

## RULES AND REGULATIONS

### Gardens II of Glenmary Village Condominiums

**Preamble.** These Rules and Regulations have been adopted by the Board of the Gardens II of Glenmary Village Condominiums Council, Inc., the corporation administering the condominium development known as Gardens II of Glenmary Village Condominiums in Jefferson County, Kentucky.

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 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 Gardens II of Glenmary Village Condominiums Council, Inc., as amended from time to time ("Articles"), and the Bylaws of the Gardens II of Glenmary Village Condominiums Council, Inc., as amended from time to time ("Bylaws").

The terms used in these Rules and Regulation 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 30 days, 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.

**3. Common Areas.** No Owner or any other person, 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 Board: (a) trees, shrubs, flowers, plants, crops or other landscaping material, (b) decorations, including seasonal decorations, (c) personal property of any sort, (d) charcoal grills (other grills are permitted only to the extent allowed by local ordinances), 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, power 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 persons 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. Parking.** Unit Owners shall not park in parking spaces assigned for the exclusive use of another Unit Owner. Unit Owners shall not park in parking spaces designated for visitors. No vehicle shall be parked on any street or in the grass or other portions of the common areas except only for marked parking spaces. No vehicles that, because of their size, take up more than one standard parking space are allowed anywhere in the common areas. All permitted parking shall occur in such a manner as not to block any drives or sidewalks or mailboxes. In addition to fines and other enforcement action that the Board is authorized to undertake, the Board may cause improperly parked vehicles to be towed at the cost of either or both of the vehicle owner and/or, if the vehicle owner was a visitor, of the Unit Owner being visited.

5. **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.

6. **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.

7. **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.

8. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit or 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. 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. The decision of the Board as to whether any pets violate this Rule is final and binding on all owners. 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 costs, caused by such pets.

9. **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 areas (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 4 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 areas (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.

**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.

**Effective:** June, 2010

RESOLUTION OF THE BOARD OF DIRECTORS

OF

GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS COUNCIL, INC.

ADOPTED BY WRITTEN CONSENT  
IN LIEU OF A SPECIAL MEETING

October 23, 2013

Pursuant to the provisions of KRS 273.377, the Board of Directors of GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS COUNCIL, INC., a Kentucky non-profit (the "Corporation"), hereby adopt the following resolutions in lieu of a special meeting and consent to the corporate actions contemplated thereby:

NOW THEREFORE, BE IT RESOLVED that the following parking policy is hereby adopted by the Board of Directors and will be enforced through said resolution with the following procedure:

- A. Every owner will be given one (1) parking permit to be used in the marked residential parking spaces.
- B. A replacement parking permit may be purchased at a cost of \$25.00.
- C. Guest parking is available in the un-marked parking spaces.
- D. If the parking pass is not visible, the violator's car will be towed at the owner's expense without notification.
- E. No automobiles which are inoperable shall be habitually or repeatedly parked or kept on the lot or on any street.
- F. Parking on the grass is prohibited and violators will be towed without notification.

WITNESS the signature of the undersigned, who are all of the Board of Directors of the Corporation, as of the day, month, and year first above written.

  
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Andy Hils, Director

  
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Patrick Workman, Director

  
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Kristin Blum, Director