

BROOKLEY PLACE PATIO HOMES AND CONDOMINIUMS

RULES AND REGULATIONS

Please read this entire document and keep it on hand. These Rules and Regulations are applicable to Unit Owners, as well as tenants of any leased Unit, residents and guests. Violation of any Rule and/or Regulation is punishable by fine and any applicable costs for repair, replacement or removal, as well as legal action.

Upon adoption by the Brookley Place Board, and distribution, each owner and lease holder shall sign the attached form, acknowledging receipt of a copy of the Rules and Regulations of Brookley Place, and provide a signed copy of the form to the Brookley Place Board.

These Rules and Regulations supersede any previous Rules and Regulations dated prior to February 6, 2020.

General:

1. The Brookley Place Condominium Association (the "Council of Co-Owners"), acting through its Board of Directors (the "Board") on behalf of all of the Unit Owners of Brookley Place Condominiums, has adopted the following rules and regulations to provide guidance and govern, in part, the operation of Brookley Place Condominiums along with other constituent documents of the condominium regime: Master Deed, Declaration of Condominium Property Regime, Articles of Incorporation, Amendments and By-Laws, all of which may be amended from time to time or repealed by resolution of the Board.
2. Wherever in these Regulations reference is made to the "Condominium Regime" such term shall be intended to apply to the entire property within the Brookley Place Condominium Regime.

Wherever in these Regulations reference is made to the "Board of Directors" or "Board," such reference shall include the Board and any managing agent for Brookley Place Condominiums when the managing agent is acting on behalf of the Board. The Board consists of the President, Vice President, Secretary and Treasurer.

Wherever in these Regulations reference is made to the "Council of Co-Owners" such term shall be intended to apply to all Unit Owners, and does not apply to the Unit Owner's family, residents, tenants or occupants.

Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit within Brookley Place Condominiums regime, to such Unit Owner's family, residents, tenants or occupants, and to any visitors, guests, invitees, servants, employees, agents or licensees of such Unit Owner, family, resident, tenant or occupant.

Wherever in these Regulations reference is made to the "Units" such term shall be intended to apply to the personal space in the Unit from the "finished drywall in" and used as the owner's private residence.

Wherever in these Rules and Regulations there is reference to the "Common Elements" or "Common Areas," such term shall be intended to apply to both Common Elements and Limited Common Elements unless otherwise expressly stated.

Common Elements: the areas of the Condominium Regime which can be used by all owners, including, but not limited to: the land, foundations, exterior walls, steps, walkways, streets, roofs, lawn, parking spaces and other similar elements as provided in the Master Deed, Amendments and/or By-Laws.

Limited Common Elements: the areas of the Condominium Regime restricted for the exclusive use of one or more but less than all of the Unit Owners, such as attached garages, patios, driveways, windows, exterior entry doors and other similar elements as provided in the Master Deed, Amendments and/or By-Laws.

3. Unit Owners shall comply with all the Regulations hereinafter set forth governing the Units, buildings, building entrances, patios, driveways, recreational areas, grounds, parking areas and any other Common Element or Limited Common Element appurtenant to the Condominium Regime.
4. Complaints regarding the management of the Condominium Regime or regarding actions of other Unit Owners shall be made in writing to the Board or the managing agent. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of the Board or any employee of the managing agent.
5. A Unit Owner may apply to the Board 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, for good cause shown, if, in the judgment of the Board, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominium Regime was formed or present a material adverse risk to the Council of Co-Owners, the Condominium Regime or other Unit Owners.

Common Element Restrictions:

6. Unit Owners, residents, tenants and guests shall not hang out or expose sheets, blankets, quilts, rugs, clothing or laundry of any kind, where they are visible to other residents, on the exterior portion of a Unit. No outside clothesline or clothes rack shall be erected or placed anywhere in the condo Regime.
7. Unit Owners, residents, tenants and guests shall not permit anything to be hung, displayed or exposed on the outside of the Unit's windows, doors or masonry, with the exception of holiday/seasonal decorations, which are allowed to be displayed during the holiday/season they are representing and should be removed within 10 days after the holiday/season.
8. The planting and growing of plants, flowers, trees, shrubbery, crops of any type, and other landscaping materials are prohibited anywhere on the Common and Limited Common Elements without the prior written consent of the Board.
9. Unit Owners, residents, tenants and guests shall not decorate or furnish any part of the Common Elements in any manner.
10. Unit Owners, residents, tenants and guests shall not erect, display or maintain any sign, such as, but not limited to, "for sale", advertising or political signs, in the Common Elements without the prior written consent of the Board.
11. Unit Owners, residents, tenants and guests shall not dust, beat or shake any mop, broom or other cleaning material out of either the windows or doors of the Unit.
12. Unit Owners, residents, tenants and guests shall not permit trash or other materials, such as but not limited to, dirt, water or other substances, to be swept or thrown out of the windows or doors of the Unit, nor down upon the grounds of the Common Elements.
13. Prior written consent of the Board is required before installing any exhaust fan, air conditioning apparatus, television or radio antennas, wireless cable antenna, satellite dish, other transmitting/receiving device, awning, canopy, shutter, trellis, hot tub, permanent fire pit, flagpole or any other such item.

