

BY-LAWS OF THE COUNCIL OF CO-OWNERS

OF

THE RIDGE AT OLD HENRY CONDOMINIUM COUNCIL, INC.
(as amended on July 30, 2007)

The following By-Laws shall apply to the above-named condominium regime (herein called the "Regime"), located in Jefferson County, Kentucky, as described in and created by Master Deed for The Ridge At Old Henry Condominium (herein called the "Master Deed") recorded in the Office of the County Clerk of Jefferson County, Kentucky as same may be amended from time to time and to all present and future owners, tenants and occupants of any units of the Regime and all other persons who shall at any time use the Regime.

ARTICLE I

Membership.

Section 1. Qualifications. All owners of units of the Regime shall constitute the Council of Co-Owners, herein called "Council".

The administration of the Regime shall be vested in the Council and shall also be known as "The Ridge At Old Henry Condominium Council, Inc." (which may hereafter be referred to as "Council").

The owner of any unit upon acquiring title thereto shall

automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Council shall automatically cease. As used throughout these By-Laws the term "unit" shall be deemed to refer to units designed for single family residential purposes and the term "Unit Owner" shall be deemed to refer to the owners of units designed for residential use.

Section 2. Place of Meetings. Meetings of the Council shall be held in Jefferson County at a place convenient to the unit owners as designated by the Board of Administration.

Section 3. Annual Meetings. Annual meetings of the Council shall be held each year at a time chosen by the Board of Administration.

Section 4. Special Meetings. Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the unit owners and presented to the Secretary following surrender of Developer's control.

Section 5. Notice of Meetings. The Secretary, or a professional management company, shall give written or printed notice of each annual and special meeting to every unit owner according to the Council's record of ownership at least five days

before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his unit in the Regime or at his usual residence or place of business, or (c) by fax transmission, e-mail or mailing it, postage prepaid, addressed to him at his address as it appears on the Council's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any unit owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any unit owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of twenty-five percent (25%) of the percentage interests of the unit owners shall constitute a quorum, and except for removal of officers or directors and amendments to the Master Deed or these By-Laws, the acts of a majority of the unit owners present, in person or by proxy, at any meeting at which a quorum is

present shall be the acts of the Council. In the event that a quorum is not present, any action which may have been taken at the meeting had a quorum been present, may be taken if within thirty (30) days following such meeting, or an adjourned meeting held pursuant to Section 9 at which a quorum is not present, a majority of the council of co-owners consents to the action by executing a writing signifying their approval.

Section 7. Voting. Each unit shall be entitled to one vote per Unit as set forth in the Master Deed. Except for the Developer, only Unit Owners whose assessments and other obligations to the Association then have been paid in full for all fees and assessments due prior to the month of the meeting shall be qualified to vote. Votes may be cast in person or by written proxy communicated by signature, fax or e-mail by the respective qualified Unit Owners as shown in the record of ownership of the Council. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Council the vote for any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Council's record in ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such unit in such capacity. If there is more than one Owner of a

unit, only one of the Owners will be permitted to vote on matters before the Council. However, the vote or the signature, as the case may be, of one Owner per unit will be sufficient to cast the vote for all of the Owners of that unit without the necessity of obtaining a proxy or other authorization. If the owners of a unit disagree as to the unit's vote and such disagreement is make known to the Board of Directors, then such owners shall each be permitted to cast a fractional vote corresponding to their respective ownership interest in the unit. In the event that a unit is owned in joint tenancy or tenancy by the entirety and in the event that the joint tenants disagree as to the manner of their vote and such disagreement is made known to the Board of Directors, the joint owners shall each be permitted to cast a one-half fractional vote.

Section 8. Proxies and Pledges. The authority given by any unit owner to another person to represent him at meetings of the Council shall be in writing, signed by such owner and filed with the Secretary at the commencement of any meeting in which the vote of the proxy shall be exercised and shall expire upon adjournment thereof. A new proxy needs to be submitted prior to each meeting in which it will be exercised. Such authority shall be revoked by the death or mental incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of

sale or lease of any unit or interest therein, a true copy of which is filed with the Board through the Secretary shall be exercised only by the person designated in such instrument until the written notice of release or other termination thereof is filed with the Board in like manner.

Section 9. Adjournment. Any meeting of the Council may be adjourned from time-to-time to such place and time as may be determined by majority vote of the unit owners present, whether or not a quorum is present, without notice other than the announcement at such meeting. At any such adjourned meeting a quorum must be present for any business to be transacted by the Council.

ARTICLE II

Board of Administration

Section 1. Number and Qualifications. The affairs of the Council and the Regime shall be governed by a Board of Administration (herein referred to as the "Board") composed of seven (7) members. All members of the Board shall be Unit Owners except in the event a Unit Owner is a legal entity other than an individual, any officer, director, shareholder, partner, beneficiary or trustee of such other entity shall be eligible to serve as a Director or Member of the Board. If there is more than one Owner of a unit only one of the Owners will be permitted to

serve on the Board of Directors at any given time. The Board members shall serve without compensation unless otherwise authorized by the Council of Co-Owners.

