

Regency Point Condominium Association, Inc.

Rules and Regulations

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Letter from the 2022 Board of Directors

Dear Regency Point Owners and Residents:

These Rules and Regulations were developed to act as an addendum to the Master Deed and Bylaws of the Regency Point Condominium Association and were composed by the volunteer Board of Directors, which strives to appropriately represent all owners and residents in decisions regarding the maintenance of the community and the management of all business pertaining to the Association and physical property. The Board shall continually work with the designated managing agent to protect the value of the condominiums and provide a welcoming, safe, and comfortable environment.

The location of Regency Point Condominiums is in the heart of Lexington, Kentucky, which makes it a very desirable place to live. It is up to the members of the Association to ensure that the property is well maintained at its best. The Board sends quarterly newsletters and shall continually communicate with unit owners about the business pertaining to the Association.

It is the responsibility of the Board to ensure that all members of the Association comply with the Master Deed, the Bylaws, and these Rules and Regulations. The managing agent enforces these regulations. Failure of unit owners, tenants, or guests to comply with any of the aforementioned governing documents can result in suspension or limited use of common facilities and/or monetary penalties.

Please read carefully through this document and keep it in safe location for future reference. The Board of Directors reserves the right to amend these Rules and Regulations from time to time, in accordance with the governing documents of the Association. Any changes will be sent to all owners before enforcement is applied. If you have any comments or questions about this document or any other Association matter, please feel free to contact the managing agent, DellaValle Management, Inc. at 859.273.6000 or refer to the Regency Point website at www.regencypointky.com or by email at RegencyPointPathKYCOA@gmail.com.

Thank you,

Your Regency Point Condominium Association Board of Directors

I. General

- A. No part of the property may be used for any purpose other than residential.
- B. No unit owner may permit anything to be done or kept on the property that shall result in cancellation of insurance or violation of any law.
- C. Nothing is to be altered on, constructed in, or removed from the property without prior written consent from the Board of Directors. No such action will be permitted that may impair the structural integrity of the buildings or change the common elements.
- D. No offensive activity is allowed on the property that may become an annoyance or nuisance to other owners, tenants, or guests. If complaints are made citing such an offense, measures will be taken to document and address the accused.
- E. No soliciting is allowed on the property. Regency Point Condominium common area located inside the entry gate is private property.

II. Noise Disturbances

- A. Certain noise disturbances are prohibited between 11pm and 7am by Fayette and Kentucky law and shall be reported to the managing agent for enforcement. Noise disturbances are defined as sounds that endanger or injure persons or property or sounds that annoy or disturb a reasonable person of normal sensitivities.
- B. Specifically prohibited noise disturbances include, but are not limited to, the following activities:
 - 1. Operating tools or equipment, loudspeakers, and miscellaneous noises (loading or handling boxes, crates, furniture, etc.)
 - 2. Loud music by radio, television, musical instruments, or similar devices.
 - 3. Repairing, testing, or operating a motor vehicle, motorcycle, or motorbike.
 - 4. Barking dogs or any animal that creates a noise disturbance.
 - 5. Guests or parties in a unit, at the pool or common areas. All guests are the responsibility of the unit owner.

III. Assessments

- A. Assessments are defined as the monthly Association fees. Assessments are due on the 1st of each month.

- B. The monthly assessment for each unit is determined by the board, and inquiries about the current assessment amount may be made at DMI. Any changes to the unit assessment costs will be carefully considered by the Board of Directors each fiscal year based on the previous years' budget and needs.
- C. Each unit owner will make a payment payable to *Regency Point Condominium Association, Inc.* and submit the payment to the mailing address of DellaValle Management, Inc. (DMI), 3151 Beaumont Centre Circle, B100, Lexington, KY 40513. Alternate methods of payment are available, and the management company will have the information.
- D. Legal action will be taken by the Association to obtain late dues. Small Claims and/or liens may be filed against any owners or owning entities whose accounts are more than 30 days past due.

