

# *The Falls at Old Henry*



**Council of Co-Owners**

## **Rules and Regulations**

**December 2019**

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**THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC.**  
**RULES AND REGULATIONS**

**WITNESS WHEREAS**, the original Rules and Regulations of The Falls at Old Henry Condominiums Council, Inc., (“Cooperation”) were adopted by the Board of said Cooperation administering the condominium development known as The Falls at Old Henry Condominiums effective December, 2007; and

**WHEREAS**, the Board has determined to amend and restate the Rules and Regulations as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations, effective April, 2012

**WHEREAS**, the Board has determined to amend specific Rules and Regulations as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations effective as of December, 2015

1. Section **1.L Definitions** updated to include clarifications of Limited Common Elements.
2. Section **2.c Limited Common Elements** clarified to document Garage floor as unit element and not limited common element.
3. Section **2.h Owners Insurance** updated to remove documentation requirement that unit owners must provide proof of insurance to Property Manager
4. Section **4.a Property Manager** added.
5. Section **4.e Landscaped Areas Maintenance by Association** and **4.p Roadways and Road** clarified to remove references to developer and to individuals.
6. Section **4.p Roadways and Road Signs** updated to reflect outsider parking and
7. Section **4.t Structure Insurance** clarified regarding flood/water and mold issues, and clarified to restrict actions which have an adverse effect on association insurance.
8. Section **4.v Drainage Elements** clarified.
9. Section **5.e No Solicitation** added
10. Section **5.f Winter Preparation** added
11. Section **6.j Decks** has been modified provide guidance on deck HVAC.
12. Section **6.k Satellite Dishes, Receivers & Transmitters** amended by board resolution to allow satellite dishes and document how they should be placed.
13. Section **6.m Door Screens** moved from Appendix A-2 and clarified.
14. Section **6.n Homeowner Security** added.
15. Section **6.o Security lighting/Security Cameras** updated to include camera.
16. Section **8.3 Garage/yard** sale clarified to allow once a year association yard sale and homeowner event at the time of property sale.
17. Section **8.h Weapons** added
18. Section **8.i Entry for Emergencies** added
19. Section **9.b Pets** amended to clarify health department regulations and owner responsibilities
20. Appendix **A.1 Permanent Decks, Coverings, Enclosures & Patios** – amended by board resolution to include new structures in association insurance, and clarify elements that are association responsibility 1 year after construction completed.

**WHEREAS**, the Board has determined to amend specific Rules and Regulations as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations effective as of June 2016

1. Section **2.G Leases and Appendix 2** have been updated to reflect master deed lease rules.

**WHEREAS**, the Board has determined to amend specific Rules and Regulations as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations effective as of June 2018

2. Section **1.J Definitions** have been updated to reflect that Mulloy properties has moved.

**WHEREAS**, the Board has determined to amend specific Rules and Regulations as authorized which shall be set forth hereafter, which therefore supersedes and replaces for all purposes said original Rules and Regulations effective as of September 2019

3. Section 4.r Gas & Electric service updated for consistency with master deed and definitions of limited common elements.
4. Section 5.a landscaping updated to insure landscaping company has appropriate free space to utilize power mower equipment to cut the grass.

**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 The Falls at Old Henry Condominiums Council, Inc., the corporation administering the condominium development known as The Falls at Old Henry Condominiums (“The Falls”) in accordance with the By-laws of The Falls at Old Henry Condominiums Council, Inc.

Living in a condominium Regime has features in common with three familiar forms of organization – a government, a business, and a neighborhood. As a government, the Cooperation 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 other. 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.

A key value established through these Rules and Regulations, is to enhance the value of each owner’s unit and the Regime as a whole by encouraging an attractive and uniform appearance.

These Rules and Regulations, as may be amended from time to time, have been adopted to provide guidelines 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 Falls at Old Henry Condominium Council, Inc., as amended from time to time (“**Articles**”), and the Bylaws of The Falls at Old Henry Condominium Council, Inc., as amended from time to time (“**Bylaws**”).

However, no such amendment, modification or revision shall affect written approvals issued by the Board prior to enactment of any such changes.

**1. Definitions.**

- a. The “**Regime**” shall refer to the real property improvements constructed on the property under the Kentucky Horizontal Property Law as defined in the preamble to the Master Deed.
- b. The “**Association**” shall refer to the incorporated organization known as “The Falls at Old Henry Condominiums Council, Inc.”
- c. The “**Council**” shall refer to all of Unit Owners acting as a group as defined by section 1.1 of the Master Deed.
- d. The “**Board**” shall refer to the elected Board of Directors of the Council as defined by section 1.7 of the Master Deed.
- e. “**Board Approval**” shall refer to the action that a Unit Owner must comply with the Board Approval Process and provide a Request for Board Approval as documented as Exhibit A of this document.
- f. “**Unit**” is defined as the enclosed space consisting of one or more rooms having direct access to the common elements, as defined further by section 1.4 of the Master Deed.
- g. A “**Unit Owner**” or “**Homeowner**” shall refer to all of the owners of a unit in the Regime as defined further by section 1.4 of the Master Deed.
- h. A “**Resident**” shall refer to all individuals living in a unit, including the Unit Owner, their family, guests, or tenants or families of tenants authorized under a lease or sub-lease agreement.
- i. A “**Guest**” shall refer to all individuals not living in a unit but invited into the Regime by a Unit Owner or Resident.
- j. “**Property Manager**” shall refer to the primary contact at the management company contracted with by the Board to manage our property, and as the primary contact for all information to be communicated to the board for any reason. Property Manager contact information follows:

**Beth Holt**  
Mulloy Properties, Inc.  
9000 Wessex Place  
Louisville, KY 40222`

Phone: 502.498.2401  
Fax: 502.498.2413

E-mail: [bholt@mulloyproperties.com](mailto:bholt@mulloyproperties.com).

- k. “**Common Elements**” shall refer to all of the elements of the Regime including the land and buildings with the exception of the Units, as further defined by section 1.2 of the Master Deed.
- l. “**Limited Common Elements**” shall refer to those common elements which are reserved for the sole use of the unit owner as defined by section 1.3 of the Master Deed. Unit owners are responsible and liable for all expenses related to the Limited common elements. Changes to limited common elements require board approval to validate that such changes are consistent with the style of the association. Maintenance of limited common elements that retain current style do not need board approval.
- m. “**Common Expenses**” shall refer to the total cost of all of the expenses in support of the common elements, except the limited common elements, of the Regime as further defined by section 1.5 of the Master Deed.
- n. The “**By-Laws**” shall refer to the By-Laws of The Falls at Old Henry Condominium Council Inc.
- o. The “**Articles**” shall refer to The Articles of Incorporation of The Falls at Old Henry Condominium Council, Inc., which may be amended from time to time.