Section 2. Powers. The Board shall have all powers necessary for the administration of the affairs of the Council and may do all such acts and things therefor as are not by law, the Master Deed, these By-Laws or Rules and Regulations of the Regime directed to be exercised or done only by the Unit Owners. The Officers and Directors of the Board shall each have one vote in matters coming before the Board and they shall also be in the respective Officers and Directors of the Council of Co-Owners, if same is at any later date incorporated as a non-profit Kentucky Corporation.

Section 3. Election and Term. Election of Board members shall be by secret ballot at annual meetings and any special meetings called for the purpose. The Owner of each unit entitled to vote at such election shall have the right to cast, in person or by proxy, one vote for each unit owned by him for Board members to be elected at such election. All nominations shall be submitted to the Secretary at least ten (10) days before said election, provided, however, that the Board may elect to permit at the annual meeting nominations from the floor. Members of the Board of Directors shall hold office for a period of two years and until

their respective successors have been elected, with the exception of three (3) of the Directors elected at the first annual meeting, who shall hold office for a term of one year in accordance with the provisions of the Master Deed. Board Members shall be subject to removal as herein provided.

Section 4. Vacancies. Vacancies in the Board of Administration caused for any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall serve out the term of the director whom he replaced. Death, incapacity or resignation of any director, or his continuous absence from the State of Kentucky for more than six (6) months shall cause his office to become vacant.

Section 5. Removal of Board Members. At any regular or at a special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by vote of two-thirds of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meeting. An organizational meeting of the Board of Administration may be held at the place of and as soon as

practical following each annual meeting of the Council, and no notice shall be necessary to any Board members in order validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting, the Board shall elect the Officers of the Council for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least one such meeting shall be held each year. Notice of regular meetings of the Board shall be given to each Board member personally or by mail, telephone, fax or e-mail at least two (2) days prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Administration may be called by the President on at least seven (7) days' notice to each Board member, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two Board members.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Administration, any Board member may in writing waive

notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be waiver of notice to him of such meeting. If all the Board members are present at any meeting of the board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. Quorum of Board. At all meetings of the Board of Administration, a majority of the total members of the Board shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the Acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The board of Administration may require that any officer, employee or agent of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE III

Officers.

Section 1. Designation. The Officers of the Association shall be a President, Vice President, Secretary and Treasurer provided the offices of Vice President and Secretary may be combined into one office to be held by one person.

Section 2. Election and Term. All officers of the Association shall be elected by a majority vote of the Board of Directors from among its members and shall hold office until the following annual meeting unless sooner relieved of their duties in accordance with the provisions contained within these By-Laws.

Section 3. Removal. Any officer may be removed either with or without cause by a two-thirds majority vote of the Board of Administration and his successor elected at any regular meeting or special meeting of the Board.

Section 4. President and Vice President. The President shall be chief executive officer of the Council of Co-Owners and shall preside at all meetings of the Council and the Board of Administration. Subject to the control of the Board, he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Council. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board. The Vice

President shall so serve in the absence of the President, and shall also perform such other duties as may be assigned by the Board or the President.

Section 5. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board of Administration, give all notices thereof as provided by these By-Laws, maintain and record ownership of all units, have charge of such books, documents and records of the council as the Board may direct, and shall also perform such other duties as may be assigned by the Board or the President.

Section 6. Treasurer. The Treasurer shall oversee and/or maintain the financial records and books of account of the council, prepare regular reports thereof, be responsible for the proper deposit and custody, in the name of the Council, of all its funds and securities, and shall also perform such other duties as may be assigned by the Board or the President.

Section 7. Auditor. The Board shall appoint annually an accountant or accounting firm, who shall not be an Officer of the Council nor own any interest in any unit, to review the books and financial records of the Council and, upon request by the Board Of Administration, perform an audit or compilation of such books and records.

ARTICLE IV

Administration.

Section 1. Management. The Board of Administration shall at all times manage and operate the Regime and have such powers and duties as may be necessary or proper therefor, including without limitation, the following:

(a) The supervision of the immediate management and operation of the Regime;

(b) The use, maintenance and repair of the Regime;

(c) Inspection, maintenance, repair, replacement and restoration of the Common Elements and any additions and alterations thereto;

(d) The cleanliness and sanitary condition of the Regime including grass cutting and snow removal of the primary roadway;

(e) Purchase, maintenance and replacement of any equipment and provide for all water and utility services required for the Common Elements;

(f) Provisions at each unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such unit or as a common expense as determined by the Board;

(g) Employment, supervision and dismissal of such

personnel as may be necessary for the maintenance and operation of the Regime;

