

Briarwood Community Association Rules and Regulations

Use and occupancy Restrictions

The Use and Occupancy Restrictions (“restrictions”) hereinafter set forth are hereby established in the Community, and shall apply to the Community the same as if set forth in the Declaration word for word. In the event of any conflict between these restrictions and the Declaration, the Declaration shall prevail.

1. Residential Use. Each lot within the community may be used only for single-family residential purposes, and for no other purpose; provided, however, that (i) secondary dwellings (either attached or detached) shall be permitted on any lot, subject to approval by the Design Review Committee. No temporary buildings, structures or trailers may be erected, placed or maintained on any lot, except as expressly permitted by the Design Review Committee.
2. Signs. No permanent or temporary sign of any kind shall be displayed to the public view, or from any lot, without the approval of the Design Review Committee. However, the following temporary signs are permitted (a) signs that may be required by legal proceedings, or the prohibition of which is precluded by law; (b) signs advertising the lot as being for sale; or (c) signs promoting political candidates or ballot questions but only 45 days before and two days after the day of election. (d) Student recognition signs (e) Security Alarm Signs (f) Contractor signs within 30 days of completion of work. Permitted signs shall not exceed five square feet in total area or be more than three feet in height.
3. Animals. No animals, including horses or other domestic farm animals, livestock, fowl or poisonous reptiles (referred to collectively as “animals”) of any kind may be kept, bred, or maintained on any Lot, except a reasonable number of commonly accepted household pets in accordance with the Community Association Rules and Regulations. No animals shall be kept, bred or raised within the Community for commercial purposes. In no event shall any animal of any nature exceed a density of 3 animals of any one species on any Lot. In no event shall any domestic pet be allowed to run free away from its owner’s Lot or so as to create a nuisance.
4. Nuisances. No owner shall permit or suffer anything to be done or kept about or within his or her Lot, or on, or about, any portion of the Community, which will obstruct or interfere with the rights of any owners, occupants, or persons, or annoy them by unreasonable noises, or otherwise, nor will he or she commit, or permit any nuisance, or commit, or suffer any illegal act to be committed therein. Each owner shall comply with the Community Association Rules and Regulations and the requirements of all health authorities and other governmental authorities having jurisdiction over the property.

5. Parking. No motor vehicles, including trailers, motorcycles, buses, motorhomes, campers, recreational vehicles, trucks, boats and automobiles shall be parked on any street or alley within the Community other than for the temporary convenience of the Owners or Occupants, or for the non-overnight visitation of guests and invitees of owners and occupants. No commercial vehicles shall be stored or parked on any Lot, except while parked in a closed garage unless otherwise approved by the Community Association. No vehicles shall be repaired (except minor repairs) or rebuilt on any Lot. The Community Association Board shall have the authority to remove from any public or private street or alley, any unauthorized vehicle or other item parked or stored on a street or alley in violation of these rules and regulations. Such removal shall be at the expense of the owner and may be charged to such owner as a special assessment pursuant to the provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, street parking shall be in the cut-out parking sections only.
6. Lights and Christmas Lights. No spotlights, flood lights, or other lighting shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots. All exterior lighting shall have concealed energy source, colors other than white or simulated torch are not permitted. Except for seasonal decorative lights, which may be displayed between October 1 and January 31 only, and which do not unreasonably interfere with the enjoyment of adjoining Lots nor constitute a nuisance, no exterior lighting shall be installed or maintained on any Lot if the Design Review Committee shall object thereto. All improved Lots must have two properly installed and maintained lights located on either side of the garage entry doors which meet the following specifications: photocell activated with white or simulated torch color. The Design Review Committee may modify these yard-light specifications or approve variances to these yard-light specifications only if no lantern and post specified are no longer commercially available or in the event of other special or unusual circumstances.
7. Antennas. No external radio, television or other antennas of any kind or nature (including but not limited to "satellite dishes") larger than two feet in diameter or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot without the prior approval of the Design Review Committee.
8. Garbage. Only City Approved trash, recyclable, and yard waste bins or bags are allowed in the community. No trash, or recyclables bins shall be kept, maintained or contained in any Lot so as to be visible from the front center of the lot except for the 24 Hours preceding and following city defined trash pickup day. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established by the Design Review Committee.

