

## **RULES AND REGULATIONS**

July 2019

GENERAL RULES AND REGULATIONS  
FOR  
ALLEN'S LAKE HOMEOWNERS' ASSOCIATION

These Rules and Regulations are intended to help residents live harmoniously while maintaining property values in Allen's Lake. Allen's Lake is managed by a Board of Directors consisting of three to nine owners who are elected at the annual meeting of the Association. All owners are notified of the annual meeting, and owners may vote in person, by proxy, or absentee ballot on business conducted at the meeting.

Board meetings are held once a month. Owners are encouraged to attend these meetings. Please contact the managing agent for a schedule of meetings.

ORGANIZATION

**1. Terms.**

"Association" means the group of people comprising the owners of record of the residences at Allen's Lake. One owner per residence shall vote on Association matters. The Association is represented by a Board as defined below.

"Board" means the Board of Directors of Allen's Lake as then constituted.

"Owner" means the owner(s) of record of any residence.

"Lessee" means the legal lessee of a residence as set out under paragraph 9 hereof.

"Resident" means the owner or lessee occupying a residence.

"Residence" means a complete living unit at Allen's Lake including decks, patios, porches, driveways, walkways from driveways to porches, and personal fenced areas not maintained by the Association.

"Common area" means any location that is not part of a residence, including, but not limited to, streets, walks (including those that are part of the residences), grassy areas, pool area and lake.

**2. Approval of Rules and Regulations:** These rules and regulations governing the use of the common areas and the personal conduct of the residents, their families and guests, thereon, shall be made, amended from time to time, and penalties established for infractions thereof by the Board of Directors of the Association.

Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all residents in a manner established by the Board of Directors.

**3. Duty to Enforce:** The Association shall have the right and the duty to enforce each and every provision of these rules and regulations.

**4. Right to Enter:** Residents will permit access to units as needed so that maintenance that is the responsibility of the Association can be accomplished. Timing of such entrance shall be pre-arranged and mutually agreeable.

**5. Work by Agents of the Association:** No employees or agents of the Association shall be used for work which is the responsibility of the owner unless written permission is given by the Association or managing agent in advance.

## **RESPONSIBILITIES OF THE RESIDENTS**

**6. Residents Responsible for Guests:** Residents shall strictly observe and shall cause strict observance by their guests and all other persons who are on the premises with the resident's consent all rules and regulations issued by the Association.

**7. Noxious, Dangerous, and Offensive Activities:** No noxious, dangerous, or offensive activity or thing shall be carried out or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the development or the residents.

**8. Home Professions and Industries:** Home professions and industries that require guests or patrons to visit the residence are strictly prohibited within Allen's Lake. Home professions and industries that require having a fully functioning home office are permitted, provided there is nothing visible from the exterior of the unit that indicates a home profession or industry is operating inside, and provided that such home profession or industry is not a nuisance to neighbors or to the development as a whole.

**9. Complaints/Needed Repairs:** Complaints regarding services or operation of the common areas shall be made to the Association in writing, email or by telephone through the managing agent. Requests for exterior repairs or maintenance that are the responsibility of the Association, likewise, shall be made to the Board of Directors (email [bod@allenslake.com](mailto:bod@allenslake.com)) or to the Current Managing Agent. The managing agent is identified in the quarterly newsletter.

**10. Signs:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any owner on any part of the outside of the building, hung from windows, or placed on window sills, residence driveways or walkways, or placed on common areas. However, small security company signs are permitted (no more than two per residence), and standard sized "For Sale" signs may be placed in the common area.

**11. Pets:** Pets shall be confined at all times to the residence or kept on a leash when outside the residence site and in the common areas. Pets shall not be left unattended on the common area even though they are leashed nor shall the same be kept on a regular basis outside the Owner's unit.

Each residence may have up to two dogs and two cats. Birds, reptiles, mammals or insects customarily maintained in cages may be kept as pets and are not included in the pet limitation, but must be confined exclusively within the residence.

All owners are required to immediately clean up any droppings left in the common area by their pets.

Pets shall not unreasonably disturb any resident.

The owner of any pet shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development.

**12. Bicycles, Scooters, Porch Furniture:** No bicycles, scooters, carriages or similar vehicles or other personal articles shall be allowed to stand in any of the common areas, streets, residence driveways or walkways. All such vehicles shall be stored in garages or inside the residence.

Use of such vehicles is restricted to streets and sidewalks. Porch furniture shall not be regularly used or kept on any of the common areas, streets, residence driveways or walkways, but shall be restricted to use on decks, patios and porches.

**13. Noise:** No resident shall make or permit any noises or similar offensive circumstances that will disturb or annoy occupants of any of the residences and interfere with the rights, comfort or convenience of other residents.

