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# THE TUILERIES RULES AND REGULATIONS

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As amended 11/2019

Please review these rules as there have been a few changes from the previous rules. All residents, owner or renter are held to the same rules.

# *The Tuileries*

## **Rules and Regulations Approved by the Board of Managers**

### **A. GENERAL INFORMATION AND RULES**

1. Rule changes or new rules and regulations are to be published and distributed in a timely manner. Rules shall be publicized and provided to Owners/Residents 30 days before adoption of any changes.
2. These rules and regulations supersede and replace all prior rules and regulations.
3. No single board member shall approve exceptions to the rules and regulations. Any Exceptions Request is to be submitted in writing to the board and is to be voted on by the full board.
4. Unit Owners must notify the Board of Manager or the Current Management Company of any valid offer for sale of their unit within 48 hours of the offer. Owners who neglect to notify the Board or Management Company shall be required to pay a \$500 assessment. These rules and regulations are to be discussed with and accepted by the new owners as soon as possible. This discussion is to be held between prospective/new buyer, a member of the Management Company and a Board Member.
5. These rules and regulations replace all previously adopted rules and regulations.

### **B. LEASING OF UNITS**

1. These rules and regulations are to be made a part of any lease of any unit. Owners of rental properties are liable for any fines incurred by renters of their units.
2. All rental agreements or leases shall be provided to the management company or the Board in writing as required by the Bylaws.

The Tuileries will not allow any more than 10 units total being leased (used as a rental) at any given time. The owner must contact the management company prior to leasing/renting their unit to ensure the Tuileries is not exceeding the 10 total units being leased/rented at one time. For purposes of this rule, a leased/rental unit is any unit where a non-owner enters into a lease/rental agreement (verbal or in writing) to lease /rent a Tuileries unit. **All future buyers must occupy their units for 3 years before they can lease them. Existing Tuileries owners who purchase an additional Tuileries unit would need to live in the newly purchased unit for 3 years before they could request to lease the unit. The request will be reviewed and approved or denied based on where the Tuileries is on the 10-rental cap.**

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### **4. INSURANCE**

1. Nothing shall be done or kept in any Unit or in the Common area and Facilities which will increase the insurance rates on the buildings or the contents thereof, without the prior written consent of the Board of Managers. No condominium Unit Owner or Resident shall permit anything to be done or

- kept in his/her unit or in the Common Areas or Facilities which will result in the cancellation of the insurance on the buildings or contents thereof, or which would be in violation of any law.
2. If you have a water leak, please contact the management company first.
  3. To comply with the 1984 BOXA Fire Code and for the safety and protection of the Tuileries' residents, all units are required to have a minimum of one approved smoke detector installed and operating in the sleeping area of the unit.

## **5. RESTRICTIONS ON USE OF UNITS AND COMMON AREAS**

1. No use or activity shall be permitted or maintained in any unit which would be inconsistent with or detract from the high standard and character of the property. Personal signage is not permitted in common areas of buildings.
2. Condominium Unit Owners or Residents shall not cause or permit anything to be placed on the outside walls of the buildings and no signs, awnings, canopies, shutters or the like shall be affixed to or placed upon the exterior walls or windows without prior written consent of the Board of Managers. External TV antennas of any kind are prohibited. In order to maintain the overall appearance of the Tuileries, Unit Owners shall install curtains or draperies on all windows which are either white or lined with white material.
3. No Condominium Unit Owner or Resident shall alter any lock or install a new lock or any door of the units without the written consent of the Board of Managers. In case such consent is given the Condominium Unit Owner shall provide the said Board with an additional key for their use pursuant to their right of access to the unit.
4. Condominium Unit Owners shall deposit one key to their unit with the Management Company to provide for any permitted entry in the absence of the Owner. Damages cause by required emergency entrance to a unit due to failure of a Resident to provide the office with a key to their unit shall be the responsibility of the resident. The office shall be advised if a resident is leaving town for an extended period of time.
5. Children shall not play in the hallways or stairways. Children under twelve (12 years of age shall not be allowed in or upon the Common Areas and Facilities unless accompanied by an adult.
6. No Owner/Resident shall make or permit any disturbing noises in the Unit or Common Areas and Facilities nor do or permit anything to be done that will interfere with the comfort or convenience of other Condominium Unit Owners. Loud playing of radios, stereos, and TV at any time shall be discouraged. Dishwashers, disposals, washing machines and dryers shall not be operated after 10:00 p.m. or before 8:00 a.m.
7. Sound systems may not be installed in common walls.

