person under the member’s control.
2. Determination made by the cooperative that a pattern of illegal use of a drug exists.
3. Determination made by the cooperative that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
4. Criminal activity by the member, a person of the member’s household, a guest or another person under the member’s control:

- A. That threatens the health, safety or right to peaceful enjoyment of the premises by other residents including property management staff.
 - B. That threatens the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises.
5. If the member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony or misdemeanor.
 6. If the member is violating a condition of probation or parole of a felony.
 7. Determination made by the cooperative that a member, a person of the member's household, a guest or another person under the member's control has abused or has a pattern of abuse that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
 8. If the cooperative determines that the member, a person of the member's household, a guest or another person under the member's control has engaged in criminal activity, regardless of whether the member, a person of the member's household, a guest or another person under the member's control has been arrested or convicted for such activity.

SECTION - K - Deliveries

No deliveries will be accepted at the Colonial Square office for members. No keys will be given to companies making deliveries, pick-ups or repairs at the member's unit.

SECTION - L - Emergency Service

For emergency service (after office hours), call the cooperative office, (816) 452-6664, for the emergency number. All emergency work-order calls must go through the answering service. Because non-emergency calls cost you and the cooperative considerable dollars over a period of time, a maintenance charge for non-emergency calls will be assessed.

Please do not contact the staff directly.

Approved emergency calls:

1. Toilet stopped up – this applies if there is only one bathroom*
2. Bathtub stopped up*
3. Kitchen sink stopped up (weekends only)*

4. Main sewer line stopped up*

*Do not use any chemical in tub, stool or sink drain.

5. Water line frozen or broken
6. Electricity off
7. Pilot light out
8. No heat – applies when outside temperature is below 55 degrees
9. Gas odors in unit (Call your natural gas service provider.)
10. Refrigerator quits working
11. Lock out – a maintenance charge applies
12. Security problems such as broken locks on doors or broken windows

SECTION - M - Exterminations

1. The cooperative provides one extermination at no charge to the member annually when the complete building (all units) is done. Should you desire additional extermination services, please contact the office to place a work order. Charges apply for additional services.
2. Members are notified in the monthly newsletter of the extermination schedule.

SECTION - N - Fans

1. Attic fans are considered an improvement. Trusses are on 24-inch centers. Do not cut trusses.

Specifications:

- A. Installed in the hall only.
- B. Approximately 30 inches square in size; equipped with closing louvers.
- C. Must be installed by a licensed electrician.

- D. Wiring must be on a separate breaker.
 - E. Maintenance superintendent will inspect all completed work.
2. Ceiling fans may be installed in an existing electrical source. A licensed electrician must install fans that would require additional wiring.

SECTION - O - Heating and Cooling

1. Air conditioners
 - A. An alteration/installation permit must be submitted and approved prior to installation of central air or window units. Specific guidelines are available from the office.
2. Furnaces
 - A. Furnace-connected humidifiers and kerosene heaters are not allowed.
 - B. Any repairs or replacements related to the cooling system will be the obligation of the member.
 - C. Colonial Square will be responsible for the heating components.
3. Furnace alterations
 - A. The only alteration allowed to your furnace is the addition of central air conditioning. Maintenance will not repair nor will Colonial Square be responsible for a furnace alteration.
4. Furnace Filters
 - A. The cooperative will change the furnace filters during annual inspections at no charge to the member. Every month after the annual inspection, it is the member's responsibility to change the filter on the furnace.
 - B. Furnace filters may be [purchased](#) at the office at the current rate.

SECTION - P - Household Trash

1. Household trash must be disposed of properly in a closed trash bag and must not be left outside the dumpster. Do not throw trash into a dumpster that is already overfilled. Take it to a nearby dumpster. Members will be assessed a charge for trash that must be cleaned up by the Maintenance Department.