14. Installation of storm doors on front or back exterior entry doors, exterior lighting fixtures, or privacy fences around patio areas of a Unit are permitted provided the additions conform to the original design. All replacement of front doors and windows and fixtures thereon must also conform to the original design.
15. All window treatments (blinds, draperies, etc.) shall be lined in an "off-white" color or plain white. Any paint used on the exterior of windows or doors must also be an "off-white" color or plain white, to keep within design guidelines. The use of any other color that is visible from the exterior of the unit requires prior written consent of the Board.
16. Unit Owners, residents, tenants and guests shall not drill into or through the exterior masonry of any condominium building or roof, excluding the patios which are limited common areas.
17. No Unit Owner shall enter upon the roofs of any of the buildings without the prior consent of the Board or managing agent.
18. No playing is allowed in the retention pond or its surrounding border. Fishing is allowed for residents.
19. The Association will undertake snow and ice removal efforts only when there has been an accumulation of at least three inches on driveways and walkways.
20. Solicitors are not permitted within the Regime. Any Unit Owner who is contacted by a solicitor on the property is requested to notify the Board or the managing agent.
21. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Elements or in the improvements thereon without the prior written consent of the Board.
22. Each Unit Owner waives any right to make any claim against the Council of Co-Owners or the Board, or their officers, employees or 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 use of the Common Elements. Each Unit Owner shall defend, indemnify and hold harmless the Council of Co-Owners, the Board, or their officers, employees or 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 Elements, except where such loss, injury or damage can be clearly proven to have resulted from and been proximately caused by the direct willful action or gross negligence of the Council of Co-Owners, the Board, or their officers, employees or agents in the operation, care, or maintenance of such facilities.

Obstructions:

23. There shall be no obstruction of the Common Elements. The entrances, doorways, steps and approaches of each Unit shall be used only for ingress and egress. No common sidewalk or passageway shall be obstructed or used by a Unit Owner, resident or guest for any purpose other than entering or leaving the Units.
24. Nothing shall be stored on the Common Elements without the prior written consent of the Board.
25. No bicycles, wagons, toys, baby carriages, strollers, play pens, basketball goals or other recreational equipment, or other articles of personal property shall be left unattended in the Common Elements for a period of time not to exceed 24 hours, and can be removed from the property at the owner, resident or guest's sole risk and expense.

Maintenance:

26. All Unit Owners, residents, tenants and guests shall be obligated to maintain and keep their Unit, its windows, doors, patios and driveways (that is, the Limited Common Elements reserved for the use of their Unit) in good, clean and uncluttered order. Maintaining the windows is the responsibility of the homeowner, and the repair and replacement of the windows are the responsibility of the Homeowners Association.
27. All Unit Owners, residents, tenants and guests shall keep his/her Unit free of insects and household pests.

Insurance:

28. Nothing shall be done or kept in any Unit, Limited Common Element or Common Element which will increase the rate of insurance for the buildings or the contents thereof applicable for residential use.
29. Nothing shall be done or kept in any Unit, Limited Common Element or Common Element which will result in the cancellation of insurance for the buildings or the contents thereof or which would be in violation of any public law, ordinance or regulation.
30. Each Unit Owner, resident or tenant is responsible for obtaining insurance at their own expense for his/her Unit covering the area contained within the drywall of each Unit, as well as his/her own personal property.