## **6. APARTMENT STYLE CONDO ADDITIONAL RULES**

1. No barbeque grills are allowed on decks or within ten feet (10') of combustible construction, per the Overland Park Open Flame cooking devices ordinance.
2. No personal items shall be left in the entry halls.
3. Any electrical appliance operated in the owners' storage area shall be assessed an operating fee.
4. No items other than resident's motor vehicle or bicycles may be placed in assigned carports.

5. No Owner/Resident shall allow anything whatsoever to fall from the windows, doors or balconies of the Unit, or shall sweep or throw from the unit, any dirt or other substance into any of the corridors, halls, patios or lower balconies.
6. Remodeling plans must be submitted to the Board 30 days prior to beginning the Remodeling. When plans include changing or removing doorways or walls, a structural engineer must be consulted at the homeowner's expense, and the written report is to be submitted to the Board in order not to jeopardize the structural integrity of the building.
7. No condominium unit owner of an apartment-style unit shall make any changes in flooring, including replacing carpet with carpet, hardwood, laminate, or tile floors without the prior consent thereto of the management company. An owner wishing to make such a change shall contact the property manager for more complete information, including flooring guidelines for apartment-style units before finalizing plans. A ***'Request to Make Flooring Changes in Apartment-Style Units'***, is available for obtaining approval. If new flooring installation results in excessive noise to other owners in the building, the owner shall immediately correct said problem.

## **7. MOTOR VEHICLES**

1. If Owners/Residents are visited by guests riding motorcycles, host should remind their guests beforehand that this is a private neighborhood with a low speed limit designed to keep noise and disruption of other Residents to an absolute minimum.
2. The parking areas on the streets shall be for temporary and occasional use of the Condominium Unit Owners or Residents, their invitees and guest. Condominium Unit Owners or Residents will park their cars in spaces designated.
3. No items other than residents' motor vehicle or bicycles may be placed in carports, parking areas and drives.
4. In compliance with Overland Park Ordinance 12.04.098.1, no person shall stop, stand or park a vehicle which dimensions exceed seven feet in height or twenty feet in length, or eight feet in width on any street or alley within any residential district or on any property in a private residential parking area or private residential common area for more than two hours except when necessarily loading or unloading property or when in performance of a service to or upon property in the block where the vehicle is parked. In addition, no overnight parking shall be permitted for commercial trucks, motor homes, campers, trailers, boats or motorcycles in the parking areas, drives, garage aprons, or streets. Such vehicles shall be parked overnight in the parking lot located next to the clubhouse. The Management Company or the Board is to be advised who is parking in the Parking Lot for identification purposes.
5. No motor vehicle repairs or the washing of vehicles with running water shall be permitted in the carports, parking areas, drives or streets.

## **8. PETS**

1. All pets must be licensed and current with all shot requirements of Overland park ordinances. Pets shall be on a leash and not allowed to run loose in common areas. Owners/Residents are responsible for cleaning up after their pets. All new owners/residents shall complete the pet section of the Tuileries buyer application and new resident packet containing the rules and regulations for all pets. The completed form will act as acknowledgement that the owner/resident understands and

will follow the pet policy of the Tuileries. Owners are expected to follow all ordinances covering pets as set for the by the City of Overland Park.

