FINAL V8.2

Amended & Restated September 15, 2026

RULES AND REGULATIONS
OF
CARRIAGE HOUSES OF JOHNSON COUNTY
GARAGE CONDOMINIUM ASSOCIATION

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1. **Permitted Uses and Activities** – Carriage Houses of Johnson County Garage Condominium Association (CHJCGCA) permits personal, hobby, and small owner-operated business use of Units, consistent with the Declaration's express recognition that Units are intended for commercial use, and are therefore permitted to be used accordingly, while preserving the neighborly, hobby-community character described below. Each unit is privately owned allowing the owner to uniquely design the unit to fit their hobby activities and assets including classic cars, hot rods, personal water craft, ATVs, motorcycles, boats, motor homes, wood working, and antique restoration. Within the community there are hobby clubs including the Model A Club, the Corvette Club, the Track Car Club, the Woodworking Club and others where hobby owners can share experiences and host social events. Some of the most popular events are the biannual Car Show, the Pin Ball Tournament, the Blue Grass Festival, the Derby Watch Party, and sports watch parties. The following activities shall be permitted on the Property provided they comply with the Business Use Standards set forth in Section 2 below and do not create a nuisance, subject to any restrictions or limitations set forth in the Declaration, the Bylaws and these Rules and Regulations.

a. **Storage of private ownership items** such as cars, trucks, boats, motorhomes, campers and personal items. This includes the storage of tools and supplies used to support residential hobby activities.

b. **Maintenance, repair or restoration of personal items.** Any maintenance on a boat, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit must be conducted in a manner which will not pose any risk to any other Unit and/or to any portion of the Common Elements.

c. **Telecommuting, remote work, or maintaining a personal or home office** within a Unit, whether on an occasional basis or as the Owner's full-time and only place of business.

d. **Private events and activities** including the use of the Clubhouse, provided they are not open to the general public and comply with the Event Rules and Regulations, are an important element of CHJCGCA. Scheduling of a private event or the use of the club house, for an event of a size or nature requiring coordination as further defined in the Event Rules and Regulations, is to be

approved in advance by the Social Committee or the Board as a courtesy to the other owners. The Social Committee may require a Certificate of Insurance, portable bathrooms, and additional security based on the size and nature of the event, as further specified in the Event Rules and Regulations.

e. **Residential Use.** No Unit may be used for residential occupancy, including the residential use of a motorhome, camper or RV.

2. **Business Use Standards**. For purposes of these Rules and Regulations, "Business" means the same as "commercial use" as that term is used in the Declaration, including Section 2.9(a) thereof. Business use of a Unit is permitted consistent with the Declaration's recognition of commercial use, subject to the standards below. Following written notice to the Owner and a reasonable opportunity to cure consistent with Section 5.2 of the Declaration, any violation of the provisions hereof shall permit the Association to assess such Owner with fines and penalties as adopted by the Board. The following standards and limitations apply to Business use of a Unit:

a. No Unit shall be used in manner that creates the appearance or effect of a walk-in, public-facing, or employee-staffed business

b. **Personnel**. No Unit shall be used as a work location for any employee, independent contractor, subcontractor, staffing agency personnel, or other individual — regardless of employment classification, payment structure, or contractual arrangement — performing work on behalf of any business, trade, or commercial activity conducted by the Owner or any other party. This Section does not prohibit an Owner from receiving occasional assistance from friends or family with personal projects, nor does it prohibit routine repair, maintenance, cleaning, or other services of the type customarily provided to residential or personal-use property.

c. **Deliveries and Shipments** No Unit shall receive or ship freight, parts, or goods via commercial carrier or freight service on a regular, recurring, or scheduled basis (e.g., standing pickup/delivery routes, weekly or monthly service, a commercial freight account, or other recurring commercial carrier activity are prohibited). Occasional, isolated, one-off deliveries or pickups by commercial carrier, not occurring on any discernible schedule or standing arrangement are permitted and are not a violation of this Section. This Section does not restrict an Owner's use of their own personal vehicle to transport supplies, parts, equipment, or goods to or from their Unit, regardless of frequency.