**14. Refuse:** All refuse from each residence shall be deposited in trash containers intended for this purpose. The Association shall arrange for appropriate trash collection.

### **BUILDING EXTERIORS**

**15. Architectural Control:** No exterior building, fence, wall, planting, or other structure or improvement shall be commenced, erected, or maintained, nor shall any exterior addition to or change or alteration to any unit be made without first obtaining the express written consent of the Board, which shall have complete control of all such matters relating to Allen's Lake and may consent or withhold its consent on such basis as it deems proper. The Board shall have complete and exclusive control of all such matters relating to Allen's Lake and may further promulgate such rules, guidelines, and requirements as it deems necessary in order to assure the continued maintenance and operation of Allen's Lake as a first-class development. Certain defined options exist at Allen's Lake Association, and are listed in the Allen's Lake Homeowner Association Architectural Control Committee Policy.

**16. Damage to Buildings:** Any damage to the portion of a building which the Association is required to maintain that is caused by the moving or carrying of furniture, merchandise, or packages shall be paid by the owner of the residence or the owner to whom or from whom such items are being delivered.

**17. Cleanliness/Repair:** Each resident shall keep his unit in an excellent state of maintenance and cleanliness, and shall keep the unit entrances and exteriors free and clear of unsightly objects.

**18. Walks and Entries:** The walkways and driveways in front of residences and the entrances to them shall be kept unobstructed and used only for ingress to and egress from the residences.

**19. No Interference with Heating or Lighting:** No Owner shall interfere in any manner with any heating or lighting apparatus in or about the common areas, or in or about the building containing same, except such apparatus used to serve said Owner's unit.

**20. Awnings/Windows:** No awnings, window guards, light reflective materials, storm windows or doors, ventilators, fans, air conditioning devices, window boxes, flower boxes, or other articles are permitted in the sill of any window or shall be used in or about any residence except those approved by the Association under paragraph 17.

Nothing shall be projected out of any window or from any balcony, patio, or deck in or about the residences and nothing shall be hung from the outside of the windows or porches without the prior written approval of the Association under paragraph 17, unless same cannot be seen beyond

said residence's lot line. Furthermore, no laundry, wash, clothing, rugs, carpets, or other articles may be placed on window sills or hung in or from windows, porches, balconies, decks, patios, or entrances, or be aired or dried anywhere other than inside the unit proper or in such other places, if any, as the Association may from time to time designate for such purpose.

**21. No Decorating:** No decorating, alterations, or painting to the common areas shall be done by the Owners, at any time without prior approval from the board.

**22. Firewood:** Fireplace wood shall be stored in the garage or on the patio or deck and not upon entry porches, residence driveways or walkways, the common area, or in other visible locations.

**23. Garage Doors:** Garage doors shall remain closed except to afford access to and from the garage. Exceptions: an opening of no more than 12 inches is allowed for ventilation. The garage door may remain open at such time as a resident is in the garage working on a project.

### COMMON AREAS

**24. Damage to Common Area:** Any damage to the buildings, recreational facilities or common areas caused by a resident, his guests, employees, or agents working for the resident shall be repaired at the expense of the owner.

**25. No Active Sports:** Active sports, such as baseball, football, badminton, etc., shall be prohibited on the grounds, walks, and lawns adjacent to the buildings.

**26. Cooking:** Cooking shall be permitted only inside the unit proper, the patio/deck adjacent to the unit, or in such outside public areas, if any, as the Association may from time to time designate for such purpose.

**27. Vehicles and Parking:** No watercraft, watercraft trailer, house trailer, camper, camper trailer, recreational vehicle, commercial vehicle (rated 1-ton capacity or larger) or similar item shall be stored or permanently, continually, or regularly parked in or on any street, the common area, or on any driveway.

All other vehicles shall be parked in the garage or on overflow parking spaces and not continually parked on a regular basis on the street or driveway.

No vehicle belonging to any resident, or to a member of the resident's family or his guest, or employee, shall be parked in such a manner as to impede or prevent ready access to another resident's garage.

No junk or inoperable vehicle or other vehicle on which current license plates are not displayed shall be kept on the common area or on driveways.

Vehicle washing and waxing is permitted on driveways. Light maintenance (e.g. changing oil) is permitted provided it is totally accomplished inside a closed garage. Heavy maintenance or repair shall not be carried out within the development.

**28. Trees and Plantings:** The care and maintenance of all trees, plantings, and lawn areas within any fenced area for which the owner has opted not to have the Association care for, shall be the

responsibility of the unit owner. All other trees and plantings shall be the responsibility of the Association and shall not be trimmed or removed by a resident.