Risk, Damage, Liability:

31. No gasoline, explosives, other highly flammable materials or hazardous substances may be kept in any Unit, Limited Common Element or Common Element.
32. Nothing shall be done to or in any Unit, Limited Common Element or Common Element which shall impair or would likely impair or change the structural integrity of any building, nor shall anything be altered, constructed or separated from the Common Elements, except upon the prior written consent of the Board.
33. No structure of a temporary character shall be installed, used or maintained upon any Common Element at any time without the prior written consent of the Board.
34. All personal property placed in any portion of a Unit, Limited Common Element or Common Element shall be at the sole risk of the property's owner and in no event will the Board or the Council of Co-Owners be liable for the loss, destruction, theft or damage to such property.
35. Anything placed or left in the Common Elements may be removed by or at the direction of the Board, without any liability to the Board or those authorized by the Board. Any cost or expense of removal becomes the owner's responsibility.
36. Neither the Board nor anyone authorized by the Board shall be under any obligation to police the Common Elements, but they shall have the right, power and authority to do so.
37. Any damage to the buildings or other Common Element caused by a Unit Owner, resident, guest, invitee, contractor or agent of the owner, or such person's pet, shall be repaired at the expense of the Unit Owner with which the damaging party is affiliated.
38. Repairs shall be handled by the Board to restore any element to pre-damaged condition in the most cost-effective manner. The Unit Owner will be billed for the amount of the repair or replacement. Payment for the repair or replacement by the Unit Owner is due on the first of the month following the completion of the repair and is collectible in the same manner as monthly maintenance fee, special assessments and fines.
39. The HOA will replace broken mailboxes for all garden homes on a regular scheduled basis, as determined by the Board.

Restrictions on Use:

40. Each condominium Unit shall be used only for single family private residential purposes.
41. Unit owners must abide by the occupancy limits as set forth in the Louisville Metro Government code.
42. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, whether or not designed for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted on any part of the Regime, nor shall any Unit be used or rented for transient, hotel, or motel purposes.
43. No Unit Owner, resident or guest shall use or occupy, or permit to be used or occupied, the premises of the Regime for any unlawful purpose nor shall a Unit Owner, resident or guest permit a Unit to be used for any purpose other than as a private residence.

44. Nothing shall be done or maintained in any Unit, Limited Common Element, or Common Element which would be in violation of any law.

Nuisance/Disturbance:

1. No noxious, offensive or illegal trade or activity shall be carried on within or outside any Unit, Limited Common Element, Common Element or anywhere within the Regime, nor shall anything be done or permitted to remain in any Unit, Limited Common Element or Common Element, either willfully or negligently, that may be or become an annoyance or nuisance to other Unit Owners, residents or guest within the Regime.
2. Unit Owners, residents, tenants and guests shall not make, or permit to be made, any disturbing noises or sounds that unreasonable interfere with the rights, comforts or conveniences of any other Unit Owners, residents or tenants.
3. Each resident is responsible for the noise level from his/her residence whether it comes from an electronic/mechanical device, pets or people, and shall keep the noise level sufficiently reduced at all times so as not to disturb other Unit Owners.
4. Any noise from Units shall be kept to a minimum between 10:00p.m. and 8:00a.m. to avoid disturbing other residents' sleep. If disturbances occur or continue, or at least two residents notify the Board in writing of such instances, this will serve as evidence of the disturbance(s) and the Unit owner will be fined for each violation as noted in #87.
5. No shouting, fighting, abusive or disorderly conduct is permissible anywhere within the Brookley Place Regime.
6. Threats and/or verbal abuse directed to the Board or the managing agent, or to any Unit Owner, resident, tenant or guest, will not be tolerated and will be reported to legal counsel.

Littering, Trash, Garbage:

7. There is to be NO littering by Unit Owners, residents, tenants and guests, including trash, garbage and cigarette butts.
8. Appropriate garbage dumpsters locations are provided solely for the use of residents' waste removal needs. No trash or garbage shall be placed elsewhere in the Regime, nor may any trash be brought from outside sources and placed in resident only dumpsters. If a Unit owner is found to bring outside trash from other than normal household trash, the owner will be fined for each violation as noted in #87.
9. No Common Elements shall be used or maintained as a dumping ground for rubbish, trash or garbage.
10. Trash and garbage bags, containers or receptacles shall not be permitted to remain in public view or left on patios or driveways. All trash or garbage shall immediately be deposited inside the dumpsters once it leaves the inside of a condominium Unit.
11. Refuse should be placed in sealed disposable bags when placed in the dumpster to eliminate offensive odors from the surrounding area.
12. Items not allowed in the dumpsters include, but are not limited to: large bulky items such as mattresses, box springs, furniture, carpeting, new or used building or construction materials, televisions and other electronics, and appliances. No loose broken glass – wrap in old paper. No batteries, paint, chemicals or hazardous waste. The above items must be disposed of according to restrictions of the Louisville Metro Government at a local landfill, county dump, recycling center or HAZMAT location. In addition to the fines for continued violation of this policy, the Unit Owner will be billed for removal costs.
13. Cardboard boxes should ideally be taken to a recycling center or, at the very least, broken down so as to take up less space in the dumpster.

