

***WOODLANDS OF HURSTBOURNE
COUNCIL OF CO-OWNERS, INC.***

Rules and Regulations

Effective September 2015

WOODLANDS OF HURSTBOURNE COUNCIL OF CO-OWNERS, INC.
RULES AND REGULATIONS

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WOODLANDS OF HURSTBOURNE COUNCIL OF CO-OWNERS, INC.

RULES AND REGULATIONS

WITNESS WHEREAS, the original Rules and Regulations (the “Regulations”) of Woodlands of Hurstbourne Council of Co-Owners, Inc. (the “Council”), acting through its Board of Directors (the “Board”) on behalf of all of the Unit Owners of Woodlands of Hurstbourne (the “Woodlands”), were adopted in February 2006 to govern, in part, the operation of Woodlands of Hurstbourne, the Master Deed for which is of record in Deed Book 8318, Page 872 in the Office of the County Clerk of Jefferson County, Kentucky (certain terms used in these Regulations without definition have the meanings set forth for them in the Master Deed);

WHEREAS, these Regulations may be amended from time to time or repealed by resolution of the Board of Director enacted in accordance with the Bylaws of the Council; and

WHEREAS, the Board has determined to amend and restate the Regulations in accordance with the Master Deed and Bylaws as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations effective February 2006.

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 Directors of Woodlands of Hurstbourne Council of Co-Owners, Inc., the corporation administering the condominium development known as Woodlands of Hurstbourne, in accordance with the Master Deed and Bylaws of the Council.

Living in a condominium project has features in common with three familiar forms of organization – a government, a business, and a neighborhood. As a government, the corporation administering the condominium project, 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 other. Like a business, the corporation administering the condominium project 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 Regulations, as may be amended from time to time, have been adopted to provide guidelines in all of these associations, along with the other constituent documents of the condominium project: the Master Deed establishing Woodlands of Hurstbourne (the “Master Deed”), as amended from time to time, the Articles of Incorporation of Woodlands of Hurstbourne Council of Co-Owners, Inc., as amended from time to time (the “Articles”), and the Bylaws of Woodlands of Hurstbourne Council of Co-Owners, Inc., as amended from time to time (the “Bylaws”), (collectively the “Condominium Documents”). However, no such amendment, modification or revision shall affect written approvals issued by the Board of Directors prior to enactment of any such changes.

1. Definitions

- A. Unit Owners.** Wherever in these Regulations reference is made to “Unit Owners,” such term shall apply to the owner of any unit within the Woodlands, to such Unit Owner’s family,

tenants (whether or not in residence), servants, employees, agents, visitors, and to any guests, invitees, or licensees of such Unit Owner, his family, or the tenant of such Unit Owner.

- B. Council.** Wherever in these Regulations reference is made to the Council, such reference shall include the Council and any managing agent for Woodlands of Hurstbourne when the managing agent is acting on behalf of the Council.

2. Welcome to Condominium Living

- A. Moving In or Out.** Work to move into or out of a Woodlands unit may only be done outdoors between the hours of 8:00 a.m. and 9:00 p.m. Each Unit Owner is responsible for the proper removal of trash, debris, crating, or boxes relating to that Unit Owner's move-in or move-out.
- B. Assessments.** Monthly payment of annual assessments are due and payable from each Unit Owner on the 1st day of each month.

Payment shall be by check or money order, payable to the order of Woodlands of Hurstbourne, and shall be mailed or delivered to the Property Manager's office (unless otherwise specified in writing by the Board):

Woodlands of Hurstbourne
C/O Mulloy Properties, LLC
8303 Shelbyville Road
Louisville, KY 40222

A \$50 late payment penalty shall be assessed for any monthly installment of an annual assessment not received by the 15th day of each month, and all amounts outstanding for more than 60 days, shall accrue interest to the maximum extent allowed by law until such time as payment is received.

- C. Automatic Withdrawals.** Each Unit Owner is encouraged to authorize automatic withdrawal from a bank account for monthly payment of assessments to avoid late payments, imposition of late payment penalties, and interest. The form to authorize automatic withdrawals is available from the Property Manager (see address above) for the Woodlands.
- D. Compliance With and Value of Rules and Regulations.** Each Unit Owner shall comply with all terms and conditions of the Kentucky Condominium Act, the Master Deed, the Articles, the Bylaws, and these Regulations. The invalidity of any provision of these documents shall not impair or affect in any manner the validity, enforceability or effect of the rest of these documents. If there are conflicts or inconsistencies between the provisions of the Kentucky Condominium Act and any of these documents, the provisions of the Kentucky Condominium Act, the Master Deed, the Articles, the Bylaws and these Regulations in that order shall prevail.

