

SANCTUARY CONDOMINIUMS

Rules and Regulations

Revised November 2018

A. General

1. Sanctuary Condominiums Council of Co-Owners, Inc. (the "council"), acting through its board of directors on behalf of all of the unit owners of Sanctuary Condominiums, has adopted the following rules and regulations (the "regulations") to govern, in part, the operation of Sanctuary Condominiums, the master deed for which is of record in master Deed Book 7459, Page 144 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). These regulations may be amended from time to time or repealed by resolution of the board of directors enacted in accordance with the bylaws of the council.
2. Wherever in these regulations reference is made to "unit owners," such term shall apply to the owner of any unit within Sanctuary Condominiums, to such unit owner's family, servants, employees, agents, visitors and any guests, invitees, or licensees of such unit owner.
3. Wherever in these regulations reference is made to the council, such reference shall include the board of directors and any managing agent for Sanctuary Condominiums when the managing agent is acting on behalf of the board of directors.
4. The unit owners shall comply with all the regulations hereinafter set forth governing the units, buildings, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project.

B. Restrictions on use

1. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior written consent of the board of directors, except as expressly permitted under the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any unit owner, in any manner, except as directed or approved in writing by the board of directors. 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.
2. No unit owner or their agents or contractors shall enter upon the roofs of any of the buildings without the prior written consent of the board of directors or managing agent, and no antennas, satellite dishes, or other similar devices, may be placed on any roof or in any portion of the common elements, without prior written consent of the board

of directors.

3. 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 explosive material may be kept in any unit or storage area. Fuel storage, such as gasoline and propane, are acceptable so long as it is done in a safe manner and with the following limitations: Gasoline not to exceed 5 gallons and propane not exceed two 20lb tanks. No waste (damage) shall be committed on the condominium project. All radio, television, satellite or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the board of fire underwriters and the public authorities having jurisdiction over the same, and the unit owner shall be responsible for any damage or injury caused by any radio, television, or other electrical equipment in such unit.
4. All trash and recyclables must be placed in the proper receptacles designated for collection. No trash and recyclables shall be placed elsewhere and shall not be set out for pick up prior to 5:00 p.m. on the day before collection.
5. Exterior Restrictions

In addition to the items listed in the Master Deed, the following items are not permitted within the association property:

- * Fences around yards
- * Window air conditioners
- * External Sheds
- * 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, horseshoes, tents, etc.

6. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.
7. Nothing shall be done to, in any unit, or in the common elements (whether general or limited) which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements, except upon the prior written consent of the board of directors.

8. No improper, unlawful, or noxious activity shall be conducted in any unit or on the common elements, nor shall anything be done therein which may be or become unreasonable annoying or a nuisance to the other unit owners or occupants of the units. No unit owner shall make or permit any unreasonably loud or disturbing noises in any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.

9. Homeowner Alterations

An owner wishing to make any change to the structure, exterior appearance, or use/function of a unit must first obtain written approval from the board of directors by submitting an exterior modification request form. Each wall, built as a part of the original construction of any building and placed on the dividing line between the units, shall constitute a party wall. Unit owners who make use of the party wall shall not be entitled to change or alter in any way said party wall (including, but not limited to, the installation of any device, which produces noise of any kind).

10. No signs may be placed on the common element grounds by owners or displayed in unit windows, with the exception of two "For Sale" signs (not to exceed 2' x 3'). One may be placed in the front yard at the unit and the other at the neighborhood entrance. Two security company window decals per unit are also allowed. In addition, one Open House sign per unit may be posted the day of the Open House event and must be removed immediately after the hours of the Open House.

11. The planting of plants, trees, shrubbery, and crops of any type is prohibited anywhere on the common elements without the prior written consent of the board of directors. No fences may be erected around or on the common elements, except by the declarant or board of directors to the extent not inconsistent with the binding elements imposed as part of the original rezoning in Docket #9-55-00.

12. Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.

13. 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.

14. All window treatments shall have a white backing or be such that the view from outside of the unit is white.

15. Reasonable holiday decorations are permitted, and shall be removed from the exterior of any unit no later than two weeks after the holiday.

16. Except for the "For Sale" signs permitted by these regulations and appropriate seasonal, holiday, sport themed, patriotic or garden decorations and accessories, no unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or the common elements, whether through or upon the windows, doors, or masonry of such unit, without prior approval from the board of directors. The prohibition herein includes, without

limitation, "for lease" signs, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas or similar items.

17. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas, or other items be installed by unit owner beyond the boundaries of the unit. No clothesline, clothes rack, or any other similar device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the board of directors.

C. Pet rules

1. All pets must be registered and inoculated as required by law.
2. All pets must be leashed or carried; leashes must be the appropriate length for the close control of the pet.
3. No animals or exotic pets may be raised, kept in any unit or on the common areas, exception being dogs, cats, or caged birds are permitted in a unit, provided they are not kept for commercial breeding purposes.
4. Owners of pets walked upon the common areas must promptly clean up after their pets in a sanitary manner in all areas. The Board of Directors may establish a process for warnings and fines for violations of this regulation.
5. No electric fences will be permitted in or on yards or common areas.
6. 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.

D. Parking and storage

1. All vehicles owned or operated by owners or residents shall be routinely parked in the garage of the unit owner. Owners may submit to the managing agent a written request for a waiver of parking rules with supporting reasons (using a form provided by the agent, if any) for consideration by the Board. All such waiver requests shall be decided by the Board, which in its sole discretion may deny same, approve same, approve in part, and/or add such terms, conditions, or time limits as it deems appropriate. The Board's decision shall be final. In no event may a resident, resident's family members, or guests park overnight along the streets of the subdivision. The Board of Directors may establish a process for warnings and fines for violations of this regulation.
2. No trailer exceeding 12' in total length, camper, recreational vehicle, boat, or commercial van or truck may be parked overnight on the condominium property. Trailers 12' or less in total length shall be parked wholly within unit owner's driveway or in designated guest-parking areas and shall not exceed a 48-hour period. No junk or derelict vehicle or other vehicles, on which current

registration plates are not displayed, shall be kept upon any of the common elements. Except in areas designated by the board of directors, vehicle repairs for other than emergency maintenance or ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), are not permitted on the common elements.

3. All unit owners shall observe and abide by all parking and traffic regulations posted by the board of directors or by governmental authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense. Vehicles should be operated in a safe and respectful manner.
4. When it is necessary to park a car(s) on the street during the day, they should be parked along the outside of the circle to allow emergency equipment and other vehicles to pass safely. Parking in a manner which blocks driveways, mailboxes, or trash collection is not permitted.
5. All garage doors shall generally remain closed.

E. Common Facilities

1. All persons using any of the common facilities which are part of the common elements do so at their own risk and sole responsibility. The council does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each unit owner waives any right to make any claim against the council or its employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the common facilities. Each unit owner shall hold the council harmless from any and all liabilities and any action of whatsoever nature by any guests or invitees of such unit owner arising out of the use of the common facilities, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the council.
2. Any damage to the buildings or other common elements or equipment caused by a unit owner or such unit owner's pet(s) shall be repaired at the expense of the unit owner promptly upon request from the board of directors or any managing agent.

F. Moving

Move-ins and move-outs are restricted to the hours between 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. Any temporary portable moving storage unit shall be kept wholly in unit owner's driveway, not to exceed a 48-hour period.

G. Council

1. Charges and assessments imposed by the council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by

check or money order, payable to the order of the council or otherwise as the board of directors may direct. Cash will not be accepted.

2. Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the managing agent. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent or the council.
3. A unit owner may apply to the council board of directors or managing agent for a temporary waiver, of one or more of the foregoing rules. 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 or present a material adverse rise to the council, the condominium project, or the other unit owners.

H. Mulch

A specified type of mulch and color has been designated for all planting beds. Homeowners may obtain additional mulch at their own cost however; it must be the same type and color of mulch as provided by the association.

I. Winter Preparation

In the winter temperature drops significantly below 32 degrees, it is important that each homeowner take measures to help insure that external water faucets pipes will not burst.

Damage caused by the frozen pipes is the responsibility of the homeowner.

J. Weapons

No resident shall use or permit the recreational use of any firearm, air rifle, pellet gun, bb gun, bow and arrow, throwing of a knife or other similar dangerous weapons anywhere on the common elements of the property, by an occupant, guest, or family member.

K. Radon Mitigation Systems

Radon mitigation systems must be pre-approved in writing by the board of directors prior to being installed