

KENSINGTON PLACE

CONDOMINIUM

101 AND 301 S. ROCK ROAD

DERBY, KANSAS

RULES AND REGULATIONS

Published October 2000

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INTRODUCTION

Rules and Regulations of Kensington Place Homeowners Association

Welcome to Kensington Place! This set of rules and regulations is meant to assist you in the "dos and don'ts" of living in this community. For newcomers to condominium living, there is a set of definitions in the back of this booklet, which will help you understand certain terminology throughout these rules and regulations.

The governing directive for this document is the Amended and Modified Declaration of Condominium of Kensington Place, A Condominium of Derby, Sedgwick County, Kansas, and its bylaws. In case of conflict between these rules and regulations and the Declarations, the Declarations shall be the governing directive.

These rules and regulations may be supplemented from time to time, repealed or modified by a majority vote of the Board of Directors of the Association. No such additional or modified rule or regulation shall take effect until communicated, in writing, to the Homeowners. The Board of Directors has the right to enforce the provisions of these rules and regulations. We all have the obligation to follow these provisions.

Special rules and regulations may be posted at the swimming pool, lake/pond, or playground, which rules shall be complied with by all persons on such premises.

The Board of Directors has the authority to levy fines for violations of the Declarations or these rules and regulations. The homeowner is responsible for all cost to recover all fines and assessments not paid.

During any periods in which a homeowner is in default of a payment or assessment levied by the Association, the Association may place some restriction on that homeowner and its tenants, until such payment is received.

The Board of Directors shall have the right to take all such reasonable measures it may deem advisable for the security of the condominium and its homeowners. Each homeowner and occupant shall assume full responsibility of protecting his space and the contents thereof from theft, larceny, pilferage, vandalism, and other such loss.

Tenants are bound by the same rules and regulations as the homeowners. Homeowners will assume full responsibility for their tenant. In case of violations herein, all reprimands, fines or assessments will be levied against the homeowner, not the tenant.

Each owner of the Association shall comply strictly with the provisions of the Declaration, By-Laws, these Rules and Regulations, and the decisions and resolutions of the Association and Board as adopted. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the owners or, in proper case, by an aggrieved owner against another owner or against the Association. (article 4,4.10)

HELPFUL NUMBERS

1. MANAGEMENT

- The management of Kensington Place Homeowners Association is handled by:
KEY MANAGEMENT COMPANY
125 N MARKET
SUITE 1510
WICHITA, KS 67202
(316) 264-1866
(Answered 24 hours a day for emergencies)
- It is the responsibility of each Unit Owner to register with the Management the names and ages of all of all residents of his unit. In case of fire or other emergency this information could save lives.

2. NEIGHBORHOOD WATCH

- Kensington Place Condominiums is a member and participant of the Derby Neighborhood Watch Program. If you witness any criminal or suspicious activity, please contact the Derby Police Department at **788-8888**.
- Drunk or disorderly behavior by owners, their family members, guests, or lessees will not be tolerated on any portion of the Property. Any violation should be reported to the Derby Police.
- Please contact any Board Member for additional information on instructional literature, informational meetings, or home safety evaluations performed by the Derby Police Department.

3. EMERGENCY NUMBERS

- **DERBY FIRE DEPARTMENT - 788-8888**
- **DERBY POLICE DEPARTMENT - 788-8888**
- **EMERGENCY- 911**

CHAPTER I -- ASSESSMENTS

1. Purpose of Assessments:

Assessments shall be used for the management, operation, cleaning, repair, maintenance, care, improvement, and alteration of the Common Elements and services related to the use and enjoyment of the Common Elements. (Article 6.3)

2. Determination of Assessments:

The Board shall have the power and authority to determine the amount of the general and special assessments. If the monthly assessments for any year will be more than 120% of the previous year's monthly assessment, the additional assessment must be approved at a duly held meeting or by written approval by a majority of the unit owners. (Article 6.4)