Each Unit Owner shall comply with all terms and conditions set forth in these Regulations that govern the units, buildings, building entrances, decks, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project.

A key purpose of these Regulations is to enhance the value of each owner's unit and the condominium project as a whole, including encouraging an attractive and uniform appearance.

A Unit Owner may apply to the Board of Directors or managing agent for a temporary waiver of one or more of these Regulations. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if in the judgment of the Board of Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the condominium project was formed, present a material adverse risk to the Council, the condominium project, the other Unit Owners or the enforceability of any provision of the Condominium Documents.

- E. Residential.** Each unit shall be used only for single family residential purposes and there shall be no subdivision or partition of any unit. In conjunction with this, no business or trade of any kind (other than a typical home office that does not involve visiting customers) shall be conducted in any unit, nor shall any other activity be conducted in any unit which constitutes or may become an annoyance or nuisance to the neighborhood and residents, as determined by the Board.
- F. 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 Woodlands.
- G. Residential and Housing Violations.** Each violation of “Residential” and “Housing” restrictions immediately above may incur a fine as determined by the Board. If the violation is not properly corrected within seven (7) days, or within any extension thereto approved in writing by the Board, the Board shall have all legal rights and remedies as provided under either the Kentucky Condominium Act, the Master Deed, the Bylaws, or these Regulations, including its court costs and reasonable attorney’s fees.
- H. Leases.** The Board’s written approval is required for all lease arrangements. A copy of any lease must be delivered to the Board for prior written approval in all situations at least seven (7) business days prior to the commencement of the lease, by sending it to the Property Manager.

Board approval requirements for leases include:

- Lease must be in writing and must be expressly made subject to the Master Deed, the Articles, the Bylaws and Regulations, as may be amended from time to time. Board will provide such language to the Unit Owner in the form of a lease addendum if such language is not already in the lease.
 - Unit may be leased for single family residential purposes only. Leasing for gainful occupation or trade or other non-residential use is not permitted.
 - No short-term rentals of less than thirty (30) days are allowed.
 - No lease providing longer than a twelve (12) month primary term will be approved and any option to extend is subject to written Board approval.
 - Any Unit Owner who fails to obtain prior written Board approval of a lease may incur a fine as determined by the Board.
 - See Item 6, Process to Request Board Approval, and Appendix A-3 for additional information on lease arrangements.
- I. No Solicitors.** Solicitors are not permitted in the Woodlands. Any Unit Owner who is contacted by a solicitor on the property is requested to notify the Property Manager.
 - J. Complaints.** Complaints regarding the management of the condominium project or regarding actions of other Unit Owners shall be made in writing (letter or email) to the Property Manager.

No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee, agent, contractor or vendor of the Property Manager or the Council.

3. Living in a Condominium Community

A. Water Conservation. Water is provided to residents by the Council and is a significant part of the Council's total expenses that are paid for by all Unit Owners. Each resident is encouraged to exercise good water conservation practices. Unit Owners are expected to repair any issues involving water waste including leaking faucets and running toilets in a timely fashion. Sprinkler systems are part of the common area of the Association and no additional sprinkling and exterior watering of the lawn areas should be done by Unit Owners.

B. Animals and Pets. No animals of any kind shall be raised, bred or kept in any unit or on the common elements of the Woodlands, except that dogs, cats, or caged birds (not to exceed two per unit without the prior written approval of the Board of Directors) may be kept in a unit, subject to compliance with the Bylaws and these Regulations.

Additional Pet Rules:

- When not in a unit, any such acceptable pet must be on a leash, carried, or contained (within a fence approved in writing by the Board), and at all times under the control of a resident; therefore, leashes may not exceed a length that will permit close control of the pet; and, only so long as the owner or handler of such pet cleans up and removes any animal waste from any area in which it is deposited.
 - All pets must be registered and inoculated as required by law and registered with the Property Manager of the Woodlands.
 - 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.
 - No pet may be maintained in a unit if it becomes a nuisance, as determined by the Board of Directors in its sole discretion. Actions which will constitute a nuisance include, but are not limited to, an attack by the pet on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable crying, barking, or scratching, or fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated failure of a pet owner to clean up and remove any animal waste from any area in which it is deposited.
- C. Noise.** No Unit Owner or Resident shall make or permit to be made any disturbing noises that will unreasonably interfere with the rights, comfort and convenience of other Unit Owners and Residents. All Unit Owners shall keep the volume of any radio, television, musical instrument or other sound-producing device sufficiently reduced so as not to disturb others.
- D. Nuisances.** No inappropriate, noxious or offensive activity or item shall be conducted in any unit or on the common elements or placed in any unit or on the common elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to other Unit Owners or Residents.