2. Do not place items in front of the dumpster **because this** will prevent the trash truck from picking up the dumpster to empty it.
3. Climbing into and playing around **or in** the dumpsters are prohibited.
4. Cat litter, dog feces and disposable diapers must be contained in tied plastic bags prior to placing in dumpster.
5. All leaves, limbs, trimmings and grass clippings must be placed in paper bags and brought to the maintenance building.
6. Large items such as appliances, carpet and furniture must be brought to the dumpsters at the office.
7. If you are physically unable to bring bags to the maintenance building or large items to the office dumpsters, call in a work order. **A charge will apply.**

SECTION - Q - Housekeeping Standards

Members are required to abide by the housekeeping standards of the cooperative. Housekeeping violations are considered as a whole. An individual or occasional deviance from the standards will not result in a grievance hearing or default of the **Occupancy Agreement**. However, frequent and severe housekeeping violations that constitute sanitation or health threats to the members of a household or to others in the cooperative could result in probationary tenancy or eventual loss of membership.

1. Inside the dwelling

A. General

1. Walls - "Cork" wall covering may not be installed or sold as an improvement.
2. Floors - Clean frequently to avoid tripping hazards or water damage.
3. Ceilings - Clear cobwebs regularly.
4. Windows - Clean frequently and do not nail them shut. Shades or blinds should be intact.
5. Woodwork - Take care not to scratch or gouge.
6. Doors - Locks must work.
7. Heating units - Dust frequently and ensure a minimum **access** of 36 **inches** for repairs and safety.

8. Trash must not be left in the unit **and** should be disposed of immediately in dumpsters provided.
9. Entire unit must be free of rodents and insect infestation.
10. Hallways - keep free of tripping hazards.
11. Laundry areas should be clean. Remove lint from dryers after every use. Only aluminum or galvanized pipe may be used for venting dryers.

B. Kitchen

1. Stove - Remove food and grease buildup frequently.
2. Refrigerator - Clean frequently. Doors must close properly.
3. Cabinets - Cabinet surfaces should be cleaned frequently to remove grease buildup and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Countertops should be cleaned frequently. Do not use sharp utensils, knives or ice picks to cut directly on countertops.
5. Sink - Keep clear of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Range hood - Remove grease buildup frequently.
7. Food storage areas should be clean without spilled food.
8. Trash/garbage should be stored in a covered container until removed to a dumpster.

C. Bathroom

1. Toilet and tank - Clean and deodorize frequently.
2. Tub and shower - Clean frequently to prevent mold and mildew. Shower curtains should be adequate in length. Exhaust fan should be on when showering or bathing to prevent damage to ceiling texture from moisture.
3. Lavatory - Clean frequently.
4. Exhaust fans - Dust frequently.
5. Floor - Clean frequently and never leave standing water.

D. Storage areas

- a. Closets should be clean. No flammable materials should be stored in the unit. Other storage areas should be clean and free of hazards.

2. Outside dwelling unit

- a. Yards should be free of debris and trash.
- b. Porches should be clean and free of hazards. Summer items **such as chairs and planters** should be brought inside at the end of the season to allow adequate snow removal on front porches.
- c. Steps should be clean and free of hazards.
- d. Sidewalks should be clean and free of hazards.
- e. Storm doors should be clean and free of hazards.

SECTION - R - Improvements to Units or Grounds

1. Improvements/alterations to units or grounds in Colonial Square Homes, Inc., must be pre-approved by the Board of Directors or its designated employee/agent, or **an alteration is** subject to removal at member's expense.
2. An Alteration Permit must be completed, submitted and approved before any work begins. An invoice for completed work must be submitted to accompany the Alteration Permit before an improvement is recognized.
3. Work outlined on the permit must be completed and invoices submitted within six months. After that time, authorization expires and the request must be resubmitted.
4. Members must obtain permission in writing from the Maintenance Superintendent before trimming, cutting back or removing bushes, trees, decorative rocks or pavers and other enhancements.
5. The board of Colonial Square may revoke approval for an alteration if the allowed change falls into disrepair or creates a nuisance or danger – termites in wooden decks or ground timbers, for example. The member will be given a reasonable time to correct the situation to the board's satisfaction. Failure to comply will result in charging the member for all restoration costs.
6. **In basements**, painting of gas, water or other utility lines/pipes is prohibited. Restoration of the lines will be remedied at the discretion of the cooperative when discovered, then charged to the member.