## 2. Welcome to Association Living

**a. Monthly Maintenance Fees.** Monthly maintenance fees are due on the 1<sup>st</sup> of every month in advance of services for that month by the Unit Owner. There shall be a 10% late payment penalty assessed on any payment made on or after the 16<sup>th</sup> day of each month and another 10% penalty assessed each thirty days thereafter. After three months that the account has not been paid, a lien will be placed on the property and will remain in effect until payment is received in full. Remember that a resident can set up automatic withdrawal from your account for payment by contacting the Property Manager.

Fees begin on the unit closing date and are pro-rated through the first of the subsequent month and due with the first regular payment.

All checks should be made payable to **The Falls at Old Henry Condominiums**. The mailing address for your monthly maintenance fee is:

The Falls at Old Henry  
C/O Mulloy Properties, Inc.  
9000 Wessex Place  
Louisville, KY 40222

- b. Compliance.** Each Unit Owner and Resident shall comply with all terms and conditions of Kentucky Law, Master Deed, Articles, Bylaws, and these Rules and Regulations of the Regime. The invalidity of any provision of these Bylaws, the Master Deed, or the Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws, the Master Deed, or Rules and Regulations. If there are conflicts or inconsistencies between the provisions of Kentucky Law, The Articles of Incorporation, the Master Deed, these Bylaws and the Rules and Regulations, the provisions of Kentucky Law, the Master Deed, the Articles of Incorporation, these Bylaws and the Rules and Regulations in that order shall prevail.
- c. Limited Common Elements.** A Unit Owner, at the Unit Owner's sole expense, shall be responsible for all maintenance and repairs and replacement of such Unit Owner's Limited Common Elements as outlined in Master Deed (Section 1.3) and further defined here. This normally includes, but is not limited to, the following items that are attached or connected to a unit for the sole purpose of serving that Unit exclusively.
- Patios, decks & external stairways including screened or glassed decks and roofing other than the form of roofing used on the base unit (e.g. glass roofs)
  - Doors, windows, screens and surrounding frames including glass panes, caulking, and mortar joint between frames and exterior wall.
  - Vents, exhausts and discharges (dryer, radon, fireplace, oven, heating, hot water, sump pump, bathroom venting, etc.) including cleaning thereof
  - Exterior/outdoor lighting attached to unit including replacement bulbs
  - Front porches, stoops, walkways and driveways (homeowners may choose to seal concrete aggregate, use clear non-glossy elements)

- Garage doors (including seal between door and floor). Garage floor is unit element.
- HVAC and hot water equipment (including ducts, exhausts, wiring and connecting pipe and coolant).
- Generator (if installed)
- Minor issues with downspouts and the drainage below them (minor drainage problems and routine maintenance is generally best resolved by Unit Owner). Minor is considered to include parts cost of up to \$50 and associated labor.
- Security systems including connections to monitoring services
- Water & Sewer service from the outside edge of the foundation
- Gas service from the meter
- Electrical service from the main power panel outside of the unit
- Wired Internet/Television services from the interface at side of building
- Telephone services from the network interface at side of building
- Note that Wiring or gas runs between the main at the side of the building and the individual unit are limited common elements
- Interior unfinished surfaces of each Unit's perimeter walls, ceilings, floors and space between the floors.
- Attics (meaning any space between the roof of a building and the ceiling of a unit).

Provided, however, this paragraph shall not apply to the extent that the approved reserve or master insurance policy carried by the Association is intended to cover the repair or replacement thereof. Provided further, to the extent not covered by the Master Insurance Policy carried by the Association, a Unit Owner shall be liable for any damage to the Regime caused by Unit Owner, Resident or Guest in acts or omissions.

- d. Residential.** Each condominium 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 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 for the Developer's own office, provided that such use is compliant to the Master Deed, these rules and any other rules as the Board may from time to time issue.
- e. 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 Falls.
- f. Residential & Housing Violations.** Violations of residential and housing restrictions incur a penalty of \$250 per month fee for each month in which such violation exist subject to Fee Violation Policy later in this document, and include legal action as remedy to uphold the Rules and Regulations of the Regime. If the violation is not properly corrected within 30 days, 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 and Regulations, including its court cost and reasonable attorney's fees.

- g. Leases.** 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 the commencement, by sending it to Property Manager.

Board approval requirements specifically include:

1. Lease must be in writing and must be expressly made subject to the Master Deed (Section 5.3), the Articles, the Bylaws and these Rules and Regulations, as may be amended from time to time.
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 one year are allowed

There will be a penalty of \$250 per month fee if Board Approval is not obtained for each full month until such approval is obtained.

Please refer to Appendix A-2 for additional information on lease arrangements.

- h. Owners Insurance.** As provided in the Master Deed (Section 8.7), each Unit Owner shall maintain condominium owner's insurance upon its unit and upon the contents thereof as provided in the Master Deed in sufficient amounts to restore the interior of the unit to its original condition in the event of damage from fire or other hazard.

Unit owner shall also obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within unit owners unit.

The board has set the minimum unit coverage amount at \$100,000 and minimum liability coverage at \$300,000, subject to change.

### 3. Services provided by the Board.

- a. **Homeowners Meetings.** The Board will call an annual Homeowners Meeting in November/December including review of the upcoming budget, election of officers, and other matters of importance to the Association in accordance with the Bylaws (Section 3.14). Special meetings of the homeowners will be called when situations arise that must be communicated and/or decided upon by the homeowners which may require the association to fund services beyond approved monies in accordance with the Bylaws (Section 3.16).
- b. **Budget.** The Board establishes a budget based on expenses on the Common Areas and such Reserves as specifically approved by the Association. Requests for additional services that are not contemplated within the budget would require a vote of the Association and may be implemented as a special assessment in full or as allocated across the balance of the fiscal year.
- c. **Accounting & Tax Services.** The Board provides audit and tax preparation service from property manager in order to audit the operation of the property management activities and to file the Regime annual tax returns.
- d. **Reserve Fund.** The Board establishes a reserve requirement based on planned future expenses as designated in the Master Deed (Section 1.5) or additions based on association approval. Annual funding of such reserve is included in the Budget. The purpose of reserve funds is for replacement of specific Common Areas in more than one and fewer than thirty years. Such elements as approved will be included in this document, and include the following structures:
  - 1. Roof replacement after useful life, including any add-on roofing elements constructed after previous or initial roof installation and approved by the Board, provided such add-on elements useful life does not precede the useful life of the main structure.
  - 2. Siding replacement after useful life, including add-on siding elements constructed after previous or initial siding installation and approved by the Board, provided such add-on elements useful life does not precede the useful life of the main structure.
  - 3. Road resurfacing after the useful life of the road surface.
- e. **Investment Committee.** The Board will invest any monies held in reserve on behalf of the association in such investments to guarantee the retention of principal and to provide liquidity to apply such funds to planned expenses.

