

The Oaks Condominium Community Guidelines

Revised October 2023

General Guidelines

Welcome to The Oaks! Below you will find guidelines for everyday living in The Oaks Condominium Community.

Purpose: To address common questions and provide guidance for community living with The Oaks.

General

1. Monthly Homeowner's Association (HOA) fees are due on the 1st of each month and are considered late after the 10th. A \$35 late fee will be assessed per month, with escalation at the 3-month mark with a fee of \$50 per month and escalating at the 6-month mark with a late fee of \$75 per month. Liens will be filed against any unit as necessary to collect unpaid fees and fines.
2. All co-owners are required to file a current copy of their individual condominium liability insurance policy at The Oaks office. This policy is to be filed in the amount of at least \$300,000 and shall name The Oaks Condominium Association as an additional insured. Failure to do so authorizes The Board of Directors to secure the unit such a policy at the cost to the owner. Failure of the owner to reimburse The Oaks shall result in a lien being placed against the unit.
3. The Oaks office is required to keep a duplicate key or entry code to every unit. Each owner or resident is required to provide the office with a key to his or her unit. The co-owner's home **will not** be entered without co-owner knowledge and prior notice, unless it is an emergency threatening the safety of the building or other co-owners.
4. Agents of management, and any contractor or worker authorized by management, may enter any unit, patio, or carport/garage at any reasonable hour of the day for the purpose permitted by the Declaration of Covenants, Conditions and Restrictions (Master Deed), or By-Laws. However, except in emergency, **entry may only be made by prearrangement with the unit's owner.**
5. When receiving guests please notify them of the visitor entrance at the gate and your individual unit number so they may notify you upon their arrival and you may let them in. The Oaks office staff will not approve your guest's entry when arriving at the gate.
6. Two household pets permitted per unit (**excluding Pit Bulldogs which are prohibited**). Pets in any public portions of The Oaks must either be carried or on a leash. Owners must pick up all waste after their pet immediately and dispose of it in an appropriate waste container. Pet waste may not be used as fertilizer or as a soil amendment for planted areas. A fine of \$35 for the 1st infraction and \$50 for every infraction thereafter. Excessive barking or noise created by an owner's pet that causes a disturbance to other owners is a violation of the community rules. A \$35 fine for the 1st infraction and \$50 for each infraction thereafter if the problem is not resolved. Owners should not leave pets unattended on the patio or on the grounds.
 - A.) Co-owners shall indemnify The Oaks Condominiums and hold it harmless against any loss or liability of any kind caused by said owners' pet(s).

- B.) Co-owners are responsible for immediately correcting any offensive behavior or other problems caused by their pet. If the problem is not corrected after a reasonable time, the owner will receive written warning notice from The Board.
7. The swimming pool may be used by residents/co-owners and their guests. Guests of residents/co-owners must be accompanied at all times by a unit resident. Everyone must abide by swimming pool rules as posted in the pool area. Co-owners that have rented their units have waived their pool and amenity privileges at The Oaks. **Residents/co-owners are limited to four (4) guests per unit.**
 8. Noise or other annoyances of any kind that disturb owners of other units shall not be permitted. The City Ordinance specifically states that this applies during the hours of 8:00 PM until 7:00 AM. However, good judgement must be maintained at all times.
 9. Construction/remodeling projects should not begin prior to 8:00 AM
 10. All garbage and refuse from units shall be placed in garbage bags provided by each co-owner, including all unwanted mail, then tied carefully and placed in garbage receptacles (Herbies/Cans). All recyclable boxes must be broken down before being placed in recycling bin, no bagged items are to be in recycling bin.
Construction debris shall not be placed in the shared garbage sheds. Please instruct your contractors when doing repairs not to dump old appliances at the maintenance shop or garbage sheds. No construction debris or discarded furniture from remodeling can be dumped in the dumpster, maintenance shop area or the shared garbage sheds. If a dumpster is needed during a construction demo project of a unit, prior approval of placement of the dumpster must be given by the property manager.
 11. Utilities that are provided by The Oaks Community include water and sewer costs and common area electricity. Each owner is responsible to pay for their own electricity with Kentucky Utilities and trash service through LexServ. Cable, internet and phone services are also the responsibility and election of the owner. Co-owners are responsible for seeing that no water is left running for any unreasonable or unnecessary amount of time. Running toilets and/or faucets must be repaired immediately.
 12. Residents must keep the interior of patios, storage sheds and carports/garages clean and free from all obstructions. Nothing shall be hung above fence lines in patio areas or from balconies or porches of ground floor units. The Oaks will not assume responsibility for loss or damaged articles stored or placed in patios, storage sheds, or carports/garages.
 13. No radio/TV antenna or electrical cable shall be attached to or hung from the exterior of any unit. Satellite dishes must be pre-approved and shall not be placed on the roof or exterior of building. Co-owner assumes all responsibility for any damage caused by the dish or vendor installing the dish.
 14. Residents, co-owners, and their guests shall be responsible for the action of their children while on The Oaks premises.
 15. Co-owners shall not request The Oaks maintenance staff to perform private work during the staff's regular working time.
 16. Interior plumbing repairs are the responsibility of the Co-owner. However, as a courtesy, The Oaks contracts with a plumbing service to clean kitchen sink drains in an Eaton unit if a stoppage occurs. The costs of such plumbing maintenance will be billed back and split between the 3 owners. In addition, The Oaks will provide a preventative main drain cleanout in the Spring and

