

RULES AND REGULATIONS
OF
Citation Pointe Condominium

Preamble

These **RULES AND REGULATIONS** (these "Rules") have been adopted by Citation Pointe Condominium Council of Co-Owners, Inc. (the "Council"), acting through its Board of Directors on behalf of all of the Owners of Citation Pointe Condominium, to govern, in part, the operation of Citation Pointe Condominium. Living in a condominium regime has features in common with three familiar forms of relationship – a government, a business, and a neighborhood. As with a government, the Council administering the condominium, which includes each Owner as a Member (voter), has the power to assess fees against Units and their Owners (like a tax) and the power to prescribe certain behavior when Owners and Occupants come into contact with each other (like a law). As with a business, the Council administering the condominium regime has a duty to take actions in the best interests of all Owners and Occupants and to make decisions on a sound fiscal basis. As with a neighborhood, Owners and Occupants must necessarily interact with others in the neighborhood and should always attempt to act in a fair and reasonable manner towards their neighbors to promote the common good of the neighborhood.

The Declaration of Master Deed for Citation Pointe Condominium (the "Master Deed"), together with the Bylaws of the Council, have been or will be filed in the Office of the Clerk of Fayette County, Kentucky. The words used in these Rules shall be given their normal, commonly understood definitions. Unless the context indicates otherwise, all capitalized terms used but not defined herein have the meanings ascribed to them in the Master Deed. From time to time, any of these Rules may be amended or repealed, and any new Rules may be adopted, by resolution of the Board enacted in accordance with the Master Deed and the Bylaws. In the event of a conflict, ambiguity, or inconsistency between these Rules and the Master Deed or Bylaws, the Master Deed or Bylaws shall control, in that order.

Wherever in these Rules reference is made to an "Occupant," such term applies to any person lawfully residing in a Unit, regardless of whether such person is an Owner. Wherever in these Rules reference is made to the "Board" or "Board of Directors," such terms shall include any Management Company acting on behalf of the Board.

Certain restrictions are set forth in Article 11 of the Master Deed, and not all of those restrictions are repeated here in their entirety. These Rules are intended to supplement such restrictions. The Master Deed and the Bylaws contain other requirements applicable to Owners and Occupants. Each Owner and Occupant shall comply, and shall cause the Owner's or Occupant's servants, employees, agents, licensees, visitors, and guests to comply, with the Master Deed, the Bylaws, these Rules, and all other Condominium Documents in the use and possession of any portion of the Condominium Property, including the Units, Garages, stairwells,

patios, decks, driveways, recreation facilities, grounds, parking areas, and any other Common Elements which are part of the Condominium Property.

Condominium Property

1. Nothing shall be done in any Unit, Garage, or in, on, or to the Common Elements, which may impair the structural or mechanical integrity of the Buildings or any improvements on the Condominium Property. Nothing shall be done or kept anywhere on the Condominium Property which would result in the cancellation of insurance for the Buildings or their contents or which would be in violation of any law, ordinance, or regulation. Nothing shall be done or kept anywhere on the Condominium Property which would increase the rate of insurance for the Buildings or their contents without the prior written approval of the Board.
2. No improper, unlawful, noxious, or offensive activity shall be conducted anywhere on the Condominium Property, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to other Occupants. No Occupant shall make or permit any unreasonably loud or disturbing noises or do anything or permit anything to be done which would unreasonably interfere with the rights, comfort, or convenience of other Occupants.
3. Toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such apparatus shall be disposed of therein. The cost of maintenance or repairing any damage resulting from misuse shall be borne by the Owner whose Occupant caused such damage.
4. Excessive use of soaps or detergents in any plumbing apparatus which may cause overflow of suds in any Unit is prohibited. Soaps and detergents shall be used only pursuant to manufacturer's directions.
5. Nothing may be swept or thrown from any doors, windows, or decks, including without limitation dirt, water, or any other substance.
6. All garbage and trash shall be placed in the proper receptacle designated for refuse collection, and no garbage or trash shall be placed elsewhere.
7. Solicitors are not permitted. Any Occupant who is contacted by a solicitor on the Condominium Property should notify the property manager.
8. Distributing materials or demonstrating (including picketing, marching, carrying signs, or gathering for the purpose of demonstrating) on the Condominium Property without the prior written consent of the Board is prohibited.

