

**Village of Beckley Woods
Council of Co-Owners**

Rules & Regulations

February 1, 2004

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A. General

1. Village of Beckley Woods Council of Co-Owners, Inc. (the "Council"), acting through the Board of Directors on behalf of all of the unit owners of Village of Beckley Woods, has adopted the following rules and regulations (the "regulations") to govern, in part, the operation of Village of Beckley Woods, the master deed for which is of record in Deed Book 6772, Page 61 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 These regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Bylaws of the Council.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 Village of Beckley Woods, 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 Village of Beckley Woods 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, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project.
4. All unit owners/residents shall have on file with the managing agent a completed and up-to-date Emergency Contact Information Form.
5. In the event that any of these Rules and Regulations conflicts with the provisions of the Horizontal Property Law, the Master Deed, or the Bylaws (collectively the "governing documents"), the governing documents shall control.
6. No provision contained in these Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

B. Restrictions on Use

1. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior written approval 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 purpose other than for normal transit. No unit owner shall enter upon the roofs of any of the buildings without the prior written approval 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 without the prior written approval of the Board of Directors.
2. Nothing shall be done or kept in any of the common elements that will increase the rate of insurance for the buildings or contents thereof without the prior written approval 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 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 Directors or 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.
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. Garbage receptacles shall be placed at the end of the driveway after 6 p.m. the night before scheduled pickup.
 4. 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, wagon toys, benches, chairs or other articles of personal property be left unattended in common areas of the buildings, stairwells, if any, building entrances, parking areas, sidewalks, or lawns or elsewhere or within the common elements.
 5. 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.
 6. No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, or windows, thereof, 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 approval of the Board of Directors. Requests for landscaping and/or exterior changes must follow the guidelines set forth in the Architectural/Landscaping Policy.
 8. No trade or business of any kind shall be conducted in any unit or on the common elements except as permitted under the definition of "home occupation" as set forth in the Development Code for all of Jefferson County, as may be amended from time to time, and then only to the extent that the business (a) does not involve clients, patients or customers who visit the home-based business and (b) does not involve deliveries by vehicles other than standard home delivery vehicles based on a frequency no greater than once per day. 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 convenience 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 not to disturb other unit owners. Garage, yard, moving or estate sales are prohibited, and subject to an immediate fine. For more information, see the Schedule of Fines Policy.

9. 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 "for sale," "for rent," or "for lease" signs on units for the purpose of selling or leasing 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). Realtor pointer or directional signs are not permitted in the common area of the condominium property. Open house signs are to be placed at the top of or next to the "for sale" sign. Open house signs are to be posted no earlier than 48 hours prior to the event and are to be removed immediately after the open house.
10. Except for the "for sale," "for rent" and "for lease" 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 or the common elements appurtenant thereto, whether through or upon the windows, doors, or exterior 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. A unit owner may, however, use a central radio or television antenna provided as a part of the unit. No clothesline, clothes rack, or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designed for such use by the Board of Directors.
11. The planting of plants, flowers, trees, shrubbery, and crops of any type is prohibited anywhere on the common elements without the prior written approval of the Board of Directors. No fences may be erected around or on the common elements. The planting of flowers and other seasonal plants in the mulched areas immediately adjacent to the condominium unit is permitted as set forth in the Architectural/Landscaping Policy. Restrictions on yard ornamentation are defined in the Architectural/Landscaping Policy.
12. Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.
13. 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.
14. STO Protection: No dirt, mulch, or other landscaping material including vegetation shall be permitted to come in contact with the STO. The lawn service contractor shall be instructed to keep mulch and other landscaping materials from coming in contact with the STO and shall also be instructed to trim or remove, if necessary, shrubs and vegetation growing on or against the STO. Attachments that will penetrate the exterior of the building (Sto) are not permitted.

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 written 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 on a conventional hand held leash or carried; leashes may not exceed a length that will permit close control of the pet. Pets may not be staked or tied in any of the common or limited common areas.
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.

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. Open porches or patios are for the use of the unit owners and/or residents. With the exception of porch furniture, barbecue grills and related outdoor items, these areas are not be used for storage.
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 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 trailer, camper, recreational vehicle, boat, van, or other large vehicle may be parked at any time on the condominium project except to load or unload or except wholly within a garage so that a garage door can be shut. 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 (but only in areas designated by the Board of Directors), 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 that blocks sidewalks or driveways is not permitted.
6. All vehicles owned or operated by a unit owner, or any member of such unit owner's family shall be parked inside the garage assigned to their unit. Additional parking shall be provided only for visitors and guests of unit owners, and all other vehicles, including unit owner's vehicles, shall be subject to removal at the expense and sole risk of the owner of said vehicle. Parking for additional vehicles owned by the unit owner or a member of the unit owner's family is permitted only if approved in writing by the Board of Directors. To obtain a permit, a written request must be submitted to the managing agent or a member of the Board of Directors.
7. Garage doors must remain closed at all times unless the unit owner is working in the garage or yard, in which case, the door must be closed upon completion of the work.

E. Recreational and Common Facilities

1. All persons using any of the recreational or 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 recreational or 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, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pet(s) shall be repaired at the expense of the unit owner promptly upon written request from the Council or the managing agent.

F. 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.

G. Moving

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

H. 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. Past due amounts (fees, assessments, etc.) are subject to enforcement as defined by the Collection Policy.

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. Such complaints will be investigated by the managing agent and action will be taken as stipulated in the Rules Enforcement Policy. If violations are not corrected in accordance with the Rules Enforcement Policy, the unit owner will be subject to the Schedule of Fines Policy. 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 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.

The amounts payable to the Council shall specifically include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Council.

Regular maintenance assessments are due and payable in advance on the 1st day of each month. Fees not received or postmarked by the 10th of the month will be considered past due.

The following charges shall apply to fees which are not received or postmarked by the 10th day of each month

- A late fee of \$10 shall be charged monthly on all delinquent balances.
- A \$25 NSF (Non-Sufficient Funds) charge will apply to any returned check.
- Any balance older than 30 days will incur an interest charge of 1% per month until paid.

Payments received shall be first applied to interest, then to late charges, or collection expenses and then to assessments owed.

All balances exceeding \$50 that are thirty (30) days past due, the Board adopts the following notification process:

FIRST NOTICE. First Notice of Past Due Charges including detail of interest, assessments, late fees, NSF charges, and other charges that apply will be sent by First Class Mail to an owner whose balance is thirty (30) days past due.

SECOND NOTICE. Second Notice of Past Due Charges including detail of interest, assessments, late fees, NSF charges, and other charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due.

10-DAY DEMAND. 10-Day Demand for Payment including detail of interest, assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is seventy-five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but are not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure.

The owner of a unit who is delinquent in paying any assessment (whether regular or special) shall be charged the Council's reasonable attorney fees and related costs if the delinquent account is referred to an attorney for collection.

The Council may charge the owner for the following additional fees:

- Fees charged by Property Management Company to collect funds payable to the Council,
- Owner bankruptcy,
- Foreclosure action or deed in lieu of foreclosure,
- Notification, filing and satisfying liens,
- Enforcement of the Council's Rules, Bylaws, Declaration or Policies,
- Costs of litigation,
- Repairs to the Council's common areas that result from the acts of owners or guests.

A late fee will not be imposed on a regular monthly assessment that is delinquent the month immediately following the transfer of property to a new owner. Thereafter, all collection procedures outlined in this policy will apply.

Introduction

This Architectural/Landscaping Policy includes procedures and guidelines to assist the Architectural/Landscaping Committee and unit owners' architectural/landscaping review process. It supports the architectural restrictions described by the governing documents (Master Deed) that bind each unit owner and ensures the adherence to the Rules and Regulations of the Village of Beckley Woods. This process is essential to create and preserve a community that is attractive and livable and to protect the property values of all unit owners.

A. Architectural/Landscaping Committee

1. **Responsibilities.** An Architectural/Landscaping Committee shall be appointed by the Board of Directors whose primary duty shall be to supervise and control the external design, appearance, location and maintenance of all improvements on the Property and all landscaping additions in accordance with the provisions of the governing documents (Master Deed) and this Architectural/Landscaping Policy.

The Architectural/Landscaping Committee shall review all submittals and apply guidelines as set forth in this policy. The Committee shall keep records and shall maintain a file of all landscaping and construction for a period of not less than three years.

2. **Policy.** All unit owners shall submit detailed plans and a completed application form to the Architectural/Landscaping Committee prior to the commencement of any landscaping or exterior alteration. The Committee will review the application form and plans to ensure compliance with the guidelines of the Architectural/Landscaping Policy. No alterations of any kind shall be commenced until plans and specifications have been submitted to the Architectural/Landscaping Committee and approved in writing by the Board of Directors. The Council assumes no responsibility for the structural integrity, safety features, mechanical operation or building code compliance of the proposed alteration. No landscaping timbers or wood of any kind is to be used in landscaping projects; when wood now present becomes degraded, it is to be replaced with a more permanent material.

3. **Committee Discretion.** This policy does not cover every possible situation that may occur. However, the Committee is authorized to exercise discretion in reviewing a specific proposal. In some special cases, the Architectural/Landscaping Committee may recommend a proposal to the Board of Directors that may conflict with a standard set forth in this manual. This recommendation does not constitute a precedent.

B. Landscaping Policy

1. **Landscaping Maintenance.** Owner-maintained landscaping is defined below.

Gentry and Hampton Units (small and large units with front entrances): Landscaping in front of the unit will be maintained by the Council, unless otherwise requested. The unit owner, however, is responsible for watering, if necessary. Landscape maintenance of the side and back of each unit is the responsibility of the unit owner.

Parkwood Unit (medium unit with side entrance): Landscaping in front and on the side to the front door will be maintained by the Council, unless otherwise requested. (The one exception to this statement is 14000 Waters Edge Drive, where the builder landscaped the side of the unit completely, from front to back.) The unit owner, however, is responsible for watering, if necessary. Landscape maintenance of the remainder of side and back of each unit is the responsibility of the unit owner.

The landscaped areas that are the responsibility of the unit owner shall be properly maintained. The area of landscaping shall not extend beyond six (6) feet from the edge of the residence. All properties shall be landscaped in a manner that is harmonious and compatible with the overall landscaping policy.

2. **Trees, Shrubs, and Landscaping.** Unit owners are responsible for watering trees, shrubs, and landscaping. The irrigation system may not cover all landscaping because sprinkler heads could not be placed too close to foundations. Diseased or dead trees or shrubs in the landscaped areas maintained by the Council will be replaced by the Council, if warranted. This includes the one tree per unit provided by the builder. Trees, shrubs, and landscaping in the owner-maintained areas are the unit owner's responsibility.

The planting of flowers and other seasonal plants by the unit owner in the general common areas immediately adjacent to the condominium unit is permitted in mulched areas. Maintenance of these plantings is the responsibility of the unit owner. Plant debris must be cleaned from beds by December 31st.

C. Common Area Landscaping

1. **Common Areas.** The Council will mow weeds and grass. All common areas are to be landscaped and maintained to ensure they provide an attractive atmosphere for all residents.
2. **Yard Ornamentation.** Yard ornamentation will not ordinarily be permitted. Items such as figurines, plastic flowers, colored lights, and windmills shall either be screened from public and neighboring view or be approved, in writing, by the Board of Directors after review by the Architectural/Landscaping Committee. This Section shall not apply to seasonal holiday decorations, which shall be removed within two weeks after the holiday. Birdfeeders, shepherds' crooks, and birdbaths are permitted only in back of the unit. Nothing is to be hung from mailboxes or their supports.

D. Plan Submittal Procedures

1. **Procedure.** All proposals for exterior alterations on any Property must be submitted to the Architectural/Landscaping Committee with a completed Application at least thirty (30) days prior to the proposed start of the action. A completed Application shall mean:
 - a) Three copies of plans and specifications complying with the published guidelines of the Architectural/Landscaping Policy;
 - b) Three completed Application Forms;
 - c) Three completed Agreement for Exterior Alterations or Landscaping Forms.

The Committee and the Board of Directors shall have thirty (30) days to review a submittal. After review by the Committee and a decision by the Board of Directors, two copies of the submittal will be retained by the Committee and the Board of Directors for their files. The other will be returned to the applicant marked with one of the following:

- "Approved" (project approved as submitted)
- "Approved as Noted" (subject to conditions noted)
- "Not Approved" (reasons noted on drawing and form)

An incomplete submittal will be returned to the applicant without action.

2. **Standards.** All plans shall use (1) the applicable standards established by the governing documents (Master Deed) for placement, utilities, and other exterior characteristics, and, (2) the design criteria of this Architectural/Landscaping Policy to preserve consistent external

appearance, design and compatibility with existing structures. All plans shall be of high quality with sufficient detail to clearly define the proposed project.

3. **Completion.** Approved projects must be commenced within three (3) months of the date of written approval by the Board of Directors. After three months, re-submittal and re-approval are required. All exterior alterations shall be completed in a timely and continuous manner. Failure to complete the work in a timely fashion will result in penalties as levied by the Board of Directors. The Board of Directors may grant an extension due to extenuating circumstances brought to its attention.
4. **Appeal.** An applicant may petition the Board of Directors for a review of a negative decision by submitting a written statement to the Board of Directors or the managing agent, explaining the issue and the proposed solution. A majority of the Directors must agree that a review is appropriate and notify the applicant within 30 days of receipt of the applicant's statement, of the acceptance or denial of the petition, and any conditions. The Board of Directors may set procedural limitations for the review, including restricting the scope of the review to specific issues and limiting the time the applicant may speak.
5. **Responsibility.** Any approved changes made by a unit owner are the responsibility of said owner for all costs, maintenance, repair, replacement, and restoration. Unauthorized changes must be removed and the area restored to original conditions. Removal and repair will be at the expense of the unit owner. If the unit owner refuses to remove the change installed without prior written approval of the Board of Directors, the unit owner will be notified as described in No. 6, below. All costs to restore the area, including attorney fees, will be assessed to the unit owner.
6. **Enforcement Process.** A unit owner should report a violation of the Architectural/Landscaping Policy to the Board of Directors or managing agent in writing. Violations will be addressed as described in the Rules Enforcement Policy. Corrective action will be taken in accordance with the Rules Enforcement Policy and the Schedule of Fines Policy.

E. Revision of Architectural/Landscaping Policy

1. **Revisions.** The Board of Directors may, from time to time, amend, modify, or revise provisions of the Architectural/Landscaping Policy, including procedures for submitting and reviewing by the Architectural/Landscaping Committee and written approval by the Board of Directors. No such amendment, modification, or revision shall be binding upon the unit owners until notice has been given to the unit owners by the Board of Directors, and no such amendment, modification, or revisions shall affect structures, improvements, or landscaping previously requested in writing and approved by the Board of Directors in writing prior to the enactment of such amendment, modification, or revision.

VILLAGE OF BECKLEY WOODS
EXTERIOR ALTERATION OR LANDSCAPING
APPLICATION FORM

The Architectural/Landscaping Committee, as provided for in the governing documents (Master Deed) exists to maintain high standards for design, development, and maintenance of condominium units and common areas. When an owner wishes to make additions/alterations to the exterior of a unit, application must be made to the Architectural/Landscaping Committee using this form. (Three copies are required.) The form will provide the Architectural/Landscaping Committee with the information necessary to review the proposed change for compliance with the Architectural/Landscaping Policy. Applications must be submitted to the Committee thirty (30) days prior to the anticipated start date. An incomplete submittal will be returned to the applicant without action. It is the owner's responsibility to apply for and pay all fees for permits and inspections requested by government authorities and codes.

Owner's Name _____ Phone (home) _____

Address _____ Phone (work) _____

Anticipated start date _____ Anticipated Completion Date _____

Contractor _____ Phone _____

Type of Submittal:

- Landscaping, Retaining wall, Patio, Porch enclosure, Storm door, Landscape lighting, Satellite Dish, Other (specify)

A detailed sketch, showing the dimensions of the proposed project, must accompany this request. Describe the proposed work, including the following, as applicable: location, site work, building materials, colors, lighting, utilities, planting areas, and description of plantings, including species. Attach additional sheets, as necessary.

Blank lines for describing the proposed work and attaching additional sheets.

Signature

Date

VILLAGE OF BECKLEY WOODS
AGREEMENT FOR EXTERIOR ALTERATION OR LANDSCAPING

As a property owner, I/We have read the current Architectural/Landscaping Policy and Application form and fully understand the requirements.

I/We understand that any exterior changes to the approved plans must be submitted to the Architectural/Landscaping Committee and approved by the Board of Directors prior to implementing the change.

I/We understand that by signing this agreement, specific permission is granted to the Architectural/Landscaping Committee and/or its agents to enter the property at reasonable times to inspect for compliance.

I/We understand that I/we are responsible for properly maintaining the exterior alteration or landscaping.

I/We understand that I/we are responsible for any taxes assessed on the exterior alteration and that I/we must provide insurance to cover any damage to the exterior alteration or any injury that may occur which is connected with the exterior alteration.

I/We understand that the surface of the Common Property must not be damaged or disturbed during construction or used for other activities relating to construction without the written permission of the Board of Directors.

I/We understand that mud and debris, which accumulate on the street or on the lawn as a result of the construction, must be removed promptly. If not removed promptly, the Council may have it removed and the cost charged to Me/Us.

I/We understand that to enforce its standards, the Council may seek injunctions from a court of law and other legal remedies.

Owner Signatures (all unit owners must sign)

Owner _____ Date _____

Owner _____ Date _____

Address _____ Phone Number _____

Representative of Property Owner

I certify that I am an authorized representative of the above named property owner(s) and have the power to act in his/her/their behalf. In addition, I have made the owner(s) aware of all the above stated requirements.

Representative _____ Date _____

The Board of Directors or managing agent is authorized to enforce the Rules as outlined in the Rules and Regulations.

1. Rules violations are to be reported to the Board of Directors or managing agent in writing and signed by the complainant. The complaint will be investigated within 10 working days, if reasonably possible. If the Board of Directors or managing agent determines that additional time is needed to investigate the reported violation, the complainant will be notified.
2. If the report of the violation is accurate, written notice will be sent to the unit owner. The first notice of the violation will be regarded as a warning, unless otherwise stipulated in the Council Rules.
3. If the violation is not corrected within 10 days (or the time period allowed in the notice, if longer) or is repeated a second time within 60 days, a fine will be levied against the Unit Owner in accordance with the Schedule of Fines Policy until the violation is cleared.
4. All unpaid fines are subject to the Collection Policy.

Appeal Process A Unit Owner receiving a Rules Violation Notice who believes no violation occurred, may submit a written explanation to the Board of Directors or managing agent. The written explanation must be submitted within seven (7) days of the date of the Notice. The Unit Owner will be given an opportunity for a hearing and no fine will be imposed or corrective action taken until after the hearing.

The Board of Directors or managing agent is authorized to enforce the Rules & Regulations through the Rules Enforcement Policy and the following Schedule of Fines:

1. Garage, yard, moving or estate sales will be subject to a Fine of \$150 and must be paid within 15 days of the date of the Notice.
2. Pet violations will be subject to a Fine of \$50 and recurring violations will be subject to a Fine of \$25 per occurrence.
3. Parking violations will be subject to a Fine of \$50, plus \$25 per day for continuing violations.
4. Architectural violations will be subject to a Fine of \$100 and unit owner will be required to correct violation within 30 days or the Board of Directors will restore the area in question and charge the cost to the unit owner along with the original Fine.
5. Landscaping violations will be subject to a Fine of \$100 and if the violation is not corrected within 30 days, the Board of Directors will have the violations corrected and charge the cost to the unit owner.
6. All other violations will be subject to an initial Fine of \$25, plus \$25 per repeat occurrence.

Written notice of the violation will be sent to the unit owner. For violations described in Item No. 1, above, a letter stating the violation and the Fine will be sent. The first notice for violations described in Items No. 2 through 6 will be regarded as a warning, unless otherwise stipulated in the Council Rules. If the violation is corrected promptly, no Fine will be levied. For a repeat violation, a letter stating the violation and Fine will be sent; there will be no warning letter and no waiving of the Fine. All unpaid Fines are subject to the Collection Policy.

Appeal Process A unit owner receiving a Notice of a Fine may appeal the Notice by submitting a written explanation to the Board of Directors or the managing agent outlining the reasons for the unit owner's disagreement with the Fine. The written explanation must be submitted within seven (7) days of the date of the Notice. The unit owner will be given an opportunity for a hearing and no Fine will be imposed or corrective action taken until after the hearing.

RULES AND REGULATIONS OF
VILLAGE OF BECKLEY WOODS

(A) General

(1) Village of Beckley Woods Council of Co-Owners, Inc. (the "council"), acting through its board of directors on behalf of all of the unit owners of Village of Beckley Woods, has adopted the following rules and regulations (the "regulations") to govern, in part, the operation of Village of Beckley Woods, the master deed for which is of record in Deed Book 6772, Page 61 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 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 Village of Beckley Woods, 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 Village of Beckley Woods 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, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project.

(B) Restrictions on use

(1) 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 units. The sidewalks, building entrances, and stairwells shall be used for no 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 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 without the written approval of the board of directors.

(2) 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 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 any damage or injury caused by any 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.

(4) 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 building entrances, stairwells, if any, building entrances, parking areas, sidewalks, or lawns or elsewhere on or within the common elements.

(5) 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.


(6) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, or windows, thereof, 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 trade or business of any kind shall be conducted in any unit or on the common elements except as permitted under the definition of "home occupation" as set forth in the Development Code for all of Jefferson County, as may be amended from time to time, and then only to the extent that the business (a) does not involve clients, patients or customers who visit the home-based business and (b) does not involve deliveries by vehicles other than standard home delivery vehicles based on a frequency no greater than once per day. 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 convenience 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 not to disturb other unit owners.

(9) 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 "for sale," "for rent," or "for lease" signs on units for the purpose of selling or leasing 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).

 (10) Except for the "for sale," "for rent" and "for lease" 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 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. A unit owner may, however, use a central radio or television antenna provided as a part of the unit. No clothesline, clothes rack, or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the board of directors.

(11) 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. No fences may be erected around or on the common elements.

(12) Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.

(13) 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, 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.

(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 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 trailer, camper, recreational vehicle, boat, van, or other large vehicle may be parked at any time on the condominium project except to load or unload or except wholly within a garage so that a garage door can be shut. 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 (but only in areas designated by the board), 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.

(6) All vehicles owned or operated by an unit owner, or any member of such unit owner's family shall be parked inside the garage assigned to their unit. Additional parking shall be provided only for visitors and guests of unit owners, and all other vehicles, including unit owner's vehicles, shall be subject to removal at the expense and sole risk of the owner of said vehicle.

(E) Entry into units

(1) The council or managing agent shall not cause a master key system to be used for units in the condominium project; however, each unit owner shall provide the council or the managing agent, and the council or managing agent shall have the right to keep, a working copy of any key(s) required to gain entry into any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the council or managing agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other emergency condition which is likely to adversely affect the common elements or other units. The council or managing agent shall establish and implement, subject to prior approval of the board of directors, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than these noted above. The council shall have no liability to any unit owner for failure to enter any unit in the event of any emergency, and no such liability shall be assumed by the council by reason of its possession of emergency keys.

(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 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 (other than "emergency keys"), money, or articles of any description from or for the benefit of a unit owner. If packages, keys other than emergency keys (whether for a unit or an automobile), 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. Deliveries requiring the council or the managing agent to provide entrance to a unit will not be accepted.

(F) Recreational and common facilities

(1) All persons using any of the recreational or 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 recreational or 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, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pet(s) 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 8:00 a.m. and 9:00 p.m. Each unit owner is responsible for the proper removal of trash, debris, crating, or boxes relating to that 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 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.

WBB/6-96/Bcklywds.r&r
Rev. 08/06/96 9:37 AM

VILLAGE OF BECKLEY WOODS CONDOMINIUMS - JANUARY 26, 1999

BUILDING NO.	UNIT NO.	SQUARE FEET	PERCENT
1	401	1656	1.38
1	403	1746	1.46
2	405	1652	1.38
2	407	1631	1.36
3	409	1621	1.35
3	411	1859	1.55
4	413	1627	1.36
4	415	1784	1.49
5	417	1779	1.48
5	419	1756	1.46
6	421	1871	1.56
6	423	1899	1.58
7	501	1928	1.61
7	503	1949	1.63
8	505	1870	1.56
8	507	1877	1.57
9	509	1864	1.55
9	511	1866	1.56
10	513	1717	1.43
10	515	1868	1.56
11	517	1947	1.62
11	519	1947	1.62
12	521	1951	1.63
12	523	1956	1.63
13	525	1746	1.46
13	527	1860	1.55
14	529	1626	1.36
14	531	1607	1.34
15	533	1615	1.35
15	535	1752	1.46
16	14020	1626	1.36
16	14022	1740	1.45
17	14016	1751	1.46
17	14018	1753	1.46
18	14012	1778	1.48
18	14014	1614	1.35
19	14008	1861	1.55
19	14010	1591	1.33
20	14004	1615	1.35
20	14006	1930	1.61
21	14000	1766	1.47
21	14002	1648	1.37
22	14017	1784	1.49
22	14019	1893	1.58
23	14013	1740	1.45
23	14015	1752	1.46
24	14001	1627	1.36
24	14003	1788	1.49
25	404	1772	1.48
25	406	1612	1.34
26	408	1784	1.49
26	410	1760	1.47
27	418	1617	1.35
27	420	1618	1.35
28	14029	1864	1.55
28	14031	1899	1.58
29	14025	1628	1.36
29	14027	1756	1.46
30	14024	1617	1.35
30	14026	1793	1.50
31	530	1626	1.36
31	532	1780	1.49
32	500	1772	1.48
32	502	1612	1.35
33	504	1904	1.59
33	506	1897	1.58
34	510	1863	1.55
34	512	1614	1.35
TOTALS	68	119,872	100.00

Current percentages shown do not include garages, storage areas or basements.
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END OF DOCUMENT

BOOK 7179 PAGE 0790

Exhibit

B

**Village of Beckley Woods
Rules & Regulations
Administrative Resolution No. 7**

WHEREAS, Article III (B) of the By-Laws of the Village of Beckley Woods Council of Co-Owners grants the Board of Directors ("Board") the power to conduct Council business, Article III (B) (1) grants the Board the power and duty of seeing to the operation, care, upkeep and maintenance of the common elements, and Article VI (C) of the Master Deed grants the Board authority to promulgate Rules and Regulations from time to time;

WHEREAS, the Board has a responsibility to protect community harmony and property values and address conditions that disrupt that harmony;

WHEREAS, the Board enacted and published a prohibition against the further construction of decks in the Village on February 22, 2002;

WHEREAS, the Board's prohibition against the further construction of decks was recently upheld by the Jefferson Circuit Court in Cause No. 03-CI-07065; and,

WHEREAS, the Board of Directors desires to eliminate any question regarding additions to the exterior of individual units.

NOW THEREFORE LET IT BE RESOLVED that the Board wishes to add the following to the Village of Beckley Woods Rules and Regulations as item (B) (15).

1. The construction of decks by unit owners or their agents is prohibited.
2. For the purpose of this resolution, a deck is defined as a roofless, above-ground, outdoor floored structure, usually with railings, constructed of wood or similar material, adjoining a residential unit through a doorway.
3. The installation of steps or stairs from the upper level of a walkout unit is also prohibited under this resolution. A walkout unit is defined as a unit situated on a fall-away lot and having a basement, the back wall of which is above ground.

LET IT BE FURTHER RESOLVED, that the Board of Directors or any member thereof shall cause a copy of the new policy to be distributed and disseminated to the unit owners and shall insert a copy of said policy into the Council's formal Rules and Regulations.

Recorded in the book of minutes: _____ 2005

Date _____ 2005

Secretary, Board of Directors

President, Board of Directors

**Village of Beckley Woods
Administrative Resolution #1**

At the regularly scheduled meeting of the Board of Directors of the Village of Beckley Woods held at First Capital Bank, on October 8, 2002, the Board was asked to approve the proposed collection policy as circulated to the Board prior to the meeting and set forth herein. The following directors were present: Jane Parker, Brenda Frank, Bobbie Niblock and Carol Doerhoefer. Absent: Jerry Blevins.

The meeting was presided over by the president, and the secretary kept the minutes.

WHEREAS, Article VI(C) of the Master Deed grants the Board of Directors the authority to promulgate Rules and Regulations from time to time.

WHEREAS, amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.

WHEREAS, the Association's economic well-being relies on the timely payment of assessments and other allowable charges and it is the Board's duty to use its best efforts to collect funds owed to the Association;

WHEREAS, the Board instituted a policy of charging a \$10.00 late fee in September 1999 for assessments not paid by the 10th day of each month and has consistently applied such a policy since that time; and

WHEREAS, the Board now wishes to formalize this policy and make it a part of the Village of Beckley Woods Rules and Regulations,

NOW THEREFORE LET IT BE RESOLVED that "amounts payable" to the Association shall specifically include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.