9. Mining. No portion of the Community shall be used in any manner to explore for or remove any water, oil or other hydrocarbons, or minerals of any kind, or either substance of any kind.
10. Safe Conditions. Without limiting any other provisions in this document, each owner shall maintain and keep his or her Lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from activity which might interfere with the reasonable enjoyment by the other owners of their respective Lots. All improvements on a Lot which are damaged by or destroyed by fire or other casualty shall be repaired and restored by the owner therefore with due diligence.
11. Basketball Goals and Playground Equipment. No basketball goals shall be attached to any part of a building that shall face any street, nor shall any basketball goal be placed in the front yard of any lot. All basketballs goals shall be in the rear yard of a Lot, and shall be glass construction (clear), freestanding (i.e. attached on separate poles.) All such goals, outdoor playground equipment, swing set, slipper-slides, monkey-bars, and similar devices are subject to the approval of the responsible Design Review Committee. All such playground equipment must be placed to the rear of the lot to the extent practical, if approved by the Design Review Committee.
12. Clotheslines. No portion of any Lot shall be used as a permanent drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on each Lot. Temporary, retractable clotheslines approved by the Design Review Committee are permitted.
13. No Further Subdivisions. No Lot shall be divided or subdivided.
14. No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designated on the Plat, or other binding document, as a “drainage easement”, or which has been intentionally contoured to facilitate drainage, except that, with the prior consent of the City and the Design Review Committee, nonpermanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.
15. Outbuildings. No Building or other detached structure may be erected on any Lot without the consent of the Design Review Committee..
16. Above-Ground Pools. No above-ground swimming pools shall be allowed on any lot without the approval of the Design Review Committee
17. Storage Tanks. No exterior storage tank for fuel shall be allowed on any Lot.
18. Garage Doors. Garage doors shall not be left open for a period exceeding 12 continuous hours.
19. Rental of Lots. An owner who leases his or her Lot to any person shall be responsible for assuring compliance by his or her lessee with all of the provisions of this Declaration, the Design Standards, and the Community Association Articles and Bylaws, all as amended and supplemented from time

to time, and shall be jointly and severally responsible for any violations by his or her lessee thereof.

20. Leasing. No Lot or residence thereon shall be rented for transient purposes, or without the prior written approval of the Community Association Board, to more than (3) persons who are not related by blood or marriage. No owner shall be entitled to rent his Lot or residence thereon if he is delinquent in the payment of any assessment required by this Declaration. Any lease or rental agreement pertaining to a Lot or residence thereon shall be approved by the Community Association Board prior to any lessee or tenant taking occupancy thereunder. All leases or rental agreements shall contain a provision to the effect that the rights of the tenant to use or occupy the Lot or residence thereon Lot or Community Association Bylaws, and to the Community Association Rules. The provisions of this paragraph shall not apply to any institutional mortgagee who obtains possession of a Lot or residence thereon as a result of any remedies provided by law or in the mortgage, as a result of foreclosure sale or other judicial sale, or as a result of any proceedings, arrangement, or deed in lieu of foreclosure.
21. Solar Panels. Solar panels shall not be erected without the prior written consent of the Design Review Committee.
22. Lawn Ornamentation. No lawn ornaments of any kind are permitted in yards visible from any street without written prior approval from the Design Review Committee. Pergolas and trellises shall be permitted, subject to the written prior approval of the Design Review Committee.
23. Landscape and Lawn Care. All Lots shall be landscaped in accordance with a plan, submitted by the owner, to be approved in writing by the Design Review Committee. Such landscape plan shall include information regarding type of sodding, seeding, trees, hedges and shrubs, and information regarding other customary landscape treatment for the entire Lot, including fences, walls, screening, surface water drainage, and sprinkler irrigation systems. Any other information required by the Design Review Committee pertaining to landscaping shall also be submitted and require approval of the Design Review Committee. All landscaping shall be undertaken and completed in accordance with such approved plan, and such plan may not be altered, amended or revised without written approval of the Design Review Committee. The approved landscape plan shall be completed within six (6) months after the approval of the plans by the Design Review Committee. Each owner, at his or her own expense, shall maintain the landscaping and lawn area within his or her own Lot. Lawns shall be maintained at a height of no more than four (4) inches and shall be fertilized and treated for pests and weeds as necessary, but not less than annually. An easement is hereby created in favor of the Community Association, and its agents, to enter on, over and under each Lot for the purpose of maintaining and ordinances of the City of Lawrence, Kansas. Such easement shall include the right, after reasonable notice to the Lot owner, to plant, trim, cut and remove any grass, trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary for such purposes. The