d. **Vehicle Limit**. No more than one (1) vehicle associated with a business (including any company vehicle, truck, or trailer not otherwise addressed by the Large Trucks provision below), in addition to the Owner's personal vehicles, may be parked or stored on the Property or Common Elements at any time, and no such vehicle may block or obstruct any Private Way, another Unit, or Common Element access.

e. **Non-Owner Vehicles.** No vehicle belonging to a non-Owner — including but not limited to an employee, contractor, guest, or invitee — may be parked outdoors on the Property, except for the day on which the operator of that vehicle is physically present on the Property. No such vehicle may be left parked or stored overnight or otherwise remain on the Property beyond that day.

f. **Regulatory Compliance.** Any Business operated from a Unit must at all times comply with all applicable federal, state, and local laws, licensing, permitting, and zoning requirements, including any applicable Johnson County Contractor Licensing requirements and the zoning classification applicable to the Property.

g. **Sales and Leasing Activities**. No Unit shall be used as a retail sales location involving regular or recurring on-site customer visits, walk-in transactions, scheduled buyer appointments, or the public display of goods for sale. Occasional or incidental sale of personal property — including

project vehicles, parts, equipment, or tools — is not prohibited, provided such sales do not involve regular or recurring customer traffic to the Unit.

h. **Open Flames.** No gas welding or cutting or open flame or combustion may occur inside any Unit.

i. **Unattended Equipment**. No air compressors or power equipment may operate inside any Unit while unattended and/or not properly supervised.

j. **Noxious Activity.** No Unit may be utilized so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, as determined by the Board.

k. **Storage of Flammable or Hazardous Substances.** No Unit may be used for the storage of any substance or material defined or designated as hazardous, radioactive or toxic by any applicable federal, state or local statute, ordinance or regulation now in effect or hereafter promulgated; provided, however, that any fuels or other normal liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit is permitted even if so defined, so long as the type and amount of such fuels or other applicable liquids are necessary for the operation thereof and are contained within such item of personal property for such purpose. Otherwise permitted flammable liquids and other materials may be stored only in approved and properly ventilated metal storage lockers within the Unit. Each Unit that has any permitted motor fuel or other permitted combustible material must have an appropriate, fully charged and operable fire extinguisher mounted and easily accessible in the Unit. An SDS must be submitted to the Board and to the Fire Department for any materials stored in the Unit for approval.

l. **Large Trucks**. Trucks or other vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Unit Condominium Property except during moving in or moving out or when being stored in a Unit.

m. **Animals**. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that dogs and cats may be in the Unit Condominium Property when accompanied and controlled by the applicable Owner or guests, who shall be responsible for cleaning up after such dog or cat

n. **Obstruction of or Storage in Common Elements.** There shall be no obstruction of the Common Elements by any Owner or guests, nor shall anything be stored outside of any Unit or otherwise in the Common Elements by any Owner or guests, without the prior written consent of the Board.

o. **Alteration or damage of Common Elements.** No Common Element shall be damaged, altered, improved, decorated or removed and nothing shall be erected, planted, or constructed in or removed from the Common Elements without written authorization of the Board.

p. **Landscaping.** Owners are encouraged to contribute their time and effort to landscaping and grounds maintenance in coordination with the Board or the Landscape and Maintenance Committee. No trees, bushes, flowers, or other landscaping may be installed, removed, or altered by or for any Owner or guest except in coordination with, and subject to guidelines established by, the Board or Committee.

q. No Unit or Common Element shall be used to host an event open to the general public, except as permitted under the Event Rules and Regulations. This restriction helps the Association manage security, limit liability exposure, and protect the private, gated character of the community.

r. **Insurance Rates, Violation of Law.** Nothing shall be done or kept in any Unit or in or on the Common Elements or Limited Common Elements which will increase the applicable rates of insurance without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance or which would be in violation of any law.

