

Hunsinger Gardens RULES & REGULATIONS

INTRODUCTION

Welcome to Hunsinger Gardens. The Board of Directors hopes you will find condominium living the most convenient form of home ownership.

The Hunsinger Gardens Board of Directors is comprised of 3-5 unit owners who are elected by the 48 unit owners. It is the purpose of the Board of Directors to act on behalf of all unit owners to maintain, protect and enhance the value of your home and your lifestyle at Hunsinger Gardens. They provide direction to the management company who carries out the tasks on behalf of the Board of Directors.

To promote your enjoyment of condominium living, these Rules and Regulations have been prepared, in accordance with the Hunsinger Gardens Master Deed and Bylaws, to provide the policies and procedures the Board of Directors will follow to best serve all unit owners and residents.

Deferral to Regime Documents

These Rules and regulations are designed to familiarize residents in a brief form with the regime and policies and procedures followed by the Board of Directors. A fuller, more comprehensive reference to any items may be found in the Master Deed, Articles of Incorporation and Bylaws, and Rules and Regulations as recorded in the Office of the County Clerk of Jefferson County, Kentucky. You may also request copies of these documents from the management company.

Amendment to Rules and Regulations

Each unit owner's ownership and use of the unit shall be subject to the rules and regulations set out by the declarant of the property and may be amended by the Board of Directors from time to time, applicable to all unit owners. Amendments will be provided to all residents on record in a timely manner.

Document Disclaimer

In case of conflict between these rules and regulations, the Master Deed, Articles of Incorporation and Bylaws, the Master Deed and/or bylaws would take precedence. Also please note that any state or federal statute would be applicable over these documents.

COMPLIANCE

Hunsinger Gardens unit owners and residents must comply with all provisions of the Master Deed, Bylaws, and Rules and Regulations of Hunsinger Gardens Council of Co-Owners Inc.

DEFINITIONS

Common Elements (Areas)

Any area outside each condominium unit that is generally used by all residents such as lawns, streets, guest parking areas, and the great lawn. Common area is also considered any part of the existing structure that the Council is responsible for including but not limited to your roofs, brick, foundation, support structures, gutters etc.

Limited Common Elements (Areas)

Those common areas for the use of a particular unit to the exclusion of other units. These include driveways, patios or decks.

Unit

An enclosed space in a building having direct access to the Common Elements.

Owner (Co-owner)

Every person or entity who is recorded with the Jefferson County, Kentucky Clerk's office and is the listed owner of a unit.

Council of Co-Owners

All owners of the units of the Project shall constitute the Council. The owner of any unit shall automatically become a member of the Council and shall remain a member until his/her ownership of such unit ceases.

Board of Directors

The Board of Directors are unit owners elected by the Council. The Board has all powers necessary for the administration of the affairs of the Council and shall at all times manage and operate the Project.

Management Agent (Managing Agent)

The Board of Directors may employ a Managing Agent or Administrator to manage and control the Project subject at all times to the direction by the Board.

PROPERTY MANAGEMENT

Hunsinger Gardens Board of Directors

The Hunsinger Gardens Board of Directors (Board) is comprised of 3-5 unit owners who are elected by the 48 unit owners. It is the responsibility of the Board to act and make decisions on behalf of all unit owners to maintain, protect and enhance the value of your home and your lifestyle.

Management

Hunsinger Gardens is managed by a property management company. It is the responsibility of the management company to administer services under the direction of the Hunsinger Gardens Board of Directors, as described in the Contract for Association Management Services.

UNIT OWNER CONTACTS

MEDICAL, FIRE, POLICE, UTILITY EMERGENCIES

- A. In case of a medical, fire, police or utility emergency, please dial 911 and report to the property authority.**
- B. In case of other emergencies, unit owners should contact the property management company number and follow the prompts to report the emergency.**
- C. For non-emergency issues and/or repairs, unit owners should contact the property management company managing agent.**

ANNUAL MEETING

The annual meeting of the Council shall be held during the month of August of each year at a time and place set by the Board of Directors.

GENERAL RULES

- A. Co-owners should comply with the posted speed limit (15 mph) and ensure that guests also comply.
- B. Co-owners shall observe and abide by all parking and traffic regulations posted by the Board or by governmental authorities.
- C. Except in limited common elements intended for such use, no playing or lounging is permitted, nor shall bicycles, baby carriages, playpens, toys, benches, chairs or other articles of personal property be left unattended on or within parking areas sidewalks, lawns or elsewhere on the common areas unless the owner has received written permission from the Board of Directors.
- D. Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the managing agent or to the board of directors. 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.
- E. 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 risk to the council, the condominium project, or the other unit owners.

