

RULES AND REGULATIONS OF
THE WHITE OAK VILLAGE CONDOMINIUMS

(A) General:

(1) The White Oak Village Condominiums, Inc (the council), acting through its board of directors on behalf of all the unit owners of the White Oak Village Condominiums, has adopted the following rules and regulations (the regulations) to govern, in part, the operation of the White Oak Village Condominiums, the master deed for which is of record in _____ Book _____, Page _____, in the Office of the County Clerk of Scott County, Kentucky (certain terms used in these regulations without definition have the meanings set forth for them in the master deed). These regulations may be amended from time to time or repealed by resolution of the board of directors enacted in accordance with the bylaws of the council.

(2) Wherever in these regulations reference is made to unit owners, such term shall apply to the owner of any unit within the White Oak Village Condominiums, to such unit owner's family, tenants (whether or not in residence), servants, employees, agents, visitors and to any guests, invitees, or licensees of such unit owner, his family or the tenant of such unit owner. Wherever in these regulations reference is made to the council, such reference shall include the council and any managing agent for the White Oak Village Condominiums when the managing agent is acting on behalf of the council.

(3) The unit owners shall comply with all the regulations hereinafter set forth governing the units, buildings, building entrances, drivers, recreational areas, grounds parking areas, and any other common elements appurtenant to the condominium project.

(B) Restrictions on use:

(1) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the board of directors except as expressly permitted under the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any unit owner in any manner except for temporary decorations for traditional holidays. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy units. The sidewalks and building entrances shall be used for no purpose other than for normal transit. No unit owner shall enter upon the roofs of the buildings without the prior consent of the board of directors or managing agent and no antennas, satellite dishes or other devices for transmitting or receiving electronic, microwave or similar signals or any other structure, equipment, or other similar items may be placed on any roof.

(2) Nothing shall be done or kept in any of the common elements, which will increase the rate of insurance for the buildings or contents thereof, without the prior written consent of the board of directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any ordinance, or regulation. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be committed on the condominium project. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the board of fire underwriters and the public

authorities having jurisdiction over the same, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

(3) The following apply to storage and refuse:

(a) Debris, inoperable vehicles, appliances, furniture, lawn tools, boxes or building materials may not be stored on any residential lot.

(b) Trash should be bagged, tied and confined to approved containers and shall not be visible from neighboring properties or the street except during collection periods.

(c) In keeping with local ordinances regarding trash removal, receptacles should not be placed on the street before 3 p.m. local time on the evening prior to pickup day, and receptacles should be removed from street and returned to the storage area no later than 24 hours following pickup date.

(d) All garbage and trash receptacles must be kept in out of sight areas when not placed out for pickup.

(4) Except in the recreational areas designated as such by the board of directors, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property be left unattended in common areas of the building entrances, parking areas, sidewalks or lawns or elsewhere on or within the common elements.

(5) The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturers' directions.

(6) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, or windows, thereof any dirt, water, or other substance.

(7) Nothing shall be done to or in any unit or in the common elements (whether general or limited) which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements, except upon the prior written consent of the board of directors.

(8) No improper, unlawful, noxious, or offensive activity shall be conducted in any unit or on the common elements, nor shall anything be done therein which may be or become unreasonable annoying or a nuisance to the other unit owners or occupants of the units. No unit owner shall make or permit any unreasonable loud or disturbing noises in any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.

(9) Unit owners, the Declarant, the board of directors, or the managing agent, and any mortgagee who may become the owner of any unit, may place for sale, for rent, or for lease

signs on units for the purpose of selling or leasing the same. No sign should be no larger than four (4) square feet, and the sign must be placed in a frame that will withstand natural elements (wind, rain, snow, etc.). Signs may not contain any material considered offensive by the board of directors, and any sign in violation of this restriction shall be removed upon notice from the board of directors.

(10) Except for the for sale, for rent, and for lease signs permitted by these regulations, no unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or the common elements appurtenant thereto, whether through or upon the windows, doors, or masonry of such unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or any other items. Unless a unit owner is experiencing an HVAC issue that cannot be resolved in a timely manner, no window exhaust fan or air conditioning unit can be installed by the unit owner beyond the boundaries of the unit. A unit owner may, however, use a central radio or television antenna provided as part of the unit. No clothesline, clothes rack, or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the board of directors.

(11) No fences may be erected around or on any portion of the common elements. No statuary, monuments, lawn ornaments, or similar items may be placed on any portion of the common elements.

(12) No plants, shrubbery, trees, flowers, vines, or grass shall be planted on or removed from any part of the common area without the prior written consent of the board of directors. In order to achieve consistency and an integrated look to the landscaping, all exterior elements will be maintained by the Developer or the Project. However, there **MAY** be an area or areas designated specifically for residents to maintain as a vegetable or flower garden as a shared effort. Such an endeavor may be initiated and continued only as it may have positive effects on members and that it not become unsightly or neglected so as to become an undesirable entity of the development.

(13) The following rules apply to the exterior of the buildings:

(a) No articles which might prove potentially hazardous, such as window boxes, shall be place upon the windowsills or patio walls of any unit. Safety and insurance considerations dictate that no one shall be allowed to sit or lie on patio walls or roof structures.

(b) Outdoor cooking grills shall not be used in any covered patio areas.

(14) In order that the exterior appearance of each unit be uniform with that of all other units, all complimentary drapes, curtains, shades, and other similar window coverings a unit owner may install within a unit visible from outside the unit, shall be backed on the exterior side with a white liner. The board of directors may require the removal of any interior window coverings, which in the sole opinion of the board of directors, are offensive or inappropriate when viewed from outside the unit.