s. **Washing of Vehicles.** Owners may wash personal vehicles, motorcycles, ATVs, and similar equipment on the Property, provided that all resulting mud, debris, and residue is fully cleaned up and not left on Common Elements or Private Ways, and water is used reasonably and not left running unattended. Any Owner responsible for a violation of this Section shall be subject to a fee of $300 per occurrence, which shall constitute a Special Unit Expense of the Owner under the Declaration.

t. **Excess Use of Common Elements.** Any Owner whose Business use of a Unit results in use of Common Element facilities materially exceeding typical residential or hobby-level use shall be responsible for the cost of any resulting excess wear, damage, or repair, as reasonably determined by the Board, which shall constitute a Special Unit Expense of the Owner.

u. **Consistency with Declaration.** These Business Use Standards:
    a. are Rules and Regulations adopted under the Board's rule-making authority under the Declaration;
    b. shall be interpreted consistently with the Declaration; and
    c. shall not supersede or conflict with the Declaration, which expressly recognizes commercial use of the Units.

v. **Non-Conforming Uses.** Any Business use of a Unit that was lawfully established and in continuous operation as of the effective date of these Rules and Regulations, but that does not conform to the standards set forth in this Section, shall be permitted to continue as a non-conforming use, personal to the Owner of the Unit at the time of adoption of these Rules and Regulations. Such non-conforming use shall terminate automatically upon the earliest of: (i) sale or other transfer of ownership of the Unit; (ii) discontinuation of the non-conforming use for more than one hundred eighty (180) consecutive days; or (iii) any material expansion of the non-conforming use beyond its scope as of the effective date of these Rules and Regulations. Upon termination of a non-conforming use under this Section, the Unit shall thereafter be subject in all respects to the standards set forth in this Section.

3. **Renting and Leasing** Each lease agreement for a Unit shall be in writing, shall be of at least 12 months duration, shall require that the tenant and other guests comply with all provisions of the Declaration and these Rules and Regulations, and shall provide that the failure by the tenant to comply with the terms of the Declaration and these Rules and Regulations shall be a default under the lease. If a tenant fails to comply with the terms of the Declaration or these Rules and Regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Association, in writing, of the name, address and telephone number of the tenant and the time during which the lease term shall be in effect and provide the Association with a copy of the lease. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations, including, without limitation, the payment of dues, fines and enforcement charges, under the Declaration with respect to the Unit and shall cause the Unit to be maintained to the same general conditions and standards as then prevailing for owner-used Units

4. **Building exterior and interior**

a. No awning, canopy, shutter, or any other device or ornament, shall be affixed or placed upon an exterior wall or roof or any part thereof, or the exterior of any door, unless authorized by the Board.

b. No outside antenna, satellite dish, or other device for the reception or transmission of radio or television or other electronic signals shall be erected on the exterior of any Building or in any yard, without prior written approval of the Board. The Board shall have the power to limit the size of the device and require such specific areas and methods of placement of any such device as it deems appropriate in order to render the installation as inoffensive as possible to other owners and guests.

c. No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any Building, except devices used exclusively for security purposes.

d. Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Element, which may impair the structural integrity of any improvement or any mechanical, plumbing, septic, or electrical systems.

e. Owner shall have the exclusive right, at its sole cost and expense, to finish, refinish and decorate the inner surfaces of the walls, ceilings, and floors bounding such Owner's Unit and the surfaces of bearing walls and partitions within the Unit.

f. Owner shall have the right, at its sole cost and expense, to install cabinetry, storage lofts, interior walls, additional electrical outlets and similar improvements within the Owner's Unit, provided that such improvements are made by licensed and insured Contractor / Individuals, are made in accordance with City codes, do not adversely affect the Common Elements and do not add loads to the floor, ceiling and walls in excess of their capacities. Prior to making any such improvements, the Owner shall submit the plans to the Board for review and approval. In connection therewith, the Association may require that a licensed engineer or architect certify, at the Owner's expense, that no excess loads or other adverse effects will result to the Common Element from such improvements. Any structural modification such as a loft or mezzanine will require a building permit from the City of Desoto.

g. Owner is solely responsible for compliance with the fire protection laws and the building and safety codes of the city when making interior improvements to a Unit.