Fall of each year for the Eaton floor plans. The cost of this service will be billed to each Eaton owner in the amount of \$30 twice per year.

Traffic/Parking/Vehicles

1. No co-owners, tenants or guests are allowed to use carports or garages owned by other owners without written permission, that is to be filed with The Oaks office. Those who violate this rule may be towed at the owner's expense. Each owner shall keep his garage/carport and vehicles in good repair, including updated registration, license, and insurance.
2. All vehicles, including those of residents, guests and staff, shall be parked in such a manner as to not impede or prevent ready access to other co-owner's carports or garages. Any car improperly parked that blocks another person's vehicle, garage or carport may be removed at the owner's expense.
3. All vehicles must be properly licensed with current tags and in good repair. Vehicles that are not operational, and not properly licensed will be removed at the co-owners or resident's expense.
4. While on The Oak's property all persons shall be responsible for obeying all traffic/parking signs and regulations. **PLEASE**, observe **ALL STOP SIGNS**. It takes a few seconds for the gate to open and running through the stop sign will not cause it to open any quicker.
5. Trailers, boats, campers, or similar vehicles shall not be stored/parked in general parking areas on The Oaks property. Violators will be towed at the owner's expense. Some limited spaces are available in the maintenance area for a monthly fee.

Exterior of Units

1. All entry ways in front of homes shall always be kept free of all obstructions.
2. Co-owners and residents are responsible for maintaining a clean and tidy common porch, and front porch.
3. Co-owners shall not paint the exterior of homes, patios, fences, carports, storage areas or the outside of garages.
4. All exterior decorations must comply with by-laws. Exterior areas of homes shall not be decorated by any owner or occupant in any way or at any time except in keeping with the following guidelines:
 - A.) Carpeting is permitted only on horizontal surfaces with limited access, including balconies, but not Common Porches of Eaton and Transylvania units, patios of Carlton, Mansfield, and Transylvania units. Carpet shall not overlap with any horizontal surface to constitute a change in the overall architectural appearance of the building.
 - B.) The American flag may be displayed if kept in good repair.
 - C.) Appropriate holiday decorations will be permitted on a temporary basis if kept to a minimum and in good taste. The appropriate period for Christmas decorations will be from the Friday after Thanksgiving through January 15th. Exterior lights must be connected to residence's electricity and shall not be placed on walls or roofs/gutter lines.
 - D.) Flowerpots may be displayed on the outside of each unit. They must be placed to not interfere with the passageways and not to be placed on railings of balconies. Hanging baskets must be securely fastened.
5. No articles of clothing, towels or lines shall be hung from doors, windowsills or balcony or porch banisters at any time.