IV. Sales and Leasing Guidelines

A. Units FOR SALE

- 1. "For Sale" signs are limited to one per unit and no larger than 18 inches by 24 inches.
- 2. All realtors should obtain the pre-sales packet from the Association or the managing agent. It is the seller's responsibility to disclose any unpaid assessments to the potential buyers.

B. Units FOR RENT

- 1. "For Rent" signs, advertising, or other displays are not permitted at any time on the property.
- 2. No part of the property shall be used for any purpose other than residential. No unit may be leased for a period shorter than six (6) months. A unit may only be leased in its entirety and no portion of a unit may be separately leased by individual floor, room, or otherwise. No "short-term" rentals of units, such as through Airbnb or Home Away/VRBO or similar online marketplace and hospitality services enabling persons to lease or rent "short-term" lodging, are permitted. No more than one lease shall be in effect at any one time on a unit. Notice of the lease, the identity of the lessee and the terms of the lease shall be disclosed to the managing agent in writing prior to commencement of the term of the lease. The leasing of a Unit for a period shorter than six (6) months shall constitute the conducting of a trade

or business on the property in violation of this Rule and Regulation. Failure to comply with these guidelines will result in suspension or limited use of common facilities, and/or monetary penalties.

3. If a unit owner is renting/leasing the unit, the unit owner is to submit such information to the managing agent.
4. Tenants and all guests shall be expected to follow the Deed, the By-Laws, and these Rules and Regulations. The unit owner is responsible to provide such documents to the tenant and is responsible for their compliance.

V. Maintenance

A. Common Areas Defined.

1. The Association is dedicated to maintaining the common elements of the property. The “common areas” include: the pool, bathhouse, parking lot, lawns, and building exteriors. Reference the Deed and Bylaws for exact definitions.
2. Each unit owner is responsible for maintaining certain elements that are not considered “common elements” in the Master Deed. These include: interior surfaces of the walls; ceilings; floors; windows, window frames, and window screens; doors and door screens; and utilities exclusively servicing the unit. Such elements are to be kept in good maintenance.
3. The Association reserves the right to impose fines or improve or restore any damages to the common and personally owned areas, as needed or in an emergency situation. The owner of the unit may be levied the payment for such needed repairs.
4. If an element needs attention or maintenance, the unit owner shall receive one written notice and shall have 30 days to tend to the element. After 30 days, the Board will remedy the element at the cost of the unit owner.

B. No personal property is allowed to be left out or exposed to the common elements, except for the permissible patio items and outside accessories.

C. No waste, rubbish, debris, or unsightly materials are allowed to be left outside any unit. Fines can be assessed for littering.

- D. No exterior color may be applied to any exterior element without permission from the Board or managing agent. Approved paint colors for front doors can be obtained from the managing agent.

VI. Fences & Enclosed Patios

- A. Privacy fences on either side of the patio door are considered “limited common elements,” and therefore, are designated to be maintained by the Condominium Owners Association (COA), as described in the Master Deed.
- B. Each unit is entitled to use the associated patio area, measuring approximately eight (8) feet by ten (10) feet behind the unit. Privacy fences are provided on either side of the patio and are considered standard. The removal, addition, or maintenance of any fences is prohibited, unless approved by the Board of Directors.
- C. Architectural Variance
1. No alterations may be made to the fences without prior written approval from the Board of Directors. Approved fence removals, additions, or maintenance that extends past the standard fence may be done at the cost of the unit owner and will be provided by the managing agent.
 2. Any unit owner requesting the removal, addition, or maintenance of any portion of the fence must submit a request to the managing agent. After submitting a request, the owner will be notified within 30 days that the plans have been approved or denied by the Board of Directors, and the owner will receive a written response letter.
- D. Fence Standards
- All fences must be in compliance with the following regulations:
1. Fences must be made of natural, treated wood and finished with a clear treatment.
 2. Fences must be six (6) feet tall.
 3. Enclosed fence areas must have a four-foot-wide gate, which is to remain unlocked for maintenance and emergency accessibility.
 4. Unit owners may be contacted by managing agent should a fence not meet these standards.
- E. Access to Enclosed Area
- The unit owner is responsible for contacting the managing agent for lawn care schedules and is responsible for making the patio area accessible for

lawn and landscaping maintenance. When the lawns are mowed, the patio gates should be unlocked for the landscaper to access the grass.

