

# RULES AND REGULATIONS

## Savannah Springs Condominiums

**Effective: April 24<sup>th</sup>, 2024**

Preamble. These Rules and Regulations have been adopted by the Board of the Savannah Springs Condominiums Council, Inc., the corporation administering the condominium development known as Savannah Springs Condominiums in Jefferson County, Kentucky.

These rules and regulations are to preserve property values and provide a safer community for all. Living in a condominium regime has features in common with three familiar forms of association – a government, a business, and a neighborhood. As a government, the Corporation 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.

These Rules and Regulations, which may be amended from time to time, have been adopted to provide guidance in all these associations, along with the other constituent documents of these 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 Savannah Springs Condominiums Council, Inc., as amended from time to time (“Articles”), and the Bylaws of the Savannah Springs Condominiums Council, Inc., as amended from time to time (“Bylaws”).

The terms used in these Rules and Regulations have the meaning given them in the Master Deed; the phrase “common area” means “common elements” as used in the Master Deed, both limited and general.

1. **Residential Use.** Each condominium unit shall be used only for single family residential purposes.
2. **Leases.** Condominium units may be leased, but any lease must be in writing, must be for a term of at least twelve (12) months, and must be expressly made subject to the Master Deed, the Articles, the Bylaws and these Rules and Regulations, as may be amended from time to time. A copy of any lease must be delivered to the Board (the amount of rent may be redacted). No tenant shall have any right to vote simply by virtue of being a tenant unless the owner(s) of the condominium unit gives such tenant(s) a written proxy in accordance with the Bylaws. Leasing a unit does not limit the responsibility of the unit owner to comply with the Master Deed, the Articles, the Bylaws, and the Rules and Regulations. By way of example, a lease that requires a tenant to pay the assessments against the unit in no way absolves, as between the unit owner and the Council, the unit owner from responsibility for the payment of those assessments. No patio home or condo can be used for an air B&B, short term rental or any temporary lease.
3. **Common Areas.** No Owner or any other person may, without the prior written consent of the Board, may place anything in the common areas (elements) of the Regime or attach or exhibit

anything on the outside walls of buildings or on porches, and, without in any way limiting the generality of the foregoing, all of the following are expressly forbidden in any of the common areas (elements) and Limited Common Elements without the prior written approval of the Boards: (a) trees, shrubs, flowers, plants, crops or other landscaping material, (b) decorations, including seasonal decorations, (c) personal property of any sort, (d) gasoline or charcoal or any other type of grill using explosive or flammable material, including without limitation charcoal grills, and (e) play equipment, basketball goals, toys, playpens, baby carriages, motorcycles, bicycles, wagons, benches, chairs or other recreational equipment. Anything placed or left in the common areas (elements) in violation of these provisions shall be at the sole risk of the Owner or other person so placing it and anything so placed or left may be removed by or at the direction of the Board at the Owner's cost and expense and without any liability to the Board or those authorized by the Board. Neither the Council nor the Board nor any authorized officer or agent of employee of the Council, the Board or any agent of the Board shall be under any obligation to remove or police the areas, but they shall have the right, owner and authority to do so. Also, no work on vehicles, including without limitation changing oil, shall be performed anywhere in the common areas (elements). Nothing shall be done that in any way affects the structural integrity of the buildings. All people using the common facilities that are part of the common areas (elements) do so at their own risk and responsibility. Neither the Council nor the Board is responsible for any such use. Each Unit Owner waives any right to make any claim against the Council or the board, or their officers, employees, agents, 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 the common areas (elements). Each Unit Owner shall defend, indemnify and hold harmless the Council, the Board, and their officers, employees, agents, from any and all liability and any action of whatever nature by any tenants, guests, invitees, contractors, or licensees, arising out of the use of the common areas (elements), 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, the board or their officers, employees, agents in the operation, care or maintenance of such facilities. Any damage to any building or other common areas (elements) or equipment caused by a Unit Owner or the tenant, guest, invitee, contractor or agent of the Unit Owner, or the pet of a Unit Owner, shall be repaired at the expense of the Unit Owner promptly upon request of the Board.

4. **Fences.** Because enclosing a back yard area changes that area of space from a common area to a limited common area, any homeowner that erects a fence or has constructed a fence, will be responsible for the maintenance inside that fence, including mowing. If you want to add a fence the request must be made prior to beginning installation by sending in an Architectural Form. If this is not done to get permission and it is not done to the specifications given by Mulloy, you will be asked to remove it. It must be no taller than 6 ft., made of white vinyl, and no more than 10 ft. from foundation of home, NOT 10 ft. from patio. Even though your yard is fenced in, you still are obligated to pick up your dog's waste right away. The odor carries to other homes and can make it very unpleasant if it is not dealt with immediately. The Board can fine you if you do not pick up behind your fence. See animals #9.