6. Window Dressings: All window blinds are to be white.
 - Draperies on sliding glass doors or windows should be lined in white or very light-colored material.
 - Sunshades on open porches are to be white, maximum length and width to cover the entire area between the pillars. Maintenance of shades will be the sole responsibility of the unit owners and must be kept in presentable condition. All sunshades are to be approved by the Board/Management before installation.
7. No personal items, including bicycles, scooters, baby carriages, toys or similar objects, or personal articles may be left or stored in any of the common areas.
8. Bird feeders are permitted only during the months of December through March. This is done to help eliminate birds roosting and nesting in the trees and carports.
9. Occupants shall not sweep or throw any dirt or other substances from doors, windows or balconies.
10. No signs, notices or advertisements shall be inscribed on or exposed at any window or other part of the unit, nor shall anything be projected out of any window of the unit.
Exceptions shall be made for signage indicating oxygen is in use and construction permits.
11. No co-owner or guest of any co-owner shall be permitted on the roof of any building, including covered walks, carports/garages, clubhouse or any walls or fences.
12. Flammable liquids, or explosives, or any articles deemed hazardous to life shall not be used or brought into units without the prior written permission of management. This includes oils, gasoline, kerosene, naphtha, benzene, or other such materials. Per City Ordinance, no hibachi grill, other similar devices (Gas, charcoal, or fire pits) used for cooking heating or any other purpose shall be used, stored, or kindled on any balcony, under any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.
13. Co-owners shall not place names, numbers, or other designations on the entry to units, except in places provided by the management.
14. Items cannot be affixed to exterior of the building or patio area.

Miscellaneous Guidelines

1. Any resident wishing to plant trees or shrubs outside his/her patio area must put in a written request for permission from the grounds committee or Board before doing so.
2. Any damage to buildings, recreational facilities, or other common areas or equipment caused by co-owners, their guests, and/or tenants, shall be repaired at the expense of the owner.
3. Residents are encouraged to attend co-owner meetings. Foul language and disrespectful behavior will not be tolerated and will result in expulsion from the meeting.
4. No co-owner will use The Oak's equipment, tools, or storage areas for personal use.
5. All complaints regarding The Oaks management/staff and/or other homeowners are to be made in writing and presented to the Board for investigation.
6. These Community Rules may be added to or replaced at any time by a vote of the Board.

GUIDELINES FOR EATON AND TRANSYLVANIA ENCLOSED BALCONIES

1. Installation of any exterior alteration or enclosure and all balconies must first be approved by the Board.

2. The maintenance of enclosed balconies shall be the responsibility of the owners and shall always be kept in presentable condition.
3. Insurance coverage of balcony enclosure is the responsibility of the unit owner.
4. Only white blinds will be permitted. (NO DRAPERIES) No structural changes to the walls exterior or supporting interior will be permitted.

CLUBHOUSE GUIDELINES

RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE THE USE OF THE SWIMMING POOL OR ADJACENT POOL AREAS.

1. The Clubhouse and its facilities are for the owners and their guests only. No one under 21 years of age may rent the Clubhouse.
2. The Clubhouse may only be reserved by an owner of The Oaks, and the owner making the reservation must be in attendance for the entire time of the event. To reserve the Clubhouse for a function, the owner must complete the reservation agreement in the office and pay the required deposit(s).
3. The owner will be responsible for the condition of all equipment, facilities, and/or amenities used by the guests during any function and will be charged for any breakage or misuse.
4. The owner shall be responsible for the behavior and conduct of all guests.
5. The owner shall be responsible for proper parking of guests' automobiles.
 - **Guests' parking is to be in the open parking areas by the Clubhouse, swimming pool, and tennis courts.**
 - **No parking is permitted in areas marked by yellow curbing or 'no parking' signs or in covered spaces reserved for owners.**
 - **Improperly parked vehicles are subject to be towed at the expense of the vehicle owner.**
6. Owner shall be liable for any and all damages to the Clubhouse and/or its contents by residents, families of residents, tenants and/or guests.
7. All persons shall conduct themselves in a responsible manner so as not to be offensive in any way.
8. **Children using the Clubhouse facilities must always have adult supervision.**
9. The clubhouse will be open for Co-Owners and Residents Monday-Friday 8AM-9PM. On weekends the Clubhouse will be open from 10AM to 9PM.

Reservations:

1. The Clubhouse may be reserved by owners for private gatherings by contacting the Office Manager and depositing two checks **\$150 refundable deposit, and \$150 non-refundable rental fee for use of the Clubhouse (up to 4 hours) / Additional \$100 non-refundable rental fee for use of the Clubhouse if cancelled within 7 days of the scheduled event.**
 - The owner of the reservation shall be responsible for cleaning premises after each function - AND - for any damage to the Clubhouse facilities. Upon satisfactory inspection of the property, the full \$150 deposit will be returned.
 - **If additional cleaning is needed, then a \$50 cleaning fee will be deducted from the deposit.**
 - No deposit or fee will be required by owners when conducting The Oaks gatherings (i.e., Committee sponsored parties, Committee meetings, etc.)

