

RULES AND REGULATIONS
for
The Gardens of Hunters Ridge

THESE RULES AND REGULATIONS have been duly adopted by the Board of Directors (the "**Board**") for The Council of Co-Owners of Gardens of Hunters Ridge, Inc., a Kentucky corporation (the "**Council**") and shall be the initial rules and regulations for the residential condominium development known as The Gardens of Hunters Ridge (the "**Project**") in Prospect, Oldham County, Kentucky.

PREAMBLE

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 regime, 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 interest of all members and to make decisions on a sound financial 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 for Gardens of Hunters Ridge dated March 13, 2006, of record in Deed Book 863, Page 152, in the Office of the Clerk of Jefferson County, Kentucky, as amended from time to time (the "**Master Deed**"), the Articles of Incorporation of the Council of Co-Owners of Gardens of Hunters Ridge, Inc., as amended from time to time (the "**Articles**"), and the Amended and Restated By-Laws of the Council of Co-Owners of Gardens of Hunters Ridge, Inc., as amended from time to time (the "**By-Laws**"; these Rules and Regulations, the Master Deed, the Articles and the By-Laws collectively referred to herein as the "**Condominium Documents**").

1. **Definitions.** Except as otherwise defined herein, any capitalized terms shall have the meanings specified for such terms in the Master Deed. The term "**common areas**" as used herein shall mean the "**common elements**" of the Project, both limited and general.

2. **Residential Use.** Each condominium unit shall be used only for single-family residential purposes.

3. **Leases.** Condominium units may be leased, but any lease must be in writing, must be for a term of at least six months, and must be expressly made subject to the **Condominium Documents**, as the same 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 less than five (5)

business days prior to the commencement of the term of such lease. 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 Condominium Documents. 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.

4. **Common Areas.** No Owner or any other person may, without the prior written consent of the Board, place anything in the common areas of the Project 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 without the prior written approval of the Board: (a) trees, shrubs, flowers, plants, crops, or other landscaping materials, (b) decorations, including seasonal decorations, (c) personal property of any sort, (d) gasoline 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. If approval is given for Christmas decorations, all such decorations shall be removed from the exterior of any unit no later than the 10th day of January. If approval is given for other seasonal decorations, the Unit owner must remove them in the time specified by the Board. Anything placed or left in the common areas in violation of these provisions shall be at the sole risk of the Unit 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 Unit 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, agent or employee of the Council, the Board or any agent of the Board shall be under any obligation to remove or police the common areas, but they shall have the right, power and authority to do so. In addition, no work on vehicles, including without limitation changing oil, shall be performed anywhere in the common areas. Nothing shall be done that in any way affects the structural integrity of the buildings. All persons using the common areas or any part thereof 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, or agents, for or because 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. Each Unit owner shall defend, indemnify and hold harmless the Council, the Board, and their officers, employees, and agents, from any and all liability and any action of whatever nature taken by any tenants, guests, invitees, contractors, or licensees, arising out of the use of the common areas, 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, or agents in the operation, care or maintenance of such common areas. Any damage to any building, equipment or other portion of the common areas 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 the request of the Board.

5. **Parking.** All parking spaces are and shall remain common areas 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 common areas, except only in areas designated for parking. All permitted parking shall occur in such a manner as not to block any driveways or sidewalks. No trailer, camper, recreational vehicle, boat, or other large vehicle may be parked at any time on the condominium project except to load or unload or except wholly within a designated parking area. All vehicles shall be parked wholly within parking space lines. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common areas. Except in areas designated by the Board of Directors, vehicle repairs other than (a) emergency maintenance, (b) ordinary light maintenance (excluding fluid changes and other operations which might soil the common areas), and (c) normal cleaning (but only in areas designated by the Board), are not permitted in or on the common areas. 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 sole risk and expense of the Unit owner or vehicle owner. The Council and the Board are not responsible for any damage done to a vehicle towed from the Project. Additionally, neither the Council nor the Board are responsible for any loss or damage to a vehicle due to theft, collision or other event occurring on the Project.

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 Project. 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. Each Unit owner shall maintain his or her Unit in accordance with all applicable laws and codes in addition to the Condominium Documents any additional or more specific maintenance duties required by the Board.

8. **Nuisances.** No noxious or offensive or illegal trade or activity shall be conducted in any Unit or in the common areas of the Project, 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. Nothing shall be done that in any way disrupts the operation of the Project.

9. **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 of the Project, 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 an adult, and the owner or handler of such pet

must clean up and remove any animal feces from any common areas 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. All pets must be registered and vaccinated if required by law. Documents evidencing this must be made available to the Board or Council upon request. Unit owners must comply with all state and local laws or ordinances pertaining to pets and/or their ownership. No pet may be kept or maintained in a Unit if it is or threatens to become 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 Project. 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 reasonable attorney fees and other court costs, caused by such pets.

10. **Receiver/Transmitters.** No antenna, 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 of the Project, 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, 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, GHR Developers, LLC, as the developer of the Project (the "Developer"). may, until all Units have been sold, erect larger signs when advertising the Project 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 during construction of Units.

12. **Trash.** No common areas 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 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 8:00A.M. and 9:00P.M. Each Unit owner is responsible for the proper removal of trash, debris, crating or boxes related to that Unit owner's move.

15. **Appearance.** All window treatments shall have a white backing or be such that the view from outside of the Unit is white.

16. **No Soliciting.** Solicitors are not permitted. Any Unit owner who is contacted by a solicitor on the Project property is requested to notify the managing agent of the Council.

