REVISED

PROJECT RULES

SYCAMORE II CONDOMINIUMS

The Board of Administration of the Sycamore II Co-Owners' Council (hereinafter referred to as the "Board"), under authority conferred by its Master Deed, Bylaws, and Articles of Incorporation, hereby adopts the following Revised Project Rules (hereinafter referred to as the "Rules") for the Sycamore II Condominiums (hereinafter referred to as the "Project"), These Revised Project Rules are to supercede and replace any Project Rules or Rules previously adopted:

- 1. Reference in these Rules to "unit owners" applies to the unit owner of a condominium unit, his tenants in residence and the guests of any owner or renter. Reference to the Board includes the Board Members, the management agent, and any other duly created committee to which authority has been delegated by the Board.
- Activities and possessions which are or may become offensive, harmful, hazardous, a nuisance or an annoyance to other unit owners are strictly forbidden within and outside of condominium units.
- 3. All persons within the Project shall refrain from the making of excessive noise that may disturb others. Radios, amplifiers, television, and musical instruments shall be kept at a volume sufficiently low to avoid disturbing others at all times.
- 4. Activities and possessions that are extra-hazardous or that may increase the insurance rate on these properties are strictly and expressly forbidden.
- 5. The burning of trash or other substances is strictly forbidden. The storage of unsightly or offensive-smelling materials and new or used building materials is forbidden on common property without permission of the Board.
- 6. Garbage and refuse containers must be kept from public view except when placed on the common grounds the day of pickup. Tied, water-tight, disposable plastic bags or covered, non-disposable containers shall be placed for pickup only on scheduled pickup days.
- 7. Mops, brooms or other cleaning material may not be dusted or shaken out of windows or doors. Nothing may be placed on outside window sills or hung outside of windows or on the fences.

RULES (cont'd)

- 8. Personal property including, but not limited to, baby carriages, bicycles, tricycles, skate boards, and toys may not be left unattended on the common property.
- 9. Nothing is to be stored on common property without prior permission of the Board.
- 10. No temporary structure, trailer, tent, shed, shack, barn or out-building is permitted on the common property.
- 11. All personal property placed or left unattended either inside or outside of a condominium unit will be at the sole and exclusive risk of the owner of that personal property. Under no circumstances will the Council be liable for the loss, destruction, theft or damage to such property.
- 12. Pets such as dogs, cats, and caged birds may be kept if they are not kept or maintained for commercial puposes or breeding. Animals are not permitted in any common area unless carried or on a leash. Pet owners shall indemnify the Council of Co-Owners and the Board and hold same harmless and further have no claim against same for any loss or liability of any nature or kind whatsoever arising from having or keeping any animal or pet in the Project. All pet owners shall clean-up after their pets if such pet eliminates waste upon the common areas. If any animal becomes obnoxious or a nuisance to other owners either by barking, eliminating waste in common areas, or by otherwise being bothersome, then the pet owner must immediately correct the problem.
- 13. Solicitors are not permitted in the Project without prior written consent of the Board.
- 14. Employees and agents of the Board and Management are not authorized to accept packages, keys, money (except for payment of assessments) or articles of any description from or for the benefit of any unit owner.
- 15. A unit owner is solely responsible for the expense of repairing any damage to any equipment, facilities or grounds of the common elements when such damage is caused by the unit owner, his family, tenant, occupant, guest or pet.
- 16. Each and every unit owner shall provide Management with a certificate of insurance issued by his or her insurer, showing that the required liability, fire and extended coverage and comprehensive personal property insurance is in effect.

RULES (cont'd)

16. The certificates must provide thirty (30) days written notice to Management prior to the cancellation of any such insurance. These requirements are stipulated in Section N of the Master Deed of Sycamore Condominiums.

The following provisions of a PARKING/VEHICLE CODE are part of the PROJECT RULES:

- 1. All residents and visitors must observe and abide by all parking, traffic, and vehicle regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rule or regulation will be towed away at the owner's sole risk and expense, with the cost of moving and towing being added as part of the responsible owner's maintenance fee for the period. No vehicle shall be released until all costs are paid in full.
- 2. Only two parking spaces are reserved for each unit. Spaces designated for guests are to be used only by guests of unit owners.
- 3. No buses, mobile homes, large vans, trailers, farm vehicles, or any trucks in excess of 3/4 ton (as defined by manufacturers' standards) may be parked on a regular basis in parking spaces assigned to unit owners or in guest spaces. Service vehicles may park for a period not to be in excess of 48 hours without written permission of the Board.
- 4. Boats, mo-peds, motor homes or RVs may not be stored or parked in reserved or guest spaces. Special circumstances should be discussed with Management rather than enter into a violation.
- 5. All vehicles must carry current license plates and be able to show proof of liability insurance as required by Kentucky law and be in operating condition.
- 6. No maintenance or repairing of vehicles is permitted in the parking areas. Expressly prohibited is the changing of automotive fluids (oil, radiator flushing, etc.).
- 7. A speed limit is posted at the entrance to the Project.
 Violators of this limit will be warned by a letter from the
 Management. Further violation shall be reported to the police.

ALL UNIT OWNERS, GUESTS, AND VISITORS MUST COMPLY WITH THE RULES CONTAINED IN THIS DOCUMENT AND WITH ANY AND ALL OTHER RULES THAT THE BOARD OF ADMINISTRATION MAY ADOPT FROM TIME TO TIME.

CERTIFICATE OF ADOPTION

The undersigned President of the Board of Administration, with approval of a majority of the Board Members hereby adopts the foregoing as the Project Rules of the Co-Owners' Council, Inc. of Sycamore II on this 25 day of 1993.

BOARD OF ADMINISTRATION

William B. Paine

President

ATTEST:

H. C. Fischer
Secretary

PROJECT RULES OF SYCAMORE II CONDOMINIUMS

The Board of Administration of the Council of Co-owners for Sycamore II Condominiums (hereinafter referred to as the "Board"), under authority conferred by both the Master Deed for Sycamore II Condominiums and the Bylaws of the Sycamore II Condominium Council of Co-owners, hereby adopts the following Project Rules (hereinafter referred to as the "Rules") for Sycamore II Condominiums (hereinafter referred to as the "Project"):

- 1. Wherever in these Rules there is reference to "unit owners", such term shall be intended to apply to the unit owners of any condominium unit, to his tenants in residence, and to any guests, invitees or licensees of such unit owner or tenant of such unit owner. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.
- 2. Nothing shall be done or maintained in any condominium unit or upon any common elements which would be in violation of any law.
- 3. No noxious or offensive activity shall be carried on within or outside any condominium unit, nor shall anything be done or be permitted to remain in any condominium unit or on

grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of said windows.

- 8. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board.
- 9. No baby carriages, velocipedes, motorcycles, bicycles or other articles of personal property shall be left unattended on the grounds of the common elements.
- 10. The entrances, doorways, steps and approaches thereto shall be used only for ingress and egress.
- 11. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time.
- 12. No clothing, laundry, rugs, wash or any other item shall be hung from or spread upon any window, patio area or exterior portion of a condominium unit, or in or upon a general common element.
- 13. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

- 17. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas.
- and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense, with the cost of moving or towing being added as a part of the responsible unit owner's maintenance charge.
- 19. No buses, trucks, trailers or commercial vehicles shall be parked in the parking areas or in driveways.
- 20. No boats, motorcycles or campers shall be parked or stored on parking areas. The Board may set aside a special area or areas for storage of boats, motorcycles or campers at its discretion.
- 21. Parking so as to block sidewalks or driveways shall not be permitted. Each unit owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Council of Co-owners of the Project harmless for any and all damages or losses that may ensue.
- 22. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing

- 27. Any damage to the equipment, facilities or grounds of the common elements caused by a unit owner, his family or pets shall be repaired at the expense of the unit owner.
- 28. In compliance with Section N of the Master Deed of Sycamore II Condominiums each unit owner shall provide the Board of Administration with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty days notice to the Board prior to cancellation of insurance.
- 29. The unit owner shall comply with all the Project Rules hereinabove set forth and with any other Project Rules which the Board, in its discretion, may hereafter adopt.

Certificate of Adoption

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BRIGHT AND LOGSDON DEVELOPERS, INC.