- reservation of an easement and right under this paragraph shall in no way be construed or interpreted to imply or impose an obligation on the Community Association to maintain and correct the landscaping, lawn, and drainage of surface water on or within any Lot.
24. Unfinished or Damaged Building. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage.
 25. Overhead Wires Prohibited. No power, telephone service, or cable television connection lines may be erected or maintained above the surface of the ground on any of the Lots, except such power, telephone service, or cable television connection lines, or their replacements, that may exist on the date of the Declaration.
 26. Violation of Law or Insurance. No Owner shall permit anything to be done or kept on his or her Lot, or in, or upon any common maintenance areas, which will result in the cancellation of any insurance thereon or, which would be in violation of any law. In the event that any law is more restrictive than the provisions hereof, such law shall govern.
 27. Building Setbacks. Community Association reserves the right to impose minimum building setbacks upon any of the Lots, from time to time, more stringent than standards established by the City of Lawrence. These additional minimum setbacks will be established as a means to control the overall visual impact from the street. Minimum building setbacks established by the Community Association, especially for unique lots, may vary from typical standards.
 28. Secondary Residence. Secondary residences (either attached or detached) are permitted on each Lot, provided, however, that the size and configuration of each such Lot shall reasonably accommodate the proposed secondary residence(s). Guest residences shall have the same architectural treatment and be constructed of the same materials as the residence proper, and are subject to approval by the Design Review Committee. Secondary residences shall be permitted only on those lots as shown on the Development Plan, shall have the same architectural treatment, and be constructed of the same materials as the Primary Residence on a lot, and shall be subject to approval by the Design Review Committee.
 29. Approved Exterior Paint Colors. Exterior Paint colors must come from one of the color scheme options for the body, trim, and accents outlined in the Sherwin-Williams [Craftsman Design Exterior Paint Colors](#) or [Traditional Design Exterior Paint Colors](#). All exterior paint projects should first be proposed to the Design Review Committee and include reference to the intended color scheme for the project.

30. Enforcement. The Community Association or its authorized agents may enter any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expenses and such fines as may be imposed pursuant to the Declaration, or the Community Association Rules shall be a Special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article V of the Declaration. All remedies described in Article XV of the Declaration and all other rights and remedies available at law or equity shall be available in the event of any breach by any owner, occupant or other person of any provision of these restrictions.

31. Process for Enforcement

1. The Board of Directors will adhere to the process adopted below for enforcement.

A. Complaint. Any homeowner may send the Community Association Board of Directors (Board) a formal, written complaint, through electronic mail or regular mail, of an existing covenant, restriction or rule violation including as much information regarding the violation as is known. Complaints also may be initiated by the HOA property manager or by any member of the Board of Directors. The Board will review the Complaint and make a determination as to whether there is sufficient information to move forward with the Notice and Hearing procedures.

B. Notice of Alleged Violation. A Notice of Alleged Violation of any of the provisions of the Declaration of Easement, Covenants, Conditions and Restrictions (the Declaration) or the Rules and Regulations established under the authority of the Declaration should be sent to the Owner as soon as is reasonably practicable following the receipt of the Complaint. The Notice should describe the nature of the violation, state the relevant rule(s) or Declaration section(s), the right to a Hearing and the process for requesting one, and possible consequences or fines that may be applied should the violation continue. The Notice may also refer to relevant violations of City code. The Notice will be delivered by regular mail to the address provided to the Association for the homeowner and by email if an email address has also been provided.

C. Request for Hearing. After receipt of a second Notice of Violation, the Owner may request a hearing to challenge or contest the alleged violation or to discuss mitigating circumstances. To request a hearing, the Owner must send a written request within 14 days from the date of the second notice (postmark or email delivery date). The Request for Hearing should describe the grounds for challenging the alleged violation and/or provide a summary of the mitigating circumstances. Failure to request a hearing within 14 days shall be determined to be a waiver of such right. At the conclusion of the 14 days, if no hearing is requested, the Board shall determine the final consequence and/or corrective action for the violation. Written notice of that decision should be sent within 14 days of the decision.

