

WHITE OAK VILLAGE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

March 1, 2023

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(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 Condo Deed Book 3, Page 292, 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 These regulations may be amended from time to time or repealed by resolution by the board of directors enacted in accordance with the bylaws of the council.

(2) Whenever in these regulations reference is made to unit owners, such term shall apply to an 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, roommates, 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 rules and regulations hereinafter set forth governing units, buildings, building entrances, driveways, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project. By signing of the ownership deed for one's unit it becomes an acknowledgement and acceptance of all the rules, regulations and restrictions herein contained.

(B) DEFINITIONS

(1) Unit – an enclosed space within the buildings measured from interior unfinished surfaces of walls, ceilings, and floors. Includes all storage areas and visible fixtures, mechanical systems, and equipment installed in and for the sole and exclusive use of an individual unit.

(2) Common Elements – includes the land, the foundations, structural columns, walls and floors and ceilings and roofs of the buildings, the gardens, outside walks and outside driveways, automobile parking spaces (other than within garages), outside retaining walls and landscaping. Basically – everything outside the unit.

(3) Limited Common Elements – areas which are reserved for the use of unit owners of a certain unit or units to the exclusion of the unit owners and/or occupants of other units. Example – patios and doorbells.

(4) Front Porches – elevated access to fronts of units and front entry areas of duplexes.

(5) Building entrances/entryways – concrete areas leading up to front doors (not including sidewalks).

(6) Patios – attached outdoor area with walls, roof, and an entry gate, in lieu of a sunroom.

(C) BUILDINGS

(1) 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 under the prior written consent of the board of directors. Drilling holes into any exterior surface is prohibited (excepting in (C)(6) below). Hanging hooks must be removed.

(2) 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 owners or occupants of the units. No unit owner shall make or permit any unreasonable or loud or disturbing noises in or outside 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.

(3) 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, flags, signs (excepting medical notice signs), laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or other items deemed offensive by the board of directors. 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 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 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.

(4) The unit owner is responsible for any replacement of front doors, storm doors, garage doors and windows. The owner must get written approval from the board of directors prior to any replacement. Exterior light fixtures may not be replaced by the unit owner.

(5) Nothing may be attached to any exterior walls, excepting one flagpole holder.

(6) Residents of White Oak Village may display one American flag, subject to the following guidelines.

a. Purchase of flags and mounting hardware, as well as any cost of installation, will be the responsibility of individual homeowners.

b. The American flag will be limited to a size of 3 x 5 feet, and will be made of weather-resistant nylon or cotton.

c. The flag will be attached to a flagpole; the flagpole will be placed in one (1) holder, which will be secured to the exterior brick wall of the residence. The flag will be mounted in a way that it does not interfere with operation of any door, porch lights, exterior

heat pump units, or exterior patio gates. If owner changes the location, he/she must bring the old location back up to masonry standards.

d. Flagpoles will not be placed in or on the ground, or mounted on any exterior wooden columns.

e. Torn or damaged flags will not be displayed.

f. If the flag is not displayed, the flagpole will be removed from the holder.

g. Exception to flag guidelines will be to allow the display of small stick-in-the-ground flags for one day on Memorial Day, Flag Day and the 4th of July.

(7) In order that the exterior appearance of each unit be uniform with that of all other units, complimentary drapes, shades, curtains, 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.

(8) Outside seasonal/holiday decorations are limited to wreaths or other holiday décor mounted on front door or storm doors. Wreaths are permitted on outside windows. During Christmas/Hanukkah season, outdoor lights with or without garland, are permitted only around the front door. Lights will not blink or flash. All Christmas/Hanukkah decorations will be removed by January 10. Yard ornaments and other outdoor lighting, not specified, are not permitted. Lighted decorations inside the home and visible from outside are permitted.

(D) COMMON ELEMENTS

(1) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior written 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 (see (C) (8) above). 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 (excepting (D) (8) below). 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 written 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 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 or hazardous material may be kept in any unit or storage area. Any fuel that powers a gas grill must be disconnected from the ignition source

when not in use. Otherwise, the owner is storing hazardous material. 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.

a. All satellite dishes must be installed on a pole in the ground in close proximity to the cable connection box. Cables must be hidden from the site, and all connections and switches must be installed in an outdoor enclosure. Contact a board member to assist with approval of the placement and acceptable installation or removal.

b. If cleanup is required following any installation (or to fix unacceptable work in (a) above), the unit owner is responsible. If there are no more units connected to a dish, it (and its pole) must be removed. The final user is responsible for removing both.

c. If any cleanup is not completed within 60 days, the board of directors will arrange for the cleanup to be accomplished. Accordingly, the unit owner will be assessed the billed amount to reimburse the council. Failure to pay the assessment within a 60-day grace period may result in a lien being placed on the property.

(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. Recyclables should not be bagged, but should be placed in approved containers. Neither container shall be visible from neighboring properties and the street except during collection periods.

c. In keeping with local ordinances regarding trash removal, receptacles should not be placed on the street before 3:00 pm local time on the evening prior to pickup day, and receptacles should be removed from the street and returned to the storage area no later than 24 hours following pickup date.

