

**AMENDED RULES AND REGULATIONS
OLYMPIA PARK PLAZA OFFICE CONDOMINIUMS**

October 2024 Revision

Olympia Condominiums Council, Inc. (the "Council"), acting through its Board of Directors (the "Board"), has adopted the following Amended Rules and Regulations (the "Regulations") to govern, in part, the operation of the horizontal property regime known as "*Olympia Park Plaza Office Condominiums*" (the "Condominium Property"), as contemplated by and pursuant to the original Declaration of Master Deed for the Condominium Property dated December 17, 2003, as it has been further amended (the "Declaration").

General

1. Capitalized tense used in these Regulations without definition have the meanings given to them in the Declaration.
2. These Regulations may be amended from time to time or repealed by resolution of the Board enacted in accordance with the Declaration and the Bylaws of the Council. Formal acceptance of these Regulations by the Unit Owners is not necessary, nor a condition to the effectiveness of these Regulations.
3. The Unit Owners shall comply with all of the Regulations hereinafter set forth, which govern, among other things, the use, operation and alteration of Units, Buildings and related stairwells, entrances, drives, grounds, parking areas, and any other Common Elements and facilities appurtenant to the Condominium Property.

Restrictions on Use

1. No part of the Condominium Property shall be used for any purpose other than those uses as permitted under the Declaration. Further, the Council advises each Unit Owner that no abortions may be conducted within any Unit utilized for medical office purposes or otherwise.
2. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Condominium Property except as such location and in such form as shall be determined by the Board. Exterior building signage and the attendant raceway identifying the occupants of a unit shall be uniform as to other signage, installed at the expense of the unit owner, and must also comply with any such Board requirements and policies. All interior identification signage must also be approved in writing by the Board and shall be ordered from a supplier approved by the Board.

3. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his or her own Unit, including the exterior of doors, as well as appurtenant Limited Common Elements, in good, clean order and repair. For purposes hereof, "obstructions" shall include the placement of boxes and similar items or property in common hallways.
4. No Unit Owner shall permit anything to be done or kept in his or her or its Unit, or in Common Elements or Limited Common Elements which will result in the cancellation of, or increase in premiums for, insurance on any Building; or which would be in violation of any law. No waste shall be committed by any Unit Owner in the Common Elements or Limited Common Elements.
5. Unit Owners shall not cause or permit anything to be hung or displayed (i) on the inside of the windows of a Unit which is visible from outside of the Unit, or (ii) on the outside of the windows or placed on the outside walls of any Building, without the prior written consent of the Board. Further, no sign or signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, or roof of any part of the Building except for areas designated therefor by the Board, without the prior written consent of the Board. Satellite dishes shall be placed only in such positions on a Building as designated the Board, which may or may not be adjacent to the Unit in question. No windows visible from the exterior of any Unit may be tinted in any manner.
6. No noxious or offensive activity shall be carried on in any Unit or within the Condominium Property, nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Unit Owners or occupants or constitute waste at common law.
7. Nothing shall be done by any Unit Owner in any Unit or in, on, or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided herein or otherwise approved by the Board in writing.
8. No personal property or other articles shall be left out or exposed on any part of the Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Nothing shall be altered on, constructed in, or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board.
10. In order to assure uniform appearance, any exterior door lock or hardware changes to a Unit must meet the standards for appearance and manufacturer designated from time to time by the Board.
11. No Unit Owner, tenant, invitee or other occupant of a Unit shall conduct or permit any activity within the Condominium Property which adversely impacts the parking on the Condominium Property. In the event that the Board determines that an adverse impact has resulted for or is related to the use or occupancy of a particular Unit, the Board shall have the right and power to limit the number of parking spaces within the Condominium Property used by the Unit in question, or to a group of Units, and may cause any vehicles exceeding such number to be removed from the Condominium Property at the cost of the Owner(s) of the Unit(s) in question.
12. Each Unit Owner shall comply with (i) all covenants, conditions, stipulations and restrictions of record which are applicable to the Condominium Property, including, without limitation, the Development Restriction as described in the Declaration, and (ii) all binding elements which are imposed upon the Condominium Property from time to time by the Metro Louisville Planning Commission ("Binding Elements").
13. Each Unit Owner is advised that (i) under the Declaration and certain of the Binding Elements, the use of any Units for medical office or medical facilities uses is restricted and conditioned, and (ii) the Council must be contacted prior to any such use of a Unit for confirmation that such use will be permitted in a particular Unit.
14. All doors opening into hallways or corridors constitution common Elements shall be kept closed, except when in use for ingress and egress.
15. No canvassing, soliciting, peddling or panhandling is permitted in the Condominium Property, and each Unit Owner will cooperate to help prevent or terminate any such prohibited activity.
16. No skateboarding, roller-skating, rollerblading or bicycling is permitted in the Condominium Property.
17. Other rules and regulations may be promulgated from time to time by the Board as to the use of the Units.