#### 4. Association Responsibilities.

- a. **Property Management Company.** The Board has contracted for Property Management to address the operations of the Regime. All questions, concerns or issues involving Regime should be raised with Property Manager, who will resolve or elevate such issues as required to the Board for resolution in a timely fashion. Such matters may include payment of monthly fees, request of services, request of rule variance, and notification of observed violations of the rules & regulations.

Property management firm has general repair and service staff and vendors available to Unit Owners on request. Fees for such services are the responsibility of the Unit Owner to the Property Manager.

Any issues in service by Property Manager should be reported directly to the Board.

Major repairs to any Common Areas will require Board review, contractor selection with the help of Property Manager and may require funding beyond existing budget. Board approved major repairs that require additional funding will require a vote by all homeowners at a special homeowners meeting, such meeting to have advance notice as designated in the Bylaws (Section 3.16). Homeowners requesting major repairs should use the **Board Approval process** as defined in this document.

Emergency repairs as designated by the Board can be addressed by Property Manager in an expedited process to minimize impact on the homeowner, even if such funding is beyond available budget. If such emergency repairs require additional funding, a special assessment will be created to address funding of the emergency repair. Emergency repairs include roof damage, malfunction in operation of utilities including outside gas and water lines, sanitary sewers, road failure, irrigation system breach, or similar issues which would cause significant property damage or safety issue to the extent that these elements are in the Common Areas of the Regime.

All services in this area of the document are managed by Property Manager unless otherwise noted. Complaints or requirements in any of these areas should be raised directly with Property Manager.

- b. **Common Area Lighting.** The Association is responsible for Common Area lighting, bulb replacement and replacement/repair of damaged lighting.
- c. **Snow and Ice Removal.** The Board has contracted for snow removal efforts for the Roads and Entrance to the Regime when the media reports accumulation of three inches or more, for ice of one inch or more, or when the Council otherwise deems necessary. The Board has declined the use of rock salt products on the roads in deference to those Unit Owners that have chosen to utilize driveway sealer. Please note that the Regime is not responsible for damage due to snow removal efforts, however, contractor will have insurance customary for the service and issues may be reported through the property manager.

In addition, Unit Owners may contract with snow removal contractor for driveway and walkway snow removal at Unit Owner's expense.

- d. Landscaping General.** All basic landscaping for the units and the Common Areas was initially designed and provided by the developer. The Association is responsible for maintaining the aesthetic character and appearance of the community through standards designed to present a neat and well-cared-for appearance year-round.

Flower pots may not be placed in the grass areas and no garden of any nature shall be planted, grown, maintained, placed or allowed. Artificial greenery or flowers will not be allowed except upon request to the Board.

- e. Landscaped Areas Maintenance by Association.** The Association is responsible for maintaining defined landscaped areas. The Board has contracted with a landscaping company to effect lawn mowing, periodic fertilization, mulch, shrub pruning and tree pruning, and when conditions require grub control, termite service, fungus control and leaf removal.

The landscaped areas maintained by the Association include:

- All grass within the property of the Regime.
- All trees, shrubs and planting beds between the front of a unit and the street. Exception - replacement of trees, shrubs and other plantings is the responsibility of the Unit Owner - not the Association.
- All bushes, trees and planting beds as a screen for utility boxes, transformers and meters next to end units. Maintenance and replacement of plantings is responsibility of the Association.
- The landscaped area behind buildings D & E for Unit Owners with decks and or patios facing back to back. This landscaping is designed for privacy and aesthetic appeal. Maintenance and replacement of plantings is responsibility of the Association.
- The front entrance of the subdivision with planting beds around the waterfalls and signature signs and visually continuous berm of landscaped trees, bushes and ornamental grass complemented by protected mature trees. This area is designed as a buffer to screen vehicle traffic and road noise. Maintenance and replacement of plantings is responsibility of Association.
- By virtue of an easement behind building C (units 8-13), Association is responsible for keeping the plants abutting the fence pruned and maintained free of disease.
- Located on The Falls property east of building B (unit 20) is a landscape easement for exclusive possessory rights to the home at 15200 Sycamore Falls Drive. Although that homeowner is designated to maintain this area, the Association is responsible for oversight to insure that the area meets the general standards of the association.

Further information regarding landscaping is covered later in this document in sections 5a and 5b.

- f. Natural Areas.**

Woodland Protection Area (WPA) - The preserved WPA is directly behind building A (units 20-26) and consists of Blue Line Stream that flows through a 100 year flood plain. This Blue Line Stream calls for a 100 foot protected waterway buffer. All existing vegetation within the designated WPA should be permanently preserved. Only landscape plantings, pruning to improve the general health of trees, and removing dead or declining trees is permitted. Preservation of this area will protect the highly erodible soils on the site and will help minimize the soil erosion through run off. As trees are lost through natural causes the Association is responsible to plant new trees in order to maintain minimum tree canopy.

Tree Canopy Preservation Area (TCPA) – The location of the TCPA begins where the large rocks are located at the foot of the slope behind building B (units 27-31) and extends through the 100 year flood plain to the WPA and Blue Line Stream as described above. As with WPA, there shall be no land disturbing activity beyond pruning to improve the general health of the trees or removing dead or declining trees that may pose a public health and safety threat. As trees are lost through natural causes the Association is responsible to plant new trees to maintain minimum tree canopy.

