

# **RULES AND REGULATIONS OF GARDENS OF FERN CREEK ASSOCIATION**

**Revised March, 2012**

## **A. GENERAL**

1. Gardens of Fern Creek Association, Inc. (the "Council"), acting through its Board of Directors on behalf of all of the Unit Owners of Gardens of Fern Creek, has adopted the following Rules and Regulations (the "Regulations") to govern, in part, the operation of Gardens of Fern Creek, the Master Deed for which is of record in Deed Book\_\_, Page\_\_, in the office of the County Clerk of Jefferson County, Kentucky (certain capitalized terms used in these Regulations 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 These Regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Bylaws of the Council.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 Gardens of Fern Creek, visitors and to any guests, invitees or licensees of such Unit Owner. Wherever in these Regulations reference is made to the Council, such reference shall include the Council and any managing agent for Gardens of Fern Creek when the managing agent is acting on behalf of the Council.
3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the Units, Buildings, entrances, drives, grounds, parking areas and any other Common Elements appurtenant to the Condominium Project.

## **B. RESTRICTIONS ON USE**

1. Except as provided in Section II (D) of the Master Deed, no part of the Condominium Project shall be used for any purpose except housing and the other purposes incident thereto and for which the Condominium Project was designed.
2. 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. 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 of the Units. The sidewalks and Building entrances shall be used for no purpose other than for normal transit. No Unit Owner shall enter upon the roofs of any Building 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.

3. Nothing shall be done or kept in any of 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 storage area. No waste shall be permitted 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 have 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. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in Common Areas of the Buildings, building entrances, parking areas, sidewalks, or lawns or elsewhere on or within the Common Elements.
6. 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.
7. No Unit Owner shall sweep or throw from the doors or windows any dirt, water or other substance.
8. Nothing shall be done to or in any Unit or to 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 separate from the Common Elements, except upon the prior written consent of the Board of Directors.
9. No improper, unlawful, noxious or offensive activity shall be conducted in any unit or on the 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 the Buildings 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 the Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced

volume, no Unit Owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of midnight and the following 8:00AM if such operation shall disturb or annoy other occupants.

10. Except as provided in Article II (D) of the Master Deed, no industry, business, trade, occupation, or profession of any kind, commercial, religious, education, or otherwise, whether or not designed for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Project, nor shall any Unit be used or rented for transient, hotel, or motel purposes. 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 a "for sale" sign on Units for the purpose of selling the same, but in no event will any such sign be larger than one foot by two feet nor shall it contain any material considered offensive by the Board of Directors in its discretion (and any sign in violation hereof shall be forthwith removed upon notice from the Board of Directors).
11. Except for the "for sale" sign permitted by these regulations, no Unit Owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon the windows, doors, or masonry of such Unit.

The prohibition herein includes, without limitation, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or any other items. 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 Patio shall be enclosed or covered by a Unit Owner without the prior written consent of the Board of Directors.

12.

REVISED MARCH, 2012

The planting of plants, trees, shrubbery and crops of any type (this includes tomato plants) is prohibited anywhere on the Condominium Project. If found, item(s) will be removed by the Association. The planting of flowers is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors. No fences may be erected around or on the Common Elements without written consent of the Board of Directors.

REVISED SEPTEMBER, 2009

The Board of Directors has voted that plants and bushes in front of all Units front windows and porches shall be kept at two feet in height. The height of all other plantings will be determined by the Board of Directors and the Landscaper. The maintenance of all plantings in the Common Elements (which includes all flower beds) is the responsibility of the Association.

13. Solicitors are not permitted on the premises.

14. 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. 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 will 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 or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated defecation in areas of the Condominium Project other than any areas where such activity is permitted pursuant to express provisions of the Condominium Documents.
3. All pets must be registered and inoculated as required by law and registered with the office of the Council or managing agent for the Council.
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 expense, including with limitation, reasonable attorney fees, caused by such pets.
5. Pet must be leashed or carried; leashes may not exceed a length which will permit close control of the pet.
6. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas.

**D. PARKING AND STORAGE**

1. No personal property may be stored on the Common Elements 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 Council shall in no event be liable for the loss, destruction, theft or damage to such property.

2. Should an employee of the Council 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 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. Employees 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 actions by any employee of the Council or of the managing agent.
3. No trailers, campers, recreational vehicles, boats, vans or other large vehicles may be parked on the Condominium Project. 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 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 (c) normal cleaning 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 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, any member of such Unit Owner's family, guests, invitees, or licensees shall be illegally parked or abandoned on the Condominium Project, the Council 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 Council at the expense and sole risk of the Unit Owner. The Council shall have no responsibility for damage to any vehicle so removed.

**E. ENTRY INTO UNITS**

1. REVISION MADE IN MARCH, 2009

The Board of Directors voted the repeal and remove the previous Item E-1 because the Association did not need to enter any Unit for any reason without the Owner present. Therefore, in April, 2009 the spare keys provided by the Builder were returned to each Unit Owner.

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 the 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 Council are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a Unit Owner. If packages, keys, 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.

**F. RECREATIONAL AND COMMON FACILITIES**

1. All persons using any of the 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, 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 facilities. Each Unit Owner shall hold the Council 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 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, servants or employees in the operation, care or maintenance of such facilities.
2. Any damage to the Buildings, the Recreational Facilities or other Common Elements or equipment caused by a Unit Owner shall be repaired at the expense of the Unit Owner promptly upon request from the Council or any managing agent.

**G. SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES**

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 of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Condominium documents.

H. MOVING

Move-ins and move-outs are restricted to the hours between 8:00AM and 9:00PM. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to the Unit Owner's move-in or move-out.

I. 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 at the managing agent's office by check or money order, payable to the order of the Council, 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 Council.
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 a 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 Council, the Condominium Project or the other Unit Owners.

4/1/2012

# *The Gardens of Fern Creek Association, Inc.*

## **RULES AND REGULATION FOR USE OF THE COMMUNITY BUILDING AT 4910 HAMES TRACE**

**Property to be for the use of Unit Owners and their guests only.**

The fee for using the building has been established in order to offset the cost for wear and tear on the facility, supplies and utilities. You must pay a \$50 deposit when you pick up the key; when you return the key if the building has been cleaned and left as it was found, you will receive a \$25 refund.

Entry will be allowed 24 hours in advance of the function. Clean up and return of the key should be done within 24 hours of the event. The key should be picked up and returned to the person confirming the reservation.

The thermostat may be reset for the comfort of you and your guest a few hours before the event and should be turned back to the original setting when leaving the building.

You are responsible for returning the facilities to the same condition you found them.

- A) Removal of all trash and garbage from the premises is your responsibility.
- B) Spills must be cleaned up immediately to avoid accidents and permanent stains to the carpeting. Supplies for this can be found in the storage room.

**NO SMOKING IN THE BUILDING BY ORDER OF THE FIRE DEPARTMENT**

**NO ALCOHOLIC BEVERAGES ALLOWED ON THE PREMISES  
BY VOTE OF UNIT OWNERS.**

**You are responsible for your guest's actions.**

**Please respect your neighbors with regard to noise level and  
do not block other Owner's driveways.**