3. Allocation:

Assessments shall be allocated against each Owner and Unit according to the percentage interest of such Owner and Unit in the Common Elements as set forth in Section 3.1 and 3.3 of the Declaration. (Article 6.5)

4. Payment of Assessments:

It is the responsibility of each Owner of a Unit to pay monthly and/or special assessments for the Unit's share of the Association's expenses and reserve allocation. Monthly assessments (i.e. homeowner monthly fees, water/sewer and/or special assessments) shall be due in advance on or before the first day of the month. (Article 6. 1) Payment is to be forwarded to the Management Company. An owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at a special meeting of the owners, within the meaning of the By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the unit owned by him.

5. Special Assessments:

In addition to monthly assessments, the Association may levy Special Assessments as explained in Article 6.6 of the Declaration.

6. Delinquency:

Assessments will be past due and subject to a late charge if not paid in full by the end of each month. The assessment will remain past due until paid in full, together with all costs, penalties, and interest. (Article 6.2) Assessments shall be subject to a 10% penalty if unpaid by the end of the month in which they are due.

7. Fines:

The Board shall have the power to levy reasonable fines against any Owner who has breached or continues to breach any of the provisions of the Declaration or By-laws of the Association as explained in Article 6.13.

9. No Exemption:

No Owner may exempt himself from liability for his assessments by waiving use of the Common Elements or abandoning his Unit. (Article 6.7)

10. Lien for Assessments:

The Association may file a lien on a Unit for unpaid assessments. The lien will be recorded in the office of the Sedgwick County Register of Deeds. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. (Article 6.8)

11. Ad Valorem Taxes and Utilities:

Each Owner shall be responsible for paying county property taxes or other assessments against the Owner's Unit. Each Owner shall also be responsible for paying all utilities delivered to the Owner's Unit. (Article 6.12)

12. Penalty Procedures:

If an Association rule or regulation is broken, the following penalty procedure shall be followed:

- a. Letter from Management is sent to Homeowner describing the violation, giving Homeowner a stated number of days to correct the violation.
- b. If same violation occurs, the Association will take necessary action to remedy the violation and the Homeowner will be assessed the cost, if any, to remedy the violation.
- c. The third and subsequent violations will result in a \$50 penalty to be assessed per occurrence, as well as assessing the Homeowner the cost, if any, to remedy the violation.

13. Water/Sewer Bills:

- a. It is the responsibility of each unit owner/resident to provide an accurate water meter reading to the Management Company each month.
- b. Water meters are to be read on the 15th day of each month, or the closest possible day to the 15th.
- c. Billing by Management Company for water/sewer use is approximately 30 days delayed. Please note the billing period on the bill you receive.
- d. To avoid a penalty, these bills must be paid not later than the last day of the month in which the statement is sent.
- e. A return stub for recording your meter reading is provided with the monthly water/sewer bill.
- f. You may pay your Homeowners Dues with your water bill. Dues are late after the last day of the month.

NOTE: Water and Sewer rates are set by the local water company. Management Company simply calculates your bill based on the information you furnish them and the master billing they receive each month from the local water company for each building.

CHAPTER II -- OWNER'S RESPONSIBILITIES

1. OWNER MAINTENANCE

The responsibility of the Owner shall be:

1. **To maintain, paint, clean, repair and replace at the Owner's expense these items and areas.**
 - a. doors, windows, balcony space, and garage area commencing at a point where the utility lines, pipes, wires, conduits, or systems enter the unit and/ or garage.
 - b. heating, ventilating and air conditioning systems (which are for the exclusive use of such owner's unit). (Article 4, 4.7(b))
 - c. interior unfinished surfaces of such garage's perimeter walls, floors and ceilings- all door--- and windows in such garage; and that portion of all conduits, wires and other apparatus serving that garage only.
 - d. any patio fence, deck, or balcony designated for the sole use of such unit Owner. (Article 4, 4.7(c))
 - e. an owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. (Article 4, 4.7(a))
2. **Pest Control:** Unit Owner is responsible for elimination of insect or rodent infestation within their unit and is to be corrected upon discovery. Management is to be notified upon discovery of a major infestation. As a courtesy, please notify your neighbors so they can take preventive action. Should adjoining units be affected by an untreated major infestation, originating unit Owner will be liable for fumigation of all infested units. (Article 4, 4.9)
3. **Fireplace:** Fireplace and chimney cleaning and maintenance is the responsibility of the homeowner. If damage to another unit should occur due to improper cleaning or operation of fireplace or chimney, owner causing fire by improper cleaning or operation will be liable for all damages. (Article 4, 4.9)
4. **Right of Entry:** The Association shall have the right to have access to all units in order to make maintenance repair or replacements to any of the common elements therein or accessible there from or for making emergency repairs necessary to prevent damage to the common elements or another unit. (article 4, 4.6)
5. **Negligence:** In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, or lessee, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Unit is subject, pursuant to Article 6 of our Declaration. If Homeowners Association Insurance covers the damage, it will be the

negligent Homeowners responsibility to pay the deductible. Such liability is limited to the liability owner has under Kansas law. (Article 4, 4.)

2. LEASING

In accordance with our Declaration and By-Laws, a copy of the signed Lease Agreement must be furnished to the Association and kept on file with the Management Company.

No unit owner shall lease a unit other than on a written form of lease:

- a. requiring the lessee to comply with the condominium instruments and Rules and Regulations;
- b. providing that failure to comply constitutes a default under the lease
- c. providing that the Board has the power to terminate the lease or to bring proceedings to evict tenant in the name of the lessor there under alter forty-five (45) days' prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease

It is the responsibility of all Unit Owners, and persons leasing Units, to register with the Management the year, make, model, color and tag number of all vehicles owned by full time resident of his Unit. This will enable Management to enforce the parking rules.

No Unit Owner is permitted to lease his Unit for hotel or transient purposes (a period less than thirty (30) days). No lease for less than the entire Unit for any period is allowed.

3. MORTGAGE INFORMATION

The Owner of a Unit that is mortgaged shall notify the Management Company giving name and address of Mortgage holder. The Board shall maintain this information in a book entitled "Mortgages of Condo Units." (Article 8.2) Failure to comply will result in charges incurred to obtain this information to be assessed the Owner.

Each Unit Owner must furnish a copy of his Homeowner's Insurance Policy to the Association. (Article 5.6d)

4. ALTERATIONS/MODIFICATIONS

No structure shall be altered or added to the Common Elements without approval of not less than 67% of the Owners. (Article 4.8 modified)

Nothing in the Common Elements can be altered, constructed, or removed without the written consent of the Board.

No temporary structure is permitted on the Property at any time, except with prior written consent of the Board, except those for use in repair or rebuilding of the Buildings.

Written consent of the Association must be obtained before unfinished space may be used as a bedroom. No construction may begin that requires a building permit under applicable laws, codes or regulations without first submitting plans for such construction to the Association Board and local building authorities and obtaining all necessary permits.