- g. Lawn Irrigation Service.** The Association has provided a lawn irrigation system in order to provide adequate water to lawns and planting beds in the front and rear of each unit. The Board has negotiated contracts so that this system is turned off for the winter months between November and March. Please notify property manager immediately on pipe or sprinkler head damage which will need immediate repair or it could cause excessive water waste. Heads are inspected and adjusted annually to insure correct operation. Water service will follow City of Louisville guidelines in times of drought.
- h. Uniform Trimming.** The trimming of shrubs and trees in the managed landscape areas of the Regime shall be done on a uniform basis consistent with all other units in The Falls. There shall be no exceptions for homeowners who choose to do their own trimming of shrubs and trees. In all cases uniformity must be maintained the same as those services provided by the landscaping company.
- i. Christmas Decorations at Entrance.** Christmas decorations at the front entrance are the responsibility of the association, and contracted by the Board. A committee has been established to work with contractor within available funds to provide tasteful decorations. Comments or complaints on decorations should be provided in writing to Property Manager, who will provide such information to Christmas decoration committee.
- j. Mulch.** A specified type of mulch and color has been designated for all planting beds throughout The Falls. Homeowners may obtain additional mulch at their own cost however it must be the same type and color of mulch as provided by the landscaping company. No other type or color may be introduced in these areas except for the approved locations at the rear of the units or grounds adjacent to patios. Pine needles in place of mulch are permitted.

**k. Fertilizer.** The Board has established contracts for fertilization treatments. Homeowners are discouraged from using fertilizers of their choice and in general managing their own lawns different from the products and services provided by the landscaping company.

**l. Undeveloped areas.** The association is not responsible for land that has not been developed, or roads only servicing such land, that have not been turned over to the association.

The association will become responsible for normal building maintenance on units once that unit has been constructed, added to the master deed, and payment of association fees has commenced. Builder remains responsible for all unit maintenance for the one year warranty period. Further documentation may be found in the Master Deed (Section 7.2).

**m. Trash Pickup.** The association is responsible for trash removal. The Board has contracted with a waste management service and each unit is provided with a bin in which trash can be placed for collection. Resident is expected to leave trash bins at the end of the driveway the night before trash collection, and to remove receptacles on the day trash has been collected. All refuse must fit in available trash bins, as our service contract does not allow for additional boxes etc. outside of the trash bins. There is currently no facility to address disposal of hazardous material. There is currently no contract for recycling services. Service issues should be raised with Property Manager.

**p. Roadways and Road Signs.** The Association is responsible for repair, maintenance and replacement of roadways in the community, managed through Property Manager. The roads within the Regime are considered Private roads, as such, and the City and County is not currently responsible for servicing this Regime.

The association will re-surface the road at maintenance intervals. Resurfacing is covered through the reserve. Initial top dressing once all units are complete will be assessed to all unit owners equally.

The owner of the property at 15200 Sycamore Falls Drive has an easement of access from Old Henry Road to that property.

The Association is responsible for repair, maintenance and replacement of road signs which have been placed at the entrance to our community, and at the two intersections.

Use of association roads by service vehicles not servicing the association is not permitted and should be reported to property manager.

**o. Sidewalks.** The Association is responsible for sidewalk repair and replacement. Sidewalks may crack and/or shift from time to time due to root growth or seasonal temperature variations. The Association will repair sidewalks when cracks of more than one inch, or vertical shift of more than three inches occur.



- p. Entry Waterfalls.** Entry waterfalls, including repair, maintenance and replacement are the responsibility of the Association. The Board has established a contract to insure that the waterfalls are cleaned annually. Waterfalls are turned off during periods when ice would otherwise damage the pumps.
- q. Water & Sewer.** The Association is responsible for sanitary sewers outside the foundation walls of each building and within the Regime, considered private drainage. The Association is also responsible for water lines outside the foundation walls of each building and connected to Louisville Water Company's main shut-off valve and meter at the entrance of the community.
- r. Electric & Gas.** LG&E is responsible for service up to the meters at side of each building. Electric service is the responsibility of LG&E to the transformers/meters outside of each building. Homeowners are responsible as per the mater deed from this point. Easement is provided where such service repair requires access in another unit.

Gas odor should be reported immediately to LG&E, Property Manager, Board and all neighbors as resident safety is the most important concern of our regime.

Electric outage should be reported directly to LG&E.

- s. Telephone & Cable Service.** Insight cable service is provided to the interface box at the side of each building. AT&T service is provided to the network interface box at the side of each building. Unit owner is responsible for service from that location. Please contact service provider directly in the event of issues. Easement is provided where such service repair requires access in attic of another unit.
- t. Structure Insurance.** The Association is responsible for insurance of building structure, including all external elements. The board establishes contracts for structure insurance.

The board has contracted for an insurance rider to cover any additional structural elements added to our structures by homeowners (with board approval) after initial purchase of unit. This policy was established to cover roofs over decks added after initial purchase, however will cover any other structures added by the association with board approval.

The board insurance policy does not cover mold, mildew or other fungus damage. The insurance agent indicated that this is a common situation and it is up to the property owners to insure that this does not occur. It is a responsibility of the unit owner to repair such damage should this damage occur within a unit.

Nothing shall be done or maintained in any condominium unit or any common elements which increases the rate of insurance on any unit or on the common elements, or result in cancellation thereof, without written approval of the board.

Nothing shall be done or maintained in any condominium unit or on the common elements which is in violation of the law.

- u. **Roof & Gutters, Stonework, Siding & Brick.** The Association is responsible for all Roofing elements, bricks, stone entry way, vinyl siding, gutters, downspouts and drainage.

The Board will contract for gutter cleaning efforts once each year to insure the smooth discharge of storm water through the system.

Roof and siding will be inspected annually. Replacement of these elements after effective life is contemplated in Reserve funding.

Incoming water through these elements is considered an emergency repair and service to affect such repair is considered a priority. Interior water damage due to water including drywall damage, painting, finished flooring, carpets and any property of the homeowner is the responsibility of the homeowner unless such damage can be covered under the Association insurance policy.

Several unit owners has elected to acid-wash their brick during construction at unit owner expense in order to remove cement from the brick surfaces. Cleaning of brick or vinyl surfaces is generally a homeowner responsibility unless approved by the board.

- v. **Drainage Elements.** The Association is responsible for specific drainage elements which include catch basin/yard drain, street storm drains, drainage ditch system.
- w. **Other Repairs & Maintenance.** The Association is responsible for repair and maintenance of all other parts of the property located within the Regime external to a unit and not otherwise specifically identified as a maintenance, repair and replacement responsibility of a Unit Owner.
- x. **Disclosures.** The Association is responsible to provide appropriate disclosures as required for unit owners to effect sale of property. Property manager will provide such disclosures. (Bylaws, Section 7.8)
- y. **Contracts.** In conjunction with property manager, contracts for additional services may be negotiated by the Board from time to time based on Association need.

