

Rules and Regulations Handbook For Park Lake Estates (May 2026 Revisions)

A. Backyard Chickens and Animal Nuisance Compliance

Subject to the Association's Declaration, Bylaws, and duly adopted Rules and Regulations, and consistent with the Association's authority under Kentucky law, the Board of Directors may permit the keeping of backyard chickens on a single family residential lot under the following conditions:

a. Permitted Animals

The keeping of chickens is permitted only upon written approval of the Association. No roosters shall be permitted at any time. The total number of chickens shall not exceed ten (10) on any single Lot.

b. Containment and Fencing

The Owner shall install and continuously maintain a minimum six foot (6') privacy fence enclosing the entire rear yard of the Lot. Chickens shall be fully contained within the fenced area and shall not be permitted to roam beyond the enclosed rear yard.

c. Care, Housing, and Sanitation

All chickens shall be provided with adequate shelter, sanitation, food, water, and humane care in compliance with applicable Oldham County Animal Control policies and regulations, as amended from time to time.

d. Approval and Inspection Requirement

Prior to keeping any chickens, the Owner shall submit a written request to the Association. Approval shall be conditioned upon a physical inspection of the Lot by the Board of Directors or its designee to confirm compliance with this provision and all applicable governing documents.

e. Nuisance Prohibition

The keeping of chickens shall not constitute a nuisance or unreasonable interference with the use and enjoyment of other Lots, consistent with Kentucky nuisance standards, including but not limited to **KRS 411.550**. Excessive noise, odors, unsanitary conditions, pest attraction, or other conditions that substantially interfere with neighboring property owners' use and enjoyment of their property are strictly prohibited.

f. Revocation of Approval

The Association may revoke approval upon receipt of written complaints that are determined by the Board, or a Board designated member, to be just, substantiated, and indicative of a violation of this provision, the Association's nuisance rules, or applicable law. Upon revocation, the Owner shall promptly remove all chickens from the Lot.

**B. Mandatory Annual Maintenance Charge, Use of Funds, and
Delinquency**

- a. The funds collected from the maintenance charge shall be used solely for the purpose of maintaining, repairing, and preserving the public roadways and community areas within the subdivision in good condition and repair. Funding may also be approved by the Board of Directors for improvements, new net infrastructure, pleasure features, or safety measures, as deemed necessary to enhance the quality and safety of the community. Such expenditures shall be considered in accordance with the Association's governing documents and subject to proper voting and approval procedures.
- b. All funds collected pursuant to these covenants shall be deposited in one or more FDIC-insured banking accounts in the name of the Association and shall be administered in accordance with the voting authority and fiduciary duties of the Board of Directors, as set forth in the Association's governing documents.
- c. The annual maintenance charge shall initially be Twenty Five Dollars (\$25.00) per Lot. The Board of Directors may, at its discretion, increase the annual maintenance charge; provided, however, that any such increase shall not exceed five percent (5%) per year and shall not result in an increase of more than Ten Dollars (\$10.00) in any single year.
- d. Notice of the annual maintenance charge, including any approved increase, shall be provided in writing to each household no later than ninety (90) days prior to the payment due date.

Late Payment and Delinquency

- a. Any maintenance charge not paid by the due date established by the Association shall be deemed delinquent. The Association may impose reasonable late fees, interest, administrative costs, and collection expenses on delinquent accounts, as permitted by law and as adopted by resolution of the Board of Directors.
- b. Prior to the imposition of any enforcement action, the Association shall provide written notice of delinquency to the Owner, which shall include the amount due and a reasonable opportunity to cure the delinquency.
- c. If a maintenance charge remains unpaid after notice, the Association may pursue all remedies available under the Association's governing documents and applicable Kentucky law, including but not limited to the placement of a lien against the Lot and the recovery of costs incurred in connection with collection efforts.

C. Placement of Sheds, Exterior Structures, Pools, and Playsets

All sheds, exterior storage structures, large playsets, semi-permanent and permanent pools or water reservoirs (including hot tubs), and other large prefabricated or custom structures must be placed behind the front corners of the housing structure lines. Placement in violation of this policy is subject to removal at the Owner's expense and may result in additional enforcement actions as determined by the Board. The Association reserves the right to review and approve the location of any such structures to ensure compliance with this provision and to maintain the aesthetic integrity of the community.

Violation of Notice Policy

- a. **Written Notice Requirements:** The Board of Directors shall provide written notice to the resident or property owner of any violation of HOA policies. This notice must grant a minimum of fourteen (14) calendar days for the recipient to correct the issue or to submit an exception or grievance to the HOA. Photographic proof of the violation will be provided upon request by the subject of the notice.
- b. **Exception Process and Auditing:** Exceptions to violation notices must be granted in writing by the Board. All granted exceptions shall be audited annually and may be revoked at the Board's discretion with proper written notice to the affected party.
- c. **Enforcement Actions:** If a violation is not resolved within the specified notice period, the Association may involve the Oldham County Police Department, Code Enforcement Office, Kentucky Health Inspectors, or impose internal HOA fines as permitted by law.
- d. **Fine Assignment and Payment Procedures:** All fines must be clearly stated in writing, including the total amount and due date. Fines cannot be enforced or assigned on the first written notice. Failure to pay fines may result in additional fines, which will be added to the annual dues and subject to the same penalties for non-payment as outlined in the Association's governing documents including lien filing.
 - i. **Fine Limit:** The minimum fine imposed for any single violation shall be \$25. The maximum fine imposed for any single violation shall not exceed \$100 per violation for each month that the violation continues, or for each back-to-back repeat offense occurring within a sixty (60) day period. This limit applies to all fines assessed under the Association's enforcement actions and is intended to ensure fairness and consistency in penalty amounts.

D. Holiday Exterior Decorations Policy

a. Purpose

This policy is adopted to maintain the aesthetic integrity of the community while allowing residents to display seasonal and holiday decorations in a reasonable and time limited manner.

b. Permitted Display Period

Exterior holiday related decorations may be displayed beginning no earlier than the applicable federal or state holiday season and must be removed within fourteen (14) calendar days following the applicable federal or state holiday date.

c. Removal Requirement

All holiday related exterior decorations, including but not limited to lighting, ornaments, inflatables, signage, figurines, and themed décor, shall be completely removed from exterior areas of the Lot no later than fourteen (14) calendar days after the applicable holiday.

d. Holiday Assignment and Reuse Prohibited

All holiday affiliated decorations shall be deemed associated exclusively with their originally intended holiday. Holiday decorations may not be reassigned, repurposed, or displayed for subsequent or unrelated holidays or celebrations. For example, decorations intended for one holiday may not remain displayed or be reused in connection with a later holiday.

e. Applicability

This policy applies to all exterior portions of a Lot, including yards, fences, structures, driveways, and any area visible from neighboring Lots or common areas.

f. Enforcement

Failure to remove holiday decorations within the time period specified herein shall constitute a violation of the Association's rules and regulations and may be enforced in accordance with the Association's violation notice and enforcement procedures.

E. Vehicular Parking Policy

a. Purpose

This policy is adopted to promote safety, maintain community appearance, preserve roadway access, and prevent deterioration of common and private property.

b. Definition of Vehicle

For purposes of this policy, the term "Vehicle" shall include, but not be limited to, cars, trucks, motorcycles, recreational vehicles (RVs), campers, motor homes, trailers, boats, watercraft, utility vehicles, all terrain vehicles (ATVs), lawn mowers, riding mowers, tractors, and any other motorized or nonmotorized equipment or conveyance capable of being parked, stored, or operated on a Lot, driveway, street, or common area, whether operable or inoperable.

c. Approved Parking Areas

Vehicles may be parked only in:

- i. A properly constructed driveway, or
- ii. A designated garage, where applicable.

d. Additions or extensions to driveways must be:

- i. Structured and fully contained within the Lot boundaries;
- ii. Constructed of gravel, concrete, asphalt, or other hard surface materials deemed appropriate by the Association; and
- iii. Maintained in a clean, stable, and serviceable condition at all times.

