SCHEDULE TO THE BYLAWS (RULES AND REGULATIONS) OF

THE WOODS OF CRESCENT HILL CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC

Initial Rules and Regulations

Adopted as of January 31, 2002

- 1. No part of the Project shall be used for other than housing and the related common purposes for which the Project was designed. Each Unit shall be used as a residence for a single family and for no other purpose.
- Except for the construction, sales and management activities of the Developer, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, non-profit, charitable or otherwise, designed for the distribution of profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the Project. To the extent permitted by applicable law, a Unit owner may use a portion of his or her Unit for an office or studio (other than as a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant of a Unit; and provided further that such activities do no increase the normal flow of traffic or individuals in and out of the Project or in and out of said owner's Unit, or result in any extra vehicles being parked within the Project. Examples of such permitted usage would include an author, painter or any professional bringing papers home from an offsite office to work on after normal business hours.
- 3. Each Owner of a Unit shall maintain liability insurance and casualty insurance upon the Unit and its contents equivalent from time to time with the coverage (including risk insurance) maintained upon the Common Elements of the Project. Such insurance shall name the Association as an additional insured. In addition, the policy or policies, or duly executed certificates for them, together with satisfactory evidence of payment of the premium thereon, shall be provided to the Association within thirty (30) days of Owner's purchase of a Unit, and upon each renewal of such policies.
- 4. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Project except at such location and in such form as shall be determined by the Board of Directors. The right is reserved by Developer and its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Developer shall have the right to use any unsold Unit or Units for office, sales or display purposes. Developer shall have the right to rent or lease any unsold Units on such terms and conditions as it deems appropriate.

DB 0 7 8 2 2 PG 0 7 0 6

- 5. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Directors except as herein expressly provided. Each Unit owner shall be obligated to maintain and keep his own Unit, its windows and doors, and the patio or balcony which is a Limited Common Element reserved for the use of his Unit, in good, clean order and repair.
- 6. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on any Project building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit owner shall permit anything to be done or kept in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on a building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or Limited Common Elements.
- 7. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building or otherwise hung so as to be visible from any of the Common Element areas. In addition, no sign, awning, canopy, shutter, radio, television or satellite antenna or dish, or any other transmitting or receiving device, shall be affixed to or placed upon the exterior walls or roof of any part thereof or otherwise located on any part of the Common Area, without the prior consent of the Board of Directors in its sole discretion.
- 8. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- 9. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in any part of the Project, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board of Directors, provided that they are not kept, bred, or maintained for any commercial purpose, and any pet permitted under this section when outside the confines of the owner's Unit must be kept on a leash and accompanied by a responsible person and kept as required by law or ordinance, and such person accompanying the pet shall pick up all of such pet's solid waste and dispose of it in a closed plastic bag or other plastic container within the Unit or the Project's dumpster; and provided further that any such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the Project upon three (3) days written notice from the Board of Directors.
- 10. No noxious, offensive or illegal activity shall be carried on in any Unit or on the Project, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants, or constitute waste at common law.
- 11. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of any Project building or which would structurally change any such building, except as otherwise provided herein.

- 12. There shall be no storage or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, or other personal Project on any part of the Common Elements or Limited Common Elements without the prior consent of, and subject to any rules or regulations of the Board of Directors.
- 13. Nothing shall be altered on, constructed in, or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board of Directors.
- 14. Drapery backing in a building (which is visible from the outside) shall be of an "off white" color, and shall be approved by Developer and, subsequently, by the Board of Directors.
- 15. The appearance of locks and door knobs on all entrance doors to each Unit shall not be changed without first obtaining permission from Developer or the Board of Directors. Any added locks shall match the existing locks and door knobs in appearance.
- 16. All garbage, be it wet, solid or otherwise, must be placed in plastic bags securely fastened before disposing of same in the Project garbage dumpster(s). All garbage cans shall be kept within the Units and located so as to be concealed from the view of neighboring Units and the Common Area.
- 17. No trailer, commercial truck, house trailer, boat, boat trailer or rack, mobile home, or movable housing unit of any type (even if temporarily immobile) may be parked on the parking or other Common Area of The Woods of Crescent Hill for more than 24 hours or as otherwise limited by the Board of Directors, except for temporary maintenance vehicles and trucks making deliveries. The Developer, and the Board of Directors upon assignment of right by the Developer, shall have the right to limit the number of vehicles which each Unit owner may have present on the Common Area or otherwise within the Project (although no less than one per Unit), and to assign specific parking spaces, in its sole discretion.
- 18. No auction, estate or garage sale, or other sale, whether public or private may be conducted within the Common Areas of the Project or in the improvements thereon, without the prior written consent of the Board of Directors.
- 19. Parking along the private streets within the Project which obstructs the flow of traffic, is expressly prohibited.
- 20. The Association will undertake snow and ice removal efforts from private streets and parking areas only when there has been an accumulation of at least two inches, but makes no warranty and assumes no liability with respect thereto.
- 21. No Unit owner shall do any planting or make any change in the easement areas or the exterior of any Unit without the prior written consent of the Board of Directors. It shall be the responsibility of the Association to maintain the landscaping located in the Common Area,

including along any perimeter property boundaries, and to comply with any applicable approved landscaping plans for the Project.

22. No grills (gas, electric or otherwise) shall be placed on or about the premises of a Unit or its balcony/patio or on any Common Areas of the Project, provided, however, that the Association may, from time to time, designate an area within the Common Areas of The Woods of the Project where a grill may be operated by a Unit owner.

Crescent Hill By Laws 020502

END OF DOCUMENT

Document No.: DM2002031434
Lodged By: goldberg
Recorded On: 02/15/2002 03:49:10
Total Fees: 102.00
Transfer Tax:
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: CARHAR