No Owner shall cut or permit family, agents, employees, or visitors to cut flowers or shrubs, or pick or cut branches from trees, on the grounds surrounding the building or planted area of the property common areas. No vegetable plots or flower gardens shall be planted or cultivated on the common areas.

In the event an owner should desire to plant a tree or other planting outside his personal fenced area, he may do so with the permission of the Board, and all subsequent care and replacement thereof shall be at the sole discretion of the Board, and the owner shall have no further right with regard thereto. Any such planting obtained by an owner and planted with the approval of the Board shall be at no expense to the Board.

**29. Fenced Area:** The Association shall have the right to enter any fenced area for which the owner has opted not to have the Association care to trim or prune, at the expense of the owner, any hedge or other planting which, in the opinion of the Association, by reason of its location within the area or the size to which it is permitted to grow, is unreasonably detrimental or obscures the view of street traffic or is unattractive in appearance. The owner shall be notified in writing prior to any such trimming and pruning and given ten days during which to trim and prune.

**30. No Interference with Lighting or Irrigation:** No resident shall interfere in any manner with any lighting or irrigation apparatus in or about the common areas, or in or about a building containing same, except in the case of an emergency.

**SWIMMING POOL  
RULES AND REGULATIONS  
FOR  
ALLEN'S LAKE HOMEOWNERS' ASSOCIATION**

1. The pool is for the use of the residents. Guests are welcome so long as they do not cause overcrowding of the pool area to the detriment of residents.
2. Access to the pool shall be by key only. Each owner will be issued with a pool key, and each resident is responsible to bring the key to the pool for each visit. Do not open the pool lock for persons who are not known to you, and lock gate when leaving. Replacement key is \$25.
3. Residents and their guests assume all risks when in the swimming pool or pool area.
4. Residents 18 or over must remain with guests when they are at the pool. Unaccompanied guests are not permitted.
5. Residents and their guests are responsible for damages to any of the equipment available for use in the pool area.
6. All persons under the age of 18 must be accompanied by an adult while in the pool area.
7. The pool closes each day at 10:00 p.m.
8. Only non-glass containers are permitted in the pool area.
9. Swimsuits must be worn in the pool. Cut off pants and jeans are not allowed.
10. Footwear and a towel or cover-up must be worn between the unit and the pool.
11. Pool users are expected to show courtesy to others in the choice and volume of any music played in the pool area.
12. Since the pool is being used by many units, the Owners must be considerate of the rest of the residents in the matter of inviting guests, as the residents living in the units must have first consideration as to the use of the pool. It is suggested that Owners give careful thought to inviting any guest, especially children, on Saturdays, Sundays, and holidays when most of the residents will be at home.
13. No smoking in the pool area.

**LAKE RULES AND REGULATIONS  
FOR  
ALLEN'S LAKE HOMEOWNERS' ASSOCIATION**

1. Residents and their guests assume all risks when on the lake or lake area and are responsible for any damage to facilities on the lake or lake area.
2. Guests must be accompanied by an adult resident at all times while in the lake area.
3. All litter generated by lakeside activities shall be removed from the lake bank and deposited in a proper container.
4. Only non-glass containers are permitted on the lake or along the lake bank.
5. Only people-powered or electric trolling motor-powered watercraft are permitted on the lake.
6. Only attended fishing lines are permitted.
7. All watercraft must be stored privately off the lake and common area. However, watercraft may be moored to any structure for a period not to exceed 48 hours.
8. Children under the age of 16 years are permitted on the lake in a watercraft or other flotation device only when accompanied by an adult resident.
9. One Coast Guard approved life jacket for each passenger must be in any watercraft on Allen's Lake. Children age 12 and under must wear a Coast Guard approved life jacket while in a watercraft on Allen's Lake.
10. Abandoned, dilapidated or nonfunctional watercraft shall be removed at the owner's expense.
11. Swimming and wading are not permitted in the lake.
12. Fish shall not be cleaned on or around the lake or common area.
13. Removing and/or throwing riprap rock into the lake is prohibited.
14. Any and all activities on the lakes, when they are frozen, are prohibited.



**ALLEN'S LAKE  
HOMEOWNER'S ASSOCIATION**

**SNOW REMOVAL POLICY**

Snow will typically not be removed until accumulated snowfall reaches 3 inches. If forecasts are for considerable snowfall, the contractor may begin clearing snow prior to 3 inches of accumulation if this results in more efficient and therefore economical removal.

All streets within Allen's Lake are owned by the Association. Therefore snow removal is at our expense. PLEASE park all vehicles in garages or designated parking areas to speed up, and thereby reduce costs to the Association.

All driveways will be cleared in accordance with the guidelines established for streets.

Sidewalk snow removal is the responsibility of the home owner.

Please remember that we live in a congested area. Snow will be "pushed" into piles and every effort will be made to open as much street and driveway area as possible.