14. The dumpster doors, as well as the gates/fencing enclosing the dumpsters, must remain closed when not in use.
15. No burning of trash or garbage shall be permitted within any part of the condominium Regime.

Traffic, Vehicles, Parking:

16. All Unit Owners, residents, tenants and guests shall abide by all parking and traffic regulations posted by the Board or government authorities.
17. Speed limit is 15 mph throughout the property.
18. No vehicle repairs shall be permitted in the Regime, except for:
 - a) Emergency maintenance of residents' vehicles ,
 - b) Ordinary light maintenance of residents' vehicles – excluding fluid changes and other operations which may soil the Common Elements, and
 - c) Normal cleaning and car washing of residents' vehicles.
19. No abandoned vehicles and no junk or derelict vehicles shall be parked in the Regime.
20. Vehicles on which the current license plate is not displayed shall not be allowed in the Regime.
21. No boats, recreational vehicles, motor homes, campers, trailers, buses or commercial trucks shall be parked in the Regime for more than 24 hours. This rule does not apply to temporary maintenance vehicles and trucks making deliveries.
22. No vehicles that, because of their size, take up more than one standard parking space are allowed anywhere in the Common Elements.
23. The Common Elements designated as parking areas are only for automobiles and motorcycles, with current license plates and tags that are mechanically operable and regularly used by a Unit Owner or resident.
24. Parking is only permitted in clearly marked parking spaces, garages and driveways.
25. For Units with garages, all vehicles owned or operated by a Unit Owner, resident or guest shall be parked inside the garage or their driveway.
26. For Units with no garage, all vehicles must be parked wholly within parking space lines.
27. Parking in a manner which blocks sidewalks, driveways, fire lanes and dumpsters is not permitted.
28. No parking in areas designated as "No Parking" zones.
29. Designated handicap parking spaces may be used if a handicap permit is clearly displayed in the vehicle. Vehicles not displaying the handicap permit will be towed at the vehicle owner's expense.
30. In addition to fines for continued violation of parking policies, vehicle owners are subject to having their vehicle towed at their own risk and expense. The Board and the Council of Co-Owners shall be indemnified and held harmless by such vehicle owner for any and all loss, claim, damage or expense, including, but not limited to reasonable attorney fees that may ensue.
31. For units without garages, the maximum number of parking spaces is two per unit. For those units with garages, parking is restricted to the garage and the driveway. A per-day fine will be charged to the Unit Owner for violation of the policy. This does not include a short-term, infrequent visitor, but does include hosting an event causing multiple vehicles to be in the parking area at the same time, or a long-term (more than 24 hours) visitor. Board approval can be sought for rare circumstances that would violate this policy. Upon the granting of such, no violations would be charged provided actions are within the terms of the approval.

Pets:

76. Pets are allowed, provided that:
 - a) The total number of dogs and cats combined in a single Unit shall not exceed two in number and should be of reasonable size.

- b) No rabbits, reptiles, primates, poultry, livestock or any exotic pets of any kind are to be allowed. All pets, both dogs and cats, are required to be leashed if outside the Unit, per Louisville Metro ordinance.
- c) All pets must be registered, licensed and inoculated as required by law.
- d) No Unit Owner, resident or guest shall allow their dog or cat to wander freely in the Limited Common Elements or Common Elements at any time.
- e) Pet owners are responsible for picking up their animal's waste in all areas, in compliance with the Louisville Metro "Pooper Scooper" ordinance.
- f) If an animal becomes obnoxious or aggressive to a Unit Owner, resident or guest, the owner or person having charge of the animal shall be given written notice by the Board or managing agent to correct the problem.
- g) No pet may be maintained in a Unit if it becomes a nuisance. Actions which will constitute a nuisance include, but are not limited to:
 - o An attack by the pet on a person.
 - o More than one unprovoked attack on other animals.
 - o Abnormal, unreasonable or excessive crying, barking or scratching.
 - o Fleas or other vermin infesting the pet, if not eradicated promptly after discovery of such infestation.
- h) Owners of pet(s) exhibiting continued offensive behavior, such as but not limited to:
 - o Non-leashing of pet(s) while outside the Unit,
 - o Not picking up animal waste,
 - o Excessive noise, nuisance or aggression,
 will be asked by the Board to remove the pet from the community permanently.