Common Elements

9. The Common Elements (except the Limited Common Elements) shall be used in common by Owners and Occupants and their agents, servants, customers, invitees, and

licensees, in accordance with the purposes for which they are intended, reasonably suited, and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units and Garages. Unless expressly provided otherwise in the Condominium Documents, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Owners and Occupants.

10. Those portions of the Common Elements described in the Master Deed or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Owners or Occupants of the Unit or Units served by the same, and shall be used only for the purposes intended and subject to the other provisions of the Master Deed and these Rules.
11. There shall be no obstruction of the Common Elements without the prior approval of the Board.
12. No personal property may be stored anywhere on the Common Elements.
13. Except as may be permitted elsewhere in these Rules for Limited Common Elements, no portion of the Common Elements shall be decorated or furnished in any manner by any Occupant.
14. Sidewalks, Building entrances, stairwells, and corridors shall be used for no purpose other than for normal transit.
15. No Occupant may enter upon the roof of any Building without the prior approval of the Board.
16. Except in the recreation areas designated as such by the Board, no playing or lounging shall be permitted, nor shall baby carriage, bicycles, playpens, wagons, toys, trampolines, benches, chairs, or other articles of personal property be left unattended in stairwells, corridors, Building entrances, parking areas, sidewalks, lawns, or elsewhere in the Common Elements.
17. Planting of flowers, plants, trees, shrubs, or crops of any kind is prohibited anywhere on the Common Elements without the prior approval of the Board. No fences (including invisible dog fences) may be erected around or on the Common Elements except by the Council.
18. No vehicles shall be parked in any driveway, and, except for vehicles belonging to guests or service or delivery persons lawfully present on the Condominium Property, no vehicles shall be parked in any parking spaces designated as guest parking spaces.
19. No inoperable vehicle shall be parked on the Common Elements. Permitted vehicles include passenger cars, compact light duty trucks (up to $\frac{3}{4}$ ton), minivans, and motorcycles. Recreation vehicles (such as boats, larger vans, larger trucks, campers, or trailers) are expressly prohibited anywhere within the Common Elements. The major repair or extraordinary maintenance of cars or other vehicles may not be carried out

anywhere within the Common Elements. No commercial vehicle (including taxicabs and trucks used for business purposes, *i.e.*, those having signs or ladder racks) shall be kept upon the Condominium Property unless parked in a Garage. Notwithstanding the foregoing, vehicles being used for the purpose of construction, delivery, or repair work to any portion of the Condominium Property may be permitted to be parked on the Common Elements during working hours, but shall not be parked overnight. No more than two vehicles per Unit may be parked on the Surface Parking Areas at any time without the prior approval of the Board. Vehicles parked in violation of these Rules are subject to towing at the expense of the owner of the vehicle. This paragraph does not apply to the activities of Developer during its initial construction of improvements on the Condominium Property.

20. All persons using the Common Elements do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence or accident within the Common Elements.
21. No workout equipment shall be placed in any workout area that is part of the Common Elements except that owned by the Council.
22. Smoking is not permitted in any Common Elements within a Building.
23. Occupants shall comply with all posted rules applicable to use of the swimming pool, clubhouse, and other recreation facilities, if any.

Patios and Decks

24. Umbrellas are not permitted on patios and decks. The United States flag may be displayed in accordance with any of the following: (a) the patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the U.S. flag; (b) the recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998); or (c) any federal law, proclamation of the president of the United States or the governor, section of the Revised Statutes, or local ordinance or resolution. No flagpole may exceed four feet in length. Nothing else may be hung, displayed, or exposed on the exterior of the Units or the patios and decks. This prohibition includes without limitation laundry, clothing, rugs, awnings, flags (other than the U.S. flag), banners, signs, canopies, shutters, or any other items.
25. No indoor/outdoor carpeting is permitted on patios or decks. Outdoor area rugs are permitted as long as they are neutral in color.
26. Planters are permitted on decks, as long as (a) there are no more than five planters on any deck; (b) there are no more than two planters exceeding 18" in diameter on any deck; (c) no planter exceeds 24" in diameter; and (d) the height of the plant does not extend above the railing. No hanging plants are permitted on patios or decks.
27. Patios and decks shall be maintained in a first-class manner in keeping with the Condominium Property. Decks may only be cleaned using a broom, vacuum, damp mop, or other means which does not cause any materials to go over the edge of the deck. No

free flowing water is permitted, and any watering of vegetation must be controlled so that water does not drip, spray or otherwise go off the deck.

28. Patios and decks shall not be used as storage areas for any items, including without limitation baby carriages, playpens, bicycles, wagons, toys, or vehicles.
29. No patio or deck shall be enclosed or covered.
30. A southwest exposure is necessary to receive a satellite signal, so satellite service may or may not be available to a particular unit, depending upon the orientation of the unit. Satellite dishes larger than 36 inches in diameter are not permitted. A satellite dish may be attached to the post of a deck or patio, but no satellite dish may be installed on any deck railing, outside any window, or in such a position on the deck that the satellite dish extends over or exceeds the height of the deck railing or is affected by inclement weather, unless this restriction impairs the quality of reception. No penetrations of any Building or the patio or deck floor are permitted, and no holes may be drilled in the aluminum sash or sliding door frames. Occupants shall coordinate with the property manager about preferred locations for satellite dishes. While this is not an approval process, it is necessary to ensure the safety of all Occupants of the Condominium Property. Under no circumstances may any wiring installed by Insight Cable be used for satellite dish hook-ups. If a central satellite dish is installed for any one or more Buildings, the Council may thereafter (a) require Occupants desiring satellite service to connect to such central satellite dish; (b) prohibit further installation of individual satellite dishes; and (c) require that any existing individual satellite dishes be removed if the Council pays the cost of such removal and reimburses the Owner for the value of the satellite dish (if any) in accordance with applicable law.
31. In accordance with local building and fire codes, no open fires are permitted on the patios or decks.

Units, Garages, and Surface Parking Areas

32. Except as otherwise specifically provided in the Master Deed, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto. Single housekeeping unit means (a) one or more natural persons who live together and are related by blood, adoption, or marriage (plus one or more minors who may not be so related); or (b) no more than two natural persons (plus any children or parents of either of them) who live together, though not related by blood, adoption, or marriage. No more than two persons for each bedroom or studio in a Unit may use and occupy any Unit as a residence at any one time. No Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing, an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared

customarily incidental to residential use and is not in violation of these restrictions. In addition, Declarant may maintain, during the period of its sale of Units, one or more Units or Garages as sales and rental models and offices, and for storage and maintenance purposes, and the Council may maintain one or more Units or Garages for its use in fulfilling its responsibilities.

33. Occupants shall keep the volume of any radio, television, musical instrument, or other sound-producing device sufficiently reduced at all times so as not to disturb other Occupants. Despite such reduced volume, no such sound-producing devices may be operated between the hours of midnight and 8:00 a.m. if such operation disturbs or annoys other Occupants.
34. Radios, televisions, and other electrical equipment of any kind installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the board of fire underwriters and public authorities having jurisdiction, and shall not interfere in any way with the radio and television reception of other Occupants. Each Owner shall be liable for any damage or injury caused by the presence or use of such equipment in such Owner's Unit.
35. All window treatments in Units shall be lined with white backing material to prevent "see-through." Blinds shall be white or off-white in color. Nothing else may be hung or displayed on the inside of windows of Units visible to the exterior, except as follows: (a) one sign in a window of any Unit advertising that such Unit is for sale or lease may be displayed, provided that the sign no larger than is typical in the industry; and (b) holiday lights or decorations may be displayed on the inside of windows of Units and on patios or decks within four weeks prior to and two weeks after the applicable holiday.
36. Except in the kitchen or bathrooms, no hard surface flooring is permitted in Units above the first floor.
37. No jetted tubs, including without limitation hot tubs or jacuzzis, are permitted in any Unit or Garage, or on any deck or patio.
38. No gasoline or other explosive or flammable material may be kept in any Unit.
39. No refrigerators or freezers may be kept in any Garage or on any patio or deck, but must be kept inside of a Unit.
40. Leasing of Units or Garages by Owners is permitted in accordance with the Master Deed.
41. Garages and parking spaces may be used solely for purposes of the parking of personal motor vehicles, and no other purposes, unless specifically authorized by the Board, in its sole discretion. Use of Garages is limited to Occupants and the Council.

Entry into Units and Garages

42. The Board or any contractor authorized by the Board may enter any Unit or Garage at any time reasonably convenient to the Occupant (except in case of emergency in which

case entry may be immediate and without such notice or permission) for the purpose of exercising and discharging their responsibilities, including without limitation inspecting Units for the presence of vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.

Pets

43. No animals of any kind shall be raised, bred, or kept in any Unit, Garage, or on the Common Elements, except that no more than two domestic household pets (dogs or cats) not exceeding a combined weight of 80 pounds or an individual weight of 60 pounds may be kept as pets in any Unit.
44. In addition, no more than two caged animals (birds, hamsters, or guinea pigs) may be kept in a Unit.
45. The following breeds are prohibited: Pit Bulls, Pit Bull mixes, Chows, Rottweillers, Dobermans, or any other breed of a vicious nature or known for aggressive behavior. Livestock, poultry, snakes, spiders, insects, lizards, and other reptiles or non-domestic animals are also prohibited.
46. No pet may be maintained in a Unit if it becomes a nuisance. Actions which constitute a nuisance include without limitation an attack by the pet on a person; more than one unprovoked attack on other animals; abnormal or unreasonable crying, barking, or scratching; the presence of fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation; and repeated urination or defecation in areas of the Condominium Property other than areas, if any, where such activity is permitted or designated by the Board.
47. No animal droppings may be left on the Condominium Property, and Occupants shall immediately clean up after their pets.
48. Pets must be registered and inoculated as required by law and registered with the Council.
49. Pet owners are fully responsible for personal injury or property damage caused by their pets and shall (and, by the act of keeping a pet on the Condominium Property, do) indemnify the Council and all other Occupants for all loss, cost, claim, and expense, including without limitation reasonable attorneys' fees, caused by such pets.
50. Except in designated pet exercise areas, if any, pets must be leashed or carried, and leashes may not exceed a length which will permit close control of the pet.

Books, Records, and Information

51. Within 30 days after an Owner acquires an interest in a Unit, the Owner shall provide all of the following information in writing to the Council: (a) the home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Unit; (b) the designation of the Garage purchased; and (c) the

name, business address, and business telephone number of any person who manages the Owner's Unit or Garage as an agent of the Owner. Whenever the Board requests, an Owner shall verify or update the information.

52. Within 30 days after a change in any of the foregoing information, an Owner shall notify the Council in writing of the change, including without limitation if an Owner leases the Unit or Garage to a Tenant.
53. Any Owner who mortgages an ownership interest in a Unit shall notify the Council in writing of the name and address of the mortgagee and of the subsequent payment, cancellation, or other alteration of the mortgage.
54. Each Owner shall notify the Council in writing within five days after an interest in that Owner's Unit or Garage has been transferred to another person. Any Owner who sells an ownership interest in a Unit shall provide to the purchaser of such Unit a copy of the Master Deed and the Bylaws, any amendments thereto, and the Rules then in effect.
55. Subject to restrictions described in the Master Deed and the Bylaws, the books and records of the Council shall be available for examination at the office of the Council or the professional management company hired by the Council from 10:00 a.m. through 4:30 p.m. Monday through Friday, excluding holidays. Any Owner, Eligible Mortgagee, or Eligible Insurer desiring to inspect such records shall give at least 10 days prior written notice to the Secretary of the Council of the date and time such inspection is requested to occur and which records such person desires to inspect. The exact date and time of the inspection will be as mutually agreed by the parties. At the Board's option, any Board member, officer, or authorized agent of the Council may supervise such inspection. Records may not be removed from the office of the Council, but copies will be provided upon request at a charge of \$0.25 per page or, if greater, the Council's actual reproduction cost for such copies, plus the cost of postage. Requested copies will be mailed by the Secretary within 10 business days after receipt of payment for such copies.
56. The Council maintains a community bulletin board in the clubhouse for notices of general interest. Date, time, and place of Board meetings will be posted on the bulletin board, and Owners are welcome to attend. Owners desiring to sell or lease their Units or Garages, or Occupants desiring to convey information to other Occupants, may post a notice on the bulletin board after first clearing the notice with the property manager.

Enforcement

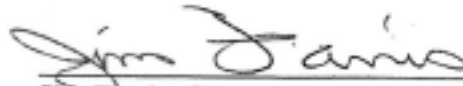
57. In addition to the remedies available to the Council as described in the Master Deed and Bylaws, if any Owner or Occupant fails to comply with these Rules or any of the other Condominium Documents, the Board may, after following the procedures for notice and opportunity for a hearing as described in the Bylaws, impose any of the following as a Unit Assessment:
 - a. Late Fees. If any Assessment remains unpaid for ten days after all or any part thereof shall become due and payable, then the Board may charge a collection fee of \$50 (which amount is subject to increase from time to time in the Board's

discretion) for each month that such Assessment or portion thereof remains unpaid.

- b. Interest. In addition, if any Assessment remains unpaid for ten days after all or any part thereof shall become due and payable, then the Board may charge interest at the rate of 10% percent per annum (which amount is subject to adjustment from time to time in the Board's discretion) from the date the Assessment became due until the date it is paid.
 - c. Collection Charges. If a check from any Owner is returned to the Council by its bank for any reason, such Owner will reimburse the Council for the return check fee charged to the Council by its bank, and the Board may at any time thereafter require such Owner to make payments by bank cashier's or certified check. The Owner is also liable to the Council for any other collection costs incurred, including without limitation reasonable attorneys' fees and paralegal fees.
 - d. Schedule of Fines. If any Owner or Occupant fails to comply with these Rules or violates any restriction contained in any of the Condominium Documents, in addition to requiring the Owner to pay for any damage caused by such violation, the Board may levy, as a Unit Assessment, a fine according to the following schedule: (i) written warning for first violation; (ii) \$100 for repeat violation; (iii) at the discretion of the Board, up to double the fine for the prior violation for each additional repeat violation, not to exceed \$5,000 per violation.
58. Payments from Owners shall be applied in the following order: (a) first, to interest owed to the Council; (b) second, to administrative late fees owed to the Council; (c) third, to collection costs, attorneys' fees, and paralegal fees incurred by the Council; and (d) fourth to the principal amounts owed by the Owner to the Council for the Assessments chargeable against the Unit or Garage.

CERTIFICATION OF ADOPTION

The undersigned Secretary of Citation Pointe Condominium Council of Co-Owners, Inc. (the "Council"), certifies that these are the Rules and Regulations of Citation Pointe Condominium as adopted by the Board of Directors of the Council on November 4, 2005.



Jim Farris, Secretary of Citation Pointe
Condominium Council of Co-Owners, Inc.

AMENDMENT TO RULE #26 REGARDING PLANTS ON PATIOS/DECKS

During the Monday, June 5, 2023 Zoom CPC BOD meeting, the BOD unanimously voted to amend the CPC RRs Rule #26 regarding planters on patios. The amended #26 Rules about patio plants are now as follows:

- Owners may have a maximum of two hanging plants
- Owners may have a maximum of 5 potted plants on the patio/deck
- Owners must remove any empty pots
- Owners must remove planters with dead plants
- Owners must remove hanging plants during severe windy weather
- Owners may not have more than 2 planters exceeding 18" in diameter • Plants higher than the deck railing are prohibited
- Plants exceeding 24" in diameter are prohibited

AMENDMENT TO RULE #36 REGARDING HARD SURFACE FLOORING ABOVE 1ST FLOOR

EXPLANATION:

CPC Owners and the CPC Board of Directors Team (BOD) have inherited a problem due to the previous negligent BOD concerning the original CPC Rules and Regulation #36:

RR #36 *Except in the kitchen or bathrooms, no hard surface flooring is permitted in Units above the first floor.*

No written evidence from the previous BOD shows they properly *changed* Rule #36 of CPC Rules and Regulations (RRs) prohibiting hard surface flooring. Per CPC governing documents, this procedure required a Board vote documented in provided Board Meeting Minutes and the distribution of the new RRs to All Owners. None of which occurred.

Unfortunately, this lack of proper action or written authorized documentation by the previous BOD places the current BOD Team and all CPC Owners in a difficult scenario. The current BOD's legal obligation is to enforce the CPC governing documents and ensure all Owners comply with these.

RR #36 AMENDMENTS:

Due to this inherited problem, the current BOD Team carefully reviewed the original Rule #36 and decided by unanimous BOD vote to waive requirements for Owners who violated Rule #36 by installing hard surface flooring before the current BOD was elected (11/3/2022).

Specifically, the BOD Team waived Rule #36 compliance regarding the carpeting replacement requirement for hard surface flooring for these Owners in violation of the original Rule #36.

From 7/24/2023, all CPC Owners with hard surface flooring above the first floor must place room-size area rugs on all hard surface areas except the kitchen and bathroom. From 7/24/2023, Rule #36 will be enforced by the CPC BOD, prohibiting Owners from installing hard surface flooring above the first floor.

NEW RULE #59 REGARDING UNIT ACCESS FOR FIRE SAFETY COMPLIANCE

NEW RULE #59 - From 7/24/2023 forward, any Owner noncompliant with CPC BOD requests for Unit access during a scheduled fire inspection or repair will pay the fire and security company's scheduled visit fee, a locksmith fee to pick the Owner's lock, and a \$250 penalty. All Owners/Residents must provide access during a fire inspection and repairs.