

RULES AND REGULATIONS OF
RIVER FOREST COURTYARD HOMES

(A) General

- (1) River Forest Courtyard Homes Council of Co-Owners, Inc. (the "council"), acting through its Board of Directors on behalf of all of the unit owners of River Forest Courtyard Homes, has adopted the following Rules and Regulations (the "regulations") to govern, in part, the operation of River Forest Courtyard Homes, the master deed for which is of record in Deed Book 6845, Page 568, in the office of the county clerk of Jefferson County, Kentucky (certain terms used in these without definition have the meanings set forth for them in the master deed). These regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the bylaws of the council.
- (2) Wherever in these regulations reference is made to "unit owners", such term shall apply to the owner of any unit within River Forest Courtyard Homes. Wherever in these regulations reference is made to the "council", such reference shall include the council and any managing agent for River Forest Courtyard Homes when the managing agent is acting on behalf of the council.
- (3) The unit owners shall comply with all the regulations hereafter set forth governing the units, buildings, building entrances, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project.

(B) Restrictions on use

- (1) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as expressly permitted under the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any unit owner in any manner without the pre-approval of the Board of Directors. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy units. The building entrances shall be used for no purpose other than for normal transit. No unit owner shall enter upon the roofs of any of the buildings, without the prior consent of the Board of Directors or managing agent and no antennas, satellite dishes, or other devices for transmitting or receiving electronic, microwave, or similar signals or any other structure, equipment, or other similar items may be placed on any roof or in any portion of the common elements. Satellite dishes may be mounted to a pole placed in a container and placed on the patio only and shall not exceed the height of the patio fence.

- (2) Nothing shall be done or kept in any if the common elements which will increase the rate of insurance for the buildings or contents thereof without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or inflammable material may be kept in any unit or garage. No waste shall be committed on the condominium project. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction over the same, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.
- (3) All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere. Paint is not to be disposed of in the trash receptacles. Cigarette butts and cigar tips shall be disposed of in proper receptacles within the smoker's unit or in the receptacles located on the Clubhouse patio and front porch.
- (4) Except in the recreational areas designated as such by the Board of Directors, playing or lounging shall be limited to the patio or ground around the unit belonging to the participants. Baby carriages, bicycles, playpens, wagons, toys or other such personal property shall not be left unattended in the common or limited common areas, the entrance of the units, parking areas, sidewalks lawns, or elsewhere on or within the common or limited common elements.
- (5) The toilets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes, feminine hygiene products, diapers or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of such apparatus shall be borne by the unit owner 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.
- (6) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors or windows thereof any dirt, water or other substance including chemicals and paint that are required by law to be taken to city/county hazardous waste facilities.
- (7) Nothing shall be done to or in any unit or in the common elements (whether general or limited) which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or

separated from the common elements, except upon prior written consent of the Board of Directors.

- (8) No improper, unlawful, noxious, or offensive activity shall be conducted in any unit or on the common or limited common elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to the other unit owners or occupants of the units. No unit owner shall make or permit any unreasonably loud or disturbing noises in any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.
- (9) No sign or other window displays or advertising shall be maintained or permitted on any part of the condominium project or in any unit, except that unit owners, the declarant, the Board of Directors, or the managing agent and any mortgagee who may become the owner of any unit, may place (1) "for sale" sign in the yard of a unit for the purpose of selling but in no event will any such sign be larger than one foot by two foot nor shall it contain any material considered offensive by the Board of Directors in its discretion (and any sign in violation thereof shall be forthwith removed upon notice from the Board of Directors). No realtors' signs will be permitted at the entrance to the condominium project. It shall be the unit owner's responsibility when placing their unit in line for sale, to notify the realtor that any information regarding the sale of the unit must be placed in the clear boxes mounted to the exterior of the Clubhouse. A sign has been placed at the entrance to the condominium project that will direct interested buyers to the clubhouse for unit sales information. Realtor's "open house" and "directional" signs may be placed at the entrance to the condominium project and in the yard of the unit the day before the open house and must be removed at the end of the open house.
- (10) Without limitation, laundry, clothing, rugs, awnings, canopies and towels shall not be hung on the patio fence or any other part of the common or limited common elements. Under no circumstances shall any exhaust fan, air conditioning apparatus or other items be installed by the unit owner beyond the boundaries of the unit. No clothes line, clothes rack or any other device may be used to hang items on any window nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors.
- (11) Solicitation either in person or by items placed in mailboxes or paper boxes is not permitted. Any unit owner who is contacted by a solicitor on the property shall ask the solicitor to leave the property as permitted by the "trespassing warning" and "no solicitation" signs posted on the property.
- (12) No unit shall be used for any unlawful purpose and no unit owner shall do or permit

any unlawful act in or upon a unit.