Entry Into Units

1. The Council, through its Board, its agents and employees, may enter any Unit when necessary in connection with any painting, maintenance or reconstruction for which the Council is responsible, or which the Council has the right or duty to do. Such entry shall be **at** reasonable hours, upon reasonable prior notice and shall be made with as little inconvenience to the Unit's owner as practicable. The Council, as a Common Expense shall repair any damage caused by any such entry. In cases of emergency, entry may be made without notice.
2. The Council, through its Board or property manager may maintain a master key system for all of the Units in the Project; however, each Unit Owner shall provide the Council, and the Council shall have the right to keep, a working copy of any key(s) required to gain entry to any Unit, 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 and facilities of other Units. The Council shall establish and implement, subject to prior approval of the Board, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be used to facilitate entry to a Unit for purposes other than those noted above. The Council shall have no liability to any Unit Owner for failure to enter any Unit in the event of an emergency, and no such liability shall be assumed by the Council by reason of its possession or use of emergency keys.
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 therefore and the Unit Owner, not the Council nor Board shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council and its Board do not assume any responsibility for loss or damage in such cases. Deliveries requiring the Council, its Board or the Managing Agent to provide entrance to a Unit will not be accepted.

Parking and Storage

1. No personal property may be stored on the Common Elements and facilities except in storage areas designated as such by the Board. All personal property placed in any portion of any Buildings or any place appurtenant thereto, including, without limitation, any designated storage areas, shall be at the sole risk of the Unit Owner and the Council and its Board shall in no event be liable for the loss, destruction, theft, or damage to such property.

2. Should an employee of the Council, its agents or contractors, at the request of a Unit Owner move, handle, or store any articles in storage rooms 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 employees of the Council, its directors, agents or contractors.
3. All vehicles shall be parked wholly within designated parking space lines. No junk or derelict vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements and facilities, nor may any vehicle be kept on the Condominium Property in excess of forty-eight (48) consecutive hours without the prior written consent of the Board. Vehicle repairs other than emergency maintenance are not permitted on the Common Elements and facilities. The Board has the right to assign and designate parking spaces for the use and benefit of a specified Unit or group of Units.
4. All Unit Owners shall observe and abide by all parking and traffic regulations posted by the Board, by governmental authorities, and as otherwise contemplated by the Master Deed or Development Restrictions. 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. If any vehicle owned or operated by a Unit Owner or any tenant, guest, invitee, or licensee of any Unit Owner, shall be illegally, or otherwise in violation of the Condominium Documents, these Regulations or the Development Restrictions, parked or abandoned on the Project or otherwise within Olympia Park Plaza, the Board may cause the same to be towed and removed from the Condominium Property, and the Council and Board shall be indemnified and held harmless by such Unit Owner for any and all loss, claim, damage, or expense, including but not limited to reasonable attorney's fees, that may ensue. Any such vehicle may be towed or removed by the Board at the expense and sole risk of the Unit Owner. The Council and Board shall have no responsibility for damage to any vehicle so removed.

Common Areas and Facilities

1. All persons using any of the Common Elements and facilities that are part of the Common Elements do so at their own risk and sole responsibility. The Council and Board 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, employees, officers, directors and contractors, 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 Common Elements and facilities. Each Unit Owner shall hold the Council and Board 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 Common Elements and 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, officers, directors or employees in the operation, care, or maintenance of such facilities.

2. Any damage to the buildings or other Common Elements and facilities or equipment caused by a Unit Owner, or such Unit Owner shall be repaired at the expense of the Unit Owner promptly upon request from the Board.
3. Smoking shall be permitted only within designated smoking areas for the Condominium Property and is prohibited within any other Common Elements and is also prohibited at or adjacent to the entrance to any of the Buildings.

Moving/Trash Removal

1. 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. Such Unit Owner may not dispose of any items in the regular Condominium Property trash receptacles other than normal daily trash produced or resulting from normal office use.
2. A unit owner may be fined in an amount as determined by the Board for not properly placing trash into the dumpster.
3. So as not to inconvenience other Unit Owners, all moving activities must occur on weekends, or after 5:00 p.m. (Louisville, Kentucky time) on weekdays, unless otherwise approved in advance by the Board. Each Unit Owner shall advise the Board in advance of the name of all moving companies to be utilized, and such companies must supply to the Board an acceptable certificate of insurance, with acceptable levels of coverage, prior to the performance of any work. Plywood or masonite, or a material offering a similar level of protection, must be placed over all carpets prior to any such moving activities.

Assessments

1. Charges and assessments imposed by the Board are due and payable on the fifteenth (15th) day of each month, unless otherwise specified. Payment shall be made at the Council's office by check or money order, payable to Olympia Condominiums Council, Inc. or otherwise as the Board may direct. Cash will not be accepted. The Board shall have the right to charge additional fees for late payments.

2. Complaints regarding the management of the Condominium Property or regarding actions of other Unit Owners shall be made in writing to the Board. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Council, its agents or contractors.
3. Any unit owner who violates any Rule or Regulation may be fined in an amount as determined by the Board.

Adopted by the Board of Directors as of the ____ day of October, 2024.

Board Secretary