2. The rental fee for all political gatherings shall be **\$200, non-refundable**.
3. Maximum building occupancy will be limited to **50** people during any private function.

Oaks Moving In/Out Guidelines

Purpose: To facilitate moving in or out of The Oaks with efficiency and minimal disturbance to neighboring residents.

1. If you are selling your unit, please notify the Office Manager of your closing and moving dates, and the name of the new co-owner. Please inform your realtor of these guidelines or direct them to the Office Manager so the new co-owner is aware.
2. Contact the office (859-272-2113 or via email 395theoaks@gmail.com) to give the Office Manager the name(s) of the new co-owner(s) so FOBS, donuts/window tags can be reassigned, in anticipation of the new co-owners move in date. In the case of renters, the unit owner should notify the office within one day of the move out so all FOBS, donuts/window tags can be deactivated, if not returned.
3. If you are moving from The Oaks, five (5) days prior to your move date, please notify the Office Manager in writing or via email 395theoaks@gmail.com to arrange opening of the gate. In your letter, please state the date and approximate time the movers will arrive.
4. Please do not block access to garages or carports with moving trucks/vehicles. If you must block a neighbor's garage/carport, please notify them prior to the move so they may make appropriate arrangements.
5. Boxes, trash, and other moving refuse must not be left on porches or carports. Please break down all boxes prior to placing them in the dumpster and place all trash in appropriate receptacles.
6. Indoor furniture of any type (mattresses, box springs, etc.) must not be left on porches or carports. These will be removed at co-owner's expense if left for longer than 24 hours after the initial move date.
7. After a move out, a visual inspection will be made of the exterior of the unit.
8. All co-owners of rental units must make renters aware of these guidelines. Failure to follow guidelines may result in a \$25/per day fine for the co-owner.

Oaks Renovation/Remodeling Guidelines

Purpose: To provide guidance for needed updates to co-owner's homes, in an expedient manner, with the safety of all co-owners/residents at the forefront.

Many of the units in The Oaks are in need of updates and renovations. We encourage all co-owners to update their units as it increases the value of their investment and, in turn, the values of all units at The Oaks, making The Oaks a desired location for buyers.

1. Prior to beginning renovations, a list of proposed renovations, including as much detail as possible, should be presented to the Property Manager or Board for their review. Please include your bonded contractor(s) name, phone number and license number if applicable. (The Board does not need requests for minor work such as interior painting, replacing light fixtures, counter tops, etc. If you are in doubt, just ask any board member or the property manager.)
2. Please be specific in your request if you are moving any walls or moving plumbing/electrical as these types of alterations may affect another unit or even the entire building.
3. If two (2) Eaton units are being combined, the common porch must remain accessible as a route of egress. Any renovation that prohibits permanent access to the stairs or the common porch will be denied.
4. If walls, doors, windows, plumbing or electrical must be moved more than 10 feet to allow the renovation to move forward, the co-owner must, at their own expense, enlist the expertise of a building/structural engineer to determine the safety of moving/removing any walls.

Doors and windows that are the same size, without location change, are exempt from this requirement.

5. A second review by the structural engineer will be made prior to closing walls to assure the safety of the construction at the co-owner's expense.
6. If you replace a door or window and painting must be done, please check with the Property Manager or a Board member to obtain the correct color.
7. Exterior renovations are not permitted. See Eaton/Transylvania Balcony Guidelines.
8. The Board shall respond to all reviews within thirty (30) days of receipt of the proposal. Please keep this 30-day window in mind when scheduling the start of your work. If there are questions, the Board or co-owner may ask for an informal meeting to ask or answer any questions either party may have.
9. Please ask the Property Manager where your construction dumpster should be placed and inform your contractor(s). The Oak's community dumpsters may not be used for construction debris.
10. Inform your neighbors when work will begin and proposed end date. Out of courtesy to others, please try to confine all work to regular business hours.