- (13) All window treatments shall have a white backing or be such that the view from outside of the unit is white.
- (14) Garage sales are allowed however, items for sale must be kept within the garage area or on the patio. Nothing is to be placed on the driveway or in the grass. "Garage Sale" signs may be placed at the entrance and in the yard of the sale on the morning of the sale and must be removed by the end of the same day.
- (15) Unit windows that have been tinted with sun protection or have been replaced by the unit owner are no longer covered by the Home Owners Association. Awnings are not allowed to be installed over windows or doors.

(C) Landscaping and Decoration Guidelines

The following guidelines have been written based on a survey of residents conducted in 2001 and modified based on current events and trends. Many of these guidelines are made based on insurance, safety and maintenance regulations and restrictions. **PLEASE NOTE:** Insurance regulations prohibit placing anything in the grass around your unit or cutting the grass around your unit. Landscapers have been given firm instructions to cut ALL grass regardless of a unit owner's complaint or request. **REMINDER:** It is the unit owner's responsibility to remove anything obstructing access to the fence, gate or doors before maintenance or painting is done. Outside decorations should be kept to a minimum and in good taste. Excessive items hanging on the fence will damage the paint and require more frequent maintenance; less is more.

The following items are ALLOWED:

- 1. Flowers may be planted in flower pots or in the flower bed around the unit however, they are not to grow to a height above windowsills. Flowers are not allowed to be planted around trees or on the fence. Care, maintenance, insect control and removal are the unit owner's responsibility.
- 2. Flower pots
- 3. Shepherd's hooks
- 4. Bird Feeders (hummingbird feeders only; feeding ducks and geese is prohibited)
- 5. Bench or chairs on front porch
- 6. Ceramic, glass or wooden statues or figurines are allowed to be placed in the flower beds, front porch or sidewalk. They are not permitted on the driveway, lawn or around trees.
- 7. Wind chimes (not to be hung in the trees)
- 8. House numbers on fence

9. Tile, rock or plastic borders between the landscaped area and sidewalk ONLY. Borders should be maintained and kept in good condition; plastic borders should be removed if broken or not standing upright.
10. Decorative items mounted to exterior brick (with pre-approval from the Board of Directors)
11. Additional lighting (i.e., hard wired or solar lights (placed in the landscaped area around the unit only). Lights should be kept in good working condition or removed.
12. Seasonal decorations (other than Christmas) are limited to (2) two weeks prior and (1) one week after the holiday.
13. Garden hose caddie placed on the side of the house in the landscaped area behind the shrubbery or mounted to the brick (not the vinyl siding) in the same area. **Hoses cannot be left unwound or wound lying in the landscape areas, on porches or sidewalks or in the grass.**
14. Trellises in the flowerbed are allowed however they cannot be attached to the fence.

***Per the River Forest bylaws, Christmas decorations must be taken down by no later than January 10th.**

The following items are NOT ALLOWED:

1. Artificial flowers "planted" in flower beds
2. Vegetables, fruit or other types of produce are not allowed to be grown in the flower beds. They may be grown in flower pots on the patio ONLY.
3. Flags (other than the American Flag) mounted to the fence or house
4. Bird baths
5. House numbers mounted above the garage or anywhere on the vinyl siding.
6. Anything mounted to or hung from the vinyl siding
7. Name on the fence, house or mailbox
8. Tile, rock or plastic borders around trees
9. Accent lighting fixtures placed in the grass
10. Political, contractor or other advertisement signs, other than real estate signage, placed anywhere on the property, including in the unit windows
11. Flower pots hung from the gutters
12. Pet tie-out stakes placed in the grass or attached to the fence or gate
13. Decorative items (other than holiday decorations) or flowers hung from or attached to mailboxes or mailbox poles.
14. Nails placed in door frames for the purpose of attaching lighting or decorative items
15. Planting additional trees or shrubs or the removal of existing trees or shrubs without the written consent of the Board of Directors.
16. Planting flowers, trees or shrubs in the common areas without the written consent of the Board of Directors.

(D) Pet Rules

1. No animals of any kind shall be raised, bred or kept in any unit or on the common elements, except that dogs, cats or caged birds (not to exceed one per unit without the prior approval of the Board of Directors) may be kept in a unit, subject to compliance with the bylaws and these regulations.
2. No pet may be maintained in a unit if it becomes a nuisance. Actions which shall constitute a nuisance include, but are not limited to, an attack by the pet on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable crying, barking or scratching or fleas other vermin infesting the pet if not eradicated properly after the discovery of such infestation.
3. All pets must be kept up to date on vaccinations and tags.
4. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets, and shall (and do hereby) indemnify the council and all other unit owners for all loss, cost, claim and expenses, including without limitation, reasonable attorney fees caused by such pets.
5. At all times, pets must be leashed or carried when outside the unit or patio of the owner; leashes may not exceed a length which will permit close control of the pet. Pets let out without a leash will be subject to a \$25.00 fine per incident.
6. Owners of pets walked or staked upon the common or limited common elements must immediately clean up their pet's droppings. Failure to comply will result in a \$25.00 fine per incident.