(15) All contractors or workmen employed by a unit owner shall not be permitted to do any work, except for emergency repairs, during the hours of 10:00 p.m. through 8:00 a.m., unless otherwise provided by the board of directors.

(16) Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.

(17) No unit shall be used for any unlawful purpose, and no unit owner shall do or permit any unlawful act in or upon a unit.

(C) Pet Rules:

(1) No animals of any kind shall be raised, bred, or kept in any unit or on the common elements, except that dogs, cats, or caged birds (not to exceed a total of two (2) pets per unit without the prior approval of the board of directors) may be kept in a unit, subject to compliance with the bylaws and these regulations.

(2) No pet may be maintained in a unit if it becomes a nuisance. Actions which will constitute a nuisance include, but are not limited to, an attack by the pet on a person, or more than one (1) unprovoked attack on other animals, abnormal or unreasonable crying, barking, or scratching, fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, not being confined to their owner's property or a leash at all times, and failure by owner to clean up after pet(s).

(3) All pets must be registered and inoculated as required by law.

(4) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets, and shall (and do hereby) indemnify the council and all other unit owners for all loss, cost, claim and expense, including, without limitation, reasonable attorney fees, caused by such pets. Pets that are considered dangerous or have a threatening nature, which may cause insurance waivers, are not permitted.

(5) Pets must be leashed or carried in all areas outside the pet owner's unit. Leashes may not exceed a length, which will permit close control of the pet.

(6) Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas.

(D) Parking and storage:

(1) No personal property may be stored on the common elements except in storage areas designated as such by the condominium documents or by the board of directors. All personal property placed in any portion of the buildings or any place appurtenant thereto, including without limitation, the storage areas, shall be at the sole risk of the unit owner and the council shall in no event be liable for the loss, destruction, theft or damage to such property.

(2) Should an employee of the council or the managing agent at the request of a unit owner move, handle, or store any articles in or remove any articles therefrom or handle, move, park or drive any automobile place in the parking areas, the, and in every such case, such employee shall be deemed the agent solely of the unit owner and not of the council for such purpose. The council shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Employees of the council shall be under no obligation to do or perform any of the foregoing, and this section is solely for the purpose of clarifying that the council shall have no liability for any such actions by any employee of the council or of the managing agent.

(3) No trailer, camper, recreational vehicle, boat, van or other large vehicle may be parked at any time on the condominium project except to load or unload or except wholly within a garage so that the garage door can be shut. All vehicles shall be parked wholly within parking space lines. **NO** junk or derelict vehicle or other vehicle on which current registration plates are

not displayed shall be kept upon any of the common elements. Except in areas designated by the board of directors, vehicle repairs other than: (a) emergency maintenance, (b) ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), and (c) normal cleaning (but only in areas designated by the board), are not permitted on the common elements.

(4) All unit owners shall observe and abide by all parking and traffic regulations posted by the council or by governmental authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

(5) Parking in a manner which blocks sidewalks or driveways, is not permitted.

(6) All vehicles owned or operated by a unit owner, or any member of such unit owner's family shall be parked inside the garage assigned to their unit. All garage doors shall be kept closed except when in use. Parking in driveways shall be provided only for visitors and guests of unit owners. Vehicles may be parked on the public streets for a period not to exceed twenty-four (24) hours. All vehicles, including unit owners' vehicles, shall be subject to removal at the expense and sole risk of the owner of said vehicle.

(E) Recreational and common facilities:

(1) All persons using any of the recreational or common facilities, which are part of the common elements, do so at their own risk and sole responsibility. The council does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each unit owner waives any right to make any claim against the council, its servants, agents or employees for or on account of any loss or damage to life, limb, property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the council harmless from any and all liabilities and any action of whatsoever nature by any tenants, guest, invitees, or licensees of such unit owner arising out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proven to have resulted from and been proximately caused by the direct willful action or gross negligence of the council or its agents, servants, or employees in the operation, care, or maintenance of such facilities.

(2) Any damage to the buildings, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owners' pet(s) shall be repaired at the expense of the unit owner promptly upon request from the council or any managing agent.

(F) Suspension of right to use recreational facilities:

In addition to all other rights which the board of directors has for nonpayment of assessments, the board of directors shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the condominium documents.

(G) Moving:

Move-ins and move-outs are restricted to the hours between 8:00 am and 9:00 p.m. Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out.

(H) **Council:**

(1) Dues/assessments imposed by the council are payable on the first of the month. Dues received after the 15th of the month are considered delinquent and are subject to a \$25 late fee for each month the dues remain unpaid. Payment shall be made to the managing agent's office, by mail or in person, by check or money order, and payable to the order of the White Oak Village Condominium Association. Cash will not be accepted. Dues can be paid in advance, and will be credited to homeowner's account.

(2) Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the managing agent or to the board of directors. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent or the council.

(3) A unit owner may apply to the board of directors or managing agent for a temporary waiver of one (1) or more of the foregoing rules. Such temporary waiver may be granted by a majority of the board of directors, for good cause shown, if, in the judgment of the board of directors, such a temporary waiver will not unreasonably interfere with or materially impair the purposes for which the condominium project was formed or present a material adverse risk to the council, the condominium project, or the other unit owners.

(I) **Failure to comply with the rules and regulations:**

Failure to comply with these Rules and Regulations shall be considered a nuisance, which may be abated by appropriate action, the costs of which including reasonable attorney's fees, shall be borne by the owner violating such rule or regulation.

By the signing of the ownership deed for one's unit, it becomes an acknowledgement and acceptance of all the rules, regulations and restrictions herein contained.