(h) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments for such year;

(i) Levy and collect appropriate assessments and monthly maintenance fees for the operation of the Project and payment of all common expenses authorized by the Board: All funds shall be deposited with a federally insured institution;

(j) Maintenance of a separate account for a reserve and capital replacement fund to be used for substantially repairing, replacing or erecting major capital improvements of or upon the Common Elements, all withdrawals therefrom requiring two signatures;

(k) Purchase and maintain in effect all policies of hazard and liability insurance for the Regime required by the Master Deed, which insurance shall cover the unfinished interior walls of each unit, and such other insurance and bonds as may be required or authorized by the Master Deed or the Council or the Board;

(l) Contract with any persons, corporations or other entities to provide services to the Regime, provided no such

contracts (other than insurance contracts and management agreements) shall be made which may not be terminate upon ninety (90) days written notice or upon thirty (30) days written notice for cause;

(m) Notification to all persons having any vested ownership interest in any unit, according to the Council's record of ownership, of delinquency exceeding 30 days in payment of any assessment against such unit;

(n) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules, fines and charges in regard thereto;

(o) Supervision of the use of the Common Elements;

(p) Maintenance of the Regime as a first-class condominium project and the adoption of any Rules and Regulations deemed necessary to provide for the beneficial, proper and harmonious use and conduct of the Regime;

(q) Enforcement of the terms of these By-Laws, the Master Deed and Rules and Regulations;

(r) The Board shall, subject to the approval of a majority of the Council of Co-Owners, each year estimate the common expenses of the Regime for the next year. Thereupon it shall determine the portion of such common expenses attributable to each

Unit and proceed to levy and collect from each unit Owner one-twelfth of such amount monthly. Should no such determination be formally made for any year the monthly assessments for each Unit for the previous year shall be levied and remain in effect until changed by the Board with the approval of a majority of the Council of Co-Owners. As used herein "year" shall mean fiscal year adopted by the Council after transfer of control by the Developer.

Section 2. Managing Agent. The Board of Administration may employ a professional Managing Agent or Administrator to handle the operation of the Regime subject at all times to direction by the Board, with all the administrative functions set forth specifically in preceding Section 1, and such other powers and duties, and at such compensation as the Board may establish. The management agreement must be terminable for cause upon 30 days notice and run for a reasonable period of time of not more than one year provided further that any management contract negotiated by Developer prior to its relinquishment of control shall not exceed one year. Any management contracts negotiated by the Board may be renewable by consent of the Board and management.

Section 3. Representation. The President, subject to the direction of the Board of Administration, shall represent the Council or any two or more Unit Owners similarly situated as a

class in any legal proceeding affecting the Council, the Common Elements or more than one unit, and may participate in such proceedings without limiting the rights of any Unit Owners to participate individually.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Council by the President (in the President's absence, by the Vice President), the Treasurer or the Managing Agent, except that those accounts or certificates in which the reserve and capital replacement funds are deposited shall require two signatures for withdrawal.

ARTICLE V

Obligations of Unit Owners.

Section 1. Assessments. Except for the Developer [whose obligation to pay maintenance fees are governed by Section 7.2(b) of the Master Deed] all unit owners shall pay to the Board of Administration, or if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly assessments against their respective units for common expenses of the Project in accordance with the Master Deed.

The assessment is delinquent if not received on or before the fifth day of the month that it is due. In the event any Unit Owner

is delinquent in the payment of any monthly assessment for a period in excess of ten (10) days, a late charge equal to fifteen percent of the delinquent assessment shall become due and payable and interest shall thereafter accrue at the rate of one and one-half (1-1/2%) per month unit paid. In addition, the Board may, from time to time, post in a conspicuous place upon the Common Elements the names of such delinquent Unit Owners and the delinquent amounts.

Section 2. Maintenance of Units. It shall be the duty of every Unit Owner to repair and replace at the owner's expense, all portions within his unit and limited common element as set forth in the Master Deed.

Section 3. Use of Regime. All Common Elements of the Regime shall be used only for their respective purposes as designed.

Section 4. Regime Rules. The Board of Administration may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Regime not inconsistent with any provision of law, the Master Deed or these By-Laws.

Section 5. Expenses of Enforcement. Every Unit Owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorney's fees incurred by or on behalf of the Council in collecting any delinquent assessments against such

unit, foreclosing its lien therefor or enforcing any provisions of the Master Deed, these By-Laws and Project Rules against such owner or any occupant of such unit.

Section 6. Record Ownership. Every Unit Owner shall promptly cause to be duly recorded the deed, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Board of Administration, and the Secretary shall maintain all such information in the record of ownership of the Council.

