

# *Park Arms Condominiums*

2454 Glenmary Avenue, Louisville, KY 40204

## House Rules

These are the rules, policies, and procedures by which the owner, residents and their guests of the Park Arms Condominium community are bound. They were developed and are administered by the Board of Administration as specified in the Master Deed section I: “Administration of the Regime.”

This document, approved by the Board on September 9, 2011, replaces the “House Rules and Regulations” document dated April 1979. The rules are enforceable by the Board and may be revised as needed.

**This document is revised and approved by the Board as of October 8, 2024.**

The House Rules provide a set of expectations for mutual behavior by which to live together in harmony. The Board of Directors holds the responsibility to develop, revise and enforce them. Any suggestion or question about the Rules should be directed to the Board, preferably through the Board President.

## **Background & Definitions**

Park Arms was converted to a condominium in 1979; the Council of Co-Owners of Park Arms Condominiums (hereinafter referred to as the “Council”) was incorporated in 1996 as a nonprofit corporation under the laws of the Commonwealth of Kentucky, KRS 273.161.

In these Rules the term “Association” refers to the Council of Co-Owners.

Wherever the Rules mention “Co-Owner,” the term shall be intended to apply to all Co-Owners.

In this document, reference to the “Board” will apply to the Board of Directors, also known as the Board of Administration, duly elected by the Council of Co-Owners. The Board administers the condominium regime.

The Property Management/Manager (PM) refers to the entity (e.g., Agent, Company of Person) with whom the Board contracts for property management. The Board serves as Property Management in the absence of a Property Management agent.

## **Council Meeting Attendance**

Owners are required to attend or provide a proxy for the Council’s annual December meeting and any full council meeting called by the Board.

## **Actions of Owners and Occupants: Compliance with the Law**

No immoral, improper, offensive, or unlawful use may be made of the condominium property or of any part thereof; unit owners and occupants shall comply with and conform to all applicable laws and regulations of the United States, of the Commonwealth of Kentucky and all ordinances, rules, regulations of Louisville Metro and Jefferson County. The violating unit owner or occupant shall hold the Council and other unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof, or non-compliance therewith. Unit owners will be held liable for any such costs incurred.

State laws, Kentucky Revised Statutes, are available online. <https://legislature.ky.gov>

Louisville Metro ordinances are available online. <https://louisvilleky.gov>

Owners are responsible for adhering to federal, state, and local laws and ordinances that bind us as citizens to the larger communities in which we live.

## **Actions of Owners and Occupants: Compliance with Condominium Rules and Regulations**

From the time of purchase until the time of selling, co-owners are responsible for complying with the terms of the Park Arms Condominium Master Deed, Bylaws, and Rules and Regulations.

All unit owners shall be given a copy of these Rules and Regulations. It is each owner’s responsibility to provide a copy of these Rules and Regulations to occupants and guests.

Co-Owners are also responsible to report violations to the Property Manager or in absence of a Property Manager to the President of the Board or a Board member.

Co-owners are responsible for the actions of their families, residents, guests, invitees, and licensees and will at all times ensure that they observe these Rules and Regulations and its alterations, amendments, or modifications.

## **Amendments to the Rules**

These Rules may be added to or amended any time by the Board of Directors. Any consent or approval given under these rules by the Board may be revoked at any time. No approval by the Council shall be necessary, but the Board will seek input from Co-Owners.

## **Property Management**

On behalf of the Council of Co-Owners, the Property Manager contracted by the Board has the authority to require corrective action by the violators and to collect fines and take actions as determined by the Board.

Any service or work provided by the Property Management firm for individual unit owners is arranged between the owner and the firm. Owners will be billed directly.

## **Third Party Liability**

Should the Property Manager or employees thereof upon the request of a Co-Owner move, handle or store any such articles in an individual locker or storage room and remove any of the same there from or handle, move, park, or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Co-Owner. The Council shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

## **Complaints/Reporting Violations or Problems**

All complaints and reports of problems and violations must be made to the Property Manager and may also be made to the President of the Board or any Board member.

