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RULES AND REGULATIONS OF
THE COTTAGES AT WESTPORT
COTTAGE COUNCIL OF CO-OWNERS, INC.

(A) GENERAL

(1) The Cottage Council of Co-Owners, Inc. ("council"), acting through its board of directors on behalf of all of the unit owners of The Cottages at Westport, has adopted the following rules and regulations (the "regulations") to govern, in part, the operation of The Cottages at Westport, the master deed for which is of record in deed book 6411, page 419, 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 master deed). These regulations may be amended from time to time or repealed by resolution of the board of directors in accordance with the bylaws of the council.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 The Cottages at Westport, to such unit owner's family, tenants (whether or not in residence), servants, employees, agents, visitors, and to any guests, invitees, or licensees of such unit owner, his family, or the tenant 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 The Cottages at Westport, when the managing agent is acting on behalf of the council.

(3) The unit owners shall comply with all the regulations, laws, ordinances, zoning, and other governmental regulations, hereinafter set forth governing the units, buildings, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project, including but not limited to the Master Deed, By-Laws, and these regulations.

(4) An owner of a unit is primarily and ultimately responsible for his or her own conduct and for the conduct of all of those defined as unit owner in (A)(2) of these regulations, whether in the condominium unit or on limited common areas or common areas. An owner of a unit is responsible for informing individuals defined as unit owners of these regulations.

(B) DUES

(1) All monthly assessment charges are due and payable on the first day of the month.

(2) Any payment received after the 15th of the month will incur a \$25 late penalty and subsequent payments will first be applied to any delinquent balance, including late payments. After a 30 day delinquency, the account may be turned over to an attorney for collection. .

(2) The unit owner will be responsible for the cost of collection, including, but not limited to lien preparation charge, filing fees, court costs, and reasonable attorneys fees.

(C) RESTRICTIONS ON USE

(1) Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which his or her unit is located, except by written permission of the Board. The Board may impose conditions on any approval it grants.

(2) 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 of the Board. Approval which may be given with the accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common elements affected thereby, provided that the Council shall not be responsible for any damage thereof resulting from its lawn maintenance.

(3) 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 any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or conveniences of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing devices in their 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 eight o'clock a.m. if such operation shall disturb or annoy other occupants.

(4) Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building 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 building 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 the 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.

(5) No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, 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.

(6) Trash and garbage containers shall not be permitted to remain in public view, except that the garage in sealed garbage cans may be placed at garbage pick-up points on scheduled pick-up days.

(7) 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.

(8) No unit shall allow anything to be placed in or hung from the outside of said windows including fans or air conditioning units. Special permission with time limitations can be obtained from the Board only when there is a health issue or mechanical problem that cannot be immediately repaired.

(9) 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, building entrances, and stairwells shall be used for no other 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.

(10) No unit owner shall feed and/or maintain feeders on their patios, decks, or balconies for domestic or wild animals.

(11) No basketball goal or similar item which may be an attractive nuisance shall be permitted on the common elements including road and sidewalk. Games or activities shall be permitted only if such activities do not interfere with the rights, comforts, or conveniences of other unit owners. Owners shall be solely responsible for any injury or damage done by them, their guest and invitees to any person or property while using the common elements.

(12) Every unit owner shall at all times keep his unit and any limited common element appurtenant thereto (including all windows) in a strictly clean and sanitary condition and observe and perform all laws and ordinances, now and hereafter made by any governmental authority or the Council applicable to the regime.

(13) No unit owner shall make or suffer any waste or unlawful, improper or offensive use of his unit or the regime property.

(14) No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any part of the common elements, except for one real estate, for sale or rent sign, not to exceed 3 feet by 2 feet in size.

(15) No solicitation of any type is allowed.

(16) No clothing, laundry, rugs, wash, or any other item shall be hung from or spread upon any window, patio area, or exterior portion of the condominium unit or in or upon a general common elements. No outside clothes lines shall be erected or placed anywhere in the condominium regime.