4. Unit Owner Use

- A. No Obstruction of Common Elements.** There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as expressly permitted under the terms of the Condominium Documents, or as otherwise stated herein.
- B. Restricted Use of Common Elements.** 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 of units. The sidewalks and building entrances shall be used for no purpose other than for normal transit.
- C. Unlawful Use.** No unit shall be used for any unlawful purpose, and no Unit Owner shall do or permit any unlawful act in or upon a unit or on the Common elements.
- D. Unit Structural Integrity, Alterations or Construction.** Nothing shall be done to or in any unit or to or in the common or limited elements which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements, except upon the prior written consent of the Board.
- E. Increased Insurance Risks.** 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 public law, ordinance, or, regulation. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be committed on the Woodlands property. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all applicable public authorities having jurisdiction over same, including building electrical code, as well as manufacturer safety guidelines. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.
- F. Entrance Upon Roofs is Prohibited.** No Unit Owner, agent of Unit Owner, or contractor utilized by Unit Owner shall enter upon the roofs of any of the buildings without the prior consent of the Board of Directors or managing agent, and no antennas, satellite dishes, or other devices for transmitting or receiving electronic, microwave, or similar signals or any other structure, equipment, or other similar items may be placed on any roof or in any portion of the common elements except upon the prior written consent of the Board. However, see Appendix A-2, Satellite Dish Policy.
- G. Water and Sewer Lines.** Toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no ashes, matches, rags, sweepings 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 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 that 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.

H. Dryer Vent. Each Unit Owner is responsible for the periodic cleaning of the dryer vent from inside the unit since an accumulation of lint and other debris can build up, reduce air flow to the dryer and create a fire hazard. It is recommended that this cleaning be done annually. By doing so, or having it professionally done, this will not only reduce the risk of fire, but also save money by improving the dryer's efficiency. See above item 4.F. Entrance Upon Roofs is Prohibited.

I. Hazardous Materials. Each Unit Owner shall indemnify and hold harmless the Board of Directors 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, disposal of or use of any hazardous substances and/or permitted by such Unit Owner otherwise released within the Woodlands during the ownership of the unit by such Unit Owner.

J. Drapes and Blinds. Any drapes and blinds used in a unit shall, regardless of color, have a white background facing any window; otherwise, they are strictly prohibited.

K. Plantings and Fences. Planting of crops, flowers, plants, shrubbery and trees of any type, and the erection of any fence, is prohibited anywhere on the common elements without the prior written consent of the Board of Directors.

L. Trash and Recycling. All trash and recycling materials shall be placed in proper receptacles; however, cardboard boxes may be broken down into no larger than 2 ft. by 2 ft. sections and bundled (City of Hurstbourne). No loose trash is to be placed out for pickup. Trash and recycling receptacles are to be placed out for collection on the Unit Owner's driveway (not on any grass or mulched areas) on the day prior to collection day, preferably in the late afternoon or evening, and removed on the day of collection.

Trash and recycling receptacles may either be stored: (i) in the Unit Owner's garage (this is preferable), or (ii) in the front alcove (far end of alcove, and backed up to garage), so as to be fully out of line of sight from the street.

No portion of the Woodlands shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, garbage, rubbish, trash, or other waste or Hazardous Substances (as defined by CERCLA in 42 U.S.C. §9601, et seq.). Garbage, rubbish, trash, or other waste shall not be kept on any portion of the Woodlands.

M. Personal Property. Nothing, including without limitation, decorating material and landscaping material, shall be placed in the common areas without written Board approval 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. Baby carriages, playpens, bicycles, wagons, or other toys shall not be left unattended in building entrances, lawns, parking areas, sidewalks, or elsewhere on or within the common elements. 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 the Board and Council shall have no responsibility or liability for the damage, destruction, loss or theft of any such property.

No personal property may be stored on the common elements except in garages 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 associated therewith, shall be at the sole risk

of the Unit Owner and the Council shall in no event be liable for the damage, destruction, loss or theft of any such property.

