

KIRKTOWN HOMES ASSOCIATION RULES AND REGULATIONS

ALL OWNERS AND RESIDENTS OF KIRKTOWN ARE REQUESTED
TO READ AND BECOME FAMILIAR WITH THE FOLLOWING RULES.

For questions or concerns contact Mike Stock, Kirktown personnel, 816-305-7833

COMMON AREAS

- There is an **11:00 pm curfew** that will be enforced. Owners could be fined.
- No illegal drugs.
- No person under the influence of liquor or drugs of any type is permitted on common area.
- No firearms of any type are permitted on the common areas including in front of individual units.
- No loitering.
- No alcohol or profanity on any common area including in front of individual units.
- No fireworks of any kind are permitted in the common areas.
- No person except utility company and KHA maintenance personnel may enter the fenced area at the rear of any unit without the permission of the owner or resident of the unit.
- Personal items found on the common areas will be removed and disposed of.

OPERATION AND PARKING OF VEHICLES ON COMMON AREAS

- Powered **two and four wheel vehicles are prohibited** from use of common areas, including drives and parking lots, except for access from boundary streets to the residence street of the vehicle owner.
- No powered vehicles are to be operated on any sidewalk or lawn area** except when required to perform maintenance of buildings and common areas, service utilities or deliver large items such as furniture or appliances. Under no circumstances are any vehicles to be operated on lawn areas when they are wet.
- The common areas, including drives and parking lots, **shall not be used for storage of trailers, recreational vehicles, inoperable vehicles or vehicles not currently licensed, for periods exceeding fifteen (15) days.** Notice will be given if infractions are not brought into compliance and the Association may have the vehicles towed away. Cost of towing and storage costs are the responsibility of the owner of the vehicle.
- The common areas, including drives and parking lots, **shall not be used for the repair of motor vehicles or trailers, except for minor emergency repairs such as changing tires, replacing batteries, or other minor repairs** that do not involve loss of fluids or oils and that do not involve dismantling sections or entire systems of vehicles or trailers.
- In the event that the owner of each unit does not direct his tenant to cease infractions, and does not restore the affected areas to original clean condition, the cost of doing so by Kirktown maintenance will be charged to said owner. This also applies to owner occupied units.
- No vehicle with a hauling **capacity of more than one ton shall be parked on any common area**, including parking lots, except for short periods of time when performing services on utilities for the Association or Member.
- Residents of each unit are entitled to be exclusive use of **two parking spaces designated for their unit.** Parking spaces designated for visitor use are for the exclusive use of guests and visitors.
- Parking of vehicles in parking spaces or driveway in a manner that **obstructs sidewalks or sidewalk access is not permitted.** **Parking of vehicles on sidewalks or grass is not permitted.**
- No double or parallel** parking is permitted.

TRASH DISPOSAL

- Trash containers are located on the common areas for use by the Residents and Owners ONLY.
- The containers are for disposal of household trash only.
- All trash is to be put in containers.**

-No trash is to be left by containers or on common areas.

GENERAL PROVISIONS

- The Association will not be responsible for loss of money, clothing, jewelry, etc. at any times or place on Association property.
- All municipal departments of Kansas City, MO, shall have the privilege of using the common area for the routine discharge of their duties.
- Residents observing any acts of vandalism or a crime in progress or a crime that occurred on Kirktown property should immediately notify **the Kansas City, MO, Police Dept. (911) or the Security Service 816-765-0070**, currently employed by the Association.
- Residents observing infractions of these rules should report them to any Association Member or Board member subcontractor for the initiation of any necessary corrective action.
- In the event that the need for maintenance is caused through the negligent act of an owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.
- An owner may have a fenced area at the rear of their unit for which he is responsible. If the owner neglects maintenance the Association shall have the right to take action as it may deem necessary and the member will be assessed the cost of such maintenance.
- Extremely loud annoying music is prohibited.

USE RESTRICTIONS

- No noxious, illegal, or offensive trade, business or activity shall be carried out upon any lot or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. **Legal measures will be enforced to the full extent of the law.**
- The construction or maintenance of signs, **billboards or advertising structure of any kind on any lot is prohibited** except the following: One sign advertising the rental or sale of property shown on the recorded plat is permitted.
- No animals are to be kept, raised or bred. No dangerous animals. **For approved pets, see KHA Pet Policy.**
- No trash, ashes or other refuse **may be thrown or dumped on any lot** or tract in the subdivision.
- BBQ grills, bicycles and toys **must be kept behind units.**
- Satellite **dish installation must be approved** by maintenance personnel/Homes Association.