D. Hearing Panel. The President of the Board will select three (3) members of the Association to serve as the Hearing panel. Effort will be made to select hearing panelists who are impartial, objective, and free of conflict in the matter. Residency within Briarwood is not a conflict itself. The Hearing Panel will select from within their own Presiding Officer who will have responsibility for scheduling the hearing, chairing the meeting, and communicating their decision to the Owner, President of the Board, and/or the Property Manager. Each member of the Hearing Panel will vote in reaching the decision. The Presiding Officer will send Notice of the Hearing date, time and location by regular mail to the address provided to the Association for the homeowner and by email if an email address has also been provided. The Hearing should take place no sooner than 14 days from the postmark date.

E. Hearing. The Presiding Officer shall chair the Hearing, provide an overview of the process for the meeting. The Owner has the right to attend the Hearing and present evidence, testimony, or witnesses. Unless otherwise provided by Kansas Law, the Hearing shall be open to the public. Only the Owner, witnesses called, the President of the Board, Property Manager, or Hearing Panel will have speaking rights.

F. Decision. The Hearing Panel will deliberate immediately following the hearing and communicate their Decision to the President of the Board. The recommended Decision must be reached by a majority vote of the Hearing Panel. The Hearing Panel will determine whether a violation exists and the appropriate fine or other consequence to be imposed. The Board will make the final determination on whether to accept the Hearing Panel's recommendation or send it back to them for additional consideration. After the Board's vote, written Notice of the Hearing Panel recommendation and Board decision will be sent by regular mail to the address provided to the Association for the homeowner and by email if an email address has also been provided, postmarked and/or email date no more than 14 days following the date of the hearing. A copy of the Written Notice will be provided to the President of the Board and the Property Manager.

2. The following fines schedule will be followed.

Violation	Initial	First Notice of Violation Sent	\$0 fine assessed
Violation continues	30 days from Initial Notice	Second Notice of Violation Sent	\$0 fine assessed
Violation continues	No sooner than 45 days from Second Notice OR 14 days following Hearing Panel decision.	Third Notice of Violation Sent Includes final determination made by Hearing Panel or Board of Directors.	\$100 monthly fine (due on the 1 st of the month, late fees and interest mirror those for non-payment of Assessments)
Violation continues	No sooner than 60 days from the Third Notice	Fourth Notice of Violation Sent	No change in fines assessed.
Violation continues	No sooner than 30 days from Fourth Notice.	Fifth Notice of Violation Sent Includes termination of Voting Rights and notice of intent to pursue legal action.	Monthly fine increases to \$250. (due on the 1 st of the month, late fees and interest mirror those for non-payment of Assessments)
Violation continues	Next steps determined in consultation with legal counsel.		

3. Additional Enforcement rights.

- A. Legal Action. The Board of Directors may at any time pursue legal action against an Owner to enforce any of the provisions of the Declaration of Easement, Covenants, Conditions and Restrictions (the Declaration) or the Rules and Regulations established under the authority of the Declaration.
- B. Additional Assessments. In addition to fines, the Board and/or Hearing Panel may levy additional assessments to cover costs incurred to repair damage caused by an Owner's negligent or willful act.
- C. Voting Rights. As outlined in number 2, Voting Rights for the Owner cease when a Fifth Notice is sent.
- D. Failure to Enforce. Failure of the Association to enforce any of the provisions of the Declaration of Easement, Covenants, Conditions and Restrictions (the Declaration) or the Rules and Regulations established under the authority of the Declaration will not be deemed a waiver of the right to do so for any subsequent or continuing violations.

31. Modification. The Community Association may further restrict, modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Community and the Lots by reasonable rules and regulations of general application within the Community adopted by the Community Association Board from time to time which shall be incorporated into the Community Association Rules.

3-11-2025	Adopted and Approved
10-6-2025	Adopted following period of notice and comment following Annual Meeting
11-10-2025	Revisions to 31.2 for clarity for violations notice timeline minimums