The Association reserves the right to require future maintenance, repair, or modification of driveway additions if they fall into disrepair, create drainage issues, or negatively impact community aesthetics or safety.

e. Prohibited Parking

Parking is strictly prohibited on the main public street within the subdivision, including overnight or extended parking.

Parking is not permitted on:

- i. Grass, lawns, landscaped areas, or unimproved surfaces;
- ii. Side yards, front yards, or common areas;
- iii. Any city or state-owned property, including the city access road, without a written exception granted by the Board of Directors.

f. Vehicle Condition Requirements

All vehicles parked within the subdivision must be:

- I. In operable, working condition;
- II. Properly registered and in compliance with applicable laws; and
- III. Free from visible disrepair, prolonged inactivity, or conditions indicating abandonment, neglect, or inability to operate.

Vehicles that are inoperable, unregistered, dismantled, or under duress due to lack of use or mechanical failure are prohibited.

g. Exceptions

Exceptions to this policy may be requested by submitting a written request to the Association. Any approved exception must be granted in writing by the HOA Board of Directors and may be subject to reasonable conditions, limitations, or expiration.

h. Enforcement

Violations of this policy shall be subject to the Association's violation notice and enforcement procedures. Repeat or ongoing violations may result in escalating enforcement actions in accordance with the Association's governing documents.

F. Property Maintenance, Structural Integrity, and Owner Responsibility Policy

A. Purpose

This policy is adopted to ensure that all Lots and improvements within the community are maintained in a safe, sanitary, and structurally sound condition, to preserve property values, and to prevent conditions that may adversely affect or infringe upon neighboring residents.

B. Owner Responsibility

Each property owner shall be solely responsible for the maintenance, repair, and upkeep of their Lot and all structures and improvements located thereon, including but not limited to dwellings, accessory structures, fences, sheds, decks, porches, driveways, and any other permanent or semipermanent improvements.

C. Health and Safety Standards

All structures and improvements shall be maintained in a condition that is:

- I. Structurally sound and safe;
- II. Free from conditions that pose a health or safety risk; and
- III. Not detrimental to, nor unreasonably interfering with, the use and enjoyment of neighboring Lots or common areas.

No structure or improvement shall be permitted to fall into a state of neglect or disrepair that may cause damage, hazard, or nuisance to other residents.

D. Condition and Completeness of Structures

Structures must not be in a state of visible or functional disrepair. All buildings and improvements shall retain their fundamental structural and exterior components, including but not limited to:

- i. Gutters and downspouts;
- ii. Siding or exterior cladding;

- iii. Windows and doors;
- iv. Roofing materials; and
- v. Other essential exterior or structural elements.

Missing, damaged, deteriorated, or improperly maintained components shall be considered a violation of this policy.

E. Temporary Grandfathering and Exceptions Requests

- a. All requests for exceptions must be submitted in electronic written form to the Association's official HOA email address. Requests submitted verbally, in paper form, or through any other medium shall be deemed invalid and shall not be considered by the Board of Directors.
- b. Each exception request shall clearly identify the specific Grandfathered Condition for which relief is sought and shall include sufficient information to permit meaningful review by the Board. The Board of Directors retains sole and absolute discretion to approve or deny any request.
- c. Any exception granted pursuant to this Section shall be temporary in nature and shall not exceed one (1) year from the date of Board approval without another exception submission and renewal vote by board. No exception shall be deemed permanent, continuing, or automatically renewable.
- d. Approval of a temporary exception shall not constitute a waiver, modification, or amendment of the governing documents, nor shall it establish precedent or confer rights upon any other Owner. Upon expiration of the approved exception period, the Owner shall be required to bring the property into full compliance unless a subsequent exception is formally requested and approved in accordance with this Section.
- e. Failure by an Owner to timely submit an exception request, or failure to comply upon expiration of an approved exception, shall subject the Owner to enforcement action as permitted under the Association's governing documents and applicable law.