If you wish to contract for snow removal on your sidewalk, you may do so at your expense.

**ALLEN'S LAKE  
HOMEOWNER'S ASSOCIATION**

**TREE AND SHRUB POLICY**

Section 6.07 of the "Declaration of Allen's Lake Townhouses" defines care and maintenance responsibilities for all trees and shrubs located in the development. This section states:

A. The care and maintenance of all trees, plantings, and lawn area within any fenced area for which the Association elects not to so care and maintain shall be the responsibility of the unit owner.

It is the Board's position that all trees and plantings in the development will be maintained by the Association regardless of location. This excludes flower gardens. If a unit owner wishes to maintain trees and plantings within the fenced area of his unit, a written Exemption Request must be made to the Board and subsequently approved. The Board retains the right to maintain exempted trees and plantings if, in the opinion of the Board, said trees or plantings are not consistent with the overall appearance of the development. Maintenance of any lawn area within a fenced or enclosed area is the responsibility of the unit owner. The lawn service company maintaining the development will maintain said area at owner's expense, if requested.

B. All other trees and plantings shall be the responsibility of the Association and shall not be trimmed or removed by an owner.

The Board will contract for and oversee the planting, care, maintenance, removal and replacement of all trees and plantings considered to be in the "common areas."

C. If an owner should desire to plant a tree or other planting, he may do so with the permission of the Board and at his expense. The Association has no obligation to replace.

**ALLEN'S LAKE  
HOMEOWNER'S ASSOCIATION**

**ARCHITECTURAL CONTROL COMMITTEE POLICY**

1. Exterior Painting: Exterior Painting of units is under the control of the association. Units are painted on a rotational basis depending on many factors and decided by the Board of Directors.
2. Homeowners are allowed to change exterior paint colors without ACC/HOA approval if they meet the following guidelines:
  - a. A color palette of approved colors and combinations is available at Sherwin Williams 3839 N. Woodlawn, Wichita Kansas 67226.
  - b. Single Family units may choose any of the approved palettes.
  - c. Multi-Family units must have unanimous consensus for a new palette. Without consensus, color matching to the existing colors will be the color choice.
  - d. Palettes define Trim, Body, and front door color. Doors are not painted by association and are homeowner's responsibility.
  - e. Front and rear doors MAY match the body or trim color, palette door color are the optional door color choice.
  - f. If the new color(s) requires additional coats due to color change, the additional cost shall be homeowner's responsibility.
  - g. Wood fences shall be painted the same color as the Residence, and shall be the responsibility of the homeowner. Masonry fences may remain their natural color or be painted same color as the residence. Masonry courtyard/patio enclosures are considered fences, and shall be the responsibility of the homeowner.
  - h. Colors other than approved palettes may be submitted to the ACC for consideration. Submit other requests to [bod@allenslake.com](mailto:bod@allenslake.com)
3. Decks are the Homeowners responsibility to maintain. Deck Maintenance that duplicates current deck finish and color may be completed without ACC approval.
  - a. Deck Color may be change from existing color to a preapproved palette available at Sherwin Williams, 3839 N. Woodlawn, Wichita Kansas 67226. In general the color maybe Traditional Redwood stain, Dark Brown, Some Black trim. Other color combinations must be submitted to the ACC for approval.
  - b. Change of existing deck construction (rails, iron trim, etc.) require ACC approval. Submit plans to include dimensions, materials, colors, location and other pertinent information to [bod@allenslake.com](mailto:bod@allenslake.com)
  - c. Exterior lighting are Homeowners responsibility to maintain. Homeowners are allowed to replace existing exterior lighting fixtures without ACC approval if they meet the following guidelines: All exterior lights must match. If homeowner replaces a single fixture, the remaining must be replaced with the same style as the new fixture. Sizes may vary for location, but style must be consistent. Multiple garage lights must be the same size/style. Multiple Deck lights must be the same size/style.
  - d. All Lights must be metal housing, with frosted glass covering (globe). Metal must be either a black wrought iron, or rubbed oil finish.

- e. Total fixtures width will be no less than 6” and no more than 12”. Total fixture height will be no less than 12” and no more than 18”.
  - f. Other fixtures homeowner wishes to install, or different styles will require ACC approval. Submit photo of Light Fixture, along with dimensions to [bod@allenslake.com](mailto:bod@allenslake.com)
4. Garage Doors (like all other doors) are responsibility of the Homeowner to maintain, paint, and replace. Garage Doors shall be the same color as the Home/Unit body color. Doors shall be flat paneled, and either wood or insulated steel. All door replacement require ACC approval. Submit Photos and supporting documents to [bod@allenslake.com](mailto:bod@allenslake.com).