PROPERTY USAGE

- A. No unit may be used or rented for transient, hotel or motel purposes.
- B. All units shall be used for single family residence only.
- C. A unit owner, or his/her agent, shall have the right to show his/her unit at reasonable times of the day for the purpose of sale. No unit may be rented or leased for less than 1 year period. All leases must be approved by the Board of Directors and on file with the management company.
- D. All persons using any of the recreational or common facilities which are part of the common elements do so at their own risk and sole responsibility. The Board of Directors does not assume responsibility for any occurrence, accident or injury in connection with such use.
- E. Each co-owner waives any right to make any claim against the Board, its servants, agents, or 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 these facilities
- F. No trade or business of any kind shall be conducted in a unit except that in connection with the development of the condominium project and except as otherwise permitted under the definition of "home occupation" as set forth in the Development Code for all of Jefferson County, and then only to the extent that the business (i) does not involve clients, patients, or customers who visit the home-based business and (ii) does not involve delivery by vehicles other than traditional home delivery vehicles on a frequency of no greater than once per day. Nothing shall be done thereon that may become an annoyance or nuisance to the neighborhood.
- G. No yard sales or garage sales of any kind shall be conducted without prior written consent of the Council.

HUNSINGER GARDENS ENVIRONMENT

It is the desire of THE Board of Directors to maintain a quiet, serene environment throughout the property.

- A. Co-owners should not make or permit loud and disturbing noises, or do or permit anything done that would interfere with the rights, comforts and/or convenience of other co-owners. Co-owners must keep the volume of any radio, television, musical instrument or other sound-producing device in their units sufficiently reduced so as not to disturb other co-owners.
- B. Solicitors are not permitted on the property. Any unit co-owner who is contacted by a solicitor on the property is requested to notify the Board of directors OR the property manager.
- C. Co-owners may not keep gasoline, explosives or flammable material in any unit; unless in containers approved under federal and state OSHA regulations.

HOMEOWNER ASSOCIATION FEES

- A. Unit owners are responsible for submission of their monthly homeowners association fee for their respective unit, as directed by the Board, submission in accordance with the accounting practices of the management company.
- B. Monthly association fees should be mailed, electronically sent, or direct deposited to the specified location to be received no later than the first day of each month and will be considered delinquent if not received on or before the first day of the month that it is due.

INSURANCE COVERAGE/LIABILITY

- A. The Board will purchase and maintain all policies of hazard and liability insurance required by the Master Deed. The council of co-owners' insurance policy covers all terms common to the structures, specifically the exterior of the units to the interior studs of the unit, including all roof materials. The insurance policy also covers common structures.
- B. Each unit owner is responsible for obtaining insurance coverage, at the unit owner's expense, upon the contents and any other insurance not included in the council's insurance policy. In addition, unit owners shall obtain comprehensive personal liability insurance covering bodily injury to persons, and property damage due to the co-owner's negligence.

SELLING PROPERTY/MOVING IN AND OUT OF HUNSINGER GARDENS

- A. Unit owners must notify the Board or the managing agent of intent to sell their unit prior to listing it with a real estate agent or placing a public notice of sale by the unit owner.

- B. Unit owners may not put any signs or other window displays or advertising on any part of the property, except a "for sale" sign is permitted.
- C. A unit owner, or his/her agent, may show his/her unit at reasonable times of the day for the purpose of sale.
- D. Move-ins and move-outs are restricted to the hours between 8:00 am and 9:00pm.
- E. Each unit owner is responsible for removal of trash, debris, crating or boxes related to that move-in or move-out.

ALTERATIONS, ARCHITECTURAL MODIFICATIONS, IMPROVEMENTS TO UNITS

The Board must receive and review all written requests for any changes to the exterior of the buildings or changes or improvements to the common or limited common areas. The purpose of this requirement is not to discourage improvements but to limit improvements to those that enhance the value of the property and that conform to the overall appearance of the community.

The Board will remain flexible in its actions. All requests for improvements will be reviewed using the following guidelines:

- 1. The harmony of design and location in relation to surrounding units and landscaping design in the community.**
- 2. The potential for the cost of future maintenance or expenditures from the HOA, now or in the future, which installation or changes may require cost from the unit owners.**
- 3. Adherence to the following regulations:**
 - A. No alteration or improvement to the unit which would alter or affect the common elements, or any other Unit may be made by any unit owner without the prior written consent of the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, will have the obligation to respond in writing within 30 days of such request.
 - B. No application shall be filed by any Unit Owner with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common elements or other units, unless approved and executed by the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, will have the obligation to respond in writing within 30 days of such request.
 - C. Nothing may be done to any unit or in the common elements which would impair or would be likely to impair or change the structural integrity of any of the buildings. Nothing shall be altered or constructed on or separated from the common elements,

except with the prior written consent of the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, will have the obligation to respond in writing within 30 days of such request.

- D. Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roof thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Council.
- E. Co-owners may not paint, change the appearance or otherwise alter any portion of a building except within the inside walls of their unit without prior written approval.