LET IT BE FURTHER RESOLVED that regular maintenance assessments are due and payable in advance on the 1st day of each month. Fees not received or postmarked by the 10th of the month will be considered past due.

LET IT BE FURTHER RESOLVED that the following charges shall apply to fees which are not received or postmarked by the 10th day of each month

A late fee of \$10 shall be charged monthly on all delinquent balances.

A \$25 NSF (Non-Sufficient Funds) charge will apply to any returned check.

Any balance older than 30 days will incur an interest charge of 1% per month until paid.

Payments received shall be first applied to interest, then to late charges, or collection expenses and then to assessments owed.

LET IT BE FURTHER RESOLVED that for all balances exceeding \$50 that are thirty (30) days past due, the Board adopts the following notification process:

FIRST NOTICE. First Notice of Past Due Charges including detail of interest, assessments, late fees, NSF charges, and other charges that apply will be sent by First Class Mail to an owner whose balance is thirty (30) days past due.

SECOND NOTICE. Second Notice of Past Due Charges including detail of interest, assessments, late fees, NSF charges, and other charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due.

10-DAY DEMAND. 10-Day Demand for Payment including detail of interest, assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is seventy-five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but are not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure.

LET IT BE FURTHER RESOLVED that the owner of a unit who is delinquent in paying any assessment (whether regular or special) shall be charged the Association's reasonable attorney fees and related costs if the delinquent account is referred to an attorney for collection.

LET IT BE FURTHER RESOLVED, that a late fee will not be imposed on the regular monthly assessment that is delinquent the month immediately following the transfer of property to a new owner. Thereafter, all collection procedures outlined in this policy will apply.

LET IT BE FURTHER RESOLVED that the Association may charge the owner for the following additional fees:

- Fees charged by Property Management Company to collect funds payable to the Association,
- Owner bankruptcy,
- Foreclosure action or deed in lieu of foreclosure,
- Notification, filing and satisfying liens,
- Enforcement of the Association's Rules, By-Laws, Declaration or Policies,
- Costs of litigation,
- Repairs to the Association's common areas that result from the acts of owners or guests.

LET IT BE FURTHER RESOLVED, that the Board or any member thereof shall cause a copy of the new policy to be distributed and disseminated to the unit owners and shall insert a copy of said policy into the Association's formal Rules and Regulations.

Recorded in the Book of Minutes: October 8, 2002

Date: October 8, 2002

Laur J. Doehrfel, Secretary
Secretary

**Village of Beckley Woods
Administrative Resolution #2**

WHEREAS, Article III (B) of the By-Laws of the Village of Beckley Woods Council of Co-Owners grants the Board of Directors power to conduct council business, Article III (B) (1) grants the Board of Directors the power and duty of seeing to the operation, care, upkeep and maintenance of the common elements, and Article VI(C) of the Master Deed grants the Board of Directors authority to promulgate Rules and Regulations from time to time.

WHEREAS, the manufacturer of STO advises that to maintain the integrity of the product, the STO should be above grade, and no dirt, mulch, or other landscaping material should come in contact with the STO, and

WHEREAS, the manufacturer of STO also advises that to maintain the integrity of the product, no vegetation should be allowed to grow on or against the STO, and

WHEREAS, the Board after a visual inspection of the exterior of the units has determined a need to formalize a policy and make it a part of the Village of Beckley Woods Rules and Regulations.

NOW THEREFORE LET BE IT RESOLVED that the Board wishes to add the following to the Village of Beckley Woods Rules and Regulations as item (B) (14).

STO Protection: No dirt, mulch, or other landscaping material including vegetation shall be permitted to come in contact with the STO. The lawn service contractor shall be instructed to keep mulch and other landscaping materials from coming in contact with the STO and shall also be instructed to trim or remove, if necessary, shrubs and vegetation growing on or against the STO.

LET IT BE FURTHER RESOLVED, that the Board or any member thereof shall cause a copy of the new policy to be distributed and disseminated to the unit owners and shall insert a copy of said policy into the Council's formal Rules and Regulations.

Recorded in the book of minutes: _____ 200

Date _____ 200

Secretary, Board of Directors

President, Board of Directors