## **9. CLUBHOUSE**

### **1. CLUBHOUSE RULES & REGULATIONS**

- a. The clubhouse will be closed evenings and weekends except when a Resident has reserved the clubhouse for a private social activity.
- b. A resident desiring to give a tour of the clubhouse during evenings or weekends to a guest or guests should contact the Young Management Group, Inc. for arrangements.
- c. All Residents reserving the clubhouse for a social activity are required to sign an agreement and submit the required deposit a minimum of two weeks in advance of the date of the social activity.
- d. Any reserved social activity must be attended during the entire tenure of the activity by the Resident that made the reservation.
- e. No Residents under 21 years of age may reserve the clubhouse for a social activity. If a social activity is planned for persons less than 21 years of age, the parent Resident must sign the required agreement and submit the required deposit and be in attendance at the social activity during its entire tenure.
- f. No social activities will be allowed other than for a Resident's private party.
- g. The repair or replacement of any damage or loss to the Clubhouse or its property incurred during a reserved social activity will be the responsibility of the Resident who made the reservation. If the amount is in excess of the required deposit, the Resident will be required to pay for the excess damage or loss.
- h. Residents sponsoring any social activity are responsible for the following:
  - Replace all banquet tables, card tables, and chairs to their original storage locations.
  - If any furniture or decorative items were moved for your party they must be returned to their original positions.
  - Do not put tacks, nails, picture hangers, tape, etc. on the walls
  - Turn off all lights and lock all outside doors and, where applicable, see that security bars are in place. This includes the door at the bottom of the stairwell on the lower level. Please do not turn off lights on timers. If you did not turn it on, you should not need to turn it off. **The light switch for the lights in the foyer are in the closet to the left of the men's room.**
  - If you use the fireplace, be sure to open the flu before lighting. At the end of the social activity, check that the gas is turned off completely and that the flu is closed.
  - Turn off all kitchen appliances.
  - If you use the coffeepots, discard the grounds, rinse out the pot and unplug the unit.
  - Remove any food you bring with you, including condiments, etc. from the refrigerator.

- Remove all trash. It should be deposited in the dumpster located in the cul-de-sac west of the clubhouse.
  - Leave the clubhouse as clean as it was when you arrived. A vacuum cleaner, a broom and dustpan, and cleaner for the ceramic-topped stove are provided.
  - The clubhouse must be clean when you leave. Do not delay clean-up for the following day as the clubhouse may be reserved at that time by other residents.
  - Use of confetti is not allowed.
  - Except for cakes, warming trays, and tea lights, candles are not allowed.
  - For pedestrian safety, when renting the clubhouse please ask your guests to use the clubhouse parking lot rather than parking on the street.
  - An inspection will be made of the clubhouse after use. If all is clean, in good repair, and returned to its original location your deposit fee will be returned in full.
- i. No excessively loud music will be allowed in or outside the clubhouse during any social activity.
  - j. Any social activity will be limited to a maximum of 99 persons, as set by the Overland Park fire codes.
  - k. Persons under 16 years of age may not use the clubhouse unless accompanied by an adult Resident. This does not apply to use of the lower level restrooms.
  - l. No pets are allowed in any area of the clubhouse.
  - m. No swimwear is allowed in the upper level of the clubhouse.
  - n. Any Resident two months in arrears in its Maintenance Fee or in violation of the Tuileries Clubhouse Regulations will be denied any and all clubhouse privileges for tenure to be at the Board of Manager's discretion.
  - o. Only Tuileries residents may lease the clubhouse, and only for personal and private parties, i.e. wedding anniversaries and receptions, parties for relatives, etc.
  - p. Reserving of the clubhouse does not include use of the swimming pool for the resident's guests nor does it include the exercise room.
  - q. Religious service, business group meetings and political action groups are not allowed to meet in the clubhouse.
  - r. The Tuileries business office is available to management at all times.

## 2. CLUBHOUSE RESERVATION FEES

- a. Call the Young Management Group, Inc. for reservation requests. If not already reserved, you will be asked to complete the rental agreement, sign and remit along with the required deposit and rental fee checks a minimum of two weeks in advance of the reserved date.
- b. Please provide two checks, one check for the \$100 deposit, and a second check for the \$100 reservation fee when applicable. One check serves as the rental fee for the facility, and the other is a deposit held against damages and non-compliance with the rules and regulations. The rental check will be used to defray the costs of utilities and minimal cleaning. Any excess cleaning will require a deduction from the deposit check. This will be determined solely by the Board of Managers. The following is the schedule of reservation fees

- Reservations for 15 or less, no charge, however, you will be expected to share the clubhouse with any other 15 or less reservations.
- Reservations for 16 or more, the charge is \$100
- Memorial service for owner's immediate family preempts small groups, without a charge.

Any group wanting exclusive use of the clubhouse: there is a \$100 reservat

The Tuileries business office is available to management at all times.