(17) All window treatments must be of usual and customary design and must be kept in good condition.

(18) All personal property placed in any portion of the 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 of such property. No personal property shall be left unattended on the grounds of the common elements or stored within public view.

(19) Any damage to the equipment, facilities, or the grounds of the common elements caused by a unit owner shall be repaired at the expense of the unit owner.

(20) No unit owner shall, without the written approval of the Board, install any wiring for electrical or telephone installations, television antenna, satellite, machines, air conditioning units, or other equipment whatsoever in the common elements or on the exterior of the building or protruding through the walls, windows or roof.

(21) Nothing shall be allowed, done, or kept in any units or common elements which would overload or impair the floors, walls, or roofs thereof. Load bearing walls may not be altered at any time.

(21) No fence shall be constructed or placed anywhere in the condominium regime without prior written approval of the Board. Any fenced area shall become a limited common element.

(22) No above ground swimming pool shall be placed in any common area.

(23) In compliance with the council's insurance requirements and Kentucky Fire Prevention Codes, it is the responsibility of all unit owners to make install and maintain smoke detectors within their individual units.

(24) Unit owners shall promptly report to the Board any defect or need for repairs which are the responsibility of the Council.

(25) No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be maintained upon any common or limited elements at any time except with written permission of the Board.

(D) LEASING

(1) Condominium units may be leased, but any lease must be in writing. A copy of the current lease on each unit must be delivered to the Board. All leases must contain names of all occupants residing in the unit. Owners shall remain fully responsible for all obligations of the Master Deed, Bylaws, and Regime Rules while their unit is leased and shall be directly responsible to the Board for any violations of these obligations by their tenants and/or occupants.

(2) The number of units owned by one person, organization, or parent company, for the purpose of rental, shall be limited to two.

(3) No more than fifty (50%) of the total units may be used for rental purposes.

(E) PETS AND ANIMALS

(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, without limitation, reasonable attorney fees, caused by such pets.

(5) Except in any designated pet exercise areas, pets 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 outside any authorized pet exercise areas.

(7) No dog houses, cages, or other structures used for housing animals may be erected or placed anywhere on the exterior of the unit.

(8) No animal may be chained or tethered.

(F) PEST CONTROL

(1) A unit owner must report any bug infestation to the Board upon discovery and take immediate action to treat and eliminate the infestation. It is the responsibility of the unit owner to treat and eliminate any bug infestation.

(G) INSURANCE

(1) The Council provides insurance for the common areas and structures only. All Co-Owners and any mortgagee shall maintain additional insurance against loss resulting from fire, vandalism, malicious mischief, windstorms, water damage and other hazards covered by the standard extended coverage endorsement at the Co-Owner's expense. Such coverage shall insure against said casualties in a minimum amount equal to the maximum insurance replacement value (i.e. 100% of replacement cost). Such coverage shall insure the interior of the Unit (including the drywall, bathroom, kitchen and laundry cabinets, fixtures and appliances, carpet, tile, water heater and individual air conditioners and furnaces). Such insurance should contain the same waiver of subrogation provision as set forth in Section 3(e) of the Bylaws. Each Co-Owner shall file a copy of said insurance with the Board at the time of closing of the Unit.

(H) PARKING, VEHICLES, ROADS AND STORAGE

(1) Each unit owner or owners shall be allowed a maximum of two (2) vehicles on the parking area which is allocated to their unit. No owner shall continuously or habitually park any vehicle on the street, within the condominium regime. In no event shall any vehicle be parked overnight on the street within the condominium regime. No vehicle of any type may be parked in the grass at anytime.

(2) Vehicle must have current license plate and be in operating condition. No auto repairing shall be permitted on the premises.

(3) All unit owners must observe and abide by all parking and traffic regulations as adopted by the Council and 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 to be added as part of the responsible unit owner's maintenance charge.