- N. Prohibited Activities.** Playing, skateboarding, rollerblading, riding of scooters (excepting those medically required), or use/operation of any unlicensed motor vehicle or lounging is prohibited in any common area within the Woodlands.
- O. Appearance.** Each Unit Owner shall at all times keep their unit and associated limited common elements in a clean and sanitary condition and observe and perform all laws, ordinances, and Regulations applicable to the Woodlands now or hereafter made by any governmental authority or the Board. Unit Owners shall not sweep or throw trash, dust, debris, cleaning materials or any other substances from a unit, its doors or windows, nor shake mops, brooms or other cleaning apparatus, etc. out of the doors or windows.
- P. Garage Doors.** Residents are strongly encouraged to keep garage doors closed even when someone is at home inside your unit, unless the garage is being used by someone. An open garage door is an invitation to a thief or even an intruder to your home. This is consistent with Public Safety Tips published by the City of Hurstbourne. In addition, this will improve the overall appearance of the Woodlands for both residents and guests.
- Q. Signs.** No Unit Owner may install or maintain, or permit any contractor/vendor to install or maintain, any sign, window display or other advertising on any part of the condominium project or in any unit. Temporary one-day signs and other signs for renovation work are not allowed. Any sign in violation hereof shall be subject to immediate removal without notice.

Unit Owners, or the Board of Directors, the managing agent, and any mortgagee who may become the owner of any unit, may place a "for sale," for rent" or "for lease" signs in a single window of a unit for the purpose of selling or leasing the same unit, but in no event will any such sign be larger than 18" x 24" nor shall it contain any material considered offensive by the Board in its sole discretion. Any sign in violation hereof shall be removed immediately upon notice from the Board.

A Unit Owner may install one security sign in the ground in the front and another in the back of the unit without Board approval.

- R. Exterior Displays, Hangings, Etc.** Except as provided for above under "Signs", no Unit Owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or its related common elements, whether through or upon the windows, doors, or masonry of such unit. This prohibition includes, without limitation, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or any other items, except upon the prior written consent of the Board of Directors. Under no circumstances shall any exhaust or window fan, air conditioning apparatus or unit, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of the unit, except on the prior written consent of the Board. No clothesline, clothes rack, or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements.
- S. Decorations.** Exterior lights and other decorations are prohibited except for Christmas/Holiday decorations starting after Thanksgiving through the following January 10th. Such lights and decorations must be reasonable and in good taste, and may only be installed on the front porch and in shrubbery on either side of the front porch. The Board shall be at all times

be the sole arbiter of what shall be considered reasonable and in good taste, and in keeping with the overall appearance of the Woodlands.

Reasonable door decorations shall be allowed for other traditional recognized holidays, but no longer than one week prior thereto or one week subsequent thereto. In no event shall exterior sound devices be utilized.

Appropriate decorative items, including artificial greenery, may be placed within the front entrance provided such decoration does not block access to the unit. Tasteful front door wreaths are permitted at all times.

One decorative garden flag may be installed in the ground in a mulched area on either side of the front porch without Board approval, provided it is in good taste as determined by the Board in its sole discretion, is maintained in good condition, and is not larger than 14 inches by 20 inches. An American flag may be displayed at any time.

T. Sales. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Woodlands without prior written Board approval; however, residents may participate in the annual City of Hurstbourne Yard Sale without Board approval.

5. Parking. Since all streets in the Woodlands are private, the main purpose of these parking Regulations is to prevent the obstruction of the flow of traffic for the benefit of all Unit Owners and especially emergency vehicle access. Other specific restrictions follow.

A. Compliance with Regulations. All Unit Owners, residents and guests shall observe and abide by all parking and traffic Regulations posted by the Board or by governmental authorities. Vehicles parked in violation of any such Regulations may be towed away at the owner's sole risk and expense.

B. Private Driveway. The driveway leading to the garage of a particular unit shall be reserved for the exclusive use of the Unit Owner, and other occupants, guests and invitees of that unit, subject to the Council's right of access thereto for performance of maintenance duties. Unauthorized vehicles may be towed at vehicle owner's expense without warning.

C. Residents and Guests. All vehicles owned or operated by a Unit Owner or tenant, or any resident member of such Unit Owner's or tenant's family, should be parked inside Unit Owner's garage or on the driveway assigned to their unit. If additional parking is needed, a Unit Owner may apply to the Board of Directors for a written temporary waiver to permit a vehicle to be parked in one of the visitor parking spaces. (See item 6 and Exhibit A).

Vehicles not frequently used must be stored in the Unit Owner's garage.

Short-term curbside or street side parking of resident or guest vehicles is permitted. Unit Owners may wish to advise their neighbors when curbside or street side parking by guests is anticipated.