(4) Baby carriages, bicycles, playpens, pet pens, wagons, toys, chairs, benches, or other articles of personal property may not be left unattended on or within the general 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 manufacturer's 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) 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 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 or the managing agent, and any sign in violation of this restriction shall be removed upon notice from the board of directors.

(8) No fences, invisible or otherwise, or walls of any height may be erected around or on any portion of the common elements. Nothing is permitted in or on any mulch bed except for a-d below.

a. Solar lights may be installed (and maintained) at the owner's expense to light a sidewalk for safety reasons at a minimum separation of four (4) feet. Solar lights may not be installed to highlight landscaping.

b. Edging must be black plastic/resin and must not have an abrupt end.

c. Residents may have up to three (3) shepherd's hooks, with a maximum of five (5) hooks total that, when installed, are freestanding at a height of at least four (4) feet tall. They may not be leaning against anything. Only one (1) item may hang from each hook; items are limited to a hanging basket (with live plants), a hummingbird feeder, or a wind chime [subject to the noise restrictions shown above in C (2)].

d. A freestanding hose box, to contain your garden hose, may remain on the mulch, except when the landscaping company needs to perform mulch maintenance. Hoses shall be kept inside the box when not in use, and must be disconnected from the outside spigot by end of October or will be in violation. The box must fit in the mulch below or near the outside water spigot and it may not extend over the driveway. At least one of the dimensions must be small enough to fit in the mulch. The other two dimensions cannot exceed 21 inches. Color can be tan, brown, or black. Examples of acceptable boxes would be the Mayne Fairfield Garden Hose Bin or the Suncast Hideaway Hose Reel PTW175DC.

(9) Residents may plant annual or perennial flowers in mulch beds adjacent to their homes, but the bed is maintained by the landscaping company.

a. Fruit or vegetable plants are not permitted.

b. Annual flowers will be removed from the mulch beds at the end of the growing season and perennials trimmed as appropriate for proper maintenance by the landscaping company.

c. No plants, shrubbery, trees, 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. An exception is made solely for the planting of flowers in mulch.

d. Residents may display only one (1) non-plastic pot or planter with live plants on their front porch or building entrance during the growing season as long as the pot or planter does not interfere with opening or closing the storm door, allow for emergency, as well as normal entry/exit to/from the home and does not present a safety hazard. The flowerpot or planter with live plants will be removed from the porch at the end of the growing season.

e. One decorative item, no larger than two (2) cubic feet, of muted color, will be allowed in lieu of the non-plastic pot or planter in d. above. A small (not to exceed 1 cubic foot) decorative seasonal item may replace the larger piece temporarily (within the seasonal time frame).

(10) Garden hoses not kept in a hose box shall be stored inside unit when not in use.

(11) Outdoor cooking grills shall not be used in any covered patio area or within garages, but may be stored there.

(12) For homes with outdoor patios, all furniture contained in the patio area must not be visible from the street. No items will be placed on the ledges or walls surrounding the patio, nor may anything be hung from the ceiling. Sitting on the patio walls is prohibited.

(13) Residents with porches larger than 35 square feet may place a wrought iron chair or bench on the porch. The chair/bench may not interfere with opening or closing the storm door. It must allow for emergency, as well as normal entry/exit to or from the home, and must not present a safety hazard.

(14) No other furniture will be kept on front porches, building entryways, driveways, parking areas, or any other common area.

(15) Recreational and common facilities

a. 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, or 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, guests, 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.

b. 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.

c. 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. This prohibition would also apply to all occupants of the owners' unit.

(E) VISITORS

(1) 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.

(2) Solicitors and/or political campaigners/canvassers are not permitted. Any unit owner who is contacted by any of these on the property is requested to notify the managing agent or a board member.

(3) The only garage sales allowed in White Oak Village shall be events planned and authorized by the Condominium Association, and participation by residents is optional.

a. Garage sales will be held on Saturday between 8:00 am and 5:00 pm unless announced otherwise, and will be advertised in the *Georgetown News-Graphic* in the issue prior to the actual date of the sale. The event is sponsored by the Condominium Association; therefore, the Condominium Association will pay for the newspaper ads.

b. Participating residents will be identified by a ribbon or balloon attached to their mailboxes. Other signs will not be allowed. Visitors will park on the streets. Driveways will not be used for parking during the garage sale; this will ensure that non-participating residents will not be blocked in or out of their driveways.

c. Participating residents are responsible for the set-up and tear-down of their respective sales areas which will be limited to the area inside and/or immediately in front of their garages. All sales tables and merchandise will be put away and out of view no later than thirty (30) minutes after the published end time of the sale. No food or drinks may be sold by residents.

(4) White Oak Village residents in good standing or their surviving family members may have an estate sale to liquidate unwanted furniture, personal belongings, etc. Individual estate sales are limited to the confines of the unit, garage, and driveway. Remaining driveways may not be used for parking during the sale to ensure that other residents have access to their homes. The board of directors should be notified in advance of the estate sale to make sure it would not conflict with another event in the neighborhood. Expenses for advertising and conducting the estate sale are the responsibility of the resident. White Oak Village Condominium Association, Inc., is not liable for accidents or injuries associated with a private estate sale.