11. Discuss with your contractors appropriate parking for equipment and workers. If you must block carports or garages temporarily, please notify your neighbors so they can plan appropriate parking.
12. Any damage to The Oak's property/vehicles, other co-owner's units/vehicles, is the responsibility of co-owner performing the renovations.
13. **As a co-owner if you are performing renovations yourself these guidelines also apply.**

The Oaks Pool Rules

Revised August 2023

General Information

1. CALL 911 FOR ALL EMERGENCIES
2. All access to The Oaks pool area is at your own risk. No lifeguard is on duty.
3. Use of pool facilities is restricted to on-site residents of The Oaks and up to 4 guests per unit. Owners who lease their units yield access to their lessees. **Residents must accompany their guests at all times.**
4. The Oaks pool will open on the first Saturday in May. The Board will determine the closing date based on weather conditions. **Hours of Operation: 10:00 AM – 10:00 PM**
5. All Co-owners must abide by swimming pool rules as posted in the area and as regulated by the Fayette County Health Dept.
6. Co-owner/tenant gate FOBs permit access to the pool area. The pool area gates will automatically lock 10 minutes after closing. Residents must plan for this and exit the area before the gates lock.
7. The temperature of the pool will be regulated by the Pool Contractor hired to service the facility. Co-owners are prohibited from adjusting the pool temperature.
8. Those using the pool are not permitted to be in the pool area or swim alone.
9. Tobacco, vaping products, and any controlled substances are prohibited in the pool area, entrances and exits.
10. Glass, soap, or other material that creates hazardous conditions or interferes with efficient operation are not permitted in the facility or on the deck.
11. Spitting and spouting of water or blowing of the nose or otherwise introducing contaminants into the pool is not permitted.
12. Food and drink are only permitted in non-breakable containers, **glass and ceramic are prohibited.** Food is restricted to seating areas and is not allowed in or near the pool.
13. Residents are responsible for damage caused by or rules violated by their visitors.
14. Residents are responsible for cleaning up after themselves and proper disposal of garbage.
15. Residents are responsible for closing umbrellas after use to prevent breakage in the event of wind.
16. Towels, clothing, or other personal items may not be used to reserve furniture for a resident or guest unless that person or those persons are currently in the pool or in the clubhouse/restroom.

17. Personal conduct within the facility shall ensure that the safety of self and others is not jeopardized. Running and boisterous or rough play shall not be permitted. Diving into the water is not permitted.
18. Animals are prohibited from swimming pool use. Service animals are permitted on the deck only.
19. Residents should shower before using the pool. All apparel worn in the facility should be clean.
20. Persons who have a contagious disease, infectious condition or who are under the influence of excessive alcohol or illegal substances or who are exhibiting erratic behavior are prohibited from using the pool.
21. Infants requiring diapers must use swim diapers.
22. Residents/guests must wear a cover-up when outside the pool area. This includes walking to and from the pool area and the use of the clubhouse facilities.
23. Residents/guests must dry off, wear shoes, and use caution when entering the clubhouse and restrooms.
24. When using the clubhouse facilities, in order to prevent stain/damage to our chairs, no swimsuits are allowed.
25. Residents must leave the pool area for indoor shelter during electrical storms.
26. Children 17 years of age and under must be accompanied by an adult.
27. Residents using the pool must be considerate and refrain from noise disturbance such as loud conversations or cell phone calls. Earphones are suggested for those listening to music.
28. A level of civil decorum and courtesy of all residents/guests is always expected. Aggressive behavior or offensive unacceptable language will not be tolerated.
29. Residents shall not lend or otherwise provide their FOB to anyone outside of the household.
30. For safety reasons, personal items such as floats, noodles, goggles, toys, etc. shall not be left on the pool deck. Items left there will be discarded.
31. Residents/guests shall enter and exit the pool area through the pool gates.
32. The Oaks Board will address violations of pool rules privately. **Infractions could lead to fines or revoked pool privileges.**
33. **DO NOT TAKE YOUR FOB INTO THE POOL. IT IS NOT WATERPROOF.**
34. Co-owners that have any balance over 90 days old will have their pool privileges revoked.
35. Please be respectful to others while using the facility and report any violations to The Oaks management so corrective measures may be addressed. For Emergencies, please call 911.
36. Those who violate the pool rules are subject to fines outlined below. Habitual violations will result in pool privileges being revoked.

Violations of any of The Oaks Community guidelines will result in the following fines.

1st Offense: Warning Only

2nd Offense: \$50 Fine

3rd Offense: \$100 Fine

4th Offense: \$200 Fine and Legal Action