(4) No buses, commercial vehicles (lettered or not), motor homes, or trailers shall be parked in the parking areas or in the roadway. The definition of commercial use in the case of non-lettered vehicles will be determined by a majority vote of the Board.

(5) No boats or campers shall be parked or stored in parking areas, however, the Board may allow for temporary parking of such items provided that the parking is of a temporary and non-habitual nature. The request of the unit owner and permission of the Board must be in writing.

(6) Parking so as to block sidewalks or driveways shall not be permitted. Each unit owner expressly agrees that if he or she shall illegally park or abandon any vehicle, he will hold the Council harmless for any damages or losses that may occur.

(7) No velocipedes or bicycles shall be left unattended on the grounds of the common elements or stored within public view.

(I) ENTRY INTO UNITS

(1) Pursuant to Article V, Section 8(k) of the Bylaws a unit owner shall grant a right of access to his Unit to the managing agents and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the buildings or to correct any condition which violates the provisions of any deed of trust or mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the co-owners. In case of an emergency, such right of entry shall be immediate whether the Co-Owners are present at the time or not.

(J) MOVING

(1) Move-ins and move-outs should not interfere with the use and enjoyment of other unit owners.

(2) Damage caused by the move to any common area will be the responsibility of the unit owner. The unit owner is responsible for the removal of all trash, debris, crates, or boxes relating to the move.

(3) Move-ins and move-outs are restricted to 7:00 a.m. and 10:00 p.m

(K) COUNCIL

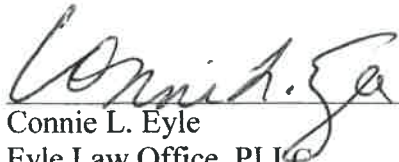
(1) Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made to the managing agent or to the board. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent or the council.

(2) A unit owner may apply to the board 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, for good cause shown, if, in the judgment of the board, 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 council, the condominium project, or other unit owners.

(L) NOTICE OF VIOLATION AND FINES

(1) The Board or its designee has the power to enforce these regulations and assess and levy fines for any violations thereof. Failure to enforce these regulations does not indicate a forfeiture of the right to do so in the future. Any violation of the regulations may result in the imposition of a fine or other assessment, denial of use or limitation of use of common areas,

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denial of voting rights, correction of the violation at the owner's expense or any other penalty or action as set forth in the Master Deed and Bylaws or as provided by law.

(2) A notice of violation will be sent directly to the owners address or hand delivered to their door, or both.

(3) Fines will be deposited into the council's operating account.

(4) Nonpayment of fines will be subject to late charges and liens.

(5) A progressive discipline and assessment system will be in effect for violation of any of the regulations, with the exception of a renting violation.

(a) First Offense of a regulation - a written warning from the board to the unit owner;

(b) Second Offense of the same rule - up to a \$25.00 assessment against the unit owner.

(c) Third Offense of the same rule - up to a \$50.00 assessment against the unit owner.

(d) Fourth Offense of the same Rule - up to \$100.00 assessment against the unit owner.

(e) Successive offenses of the same Rule - up to a \$200 assessment against the unit owner

(6) Any criminal act committed by unit owner on the condominium project resulting in conviction shall be grounds for the board, at its discretion, to assess a fine up to \$1,000 per person, per offense. The board shall be entitled to collect from the unit owner all costs incurred by the council with respect to such act.

(7) A unit owner is responsible to the council for any cost incurred by the council for violation of these regulations.

(M) DISPUTES

(1) The council is not required to get involved in any capacity in a dispute the council determines, at its discretion, is between two unit owners.

Reviewed and Approved:

Rhonda Sheehan
President

Inde C. Winters
Vice President

4/24/14
Date

4/24/14
Date

Jane Comer
Treasurer

4/22/14
Date

Document No.: DN2014057333
Lodged By: EYLE
Recorded On: 05/15/2014 11:02:02
Total Fees: 28.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: ANASHO

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