In addition, Board may establish favorable contract networks, from time to time, that provide Unit Owner or Resident services that the Unit Owner or Resident may choose to participate in. Unit Owners may request Council to establish contract templates for services where such template would bring value beyond an individual Unit Owner contract. Residents could use such templates to establish individual contracts with service providers.

## 5. Homeowner Responsibilities.

a. **Landscape Alterations & Improvements.** Any alteration or improvement to the landscaping for any Unit Owner must be in conformity with the standards established by the Board.

Unit owners shall not make any landscaping changes or additions to common areas adjacent to the condominium units without Board Approval. Requests for such changes or additions must use the **Board Approval process** as defined in this document. Details must include a drawing of the proposed modification, comments if the irrigation system will be modified, the duration of the work and the anticipated completion date.

Examples of landscape alterations by homeowner or designated landscaping contractor may include but not limited to the following:

- Trees, shrubs and planting beds added behind any units can not interfere with area required by the landscaping company to mow the grass with the power mowers..
- Trees, shrubs, oriental grass or other plantings added to any common area in the front, back or side of any unit.
- Retaining walls
- Rocks or stones around planting beds, art or other permanent structures.
- Drainage of water (not to alter drainage onto neighboring properties).

b. **Landscape Maintenance & Replacement.** In order to effectively manage the services of our landscaping company, homeowners or their designated contractors will be accountable for all approved landscape alterations and improvements as defined in the section above. All such maintenance or replacements will be designated as “homeowner managed”.

The choice to maintain trees, shrubs and other plantings in the front of a unit is permissible if the board is notified in writing so as to simplify instructions to the landscape company. There will be no reduction in Association fees where homeowners or their designated landscaping contractor elects to maintain such elements. As noted in section 4e, replacement of trees, shrubs and other plantings in the front of a unit is the responsibility of the Unit Owner and not the Association.

In the spring of each year, there will be an inventory of all landscape alterations and improvements by Unit Owner. As previously stated, these areas will be the responsibility of homeowners and either the Association’s landscaping company or any other landscaping company may be requested to perform these services. Any additional cost will be billed directly to the homeowner as these additional services are required by the Association. If any added services cannot be managed by our landscape provider, the homeowner will have to make other arrangements as required.

As stated in section 4j, a specified type of mulch and color has been designated for planting beds throughout the Regime (except of those areas behind a unit where pine needles are

preferred). Homeowners may obtain additional mulch at their cost from the Association's landscaping company.

- c. **Utilities.** Units obtain services from a variety of companies, including but not limited to natural gas, electricity, cable service and telephone service. Billing for these services is direct to the Unit Owner and not managed by Property Manager, as such billing or service issues in these areas should be raised directly with the service provider. Water from the Louisville Water Company is the only exception and monthly usage is included in the homeowner's maintenance fee.
- d. **Wi-Fi Networks.** Many homeowners have set up Wi-Fi networks. Please remember that these networks are available to nearby Unit Owners, and should be protected appropriately. The Association does not have a Common Area Wi-Fi network, and is not liable for losses due to hacking into personal Wi-Fi networks. Residents must take industry standard steps to insure that computers having access to secured neighbor networks do not attempt to, or actually infest such networks with viruses through adherence to industry standard, and up to date firewall and anti-virus security software. Residents may not specifically attempt to connect (hack) into other unit owner networks without the expressed permission of the network owner.
- e. **No Solicitation.** The association has included a no solicitation sign at the front entrance. Solicitation is not permitted in our community, and should be reported to property manager.
- f. **Winter Preparation.** If the winter temperature drops significantly below 32 degrees, it is important that each homeowner insure that the external water faucets pipes will not burst through proper preventative action. This can be done by:
  - a. Remove and drain any hose attached to an exterior faucet
  - b. Turn off the interior shut off for the faucet
  - c. Open the exterior faucet
  - d. Open the bleeder cap (a small cap which should be on the interior shut off). If the interior shut off is above the faucet, it will draw air and the water will drain outside. If the interior shut off is below the faucet, the water in the pipe will drain out that hole, so be sure to have a bucket that can hold approximately one quart of water.
  - e. Our units typically have the shut off to the rear faucet placed under the kitchen sink, and the shut off for the front faucet in the basement below the faucet.

As with all interior plumbing, damage caused by frozen pipes is the responsibility of the homeowner.

**6. Homeowner Alterations & Improvements.** Unit owners may construct or alter permanent structures in, on or around their units within the guidelines established here.

Any damage (any cause) that occurs during or after alternation or improvement is the responsibility of the owner and any subsequent owners. All maintenance of the construction, except such maintenance as the Regime considers a Common Area is the responsibility of the owner and any subsequent owner.

- a. External Design Guidelines.** The Board may elect to adopt from time to time design guidelines for the benefit of the Unit Owners and the guidelines, as may be amended or supplemented from time to time, shall be provided in writing to all Unit Owners.

Supplemental policy guidelines may be developed from time to time and will be included in this document in the appendix.

Examples of specific design schemes include, but are not limited to the following:

- Building materials and exterior color
- Windows and siding
- Garage Doors & entry way
- Entry doors
- Footprint of patio or deck
- Open, covered or enclosed decks including stairway, landing, and privacy fence
- Exterior eve lighting in the front of units
- Mailboxes

- b. Construction Guidelines.** The board requires that all standard construction practices to insure quality and minimize risk.

1. Building permits are required for any construction as required by prevailing code
2. All building code and fire code requirements must be followed.
3. If contractors are used, such contractors must have workers compensation insurance and general liability insurance.
4. Any damage to existing Regime as a result of such construction activities are the responsibility of the Unit Owner to correct, including but not limited to structure damage and landscape damage

- c. Construction Violations.** Construction where a building permit is required, but not obtained must cease and desist until such building permit is obtained, and incurs a \$100 fine. Construction in violation of building code incurs a \$100 fine if not corrected within 30 days of such violation being identified, and an additional \$100 per month will be imposed on the first of each subsequent month until building code is brought back into alignment. Failure to correct damage that occurs during or after the alteration to Regimes within 30 days of such violation being identified incurs a \$100 fine, and an additional \$100 per month will be imposed on the first of each subsequent month until such damage has been corrected.