7. Nothing other than suspended ceilings may be installed in basements.
8. The installation of any additional wiring, outlets, junction boxes or other such installations must be performed by a licensed electrician.

SECTION - S - Kitchen Cabinets

1. Kitchen cabinets cannot be painted.
2. Members wanting to alter or add to the kitchen cabinets must have an Alteration Permit form filled out and approved by the Board of Directors before any work has begun. Members will be charged for restoring the cabinets to the original condition if there is not an approved permit in their file.

SECTION - T - Keys/Locks and Lockouts

1. All exterior locks must be a co-op provided lock.
2. The Maintenance Department may duplicate keys. Applicable fees will apply.
3. Only the Maintenance Department can unlock the door for occupants who become locked out of their units. There will be a standard charge for this service during business hours. After hours, on weekends or holidays, an overtime rate will be assessed and is payable with the next month's carrying charge. Unlocking units will not be performed during the lunch hour.

SECTION - U - Lawn Mowers

1. Occupants using cooperative lawn mowers must sign them in and out and be at least 13 years old.
2. Mowers must be checked out no later than 4 p.m. and must be returned by 4:45 p.m. the same day.

A mower not returned by 4:45 p.m. will become the responsibility of the member who checked it out. A maintenance charge will be assessed to secure return of the lawn mower. The member will be responsible for damage or replacement of the lawn mower.

SECTION - V - Maintenance Work Orders

1. To place a work order for repairs needed in your unit, call the co-op office at (816) 452-6664.
2. A service charge applies to chargeable work orders such as a broken window, torn screens and any other damage or repairs not covered by the cooperative. This charge is the current rate posted at the office plus material costs and is due with the next month's carrying charge.
3. For maintenance work requiring 10 minutes or less to complete, the member will be charged the current minimum rate posted at the office.
4. For maintenance work requiring more than 10 minutes, members will be charged the hourly posted rate.
5. No maintenance equipment, tools, ladders or dollies will be loaned to members or employees.

SECTION - W - Membership

1. Membership is a privilege and can be revoked. Any member on the household composition who has had a felony conviction may be subject to denial of membership at the board's discretion.
2. Members of Colonial Square agree not to use their unit for unlawful activities or allow any family members, visitors or guests to use the unit and engage in any illegal activity.
3. The members of Colonial Square agree to keep their units clean and to use all appliances, fixtures and equipment in a safe manner and only for the purpose intended in compliance with cooperative Housekeeping Standards.
4. Members cannot destroy, deface or remove any part of the unit, common areas or grounds. The playground areas, including the basketball court, are intended for members and their accompanying guests only. Only one guest per household member is allowed.
5. Members must give prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities.
6. Membership Transfer
 - A. Transfer to household composition resident
 1. If a member wants to transfer his or her membership to someone already listed on the household composition, the member may do so if that person qualifies under the guidelines set forth for becoming a member in the cooperative. An applicant for transfer of membership must have lawfully resided in the unit for 6 months

immediately prior to transfer without violation of any of the rules and regulations of the cooperative.

2. A recertification is required.

3. An inspection of the unit should be performed listing any structural damage such as holes in walls or doors. This structural damage must be corrected prior to approving the membership transfer. A complete rehab of the unit will not be necessary.

B. Transfer to non-household composition resident – not allowed

If a member wants to transfer his or her membership to someone not listed on the household composition, this will not be allowed. They must place their membership on the market for sale and normal procedures must be followed.

C. Adding a co-member

If a member(s) wants to add someone to the Membership Certificate and Occupancy Agreement as a co-owner, they may do so if that person qualifies under the guidelines set forth for becoming a member in the cooperative. A new Membership Certificate and Occupancy Agreement shall be issued upon arrival.

D. Removal of a member

A member can be removed from the Membership Certificate and the Occupancy Agreement if the remaining member qualifies under cooperative guidelines for becoming a member. A new Occupancy Agreement will be signed and a new Membership Certificate issued to the remaining member. If a member has been removed due to death or divorce, the remaining member is not required to requalify.

