

# Rules and Regulations

---

**Atrium at Stonybrook 1B Inc. Board of Directors**

**9/2/2014**

Every Owner should read this document in entirety upon receipt. Additionally proof of homeowner insurance must be provided to the management company within 30 days of receipt of this document unless such documentation has already been provided to the management company. (see Rule 50) Proof of proper licencing and inoculation of any pets must also be provided to the management company within 30 days of receipt of this document. All pets must be registered with the Association. (see Rule 44)

Mail required documents to:  
Atrium at Stonybrook 1B Inc.  
c/o Mulloy Properties 8303 Shelbyville Rd  
Louisville, KY 40222

RULES AND REGULATIONS  
ATRIUM AT STONYBROOK 1B INC.  
ADOPTED SEPTEMBER 2, 2014  
EFFECTIVE DATE SEPTEMBER 2, 2014

Preamble

These RULES AND REGULATIONS (these “Rules”) have been adopted by the Atrium At Stonybrook 1B Inc. Council of Co-owners (the “Council”) pursuant to Master Deed section 15(m) and By Law Section IV (7) on behalf of all of the Owners of Atrium at Stonybrook 1B Inc., to govern, in part, the operation of Atrium at Stonybrook 1B Inc. and supersede and replace any prior version of the Rules and Regulations.

Living in a condominium regime has features in common with three familiar forms of relationship: a government, a business, and a neighborhood. As with a government, the Council administering the condominium, which includes each Owner as a Member (voter) , has the power to assess fees against Units and their Owners (like a tax) and the power to prescribe certain behavior when Owners and Occupants come into contact with each other (like a law). As with a business, the Council administering the condominium regime has a duty to take actions in the best interest of all Owners and Occupants and to make decisions on a sound fiscal basis. As with a neighborhood, Owners and Occupants 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.

The Declaration of Master Deed for Atrium at Stonybrook 1B Inc. (the “Master Deed”) together with the Bylaws of the Council, have been filed in the Office of the Clerk of Jefferson County, Kentucky. The words used in these Rules shall be given their normal, commonly understood definitions. Unless context indicates otherwise all capitalized terms used but not defined herein have the meanings ascribed to them in the Master Deed. From time to time, any of these rules may be amended or repealed, and any new Rules may be adopted, by resolution of the Board enacted in accordance with the Master Deed and the Bylaws. In the event of conflict, ambiguity, or inconsistency between these Rules and the Master Deed or Bylaws, the Master Deed or Bylaws shall control, in that order.

Wherever in the Rules reference is made to an “Occupant,” such term applies to any person lawfully residing in a Unit, regardless of whether such person is an Owner. Wherever in these Rules reference is made to the “Board” or “Board of Directors”, such terms shall include any Management Company acting on behalf of the Board.

Certain restrictions are set forth in Articles 5 and 15 of the Master Deed, and not all of those restrictions are repeated here in their entirety. These Rules are intended to supplement such restrictions. The Master Deed and the Bylaws contain other requirements applicable to owners and Occupants. Each Owner and Occupant shall comply, and shall cause the Owner’s or Occupant’s servants, employees, agents, licensees, visitors, invitees and guests to comply, with the Federal Laws, The Kentucky Revised Statutes, Local laws, the Master Deed, the Bylaws, these Rules, and all other Condominium Documents in their use and possession of any portion of the Condominium Property, including the Units, Storage Closets, garages, carports, stairwells, patios, balconies, driveways, recreational facilities, grounds, parking areas, sidewalks, and any other General Common Elements and Limited Common Elements which are part of the Condominium Property.

#### KEY

Each Rule will be annotated with the source or sources of the origin of the Rule according to this key:

(Federal Law), (FCC), (Kentucky Revised Statutes “KRS”), (Fire Code), (Master Deed), (Bylaws), (Past or current Board “Board”) (Accounting Practices)

#### Condominium Property

1. No Unit shall be leased or rented and no Unit shall be occupied by a tenant or other person paying rent to the Unit owner, unless the Unit owner held legal title to the unit prior to December 1, 2003 and the Unit was used for Rental purposes prior to December 1, 2003. (Fifth Amendment to Master Deed)
2. Nothing shall be done in any Unit, storage Closet, garage, or in, on or to

the General Common Elements, or Limited Common Elements which may impair the structural or mechanical integrity of the Buildings or any improvements on the Condominium Property. Nothing shall be done or kept anywhere on the condominium Property which would result in the cancellation of insurance for the Buildings or their contents or which would be in violation of any law, ordinance, or regulation. Nothing shall be done or kept anywhere on the Condominium Property which would increase the rate of insurance for the Buildings or their contents without the prior written approval of the Board. (Master Deed)