- d. Exterior Alteration.** No alterations, repairs, replacements or improvements to the Common Elements or the exterior appearance of any unit or building shall be made without Board Approval.

The proposed modifications must be compatible with the architectural characteristics of the applicant's unit, adjoining units, and The Falls setting.

Compatibility is defined as similarity in architectural style quality of workmanship, use of similar materials, scale of modification as related to adjacent structures, and the use of same colors and construction details.

The Board will solicit the opinions of immediate neighbors, and overall, will act in a fair, impartial and consistent manner.

Example of Common Elements or the exterior appearance of any unit includes, but is not limited to exterior colors, windows, doors, roofs, exterior fixtures, window tinting,, awnings, skylights, storm windows, storm doors,, canopies, shutters, screen porches, glass enclosures, screen doors, exterior lighting fixtures, or any other structural or placement of any kind or nature which may be affixed to or placed upon the exterior of unit or on the surrounding landscape.

- e. Exterior Restrictions.** Certain constructions are not permitted within the association, including elements incorporated in the master deed and such additional elements as described here.
- Fences around Common Areas of the property, excepting invisible fencing
  - Window air conditioners
  - External Sheds
  - Hot Tubs or Above or Below ground pools
  - Basketball goals in driveway or yard
  - Swing sets
  - Fish ponds
  - Any other type of permanent sport equipment e.g. Volleyball, horse shoes, tents, etc., except for temporary set up not to exceed two days in duration in a given year.
- f. Interior Alteration.** Board Approval is required for all interior construction that may affect the structural integrity or lessen the support of any portion of the condominium.

Board Approval is also required for all interior construction to any parts of the building not inside the owner's unit, where the "Unit" can be defined as the physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described as all finishes from and inside the interior face of the drywall, ceilings and floors within the boundaries of a unit and part of the unit (spaces, internal partitions, and other fixtures and improvements, all wallboard, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constitute any part of the finished surface thereof)

Nothing shall be done or kept in any unit or Limited Common Elements serving just that unit 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.

All other interior alterations do not require Board Approval.

All Interior alternations, requiring board approval or not, must be compliant with Construction Guidelines earlier in this section.

- g. Waterbeds.** Board Approval of waterbeds is required and requires verification that placement of waterbed would not overload or impair floors, unless construction to strengthen such floors has been completed.
- h. Windows.** Complete window replacement requires Board Approval. However, if only a window sash needs replacing due to broken or cracked glass, K&I Lumber & Building Materials can order and install a beige Silver Line window sash without Board approval.
- i. Window Tinting.** Board Approval is required for window tinting. Window tinting will be approved when such tinting does not exceed 40% visible light reflectance, in flat appearance (not mirrored), and can be gray, beige or gold. Window tinting voids the lifetime warranty against manufacturing defects for original occupants of the units offered by Silver Line windows and doors from K-I Lumber & Building Materials.
- j. Decks, Enclosures & Patios.** Board Approval is required for changes to decks, enclosures, patios or roofing elements above them. There are many variations of decks and patios in The Falls consistent to an association theme providing consistent to curb appeal.

Unit owners may improve or maintain decks without the need to seek board permission. Improvements are limited to those that do not change the basic footprint of the deck.

Examples of improvements include vinyl or aluminum coverings, waterproofing, insulation, screening, glass enclosures or the addition of a roof.

Homeowners with enclosed patios may add an appropriate patio air conditioner/heater with the following restrictions:

- HVAC units should not be visible from the street
- Wiring should be installed internally to building to not add additional landscape hazard
- Extension of air conditioner outside of the unit should not exceed 12 inches

A separate deck, coverings, enclosures and patios policy is included in the Appendix of this document for those units that wish to add a roof and/or enclosure to their deck.

- k. Satellite Dishes, Receivers & Transmitters.** No radio or television antenna, or transmitting or receiving device may be erected or maintained on the exterior of a unit without prior Board Approval. In no event may same be placed on a roof or in front of a unit. Request for approval must include proposed placement of Receiver/Transmitter.

The board has approved the use of Satellite dishes with the following restrictions:

- The satellite dish must attach to the brick, or on a post in the ground, behind the unit and not visible to the street. The dish cannot be above 6 feet from the ground to the top of the dish.
- The wire run for the satellite dish must be enclosed in PVC/conduit with minimal visibility.
- Landscaping should be placed between the dish and the nearest neighbors. Arborvitae shrubs make a good screen. No fences.
- Dish cannot exceed 24 inches in diameter
- The board noted that some units may not be able to utilize a satellite dish because of home location or exposure.
- All dish installations, like any other exterior construction, require board approval for the specific installation location as well as for the positioning of the wire run in order to insure that neighbors and overall association property is maintained to a high quality.

- l. Radon.** Radon protection is not contemplated as an Association responsibility, though homeowner may choose to install Radon protection if desired.

- m. Door Screens.** - Door screens are allowed on the front and back entrances of the building, including but not limited to the unit front door, the rear door of the unit to the deck, and the rear door of the unit below the deck in a walk out unit.

The front entrance can only have a “phantom Screen” retractable screen system. Such a system can be closed (screened) when the door is left open for air, and is “opened” when not in use so as to not impair view of the front door. Screen frame colors must match existing door trim colors.

- n. Home Security system** – Homeowners are encouraged to have a wireless monitored security system. This system should monitor all doors and windows based on homeowner comfort levels. Security systems can include of internal or external siren, and internal or external flashing strobe light warning capabilities. Security cameras may be installed externally at entrances. It is recommended that timed interior lighting is used if the homeowner is going to be away from the unit for an extended time.

- o. Security Lighting/Security Cameras** - Security lighting or security cameras must be installed in the soffit, not in or on the masonry surface. The color of the fixture must be beige (to match siding), white (to match soffit) or black. For security lighting, one or two standard exterior spotlights per fixture which must be directed so as to not shine on neighboring properties. Security cameras should be focused on unit or common areas and not violate neighbor privacy.



Motion-activated exterior lighting is allowed on the front and back entrances of the building. Decorative lighting on the outside of the buildings may be used at any time, and may be put on timers.

Any damage (any cause) that occurs during or after installation is the responsibility of the owner and any subsequent owners. All maintenance of the construction is the responsibility of the owner and any subsequent owner.

- p. Violations Policy.** Unless otherwise specified, assessment of a violation fee of \$25 per violation for unapproved homeowner alterations will be imposed on the first day of the subsequent month following the violation date. If such corrective action is not in place by the end of that month, an additional \$25 per violation will be imposed on the first of each subsequent month.