(F) PET RULES

(1) No animals of any kind shall be raised, bred, or kept in any unit or on the common

elements, except dogs, cats, or caged birds (not to exceed a total of two (2) pets per unit without the approval of the board of directors) 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: a) an attack by the pet on a person, or more than one unprovoked attack on other animals, b) abnormal or unreasonable crying, barking, or scratching, c) fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, d) not being confined to the owner's property or on a leash at all times, e) failure by owner to clean up after their 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 who consistently display a threatening or aggressive behavior, or have a documented history of aggression will not be permitted.

(5) All pets must be leashed or carried in all areas outside the pet owner's unit. Leashes may not exceed a length of twenty-five (25) feet, which will permit close control of the pet.

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

(G) 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 placed in the parking areas, then, and in every 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. Only the following vehicle repairs may be performed (specifically on board-designated common elements): a) emergency maintenance, b) ordinary light maintenance (excluding fluid changes and other operations that might soil the common elements), and c) normal cleaning.

(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, driveways, or mailboxes is not permitted.

(6) All vehicles owned or operated by any unit resident shall be parked subject to the following:

a. Inside the garage assigned to that unit with the garage door closed, with an exception allowed as noted in b. below.

b. Unit residents may park on the driveway adjacent to their closed garage door between the hours of 10:00 am and 4:00 pm. Respect for the parking needs of visitors and guests is required.

c. Parking in driveways is provided for visitors and guests of unit residents. If a unit resident's guest is likely to stay longer than five days, the resident should fill out a temporary restriction waiver form with a time span indicated.

d. Vehicles may be parked on the street for a period not to exceed 24 hours.

e. All vehicles in violation, including but not limited to owners and other residents, shall be subject to removal at the expense and sole risk of the owner of said vehicle.

f. All vehicles owned or operated by any resident must be registered with the Secretary of the Association. Vehicle registration forms are available in the clubhouse.

(H) MOVING

(1) Move-ins and move-outs are restricted to the hours between 8:00 am and 9:00 pm. Each unit owner is responsible for the complete and proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out. The unit owner is also responsible for any damage caused to anything on the condominium complex by the vehicles involved in the move-in or move-out.

(2) It is the seller's responsibility to pass on the White Oak Village Condominium Association Owner's Manual to the new owner, tenant, occupant, or any combination thereof.

(I) COUNCIL

(1) Dues/assessments imposed by the council are payable on the first of the month. Dues received after the 10th of the month are considered delinquent and are subject to a \$25

late fee (interest accrues) for each month the dues remain unpaid, Payment shall be made to the managing agent via any means offered by the managing agent, payable to the order of White Oak Village Condominium Association. Cash will not be accepted. Dues can be paid in advance, and will be credited to the 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.

(J) WAIVERS

(1) A unit owner may apply to the board of directors or managing agent for a waiver of one or more of the foregoing rules. This cannot be a verbal request to a board member or another unit owner. It must be submitted on the approved form (Restriction Waiver). These forms are available in the clubhouse. Attach any documentation which may prove or strengthen your case.

(2) The waiver may be granted by a majority of the board of directors only, for good cause, if, in the judgment of the board of directors, such a waiver will not unreasonably interfere with or materially impair the purpose for which the condominium project was formed, or present a material adverse risk to the council, the condominium project, or the other unit owners.

(3) Any granted waiver can be revoked at the owner's request. It will automatically be revoked at the owner's death, moving, or sale of the unit.

(K) FAILURE TO COMPLY AND ENFORCEMENT

(1) 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 but not limited to the assessment of fines, liens, sanctions and reasonable attorney's fees shall be borne by the owner violating such rule or regulation.

(2) Notice – Prior to imposition of any sanction hereunder against a unit owner, except the suspension of voting rights for nonpayment of any assessments, the assessment of any late fee, finance charge or interest for the nonpayment of assessments, and/or fines for a violation of the condominium documents, the Board or managing agent shall serve the unit owner with written notice at the unit owner's address as it appears on the books of the Association. Such notice shall describe a) the nature of the alleged violation, b) the proposed sanction to be imposed, c) a period of not less than ten (10) days to cure the alleged violation or present a written request to the Board for a hearing, and d) a statement that the proposed fine, sanction and/or enforcement mechanism provided for herein shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If the violation is not cured in the time allotted or if a challenge is not made within ten (10) days, the action stated in the notice shall be imposed. The owner, following receipt of the notice, is obligated and required to relay that violation to any tenant, if relevant.

(3) Hearing – If a hearing is requested by the violating unit owner in a timely manner, the hearing shall be held in executive session by the Board affording the owner a reasonable opportunity to be heard. Prior to the effectiveness of any fine, sanction and/or enforcement mechanism provided for herein, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of activity, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(4) The board of directors shall periodically release to the council the schedule of fines currently in place. These may increase, depending on frequency and repetition.