PET POLICY AND RULES OF PET OWNERSHIP

Kirktown Homes Association will follow the same rules as outlined by The Housing Authority of Kansas City, which is in compliance with section 227 of the Housing and Urban-Rural Recovery Act of 1983, and section 526 of the Quality Housing and Work Responsibility Act of 1998 provides for pet ownership by residents of public housing, under the following conditions and subject to the following restrictions:

- 1) For residents of the Kirktown proper, a common household pet is defined as domesticated animals, such as the following and are traditionally kept in the home for pleasure rather than for commercial purposes.
 - a. **Dogs**
 - 1) NOT PERMITTED: Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pincher, Husky, Malamute, Wolf House, Mastiff, Great Dane, Wolf, Coyote or any mix thereof. Kirktown reserves the right to add to this list if it deems it necessary.
 - 2) Dogs may weigh no more than 20 lbs. at maturity and no higher than 15 inches at the shoulders.
 - b. **Cats**
 - 1) Cats must be declawed.
 - 2) Cats may weigh no more than 15 pounds, at maturity.

c. **Birds**

- 1) Limit two (2) birds per cage.
- 2) No uncaged pole birds.

d. **Fish**

- 1) No more than 2 aquariums.
- 2) Total capacity of aquariums will not exceed 30 gallons.

Kirktown Homes Association reserves the right to decide if a pet meets this definition. Animals that assist disabled persons are excluded from weight limitations, with proper Documentation. Animals that assist disabled persons are subject to all other conditions and rules of this pet policy.

2) **Kirktown Residents shall only keep authorized and registered pets and are not allowed to keep another person's pet.** No pet will be allowed temporarily on the premises, unless it is through a visiting pet program by a humane society or other non-profit organization.

3) All pets **must be registered with the Kirktown Homes Association.** A pet registration form will be available.

4) Dogs and cats **must be neutered or spayed.** Proper documentation of spaying and neutering shall be placed in the residents file. Exceptions may be granted on a case by case basis for old or infirm animals.

5) Dogs and cats **shall be inoculated and licensed** as required by local ordinance. A copy of the license and documentation of inoculations shall be placed in the residents file.

6) **Only one dog or cat will be permitted per household.**

7) Cats and dogs **must be kept on a leash** under the control of a responsible individual, except when inside the owner's unit. Leash shall be 5' long.

8) **Residents are responsible for any and all damage** to Kirktown property and or any injury that is caused by his/her pet.

9) Residents with cats must empty **litter boxes at least 3 times a week** and properly dispose of the used litter. NOTE: Litterboxes must be of appropriate material and designed for use as a litter box.

10) Owners of **dogs agree to clean up after them** and to properly dispose of waste. When owners fail to clean up, owners agree to pay reasonable charges for pick up and disposal by Kirktown personnel.

11) Pet owners shall take adequate precautions to **eliminate pet odors** and maintain sanitary conditions at all times.

12) Any pet that **bites any person or attacks another animal must be permanently removed** from Kirktown property. Failure to remove the pet will result in legal action.

13) Pet owners are responsible for and **must control noise of pets** and insure that their pets do not disturb other residents. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from Kirktown Property. Substantiated written complaints by neighbors or Kirktown personnel will result in the owner being required to permanently remove the pet.

14) Any insect **infestation extermination required** will be provided immediately and is the responsibility of the owner.

15) Dogs **will not be secured on the common grounds to any fixture, tree, handrail, or fence.** Damage from these actions will be assessed and charged to the owner.

16) **No dog houses** will be allowed on the premises.

17) Pet owners are required to make **written arrangements for the care of their pet** in the event they are not capable of caring for their pets. Information as to the responsibility party's name, address and phone number that will be caring for the pet will be on file in the clubhouse.

18) **Dogs and cats shall not be left unattended for extended periods of time** and must be restrained by the owner when maintenance personnel enter the unit. An extended period of time is defined as any period longer than 24 hours.

19) **Animal Control Officers may enter a unit** to transfer any animal that is left unattended. In the event of any emergency, safety and/or health hazard, Kirktown has the right to have the pet removed from the premises by Animal Control. Kirktown accepts no responsibility for pets so removed.

20) **Failure to comply** with any of the above conditions shall be cause for permanent removal of the pet from Kirktown property and a lien against the property for any damages and/or costs resulting actions taken by Kirktown Homes Association.