7. **Parking.** Since all roads in The Falls are private, the main purpose of this rule is to prevent the obstruction of the flow of traffic for the benefit of all Unit Owners and especially emergency vehicle access. Specific limitations shall be subject to the following:

- a. **General Restriction.** All vehicles owned by the Residents shall be restricted to being parked in the garage of said Unit Owner and/or in the private driveway servicing the subject unit. As a courtesy to your neighbors, please make every effort to park pickup trucks in the garage. In no event may Resident routinely park along the streets of The Regime.
- b. **Guests of Owners.** Parking vehicles curbside, by guests, is permitted on special occasions. Curbside parking must not block fire hydrants, sidewalks, walkways, driveways or through traffic. Curbside parking is temporary and cannot be used for long term parking. Unit Owners should advise their neighbors when curbside may be required.
- 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 moveable unit of any type (even if temporarily immobile) may be parked or kept within The Regime 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 upon notice from the Board. No vehicle which is inoperable shall be habitually or repeatedly parked or kept in a driveway, or any other areas except within the owner's garage.

In addition, a vehicle of any kind that is too large to fit within the closed garage of an owner may not be parked or kept within The Falls for more than 24 hours.

- 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. Vehicles may be towed at owner's expense without warning.
- e. **Violations.** Residents noting violation of Unit Owner responsibility must notify property manager. Property manager will notify Unit Owner and Board of complaint received. Violation of general restrictions or guest parking is \$5/vehicle/day after the third complaint received in a calendar year. Violation of "24 hour rule" is \$10/vehicle/day after the first 24 hours in a calendar month such violation occurred. Blocking of private driveway is \$25 per occurrence reported and the Regime can choose to have the vehicle towed at owner's expense.

## 8. Homeowner Use.

- a. **Personal Property.** Nothing, including without limitation, decorating material and landscaping material, shall be placed in the Common Areas without 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. 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, Council, and Association shall have no responsibility or liability for the loss, damage, destruction or theft of any such property.
- b. **Signs.** No signs for advertising or for any other purpose shall be displayed anywhere in the Common Areas, except one security sign which shall not be greater in area than 2 square feet, so long as located in the front planting area and so long as reasonably shielded by plantings, and also except for 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, the builders, contractors and lenders may place signs in the Common Areas during construction of units. Temporary one-day signs and other signs for renovation work are not allowed.
- c. **Decorations.** Exterior lights, displays and other decorations are disallowed except for Christmas/Holiday decorations starting after Thanksgiving through the following January 10. Reasonable door decorations shall be allowed for other traditional recognized holidays (no longer than one week prior thereto nor one week subsequent thereto). In no event shall exterior sound devices be utilized.

Resident may place appropriate decorative items (including artificial greenery) within the front entrance provided such decoration does not block access to unit. Tasteful front door wreathes are approved at all times.

The American flag may be displayed anytime.

- d. **Appearance.** Every Resident shall at all times keep its unit and Limited Common Elements 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 Regime, nor shake mops, brooms or other cleaning material out of the doors or windows, nor hang anything out of the windows or doors.
- e. **Garage/Yard Sales.** No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Regime without prior Board Approval. Homeowners

may organize an association yard/garage sale once each year. Individual yard/garage sale may be conducted only upon sale of unit.

- f. Fire Code.** Residents must comply with local fire code at all times.
- Interior smoke detectors must be kept in good repair and working order
  - Interior use of open flame heating elements, excepting fireplace, is prohibited
  - Gas Grills must be used in accordance with fire code. Charcoal grills/burners are not allowed on decks and must not be within 10 feet of any combustible structure.
  - Fire pits and outdoor deck heaters must conform to local fire code

- g. Trash.** No portion of the Regime 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 42 U.S.C. §9601, et seq.) Rubbish, trash, garbage or other waste shall not be kept on any portion of the Regime.

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 within the Regime during the ownership of the unit by such Unit Owner.

- h. Weapons.** No resident shall use or permit the use by an occupant, guest, or family member any firearm, air rifle, pellet gun, B-B gun, bow and arrow, throwing knife or other similar dangerous weapon anywhere on or about the property. Residents may keep legal firearms or other weapons within their unit provided it is within a locked safe when not in the immediate control of the owner. Firearms may be transported in and out of the association without restriction. Firearms may not be kept in vehicles when while the vehicle is parked.
- i. Entry for Emergencies** (Fire, Flood, etc..) In the case of an emergency originating in, or threatening any unit, regardless of whether or not the unit owner is present at the time of such emergency, emergency personnel, the management company, the board, or any other authorized personnel shall have the right to enter such unit for the sole purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.
- j. Violations Policy.** Unless otherwise specified, assessment of a violation fee of \$25 per violation will be imposed on the first day of the subsequent month following the violation date. If such corrective action is not in place by the end of that month, an additional \$25 per violation will be imposed on the first of each subsequent month.

## 9. Living in a Condo Association.

- a. **Water Conservation.** Homeowner water is provided by the Association and affects Regime's total expenses as it is paid for by all Unit Owners. Each Resident is encouraged to exercise good water conservation practices. Residents 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 Areas of the regime and additional sprinkling and exterior watering of the lawn areas should be minimized.
- b. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the Common Elements of the condominium regime, except that up to 2 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 pet must be on a leash and at all times under the control of a resident. Owner or handler of such pet is responsible to remove any animal wastes from any area in which it is deposited.

Pets must be vaccinated and kept in accordance with the county health department laws and regulations.

Unit owners are responsible for all damage caused by their pets, unit resident pets, or the pets of guests or family to the common areas and to the property of others.

- c. **Noise.** Residents 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 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. to 7:00 p.m., and specifically not on Saturdays or Sundays, or legal federal holidays without permission. Certain contractors such as lawn and trash companies may be required to provide services outside these hours.
- d. **Attire.** All persons shall be properly attired when in the Common Areas.
- e. **Nuisances.** No noxious or offensive or illegal trade of activity shall be conducted in any unit or in the Common Elements of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- f. **Violations.** Residents noting violation of policies in this section must notify Property Manager. Property Manager will notify Unit Owner and board of complaint received. Unless otherwise specified, assessment of a violation fee of up to \$25 per violation will be imposed on the third occurrence within the calendar year of such violation reported.

## **10. Board Approval Process.**

- a. **Board Responsibilities.** The Board is responsible to establish written policy where such policy does not previously exist before approving or denying homeowner's requests.