CHAPTER III -- USE OF COMMON AREA

1. COMMON AREA

- Sidewalks, driveways and entrances must not be obstructed or impeded or used for any purposes other than ingress or egress to and from units. (Article 3, 3.5c)
- Any damage resulting from misuse of common areas shall be repaired by Management Company and charged to the owner who caused such damage or whose family, employees, guests, invitees, agents, or pets caused such damage. (Article 4, 4.10)
- No skateboarding on walls or wall inclines, and no ramps are to be built on the Property for this purpose.
- No fireworks are allowed on the Property (fire hazard - safety hazard insurance liability and City Ordinance.
- Forcible entry into mailboxes by unit owner will be repaired at owners expense.
- Nothing can be stored in the Common Elements without prior consent of the Board.
- No offensive activity is allowed on the Common Element, or anything that may be or become an unreasonable annoyance to any other Unit Owner (i.e. loud noises or noxious odors)
- No exterior fires are allowed except for barbecue fires contained within receptacles designed so that no fire hazard is created.
- No clothing or household fabrics can be hung, dried or aired in any way on the Property as to be visible to any other Unit.
- Children under the age of 12 must be supervised by an adult at all times while on the Common Elements of the Property.
- Tricycles, skateboards, bicycles, and roller-bladers must yield to pedestrians on sidewalks at all times.
- No firearms, including air rifles, BB guns or pellet guns may be discharged on the Common Elements of the Property.
- No climbing on trees on the Property.
- No Owner, resident or guest can do, keep or permit anything which will increase or cause the cancellation of the insurance rates or which would be in violation of any law for any unit, building, building contents or common area of the Association.

2. GARAGES

All garage doors must be kept closed at all times except when in actual use for ingress and egress or when working in the area. (Art. 3, 3.5e-8)

3. GARDENING

No planting, transplanting or gardening is allowed except within individual Units. No fences, hedges, or walls can be erected or maintained on the Property, except as approved by the Board. The Board must approve additions or change to any limited common areas that are landscaped.

4. LAKE AND POND

- a. Children under the age of 12 are to have adult supervision at all times when around the pond or lake.
- b. No swimming in the lake or pond.
- c. No boat, raft, or craft of any kind is allowed on the lake or pond.
- d. Persons fishing will be expected to clean all trash and cigarette butts they have caused in the lake or pond area. Please do not clean fish in the lake or pond areas.
- e. Absolutely no walking, skating, sliding, sledding or riding bicycles on the lake or pond areas when it appears to be frozen over with ice.
- f. No discarding of trash, soda or beer cans or bottles, or cigarette butts into the lake, pond or surrounding area.
- g. No climbing on water pipe on NE corner of pond or pump house roof.

5. PETS/ANIMALS

- a. Ducks, geese or other wildlife are not to be chased or harmed in any way when on the Property. If wildlife becomes a health or safety concern, please notify Management Company.
- b. Animals belonging to Owners/Residents/Guests within the Property must be kept either within a unit or on a leash being held by a person capable of controlling the animal. Unattended animals may not be tied outside at anytime. Dog houses are not permitted.
- c. Any animal not in compliance with these rules may be removed by the Association or the Management Company to a pound or animal shelter.
- d. Unit owners are absolutely liable for any unreasonable noise or damage to person or property caused by animals brought or kept on the Property by Owners/Residents/Guests.
- e. It is the absolute duty and responsibility of each Unit Owner to clean up after such animals have used any portion of the Common Elements. The Management Company can charge the owner for any clean up.
- f. Reasonable quantities of dogs, cats, fish, birds and other household pets may be kept in units subject to rules and regulations adopted by the Association. Reasonable quantities will ordinarily mean only two (2) pets per household. The Association may limit the number, size and weight of any allowed household pets.
- g. No animals, livestock, reptiles, or poultry of any kind may be raised, bred or kept in any Unit or the Common elements.

6. PLAYGROUNDS

No climbing on the swing set/playhouse (except as appropriate) or throwing objects off the swing set/ playhouse.

7. SATELLITE DISHES

- a. The Board has the right to control the visual attractiveness of the property, including the right to require owners to eliminate objects which are visible from Common Areas, which in the Board's judgment detract from the visual attractiveness of the Property. In this regard, antennas are not permitted.