F. Liability and Damage

Property owners shall be responsible for any damage, hazard, or adverse condition resulting from the failure to properly maintain a structure or improvement on their Lot. This includes damage or impact to neighboring Lots, common areas, or Association property arising from neglect, deterioration, or structural failure.

G. Violations and Enforcement

Failure to maintain a Lot or any structure or improvement thereon in accordance with this policy shall constitute a violation of the Association's governing documents. Such violations shall be subject to the Association's violation notice, enforcement, and remedy procedures, including required corrective action, fines, and any other enforcement measures permitted under the governing documents and applicable law.

H. Property and Yard Maintenance Policy

a. Purpose

This policy is adopted to ensure that all properties within the community are maintained in a clean, safe, and orderly condition, to preserve property values, promote health and safety, and prevent conditions that may negatively affect neighboring residents or the community as a whole.

b. Lawn and Yard Maintenance

Each property owner shall be responsible for maintaining all lawn and yard areas on their Lot in a neat and orderly condition. Lawns shall be regularly mowed and trimmed to prevent overgrowth, excessive weeds, or unsightly conditions.

c. Fences and Additional Structures

All fences located on a Lot shall be maintained in a stable, upright, and structurally sound condition. Fences shall not be leaning, broken, missing sections, or otherwise in a state of disrepair.

d. Mailboxes

Mailboxes shall be provided, installed, and maintained by the property owner. Mailboxes must be kept in good condition, securely mounted, and free from damage, deterioration, or neglect per federal and state USPS policies.

e. Trash, Litter, and Debris

Lots shall be kept free from excessive litter, trash, debris, discarded items, or unsightly materials. Trash and refuse shall be properly contained and disposed of in accordance with applicable local regulations.

f. Political Signs

Political yard signs are to be removed within 30 days of voting closing.

g. Publicly Accessible Areas and Safety

All items, structures, landscaping, and features located within any portion of a Lot that is accessible to or visible from public areas shall be properly maintained and kept in safe condition. No condition shall be permitted that poses hazard to pedestrians, visitors, or neighboring residents.

h. General Maintenance Standard

No Lot shall be permitted to fall into a state of neglect, overgrowth, or disrepair that detracts from the appearance of the community or interferes with the health, safety, or reasonable enjoyment of other residents.

i. Violations and Enforcement

Failure to comply with this policy shall constitute a violation of the Association's governing documents and shall be subject to the Association's violation notice, enforcement, and remedy procedures, including corrective action and any penalties permitted by the governing documents and applicable law.

I. General Nuisance and Interference Policy

a. Purpose

This policy is adopted to protect the health, safety, welfare, and reasonable enjoyment of property within the community, and to preserve the overall appearance and livability of the subdivision.

b. General Prohibition

No Owner, resident, tenant, guest, or invitee shall engage in, permit, or maintain any activity, condition, or use of a Lot or structure that constitutes a nuisance, hazard, annoyance, or unreasonable interference with the use and enjoyment of other Lots or common areas.

c. Scope of Nuisance Conditions

A nuisance may include, but is not limited to, any condition or activity that:

- i. Creates excessive or unreasonable noise, odor, vibration, smoke, dust, or light;
- ii. Results in unsanitary, unsafe, or unhealthy conditions;
- iii. Attracts pests, vermin, or wildlife;
- iv. Creates a safety hazard or risk of damage to persons or property;
- v. Causes physical damage or deterioration to neighboring Lots, common areas, or Association property;
- vi. Interferes with ingress, egress, or the normal use of roadways or common areas; or
- vii. Otherwise substantially interferes with the reasonable use and enjoyment of property by other residents.

d. Consistency With Law

This policy shall be interpreted and enforced consistent with applicable Kentucky law governing private nuisances, including standards that evaluate whether a condition would substantially interfere with the use and enjoyment of property by a person of ordinary health and normal sensitivities.