## **10. SWIMMING POOL**

1. Hours: 7 AM until 11:00 PM.
2. There is no lifeguard on duty. Swim at your own risk.
3. For emergencies a phone is located near the bathrooms.
  - For Medical emergencies, call 911.
  - For other emergencies, use the Tuileries emergency number located near phone.
4. Children 15 years and under must be accompanied by a responsible adult, 21 or older, and always under supervision. Adult swim is from 9:00 to 11:00 P.M.
5. Each unit will be provided with a resident identification key fob for access to the pool area that they must bring with them when using the pool. If a resident has guests using the pool, and the resident is not with the guest(s), the guest(s) must have the key with them. If you or your guest(s) are asked to show your key and cannot do so, you and/or your guest(s) may be asked to leave. A lost key may be replaced for a \$25.00 fee.
6. No bottles, glass or food allowed in pool area. There is an area with tables and chairs in a shaded area under the deck of the clubhouse for eating snacks.
7. The life-saving equipment is for emergency use only and may not be used as a toy.
8. No animals are allowed inside the pool area.
9. Proper swimming attire only.
10. No loud music will be allowed at the pool.
11. These rules are to assure your enjoyment of the pool facilities. Anyone violating these rules or behaving in a boisterous or impolite manner will be asked to leave the pool.
12. Any Resident two months in arrears in its Maintenance Fee or in violation of these Tuileries Pool Regulations will be denied any and all pool privileges for tenure to be at the Board of Managers' discretion.
13. Tanning oil is not permitted. Lotions are acceptable.
15. Pool parties are not allowed.
16. No inappropriate language.
17. No physical activities in or around the pool that are potentially harmful, (includes running, playing games, or toys)
18. Swim diapers are required, if necessary, to keep the pool as clean as possible.
19. Young Management Company has the authority to act on behalf of the association. Residents are encouraged to handle any infraction on their own; however, if not comfortable with handling the situation, contact Young. If you think Young needs to come and handle the situation, you need to call the emergency number located by the phones near the bathrooms. You will need to leave your

contact information on the emergency line. Violation of any of the pool regulations will be handled with the following consequences.

First violation: You will lose your pool privileges for 7 days.

Second violation: You will lose your pool privileges for 30 days.

Third violation: You will lose your pool privileges for the rest of the season and a \$100 fine.

Residents who lose pool privileges for the remainder of the season must submit a commitment letter to the Board to ask that their privileges be reinstated for the next season. The Board of Managers has the right to evaluate the severity of any offense and adjust the consequences.

## **11. FENCES**

**Fences are allowed only on townhome style units. Fences are not allowed on apartment style condominiums.**

Written plans must be submitted to the Operations Committee prior to install or replacing a fence. Allow 60 days for the Committee to review and make a recommendation to the Board of Managers for approval.

### **SPECIFICATIONS FOR FENCES**

1. The fence shall be constructed in line with existing fences. If there is no existing line, the Board shall determine where it should be.
2. The height shall be 6 feet or less.
3. All construction support shall be inside the fence and not visible from the outside.
4. All fences are required to have a gate.
5. Vines shall not be visible on fences.
6. Fence cost for installation and maintenance shall be the responsibility of the unit owner.
7. The fence shall remain in good appearance and condition. The Board of Managers shall make this determination. If the appearance and condition is determined not to be good, the homeowner will be asked to repair, replace or remove the fence. If this is not done within 30 days, the Board will remove the fence and bill the homeowner.

## **12. ENFORCEMENT**

Violation of any of these rules and regulations will be handled as follows:

- First offense: Owner/Resident will be given a written notice to correct the situation within 30 days. Pet violations are subject to immediate fines of \$100.
- Continue pet rule infractions will result in \$100 fines for each occurrence.
- If other Rule infractions have not been cleared within 30 days, a \$100 fine will be issued to the Owner.
- Notices of violations and fines will be sent 'Certified, Return Receipt Requested' to the unit owner of record. The notice will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and the consequences for subsequent violation of the rule.



Owners may request a hearing to protest the notice or fine by giving a Board Member or the Property Manager written notice within 10 business days after receipt of the notice. Owner will be charged for the cost incurred for the notice.

- If Owner has properly requested a hearing, that Owner will be given a written notice informing him or her of a time and place where the Board of Managers will conduct a hearing. At that time, the Owner will have the opportunity to respond to the notice or fine. All hearings will proceed with or without the presence of the accused owner. The decision of the Board shall be rendered in writing within five days after the hearing and such decision shall be binding upon all parties.
- For all violations of the Rules and Regulations, Declaration or Bylaws of the Association, the Board of Managers reserves the right to pursue any and all legal remedies to compel enforcement outlined in the Declaration, including filing a lawsuit.