- b. A recent FCC ruling now allows apartment and condominium owners to have Satellite dishes. Kensington Condominium Rules and Regulations regarding satellite dishes are as follows:

1. Satellite dishes can be no larger than 18 inches in diameter.
2. Dish must be gray in color so as to blend into the exterior of the building.
3. Dish is not to be placed on roof.
4. Dish may be placed on deck or on chimney of Unit in order to have an unobstructed view to SW
5. A licensed professional must perform installation.
6. Request for approval for installation must be submitted to Board along with planned location.
7. Unit owner accepts all liability for satellite dish and must repair any damage when dish is removed. (Article 5.4(i) modified)

8. SIGNS

No sign of any kind can be displayed from the inside, outside or in Common Element of any Unit without prior written consent of Board or Management Company.

9. TRASH

- a. Trash is to be secured before depositing in a dumpster to prevent littering by wind. No lighted cigar, cigarette, firecracker or other flammable object or substance shall be placed in a dumpster.
- b. Christmas trees or discarded furniture should not be placed in or next to a dumpster. It is the owner's responsibility to make arrangements for the disposal of furniture or Christmas trees. If left in or next to a dumpster, violators will be charged a fee to dispose of it properly by Management Company. If you require assistance in the disposal of such an item, please call the Management Company.
- c. If the nearest dumpster is full, trash is not to be left on the ground. Take it to another dumpster on the Property. It is the responsibility of all homeowners to notify Management Company if continual overfilling of a dumpster is observed so that additional dumpster arrangements can be made.
- d. No trash or other waste material may be kept on any Unit or Common Elements, except in sanitary containers provided by the Association. Nothing that would render any part of the property as unsanitary, unsightly, offensive or detrimental to other Owners/Residents or any other Property in the vicinity is allowed.

10. WINDOW TREATMENTS

- a. No awning, aerials or other projections shall be attached to the outside walls of the building.
- b. No blinds, shades or screens shall be attached to, hung, or used on the exterior of any window or door of the building without prior written consent of the Association.
- c. All windows shall have blinds, drapes or shades showing from the outside of the unit. (Article 4, 4.7d)

CHAPTER IV -- PARKING

No motorized vehicle of any kind (including off-road vehicles) may be operated or parked on any grass, sidewalk or in an open field, except maintenance vehicles operated or supervised by Management Company. If sprinkler heads are damaged by a vehicle, the cost of replacement will be charged to the unit owner.

Posted speed limits are to be adhered to. Violators will be prosecuted.

No driving off roadway to avoid speed bumps. Damage to the Property resulting from such action will be charged to the violator.

No Owner/Resident/Guest may park or store any vehicle except within the lines of the parking space designated for their use.

Inoperable vehicles are not allowed in any parking space or within the Common Elements (Article 3.5 (e)9)

No parking is allowed of commercial-type vehicles or recreational vehicles, within or adjoining the Property, by Owners/Residents/Guests, for a time longer than is required for pickup, delivery or service call. (Article 3.5(e)9)

REPAIRS/RESTORATIONS

- a. No major repairs or restorations of any motor vehicle, boat, mobile home or similar vehicle is allowed in any portion of the Common Elements.
- b. The clean-up of oil leakage from vehicles in parking spaces is the responsibility of the vehicle owner. If not cleaned, Management Company will clean and the vehicle owner will be charged for clean-up. (Article 3.5(e)9)

MOTORCYCLES, MOTORBIKES, ETC.

- a. Motorcycles, motorbikes, motor scooters or similar vehicles are not to be operated within the Property except for transportation using only the street as access directly from parking space to point outside the Property, or from outside the Property directly to a parking space.
- b. No motorcycles, motor scooters, or vehicles of any kind, except maintenance vehicles authorized by Management, may be driven on any surface other than the street. (Article 3.5(e)11)

Street and drive areas are for vehicles and are not play areas for children.

Each Townhouse is assigned one garage and one numbered parking space. Unnumbered spaces are for visitor parking.

No parking in another Unit's designated and numbered space without their permission.

No parking in designated mail pickup spaces. This space is for mail pickup only.

No vehicle shall be parked so that it blocks entrance to or exit from another parking space.