(E) Parking and Storage

1. No personal property may be stored on the common elements including on the pool deck, swimming pool, park or Clubhouse patio. Any item(s) left at these locations will be discarded.
2. Should any member of the Council or an employee of the managing agent at the request of a unit owner move, handle or store any articles in or remove any articles there from or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case such member or employee shall be deemed the agent solely of the unit owner and not of the Council for such purpose. The Council shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Members of the Council shall be under no obligation to do or perform any of

the foregoing and this section is solely for the purpose of clarifying that the Council shall have no liability for any such action by any member of the Council or an employee of the managing agent.

3. No trailer, camper, recreational vehicle, commercial vehicle, boat, van or other large vehicle may be kept at any time on the condominium project, except to load or unload, and must be parked wholly within a garage so that a garage door can be shut. All vehicles shall be parked within parking space lines. No junk or derelict vehicles or other vehicle on which **current** registration plates are not displayed shall not be kept upon any of the common or limited common elements. 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 elements), and (d) normal cleaning (restricted to the unit driveway), are not permitted on the common elements.
4. All unit owners shall observe and abide by all parking and traffic regulations posted by the Council or by government authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense. Parking on the grass or partially on the grass, or within the court in front of a unit is prohibited. Guest vehicles that will not fit in a unit owner's driveway should be parked along the main road (River Forest Drive, River Terrace Drive or Forest Way Drive) and limited to one side of the road.
5. Parking in a manner which blocks sidewalks, mailboxes or driveways is not permitted. This includes the turnaround area located within the court.
6. If a unit owner has more than (2) two vehicles or has a vehicle that is too large to fit into the garage with another vehicle, may have (1) vehicle parked in their driveway. Overnight guests visiting for a limited period of time or caregivers may park in the unit driveway in addition to the unit owner's one vehicle.

(F) Entry into Units

1. The Board of Directors or Managing Agent shall not cause a master key system to be used for units in the condominium project. Each unit owner is advised to provide the Board of Directors with a key to their unit to be used only in emergency situations (fire, flood, etc.) which is likely to adversely affect the common elements or other units or to let the unit owner into their unit if they accidentally lock themselves out. These keys ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Board of Directors in a locked box located in the Board of Directors office located in the Clubhouse. If emergency entrance becomes necessary, (2) two Board of Directors members will enter the unit; no one will enter the unit alone. 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 noted above. The Council shall have no 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 by reason of its possession of emergency keys.

2. The Board of Directors or the managing agent, and contractors or workmen authorized by the Board of Directors or the managing agent may enter any room or unit with the owner present, at any time reasonably convenient to the unit owner (except in the case of emergency in which case entry may be immediate and without such permission) for the purpose of discharging their proper respective responsibilities, including without limitation, inspecting such unit for the presence of any vermin, insects, termites 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.
3. Employee 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 here any description are left with the employees or agent of the Council, the unit owner assumes the sole risk therefore and the unit owner, not the Council, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected herewith. The Council does not assume any responsibility for loss or damage in such case. Deliveries requiring the Council or Managing agent to provide entrance to a unit will not be accepted.

(G) Recreational and Common Facilities

1. 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 Council does not assume responsibility for any occurrence, accident or injury in connection with such use. Each unit owner waives any right to make any claim against the Council, it's 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 the recreational or common facilities. Each unit owner shall hold the Council harmless for any and all liabilities and any action of whatsoever nature by any guests, invitees or licensees of such unit owner arising out of the use of the recreational or common facilities, 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 or its agents or employees in the operation, care or maintenance of such facilities.
2. Any damage to the buildings, recreational facilities or other common or limited common elements or equipment caused by the unit owner or their guests or such unit owner's pet(s) shall be repaired at the expense of the unit owner promptly upon request from the council or any managing agent.

(H) Suspension of right to use Recreational Facilities

1. In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors shall have the right to bar the use by a unit owner of any the recreational facilities for failure to make payment of any assessments or fees due as provided for in the condominium documents.
2. The Board of Directors has the right to bar any unit owner from use of the recreational facilities for failure to comply with the rules for use of the facilities. The length of time for which the unit owner shall be barred shall be determined by the Board of Directors based on the severity of the offense.

(I) 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 relating to that unit owner's move-in or move-out. Dumpsters are not allowed to be parked in the unit driveway or the court turn around area.

(J) Council

1. Charges and assessments imposed by the Council are due and payable on the first day of each month unless otherwise specified. Payment shall be made by check or money order payable to River Forest Courtyard Homes by means of a coupon book or by automatic bank withdraws. Payment arrangements shall be made with the Property Management Company not with the Board of Directors. Board of Directors members are not allowed to accept any payment for either monthly maintenance fees or special assessments.
2. 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.
3. A unit owner may apply to the Board of Directors or Managing Agent for 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 purpose for which the condominium project was formed or present a material risk to the Council, the condominium project or the other unit owners.