F. Patio Cleanliness and Upkeep.

1. Each unit owner is responsible for maintaining a clean patio area.
2. The patio area may be utilized only for outdoor furniture, grilling equipment, two bicycles, and potted flowers. No waste, rubbish, debris, or unsightly materials are allowed to be left on or around the patio area.
3. If a patio is not maintained, the unit owner will receive written notice from the Board and shall have 30 days to tend to the element. After 30 days, the Board will remedy the element at the cost of the unit owner.

VII. Pool Rules

Failure of unit owners, tenants, or guests to comply with these pool rules may result in suspension or limited use of common facilities, and/or monetary penalties for any repair from noncompliance.

1. Pool hours are 9am to 9pm. No owners, tenants, guests, or other persons are allowed inside of the pool fence beyond the designated hours.
2. All guests are to be accompanied by an owner or tenant while using the pool facilities. All occupants must have a wrist band.
3. Any minor under the age of 14 must be accompanied by a chaperone 16 or older.
4. Only proper swimming attire may be worn in the pool—no cutoffs or street clothes. Nudity is prohibited.
5. Only approved, proper-fitting, flotation devices (life vests) are allowed for children.
6. No person shall be permitted in the pool with bandages, open sores, or wounds.
7. No animals are allowed in the pool or pool area.
8. No food or drink is allowed in the pool. Any persons bringing food or drink into the pool area, or associated patio, are responsible for properly disposing of such items. Littering is prohibited.
9. No glass containers allowed.
10. No running, dangerous, or loud play is allowed inside the pool area.
11. Any personal items left in the pool area, on the associated patio, or in the pool bathroom after hours may be removed and discarded.
12. All guests of the pool must always be respectful of others. All music, language, and actions should be appropriate for all ages. No profanity allowed.
13. No smoking in or around the pool area.

VIII. Trash and Recycling

A. Pick-up Process

1. The dumpsters are serviced on Mondays, Thursdays, and Saturdays.
 2. It is the responsibility of the Association to keep the dumpsters serviceable. Several conditions prevent service, which include: service trucks inability to get to the dumpsters because of an obstruction; materials stacked in front of or on top of the dumpsters; dumpsters being filled beyond the trucks lifting capacity; dumpsters containing illegal items; electrical lines over the dumpsters; or dumpsters needing repair.
 3. Unit owners or tenants should dispose of all bulky items (i.e., furniture, mattresses, and equipment) appropriately by calling 311 to schedule a special pickup. This is a free service, and a bulk truck will pick up the items on Monday or Thursday. It is important that the bulky items are placed in a location that does not block the dumpsters. For any bulky items blocking the dumpsters or not in a proper location, the management company must remove the items and will charge the Association for the disposal.
- B. If a unit owner, tenant, or guest is found to be creating a “non-serviceable” condition, the unit owner will receive a notice from the Board.

C. Recycling

Recycling pick-up occurs on Mondays. Place all items in the assigned recycle bin for pick-up.

IX. Insurance

Regency Point Condominium Association dues cover the insurance of the common areas; however, each unit owner is advised to consult with his own insurance agent in order to obtain adequate coverage, at his or her own expense, for personal property, personal liability, and other risks, and all items in the interior of the unit. A copy of the Association policy is available to all unit owners and can be obtained by contacting the managing agent.

X. Outside Accessories

A. Permissible Items

1. A unit owner or tenant is permitted to have up to two the following outside accessories in the front of the unit: a seasonal wreath or decoration on the

front door; a potted plant; a garden statue or flag; or a hanging basket on a Sheppard's hook. None of the above items can interfere with lawn care.