Boats, motor homes or trailers are not to be parked in the common parking areas without Management approval. (Article 3.5(e)9)

FAILURE TO COMPLY WITH THESE RULES WILL RESULT IN THE TOWING OF VEHICLE AT THE OWNER'S EXPENSE.

CHAPTER V -- POOL

The pool is for Kensington residents' convenience and leisure. Please treat the pool and the pool area as if it were your own. Pick up your trash and cigarette butts and leave area in an orderly manner. Parents, please instruct your children not to enter the pool area without an adult, even when not swimming. Please keep noise to a minimum. **We urge all Kensington residents to take an active role in policing our pool.** If you see dangerous or inappropriate action taking place in pool area, speak to those causing it. If someone is using our pool that is not a resident and not accompanied by a resident, ask who they are. If you ask them to leave and they do not, it is your right to call the police. This is private property. If you are witness to a resident or guest breaking any pool rules, bring it to their attention and please follow-up with a call to the Management Company. **We all pay the cost for insurance and upkeep on the pool and we all must take an active role in seeing that the rules are followed.** Breaking of Kensington Pool Rules is a serious offense and appropriate action will be taken.

- **NO LIFE GUARD ON DUTY. PLEASE ENJOY THE POOL AND ENJOY AT YOUR OWN RISK.**
- No one under the age of 16 is allowed at the pool without an adult resident 18 or over present.
- Six guests per unit maximum.
- A 16 year old resident may swim alone, however, he/she may not have guests under age 18 at the pool without an adult resident 18 or over present.
- A 16 year old may not serve as sole accompaniment for a younger child. An adult 18 or over must be present.
- No glass in pool area. No food in pool area.
- No running, pushing or wrestling around pool.
- No diving or flips into pool.
- No horseplay in pool or pool area.
- No pets in pool area.
- No profane, lewd or disrespectful language or behavior in pool area.
- **NO ALCOHOL IN POOL AREA.**
- No loud music in pool area.
- No inappropriate behavior in pool or pool area.
- No furniture in pool.

- No one under the age of 18 in pool after 10:00 P.M. - ADULT SWIM TIME.
- No cut-offs in pool.
- An adult resident (18 or over) must be present with guests at pool.
- No tampering with filters or drains.
- Pool door is to remain locked at all times. No propping it open or leaving it unlocked.
- No minor under the age of 16 shall be left unsupervised at any time in the pool area.
- No throwing of firecrackers in pool.

APPENDIX

SALES / LEASE CHECKLIST

UNIT # _____

Owner's Name: _____

Forwarding Address: _____

New Phone Number: Home (____) _____

Work (____) _____

Ending water meter reading _____ Date of last meter reading _____

If Sale: Date of closing _____ Bank holding mortgage _____

New owner name _____

Phone Number: Home (____) _____ Number of residents _____

Work (____) _____

If Lease: In accordance with our Declaration and By-Laws, a copy of the signed Lease Agreement must be furnished to the Association and kept on file with the Management. Please attach a copy of the signed Lease Agreement to this form and mail to:

Key Management
125 North Market
Suite 1510
Wichita, KS 67202

Additionally, the following terms must be complied with:

No unit owner shall lease a unit other than on a written form of lease:

- (i) requiring the lessee to comply with the condominium instruments and Rules and Regulations;
- (ii) Providing that failure to comply constitutes a default under the lease, and
- (iii) providing that the Board has the power to terminate the lease or to bring proceedings to evict tenant in the name of the lessor thereunder after forty-five (45) days' prior written notice to the unit owner, in the even of a default by the lessee in the performance of the lease.