- 77. Pet owners are fully responsible for personal injuries and/or property damage caused by their pet(s), and shall indemnify the Board and all other Unit Owners for all losses, costs, claims and expenses, including, without limitation, reasonable attorney fees and court costs caused by such pet(s).
- 78. The keeping, breeding, boarding and/or raising animals of any kind, regardless of number, within any Unit is prohibited, except that this shall not prohibit the keeping of up to two small domestic pets, provided they are also not kept, bred or maintained for any commercial or breeding purpose.
- 79. Feeding of feral cats is not allowed.

Water

- 80. In non-emergency situations, if an owner desires or needs to make a plumbing repair or upgrade that would require the closing of water line that would affect more than just his/her Unit, he/she must obtain permission from the Board. The owner must then provide a notice to the other Unit Owners in that building, at least 24 hours prior to the water shutoff.
- 81. The Board can set water limitations when and if necessary, such as washing automobiles, watering the lawn and plants, bathing pets, filling children's play toys, etc.
- 82. The toilets and other water and/or sewer fixtures, pipes and/or other apparatus are to 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. A violation of this policy will not only result in a fine to the affiliated Unit Owner, but the cost of repairs will also be borne by the owner of the Unit 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.

Personal Property:

83. The Board and the managing agent are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the benefit of the Unit Owners. If packages, keys, money or articles of any description are left with the Board or the managing agent, it shall be at the sole risk of the Unit Owner. The Board and the managing agent do not assume any responsibility for loss or damage in such cases.
84. The Board, the managing agent and the Council of Co-Owners will not be liable or responsible for stolen deliveries off porches.

Maintenance Fees, Late Fees, Fines, Special Assessments, Liens, Foreclosure:

85. Monthly fees, as well as fines and assessments imposed by the Board, are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office, payable to the Brookley Place Homeowners Association (HOA). The association reserves the right to alter the fees, fines and assessments when necessary.
86. Any fee, fine or assessment not paid within 10 days of its due date shall be deemed delinquent and there shall be added a late charge in the amount of \$25.00, plus any management, notice, or administrative fees.
87. Violation of any rule/regulation will incur a \$100 fine per each occurrence, plus any management, notice, or administrative fees, plus subsequent legal fees.
88. A lien shall be filed against an owner of a Unit provided the said owner's monthly assessment fees are three (3) months in arrears. Likewise, a foreclosure may be filed against an owner after six (6) months, unless said owner has secured specific payment arrangements with the Board or managing agent. The Board, or the managing agent, acting on behalf of the Board, has the right to file such a lien without prior approval and /or vote of the Council of Co-Owners, provided the preceding criteria are met.
89. In the event of an owner's death, any maintenance fees, late fees, fines and special assessments shall be paid by the owner's estate until such time as ownership of the Unit is settled by law. Unpaid fees and obligations become a lien against the estate.

Leasing:

90. Condominium Units may be leased only with prior written consent from the Board.
91. As stated in the 9th Amendment to the Master Deed for Brookley Place, no Unit shall be used as rental property with the following exceptions:
- a) The Unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren),
 - b) The owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the Unit,
 - c) The owner moved to a nursing home or extended care facility, or
 - d) The owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of b, c or d above, a Unit may be leased or rented for a total period of time not to exceed one year and must comply with all reasonable rules of Board and to the following restrictions:

- a) A fully executed copy of any proposed lease shall be delivered to the Board within ten (10) days before the term is to begin; and
- b) Any such lease or rental agreement shall be subject to the Master Deed, the Amendments, the Articles, the By-Laws and these Rules and Regulations, as may be amended from time to time.

92. 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 Amendments, the Articles, the Bylaws, and the Rules and Regulations.

93. Unit Owners are responsible for ensuring that their residents, tenants and guests also abide by these polices set forth. The Unit Owner will be assessed fines for the actions of their residents, tenant and guests that violate any Brookley Place policy. When leasing has been approved by the Board, the Unit Owner is responsible for ensuring that the tenant(s) agrees to abide by these Rules and Regulations before the owner enters into a lessee/lessor relationship and that the tenant receives a copy when he/she moves in as well.