e. Responsibility

Each property owner shall be responsible for ensuring that no nuisance condition originates from their Lot, whether caused by the Owner, occupants, guests, animals, vehicles, structures, or activities conducted thereon.

f. Determination of Nuisance

The Board of Directors, or its designated representative, shall have the authority to determine whether a condition or activity constitutes a nuisance based on the facts and circumstances presented, including frequency, duration, severity, and impact on neighboring properties.

g. Violations and Enforcement

Any condition or activity determined to be a nuisance shall constitute a violation of the Association's governing documents. Such violations shall be subject to the Association's violation notice, enforcement, and remedy procedures, including required corrective action, fines, or other enforcement measures permitted by the governing documents and applicable law.

h. Cumulative Authority

This policy is intended to be cumulative and supplemental to other Association rules and regulations. The absence of a specific rule addressing a particular condition shall not limit the Association's authority to enforce this nuisance policy.

J. Short Term Rental and Business Use Restriction Policy

a. Purpose

This policy is adopted to preserve the residential character of the community, promote stability and safety, and prevent the use of Lots as transient lodging or commercial rental operations inconsistent with single family residential use.

b. Residential Use Requirement

All Lots within the Association shall be used for residential purposes only. No Lot may be used, in whole or in part, for commercial lodging, transient occupancy, or business purposes related to short term rentals, except as expressly permitted herein.

c. Prohibition on Short Term Rentals

No Lot may be leased, rented, licensed, or otherwise occupied for a period of less than thirty (30) consecutive days per stay, per guest, or per rental agreement. The use of a Lot as a short term rental, vacation rental, or transient lodging accommodation is strictly prohibited.

d. Owner Occupancy Requirement

A Lot shall not be used in a business or short term rental manner unless the Owner maintains the property as their primary residence and resides fulltime onsite. Properties that are not owner occupied on a fulltime basis may not be offered, advertised, or used as short term rentals under any circumstances.

e. Platforms and Advertising

Listing, advertising, or offering a Lot for occupancy in violation of this policy—whether through online platforms, brokers, agents, or private arrangements—shall constitute a violation, regardless of whether a rental actually occurs.

f. Responsibility for Occupants

Owners shall be responsible for the conduct of all tenants, guests, and occupants of their Lot and for ensuring compliance with all Association rules, policies, and governing documents.

g. Violations and Enforcement

Any violation of this policy shall constitute a violation of the Association's governing

documents and shall be enforced in accordance with the Association's violation notice, enforcement, and remedy procedures, including fines and any other remedies permitted under applicable law.

K. Buring of Materials and Fire Prevention

a. Permitted Materials

Only natural, untreated yard debris may be burned, including:

- i. Leaves
- ii. Small branches and twigs
- iii. Grass clippings

All materials must be free from chemicals or treatments.

b. Prohibited Materials

The following materials are strictly prohibited from being burned:

- i. Treated, painted, or stained wood
- ii. Plastics of any kind
- iii. Household trash or garbage
- iv. Rubber, foam, or synthetic materials
- v. Any items that emit toxic or harmful fumes when burned
- vi. Burning of any materials that may produce hazardous smoke or fumes is not allowed.

c. Fire Containment Requirements

- i. All fires must be fully contained within an approved structure, such as a metal burning barre or a designated fire pit.
- ii. Fires must be controlled at all times and never left unattended.
- iii. Open or loose bonfires directly on the ground are strictly prohibited in all residential areas.

d. Safety Guidelines

- i. Fires must be kept to a manageable size at all times.
- ii. A water source, hose, or fire extinguisher must be readily available during burning.
- iii. Burning should not occur during high winds or dry conditions that increase fire risk.
- iv. Residents must comply with all local fire codes and burn regulations.

e. Violations and Enforcement

Any violation of this policy shall constitute a violation of the Association's governing documents and shall be enforced in accordance with the Association's violation notice, enforcement, and remedy procedures, including fines and any other remedies permitted under applicable law.

The above Rules and Regulations of this Corporation were adopted by this Board on this _____ day of May, 2026

ATTEST:

SECRETARY

PRESIDENT