Section 7. Mortgages. Upon written request by the Board, a Unit Owner who mortgages his unit, or any interest therein, shall notify the Board of Administration of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board of Administration or Managing Agent at the request of any mortgagee or prospective purchaser of any unit, or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

ARTICLE VI

Miscellaneous

Section 1. Amendment. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Master Deed

at any meeting of the Council provided thirty (30) days written notice of the proposed amendment(s) and of the meeting has been sent to each Unit Owner, by the vote of a majority of the percentage interest of the Council members at a meeting in which a quorum is present (in person or by proxy).

Section 2. Indemnification. Every Board Member, Officer and/or their executors or administrators shall be entitled to indemnification by the Council of Co-Owners for all expenses reasonably incurred by or imposed upon them in connection with any action, proceeding or suit in which they may be made a party by reason of being or having been a Board Member, with the exception of any matter in which he shall be finally adjudged to be fraudulent or acting in bad faith in the conduct of his office. In any event, indemnification may be provided if authorized by a majority vote of the Council constituting a quorum and not including any Director made a party to the particular action, or by a majority vote of the Council constituting a quorum. In any instance in which liability is imposed on a Director for conduct taken pursuant to a vote of the Board, such Director shall be entitled to contribution from the other Directors voting affirmatively for such conduct. The foregoing right of indemnification and contribution shall not be exclusive of any

other rights to which such person may be entitled.

Section 3. Interpretation. The invalidity of any provision of these By-Laws, the Master Deed or Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws, the Master Deed or Rules and Regulations. Any reference herein to the masculine shall be deemed to automatically include the feminine.

Section 4. Incorporation. In the event the Board of Administration of the Council of Co-Owners chooses to incorporate the Association as permitted in the Master Deed, these By-Laws shall become the By-Laws of said corporation.

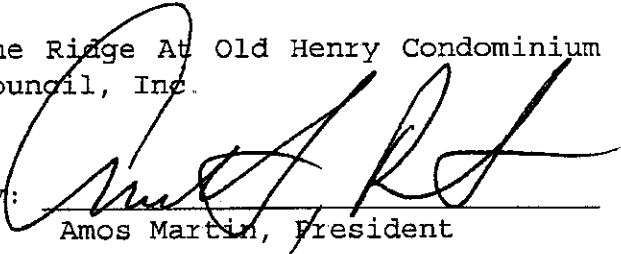
Section 5. Enforcement. Violation of the provisions of the Master Deed, these By-Laws or any Regime rules may be remedied in any court of law or equity having jurisdiction thereof by the Council of Co-Owners, its Board of Administration, or managing agent or administrator, or any Unit Owner or Owners entitled to relief with the remedies available to such person or persons including damages, recovery of attorney fees and litigation expenses, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.

ARTICLE VII

The rules contained in Robert's Rules of Order Revised shall

govern the Council in all cases to which they are applicable, and in which they are not inconsistent with these By-Laws, Rules and Regulations or the Master Deed.

The Ridge At Old Henry Condominium
Council, Inc.

By: 
Amos Martin, President

The Ridge at Old Henry Condominiums Council, Inc.

Design Committee Report

As Adopted by the Board of Directors

As most of us are new to this type of condominium living, we have one main rule to remember. This rule is: ANY and ALL changes or additions to the standard exterior must have board approval. Please submit your request to the design committee with the enclosed form. Please deliver to Linda Porter, 3240 RBC.

The design committee has recommended, and the board has approved, the following rules for all homeowners at The Ridge at Old Henry.

- 1 The only screen door allowed is the "Phantom Screen Door" in sandalwood. This door can be ordered by calling Screens of Kentucky at 895-4348. Ask for Caspar or Marie Resch.
- 2 Storm doors are not allowed, unless previously approved by the Amos Martin Construction Co.
- 3 Awnings are not allowed in the front of the building.
- 4 The ONLY awning allowed in the rear of the building is a Fitzsimmons retractable motorized awning with remote control and a sensor that retracts the awning automatically when the wind gets too strong. The awning must mount under the soffit and the frame must be "almond". The fabric must be Sunbrella fabric in beige (#4620), brass (#4658), or cocoa (#4676).
- 5 No water hoses or hose reels are allowed in the front of the building. Please store in the garage.
- 6 Landscaped areas are to be mulched with the approved mulch only. Please call Kevin at Greenscape to order mulch to be delivered. You will be charged for this mulch. Please remember that you are responsible to take care of any planting beds you have added.
- 7 No more than five (5) pots of flowers and/or shrubbery are allowed in the front of the unit. This includes the porch. As pots are replaced, please choose pots that blend with the trim paint or pots that blend with the exterior of the units. We request that pots not be placed in the grass.
- 8 Only one ornamental object is allowed in the front planting bed and must have approval by the design committee and the board. No ornamental items may be placed on the lawn.
- 9 Any objects attached to the building must have committee and board approval.
- 10 The ONLY approved flag in the front of the unit is an American Flag. The size is not to exceed 3' by 5'. The flag may only be flown if the owner complies with the applicable law concerning the proper protocol regarding our flag. The flag must be taken down at night, unless a light is used for illumination. It must be replaced when it becomes worn. Please remember to request approval for the mounting hardware that will be attached to the building. No flagpoles will be allowed in the front yard of any unit.