PLAINVIEW SUBDIVISION, SECTION 1
Plat and Subdivision Book 29, Pages 33 and 34
Jefferson County, Kentucky

The undersigned, being the owners of seventy-five percent (75%) or more of the lots in Plainview Subdivision, Section 1, (lots 1 through 121, inclusive, as shown on above mentioned plat), pursuant to Section 21 of the Declaration of Restrictions thereof, hereby amend the Declaration of Restrictions of Plainview Subdivision, Section 1, recorded in Deed Book 4542, Page 101, in the office of the Clerk of the County Court of Jefferson County, Kentucky, by deleting Section 25 thereof and substituting in lieu thereof as Section 25 the following:

25. Swim and Tennis Club; Assessments.

The original Articles of Incorporation of
The Plainview Club, Inc. ("Club"), which have
been amended and may be amended from time to time,
dated July 21, 1972, are recorded in Corporation
Book 200, Page 457, in the office of the Clerk
of the County Court of Jefferson County, Kentucky.
Every owner of a lot in this section of Plainview
Subdivision (and such other sections which Plainview Farms Development Corporation shall by deed
restrictions so provide) shall have the privilege
to become a member of the Club, upon applying for
membership, payment of the applicable assessments,
dues or fees charged by the Club from time to time,
and upon compliance with the Bylaws and rules of
the Club and decisions of its Board of Directors.

Ву	J. D. Nichols, President
STATE OF KENTUCKY) COUNTY OF JEFFERSON) SS	
this gray or U 197	ment was acknowledged before me 72, by J. D. Nichols, President of Eporation, a Kentucky corporation,
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5	Notary Public Sant at Sange Jefferson County, Kentucky
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Instrument prepared by Mark B. Davis, Jr.	1972 AUG
BROWN, TODD & HEYBURN 1600 Citizens Plaza Louisville, Kentucky 40202	King on Right
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- CLUB, INC. ("Club"), which may be amended from time to time, dated July 21, 1972, are recorded in Corporation Book 200, page 457, in the office of the Clerk of the County Court of Jefferson County, Kentucky. Every owner of a lot in this section of Plainview Subdivision (and such other sections which Plainview shall by future deed restriction so provide) shall be a member of the Club, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of, the Club. Such owner and member shall abide by its bylaws, rules and regulations and pay the assessments provided for, when due, and shall comply with decisions of the Club's Board of Directors. The objects and purposes of the Club shall be set forth in its Articles of Incorporation and shall be to operate a social club exclusively for pleasure, recreation and other similar nonprofitable purposes.
- (b) Any assessment levied by the Club (sometimes referred to as "Club Assessment" to distinguish this from "Association Assessment" under paragraph (25)) shall be used only for purposes generally benefiting the Club, and shall constitute a lien upon the lot and improvements against which each such assessment is made. lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. The Club may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not invalidate or extinguish the lien. Assessments may be levied against all single family residential lots in Plainview Subdivision, including this section, and all other sections now under, or in the future to be under, the control of (and benefiting from) the Club; may be levied only upon said lots containing completed dwellings; or may be levied only upon said lots containing completed dwellings which have been sold by the builder thereof; the choice of which rests in the sole discretion of the Club's Board of Directors.
- (c) The first Club Assessment hereunder shall be no higher than \$7.00 per month per lot, as determined in (b) above, beginning January 1, 1973. After January 1, 1974, the Board of Directors may from time to time increase or decrease the Club Assessment. The Board of Directors of the Club shall fix the due date for each Club Assessment.
- (26) Nothing in this Declaration of Restrictions shall limit the right of the Association or of the Club to amend from time to time their Articles of Incorporation and bylaws.

WITNESS the signature of Plainview Farms Development Corporation by and through its duly authorized officer this 26th day of July, 1972.

- (22) Enforcement of these restrictions, excepting paragraph 20, shall be by proceedings at law or in equity, brought by any owner of real property in Plainview Subdivision, by the Association formed under paragraph (24), by the Club formed under paragraph (25), or by Plainview itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.
- (23) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- (24) (a) The Articles of Incorporation of PLAINVIEW RESIDENTS' ASSOCIATION, INC. ("Association") which may be amended from time to time, dated July 21, 1972, are recorded in Corporation Book 200, page 454, in the office of the Clerk of the County Court of Jefferson County, Kentucky. Every owner of a lot in this section of Plainview Subdivision (and such other sections which Plainview shall by future deed restriction so provide) shall be a member of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of, the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors. The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promotes the social welfare and serve the common good and general welfare of its members, and may include maintenance and repair of the streets, common areas, crosswalks, storm drains; basins, lakes and entrances as shown on the aforesaid plats, and acceptance of common areas for purposes of operation, maintenance and repair.
- (b) Any assessment levied by the Association (sometimes referred to as "Association Assessment" to distinguish this from "Club Assessment" under paragraph (25)) shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not invalidate or extinguish the lien. Assessments may be levied against all single family residential lots in Plainview Subdivision, including this section, and all other sections now under, or in the future to be under, the control of the Association; may be levied only upon said lots containing completed dwellings; or may be levied only upon said lots containing completed dwellings which have been sold by the builder thereof; the choice of which rests in the sole discretion of the Association's Board of Directors.
- (c) The first Association Assessment hereunder shall be no higher than \$2.00 per month per lot as determined in (b) above, beginning January 1, 1973. After January 1, 1974, the Board of Directors may from time to time increase or decrease the Association Assessment. The Board of Directors of the Association shall fix the due date for each Association Assessment.