Garage Doors and Exterior Doors. Each Owner is responsible for selecting a vendor and initiating the maintenance, repair, and replacement of the overhead garage door, any exterior walk/man door, and any exterior windows serving the Owner's Unit, including any incidental damage, at the Owner's own expense, consistent with Section 4.2 of the Declaration. If an Owner fails to complete necessary repairs after written notice from the Board, the Board may initiate the repair and bill the Owner for the cost as a Special Unit Expense under the Declaration.

Mechanical Chases and Shared Utility Space. The cavity above the finished ceiling surface of a Unit, where electrical, HVAC, and similar utility lines are run, is a Common Element under Section 2.5(a) of the Declaration, regardless of which Unit(s) it is located above. An Owner may not prevent the installation, access, or maintenance of mechanical or utility lines serving another Unit through this space. Owners are expected to cooperate reasonably with neighbors and their contractors to schedule such access. If an Owner is unresponsive or unreasonably withholds cooperation, the installing Owner may request the Board to facilitate access, including establishing a reasonable schedule and any conditions necessary to protect the non-installing Owner's Unit (such as advance notice, presence during entry, and responsibility for any resulting damage).

5. **Signage**

a) Nothing shall be caused or permitted to be hung or displayed on the outside walls or through windows of a Building or otherwise outside of a Unit, or any part thereof, except for Oval Sign provided by the association. Each Unit was originally provided one Oval Sign at no cost. If an Owner's Oval Sign is lost, damaged, or worn and requires replacement, the Owner shall purchase a replacement Oval Sign from the Association at the Association's then-current cost.

b) Temporary directional signage for a private event approved under Section 1(d) is permitted for the duration of the event, provided such signage is removed promptly afterward.

c) No sign shall be placed or maintained in any Common Element without the approval of the Board. No sign of any kind shall be displayed to the public view on the Unit Condominium property except:

- Signs regarding and regulating the use of the Common Elements, as approved by the Board;
- "for sale" or "for lease" signs are permitted, provided the sign is magnetic and affixed directly to a metal surface of the Unit's exterior or garage door. No tape, adhesive, nail, or other fastener that could damage the door or surface may be used. An Owner is responsible for the cost of repairing any damage caused by non-compliant installation.
- If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board reserves the right to regulate the use of signs in a manner not in violation of law. In the event of a violation of the foregoing provisions, the Association shall be entitled to remove such offending sign, and in so doing, shall not be subject to any liability for trespass, violation of constitutional or other rights, or otherwise.

6. **Property access, traffic and Parking**

a. Each Owner will be assigned a security code for entering and exiting the property. Owners shall maintain the strict confidentiality of security codes allowing entry into the Property. Gate remote control devices, if desired, are to be supplied by the association only.

b. **Emergency Access and Key Custody.** Keys or entry codes provided to the Association under Section 9.5 of the Declaration shall be used solely for legitimate emergency purposes — including responding to fire, water leak, gas leak, medical emergency, or other circumstances presenting an imminent threat to life, health, or property — or as otherwise required by the City Fire Marshal or other governmental authority. Such keys or entry codes shall be held in the custody and control of the Association, secured in a manner determined by the Board, and shall not be held by, or provided to, any individual manager, vendor, or other third party for routine or discretionary use. Any entry to a Unit using an Owner-provided key or code shall be logged, including the date, time, and reason for entry, and the Owner shall be notified as soon as reasonably practicable following such entry. Where practical, an Owner may satisfy this requirement using a keyed lockbox or electronic entry code in lieu of providing a physical key directly to the Association.