The board may solicit the opinions of your immediate neighbors.

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.

Overall, the board will act in a fair, impartial and consistent manner.

The board reserves the right of 30 days to execute approval process, though it will consider expediting a request when possible.

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 owner and any subsequent owners, not the Association.

The board reserves the right to communicate with local building department, Planning and Zoning, or other related government agency on behalf of the Association information about each or any unit at the Regime in order to insure that all rules and regulations of such agencies are in compliance.

### **b. Unit Owner Responsibilities**

1. Unit Owners shall use the attached application form, identified as Exhibit "A" for the purpose of submission to the Board for any actions requiring approval prior to the start of such action.
2. Where submission is related to building or contractor elements, additional material should be submitted with board request including:
  - Drawing of the proposed changes
  - Copy of the Building Permit (if required by building code)
  - Proof of workers compensation insurance by contractor
3. Submission for approval should be made through Property Manager and may be mailed or faxed to their attention. Property Manager will notify Board of request and coordinate response.
4. Unit owner will receive a written response within 30 days of initial request.
  - 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, and such request may be modified and subsequently re-submitted for approval.

5. Unit owner reserves the right to request a review with the board to discuss a request.
6. All costs for such elements as approved is the sole responsibility of the unit owner, 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 in writing to fund such elements as deemed Common Areas to the association.

**11. Violation Enforcement Process.** Unless otherwise specified, the Board determines that a Unit Owner or Resident is in violation of these Rules and Regulations, the Master Deed (Section 7.6), the Bylaws or the Articles of Incorporation, written notice shall be provided to Unit Owner providing 30 days to correct.

Unless otherwise specified, assessment of a violation fee of \$25 per violation will be imposed on the first day of the subsequent month following the violation date. If such corrective action is not in place by the end of the month, an additional \$25 per violation will be imposed on the first of each subsequent month.

Any assessments levied pursuant to these Rules and Regulations which are not paid on the date when due, which shall be 15 days after assessment of the fee, it shall be delinquent and shall together with such interest and other costs as set out below, thereupon become a continuing lien upon the unit which shall bind the unit of the then owner and the owners successors and assigns.

If the assessment is not paid within thirty days after the due date, the penalty shall bear interest at 10 percent per annum and 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 of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment.



**A-1**  
**POLICY, SPECIFICATIONS AND PROCEDURE FOR APPROVAL OF PERMANENT DECKS,  
COVERINGS, ENCLOSURES & PATIOS**

Deck enclosures, roofs with or without screening or glassed in sides, are allowed on the decks located at the rear of the buildings. A Building Permit is required, and all building and fire codes must be followed. Contractors must have workers compensation insurance at \$100,000 minimum.

**The Board approval Process must be used for the purpose of submission to the Board for notification or approval, including a drawing or description of the proposed structure. Homeowner is required to obtain building permit, and contractors in use must have workers compensation insurance and liability insurance.**

Overall external appearance must be consistent with existing architecture.

- Design similar to other deck roofs within the line of sight from the new installation
- Shingles must match the existing shingles on the main body of the building
- Vents must match the existing roof vents in appearance
- Gutters, door frames, doors and trim must match the color of the existing elements
- Supports can be wrapped in trim colors or must match colors already in use by regime
- Patios should have an aggregate look similar to other construction at The Falls

Proper drainage should be considered in roof addition - At least one downspout must be added as part of the new guttering. Two are preferred.

Any damage (any cause) that occurs during or within one year after installation to any part of the building is the responsibility of the owner and any subsequent owners. All maintenance of the construction, except such maintenance as the Regime considers a Common Area is the responsibility of the owner and any subsequent owner.

Shingles added to a new roof must be installed by an approved contractor by the association and shingles must be installed in a proper manner so as to establish a useful life that meets or exceeds the remaining shingle life on the main structure.

Patios, decks, deck enclosures, railings, stairway, landings, enclosures, and all other added elements are considered to be Limited Common Elements upon construction. Wiring, fixtures, plumbing, and elements internal to an enclosure are considered part of the unit. Glass roofing, skylights or other piercings or attachments to the roof are considered part of the unit.

The board has approved that new patio deck roofs consistent with main structure will be covered by the association insurance policy. One year after construction, the association will include such roof, gutters and drainage in normal maintenance and roof replacement. Enclosures, decks, and patios as limited common elements, are the responsibility of the homeowner.

**A-2**  
**LEASE AGREEMENTS**

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 the commencement, by sending it to Property Manager.

Board approval requirements specifically include:

1. Lease must be in writing and must be expressly made subject to the Master Deed (Section 5.3), the Articles, the Bylaws and these Rules and Regulations, as may be amended from time to time.
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 one year are allowed.

There will be a penalty of \$250 per month fee if Board Approval is not obtained for each full month until such approval is obtained.

Unit owner responsibilities include:

1. Unit owner is responsible to provide to tenant lease with a copy of the Master Deed and the Rule and Regulations of the association.
2. Leasing a unit does not only limit the responsibility of the Unit Owner to comply with The Falls Master Deed and the Rules and Regulations of the association.
3. Unit Owner shall remain liable for any and all unpaid fees, charges and expenses, owed to the Association 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 association.

3. The lease must allow the Board to seek eviction in the event the tenant violates any provision of the Master Deed or the Rules and Regulations, and the Association shall be deemed a third party beneficiary of said lease for this purpose and for all legal purposes. Provided, the association shall have no obligations of the Unit Owner to Tenant under said lease. In the event the association 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 Association immediately in the case of malfunction of the smoke alarms, equipment, and damage by fire, water, or act of God.

# REQUEST FOR BOARD APPROVAL

**TO: The Falls Board**  
**C/O Mulloy Properties Inc., Beth Holt**  
**8303 Shelbyville Road**  
**Louisville, KY 40222**  
**Fax: 502.498.2413**  
**E-mail: [bholt@mulloyproperties.com](mailto:bholt@mulloyproperties.com)**

**Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Unit Number:** \_\_\_\_\_ **Street 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.**

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- ✓ Please include any documentation relevant to the request.
- ✓ Please consider that the board may need up to 30 days to reply to any request.
- ✓ 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 re-submitted for approval. Unit owner may request review with the Board.
- ✓ 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.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Approved** \_\_\_\_ **Disapproved** \_\_\_\_ **Board:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Conditions of approval / Cause for disapproval:**

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