The foregoing provisions of this paragraph shall not apply to the Mortgagee in possession of a unit as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure. (Article 15, page 16)

Beginning date of Lease _____ Length of Lease _____

Name of Lessee _____ Number of residents _____
Phone Number: Home (____) _____
Work (____) _____

IT IS THE RESPONSIBILITY OF THE OWNER TO FURNISH THE FOLLOWING ITEMS TO THE NEW OWNER / LESSEE

Have you furnished these items to the new owner / lessee - yes or no:

- _____ Mail Box Key
- _____ Pool Key
- _____ Door Key
- _____ Garage Key
- _____ If unit is sold - The original copy of Declaration & By-Laws and Rules and Regulations
- _____ If unit is leased - Copy of all Rules and Regulations

Instructions on reading water meter on the 15th of each month & submitting reading to Management by the end of the month along with monthly homeowner dues to Management are contained in the Rules and Regulations Handbook.

IT IS THE OWNER'S RESPONSIBILITY TO NOTIFY MANAGEMENT BY PHONE OR IN WRITING AT LEAST 20 DAYS PRIOR TO CLOSE OF SALE OR START OF LEASE PERIOD.

IF ANY OF THESE ITEMS ARE NOT TURNED OVER TO THE NEW RESIDENT AND COSTS OF REPLACEMENT ARE INCURRED BY THE ASSOCIATION, THOSE COSTS WILL BE CHARGED BACK TO THE SELLER / LESSOR.

THIS FORM SHOULD BE REVIEWED, COMPLETED, AND MAILED TO THE MANAGEMENT NO LATER THAN 5 BUSINESS DAYS PRIOR TO CLOSE OF SALE OR START OF LEASE.

IF UNIT IS BEING LEASED, I THE OWNER, UNDERSTAND I AM LEGALLY RESPONSIBLE FOR THE CONDUCT OF MY LESSEE. IN ACCORDANCE WITH THE DECLARATION & BY-LAWS OF KENSINGTON PLACE CONDOMINIUM, THE BOARD OF DIRECTORS HAS THE POWER TO TERMINATE ANY LEASE AGREEMENT ON THE ABOVE IDENTIFIED UNIT IF THE LESSEE IS DISRUPTIVE OR FAILS TO FOLLOW THE RULES AND REGULATIONS OF THIS CONDOMINIUM. ADDITIONALLY, ANY DAMAGE TO THE COMMON ELEMENTS, OR LIMITED COMMON AREAS CAUSED BY THE LESSEE, WILL BE MY RESPONSIBILITY.

Signature of Seller / Lessor _____

Date _____

MANAGEMENT

The management of Kensington Place Condominium is handled by

**KEY MANAGEMENT COMPANY
125 N. MARKET, SUITE 1510
WICHITA, KS 67202**

DEFINITIONS

UNIT means the air space within the walls, floor and ceiling, all doors and windows, wallboard, lath, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring (carpet, tile, etc.) and any other furnished surfaces inside the Unit, any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, etc. that serve the Unit only, such as interior room walls which are not load bearing, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other items belonging exclusively to the Unit. (Article 1. 1)

Also included are any doorsteps, porches, balconies, patios, garage, parking stall, and any other apparatus designed to serve a single Unit only, but located outside the Unit (Limited Common Elements) designated for the use of that Unit only. (Article 1. 1)

Each Unit Owner is entitled to the exclusive ownership, use and possession of his Unit and he shall bear sole responsibility for the repair and maintenance of his Unit, but subject to the provisions of the Declaration, By-Laws, Rules and Regulations of the Association. (Article 2.4)

Each Unit Owner owns a percentage of undivided interest in the Common elements and thus is liable for a percentage of the Common Expenses. (Article 3. 1)

COMMON EXPENSES means all sums lawfully assessed against the Unit Owners by the Board (yearly operating budget) for all expenses of administration and management, maintenance, operation, repair, replacement or addition to the Common Elements, including unpaid assessments. (Article 1. 1)

COMMON ELEMENTS means all of the Property, but not the interior of Units. Common Elements is divided into General Common Elements and Limited Common Elements. (Article