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- 11 Please keep your garage door closed when possible.
- 12 All window treatments must be white or off white from the outside.
- 13 The only form of landscape lighting that is approved is the type seen at our entrance. If your present landscape lighting is not like the front lighting, it must be removed. ALL present and future lighting must have committee and board approval.
- 14 No pools of any type are allowed.
- 15 No storage is allowed under decks or bay windows (propane tanks, fertilizer bags, unused flower pots, ladders, lumber, etc.), except one storage container is allowed on your deck or patio. You must have board approval for this container. Please choose a color that blends with the trim color of the building. (Charlie Sell, 3238 RBC, has a built-in storage unit under his stairway. If you need a substantial amount of storage, this would be the best option. Charlie has agreed to let interested residents see what he has done).
- 16 Deck staining is allowed and encouraged. Approved colors are: Porter Guardian Alkyd Semi-transparent Stain "Blueridge Gray" (this matches the gray "choice" decks and blends well with the exterior color on regular wood decks); and Cabot Semi-transparent oil stain CS 666 "Mission Brown" (to match the brown "choice" deck). Porter Paint will give a contractor price if you mention that the stain is for The Ridge at Old Henry.
- 17 Remember that items that have been approved in the past or in the future will be yours to maintain. Some examples would be wood stained doors, planting beds, or extra landscaping you have planted in existing beds.

When you send in your "Application for Approval" for different items, please send it in duplicate. One copy will remain with the Design Committee and one will be returned to you. The Design Committee will meet monthly. Please have your applications delivered to Linda Porter by the third Wednesday of each month.

We all share the exterior and we want to make The Ridge at Old Henry a premier development. We understand that living in such close proximity is a new and sometime difficult experience for most of us. It will require cooperation from all.

Thank you,
The Design Committee

Kim Childress

Marie Greco

Mary Jane Lichetefeld

Bob Shipp (This position will be filled by Laura Robards in the future. We wish to thank Bob for the time and effort he put into this project.)

Linda Porter, Chairman

AMENDED AND RESTATED RULES AND REGULATIONS
OF
COUNCIL OF CO-OWNERS
OF
THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC.

WITNESS WHEREAS, the original Rules and Regulations of The Ridge At Old Henry Condominiums Council, Inc., (“Corporation”) were adopted by the Board of said Corporation administering the condominium development known as The Ridge At Old Henry Condominiums effective January, 2004; and

WHEREAS, the Board has determined to amend and restate the Rules and Regulations as authorized which shall be set forth hereafter, which therefore supercedes and replaces for all purposes said original Rules and Regulations

NOW, THEREFORE, the Amended and Restated Rules and Regulations are set forth as follows:

Preamble. These Rules and Regulations have been adopted by the Board of The Ridge At Old Henry Condominiums Council, Inc., the corporation administering the condominium development known as The Ridge At Old Henry Condominiums (“The Ridge”).

Living in a condominium regime has features in common with three familiar forms of association – a government, a business, and a neighborhood. As a government, the Corporation administering the condominium, which includes each owner as a member (voter), has the power to assess fees against condominium units and their owners (like a tax) and the power to prescribe certain behavior when various members (Unit Owners) come into contact with each. Like a business, the Corporation administering the condominium regime has a duty to take actions in the best interests of all members and to make decisions on a sound fiscal basis. Like a neighborhood, members (Unit Owners) must necessarily interact with others in the neighborhood and should always attempt to act in a fair and reasonable manner towards their neighbors to promote the common good of the neighborhood.

These Rules and Regulations, as may be amended from time to time, have been adopted to provide guidance in all these associations, along with the other constituent documents of the condominium regime, the Master Deed and Declaration of Condominium Property Regime, as amended from time to time (“Master Deed”), the Articles of Incorporation of The Ridge At Old Henry Condominiums Council, Inc., as amended from time to time (“Articles”), and the Bylaws of The Ridge At Old Henry Condominiums Council, Inc., as amended from time to time (“Bylaws”).

The terms used in these Rules and Regulations have the meaning given them in the Master Deed; thus, the phrase "Common Area" in these Rules and Regulations refers to both the "Common Elements" and "Limited Common Elements" as used in the Master Deed. Further, all references to the "Limited Common Elements" include all entrances and exits, porches, stoops, patios, decks, private driveway, all utility service facilities, and all door and window frames and windows as are attached to or assigned to a particular Unit.

Further, all references to the "Board" shall refer to the Board of Administration of said Corporation.

Further, all references to the "Council" shall refer to the Council of Co-Owners of The Ridge acting as a group in accordance with the Master Deed, By-Laws, and these Rules and Regulations.