c. No motor vehicle shall obstruct in any fashion the free passage of vehicles and/or pedestrians to and from every other Unit. Owners, their tenant and guests, may park their motor vehicles inside their respective Units at any time without limitation. Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in Common Elements shall be permitted by written Board approval only.

d. CHOPS – Carriage House Outdoor Parking Spots. A limited number of reserved parking spots are available. Refer to the *Carriage House Outdoor Parking Spots (CHOPS) Rules and Information* for details.

e. Speed limit inside the property is 10 MPH.

f. Absolutely no burnouts (purposely spinning tires on pavement) on the property.

g. The Private Ways shall be used exclusively for normal ingress and egress and no obstructions shall be placed within the Private Ways that would obstruct such normal ingress and egress, except with the express written consent of the Board.

7. **Trash.** No trash, refuse, or garbage shall be maintained or placed outside a Unit. Several trash dumpsters are provided through out the property. These are for use for trash generated by Unit owners on site only. ***Trash brought from the outside and placed in the dumpsters is prohibited.*** Please breakdown all cardboard boxes before placing them in the dumpsters. Debris from the construction from owner projects such as lofts and mezzanines is not to be placed in the dumpsters, this material must be removed from site by the contractor doing the work or a temporary owner-provided dumpster used solely for the duration of that project; no dumpster or waste container may be maintained on the Property on a permanent or standing basis without prior written Board approval. No outdoor burning of trash, grass or construction material shall be allowed. Any Owner whose Unit, tenant, guest, contractor, or agent is responsible for placing outside trash, large items, furniture, or construction debris in an Association dumpster shall be subject to a fine of $500 per occurrence, in addition to the actual cost of removal and disposal, which shall constitute a Special Unit Expense of the Owner under the Declaration.

8. **Enforcement**

Remedies. In the event of any breach or threatened breach of these rules, the Association shall be entitled to:

a. Fines. Following written notice to the Owner and a reasonable opportunity to cure consistent with Section 5.2 of the Declaration, the Board shall have the right to assess a $25.00 daily fine plus a $250 fine per occurrence against the owner of a Unit for violating any provisions of these Rules and Regulations. Each fine shall constitute a Special Unit Expense of the owner under the Declaration.

b. Injunctive Relief. Seek injunctive relief, specific performance, or other equitable remedies to prevent or remedy the violation, without the necessity of proving actual damages.

c. Damages. Recover actual damages sustained as a result of the violation.

d. Costs and Attorneys' Fees. Recover all costs and expenses incurred in enforcing these Rules and Regulations, the Declarations, including reasonable attorney's fees and court costs.

e. The board may determine whether to take enforcement action by exercising the association's power to impose sanctions or commencing an action for a violation of the declaration, bylaws, and rules. The board of directors does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented it is not in the association's best interests to pursue an enforcement action. The board of directors' decision not to pursue enforcement under one set of circumstances does not prevent the board of directors from taking enforcement action under another set of circumstances, but the board of directors may not be arbitrary or capricious in taking enforcement action.

No Waiver. The failure of the Association entitled to enforce these Rules and Regulations or the Declarations to exercise any right hereunder shall not be deemed a waiver of such right or of the right to enforce these Rules in the future. No waiver of any breach shall constitute a waiver of any subsequent breach.

9. **Annual Dues.** Dues and Assessments, as determined by the Board annually, are due 30 days after delivery of invoice by USPS. A $25 per month fee will be assessed for the first month of a late payment and $75 per month thereafter. The delinquent owner is responsible any cost associated with the collection of late payments and dues. The Board reserves the right to file a lien against a unit and initiate foreclosure proceedings.

These amended Rules and Regulations supersede and replace all prior Rules and Regulations of Carriage Houses of Johnson County Garage Condominium Association.

Adopted by the Board of Directors and Officers at a special meeting on September 21, 2026.

President Bert Winemiller

Vice President Jim Dean

Board of Directors

Jim Dean

Jeff Fries

John Pauley

Tony Sabatino

Bert Winemiller