D. Overnight Curbside Parking Prohibited. Except for vehicles parked in visitor parking spaces, no vehicle shall be parked curbside or street side overnight or long-term.

E. No Blocking of Others' Driveways, Fire Hydrants, Mailboxes and Through Traffic.

Parking in a manner that blocks others' driveways, fire hydrants, mailboxes, through traffic or walkways is prohibited.

F. Restrictions on Other Vehicles. No boat, bus, camper, mobile home, recreational vehicle, trailer, or other large vehicle or movable unit of any kind may be parked at any time on the condominium project except to load or unload or except wholly within a garage so that a garage door can be shut.

However, a Unit Owner may request prior written Board approval for a contractor's equipment/supplies/tool trailer to be parked in the Unit Owner's driveway for the duration of project inside the unit without having to remove it each night.

G. Inoperable, Junk or Derelict Vehicles. No inoperable, junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept at any location within the Woodlands, except within the owner's garage.

H. Vehicle Maintenance and Cleaning. Except in areas designated by the Board of Directors, vehicle repairs other than: (a) emergency maintenance, (b) ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), and (c) routine normal cleaning (but only by Unit Owners while parked on their private driveway), are not permitted on the common elements.

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

6. Process to Request Board Approval

A. Board Responsibilities

- 1) The Board reserves the right of 30 days to execute an approval process, though it will consider expediting a request when possible.
- 2) When needed, the Board is responsible to establish applicable written policy before approving or denying a Unit Owner's request.
- 3) The Board may solicit the opinions of immediate neighbors of the Unit Owner making the request, or of other residents.
- 4) The Board may consider privacy issue differences concerning those units backing up to other units, versus those units not backing up to other units.

- 5) When construction elements are involved, the Board will make a pre-installation inspection and a post-installation inspection by two members of the Board to ensure and verify compliance. Any damage that occurs during or after the alteration is the responsibility of the Unit Owner and any subsequent owners of that unit, not the Council.
- 6) The Board reserves the right to communicate with the local building code and planning and zoning departments, or other related government agencies, on behalf of the Council for information to insure that decisions are in compliance with all rules and regulations of such agencies.
- 7) Overall, the Board will act in a fair, impartial and consistent manner.

B. Unit Owner Responsibilities

- 1) Unit Owners shall use the attached application form, identified as **EXHIBIT A – REQUEST FOR BOARD APPROVAL**, to request written Board approval for any action requiring Board approval prior to the start of such action.
- 2) The completed application form must be submitted through the Property Manager and may be mailed, emailed or faxed to their attention. Property Manager will notify Board of request and coordinate response.
- 3) Unit Owner will receive a written response within 30 days of initial request (which may be to notify Unit Owner of additional time needed for the Board to make a decision)
 - If request is approved, it may include limitations which must be complied with.
 - If request is denied, it will include specific reasons why such request was denied.
 - A request may be modified and subsequently re-submitted for approval.
- 4) All costs for such elements of a request as may be approved is the sole responsibility of the Unit Owner, including, but not limited to liability, the initial cost of the element, maintenance, repairs, and any overall impact to the Woodlands unless agreed upon by the Board in writing to fund such elements as deemed common area to the Council.
- 5) Where a request involves building or contractor elements, additional documentation must be submitted with the application including:
 - Drawing of proposed changes;
 - Copy of building permit (if required by building code); and,
 - Certificate of insurance from the contractor's insurance company documenting that minimum required coverages and limits of liability, as stipulated the Woodlands, are in force. A listing of the current minimum required coverages is available from the Property Manager.

7. Violation Enforcement Process

- A. Violations and Fines.** In accordance with the Kentucky Condominium Act, after notice and an opportunity to be heard is given to the Unit Owner, the Board may levy a reasonable fine for a violation of the Master Deed, Bylaws, and/or these Regulations that the Board determines is, in its sole discretion, adequately documented.

The Board will utilize a series of up to two letters to Unit Owners to encourage correction of a violation and/or to help prevent its reoccurrence.

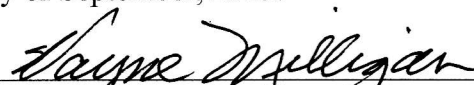
- 1) The first letter will be a “courtesy” letter describing the violation and asking that it be corrected within a stated period of time and not repeated;
- 2) If the initial violation is not corrected within a stated time period or a second violation occurs within a calendar year, a “warning” letter will be sent. This letter will state that if the violation is not corrected within a stated period of time or if another violation occurs, the Unit Owner will be given an opportunity to be heard, and a reasonable fine may then be levied by the Board.