3. No improper, unlawful, noxious, or offensive activity shall be conducted anywhere on the Condominium Property, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to other Occupants. No Occupant shall make or permit any unreasonably loud or disturbing noises or do anything or permit anything to be done which would unreasonably interfere with the rights, comfort, or convenience of other Occupants. (Master Deed)
4. Toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed. No sweepings, matches, rags, ashes or other articles not suitable to the intended use of such apparatus shall be disposed of there in. Adult or infant wet wipes shall not be flushed but disposed of in a garbage can. The cost of maintenance or repairing any damage resulting from misuse shall be borne by the Owner whose Occupant caused such damage. (Board)
5. All garbage and trash shall be placed in either the dumpster across from building 8508 or the dumpster by 8510. No Occupant shall use the dumpster located in Atrium II. No items shall be placed on the ground outside the dumpster. No construction material, old bikes, or large appliances, furniture, tires or mattresses shall be placed in the dumpster. Any boxes placed in the dumpster must be broken down. Large boxes used to deliver appliances should be removed from the property by the delivery company and not placed in the dumpster. No carpeting, drywall, lumber or other remodeling materials shall be placed in the dumpsters. Items other than household trash shall be the responsibility of the Occupants to remove from the property. “ No Parking” on pick-up day signs in front of 8508 must

be observed. If pick-up is not possible due to a parked vehicle the Occupant of the unit responsible for the vehicle will be billed for any extra pick up charges or towing charges required. (Board)

6. Solicitors are not permitted. Any Occupant who is contacted by a solicitor on the Condominium Property should notify the property manager or a Board member. (Board)
7. No part of the property shall be used for other than residential purposes and related common purposes for which the property has been designated and permitted. (Master Deed)
8. No "For Sale" or "For Rent" signs, advertising or displays shall be maintained or permitted on any part of the property except such location as and in such form as shall be determined by the Board. (Master Deed) A neat Normal size realtor sign 18x24 may be placed in the ground in front of your unit and/or at the entrance of the community on Atrium at Stonybrook 1B property, on weekends and open house days only. The sign must be removed immediately after the specified times and no later than 6PM on Sunday Evening. No posting of any kind is allowed on or in any windows including enclosed lanai patio area. (Board)

#### Common Elements

9. The Common Elements (except the Limited Common Elements) shall be used in common by Owners and Occupants and their agents, servants, customers, invitees, licensees, and guests in accordance with the purposes for which they are intended, reasonably suited, and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyments of Units, Storage Closets, and Garages. Unless expressly provided otherwise in the Condominium Documents, no common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of all Owners and Occupants. (Master Deed)

10. Those portions of the Common Elements described in the Master Deed or shown on Drawings as Limited Common Elements shall be used and possessed exclusively by the Owners or Occupants of the Unit or Units served by the same, and shall be used only for the purposes intended and subject to the other provisions of the Master Deed and these Rules. (Master Deed)
11. There shall be no obstruction of the Common Elements without the prior approval of the Board. (Master Deed)
12. No personal property may be stored anywhere on the Common Elements. (Master Deed)
13. Except as may be permitted elsewhere in these Rules for Limited Common Elements, no portion of the Common Elements shall be decorated or furnished in any manner by an Occupant or Owner. (Master Deed)
14. Sidewalks, Buildings entrances, stairwells, and corridors shall be used for no purpose other than for normal transit. (Board)
15. No one may enter upon the roof of any Building without the prior approval of the Board.
16. Except in the recreation areas designated as such by the Board, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, trampolines, benches, chairs or other articles of personal property be left unattended in stairwells, corridors, Building entrances, parking areas, sidewalks, lawns , or elsewhere in the Common Elements. (Master Deed and Board)
17. Planting of flowers, plants, trees, shrubs, or crops of any kind is prohibited anywhere on the Common Elements without the prior approval of the Board. No fences (including invisible dog fences) may be erected around or on the Common Elements except by the Council. (Master Deed and Board)
18. No inoperable vehicle nor any unlicensed vehicle shall be parked on the Common Elements. (Board)

19. No trailer, boat, or any recreational vehicle shall be kept or parked on the premises at any time except with the express consent of the Board.  
(Master Deed)
20. All persons using the Common Elements do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence or accident within the Common Elements. (Board)
21. Smoking is not permitted in any Common Elements within a Building.  
(Board)
22. No security doors shall be propped open and left unattended at any time. This includes but is not limited to: taking trash to the dumpsters; deliveries; remodeling; plumbing, cable, cleaning crews and other service oriented activities: private meetings and parties; and realty showings and open houses. Police, fire protection, and emergency services are excluded from this regulation. (Board)