Further, all references to the "Regime" shall refer to the entire horizontal (condominium) property regime under Kentucky law applicable to The Ridge.

Further, all references to a "Unit Owner" shall refer to the owner of a unit in the Regime as defined and described in the Master Deed.

THE OVERRIDING PURPOSE OF THESE RULES AND REGULATIONS IS TO ENHANCE THE VALUE OF EACH OWNER'S UNIT BY ENCOURAGING AN ATTRACTIVE AND UNIFORM APPEARANCE.

1. **Residential.** Each condominium unit shall be used only for single family residential purposes. In conjunction with this, no trade or business of any kind (or any other activity) shall be conducted in any Unit, which constitutes or may become an annoyance or nuisance to the neighborhood and residents as determined by the Board. Notwithstanding the provisions hereof, a new condominium unit may be used by the Developer (as defined in the Master Deed) as a model home or for the Developer's own office, provided that such use otherwise conforms to the Master Deed, these rules and any other rules as the Board may from time to time issue.

2. **Leases.** No Unit may be leased for a term of more than six (6) months, unless with Board approval. For all leases allowed or approved, at least three (3) business days prior to the commencement date of the lease of any Unit the owner(s) of such Unit shall notify the Board in writing of the execution of such lease. The notice shall specify in full the names of the lessees thereunder and the names of such lessees' dependents and other family members who will reside at such Unit, shall include a copy of the executed lease (rent may be redacted) and shall confirm that such lease incorporates by reference the provisions of the Master Deed and these Rules as may be amended from time to time. Such Unit Owner shall remain liable for any and all unpaid fees, charges and expenses, owed to Board and/or the Council by such lessee and/or their dependents. All such unpaid fees, charges and expenses, and all such fees, charges and expenses incurred by the Board and/or the Council in connection therewith, including

reasonable attorneys' fees and court costs, shall bear interest from the due date thereof and may be subject to a late charge and other penalties as established by the Board from time to time until paid (as allowed under said Master Deed) all of which shall constitute a charge and lien upon the Unit to secure the payment thereof of equal priority to the lien for assessments provided for in the Master Deed. No lessee shall have any rights to vote unless provided a proxy by the Unit Owner in accordance with the By-Laws of the Corporation.

3. **Common Areas.** As noted above, reference to "Common Areas" includes both the "Common Elements" and the "Limited Common Elements" that are for the primary benefit of a unit owner. Nothing, including without limitation, decorating material and landscaping material, shall be placed in the Common Areas without the prior approval of the Board and then only for such times and subject to such conditions as may be imposed by the Board. No items of personal property shall be left unattended in the Common Areas. Any items of personal property left in any Common Areas, with or without the permission of the Board, shall be at the sole risk of loss of the owner thereof and neither the Board nor the Council shall have any responsibility or liability for the loss, damage, destruction or theft of any such property. In addition, the following provisions shall have specific application:

a. **Signs.** No signs for advertising or for any other purpose (including signs referencing security systems) shall be displayed anywhere in the Common Areas, except one sign for advertising the sale or rent of a Unit which may be located only in front of the subject Unit, and which shall not be greater in area than 9 square feet; provided, however, the Developer of the condominium regime may, until all units have been sold, erect larger signs when advertising the condominium regime and the sale of units therein, place signs on the buildings housing certain units designating their sale and number, and builders, contractors and lenders may place signs in the Common Areas during construction of units.

b. **Exterior Items.** No fence, awning, roof, storm window, storm door, window air conditioner, canopy, shutter, screen porch, screen door, lighting fixture, outbuilding or shed, or any other structural or placement of any kind or nature, may be affixed to or placed upon the exterior of any improvements within The Ridge without the prior approval of the Board, including the designated style thereof. Further, all yard ornaments, statues, sculptures, weather chimes, name plates, hanging or stationary bird feeders, or flags (except for the American flag which may be displayed on national holidays and as provided in Design Guidelines under paragraph "3 I"), and other similar outdoor ornaments are disallowed without prior approval by the Board.

c. **Transmission Devices.** No radio or television antenna, satellite dish, or transmitting or receiving device may be erected or maintained on the exterior of improvements or in the Common Areas without the prior consent of the Board, which consent may further restrict the location thereof. In no event may same be placed on a roof unless and until this restriction is specifically changed by action of the Board.

d. **Cleaning.** Every Unit Owner and occupant shall at all times keep its unit and any limited common element appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Council or the Board applicable to the Regime. No outside clotheslines shall be erected or placed anywhere in the condominium regime. Unit Owners shall not throw trash or other matters into the Common Areas, nor shake mops, brooms or other cleaning material out of the doors or windows, nor hang anything out of the windows or doors.

e. **Sales.** No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Areas or in the improvements thereon without the prior consent of the Board.