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shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

- (16) Drainage of each lot shall conform to the general drainage plans of Plainview for the subdivision.
- (17) No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.
- (18) Electric service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas & Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person or lot owner without the express consent in writing of the Louisville Gas & Electric Company and South Central Bell Telephone Company or their successors.
- (19) No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.
- (20) Each lot owner shall, within fifteen months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling approved according to paragraph (2), upon each lot conveyed; provided, that should said construction not commence within the specified period of time, Plainview may elect to repurchase any and all lots on which construction has not commenced for 90% of the agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Plainview by deed of special warranty.
- (21) Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

- (9) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Each lot owner shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations.
- (10) No tree with a trunk larger than two inches in diameter at the base shall be removed from any lot without the written permission of Plainview or any person or association to whom it may assign such right. If any tree is injured from whatever cause, the owner shall immediately have it treated by a qualified nurseryman. Upon the construction of a residence, the owner shall cause to be planted a three inch tree in the front yard. Upon an owner's failure to comply with this paragraph, or paragraph (9), Plainview (or any person or association to whom it may assign the right) may take such action as necessary to comply therewith, and the owner on demand shall reimburse Plainview or other performing party for the expense incurred in so doing.
- (11) No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Plainview or by any person or association to whom it may assign the right.
- (12) No outside clothes lines shall be erected or placed on any lot.
- (13) It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Plainview (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Plainview or other performing party for the expense incurred in so doing.
- (14) No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (15) No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine square feet; except Plainview

- (4) No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.
- (5) (a) The ground floor area of a one story house without an attached garage shall be a minimum of 1300 square feet.
- (b) The ground floor area of a one story house with an attached single car garage shall be a minimum of 1200 square feet, exclusive of the garage.
- (c) The ground floor area of a one story house with an attached two car garage shall be a minimum of 1100 square feet, exclusive of the garage.
- (d) The ground floor area of a one and one-half story house shall be a minimum of 1100 square feet, exclusive of the garage.
- (e) The total floor area of a tri-level house shall be a minimum of 1600 square feet, exclusive of the garage.
- (f) The ground floor area of a two story house shall be a minimum of 1000 square feet, exclusive of the garage.
- (g) Finished basement areas and open porches are not included in computing floor area.
- (6) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- (7) (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Plainview, which shall be removed when construction or development is completed.
- (b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.
- (8) No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that

DECLARATION OF RESTRICTIONS

PLAINVIEW SUBDIVISION, SECTION 1

PLAT AND SUBDIVISION BOOK 29, PAGES 33 AND 34 JEFFERSON COUNTY, KENTUCKY

Plainview Farms Development Corporation ("Plainview"), P. O. Box 7781, Louisville, Kentucky, is now the owner of the following lots in Plainview Subdivision, section 1:

BEING lots 1 through 121, inclusive, as shown on the plat of Plainview, Section 1, of record in Plat and Subdivision Book 29, Pages 33 and 34, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Plainview Subdivision, including this section and the residential lots in sections of Plainview Subdivision to be recorded, Plainview imposes restrictions upon the above described lots as follows:

- (1), No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and a private garage (attached or detached) for not more than three automobiles for the sole use of occupants of the lot.
- (2) No building, fence, wall, structure or other improvement (including detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Plainview or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Plainview may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.
- (3) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same, unless some other material shall be approved in writing by Plainview, or any person or association to whom it may assign the right.

TEMPORARY EXHIBIT A

The following is an estimate of the percentage of common interest of each of the four types of units in Sycamore II Condominiums:

Type A - 1.335% Type C - 1.206% Type B - 1.509% Type D - 1.424%

Upon completion of construction of all units, the percentage of each unit will be re-stated based upon square footage of each unit "as built".