E. All financial obligations must be met before any membership transfer can be completed.

F. Reminder: No subleasing is allowed without Board permission pursuant to the Occupancy Agreement. If there is a violation of the Occupancy Agreement due to subletting, the subletter cannot be considered for transfer of membership or purchase.

G. Reminder: Any person residing with a member or a renter for 30 days or more must be added to the household composition immediately.

H. Members will be required to update their information biennially. This includes household composition, vehicle registration, pet registration and any other necessary documentation.

SECTION - X - Mold and Mildew

1. Members must provide appropriate climate control, keep their units clean and take other measures to retard and prevent mold and mildew from accumulating in their units.
2. Members must clean and dust the unit on a regular basis and remove visible moisture accumulations on windows, walls and other surfaces as soon as reasonably possible.
3. Members must not block or cover any heating, ventilation or air conditioning ducts in their units.
4. Members need to report immediately to the management office:
 - A. Any evidence of a water leak or excessive moisture in the unit
 - B. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area
 - C. Any failure or malfunction in the heating, ventilation or air conditioning systems
 - D. Any inoperable doors or windows
 - E. Members are responsible for damage to their unit and their property as well as for and injuries to themselves and occupants that result from failure to comply with this rule.

SECTION - Y - Patios, Decks and Sheds

Decks, patios and sheds will be allowed with an approved Alteration Permit. Decks, patios and sheds must meet specific guidelines and all must be **pre-approved**. After the work is completed, maintenance must inspect and approve the alteration. Any change suggested by maintenance must be made immediately. The office maintains a list of units and specifications allowed.

1. Decks
 - A. **Every** deck will be considered individually with approval subject to building configuration and terrain.
 - B. No deck, block patio or any other structure may be added to your backyard without an approved alteration permit. If you fail to obtain an approved alteration permit prior to construction, the improvement will be removed by maintenance and the member will be charged.
 - C. A member is allowed to brick in around the deck on the ground to create a walkway.

D. Maintenance must be consulted before the deck is put in. Either the deck builder or maintenance will stake out the deck.

2. Patios

A. Every patio must be considered individually for quality of material and workmanship and sloped so as to cause drainage away from the building.

B. Patios must be pre-approved through an Alteration Permit by the Board of Directors of Colonial Square, pass inspection for quality of material and workmanship and sloped so as to cause drainage away from the building.

C. No poured concrete patios will be allowed. Only brick or stone may be used, as it must be removable to allow utility companies access.

3. Sheds

A. An alteration permit is necessary and should include the size, color, and price of the shed. The permit must be approved by the maintenance department prior to purchase by the member.

B. Two sizes are acceptable – either sheds measuring approximately 60 inches wide, 36 inches deep and 48 inches high or sheds measuring approximately 30 inches wide, 24 inches deep and 72 inches high.

C. Members may have one shed similar to the Rubbermaid brand.

D. Tall, vertical sheds must be placed next to the building. Sheds cannot be placed away from the unit unless the member has a fenced yard. Only the short shed will be allowed against fences. Sheds cannot be taller than the fence.

E. Sheds in unfenced yards must be against the back of the unit and cannot extend into the neighbor's yard.

F. Members will be responsible for keeping grass and weeds trimmed around the sheds.

G. Shed doors must be kept closed.

SECTION - Z - Pets

The cooperative is not responsible for any stray animals. If you do not know who owns an animal, call Kansas City Animal Control for the animal to be picked up.

1. Guidelines for registration of pets

- A. Only one (1) pet per unit is allowed.
 - B. At maturity, the dog can weigh no more than 30 pounds and stand no taller than 24 inches at the shoulder.
 - C. All pets will be registered with the office along with proof of current vaccinations.
 - D. No exotic pets such as snakes and monkeys are allowed.
2. Guidelines concerning your responsibility as a pet owner
- A. Your pet will not make unreasonable noise.
 - B. Dogs are not to be tied outside in unfenced yards.
 - C. Yards must be kept clean of pet waste.
 - D. The pet will not be allowed out of the townhouse or fenced backyard except when restrained by a leash and accompanied by a responsible person.
 - E. When walking pets, always carry the necessary equipment and clean up after the pet.
 - F. Any pet that attacks or bites a person will be removed from the cooperative at the discretion of the Board of Directors.
 - G. All litter and dog feces must be disposed of in sealed plastic bags.
3. Pet violations procedure
- A. Letter procedure for pet complaints:
 - 1st letter: Send offender a violation form letter.
 - 2nd letter: Send offender a reminder letter.
 - 3rd letter: After the third violation, a grievance hearing is scheduled.

