

RULES AND REGULATIONS OF EASTGATE PROFESSIONAL PARK OFFICE CONDOMINIUMS

(A) General

(1) Eastgate Professional Park Office Condominiums Council of Co-owners, Inc. (the "association"), acting through its board of directors on behalf of all of the unit owners of Eastgate Professional Park Office Condominiums Council of Co-Owners, Inc., has adopted the following rules and regulations (the "regulations") to govern, in part, the operation of Eastgate Professional Park Office Condominiums, the declaration for which is of record in Deed Book 7190, Page 0337, in the office of the county clerk of Jefferson County, Kentucky (certain terms used in these regulations without definition have the meanings set forth for them in the declaration). These regulations may be amended from time to time or repealed by resolution of the board of directors enacted in accordance with the bylaws of the association.

(2) Wherever in these regulations reference is made to "unit owners," such term shall apply to the owner of any unit within Eastgate Professional Park Office Condominiums, to such unit owner's tenants, employees, agents, visitors, guests, invitees, or licensees, or the tenant of such unit owner. Wherever in these regulations reference is made to the association, such reference shall include the association and any managing agent for Eastgate Professional Park Office Condominiums when the managing agent is acting on behalf of the association.

(3) The unit owners shall comply with all the regulations hereinafter set forth governing the units, buildings, stairwells, building entrances, drives, grounds, parking areas, and any other common areas and facilities appurtenant to the condominium project.

(B) Restrictions on use

(1) No part of the condominium project shall be used for any purpose except for office use as permitted in the zoning district applicable to the property.

(2) There shall be no obstruction of the common areas and facilities. Nothing shall be stored on the common areas and facilities 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 areas and facilities shall be decorated or furnished by any unit owner in any manner. The common areas and facilities 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 of the units. The sidewalks, building entrances, and stairwells 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 areas and facilities, without the prior consent of the board of directors or managing agent.

(3) Nothing shall be done or kept in any of the common areas and facilities 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 areas and facilities 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 storage area. 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.

(4) All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere.

(5) The toilets and other water and sewer apparatus shall 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. The cost of repairing any damage resulting from misuse of any 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. Detergents and soaps shall be used only pursuant to manufacturer's directions.

(6) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, windows, or balconies thereof, any dirt, water, or other substance.

(7) Nothing shall be done to or in any unit or to or in the common areas and facilities (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 areas and facilities, except upon the 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 areas and facilities, 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) Except as permitted in the declaration or bylaws, no unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or the common areas and facilities appurtenant thereto, whether through or upon the windows, doors, or masonry of such unit. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas, or other items be installed by the unit owner beyond the boundaries of the unit. No device may be used to hang any items on any window, nor may such devices be used anywhere on the common areas and facilities except in such areas as may be specifically designated for such use by the board of directors.

(10) Only blinds with white backing may be used in windows. If draperies are used, they may only be used in conjunction with blinds as described herein so that there is a uniform appearance of white blinds from the exterior of all windows.

(11) 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.

(C) Parking and storage

(1) No personal property may be stored on the common areas and facilities except in storage areas designated as such by the condominium documents or by the board of directors. All personal property placed in any portion of the buildings or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner and the association shall in no event be liable for the loss, destruction, theft, or damage to such property.

(2) Should an employee of the association or the managing agent at the request of a unit owner move, handle, or store any articles in storage rooms or remove any articles therefrom or handle, move, park, or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent solely of the unit owner and not of the association for such purpose. The association shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Employees of the association 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 association shall have no liability for any such actions by any employee of the association or of the managing agent.

(3) 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 and facilities. 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 facilities), and (c) normal cleaning (but only in areas designated by the board), are not permitted on the common areas and facilities.

(4) All unit owners shall observe and abide by all parking and traffic regulations posted by the association or by governmental authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

(5) Parking in a manner which blocks sidewalks or driveways is not permitted. If any vehicle owned or operated by a unit owner or any tenant, guest, invitee, or licensee of any unit owner shall be illegally parked or abandoned on the condominium project, the association shall be indemnified and held harmless by such unit owner for any and all loss, claim, damage, or expense, including but not limited to reasonable attorney fees, that may ensue. Any such vehicle may be towed or removed by the association at the expense and sole risk of the unit owner. The association shall have no responsibility for damage to any vehicle so removed.

(D) Entry into units

(1) The association or managing agent shall not cause a master key system to be used for

units in the condominium project; however, each unit owner shall provide the association or the managing agent, and the association or the managing agent shall have the right to keep, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the association or 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 and facilities or other units. The association or managing agent shall establish and implement, subject to prior approval of the board of directors, 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 noted above. The association shall have no liability to any unit owner for failure to enter any unit in the event of an emergency, and no such liability shall be assumed by the association by reason of its possession of emergency keys.

(2) The agents of the board of directors or the managing agent, and any contractor or workman authorized by the board of directors or the 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.

(3) Employees and agents of the association 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 association, the unit owner assumes the sole risk therefor and the unit owner, not the association, shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The association does not assume any responsibility for loss or damage in such cases. Deliveries requiring the association or the managing agent to provide entrance to a unit will not be accepted.

(E) Common areas and facilities

(1) All persons using any of the common areas and facilities which are part of the common areas and facilities do so at their own risk and sole responsibility. The association 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 association, its servants, 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 common areas and facilities. Each unit owner shall hold the association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner arising out of the use of the common areas and 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 association or its agents, servants, or employees in the operation, care, or maintenance of such facilities.

(2) Any damage to the buildings or other common areas and facilities or equipment caused by a unit owner or such unit owner shall be repaired at the expense of the unit owner promptly upon request from the association or any managing agent.

(F) **Moving**

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.

(G) **Association**

(1) Charges and assessments imposed by the association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check or money order, payable to the order of the association or otherwise as the board of directors may direct. Cash will not be accepted.

(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 association.

(3) A unit owner may apply to the board of directors 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 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 purposes for which the condominium project was formed or present a material adverse risk to the association, the condominium project, or the other unit owners.

READ AND ACCEPTED:

Signature:

Name of Unit Owner:

Title:

Date:
