

**RULES AND REGULATIONS
OF THE
CARDINAL OAKS CONDOMINIUMS
3016 Brookway Court
Louisville KY 40214**

1. The Association of CO-OWNERS of CARDINAL OAKS CONDOMINIUMS (hereinafter referred to as the "ASSOCIATION") has adopted the following RULES and REGULATIONS (hereinafter referred to as "REGULATIONS") in accordance with and under the authority of the Master Deed, Article 11, section (b) and section (s).
2. Whenever in these REGULATIONS there is reference to "co-owners," such term shall be intended to apply to the co-owners of any condominium unit, to his tenants in residence, and to any guests, invitees or licensees of co-owners or tenant of such co-owners. Whenever in these REGULATIONS reference is made to the "ASSOCIATION" such reference shall include the ASSOCIATION and the management agent such authority is delegated by the ASSOCIATION to manage.
3. The co-owners shall comply with all the REGULATIONS hereinafter set forth governing the buildings, their balconies, drives, recreational area grounds, parking areas and other appurtenances and any alterations or changes in the REGULATIONS which the ASSOCIATION in its discretion hereafter makes for the tenants, guests, invitees and licensees, will, at all times, observe all such REGULATIONS.
 - a. All co-owners, residents and visitors will at all times abide by all laws, ordinances, zoning and other governmental regulations, including but not limited to the Master Deed, By-Laws and these Regulations.
 - b. A co-owner is primarily and ultimately responsible for his or her own conduct and for the conduct of all residents and visitors, whether in the condo or any Cardinal Oaks common areas. Co-owners are responsible for informing residents, tenants and visitors of these Regulations.
 - c. A co-owner is responsible for informing all real estate agents, brokers and any prospective purchasers of a unit of these Regulations, and of the fact that they will be bound to follow the same.
4. In addition, the ASSOCIATION reserves the right to alter, amend, or modify such REGULATIONS as set out in the MASTER DEED and the co-owners agree to abide by any such alterations, amendments or modifications.
5. All ASSOCIATION charges are due and payable on the first day of the month.
 - a. Any payment received after the 10th of the month will incur a \$25.00 late penalty, subsequent payments will first be applied to any delinquent balance, including late payments. After a thirty (30) day delinquency, your

account may be turned over to an attorney for collection pursuant to Article 11, section p of the By-laws.

- b. Any co-owner having an unforeseen financial problem with paying maintenance fees should immediately contact the Financial Treasurer, Accounts Receivable, for payment arrangements, but this in no way will relieve any co-owner from the obligations imposed upon all co-owners to pay monthly maintenance fees.
6. All garbage and trash must be placed in the containers provided. All household garbage should be in bags before disposing in dumpster. No garbage or trash shall be placed on any other portion of the common elements or limited common elements. Household goods, construction material and/or work-related trash shall not be placed in the containers provided by the ASSOCIATION. All lids on the containers shall be kept closed at all times.
 7. No baby carriages, bicycles, tricycles, skateboards, etc., or other articles of personal property shall be left unattended in public areas of the buildings, parking areas, courts, sidewalks or lawns.
 8. All persons shall be properly attired when walking to or leaving the recreational/swimming pool area or appearing in any other public places within the condominium community.
 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 co-owners. No co-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 co-owners. Co-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 co-owners. Despite such reduced volume, no co-owner shall operate or permit to be operated any such sound-producing device in a unit between the hours of midnight and the following eight-o'clock am if such operation shall disturb or annoy other occupants.
 - a. Repair or renovation work within or at a condo shall only be commenced between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, and between the hours of 9:00 a.m. to 1:00 p.m. on Saturdays. No work shall be done on Sundays or Holidays. This regulation shall not apply to emergency situations where there is a risk of flooding, fire or heating and cooling deprivation.
 - b. Move-ins and move-outs are restricted to the co-owners hours of 8:00 am and 9:00 pm. Each unit owner is responsible for the proper removal of trash, debris, crates or boxes relating to that unit owners move-in or move-out.

10. All co-owners are required to comply with all State and Metro-Louisville Ordinances relating to the keeping and care of animals.
- a. Damage to any of the common elements or limited common elements by any pet is the complete responsibility of the owner.
 - b. All pets shall have all license and vaccinations as required by law and shall meet all other requirements of the Commonwealth of Kentucky and Metro-Louisville Statutes, Regulations and Ordinances. Proof of such licenses and vaccinations shall be furnished to the Board of Directors when the pets take up residence at Cardinal Oaks and shall be updated as required by law with proof of current license and vaccinations.
 - c. Any pets outside of the confines of the co-owners unit must be kept on a leash, no longer than eight feet and accompanied by a responsible person who must be in control of the animal at all times. The Association nor the Board of Directors of the Cardinal Oaks Condominium Association shall be held liable for the acts of omissions of such animals on the premises.
 - d. No animal(s) shall be kept, bred or maintained for commercial purposes in any unit.
 - e. No attack dogs, or dogs of a vicious nature or temperament are permitted, but not limited to, Pit Bull Terriers, American Pit Bull Terriers, Staffordshire Terriers and Bull Terriers.
 - f. All pets shall be maintained in a clean and odor free manner, thereby, ensuring no annoyance to neighbors.
 - g. Co-owners of pets walked upon the common elements, must promptly clean up after their pets droppings.
 - h. Pets shall not be permitted to intrude on any other condo unit, unless invited by the condo owner.
 - i. No pets shall be permitted to be kept on a limited common element at any time.
 - j. 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 cost, claim, and all expense, including, without limitation, reasonable attorney fees, caused by such pets.
 - k. No pet shall be permitted to habitually bark, whine, howl in an excessive or continual fashion or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring units.

1. No pet shall be permitted to damage the property of any other condo owner, including but not limited to damaging flowers, shrubs or other real personal property or leaving fecal material on limited or common elements. There shall be associated fees for violations of the Metro-Louisville Ordinances. See Metro-Louisville Ordinance Section I Chapter 91 for complete ruling.
11. Employees and agents of the ASSOCIATION are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the co-owners. The ASSOCIATION does not assume any responsibility for loss or damage in such cases.
12. Co-owners are cautioned against the use of soaps or other detergents that may cause overflow of suds in their condominium units. Co-owners are liable for any damages caused by the overflow of washers, toilets, bathtubs, washbasins, water heaters, dishwashers, etc.
13. Deliveries requiring entrance to any condominium unit will not be accepted unless the co-owner has signed an admit slip and left a key. The association cannot assume any responsibility for the condition in which the deliveries are received.
14. Absolutely no laundry, rugs, or other items are to be hung on or about the exterior of any buildings. No clothesline, clothes racks or any other device may be used to hang any such items on or from any balcony, patio or window.
15. No common area shall be decorated or furnished by any individual co-owner. However, the Board of Directors may, upon request, authorize within some common areas, temporary displays, including appropriate seasonal decorations. See Seasonal Decoration Policy.
 - a. Nothing shall be hung, displayed or exposed on the exterior of a unit or common area.
 - b. No signs, other than appropriate standard name or fire information shall be displayed in any window, on the balcony, or on an entrance door.
 - c. There should be no posting or any advertisements or posters of any kind in or on the condominium without the written approval of the Board of Directors.
 - d. Signs of any kind will not be permitted at the entrance of the Cardinal Oaks Condominiums at St. Andrews Church Road and Cardinal Oaks Drive, except Open House signs for that particular day.
 - e. Any For Sale sign will only be permitted next to or adjacent to the unit being sold or leased and such signs will not be permitted at any other location.

16. Plantings on or about a patio or porch may be done by the co-owners. No planting in the common area is permitted without the written permission of the Board. All such plantings must be maintained by the co-owners or subsequent owner or they will be removed by the Grounds Committee of Cardinal Oaks.
17. Cardinal Oaks is private property. Solicitors are not permitted on Cardinal Oaks property at any time. Please notify the Board of Directors if there are any problems.
18. Yard sales, garage sales, etc., are not permitted.
19. Should any employee of the ASSOCIATION, upon the request of a co-owner move, handle or store any items and/or move, park, or drive any vehicle within the parking areas, then, and in every case, said employee shall be deemed the agent of the co-owner and the ASSOCIATION shall not be liable for any loss, damage or owner expense that may be suffered or sustained in connection with the above.
20. No awning or any projection shall be attached to the outside or other parts of any building. No blinds, shutters or shades shall be attached to, hung on or used in connection with any window, door, patio or balcony of a condo or their connection to the common elements without the prior approval of the Board of Directors.
 - a. The permanent attachment of any radio or television antenna or satellite dish to balconies, railings, or any limited or common elements to include roofs, is prohibited. Dishes must be less than one meter (39") in diameter and shall be placed in either a freestanding base or clamped (no holes drilled) to the railing with no portion of the dish extending beyond the vertical plane of the railing. (For additional information, see Satellite policy.)
 - b. Under no circumstances shall any window fan or wall-mounted air conditioning unit be installed by a co-owner on or in any condo within Cardinal Oaks.
21. Water and sewer apparatus shall not be used for purposes other than those for which they were designed, and no sweeping, matches, rags, ashes or other improper articles shall be thrown within. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the co-owner causing such damage.
22. Complaints regarding the management of Cardinal Oaks Condominium Association and/or actions of co-owner should be made in writing to the Board of Directors.
 - a. All maintenance requests shall be in writing and include name, address, phone number and a brief description of the problem.

- b. All maintenance emergencies must be reported to appropriate agency, first. Then call the maintenance line number.
 - c. Any maintenance emergency not reported in a timely manner from co-owner could become the responsibility of the co-owner if damage is done to common area.
23. Co-owners shall not permit any act or acts deemed hazardous or engage in any activity in any unit or on the premises of Cardinal Oaks that will be instrumental in the increase of the rate of insurance, or cancellation of same.
- a. Gasoline and/or highly-flammable material or any explosive material kept for occasional use or storage will not be permitted.
 - b. All units within Cardinal Oaks shall have an approved, working smoke detector. The approved smoke detector should be of the ionization or photoelectric type. One that has a hard-wired AC power source operated from an electrical outlet not controlled by any switch other than the Main Power supply and fitted with a plug-restraining device or self-monitored, tamper-proof (non-removable) 10 year lithium battery.
 - c. All working fireplaces shall be inspected before each winter season with a certificate of inspection issued to the Board of Directors (for insurance purposes). A non-working fireplace shall be indicated as such in a written statement to the Board of Directors.
24. A co-owner shall not use their condo or permit their condo to be used for any unlawful purpose, or engage in or permit any unlawful act or acts in their condo or on the premises.
25. All renovations or additions inside or out that are structural in nature, involving utilities or landscaping, as referred to in Item 16, must be approved by the Board of Directors and if approved, becomes the responsibility of the co-owners and inherited by future co-owners.
26. No co-owner may hire their own contractors and then require Cardinal Oaks Condominium Association to reimburse them without the prior approval of the Board of Directors.
27. No "B-B" guns, bow and arrows or weapons of any kind, to include concealed deadly weapons as defined by Kentucky law, may be carried or discharged within the community of Cardinal Oaks Condominiums.
28. For safety reasons, children shall not be permitted to play or ride bikes, roller blades or skate, etc., on any of the common elements or limited common elements after dusk.
- a. For safety reasons, children under the age of ten (10) will not be permitted to ride bikes, etc without the direct supervision of an adult.

In accordance with Article 11, section (s) and Article 12, section (j) of the Master Deed, The Board of Directors of Cardinal Oaks for the Year 2011, has revised the Rules and Regulations for parking to read as follows:

29. Each co-owner expressly agrees that if they or any member, guest, invitee or licensee shall illegally park or abandon any vehicles referred to in this paragraph, they will hold the ASSOCIATION harmless for any and all damages or losses that may ensue, and expressly waive any and all rights, notices and resources in connection thereto that they may have under the provisions of State or Metro Laws.
 - a. Parking so as to block sidewalks, driveways, garage doors shall not be permitted.
 - b. The co-owners on Fordhaven Road are exempt for the portion of the provision stating "parking so as to block sidewalks, driveways or garages shall not be permitted." All other portions of this provision shall apply.
30. All co-owners must observe and abide by all parking and traffic regulations as posted by the ASSOCIATION and/or local authorities. Vehicles will be subject to towing if the owner violates any parking or traffic regulation and in doing so will be towed at their expense.
31. Garages are for parking of a vehicle only with limited storage permitted.
 - a. A second vehicle may be parked on the inner court and all other vehicles should be parked along Cardinal Oaks Drive in the spaces provided, or at the pool area.
 - b. Garage doors should be kept closed at all times. Open doors create added heat in the warm weather and added cold during winter weather for residents of the penthouse units. The co-owner is responsible for maintaining their garage door opener in good working condition to minimize the noise created by opening and closing the door.
 - c. Smoking in a garage is not permitted as garages are not adequately ventilated to prevent smoke from entering adjoining condominiums which could affect the health of a co-owner.
 - d. All vehicles must have current license plates and be in operating condition.
 - e. No major repairs of any vehicle will be permitted in any of the common areas or limited common areas (garages).
 - f. Washing of any vehicle in any part of Cardinal Oaks is not permitted.
 - g. The ASSOCIATION shall have the authority to designate assigned spaces for parking, with the garage as being the primary parking space.

- h. Overflow parking will be along Cardinal Oaks Drive in the spaces provided or at the pool area.
 - i. Cardinal Oaks co-owners have priority in parking areas.
33. No buses, R.V.'s, trailers, boats or trucks larger than one-half (1/2) ton shall be parked in the inner court or driveways of Cardinal Oaks Condominiums.
- a. Vehicles providing services for co-owners or the ASSOCIATION are exempt from this provision.
 - b. Commercial vehicles or any work related vehicles shall be parked in the garage, at the pool area or completely off site.
34. Any co-owner or their guests blocking the dumpsters, so as to prevent the pickup of garbage, will be fined the cost of any additional pick-up.
35. After receiving one (1) written notice/or warning of a violation of these revised regulations, the Master Deed or By-Laws, the Board of Directors may proceed with any action necessary to correct the violation to the Association's satisfaction as authorized by Master Deed of the Cardinal Oaks Condominium Association. This shall include but not be limited to a fine not to exceed One Hundred (\$100.00) dollars for each violation.
- a. Fines will be according to degree of violation.

In accordance with the Master Deed, Article 11, section (s), these Regulations, as amended, shall become effective upon the affirmative vote of a majority of the co-owners of Cardinal Oaks Condominium Association.

The revised Rules and Regulations of Cardinal Oaks Condominium Association, Inc. have been duly passed by an action of the Board of Directors and approved by more than 50% of unit owners as shown by the attached Exhibit A.

CARDINAL OAKS CONDOMINIUM ASSOCIATION, INC.

By: Joyce Clawson
Joyce Clawson, President

COMMONWEALTH OF KENTUCKY)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Joyce Clawson as President of Cardinal Oaks Condominium Association, Inc., this 1st day of September, 2011.

My commission expires: 12/21/2014

Cornelia Egan
Notary Public

PREPARED BY BOARD OF DIRECTORS, CARDINAL OAKS CONDOMINIUM ASSOCIATION, INC.

3016 Brookway Court, Louisville, Kentucky 40214

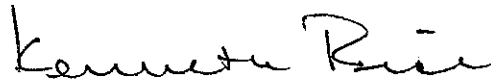
Joyce Clawson
Joyce Clawson, President

EXHIBIT A

Ballots of the Revised Rules and Regulations were counted on June 24, 2011, with the following results:

Total Ballots Possible	128	100%
Total Ballots Returned	88	69%
Total Ballots Approving Rules	75	59%
Total Ballots Disapproving Rules	13	10%

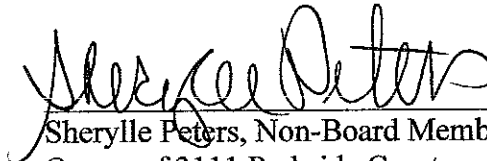
Ballots tabulated by:



Kenneth Rice, Non-Board Member
Owner of 3007 Brookway Court



Herbert Raderer, Non-Board Member
Owner of 3106 Parkside Court



Sherylle Peters, Non-Board Member
Owner of 3111 Parkside Court

Document No.: DN2011111891
Lodged By: CARDINAL OAKS
Recorded On: 09/09/2011 11:34:15
Total Fees: 34.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: EVERAY

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