

## PROJECT RULES

OF

Council of Co-Owners of the  
Creekwood Condominium Association, Inc.

The Board of Administration of the Council of Co-Owners for Creekwood Condominium Association, Inc. (hereinafter referred to as the "Board"), under authority conferred by both the Master Deed for Creekwood and the By-Laws of the Council of Co-Owners of the Creekwood Condominium Association, Inc., hereby adopts the following Project Rules (hereinafter referred to as the "Rules") for Creekwood (hereinafter referred to as the "Project"):

1. Wherever in these Rules there is reference to "Unit Owners," such term shall be intended to apply to the Unit Owner of any Condominium Unit, to his tenants in residence, and to any guests, invitees or licensees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the "Board," such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.
2. Nothing shall be done or maintained in any Condominium Unit or upon any common elements which would be in violation of any law.
3. No noxious or offensive activity shall be carried on within or outside any Condominium Unit nor shall anything be done or be permitted to remain in any Condominium Unit or on the common elements which may be or become a nuisance or annoyance to the other Unit Owners. Waterbeds are allowed in Condominium units only on the first floor.
4. Unit Owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their Condominium Unit sufficiently reduced at all times so as not to disturb other Unit Owners in any building.
5. Unit Owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises. Unit Owners shall not keep any gasoline or other explosives or highly inflammable material on the said premises or storage area.
6. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any Condominium Unit or upon any common element except where expressly authorized by the Board. Trash and garbage

containers shall not be permitted to remain in public view except at garbage pick-up points on scheduled pick up days. One waste carrier will be contracted by the association.

7. Unit Owners shall not suffer or permit anything to be thrown out of the windows on to the premises or grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of said windows.

8. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board.

9. No baby carriages, velocipedes, motorcycles, bicycles or other articles of personal property shall be left unattended on the grounds of the common elements.

10. The entrances, doorways, steps, and approaches thereto shall be used only for ingress and egress.

11. No structure of a temporary character, trailer, tent, shack, barn, doghouse or other outbuilding shall be maintained upon any common elements at any time.

12. No clothing, laundry, rugs, wash or any other item shall be hung from or spread upon any window, patio area or exterior portion of a Condominium Unit or in or upon a general common element.

13. All personal property placed in any portion of a Condominium Unit or any place appurtenant thereto shall be at the sole risk of the Unit Owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

14. The maintenance, keeping, breeding, boarding, and raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Condominium Unit or upon any common elements, except that this shall not prohibit the keeping of a small dog (not to exceed 30 lbs.), cat, and caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Areas within the regime may be designated as the sole areas for the curbing of animals. Provided, however, each owner shall be responsible for cleaning up and removing animal feces from any area of the condominium including the designated area. A fine of Fifty Dollars (\$50.00) per incident is hereby imposed upon the offending owner. In no event shall any animal be permitted in any of the common elements of the Project unless carried or on a leash. The owner of such animal shall indemnify the Council of Co-Owners of the Project and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. If a dog or other animal becomes obnoxious to other Unit Owners by barking, by elimination in un-designated areas (designated areas may be set by the Board) or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the Unit Owner,

upon written notice by the Board, shall be required to dispose of the animal. Any animals outside the condominium units shall be accompanied by their owner at all times. No tethering of any animals.

15. All persons shall be properly attired when present on any of the common elements.

16. Solicitors are not permitted on the Project without consent of the Board. If you are contacted by one, please notify the Board's office immediately.

17. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas. Fully maintained conversion vans, SUV's and Pick up Trucks shall be deemed to be an automobile for the purpose of this section. No vehicles on premises are to exceed 21 feet in length.

18. All Unit Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense with the cost of moving or towing being added as a part of the responsible Unit Owner's maintenance charge. Violators of traffic regulations committed within Creekwood may be subject to the levy of a fine of up to \$100.00 per incident by the Association.

19. No buses, trucks longer than 21 feet, motor homes, trailers or commercial vehicles shall be parked in the parking areas or in driveways, except for vehicles utilized for moving the contents of a unit, and other deliveries not to exceed six (6) hours in duration per one visit.

20. No boats, motorcycles or campers shall be parked or stored in parking areas.

21. Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Council of Co-Owners of the Project harmless for any and all damages or losses that may ensue.

22. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Unit Owner causing such damage.

23. The planting of plants, flowers, trees, shrubbery, and crops or landscaping of any other type is prohibited in the general common elements immediately adjacent to the Condominium Units without approval by the Board. All plantings within the limited common areas (patios or balconies) shall be the responsibility of the affected owner.

Provided, however, the Council of Co-Owners shall have the authority to properly maintain neglected limited common areas. The costs of such maintenance, after notice to the owner, shall become a special assessment against the affected unit.

24. Employees and agents of the Board 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 employees or agents of the Board, it shall be at the sole risk of the Unit Owner. The Board does not assume any responsibility for loss or damage in such cases.

25. Deliveries requiring entrance to a Unit Owner's Condominium Unit will not be accepted unless the Unit Owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received.

26. Should an employee of the Board upon the request of a Unit Owner handle move, park or drive any automobile placed in the parking area then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Board shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

27. Any damage to the equipment, facilities or grounds of the common elements caused by a Unit Owner, his family or pets shall be repaired at the expense of the Unit Owner.

28. In compliance with Section N of the Master Deed of Creekwood, each Unit Owner shall provide the Board of Administration with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty days notice to the Board prior to cancellation of insurance.

29. The Unit Owner shall comply with all the Project Rules hereinabove set forth and with any other Project Rules which the Board in its discretion may hereafter adopt.

30. No personal property shall be left unattended on the grounds of the common elements (i.e., all areas outside patio fences and building walls including driveways). This includes all personal property such as cooking grills, bicycles, patio or lawn furniture, etc. These items shall be kept either in the unit, in the garage, or inside the patio fence area.

31. All allowed vehicles (see #19 and #20 of the Project Rules) shall be kept in the owners designated parking spot or driveway, except that guests may use common parking areas for a reasonable time (not to exceed seven days).

32. Quarterly maintenance fees are due on the 1st of every quarter following

date of deed. There shall be a 10% late payment penalty assessed on any payment made on or after the 16th day of each quarter and another 10% penalty assessed each thirty days thereafter. Fees are not subject to credit or set-off without prior approval of the Council of Co-Owners.

Certificate of Adoption

The undersigned developer and owner of all units of the Project hereby adopts the foregoing as the Project Rules of the Council of Co-Owners of Creekwood Condominiums on this 9<sup>th</sup> day of MAY, 2002.

Council of Co-Owners of the  
Creekwood Condominium Association, Inc.

BY: Carl R. Ray

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CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 87 PAGE 47-50  
FILE NO. 1470

Document No.: DN2002096358  
Lodged By: gs closing  
Recorded On: 05/23/2002 02:13:01  
Total Fees: 82.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: CARHAR

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