SECTION - AA - Pools/Slip-N-Slides

- 1. Plastic swimming or wading pools no larger than six feet in diameter and no more than 21 inches in depth will be allowed.
- 2. Pools must be emptied when not in use.
- 3. Pools must never be left unattended.

4. Pools must be stored in the backyard next to the unit during the summer months and indoors for winter.
5. Pools can be set up only on the grassy area of your yard.
6. Slip-N-Slides are not allowed.

SECTION - BB - Recertification

The cooperative office will mail the required forms to each member for completion at the appropriate time. The forms must be completed as instructed and returned to the office.

SECTION - CC - Satellite Dish, Cable and Internet Service Provider Placement Requirements

1. Members must submit a satellite dish installation [form](#) to the on-site manager with the name of the company and of the professional installer before any installation can be started.
2. The installer must contact the maintenance superintendent before installation. The superintendent will show installers what they can and cannot do when installing [service](#).
3. Satellite dishes cannot be attached to the building or roof [or a fence](#) in any manner.
4. Satellite dishes are allowed only in a member's exclusive use area: porch railings, decks, patios, single stoops and fenced yards. Only one dish per unit can be installed in the exclusive use areas.
5. In fenced [backyards](#), dishes may be placed in yards or on porch railings, decks, patios or stoops. The pole must be 1 ½ to 2 inches in diameter and a metal galvanized pipe set in concrete at least two feet down in the ground. The maximum height is 48 inches. Installers [must](#) call 1-800-344-7483 before digging is begun.
6. The member will be responsible for any damage resulting from the installation of a satellite dish, [cable or Internet service provider](#). The member will bring the unit back to Colonial Square original condition upon move-out.
7. Satellite dishes installed in a front yard must be confined to the "exclusive use area" and be no more than 56 inches from the foundation. The pole must be no higher than 30 inches.
8. All wiring must be inserted through the foundation of the member's unit not through the siding. The hole for the wiring must be prepared thoroughly to prevent water leakage. All wiring from the pole to the building must be buried at least 12 inches deep.

9. Members must call the maintenance superintendent **during** installation **if possible** so the superintendent can approve the installation.

SECTION - DD - Smoke Alarms/Carbon Monoxide Detectors

1. A smoke alarm for each level is provided and maintained by Colonial Square. A carbon monoxide detector is provided in the unit. Call the office for a work order and the Maintenance Department will replace the batteries as required.
2. When carbon monoxide detectors or smoke alarms are found to be not functional **or without batteries**, repairs or a replacement will be made and billed to the member at the current rate.

SECTION - EE - Solicitation

Door-to-door sales are prohibited. This does not apply to the youth of our cooperative, such as members of the Boy Scouts, Girl Scouts or school groups.

SECTION - FF - Utilities

It is the member's responsibility to contact the gas and electric companies to establish and maintain accounts in his or her name. New members must contact the utility companies prior to moving in and must have utilities in their name on the day they take possession of the unit.

Approved 6-9-16. Effective 7-1-16

SECTION - GG - Vehicles, Motorcycles and Parking

1. Each unit has one (1) numbered parking space assigned exclusively for the use of the member of that unit. This is binding even if the member does not own a vehicle. Parking in numbered spaces assigned to another unit is prohibited. Parking in numbered spaces assigned to another unit, will be subject to towing.
2. Other members and guest vehicles will park in available unnumbered spaces.
3. Entire vehicles must be parked between the lines provided for the parking space and must not extend over the curb. Any vehicle parked in a non-designated area such as the grass, sidewalk, fire lane, driving lane, maintenance driveway, No parking zone or in front of a dumpster will be towed without further notice.
4. Members are allowed one car, truck, or three-wheeled vehicle for every licensed driver in the unit who is listed on the household composition. Two-wheeled motorcycles, motor scooters

and minibikes owned or kept by members must be parked parallel to the sidewalk in the member's **numbered** spot.