B. Lien. Except as provided in Article VI (E) of the Master Deed, any unpaid common expenses assessed to a unit owner shall constitute a lien against the unit owned by such Unit Owner and against such Unit Owner’s interest in the condominium project prior to all other liens except the lien of a first mortgage on the unit and tax or assessment liens on the unit by the taxing subdivision of any governmental authority, including but not limited to state, county, city, and school district taxing agencies. The lien for unpaid assessments shall also secure legal interest and reasonable attorney fees incurred by the Council incident to the collection of such assessment or enforcement of such lien.

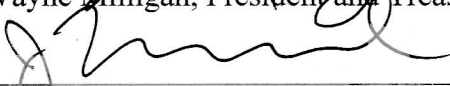
C. Acceleration of Assessment Installments. If payment of any monthly installment of an annual assessment is in default, the Board of Directors may accelerate the remaining installments of the annual assessment (and each annual assessment thereafter) upon notice to the Unit Owner, and thereupon the unpaid balance of the then current annual assessment shall become due upon the date stated in the notice, as provided in the Bylaws.

D. Action at Law and/or Foreclosure. For any unpaid assessments in default, the Board may bring an action at law against the Unit Owner personally obligated to pay the same and/or foreclose against the lien against the unit. In either event, interest and penalties provided for in these Regulations, costs and reasonable attorney’s fees shall be added to the total unpaid assessments due from the Unit Owner.

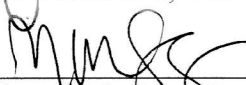
These Amended and Restated Rules and Regulations of The Woodlands of Hurstbourne are hereby adopted by the Board of Directors effective this 21st day of September, 2015.



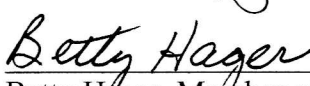
Wayne Milligan, President and Treasurer



John Fischbach, Vice President



Rebecca M. Gray, Secretary



Betty Hager, Member at Large



Ed Harrell, Member at Large

APPENDIX A-1

STANDARDS

The purpose of these Standards is to enhance and explain the Rules and Regulations with respect to several specific issues.

Written Board approval, unless otherwise stated, is required for all things done to or on common and limited common elements prior to the commencement of the work. To request approval, the “Process to Request Board Approval” must be followed, including completion and submission of the application form at Exhibit A.

Prior to commencement of work, WRITTEN BOARD APPROVAL IS REQUIRED for each of the following:

- **Bird Feeders and Houses.** With written Board approval, bird feeders and bird houses, on stands or supports, may be placed in the back of units in mulch/planting beds, on decks and patios and in areas which will not be mowed.
- **Decks and Patios (Changes, additions, or modifications).** Decks and/or patios currently attached to the units are the standard. No change, addition, or modification to the standard in structural appearance, including but not limited to, skirts, railings, steps, lattice, size or color may occur without written Board approval.
- **Door Screens Policy.** Door screens may be installed by a Unit Owner on the front and back doors entryways of a unit, upon receipt of prior written approval of the Board of Directors.

The following specifications are required:

1. The front entrance door may ONLY be of the “phantom” screen/retractable screen type system. Such a system can be “closed” (screened) when the door is left open for air, and is “opened” (screen is out of sight) when not in use so as not to impair view of the front door.
2. The rear entrance door, either from a deck or patio, may have either a phantom screen or a sliding screen.
3. Screen frame colors must be white to match existing door trim color.

Any damage from any cause that occurs during or after installation of a door screen(s) is the responsibility of the Unit Owner and any subsequent Unit Owners. All maintenance of door screens and any required construction is the responsibility of the Unit Owner and any subsequent owners of that unit.

- **Generators.** With written Board approval, a unit owner may install an enclosed, natural gas-powered generator behind, on the side of, adjacent to, or contiguous with the air conditioner unit.
- **Items Affixed to Outside Walls.** With written Board approval, decorative, flat open faced designed iron works, or similar decorative items, which do not cover the bricks may be attached to the mortar of brick walls as opposed to the bricks, on exterior walls of units. Hose caddies, window planters, plaques and other opaque objects may only be attached to the mortar on brick walls behind units.