#### Patios and Balconies and Decks

23. The United States flag may be displayed in accordance with any of the following: (a) the patriotic customs set forth in 4 U.S.C.A 5-10 as amended. Governing the display and use of the U.S. Flag: (b) the recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105<sup>th</sup> Congress, 1<sup>st</sup> session (1998): or (c) any federal law, proclamation of the president of the United States or the governor, section of the Revised Statutes, or local ordinance or resolution. No Flagpole may exceed six feet in length. Nothing else may be hung, displayed, or exposed on the exterior of the Units or patios and balconies without written permission from the Board. (Federal law, KRS, local law, Board).
24. Patios and balconies shall not be used as storage areas for any items including without limitation baby carriages, playpens, bicycles, wagons, toys, or vehicles. (Board)

25. Balconies and patios may be enclosed but only with the written consent of the Board. (Master Deed)
26. FCC regulations supersede the language of the master deed that disallows satellite dishes. The following policy is set forth by the FCC. A southwest exposure is necessary to receive a satellite signal, so satellite service may or may not be available to a particular unit, depending on the orientation of that unit. A satellite dish may be attached to the post of the patio or balcony, but no satellite dish may be installed on any balcony railing, outside any window, or in such a position on the balcony that the satellite dish extends over or exceeds the height of the deck railing or is affected by inclement weather. No penetrations of any Building or the patio or balcony floor are permitted and no holes may be drilled in the aluminum sash or sliding door frames. (FCC) Occupants shall coordinate with the property manager about the preferred locations for satellite dishes. While this is not an approval process, it is necessary to ensure the safety of all Occupants of the Condominium Property. (FCC)
27. No open fires, charcoal grills or propane grills are permitted on the patios or balconies. No such grills or supplies or fuel tanks may be stored anywhere on the common elements or limited common elements. Electric grills are permitted. (fire code)

#### Units, Storage Closets, Garages, and Surface Parking Areas

28. No garage or storage unit shall be sold to anyone outside of Atrium at Stonybrook 1B Inc. (Board)
29. Occupants shall keep the volume of any radio, television, musical instrument, or other sound producing device sufficiently reduced at all times so as not to disturb other Occupants. Despite such reduced volume, no such sound-producing devices may be operated between the hours of midnight and 8:00 am if such operation disturbs or annoys Occupants in other Units. (Board)



30. Venetian blinds, or draperies (which are visible from the outside) shall be white or an off white color and shall be approved by the Board. Nothing else may be hung or displayed on the inside of windows of units visible to the exterior except holiday lights or decorations may be displayed on the inside of window of units and on patios, or balconies within 4 weeks prior to and two weeks after the applicable holiday. (Master Deed, Board)
31. Replacement windows must have the same appearance as other windows in the building. (Board)
32. No jetted tubs, including without limitation hot tubs or Jacuzzis are permitted in any Unit, Storage Closet, or Garage or on any balcony or patio.(Board)
33. No Gasoline or other explosive or flammable material may be kept in any Unit, Storage Unit or Garage. (Fire Code, Board).
34. Storage Closets may be used solely for the purposes of storage of personal effects and furnishings of Owners and Occupants, and for no other purpose. All personal property placed in any portion of the Condominium Property, including without limitation Storage Closets, shall be there at the Sole risk of the Occupant, and the Council shall in no event be liable for loss, destruction, theft, or damage to such property. (Master Deed, Board)

#### Entry into Units, storage Closets, and Garages

35. The Board or any contractor authorized by the Board may enter any Unit, Storage Closet, or Garage at any time reasonably convenient to the Occupant (except in case of emergency in which case entry may be immediate and without such notice or permission) for the purpose of discharging their responsibilities. (Master Deed)
36. Locks on all entrance doors to each unit shall not be changed (or locks added to) without first obtaining permission from the Board. (Master Deed)
37. In the event a door lock is changed and the Occupant doesn't provide the Board with a key, if Board entry is required then the cost of a locksmith and

\$50 administrative fee will be paid to the association by the Occupant.  
(Board)

38. If emergency entry requires forcibly opening the door, the cost of repairs to the door will be the responsibility of the Occupant.( Master Deed and Board)