GENERAL COMMON ELEMENTS means all of the Common Elements other than the individual Units, their decks and garages. This means the land; all foundations, columns, bearing walls between Units (including all exterior walls and surfaces) and roofs; all installations of central services such as power, light, gas, water, pumps and wells; all community facilities such as swimming pool, hiking trails, picnic pavilions, basketball courts, sidewalks, trash containers and other elements of common use or necessary for upkeep and safety of the Condominium. (Article 1.1)

LIMITED COMMON ELEMENTS means those Common Elements which are reserved for the exclusive use of a Unit Owner, such as decks and garages, and parking spaces. (Article 1. 1)

COMMON ASSESSMENT means each Unit Owner's portion of the total cost to maintain, improve, repair, replace, manage, and operate the Property of Kensington Condominium, plus funding the Reserve Fund and any other cost of conducting the business and affairs of the Association. (Article 1. 1)

SPECIAL ASSESSMENTS means an assessment determined by the Board to be necessary to pay the cost of construction, reconstruction, repair or replacement of a capital improvement on the Common Area, or any unbudgeted costs to be shared by all Unit Owners. Additionally, the Board shall have the authority to establish a special assessment upon any Unit to secure payment for any breach of any of the provisions of the Declaration, By-Laws, Rules and Regulations which shall require and expenditure by the Association for repair or remedy. This special assessment shall become a personal obligation of the Unit Owner and a lien against the Unit. (Article 1. 1)

Kensington Rules & Regulations – Update December 2005

1. All homeowners/residents shall abide by the Declaration and Rules & Regulations and any future changes set forth by the Board of Directors, additionally, as well as pay all dues and special assessments.
2. A lien is placed on any unit when delinquency reaches \$500. Homeowners shall receive notification of delinquency after 30 days and every month thereafter until paid.
3. Please note that from time to time we must request confidential information. This information is needed in order to keep the property safe and secure. All residents need to furnish phone and email address, mortgage company name and address (Article 8.2) as well as proof of insurance (Article 5...6d), emergency contact name and phone number, number of occupants in the home, number of animals (in case of fire). All homeowners are expected to respond to correspondence from the board or management company, when indicated, in a timely manner. This includes such things as trim/no trim list, surveys, and questionnaires.
4. In each building, all units will have uniform front doors. If a building wishes to change or replace the units' front doors, this must be approved by the board and agreed upon by each unit owner. Upon agreement and approval, all owners will be responsible for purchase and installation of their individual door, and all doors will be replaced at the same time or within a given time frame approved by the board. If replacement is approved but a homeowner fails to comply, the board may choose to take action against the homeowner. Replacement of front doors is allowed only if all units in the building agree to participate at the same time. A picture of the door must be submitted by the homeowner to the Board for approval prior to change. (implemented 3-25-04)
5. Replacement of any wooden deck with a synthetic wood product requires approval by the board. The homeowner must submit a color sample and material sample. Please note that the new deck must be rebuilt exactly as the other deck was built. (implemented 3-25-04)
6. The outside faucets on all patio homes and townhouses are for individual unit use only. (implemented 5-27-04).
7. Any and all fireworks are prohibited on the property. (implemented 9/04)
8. Mailbox parcel keys are the property of the United States Postal Service and must be left in the box after a parcel is removed and close the door. Do not take the key home under any circumstances. (implemented 3-2-05)

9. There will be a \$50 fine for no water reading submitted after the second instance of not reporting usage. (implemented 5-26-05)
10. An annual water meter audit is scheduled in October each year. Please be advised. (implemented 5-26-05)
11. A new owner Administration fee of \$50 will be charged at closing. (implemented 10-27-05)
12. All homeowners are responsible for cleaning the fireplace each year prior to use. Failure to do this jeopardizes the safety and well being of people, pets, property, and possessions. (Article 4, 4.6)
13. In order to prevent freezing/plumbing damage, all exterior water hoses must be disconnected when not in use. This is especially crucial during the cold weather months. (implemented 11/05)