- **Plants, Planters and Plantings.** No new annuals may be planted in any of the front or side planting/mulch beds. With written Board approval, unit owners may establish planting/mulch beds, not to exceed three feet in width, adjacent to any solid surface in the back of their respective units. Solid surfaces include decks, patios and brick walls. All planting/mulch beds must be covered with Supreme Grade A Cedar mulch, at Unit Owner's expense. Mulching must coincide with the common area mulching provided by the Council.
- **Planters, Urns and Other Decorative Items.** With written Board approval, average sized planters, urns and other similar, small decorative items may be placed on stoops and front steps; on driveways and sidewalks within one foot of steps and stoops; and, in alcoves. No decorative items may be placed in planting/mulch beds in the front and on the side of units/buildings.
- **Satellite Dish.** No resident may install a satellite dish for television broadcasts, etc. without the prior written approval of the Board of Directors. However, it is the desire and intention of the Board to provide such written approval, provided certain conditions are met to preserve the aesthetics and property of our community. And since a satellite dish must be oriented in a certain direction and placed in a suitable location in order for it to function properly, the Board will consider each request to install a satellite dish on a case by case basis.

While the list below is not necessarily exhaustive, the Board of Directors will consider and balance at least the following factors when considering a request to install a satellite dish:

1. A satellite dish may not be located in the front of any unit
2. It is preferable that a satellite dish not be visible from the street
3. It is preferable that a satellite dish not be located on the roof of any unit
4. Unit Owners (and binding on future owners of said unit) must, by written signature, accept liability and hold harmless the Board and Council for any damage to common elements, other property and/or the satellite dish, due to the installation, maintenance, use, removal or accident, etc. associated with the satellite dish.

- **Security Lighting.** Security lighting, including motion-activated exterior lighting, may be installed by a Unit Owner near the front and back entryways of a unit, upon receipt of prior written approval of the Board of Directors.

The following specifications are required:

1. All security lighting **MUST** be installed in the soffit, not in or on a masonry surface.
2. The color of the fixture must be either white (to match the soffit color) or black.
3. One or two standard exterior spot lights are allowed in a given fixture.
4. Lights must be directed downward as to not shine on any neighboring property.

Any damage from any cause that occurs during or after installation of security lighting is the responsibility of the Unit Owner and any subsequent owners of that unit. All maintenance of security lighting is the responsibility of the Unit Owner and any subsequent Unit Owners.

- **Storm Doors.** White framed full glass door with polished brass hardware. Written Board approval must be obtained before installation.
- **Window Tinting.** With written Board approval, a Unit Owner may have window tinting professionally installed on the inside of any window or door. Such tinting must not be of the one-way mirror type.

- **Windows – Complete Replacement.** Complete window replacement requires written Board Approval. (Also see Windows – Sash Replacement Only below).

BOARD APPROVAL IS NOT required for any of the following:

- **Chairs, Benches and Tables.** Benches, small tables and chairs may be placed on driveways, walkways and in small alcoves in the front of units without Board approval.
- **Decks and Patios (Sealing).** Decks and patios may be sealed with clear or cedar tinted sealants without Board approval. Grills, chairs, tables, umbrellas, planters and other appropriate items may be placed on decks and patios without Board approval.
- **Flags.** One decorative garden flag may be installed in the ground in a mulched area on either side of the front porch without Board approval, provided it is in good taste as determined by the Board in its sole discretion, is maintained in good condition, and is not larger than 14 inches by 20 inches. An American flag may be displayed at any time.
- **Security Signs.** One security sign may be placed in the ground in the front and back of an owner's unit without Board approval.
- **Sidewalks and Driveways (Sealing).** Aggregate sidewalks, driveways, pathways, alcoves, steps and stoops in the front of units may be sealed in clear or brown tint without Board approval.
- **Windows – Sash Replacement Only.** If only a window sash needs replacing due to broken or cracked glass, Unit Owner may order and install an equivalent quality window sash without Board approval. (Also see Windows – Complete Replacement above).

APPENDIX A-2

SNOW REMOVAL POLICY

Pursuant to Article III (F) of the Master Deed of Woodlands of Hurstbourne, snow removal from the common elements is the Council's responsibility. Accordingly, surface treatment and snow removal on Hogarth Drive, Hogarth Court, and all driveways and walkways will take place according to the following procedures:

- Surfaces will be pre-treated, as appropriate, when weather forecasts provide adequate warning;
- Streets will be salted when snow has stopped falling, no additional snow is predicted in the immediate future, and when accumulated snow amounts to two (2) inches or less;
- Driveways and walkways will be cleared when snow has stopped falling, no additional snow is predicted in the immediate future and the accumulated snow amounts to two (2) or more inches;
- Streets will be plowed when the snow has stopped falling, no additional snow is predicted in the immediate future, and the accumulated snow amounts to three (3) or more inches; and
- Icy areas will be treated as needed.