17. **Entry into Units.** The Council or the managing agent for the Council shall not cause a master key system to be used for Units in the Project; provided, however, that each Unit owner shall provide the Council or its managing agent with a working copy of any key(s) required to gain entry into any Unit. These key(s) (the "emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Council or its managing agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other emergency condition which is likely to adversely affect the common areas or other Units. The Council or its managing agent shall establish and implement, subject to prior approval of the Board, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those stated above. Neither the Council nor the Board shall have any liability to any Unit owner for failure to enter any Unit in the event of any emergency, and no such liability shall be assumed by the Council or the Board by reason of its possession of emergency keys.

The agents of the Board, the Council or its managing agent, and any contractor or workman authorized by the Board, the Council or its 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.

18. **Limits on Certain Activities.** Employees and agents of the Council are not authorized to accept packages, keys (other than "emergency keys"), money, or articles of any description from or for the benefit of a Unit owner. If packages, keys other than emergency keys (whether for a Unit or an automobile), money, or articles of any description are left with the employees or agents of the Council, the Unit owner assumes the sole risk therefor and the Unit owner, not the Council, shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council does not assume any responsibility for loss or damage in such cases. Deliveries requiring the Council or its managing agent to provide entrance to a Unit will not be accepted.

19. **Payments.** Charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified in the Condominium Documents. Payment shall be made at the office of the Council's managing agent by check or money order, payable to the order of the Council, or otherwise as the Board may direct. Cash will not be accepted.

20. Suspension of Right to Use Recreational Facilities. In addition to all other rights which the Council or the Board has for nonpayment of assessments, the Board shall have the right to bar the use by a Unit owner of any of the common areas for failure to make payment of any assessments or fees due as provided for in the Condominium Documents.

21. Enforcement Policies and Procedures.

a. A complaint which alleges a violation of any of the Condominium Documents may be initiated by the Board, the managing agent for the Council, or any Unit owner and shall be based upon personal observation, either visual or aural. The complaint shall be in writing and must be submitted to the Board or the Council's managing agent, if so designated by the Board. Complaints shall be made as soon after the alleged violation as possible and shall include the following:

(1) the name, address, and phone number of the complaining Condominium Unit Owner;

(2) the name and address of the Condominium Unit Owner against whom the complaint is made;

(3) the specific details or description of the alleged violation, including the date, time, and location of such violation;

(4) photographs of the violation, if possible; and

(5) the signature of the complaining Condominium Unit Owner and the date on which the complaint is made.

b. The Board shall investigate each alleged violation to determine if a violation did occur. The Board will notify the accused Unit owner of the alleged violation in writing, and the notice will contain the following information:

(1) specific details of the alleged violation including the date, time and location where the alleged violation occurred;

(2) the possible fines or penalties that the Board can consider or must impose for such a violation; and

(3) information on how the accused Unit owner may request a hearing before the Board concerning the alleged violation, including the last date by which a request for a hearing must be received.

c. The accused Unit owner must send the Board a written request for a hearing by the date specified in the violation notice. The Board will conduct the hearing at a date and time set by the Board, but in no event later than thirty (30) days after the request for the hearing is made. At the hearing, the Board will hear and consider

arguments, evidence, or statements regarding the alleged violation. The complaining Unit owner may be required to provide evidence and testimony related to the violation. Following a hearing and due consideration, the Board will issue its determination regarding the alleged violation. The decision of the Board will be final and binding on all involved parties. Generally, the Board will make its determination immediately following the hearing and advise the accused Unit owner of its decision at that time. However, if additional information is needed, the determination will be made at a later date and all involved parties will be notified of the determination at a later date in writing. If no request for a hearing is filed within the prescribed period of time, a hearing will be considered waived and the allegations contained in the notice of violation will be deemed admitted and any prescribed remedy will be instituted. Failure of an accused Unit owner to attend a requested hearing without advance request to change the hearing date will be deemed a waiver of the hearing and the allegations contained in the notice of violation will be deemed admitted and any prescribed remedy will be instituted. In the event the Board must make an immediate determination on a complaint before a hearing may be held (as allowed under subsection 21(d) below), and such determination results in a fine being levied against the accused Unit owner, such fine will not become due until the Board has held a hearing on the matter if requested by the accused Unit owner. However, other legal or equitable remedies may be pursued by the Board during this time.

d. Except as otherwise specified in other provisions of the Condominium Documents, if the Board determines that a violation of any provision of the Condominium Documents has occurred, it shall have available to it all the remedies provided under the Master Deed or other Condominium Documents, and the Board may select whichever remedy it decides is reasonable for the violation, in its sole discretion. In addition to any fine or other penalty assessed for a violation, a Unit owner will be responsible for the costs associated with the violation, including but not limited to repair of damaged property and any attorney's fees or other fee incurred by the Board in connection with the violation.

e. In cases of violations that are (i) immediate health or safety violations, (ii) blatant and intentional disregard for the provisions of the Condominium Documents, or (iii) continuing or repeated violations, the Board may dispense with the notice and hearing provisions set forth herein and may immediately make its determination and impose a penalty.

f. 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 of the Council.

22. **Waivers.** A Unit owner may apply to the Board or the Council's 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 Project was formed or present a material adverse risk to the Council, the Project, or the other Unit owners.


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Certificate of Adoption

The undersigned Secretary of the Council hereby adopts the foregoing as the Rules and Regulations of THE COUNCIL OF CO-OWNERS OF GARDENS OF HUNTERS RIDGE, INC. as of the 29th day of June, 2009.

THE COUNCIL OF CO-OWNERS OF GARDENS OF
HUNTERS RIDGE, INC.,
a Kentucky non-profit corporation

By:



MATT WILLINGER
Secretary