5. Vehicles can be parked in guest spaces for no longer than 24 consecutive hours. Guest parking spaces are not to be used for storage of vehicles. Any operable vehicle parked in a guest or auxiliary parking for more than 24 hours will be subject to towing.
6. Boats, trailers and campers are not allowed. Trucks more than one-and-a-half (1 ½) tons or vehicles with a wheel base of more than 180 inches and other unauthorized vehicles will not be allowed to park on cooperative property.
7. All members and **guests** will recognize and comply with universally accepted rules of the road and the 15-mile-per-hour speed limit while on Colonial Square property.
8. Parking and driving are absolutely prohibited on green areas, sidewalks, 'No Parking' areas and yellow-banded curbs. Violators will be assessed the cost of damages.
9. "Tandem" parking or parking directly behind another vehicle is prohibited.
10. A posted "For Sale" vehicle must be parked in the member's numbered space.
11. There will be a charge for cleaning up oil or transmission fluid leaks **on** the parking lot from vehicles parked there.
12. Members will be given a 24-hour written notice to contain leaks from their vehicles and five days to repair the vehicle.
13. If members do not take appropriate action to contain a leak, maintenance will clean and charge for the clean-up on a daily basis and for repairs to the asphalt if necessary.
14. At no time shall abandoned cars and inoperable vehicles be parked on property. There should be no car repairs other than flats or minor repairs in the lots. Abandoned vehicles, or any unattended motor vehicle, whether or not operational is subject to towing 96 hours after notifying Kansas City Police Department and a warning ticket is placed on the vehicle or a door tag placed on the townhouse door of the member.
15. Violations
 - A. Maintenance or security shall tag vehicles for parking violations.
 - B. Parking violations must be corrected within the time specified on the tag.
 - C. Violation procedure for parking violations:
 - 1st notice: Send offender a violation form letter.
 - 2nd notice: **Send** a reminder letter.

3rd notice: If a third notice is necessary, a grievance hearing is schedule

16. In case of a complaint or controversy, members may be asked to **provide to the office** a copy of the driver's license for **every** person living in the unit.

SECTION - HH - Yards

1. Members are allowed to have flower beds in both front and back yards but plants must **not attach to or climb** the building structure. **Flower beds** planted after October 1, 2014, cannot extend beyond the lowest step.
2. Fencing around the beds must not exceed twelve (12) inches in height. All planting areas must be designed to provide proper drainage away from the building. Vegetation that creates a security or safety hazard will not be allowed. If such vegetation is allowed to grow, the member will be required to remove it.
3. Yards should be free of debris such as tires, boards, wheels and other items that would create an eyesore.
4. Fenced yards:
 - A. Before installing a fence around the backyard, you must contact the office for fencing specifications and a fence permit. Members are responsible for contacting maintenance to stake the fence and to contact DigRite to locate underground utility lines before installation of a fence.
 - B. All fences are the responsibility of the member. If they are not maintained in an acceptable condition, minor repair work will be done by the cooperative at the member's expense.
 - C. Fence gates should be closed. Locks are prohibited.
 - D. Members are responsible for seeding their own fenced yards. Free grass seed is available from maintenance.
 - E. Grass in a fenced yard shall not exceed six (6) inches in height. Lawn mowers are available to be checked out no later than 4 p.m. and returned no later than 4:45 p.m. the same day.

A mower not returned by 4:45 p.m. will become the responsibility of the member checking it out. A maintenance charge will be assessed to secure return of the lawn mower. The member will be responsible for damage or **replacement** of the lawn mower.
 - F. Tools and equipment used to maintain the yard must be kept close to the unit in an approved storage shed or inside. For more information, see policies under "Sheds."

- G. Swing sets, jungle gyms or permanent play equipment is allowed only within a fenced yard.
- H. Tree climbing is not permitted.
- I. Indoor/outdoor carpet will not be allowed on outdoor steps.
- J. Non-electric grills and chimineas may be used or stored only in compliance with Kansas City Ordinance. (See combustibles.)

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