

COBBLESTONE COUNCIL of CO-OWNERS
ASSOCIATION

RULES AND REGULATIONS

Version 1.01

November, 2006

Cobblestone Council of Co-Owners

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EXHIBITS:

ARCHITECTURAL IMPROVEMENT APPLICATION
REQUEST FOR USE OF COBBLESTONE CLUBHOUSE
COBBLESTONE CLUBHOUSE RESERVATION AND RENTAL RULES
COBBLESTONE CLUBHOUSE RESERVATION and RENTAL CHECKLIST

INTRODUCTION

This booklet has been prepared for the members of the Cobblestone Council of Co-Owners Association to provide a summary of the RULES and REGULATIONS of the association. It also contains policies and procedures that the Board of Directors and the Management Company will be following to best serve each resident of Cobblestone Co-Owners.

It is the purpose of your Board of Directors to maintain, protect and enhance the value of your home at Cobblestone. In addition, it is the purpose and promise of your Management Company to assist the Board of Directors in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all residents and their guests.

This is your home and we want you to enjoy it

Sincerely,

Board of Directors
Cobblestone Council of Co-Owners Association

DEFINITIONS, DISCLAIMER AND DEFERRAL TO DOCUMENTS

Definition of Unit Owner: Every person or entity, who is of record, is the Owner of a fee or undivided fee simple interest in a unit.

Definition of Resident: Any person(s) who occupies or resides in a unit will be defined as a resident.

Definition of Common Area: Any area outside of each Condominium that is generally used by the resident, such as: lawns, sidewalks, pool, clubhouse, parking areas, driveways, landscape beds, etc.

Definition of Limited Area: included in the Common areas and facilities, but restricted to the use of the Resident of the units to which such areas and facilities are adjacent and appurtenance to, the following items shall be known as Limited Common Areas and Facilities: all patios and decks.

Definition of Lessee: Any tenant(s) of the Unit Owner.

These Rules and Regulations are designed to familiarize Residents briefly with the Association, Management, and policies and procedures. A fuller, more comprehensive reference to any item concerning Cobblestone Co-Owners can be found in the Declaration, Articles of Incorporation, and By-Laws.

In case of any conflict between these Rules and Regulations and the Declaration, Articles of Incorporation, and By-laws; the Declaration, Articles of Incorporation, and By-Laws shall control.

The Board of Directors may amend these Rules and Regulations at any time.

BOARD OF DIRECTORS, MEETINGS, AND AGENDA

Cobblestone Co-Owners Association, Inc. is the corporation formed for the purpose of administering Association business and the operation of all commonly held property.

Each person owning a fee-simple interest in the Unit ("Unit Owner") is automatically a member of this Association, and no other parties may become members. When a Unit Owner transfers ownership of a unit to another party, membership automatically terminates, as to the transferring Unit Owner and the other party then becomes a member of the Association.

The annual meeting of the members shall be held in November of each calendar year. Each member will be notified by mail of the date, time and location of the annual meeting.

The order of business at Association meetings will be as follows:

1. Call of meeting to order
2. Roll call; determination of whether there is a quorum
3. Proof of notice of meeting or waiver of notice
4. Reading of the minutes of preceding meeting
5. Report of officers
6. Reports of committees
7. Election of Board (when appropriate)
8. Unfinished and/or old business
9. New business
10. Adjournment

The Unit Owner(s) of each unit is (are) only entitled to one vote per unit.

Any member who wants an item of business placed on the agenda should notify the Board of Directors. All requests should be made in writing at least two (2) weeks prior to the meeting date.

Unit Owners who cannot attend the Annual Association Meeting may vote by proxy. Proxies must be in writing, and proxy forms will be mailed with the meeting notice. Additionally, a Unit Owner may vote by mail on any matter to be voted on at the annual meeting, provided the written vote is received or hand delivered to the Secretary of the Association within seven (7) days before the date of the meeting.

FUNCTIONS AND DUTIES OF OFFICERS

PRESIDENT: The President shall be the chief officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board of Directors. The President may sign all legal instruments authorized by and on behalf of the Association.

VICE PRESIDENT: The Vice President shall perform the duties of the President whenever the President is unable or unwilling to act, as determined by the Board of Directors.

SECRETARY: The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and the Board of Directors; shall give notice of meetings of Unit Owners and of the Board of Directors; shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities; and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto.

TREASURER: The Treasurer shall monitor the collection of and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of accounts, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocations, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting.

COMMITTEES: Committees may be requested by the Board of Directors and are to serve at the pleasure of the Board of Directors. Any Committee may be disbanded with or without cause as required.

THE MANAGEMENT COMPANY

The Management Company for Cobblestone Co-Owners is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held real property.

The Management Company has specific authorization and obligations as contained in the management contract, a copy of which will be available upon reasonable request, which will generally run for a period of one year.

The Management Company is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors, acting on behalf of all Unit Owners, are carried out. The expertise and experience of the Management Company, acting as the agent for the Board of Directors, provides the Board of Directors with the information and facts necessary to make appropriate decisions on almost all aspects of the condominium administration and management of common real property.

MONTHLY MAINTENANCE FEE

1. The Board will assess a monthly Maintenance Fee each year for each unit of the Association. This fee is to pay for the association operating expenses, the maintenance and repair of the Common Areas, insurance of the Property, and a reserve fund to pay for major capital expenditures (roofs, roads, painting, etc.) It will also include a monthly fee for the operation of the Recreational Facilities (Clubhouse, Physical Fitness Room and Pool), which is owned and operated by the Cobblestone Estates Association.
2. The monthly Maintenance Fee will be based on the annual budget of the association. Each unit will pay a proportionate share based on the square footage of the unit to the total square footage of all units.
3. The Board will inform each unit owner of the Monthly Maintenance Fee for the coming year in writing. This notification is to be postmarked no later than December 1st.
4. Monthly Maintenance Fees are due the 1st day of each month.
5. A late fee will be imposed on all payments not received within the first 10 days of the month. The late fee will be 20 of the delinquent amount.
6. If the Monthly Maintenance Fee is not paid within 30 days after the due date, it will be considered delinquent and the following will apply:
 - A. The delinquent amount plus the late fee shall bear interest at 1.5 per month (18 per annum) or such other reasonable rate set by the Board in its minutes.
 - B. The delinquent amount, plus interest and other costs shall be subject to a lien being placed against the property. The Association is entitled to recover its reasonable attorneys' fees, court costs and collection costs as part of the lien.
 - C. The lien arises automatically, and no notice of lien need be recorded to make the lien effective.
7. The Owner has the sole responsibility of keeping the Association informed of their current address if different from the Unit owned. Otherwise notice sent by the Association to the Unit address is sufficient for any notice required.

GUIDELINES FOR MAINTENANCE AND REPAIR

ITEMS COVERED BY MAINTENANCE FEE:

1. Roadways and driveways.
2. Exterior of all buildings, including roof.
3. Exterior doors and trim, and exterior window trim.
4. Patios and decks.
5. All other property, which is required to be maintained by the Association in a good state of repair.
6. Property and general liability insurance.
7. Reserve fund for replacements and capital improvements.
8. Recreational facilities.

ITEMS UNIT OWNER IS RESPONSIBLE FOR:

1. Interior of homes and garages, (including but not limited to: windows, including glass breakage, patio enclosures, fireplaces, chimneys, water faucets, and appliances).
2. Unit door locks.
3. Interior plumbing fixtures and lines servicing one home.
4. General interior upkeep (painting, etc.).
5. Unit smoke detectors.
6. Heating, air conditioning.
7. Garage doors.
8. Storage areas.
9. Bathroom and dryer vents.
10. Unit Owners insurance for personal property, contents and liability coverage.
11. Repairs of all damage to any part of the common or limited common areas and facilities caused by a Resident, its invitees, licensees, guests, family members, pets or vehicles.

GENERAL RULES AND REGULATIONS

1. No part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the property was designated. Each Unit shall be used only for residential purposes.
2. For control purposes and to minimize damage to the amenity areas, the key to the Clubhouse physical fitness room, pool, and storm shelter is not to be copied. It is to be used only by the Resident and not to be lent out or in the possession of any person other than the Resident.
3. Each Resident is responsible for their key to the above areas. The issuance of a new key will cost not less than \$100.00.
4. The Board of Directors may take the key and use privileges from anyone who does not comply with the published rules and regulations of the Clubhouse, the exercise room, or the swimming pool and surrounding area.
5. No business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property.
6. To the extent permitted by law, a Resident may use a portion of his/ her residence for an office or studio (other than a music or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other residents; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of said Resident's Unit.
7. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities.
8. Nothing shall be kept in, or done to, any Unit or in, or to the common areas or facilities or garages which will increase the rate of insurance on the building.
9. Nothing shall be kept in, or done to, any Unit or in, or to the common areas or facilities or garages which would impair the structural integrity of any building or which would structurally change any building.
10. No open fires shall be permitted on any part of the Condominium property other than fires in charcoal grills or other similar cooking devices.
11. All trash, garbage or other rubbish shall be deposited by the Resident in special covered sanitary containers as directed by the Association.
12. Unit Owners shall not cause, or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building.

GENERAL RULES AND REGULATIONS

13. No sign, awning, canopy, shutter, radio or television antenna, or television satellite dish, shall be affixed to or placed upon the exterior walls or roof or any part of the building thereof, without approval of the Board of Directors.
14. Unit Owners shall not cause or permit any curtains, shades or other window coverings to be hung inside or outside any windows or transparent doors, which show any color other than white or beige tones on the outside.
15. No clothes, sheets, blankets, laundry of any kind or other articles may be hung out or exposed on any part of the common areas and facilities.
16. No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Residents.
17. One "For Sale" or "For Rent" sign may be placed either in a window or against the front of the Unit. However, the Board of Directors reserves the right to remove or change the location of any sign.
18. No other window display or advertising shall be maintained or permitted on any part of the Condominium Property. No other signs that are visible from the outside of Units may be placed on any part of the Condominium Property except as expressly permitted by the Board of Directors. An "open house" sign may be displayed only for a period of 24 hours prior to, and including, the open house.
19. Residents may not paint or otherwise decorate or change the appearance of any portion of the building not within the walls of their unit, without prior written consent of the Board of Directors.

PARKING AND RELATED RULES

1. All Residents and their guests are expected to comply with the speed limit signs and stop signs posted on the Association property.
2. Visitors must park in designated spaces. It is the responsibility of the Resident to inform visitors of parking restrictions. Any violators will be towed away at the vehicle owner's expense.
3. Parking is not permitted on Glasgow Blvd., and vehicles must not be parked in unpaved areas at anytime.
4. Resident vehicles must be parked in marked parking space or in the garage space that the Resident occupies. The Resident(s) of any one Unit may not collectively park more than three (3) vehicles on the Condominium Property, including garages.
5. Inoperative vehicles, including vehicles with expired tags, may not be parked on the Condominium Property unless these inoperative vehicles are parked in the garage and the garage door of such Unit is completely closed at all times. Vehicles with expired tags will be considered abandoned and towed away at the Owner's expense.
6. Parking of any trailer coaches, house trailers, mobile homes, automobile trailers, recreational vehicles, campers, trucks over 3/4 ton, boats, boat trailers, or any similar vehicles (collectively "special vehicles") is not permitted on common Condominium Property, unless such special vehicles are parked in the garage of the Resident and the garage door is completely closed at all times.
7. No kerosene or propane heaters of any kind are to be used in the garages.
8. Extraordinary or extensive maintenance of automobiles or vehicles cannot be carried out in the parking lot.
9. All motor driven vehicles (including mini-bikes and motorcycles) are restricted to the street and driveways. Residents must comply with all State and Local laws. Under no circumstances shall any motor vehicle be ridden on any lot, common area, or limited common area.
10. Motorcycles, bicycles, skateboards, rollerblades and rollerskates are permitted but restricted to the street and driveways. If damage is found due to the use or abuse, then this rule can be changed to prohibit one or all of these items.

PETS

1. All pets shall be controlled so as not to create a nuisance (ie. barking, smell, appearance, waste, etc.)
2. PET OWNERS ARE REQUIRED TO IMMEDIATELY DISPOSE OF THE WASTE CREATED BY THEIR PETS.
3. All pets MUST be on hand-held leashes when outside of the residence and to be under complete control of the person walking the pet, in accordance with ordinance by the Metro Louisville Government.
4. Pets MAY NOT be staked or tied on, to, or in, any common or limited common areas. The Management Company will remove Chains or stakes.
5. Pets are NOT allowed in the pool or clubhouse except for service animals.
6. Pets should be walked using the streets and sidewalks, or the outer peripheral paths on the Condominium Property. Use of the limited common areas immediately adjacent to housing units must be avoided. REMEMBER, PET OWNERS MUST IMMEDIATELY DISPOSE OF THE WASTE CREATED BY THEIR PETS.
7. Property damage (such as digging shrubs or urine spots which kill grass, etc.) will not be tolerated. Pet Owners will be held responsible for cost of replacement/repair or the pet can be permanently removed from the Condominium Property upon seven (7) days written notice from the Board of Directors of the Association.
8. Any pet causing repeated property damage, or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon seven (7) days written notice from the Board of Directors of the Association.
9. Two dogs, or two cats or one of each, or two other household pets may be kept in a Unit.
10. No animals of any kind shall be bred in any Unit or in the Common Areas and Facilities.
11. No exotic animals shall be kept in any Unit (including but not limited to snakes, lizards, monkeys etc.).
12. Dog houses or other structures used, or intended for, the housing or keeping of animals MAY NOT be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities. This includes all patios.
13. All complaints relative to pets shall be in writing and shall be mailed to the Management Company.
14. All pet Owners are to have their pets included on their personal liability insurance policy.

LEASED UNITS

1. These Rules and Regulations apply to all units not Unit Owner occupied.
2. Unit Owners must inform the Management Company, prior to renting, to ensure compliance with the rules.
3. Leases of any Unit shall be in writing.
4. Unit Owners must file copies of their lease and tenant information with the Management Company within ten (10) days of initial occupancy. Failure to do so will result in the loss of access to Common Areas and Facilities by both the tenant and the Unit Owner.
5. Unit Owners must notify the Management Company of tenant changes immediately. Failure to do so will result in the loss of access to Common Areas and Facilities by both the tenant and the Unit Owner.
6. To prevent unauthorized access to buildings, Unit Owners are responsible for the retrieval of all keys from the tenants, upon the tenant's departure from the Unit
7. Tenants must abide by all Association Rules and Regulations. Unit Owners will be notified along with the tenant of any violations. The Unit Owner will be held responsible for their tenant's actions, including any fines and damages that may apply.
8. No Unit Owner, or any first mortgagee in possession, shall lease less than an entire Unit.
9. There shall be no sub-leasing of a Unit by a tenant.
10. No Unit shall be leased for a term of less than 6 months.
11. No Units shall be rented for transient or hotel purposes, which shall be defined as:
 1. Rental for any period less than thirty (30) days.
 2. Any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen.

ARCHITECTURAL CONTROL

1. The Board of Directors has been charged with the responsibility of maintaining the aesthetic and architectural character and appearance of the community. The following regulations are in keeping with the overall plan for the community. Any improvements and/or changes affecting any structure within the community must adhere to these guidelines.
2. In the event these guidelines are unclear or ambiguous, the Declaration, Articles of Incorporation, By Laws, and/or any applicable City ordinances shall be controlling.
3. The Board of Directors must review and approve all applications for change to an exterior of a condominium or surrounding grounds.
4. The Board of Directors realizes that from time to time applications for improvements will be made that may not fall within the established guidelines. The Board of Directors will remain flexible in its actions; however, all applications for improvements will be evaluated on:
 - a. The harmony of external design and location in relation to surrounding units in the community.
 - b. The potential for future maintenance problems or expenditures which the installation or change might cause the Association.
5. To facilitate the above and to maintain complete and accurate records, an application form must be submitted and approved prior to making any change or addition to exterior or grounds. NO work should begin until written approval is received.

ARCHITECTURAL CONTROL REQUEST FORM PROCEDURES

Any Unit Owner desiring to make any change or improvement to any common or limited common area **MUST REQUEST AND OBTAIN APPROVAL** from the Board of Directors. The procedure for this is as follows:

1. Submit an application to the Management Company with an attached complete description of the improvement with a drawing, photograph or catalog picture or specification, including colors and materials as appropriate, and attached (if applicable) the subcontractors Insurance Certificate Number and a copy of a current insurance liability policy.
2. The application will be reviewed by the Board of Directors for approval, disapproval, or deferred pending additional or alternative recommendations for the improvement. The Unit Owner will receive a written notice of the Board of Directors action.
3. Any changes or improvements made by a Unit owner are the responsibility of the Unit Owner for maintenance, repair, and/or replacement.
4. Unauthorized changes or improvements must be removed and the area restored to original conditions at the discretion of the Board of Directors. Removal will be at the expense of the Unit Owner.
5. If a resident refuses to remove a change or addition which had been installed without prior approval of the Board of Directors, the Management Company may be called to remove the changes or additions and any and all costs involved including attorney fees will be charged as an assessment and collectable as any assessment may be collected.

The purpose of requiring Board of Directors approval is not to discourage improvements but to limit improvements to those that enhance the value and conform to the overall aesthetic appearance of the units. **THIS CONTROL SHOULD BE LOOKED UPON AS A PROTECTION OF YOUR INVESTMENT, NOT AS A NUISANCE.**

Improvement Application Forms are available upon request at the Management office.

A sample form is enclosed.

PENALTIES

According to the Declaration of Master Deed for Cobblestone Condominium Article II, Section 1. (g):

"No noxious or offensive activity shall be carried on in the project, nor shall anything unreasonable be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants."

The Board of Directors decided to reiterate this paragraph to remind residents of Cobblestone Condominium of the responsibility they have to their neighbors and friends to be continuously aware of actions that might be offensive to others.

The paragraph below pertains to any rules and regulations as set forth by the Board of Directors. These listed remedies will be utilized as necessary to oblige Residents to comply with the rules and regulations adopted by the Board of Directors.

"If problems persist, the Board of Directors may wish to enforce rules for penalties against the Resident. Following are descriptions of letters to be sent to Residents who do not follow these published rules subjected to any amendments to said rules:

1st: Mild warning letter.

2nd: Strict warning letter with notice that the next letter would include a fine.

3rd: Fine in the amount of \$50.00, with 30 days to pay. 1.5 monthly interest on late fee.

4th: Fine in the amount of \$200.00 with 30 days to pay. 1.5 monthly interest on late fee.

5th: Court action.

The Board of Directors does have power to enforce the above via Court Action, if required.

In the event these guidelines are unclear or ambiguous, the Declaration, Articles of Incorporation, By Laws, and/or any applicable City ordinances shall be controlling.

GUIDELINES FOR INSTALLING A SATELLITE TV DISH

A Cobblestone Architectural Improvement Application must be completed and the location approved by the Board before any installation is made.

The satellite dish shall not exceed 18 inches in diameter.

The homeowner will remove the dish if satellite TV service is discontinued and/or if the unit is sold.

SNOW REMOVAL POLICY

The following guidelines have been established for snow removal:

Snow removal will be done if there are 2 or more inches of snow and the snow has accumulated on the roadways.

Snow is to be removed from all roadways, entrances to garages, and parking lots for Clubhouse.

After all streets and driveways are cleared, a path, a shovel width wide, may be done to each home from their driveway.

In the event that the snow/ice cannot be removed with snowplows, the contractor will be authorized to bring in equipment, such as a bobcat, which can break through the accumulation.

It is the responsibility of the Board of Directors to notify the management company when the snow level reaches 2 inches. In the event the chair is unavailable, the order of responsibility is President, Vice-President, Secretary, and Treasurer.

CLUB HOUSE RULES

1. The Cobblestone Estates CLUB HOUSE, PHYSICAL FITNESS ROOM AND POOL or "RENTAL AREAS" are for the use of the Cobblestone Estates Homeowner's Association (CEHA) and Cobblestone Council of Co-owners (CCCO) homeowners. The use of these three facilities and rental of the Cobblestone Club House "RENTAL AREAS" is considered a benefit of Cobblestone home ownership. The CLUB HOUSE, PHYSICAL FITNESS ROOM and POOL facilities are NOT available for use by non-homeowners, businesses, organizations, etc.
2. The Club House "RENTAL AREAS" available for rental purposes by homeowners and residents are the following common areas: the Great Room, Study, Parlor, Screened Porch, Kitchen, Rooms A and B upstairs and access to the Rest Rooms. Specifically EXCLUDED from the rental areas are the following: Physical Fitness Room, Storm Shelter and other basement rooms, the second floor Board Room and the Swimming Pool facility and equipment.
3. The "Rental Areas" may be reserved for private use by any CEHA or CCCO Homeowner or resident over the age of 21, who is in good standing with their Association. The "Rental Areas" are never available for overnight activities or lodging.
4. Groups composed of CEHA and/or CCCO homeowners only (e.g. "Rental game groups, CEHA and CCCO Boards and Committees, etc.) may reserve and use the Areas" without charge. However, the reservation and use of the "Rental Areas" must be scheduled through the Coordinator and may not conflict with a fee-paid rental.
5. The Club House is not licensed for the sale of alcohol. Alcoholic beverages may NOT be sold in the Club House and "Rental Areas". The consumption of alcohol is expressly forbidden by law in the Swimming Pool facility. Use of alcoholic beverages must be confined to the "Rental Areas" and is subject to all relevant state and local laws. The Homeowner signing the rental agreement is accountable for all alcohol-related behavior of guests, invited and uninvited attending the rental event and indemnifies the Cobblestone Estates Homeowner's Association, its Board of Directors, the members of the Club House and Pool Committee and Club House Coordinator for any claims resulting from alcohol-related behavior.
6. Dangerous, unlawful and/or excessively noisy activities are NOT permitted in the Club House, Physical Fitness Room, the Swimming Pool facility, the "Rental Areas" and non-rental areas, parking lots and grounds.

CLUB HOUSE RULES (Continued)

7. Members of the CEHA Board of Directors, Club House and Pool and Committee, and/or the Club House Coordinator reserve the right to unlimited access to all portions of the Club House at all times in order to fulfill their duties.
8. Reservation of the Club House "Rental Areas" by CEHA and CCCO homeowners or residents is not confirmed until a signed "Rental Agreement" form and checks for the \$50 "Rental Fee" and \$100 "Security Deposit" are received by the Club House Coordinator. The "Rental Fee" and "Security Deposit" checks are subject to the normal bank penalty fees if returned by a bank. Furthermore, the aforementioned Club House rental reservation form attached to the checks is cancelled until the renting homeowner resumes the rental process with the Club House Coordinator by presenting cash to replace the failed check plus the penalty fee.
9. The renting homeowner is responsible for any damage done to the Club House, its contents, and/or the surrounding common area. The renting homeowner shall hold the CEHA, its Board, Directors, Club House and Pool Committee members and the Coordinator harmless from, and indemnify the Association for any claims against the Association for damages, including reasonable attorney's fees and court costs suffered by the CEHA.
10. The Clubhouse Coordinator will make a personal inspection of the "Rental Areas" and the Club House as a whole and the Clubhouse grounds within 24 hours prior to and following a rental event or prior to the next event, whichever occurs first. After the post-event inspection the security deposit will be held until the Clubhouse Committee reviews the post-event inspection report. At which time the deposit will be refunded or applied to any damages. In the event of significant damage, the CEHA reserves the right to refuse future rental of the Club House to the homeowner.
11. The cost of cleaning or repairing the Club House and/or adjacent common areas as a result of abuse by the homeowner or guests (invited or not), which exceeds the amount of the security deposit, shall be assessed against the homeowner. The homeowner consents that the assessment, together with any reasonable attorney fees, court costs, and/or collection costs, shall constitute a lien against the homeowners unit. The lien may be foreclosed.
12. Closing time for the Clubhouse is 1:00 a.m., at which time all guests must have vacated the property. The homeowner must vacate the rental area by 1:30 a.m. Cleaning (including placing trash in the dumpster in the Pool area) must be completed before leaving and the key returned as specified by the Club House Coordinator.

CLUB HOUSE RULES (Continued)

13. Any violation of the "Club House Governing Rules", "Club House Reservation and Rental Policies", "Request for Association Usage and/or Rental of Club House" form and "Club House Association Usage and Rental Checklist" form may result in the forfeiture of part or all of the "Security Deposit." This is in addition to any other remedy available to the Association, including the filing of a lien as described above.
14. Neither the Cobblestone Estates Homeowners Association (CEHA), the Board, or its Directors, the Club House and Pool Committee, the Club House Coordinator nor its management company is responsible for injuries to homeowner(s), residents and/or guest(s) as a result of reservations or rental of the Club House rental and other areas and facilities and/or surrounding grounds.

PHYSICAL FITNESS ROOM RULES

1. The Physical Fitness Room is for the use and enjoyment of all Cobblestone Estates Homeowner's Association (CEHA) and Council of Co-Owners (CCCO) owners, residents and their guests. An adult owner or resident must accompany all guests. Each owner or resident is limited to two (2) other family members or non-family guests per visit, or 3 people per visit.
2. Any resident or guest under the age of sixteen (16) must be accompanied at all times by an adult owner or resident.
3. No pets, food, beverages, smoking or tobacco products or chewing gum is permitted in the Physical Fitness Room.
4. Proper usage of exercise equipment by residents and guests is required. Improper use will result in damage to equipment and possible injury. Damage may lead to the suspension of Physical Fitness Room privileges and/or the abuser and payment of damages.
5. Children under the age of fourteen (14) are not permitted to use the Physical Fitness Room.
6. The thermostat is set and locked at 65 in the winter and 72 in the summer so you will be comfortable while exercising. Windows are not to be opened nor the blinds pulled-up. Please leave the blinds tipped to keep the sun out and provide privacy.
7. If there is a malfunction with the exercise equipment, the heating or air conditioning system, please contact the Management Company.
8. Use of the Physical Fitness Room is AT YOUR OWN RISK. PLEASE CONSULT YOUR PHYSICIAN PRIOR TO COMMENCING ANY EXERCISE PROGRAM.
9. Please be certain to leave everything in good order and turn off the fan, equipment, television and lights upon leaving. THANK YOU!

THE CEHA, CCCO, AND THE MANAGEMENT COMPANY ARE NOT RESPONSIBLE FOR INJURIES OR THE LOSS OF THE PERSONAL PROPERTY OF OWNERS, RESIDENTS AND/OR GUESTS WHILE USING THE PHYSICAL FITNESS ROOM OR ANY RECREATIONAL OR OTHER FACILITY OF THE CLUB HOUSE AND POOL. THE UNIT OWNER IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE RESIDENTS AND/OR GUESTS OF THEIR UNIT.

SWIMMING POOL RULES

The Club House, Swimming Pool, Physical Fitness Room and the other facilities are for the use and enjoyment of all Cobblestone Estates and Council of Co-Owners unit owners/residents and guests only. Each owner/resident is entitled to only one key. No one under age 16, nor any guest is permitted to use the pool key.

Owners/residents may bring only 2 non-resident guests to the pool. An adult resident must accompany any guest(s) at all times. Babies in diapers must be dressed in tight fitting plastic/rubber pants that are unsoiled. Swimmers, sunbathers and exercisers who are residents and guests may only use the Pool, Physical Fitness Room and Rest Rooms and at their own risk. The Association, Directors, Officers, Committees and Management Company are not responsible for any swimmer, sunbather, exerciser or their personal property. The pool is not available for private "pool parties". Only non-glass drinks and snacks are permitted and only at the large and small tables. Drinks, snacks, candy, tobacco, etc. are not allowed in the pool itself or water, or in the Rest Rooms and Physical Fitness Room. The Club House itself is off bounds to swimmers, sunbathers and exercisers. Rafts may only be used at the discretion of the lifeguard. Chewing gum is not allowed in the pool, on the pool deck or in the pool grounds. Alcohol and other drugs are not allowed in the pool. Chewing tobacco and snuff are not allowed and tobacco in any other form may only be used in the designated area. Owners/residents are responsible to dispose of all their allowed tobacco products, drinks, snacks, trash, etc. and also that of their guests in the properly covered sanitary containers.

It is the responsibility of each owner/resident and their guests to observe the STATE AND COUNTY RULES in order to maintain a safe, sanitary, healthy and secure pool for the use and recreation of all concerned. The Board of Directors has the responsibility and authority to suspend the pool privileges of any person who abuses the rules, rights and safety of others.

POOL DATES

SWIMMING : The season begins on Saturday of the Memorial Day weekend and ends on the Sunday after the Labor Day.

SUNBATHING: April 15th through October 15th

POOL HOURS

The pool is open from 7 am to 11 pm daily. Lifeguard on duty 12 pm to 5 pm daily. See STATE AND COUNTY RULES below for swimming without a lifeguard.

SWIMMING POOL RULES (continued)

STATE AND COUNTY RULES

"WARNING, no lifeguard on duty, no one may be in the pool while alone and no more than 5 persons may be in the pool at any time. (This regulation is called the 2 and 5 rule). An adult must accompany persons under 16 years. Persons found in violation shall be subject to a fine up to \$100.00." (900.1505 b)

"The operator of each pool or water safety personnel shall keep a daily record of information regarding operation. These records shall be kept on file at the facility and shall be available for inspection and submission on request by the Department." (900.1601)

"Admission to the facility shall be refused to all persons having any contagious disease, or to those with conditions that appear contagious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind are not permitted. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the facility area;

No glass within pool area.

No food, drink, or tobacco allowed outside designated areas.

No running or rough play allowed.

No street shoes allowed on deck.

All apparel worn into the facility shall be clean.

All persons must shower before entering pool.

No diving in the pool.

No animals allowed in area." (900.1702)

NEITHER THE ASSOCIATION, BOARD OF DIRECTORS, OFFICERS, COMMITTEES, NOR THE MANAGEMENT COMPANY IS RESPONSIBLE FOR INJURIES, ABRASIONS, SUNBURNS, SICKNESS, DISEASE, ALLERGIES, RASH OR ANY OTHER PHYSICAL, MEDICAL OR RELATED PROBLEMS TO THE OWNERS/RESIDENTS AND/OR GUEST(S) WHILE USING OR PARKING IN ANY OF THE CLUB HOUSE FACILITIES, SWIMMING POOL, PHYSICAL FITNESS ROOM, REST ROOMS OR OTHER FACILITIES. THE UNIT OWNER/RESIDENT IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE OWNER/RESIDENT HIMSELF/HERSELF AND/OR GUESTS.

Adopted at 2/7/2006 Cobblestone Estates Board Meeting

EXHIBITS

ARCHITECTURAL IMPROVEMENT APPLICATION

REQUEST FOR USE OF THE CLUBHOUSE

CLUBHOUSE RESERVATION AND RENTAL
GUIDELINES

CLUBHOUSE RENTAL CHECKLIST

ARCHITECTURAL IMPROVEMENT APPLICATION

Cobblestone Council of Co-Owners

This Application form should be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact the Management Company. The object of requiring a Unit Owner to file an Improvement Application is to insure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow residents. K also enables the Board to determine what information and assistance it can give in order to expedite completion of your planned improvement.

NAME: _____

ADDRESS: _____ DATE: _____

PHONE: (H) _____ (W) _____

TYPE AND NATURE OF IMPROVEMENT: _____

MATERIAL: _____

COLOR: _____ LOCATION: _____

DIMENSIONS: _____ APPROX. COST: _____

An engineered drawing of all improvements must be submitted and attached to the applications to show exact locations and dimensions.

CONTRACTORS INSURANCE CERTIFICATE # (IF APPLICABLE) _____

I UNDERSTAND THE RULES CONCERNING THE PROPOSED IMPROVEMENT. THIS IMPROVEMENT IN NO WAY ENCROACHES ON A NEIGHBOR'S PROPERTY. I AGREE TO ABIDE BY THE RULES ESTABLISHED BY THE BUILDING AND GROUNDS COMMITTEE AND WILL BE SOLELY LIABLE FOR ANY UPKEEP REQUIRED BY THE ADDITION OF THIS IMPROVEMENT.

SIGNATURE OF UNIT OWNER _____ DATE _____

FOR ASSOCIATION USE ONLY:

DATE APPLICATION REC'D: _____ REC'D BY: _____

COMMENTS: _____

DATE APPROVED: _____ APPROVED BY: _____

DATE DISAPPROVED: _____ DISAPPROVED BY: _____

PLEASE RETURN THIS FORM AND ATTACHMENTS TO:

KYREALTY CORPORATION; 3944 BARDSTOWN ROAD; LOUISVILLE, KY 40218

REQUEST FOR USE OF COBBLESTONE CLUBHOUSE

REQUESTED BY (PRINT): _____

TEL.: (HOME) _____ (WORK) _____ (CELL) _____

ADDRESS: _____

TYPE OF FUNCTION: _____

DATE REQUESTED: _____ TIME: From: _____ To: _____

NUMBER OF GUESTS: _____ HOMEOWNERS _____ WORKERS: _____

WILL LIQUOR BE SERVED? _____ WILL FOOD BE SERVED? _____

WILL KITCHEN BE NEEDED? _____ WILL THERE BE DANCING? _____

WILL THERE BE MUSIC? _____ IF YES, STATE HOW PROVIDED, BAND, ETC.

ARE YOUR ASSOCIATION FEES PAID UP-TO-DATE? _____

NOTICE

Please read the "Governing Rules" and "Club House Reservation and Rental Rules" in your copy of the Association's "RULES AND REGULATIONS BOOK" before signing this agreement form.

The cost of renting the Club House includes a "Security Deposit" of \$100.00 and a "Rental Fee" of \$50.00. Rental checks are not refundable if cancelled within 2 weeks of the date reserved. Late cancellations make it difficult for other homeowners to reserve the facilities. For further information, please read the above mentioned policies in the "RULES AND REGULATIONS BOOK". The "Security Deposit" will be refunded subject to the conditions set out in the "CLUB HOUSE RESERVATION AND RENTAL RULES" included in the "RULES AND REGULATIONS BOOK".

"The Club House is not licensed for the sale of alcohol. Alcoholic beverages may NOT be sold in the Club House and "Rental Areas". The consumption of alcohol is expressly forbidden by law in the Club House Swimming Pool facility. Use of alcoholic beverages must be confined to the "Rental Areas" and is subject to all relevant State and local laws. The homeowner signing the rental agreement is accountable for all alcohol-related behavior of guests, invited and uninvited attending the rental event and indemnifies the Cobblestone Estates Homeowner's Association, its Board of Directors, the members of the Club House and Pool Committee and Club House Coordinator for any claims resulting from alcoholic-related behavior."

"The homeowner(s) are responsible for maintaining a drug, tobacco and smoke free event and supervising guests and invited or uninvited participants behavior, conduct and condition; controlling noise and preventing fighting. Any infractions, or disturbances which require police intervention will result in forfeiture of the deposit plus assessment of any additional charges which may be incurred by CEHA."

Homeowner's Signature _____ Date _____

Coordinator's Signature _____ Date _____

Cobblestone Condominium

COBBLESTONE CLUBHOUSE

RESERVATION AND RENTAL GUIDELINES

1. RESERVATIONS AND RENTALS POLICIES:

1. Reservations for CEHA and CCCO Board and Committee meetings and approved social events must be reserved with the Coordinator, but deposits and rental fees are waived.
2. Reservations and rentals are on a first come, first served basis.
3. Reservations for rental must be secured with a \$100 Security Deposit check at least 2 weeks in advance of the desired rental date.
4. Reservations are incomplete without a \$50 Rental Fee check to help pay for heating, cooling, lights, water, regular contracted cleaning, coordinating expenses, etc.
5. The Rental Fee and Security Deposit check are subject to the normal bank penalty fees if returned by a bank. Furthermore, the rental is cancelled until the renting homeowner resumes the rental process anew with the Coordinator by submitting cash to replace the failed check plus the Penalty Fee.
6. Changes in rental fees and deposits may be changed by the Board as necessary.
7. Make checks payable to: Cobblestone Estates Homeowners Association.
8. Do not post date checks.
9. Please arrange well in advance to pick up the KEY from the Coordinator and return it to the drop box in the library area immediately after the facilities have been completely and thoroughly cleaned, all decorations, etc. removed. Do not wait until the next day and inconvenience another renter.
10. Please remember that the use of the rental areas must comply with the occupancy limits set by the local fire codes and posted in the rental areas.
11. The homeowner(s) are required to be in attendance throughout the period of preparation for the event (decorating, catering, and/or florist delivery, receiving musicians and others, etc.), during the whole event and the entire clean-up time following the event
12. The homeowner(s) are responsible for maintaining a drug, tobacco and smoke free event and supervising the behavior, condition, conduct, noise, fighting, etc. of all guests and participants. Any infractions, or disturbances which require police intervention will result in forfeiture of the deposit plus assessment of any additional charges which may be incurred by CEHA.
13. Homeowners and guests must park in designated spaces in the two parking lots adjacent to the Club House. Illegal parkers in lots, roadways, residential spaces, etc. are subject to being towed at the owner's expense.
14. Pets are NEVER allowed in any area of the Club House or Pool.

RESERVATION AND RENTAL GUIDELINES

(Continued)

2. DEPOSITS AND RENTAL FEES:

1. DEPOSITS:

If facilities are left in good condition without damages, stains, missing property, etc. deposits are refundable in full if the Clubhouse and Pool Committee approves the recommendation of the Coordinator for a full refund at its regular meeting on the 3rd Thursday of each month. The deposit check will be returned by the Coordinator within 7 days after the 3rd Thursday meeting of the Committee if there are no deductions. If there are deductions, the balance will be returned as soon as the problem(s) have been resolved. If the deposit does not cover the problem(s) encountered a bill will be sent to the homeowner(s) for the balance due.

2. RENTAL CHECKS, CANCELLATION AND REFUNDS:

1. Rental checks are not refundable if cancelled within 2 weeks of the date reserved. Late cancellations make it difficult for other homeowners to be able to reserve the facilities.
2. The \$50 rental fee does not cover the cost of the usage of the facilities nor the remuneration of the Coordinator, but it helps to cover expenses and avoid raising the Homeowner's dues to the Association.

3. RESERVATIONS AND RENTAL GUIDELINES:

1. The homeowners reserving or renting will be charged for what they mess- up, spoil, stain, soil, damage, destroy, or for whatever is missing. No excuses will be accepted for the abuse of CEHA property and damage to the new carpet that was recently installed. A zero excuse guideline will be adhered to.
2. Banners, signs, decorations are not to be nailed or taped to posts, doors, or walls.
3. If food is dropped, it should be picked-up immediately before it is ground into the carpet. Spills should be taken care of immediately; not after everyone leaves.
4. The carpet is designed to be cleaned as follows:
5. Pick-up or lift-up the substance with a clean, soft cloth dampened with clean water or if necessary gently scrape it up.
 1. Next, blot it up with a clean, soft cloth dampened with clean water, do not scrub.
 2. If necessary, rinse with a little cold water.
 3. Blot-up the water in the area.
 4. Repeat until the area is clean and dry. Do not use "401", or some other abrasive solution.

RESERVATION AND RENTAL GUIDELINES

(Continued)

6. After the activity, the facilities should be cleaned as follows: vacuum the carpet with the vacuum cleaner and Dirt Devil; sweep the halls and foyers with a clean broom (vacuums, brooms, whisk brooms and dust pans are located in the Kitchen Hall closet and Physical Fitness closet.) The kitchen, halls and foyers should be swept and mopped with the mop in the Kitchen Hall closet before leaving to remove snow tracks, food, etc. Tables, counters, shelves, windows, etc. must be cleaned with a damp cloth and dried. For everyone's sake, the facilities should be left as good as or better than you found them.
7. Please arrange in advance for specified people to clean the entire premises that are utilized before you leave so they will be ready for the next homeowner.
8. If you are physically unable, etc. to properly clean the premises and parking lots, please let the Coordinator know well in advance so she can make arrangements to have the facilities cleaned by our Contractors) for a reasonable charge. The charge will depend upon the facilities utilized and the condition of the facilities and parking lots after the homeowner(s) leaves.
9. Garbage in the kitchen and rest rooms is to be bagged with bags you bring and taken to the dumpster in the pool area. Your pool key will unlock the gate.
10. The entrances, lawns, parking lots, etc. should be policed, garbage picked-up and the premises cleaned-up before leaving. If not, the homeowner will be charged to restore the facilities, etc. to a good condition.
11. Please report spillage, damage, etc. immediately to the Coordinator so it can be taken care of before the next person utilizes the facilities.
12. Please be sure all lights are turned off; thermostats are reset at 60 degrees for heat in the winter and 78 degrees for cooling in the summer; and the Kitchen Hall door is locked and the front door is double locked—turn the key until the dead bolt locks.
13. Please remember these are "your" and "our" facilities, so please take good care of them for yourself, your neighbors and those who will follow you, so fees and dues do not have to be increased.

THANK YOU FOR YOUR UNDERSTANDING. COOPERATION AND
ASSISTANCE;

COBBLESTONE CLUBHOUSE RENTAL CHECKLIST

Items Checked	Pre-Event	Post-Event	Amount Charged	Minimum Charge
1. Carpet vacuumed.....	___	___	\$10.00	
2. Carpet stains, burns, spills.....	___	___	\$10.00	
3. Floors mopped clean.....	___	___	\$10.00	
4. Kitchen: sink, oven, frig (in/out), cabinets, counters, etc.	___	___	\$10.00	
5. Furniture: cleaned and left per floor plan photo.....	___	___	\$10.00	
6. Bathrooms: sinks, counter, wall behind sinks, mirrors, toilets, urinal, floor and trash cans emptied.....	___	___	\$10.00	
7. Trash: All cans in Kitchen emptied, all trash removed from the Clubhouse and surrounding grounds, parking lots and put in dumpster on deck of Swimming Pool...	___	___	\$10.00	
8. Ceiling and walls: not soiled, marked, etc.....	___	___	\$10.00	
9. Windows: not opened and locked	___	___	\$10.00	
10. Doors: closed and fully locked.....	___	___	\$10.00	
11. Tables & chairs: clean, undamaged & stored per photo	___	___	\$10.00	
12. Decorations: Removed and no tape or nails used.....	___	___	\$10.00	
		Total \$	___	

MISSING - DAMAGED: Check for scratches, cracked items, etc. against photos and list below.

PRE-INSPECTION CONDITION

POST- INSPECTION CONDITION

SIGN IN

SIGN OUT

PRE-INSPECTION SIGNATURES DATE

POST-INSPECTION SIGNATURES DATE

HOMEOWNERHOMEOWNER

COORDINATORCOORDINATOR