Snow removal and surface treatment will be performed by a licensed and insured vendor and will occur, as soon as practical after snow has stopped falling, according to the above criteria and depending upon our position on the vendor's customer priority schedule. Unit owners should be aware that cars parked in driveways or parking lots will delay or compromise removal efforts.

When accumulated snow and/or ice amounts to less than two inches or when additional snow falls after removal, Unit Owners may use a broom, shovel or snow blower to remove snow from their driveways and walkways. In addition, Unit Owners may use a Board-approved ice melt, to melt ice on their driveways and walkways during icy conditions and re-freeze situations.

Notwithstanding the above, all Unit Owners, their guests and invitees in the Woodlands of Hurstbourne should use caution when walking and/or driving on any surface upon which ice and/or snow may be present before, during and/or after treatment and/or removal.

APPENDIX A-3

LEASES

Prior written Board approval is required for all Lease arrangements. A copy of any lease must be delivered to the Board for prior approval in all situations at least seven (7) business days prior to commencement of the lease, by sending it to Property Manager.

Board approval requirements include:

1. Lease must be in writing and must be expressly made subject to the Master Deed, the Articles, the Bylaws and the Rules and Regulations, as may be amended from time to time. Board will provide such language to the Unit Owner in the form of a lease addendum if such language is not already in the lease.
2. Unit may be leased for single family residential purposes only. Leasing for gainful occupation or trade or other non-residential use is not permitted.
3. No short-term rentals of less than thirty (30) days are allowed.
4. No lease providing longer than a twelve (12) month primary term will be approved and any option to extend must be subject to prior written Board approval.

Violations. Any Unit Owner who fails to obtain prior written Board approval of a lease may incur a fine as determined by the Board.

Unit Owner responsibilities include:

1. Unit Owner is responsible to provide to the tenant a lease along with a copy of the Master Deed, the Bylaws, the Articles and the Rules and Regulations of the Council.
2. Leasing a unit does not limit the responsibility of the Unit Owner to comply with the Master Deed, the Bylaws, the Articles and the Rules and Regulations of the Woodlands.
3. Unit Owner shall remain liable for any and all unpaid fees, charges and expenses, owed to the Council on behalf of the unit, by Unit Owner, or 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 with equal priority to the lien for assessments provided for in the Master Deed.

Lease must provide for the following conditions:

1. 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.
2. Tenant and Residents must comply with the Master Deed and the Rules and Regulations of the Council.

3. The lease must allow the Board to seek eviction in the event the tenant violates any provision of the Lease, the Master Deed, the Bylaws or the Rules and Regulations, and the Council shall be deemed a third party beneficiary of said lease for this purpose and for all legal purposes. Provided, the Council shall have no obligations of the Unit Owner to Tenant under said lease. In the event the Council elects to take action hereunder, it shall provide written notice both to the Unit Owner and to the Tenant.
4. Tenant shall be required to provide proof of personal property and liability insurance (“Renters Insurance”) and such proof is required and is part of the Lease Contract documentation.
5. Tenant is responsible for notifying the Unit Owner and the Council immediately in the case of malfunction of the smoke alarms, equipment, and damage by fire, water, or act of God.

EXHIBIT A

REQUEST FOR BOARD APPROVAL

(If needed, call Mulloy Properties at 502-618-5900 and a copy of this form will be mailed to you)

SEND TO: Board of Directors, Woodlands of Hurstbourne
C/O Mulloy Properties, LLC, ATTN: Nan Gillespie
8303 Shelbyville Road Louisville, KY 40222
E-mail: ngillespie@mulloyproperties.com Fax: 502-498-2409

Unit Owner: _____ Date: _____
Address: _____
Phone: _____ Email: _____

Describe the nature of the request for approval. Give specific location and complete description of the improvement with documentation and/or drawing attached.

- ✓ Please include any documentation relevant to the request.
- ✓ All costs for such elements as approved is the sole responsibility of the homeowner, including, but not limited to liability, maintenance repairs, the initial cost of the element and any overall impact to the regime unless agreed upon by the Board to in writing to fund such elements deemed common areas.
- ✓ If request is approved, it may include limitations which must be complied with. If request is denied, it will include specific reasons why such request was denied. Request may be modified and subsequently resubmitted for approval.
- ✓ Unit Owner will receive a written response within 30 days of initial request (which may be to notify Unit Owner of additional time needed for the Board to make a decision)

Signature of Applicant: _____ Date: _____

----- BOARD USE ONLY -----

Approved ____ Disapproved ____ For the Board: _____ Date: _____

Conditions of approval / Reasons for disapproval: _____