2. Accessories must be maintained. If outside accessories are not maintained, the unit owner will receive one written notice, and will have 30 days to tend to the accessory. After 30 days, the Board will remedy the accessory at the cost of the unit owner.

B. Locations of Décor

1. No accessory, including antennas or satellite dishes, may be affixed or placed upon the exterior walls, doors, windows, or the roof.
2. No accessory is permitted to hang from the building structure.

XI. **Parking**

A. General

1. No trailer, boat, storage unit, or any vehicle larger than a pick-up truck is permitted to be kept or parked on the property at any time without permission from the Board.
2. No vehicle is permitted to be kept or parked for any period of time on any designated "no parking" area. Such vehicles will be subject to being towed at the owner's expense.
3. Any readily visible wrecked, junked, partially dismantled, or otherwise non-operating motor vehicle, or any motor vehicle not properly licensed, is not allowed on the property. Such vehicles are subject to being towed at the owner's expense.
4. Any vehicle parked along a yellow curb is subject to being booted or towed by Metro Towing, Inc. The boot will be removed per owner's expense. The towing fee will be per owner's expense.
5. Any vehicle improperly parked in a parking space(s) will be booted or towed by Metro Towing, Inc. The boot will be removed per owner's expense. The towing fee will be per owner's expense.

B. Permits

1. All residents must have their parking permits hanging from the vehicle rear view mirror or in the front dash of the car and clearly visible while parked in the lot.

2. Each unit will receive one red primary permit and one green secondary permit. Red permits are for assigned spaces. Green permits are for secondary unmarked spaces.
3. The primary red permit number must match the assigned parking space.
4. In order to park in an unmarked space, the vehicle must display a secondary green permit.
5. Replacements for lost or stolen red or green permits may be purchased from DellaValle Management Inc.
6. All new owners must fill out a vehicle registration form with Della Valle Management Inc. to obtain parking permits and an assigned space.

C. Visitor Parking

1. There are twelve visitor spaces in the lot where cars without permits can park. Cars with permits cannot park in these spaces. Violators will be towed.
2. Vehicles may park in a visitor space for a maximum of 24-hours. Any vehicle parked in a visitor space for longer the 24-hours will be towed at the owner's expense.

XII. Landscaping

- A. No alterations to the landscape are allowed unless approved by the Board.
- B. Use of common watering access located outside a unit building is not allowed by any unit owner, tenant, or guest.

XIII. Pet Owners

A. Responsibility of Pet Owners

1. Pet owners have the sole responsibility for the actions of their pets.
2. Any unit owner, tenant, or guest with pets should be respectful of others and the property.
3. No owner may allow dogs to damage or destroy any property or be a nuisance to others.

B. Waste Removal

1. It is a Fayette County Law; see Chapter 4 of the LFUCG Code of Ordinances *Section 4-23.1*, that all dog waste must be picked up immediately. The local police enforce this law. The Board will also use fines and other measures if there is a violation of this ordinance.
2. Plastic bags are provided throughout the neighborhood and should be disposed of in garbage receptacles.

C. Leashes

1. See *Section 4-19* of the LFUCG Code of Ordinances. All Dogs are to be kept on leashes while outside of their home or fenced in yard. There are no exceptions. Police also have jurisdiction over leash law violations.
2. Dogs must be confined behind a fence or otherwise securely restrained while on the property.

- D.** If any owner, tenant, or guest is found to have an animal in violation of the rules, the unit owner will receive a written notice of the need for immediate compliance.

XIV. Fireworks

The city ordinance, *Ordinance No. 141-2011* applies. The ordinance allows for use of fireworks between 10 am to 10pm only, except on December 31st, July 3rd, July 4th (or the officially recognized Independence Day), which use is allowed from 10am to 12am. It also prohibits minors, which is any person under the age of 18, to possess or use fireworks. In accordance with the ordinance, fireworks are also not allowed to be used within 200 feet of any structure, motor vehicle, or any other person.

Any persons in violation of the ordinance can be reported to authorities and subject to associated penalties.

Please be sure to follow these Rules and Regulations.
Thank you for your cooperation.