f. **Recreational Equipment.** No exterior or outdoor recreational equipment (including above or below ground pools, hot tubs and fish ponds) nor any size RV vehicle shall be located on any of the Common Areas without prior approval of the Board (including any conditions for said approval).

g. **Trash.** No portion of a Unit or the Limited Common Areas shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances (as defined by CERCLA in 43U.S.C. §9601, et seq.) Rubbish, trash, garbage or other waste shall not be kept on any portion of a Unit or the Limited Common Areas except for normal household rubbish, trash, garbage and similar waste kept indoors within sanitary closed containers temporarily prior to collection. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. The Board reserves the right to from time to time establish and maintain a uniform and exclusive trash collection program for The Ridge with one or more contractors or companies selected by the Board on such terms as deemed acceptable by the Board in its discretion. Each Unit Owner shall indemnify and hold harmless the Board and the Council from any and all liabilities, damages, actions and cause of action, costs and expenses rising from or related to the storage, generation, dispose of or use of any hazardous substances and/or permitted by such Unit Owner otherwise released on the Common Areas or in the Unit during the ownership of the Unit by such Unit owner.

h. **Holiday Decorations** Exterior lights, displays and other decorations are disallowed except for Christmas/Holiday decorations from December 1 of each year through the following January 10. Door decorations shall be allowed for other traditional recognized holidays (no longer than one week prior thereto nor one week subsequent thereto). Provided, the Board shall have control as to the size and quantity of any such door decorations and in no event shall exterior sound devices be utilized.

i. **Exterior Colors, Exterior Fixtures, or Window Tinting.** There shall be no change by a Unit Owner to exterior colors or exterior fixtures, nor window tinting, without Board approval.

a. **General Restriction.** All vehicles owned by the Unit Owner or the lessee of a Unit and members of the Unit Owner's or Lessee's immediate family residing in the Unit (parents, children, and grandchildren), shall be restricted to being parked in the garage of said Unit Owner and/or in the private driveway servicing the subject Unit for said owner. **In no event may said Owner or lessee or immediate family thereof park along the streets of The Ridge.**

b. **Guests of Owner.** Guests of an owner shall park only within the designated common parking area, or the private driveway of the Owner, or the private garage of the Owner, unless there is no parking space reasonably available. Then and only then may a guest temporarily park (but subject to the "24-hour rule") along the streets of The Ridge.

c. **24 Hour Rule** No bus, trailer, truck (other than pickup trucks), house trailer, motorcycle, boat, boat trailer or rack, mobile home, motor home, camping trailer, recreational vehicle or movable unit of any type (even if temporarily immobile) may be parked or kept within The Ridge for more than 24 hours, unless housed within the owner's garage. Any vehicle determined to be objectionable, inoperable, or unsightly by the Board must be kept in a closed garage or removed from The Ridge upon notice from the Board. No vehicle which is inoperable shall be habitually or repeatedly parked or kept in a driveway, a designated parking space or any other areas within The Ridge except within the owner's garage.

d. **Private Driveway.** The driveway leading to the garage of a particular residence shall be reserved for the exclusive use of the Unit Owner or occupant of that respective residence, guests and invitees, subject to the Council's right of access thereto for performance of maintenance duties.

e. **Traffic Flow.** A main purpose of this rule is to prevent the obstruction of the flow of traffic for the benefit of all Unit Owners.

6. **Housing.** No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or tent, or any structure other than the Unit, shall at any time be used as a residence, temporarily or permanently, within The Ridge

7. **Noise.** Unit Owners shall not make or permit to be made any disturbing noises that will unreasonably interfere with the rights, comfort and convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument sufficiently reduced so as not to disturb others. In addition, no outside construction project of a resident, approved by the Board, may be conducted except on Monday through Friday, from 8:00 a.m. in the morning to 5:00 p.m. in the evening, and specifically not on Saturdays or Sundays, or legal federal holidays.

8. **Nuisances.** No noxious or offensive or illegal trade or activity shall be conducted in any unit or in the common areas (elements) of the condominium regime, nor

j. **Landscaping.** No Unit Owner shall decorate or landscape any planting area adjacent to its unit except in accordance with standards established by the Board, which standards may include assigning a Unit Owner the duties of maintenance, repair, and replacement thereof.

k. **Impact on Regime** Nothing shall be done or kept in any units or common elements of the Regime which would overload or impair the floors, walls or roofs thereof; or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Council.

l. **Design Guidelines** The Board may elect to adopt from time to time design guidelines for the benefit of the Unit Owner(s) and the guidelines, as may be amended from time to time, shall be provided in writing to all Unit Owners. Attached hereto as Exhibit "A" are design guidelines approved as of this date.

m. **Lawn Watering.** Because excessive lawn watering affects the Regime's total expenses as it is paid for by all Unit Owners, each owner is encouraged to minimize the sprinkling and exterior watering of the lawn areas. The Board shall have the right to take action in any situation it determines to be excessive.

