

RULES & REGULATIONS  
OF THE  
PROSPECT GLEN VILLAS  
CONDOMINIUMS

(As Amended June 24, 2008)



# RULES AND REGULATIONS OF PROSPECT GLEN VILLAS CONDOMINIUMS

Adopted from the original November 20, 2001 set and amended June 24, 2008.

Amendments are in bold italics

## A. General

1. Prospect Glen *Villas* Condominiums Council of Co-Owners, Inc. (the "council"), acting through its board of directors on behalf of all of the unit owners of Prospect Glen *Villas* Condominiums, has adopted the following rules and regulations (the "regulations") to govern, in part, the operations of Prospect Glen *Villas* Condominiums, the master deed for which is of record in Restrictions Book 8, page 1 in the office of the County Clerk of *Oldham 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 These regulations may be amended from time to time or repealed by resolution of the board of directors enacted in accordance with the by-laws of the council.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 Prospect Glen *Villas* Condominiums, to such unit owner's family, tenants (whether or not in residence), servants, 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 Prospect Glen *Villas* Condominiums 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, stairwell, building entrances, balconies, drives, recreational areas, grounds, and parking areas, and any common elements appurtenant to the condominium project.
4. *In order to ensure compliance with these regulations, the managing agent for the council shall be empowered to take the appropriate action necessary to enforce these regulations including, but not limited to, setting and collecting assessments for non-compliance, and if necessary, have the Association's attorney file a lien if payment is not received within 30 days after an assessment is presented to the owner.*

## B. Restrictions on use

1. There shall be no obstructions of the common elements. Nothing shall be stored on the common elements without prior *written* 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 units. The sidewalks and building entrances shall be used for no purpose other than for normal personal physical transit. No unit owner shall enter upon the roofs of any of the buildings without 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.
2. Nothing shall be done or kept in any the common elements which will increase to rate of insurance for the buildings or contents thereof without 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 (*including under the stairwells*) 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 damage or injury caused by 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. *All boxes shall be broken down flat before placing in the receptacles. No trash shall be set outside the unit doors (this draws ants and other insects).*
4. Except within patio and porch areas designated as limited common elements applicable to particular units or within common areas, if any, designated by the board of directors, no playing or lounging shall be permitted, nor shall playpens, bicycles, wagons, toys, benches, chairs, or other articles of private property be left unattended. There shall be no play equipment (for example, swing sets, sand boxes, pools, or jungle gyms) allowed in the common area.
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, or other articles not suitable to the intended use of such applications shall be thrown therein. The cost of repairing any damage resulting from misuse of any such appliance 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. *No paint brushes, rollers, trays nor cans shall be cleaned in or over parking lot drains or grates.*

6. No *resident* shall sweep or throw or permit to be swept or thrown from a unit's door or windows, any dirt, water, or other substance.
7. 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 separated from the common elements, 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 common elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to 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 device in their units sufficiently reduced at all times so as to not disturb other unit owners.
9. Each wall which is built as a part of the original construction of any building and placed on the dividing line between units shall constitute a party wall. Unit owners who make use of a party wall shall not be entitled to change or alter in any way said party wall (including, but not limited to, the installation of any devices which produces noise of any kind).
10. 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 a unit owner, the declarant, the board of directors, or the managing agent, and any mortgagee who may become the owner of any unit, may place one "for sale" sign per unit for the purpose of selling, but not leasing, same. In no event shall a sign be larger than two feet by three 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 removed upon notice from the *managing agent*). *"Open House Signs" shall be limited to three (3) signs; one at the entrance to the condominiums at Prospect Glen Way; one at the mail box area listing the address of the unit for sale; and one arrow sign pointing to the correct building. The size of these signs shall be limited to a maximum of three feet by two feet.*
11. Except for the "for sale" and "Open House" signs permitted by these regulations, no unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit, *including the patio rails*, or the common elements thereto, whether through or upon the windows, doors, or masonry of such unit. The prohibition herein includes, without limitations, "for lease" signs, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas, *large signs (such as happy 40<sup>th</sup> birthday)*, *inflatable figures*, or other items be installed by the unit owner beyond the boundaries of the unit. No clothesline, close rack, or other device, *including lamp posts*, may be used to hang any item on, nor may such device be used anywhere on the common elements except in such areas as may be specifically designated for such use by the board of directors.
12. The planting of plants, flowers, trees, shrubbery, and crops of any type is prohibited anywhere on the common elements without the prior written consent of the board of directors. *Potted seasonal flowers, hanging baskets, rail flower boxes and door wreaths shall be allowed on and in the patio area of a unit if not in the way of the maintenance personnel, and shall be safely secured.* No fences may be erected around or on the common elements except by the declarant or council board of directors to the extent not inconsistent with binding elements imposed as part of the original rezoning in Docket #9-55-00.
13. Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.
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.
15. All window treatments shall have a white backing or be such that the view from outside is white.
16. *Any holiday decoration* shall be removed from the exterior of any unit no later than *one week following the holiday. These decorations shall be tactful.*

### C. Pet rules

1. No animals of any kind shall be raised, bred, or kept in any unit or on the common elements, except dogs, cats, or caged birds (not to exceed two per unit without the prior approval of the board of directors) may be kept in a unit, subject to compliance with the by-laws 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, repeated barking, 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 in areas of the condominium project other than areas, if any, where such activity is permitted pursuant to provisions of the condominium documents, shall be caused for the Declarant or council board of directors to force removal of the pet from the condominium project.
3. All pets must be registered and inoculated as required by law and registered with the office of 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 loss, cost, claim, and expense, including, without limitations, reasonable attorney fees, caused by such pets; owners must obey and abide by all pet laws enforced by city and state (for example, licensing and required vaccinations, etc.).