### Pets

39. No animals, rabbits, livestock, fowl, or poultry, of any kind shall be raised, bred or kept in any unit or in any part of the property, except one dog under 25 pounds, and one domestic cat. (Master Deed)
40. In addition no more than two caged animals (birds, hamsters, or guinea pigs) may be kept in a unit. Snakes, spiders, insects, lizards, reptiles or non-domestic animals are also prohibited. (Board)
41. Pets outside the confines of the owner's unit must be kept on a leash, and accompanied by a responsible person. (Master Deed) (local law)
42. No animal droppings may be left on the Condominium Property, and Occupants shall immediately clean up after their pets. (Master Deed)
43. Any such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. (Master Deed). Acts which constitute a nuisance include without limitation, an attack by the pet on a person: more than one unprovoked attack on other animals: abnormal or unreasonable crying, barking, or scratching; vermin infestations which are not eradicated; repeated urination or defecation in common areas within the buildings.
44. Pets must be registered and inoculated as required by law and registered with the Council. (Board)
45. Pet owners are fully responsible for personal injury or property damage caused by their pets and shall ( and, by the act of keeping a pet on the Condominium Property, do) indemnify the Council and all other Occupants

for all loss, cost, claim, and expense including without limitation reasonable attorneys' fees, caused by such acts. (Board)

#### Books, Records, and Information

46. The Books and Records of the Council shall be available for examination at the office of the Council or the professional management company hired by the Council from 10:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays. Any Owner, Eligible Mortgagee, or Eligible Insurer desiring to inspect such documents shall give at least 10 days prior written notice to the Secretary of the Council or the Property Manager of the date and time such inspection is requested to occur and which records such person desires to inspect. No other persons will be permitted to examine the records. The exact date and time of the inspection will be as mutually agreed by the parties. Records will be presented in the form they are being maintained. A maximum of 2 hours is allotted for the inspection. At the Board's option, any Board member, officer, or authorized agent of the council may supervise such inspection. Records may not be removed from the office. Copies may be requested at a copy fee of not less than \$.25 or the current per copy rate used by the management company whichever is greater. Requested copies will be provided within 10 days of receipt of payment for such copies. Management company employees and Board Members will not be available for questions during the inspection. All questions must be put in writing and left with the management company receptionist or Board representative and will be responded to in writing. (KRS, Master Deed, Board)
47. The Council maintains bulletin boards in the lobbies of each building for notices of general interest. Date, time, and place of Board meetings will be posted on the bulletin boards. Owners are welcomed to attend. The bulletin boards are to be used for Board notices only. Individual Occupants, vendors, or other persons may not post on the bulletin boards. (Board)
48. In addition to the remedies available to the Council as described in the Master Deed and Bylaws, if any Owner or Occupant fails to comply with these Rules or any of the other Condominium Documents, the Board may,

after following the procedures for notice and opportunity for a hearing, impose any of the following as a Unit Assessment:

- a. Late Fees. If any Assessment remains unpaid for ten days after all or any part thereof shall become due and payable, then the Board may charge a collection fee of \$25 for each month that such Assessment or portion thereof remains unpaid. (Board)
- b. Interest. In addition, if any Assessment remains unpaid for ten days after all or any part thereof becomes due and payable, then the Board may charge an interest rate of 10 percent per annum from the date Assessment became due until the date it is paid. (Board) (Generally Accepted Accounting Principles)
- c. Collection Charges. If a check from any Owner is returned to the Council by its bank for any reason, such Owner will reimburse the Council for the return check fee charged to the Council by its bank, and the Board may at any time thereafter require such owner to make payments by bank cashier's or certified checks. The Owner is also liable to the Council for any other collection costs incurred, including without limitation reasonable attorneys' fees, paralegal fees, and court costs. (KRS) (Board)
- d. Schedule of Fines. If any Owner or Occupant fails to comply with these Rules or violates any restriction contained in any of the Condominium Documents, in addition to requiring the Owner to pay for any damage caused by such violation, the Board may levy, as a Unit Assessment, a fine according to the following schedule: (i) written warning for first violation; (ii) \$100 for repeat violations subject to a hearing before the Board if requested by the violator. (Board)(KRS)

49. Payments from Owners shall be applied in the following order: (a) first, to interest owed to the Council; (b) second, to administrative late fees owed to the Council; (c) third, to collection costs, attorneys'

fees, paralegal fees, court costs incurred by the Council; and (d) fourth to the principal amounts owed by the Owner to the Council for the Assessments chargeable against the Unit, Storage Closet, or Garage. (Board) (Generally Accepted Accounting Principles)

#### Individual Homeowner's Insurance

50. Each Owner is required to carry homeowner's insurance on their unit. Each Owner will provide annually upon renewal proof of insurance for their individual homeowner's policy. Current Owners must provide proof of insurance within thirty (30) days of the adoption of the Rules and Regulations. New Owners must provide proof of insurance within thirty (30) days of closing. (Master Deed) (Board)