4. **Unit Owner's Responsibility.** For clarification purposes, irrespective of those specified matters being located in the Common Elements, or Limited Common Elements, Sections 1.3 and 1.4 of the Master Deed set forth and define those matters which shall be at the sole responsibility of the Unit Owner for maintenance, repair and replacement and shall not be the obligation or responsibility of the Board or the Council. For clarification, this shall include the plumbing, heating, and air conditioning equipment (including all ducts and pipes, but excluding the exterior cleaning of dryer vents), utilities service facilities for the Unit, hot water heater, telephone and cable lines, window panes, doors (including storm and screen doors, if any) windows, halls, stairways, decks, screened in porches, garage doors, patios, front porches and walkways, private driveways, any chimney (both as to annual inspection and cleaning), and other equipment located within or connecting to a Unit for the sole purpose of serving that Unit exclusively. Provided, however, this paragraph shall not apply to the extent that the master insurance policy carried by the Council covers the repair or replacement thereof, nor to the extent that for patios, front porches and walkways, and private driveways, it involves the integrity of the concrete.

Provided, further, to the extent not covered by the Master Insurance Policy carried by the Council, a Unit Owner shall be liable for any damage to the Regime caused by the Unit Owner's acts or omissions.

5. **Parking.** Persons shall not park in any spaces designated for the use by a particular Unit Owner. Parking spaces that are not assigned to a Unit Owner shall be used in common by all Unit Owners, and their guests and invitees. However, specific limitations are as follows:

shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

9. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit of in the Common Areas of the condominium regime, except that dogs, cats or other household pets not exceeding 40 pounds in weight (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. When not in a Unit, any such acceptable pets must be on a leash and at all times under the control of a resident and only so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose a fine of not more than \$10 per occurrence on any Unit Owner not abiding by this requirement.

10. **Attire.** All persons shall be properly attired when in the Common Areas.

11. **Snow and Ice Removal** The Council will undertake snow and ice removal efforts only when there has been an accumulation of at least five inches, but may elect to do so in any other situation deemed necessary and appropriate by the Council.

12. **Owners Insurance.** Each Unit Owner shall maintain condominium owner's insurance upon its Unit and upon the contents thereof as provided in the Declaration, and in sufficient amounts to restore the interior of the Unit to its original condition in the event of damage from fire or other hazard.

In addition, each Unit Owner shall be required to provide proof of coverage via a certificate from their carrier for both homeowners and excess liability, with a copy mailed to the Council, which certificate must indicate that the carrier will inform the Council and Board with at least ten days advance notice if the said coverage is cancelled or lapsed. This must be provided annually.

13. **Board Approval Process.** All references to Board approval shall be subject to the following.

a. The approval may be arbitrarily withheld based upon the decision of the Board, but the Board shall be expected to act in a fair, impartial, and consistent manner. However, the Board may consider privacy issue differences as concerns those Units backing up to other Units, versus those Units not backing up to other said Units.

b. Unit Owners shall use the attached application form, identified as Exhibit "A" to these Rules for purposes of submission to the Board for its consideration.

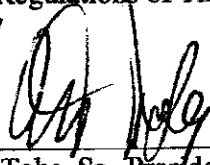
c. Approval shall further be deemed given to the extent that prior to the effective date of these Amended and Restated Rules and Regulations the Unit Owner has received written approval from the Developer for any such matter.

d. The Board shall consider any application for approval and shall respond in writing no later than 30 days following receipt of said request

14. **Violation Enforcement Process.** If the Board determines that a Unit Owner is in violation of these rules, written notice shall be provided to said owner giving 30 days to correct. If the violation is not properly corrected in the Board's opinion within this time period, or within any extension thereto approved in writing by the Board, it shall have all legal rights and remedies as provided under either the law of Kentucky, the Master Deed, the Bylaws, or these Rules, including its court costs and reasonable attorney's fees.

15. **Compliance with the Master Deed, Articles, Bylaws, and these Rules** Each Unit Owner shall comply with all terms and conditions of the Master Deed, Articles, Bylaws, and Rules of The Ridge.

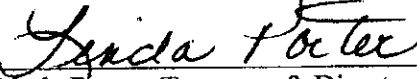
These Amended and Restated Rules and Regulations of The Ridge are hereby adopted effective this the 1st day of August, 2007



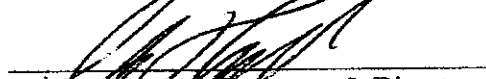
Art Tobe, Sr , President & Director



Charlie Sell, Vice President & Director



Linda Porter, Treasurer & Director



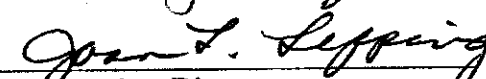
George Thacker, Secretary & Director



Tom Fryrear, Director



Carol Goldberg, Director



Joan Lepping, Director