5. Pets must be leashed or carried; leashes may not exceed a length which will permit close control of the pet. *(Deleted the first part of this sentence since we have no exercise area for pets)*

6. Owners of pets walked upon the common elements must promptly clean up their pet's dropping in all areas. *Pet defecation shall be limited to the grass areas at the rear of the buildings, not on the front lawn of buildings 1 (13100 series building), nor between building 5 (13200 series building) and the mail boxes, since these are the first areas seen by the public.*

#### **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 storage areas, if any, shall be at the sole risk of the unit owner, and the council shall in no event be liable for loss, destruction, theft or damage to such property.

2. Should an employee of the council or managing agent at the request of a unit owner move, handle, or store articles in or remove any articles there from or handle, move, park, or drive any automobile placed in the parking areas, then, and in the every such case, such employee shall be deemed the agent 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 the managing agent.

3. *No trailer, camper, recreational vehicle, boat, moving van, or other large vehicle may be parked at any time on the condominium project except to load or unload. All vehicles shall be parked wholly within the lined parking spaces, and no combination of vehicle and trailer shall be parked temporarily across two or more lined parking spaces. No junked, abandoned, or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements. Abandoned vehicles shall be subject to removal at the owner's expense. Vehicle repairs are not permitted on the common elements. Minor repairs for; (a) emergency maintenance, (b) ordinary light maintenance (fluid changes and other operations which might soil the common elements are not permitted) and (c) normal cleaning may be done at the owners lined space. (Parts of this section have been rearranged for clarity)*

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

5. Parking of any vehicle in any manner which blocks sidewalks or driveways is not permitted and will result in towing at owner's expense if a vehicle is parked in such a manner.

6. *All vehicles owned or operated by a unit owner, or any member of such owner's family, shall be parked under the assigned carport space(s), or open adjacent areas, for their unit. Additional parking has been provided for unit owners, visitors and guests of unit owners. All vehicles, including unit owner's vehicles incorrectly parked, shall be subject to removal at the owner's expense and sole risk of the owner of said vehicle. A vehicle shall be defined as a sedan, van, SUV, pickup truck, or motor cycle. Personal electric wheelchairs may be parked only in the owner's lined parking space.*

7. *Whenever possible, vehicles with mud shall be washed before entering the condominium parking areas. Mud covered vehicles shall not be washed on the common areas. This is necessary to prevent excess dirt on the parking areas and in the drainage system.*

8. *Only two (2) vehicles per licensed driver per unit shall be parked near the owner's unit. Vehicles in excess of this shall be parked in the eight (8) parking spaces near the mail boxes, and on the same side as the mail boxes.*

#### **E. Entry into units**

*Section E-1 has been deleted since there is no master key system.*

*Section E-2 became number 1 below.*

*Section E-3 became number 2 below. The term "other than emergency keys" was deleted from the section since there are no such keys.*

1. The agents of the council board of directors or the managing agent, and any contractor or workman authorized by the board of directors or 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 limitations, inspecting such unit for the presence of any vermin, insect, 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.

2. 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 other articles of any description are left with employees or agents of the council, the unit owner assumes the sole risk thereof 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 therewith. The council does not assume any responsibility for loss or damage in such cases. Deliveries requiring the council or the managing agent to provide entrance to a unit will not be accepted.

## **F. 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 conjunction 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 such action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner arising out of use of the 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, common elements or condominium equipment caused by a unit owner, owner's child, renter, renter's child or such owner's pet(s), or renter's pet(s) shall be repaired at the expense of the unit owner promptly upon request from the managing agent.*

## **G. Suspension of right to use recreational facilities or common elements**

In addition to all other rights which the council 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 common elements or common areas for failure to make payment of any assessment or fees due as provided for in the condominium documents.

## **H. Moving**

1. Move-ins or move-outs are restricted to the hours between 8:00 a.m. and 9:00 p.m. Each unit owner is responsible for proper removal of trash, debris, crating, or boxes relating to that unit owner's move-in move-out.

2. *Any damage done to the exterior of the buildings, patios, railings, stairs, walks, landscaping, or pavement caused during the moving process, shall be repaired at the expense of the unit owner promptly upon request from the managing agent. The use of moving vans, trucks, and/or 'PODS' for loading, unloading and moving shall be limited to a 48 hour period and shall be limited to the hours stated in 1., above.*

## **I. Council**

*Section I-3 has been deleted entirely. The rules and regulations are just that and shall not be waived.*

1. Charges and assessments imposed by the council are due and payable on the first day each month, unless otherwise specified. Payment shall be made to 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. *E-banking or direct withdrawal payment is allowed.*

2. Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the management agent or 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.