PROPERTY MAINTENANCE

- A. Unit owners are responsible for maintenance of the interior of their units, including but not limited to: general interior upkeep, such as painting of the interior, windows, including cleaning and glass breakage, maintenance of interior plumbing fixtures, appliances, dryer vents, smoke detectors, furnace, air conditioner, water heater, screens and doors.
- B. No garments, rugs or other objects shall be hung from windows or facades of the Project or in other areas.
- C. Co-owners are responsible for reporting any maintenance required for the common or limited common areas to the property manager.
- D. Co-owners should not request the work directly of a contractor or repair person unless authorized by a Board member or the property manager.
- E. Co-owners will be held financially responsible for any work requested and performed in the common or limited common areas by any contractor that was not first approved by the Board or property manager. Such maintenance may be replaced, at the co-owner's expense, if it is found not to meet the requirements of the governing documents.
- F. No refuse, trash or garbage of any kind shall be kept, thrown or placed on any common areas.
- G. All garbage and trash must be placed in allocated trash containers, which are permitted outside on any regular garbage or trash collection day.
- H. Nothing should be stored on the Common Elements without the prior written consent of the Board of Directors, including personal property.

- I. Porches, patios, or decks may not be used as storage areas.
- J. Each wall which is 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 a 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).
- K. All holiday decorations shall not be installed before the generally recognized beginning and shall be removed within 14 days after the generally recognized conclusion of the holiday for which the decorations are placed. Inflatable decorations are NOT permitted.
- L. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress or egress.
- M. The agents of the council board of directors or the managing agent, and any contractor or workman authorized by the board of directors or the managing agent, may enter any room or unit in the buildings at any time reasonably convenient to the unit owner (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their proper respective responsibilities, including, without limitation, inspecting such unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

GROUND AND LANDSCAPING

- A. In order to maintain the mailboxes and eliminate repairs, plantings around mailboxes should be only low-growing ground cover type, and any vines or climbing plants are not allowed to grow on or over the mailboxes and posts.
- B. Plants, flowers, trees, shrubbery and crops of any type must be approved by written consent of the Board of Directors. No trees or plants may be removed or placed in any common areas without written permission of the Board.
- C. No unit owner shall decorate or landscape any entrance or other planting area adjacent to the unit except in accordance with standards established by the Board of Directors or specific plans approved in writing, by the Board, which standards or approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common elements affected.

- D. A unit owner may garden and landscape the patio area after obtaining Board approval, provided that the Council is not responsible for any damage thereof resulting from its lawn maintenance.
- E. No person shall swim or bathe in any streams or creeks in the development.

PARKING

- A. No trailers, campers, recreational vehicles, boats, commercial vehicles or trucks may be parked on the Condominium Project (except such commercial vehicles may be parked on the Condominium Project only while engaged in the active delivery or providing of services or materials to the Council or any Unit Owner.)
- B. All vehicles shall be parked wholly within the unit's garage or driveway.
- C. No Junk or derelict vehicles or other vehicles on which current registration plates are not displayed may be kept on the property.
- D. Parking in a manner which blocks sidewalks or driveways is not permitted. If a vehicle owned by a co-owner, or a member of co-owner's family, guests, invitees, etc. are parked in violation of these regulations or abandoned on the property, such vehicle may be towed or removed by the Board at the sole risk and expense of the unit co-owner.
- E. Motor vehicles are not allowed on any lawn, or any part of the common or limited common areas, including contractor trucks, delivery trucks and moving vans.
- F. No vehicles may be parked on the street overnight. Guests must park either in the driveways within the driveway boundaries of their unit.

PETS

- A. No animals of any kind may be raised, bred or kept in any unit or on the property, except dogs, cats, caged birds (not to exceed one per unit) may be kept in a unit. Additional dogs, cats or birds must be approved by written consent of the Board of Directors.
- B. No livestock, poultry, rabbits, snakes or other such animals or reptiles shall be kept in any part of the property.
- C. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets as well as pets who may be visiting.

- D. All pets must be restrained on a hand-held leash (or carried) at all times when outside the residence. Leashes may not exceed a length which permits loss of control of the pet.
- E. All pets shall be controlled to prevent creation of a nuisance (barking, smell, appearance, threatening or aggressive behavior toward persons or other animals).
- F. Any pet repeatedly causing property damage or creating a nuisance or unreasonable disturbance shall be permanently removed from the Hunsinger Gardens property within seven (7) days after notice in writing to the co-owner from the Board of Directors or property manager.
- G. No doghouse, fencing or other structure used or intended for use as housing or restriction of movement of pets may be constructed, placed or maintained on any part of the property.
- H. Pet owners must promptly clean up their pet's droppings.

FINES AND PENALTIES

The Board of Directors reminds unit owners and residents of their responsibility to be informed of the provisions of the Master Deed, Bylaws and Rules and Regulations. Unit Owners and residents are reminded to be continuously aware of actions that could be dangerous or offensive to other residents.

When an instance of non-compliance is discovered, the following process will be used to attempt to motivate the owner to comply with the Master Deed, Bylaws and Rules and Regulations. The owner will be sent a letter by the property management company detailing non-compliance and requesting that he/she take the action required to comply. If compliance isn't achieved in 30 days, the property manager will send another letter warning that if compliance is not met in another 30 days, a fine determined by the board will be levied against the owner. The fine will be commensurate with the severity of the non-compliance. If the owner still does not comply, the fine will be levied by the property management company.

Failure of the Board to enforce strict compliance with the policies, procedures, rules and regulations contained in the aforementioned documents shall not constitute a waiver of the Board's right to act on any violation. Fees can be amended as needed by the Board of Directors.