5. **Parking.** All parking spaces shall be and remain common areas (elements) and shall be available for use by all Unit Owners, their tenants, guests and invitees, subject to reasonable Rules and Regulations that may be imposed by the Board in a uniform manner. No vehicle shall be parked on any street or in the grass or other portions of the general common areas (elements), except only in areas designated for parking. No vehicles that, because of their size, take up more than one standard parking space are allowed anywhere in the general common areas (elements). All permitted parking shall occur in such a manner as not to block any driveways or sidewalks. In addition to fines and other enforcement actions that the Board is authorized to undertake, the board may cause improperly parked vehicles to be towed, at the sole risk and expense of the Unit Owner or vehicle owner. Commercial vehicles parked overnight in the community must be parked in either the homeowner's driveway or garage, not in guest parking. no vehicles are to be parking in GUEST PARKING that are inoperable or tags expired. Cars can and will be towed if found at owner's expense.
6. **Noise.** Unit owners 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 any radio, amplifier, stereo, television, or musical instrument sufficiently reduced so as not to disturb others.
7. **Cleaning.** No outside clotheslines shall be erected or placed anywhere in the condominium regime. Unit owners shall not throw trash or other matters into the common areas, nor shall they shake mops, brooms or other cleaning material out of the doors or windows, nor shall they hang anything out of the windows or doors.
8. **Nuisances.** No noxious or offensive or illegal trade or activity shall be conducted in any unit or in the common areas (elements) of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No hazardous or toxic wastes or highly inflammable materials or explosives shall be kept in any unit or in the common areas or limited common areas.
9. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred, or kept in any unit of in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (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 acceptable pets must be on a leash and at all times under the control of a resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. Homeowners are not to take their dogs next to other patios to let their dog do their business. This is not being a considerate neighbor. Either take it next to your own patio, or go to the park, either way all pet parents should pick up pet waste. The Board may impose a fine of not more than \$50 on any unit owner not abiding by this requirement. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board to

require and force removal of the pet from the condominium regime. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board, the Council, and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court cost, caused by such pets.

10. **Receivers/Transmitters.** No antenna or microwave or other receivers or transmitter (including those currently called "satellite dishes") shall be erected or placed in any unit or in any common area (elements) of the regime, unless the design, screening and placement are approved by the Board in writing.
11. **Signs.** No signs for advertising or for any other purpose shall be displayed anywhere in the common areas (elements), except one sign for advertising the sale or rent of a unit, which shall not be greater in area than 6 square feet, and which must be placed in a location approved by the Board. 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, and builders, contractors and lenders may place signs in the common areas (elements) during construction of units.
12. **Trash.** No common area (elements) shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept in any unit or in the common areas (elements) except in proper sanitary containers and in areas designated by the Board. The dumpsters in front of the condo units are for condo residents ONLY. Residents found dumping in the dumpsters that do not live in the condos will be subject to a fine of \$100.00 per incident.
13. **Attire.** All persons shall be properly attired when in the common areas.
14. **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 related to that Owner's move.
15. **Garages.** No condominium garage can be owned by anyone who does not live in the community.
16. **Fines and Penalties.** There will be a \$50 late fee assessed on any account paid after the 15<sup>th</sup> of the month. There will be a \$30 NSF fee assessed on any returned check.

Violations/Infractions:

- A. A warning letter will be sent out by the Property Manager, noting the infraction, and showing 10 days to reply to her, and notice that a fine will be charged of \$50, if she does not hear in 10 days from the date of the violation letter.
- B. If the problem is not corrected, a second letter will be sent, showing a fine of the \$50, that is to be paid 10 days from the date of this violation letter.
- C. If a fine of \$50 not paid within time frame, a third letter will be sent, showing a fine of \$100, to be paid within 10 days of the date of the 3rd violation letter.
- D. If fine not paid, and additional fine of \$100 will be charged each month, until the problem is corrected, and delinquent penalties, assessments, and any legal and court fees are paid in

full.

17. Any Unit Owner who wishes to **alter the exterior limited common and common elements**, must submit an application request in writing and allow up to 30 days for the Board to review and respond with an approval or denial of the request.
18. **Bird Feeders.** Bird feeders are no longer allowed in the common areas or limited common areas. Bird feeders currently within these areas must be removed. There is to be no bird feed, or any other kind of food put on the common or limited common ground, as it will attract unwanted pests.
19. **Stop Signs.** Stop signs have been installed to prevent accidents or deaths from speeders. An initial fine of \$50 will be imposed if anyone is caught running the stop signs.

20. **Governing Documents.** All homeowners need to be familiar with the Bylaws, Rules & Regulations, Maintenance Responsibilities, Architectural Improvement Application etc. of Savannah Springs HOA. These can all be found on our website to view or download. Go to website – [www.mulloyproperties.com](http://www.mulloyproperties.com)

Middle top left click “Communities”. There is a drop-down box that appears “Please select a community”. On the right click arrow & select your community. There you will find – Master Deeds, Rules & Regulations, By-Laws, Owner’s Responsibilities, Architectural Improvement Forms, Clubhouse agreements etc. If you still have additional questions, please contact our Property Manager, Christie Wilkinson at 502-498-2409 or [cwilkinson@mulloyproperties.com](mailto:cwilkinson@mulloyproperties.com). If you do not have access to internet, we are happy to send them to you, just ask.

Effective:

4-24-2024

READ AND ACCEPTED:

Signature:

Henry Swart  
Savannah Springs President