## **Indemnification for Action of Others**

Unit owners shall hold the Association and other unit owners and occupants harmless for the actions of their family members, occupants, guests, pets, agents, contractors, or licensees.

## **Insurance**

As defined in the Master Deed, Section “N” – Insurance, the Board secures Master Insurance for the Park Arms Regime. This insurance covers property and liability insurance for the common areas, including up to the paint on individual units. Owners **must** carry Homeowner’s Insurance to protect themselves and their personal property. Minimum General Liability coverage will be determined by the Board but shall never be less than \$100,000, each occurrence. Certificates of general liability homeowner’s insurance must be provided to the Board or Property Manager at the time of purchase and resubmitted at renewal date.

## **Maintenance Fees**

Monthly maintenance fees are due and payable on the first day of each month. Occasionally, circumstances make it impossible for owners to pay on the first day of the month. Fees that are not received by the 10<sup>th</sup> of the month are in arrears. The Council encourages automatic bank withdrawal to ensure timely payment. If not by automatic withdrawal, payments must be made by check or money order. If cash is accepted by the Board’s fiscal agent, it must be taken in person and a receipt must be issued to the owner. Do not send cash through the mail. Payments received after business closing on the 10<sup>th</sup> of the month will incur a \$25 per month late fee. Late fees will recur each month until the balance owed is paid in full. To avoid late fees, all payments must be received by the end of business on the 10<sup>th</sup> of the month. If a holiday should occur on the 10<sup>th</sup> day of the month, payments will be due the next business day.

Checks should be made payable to: **Park Arms Condominiums.**

As defined in Master Deed Section L – “Unpaid Common Elements Constitute Lien.” The Board will file a property lien against owners whose fees are in arrears. The board will collect interest and the cost of filing the lien, including attorney fees incurred to collect the arrearage.

### **Common Elements and Limited Common Elements**

Maintenance and repair of common and limited common elements are the responsibility of the Co-Owners, the cost of which is covered by the monthly maintenance fee. Review the Master Deed and its Amendments to see what are considered common and limited common elements. The Board of Administration manages the care of common elements.

### **Children**

Children are not to be left unattended in any of the common areas, inside or outside the building.

### **Water**

Water is paid out of maintenance fees. Water use and misuses are the responsibility of all owners. Owners agree to conserve water by ensuring that all faucets are turned off completely (no dripping faucets) and that water in toilets does not run. Leaking toilets can cause thousands of gallons of water per week to be wasted, directly affecting our shared monthly maintenance fees. Running water needs to be reported immediately as it may point to a problem elsewhere in the building, a problem that could cause extensive damage. Unnecessary repairs caused by not reporting leaks can incur penalties to individual owners as well as increased maintenance fees.

### **Plumbing Repairs**

Because we share a common plumbing system, owners are required to use plumbers authorized by the Board. Exceptions to this rule require authorization in advance. Owners must coordinate all plumbing repairs or additions with the Board or the Property Manager (PM).

### **Heating**

We share a common radiant heating system. The heating system was upgraded in 2008 and requires continual maintenance. Conservation means lower bills to the Association which means maintenance fees are not raised. Problems related to heat must be reported to the Property Manager as soon as they are detected.

### **Air Conditioning**

Although air conditioning is the responsibility of the unit owner, because the AC condensers are located on the roof and conduit uses common wall space, they are considered limited common elements and as such must be maintained within the guidelines put forth by the Board. Owners are required to use a Board approved AC service vendor. Problems with AC should be report to the Board’s PM.

AC condensers are inspected and maintained once a year, usually in May. Owners must participate in this inspection and maintenance as scheduled.

### **Toilets and Sewage**

Sewage is included in the monthly maintenance fees. Because our building has unusual plumbing features, repairs or replacements to toilets must be processed through the Board’s PM.

Kitchen sink disposals are the responsibility of the owner. If pipes are clogged by garbage, repairs will be made at the owner’s expense. Report sewage and plumbing problems to the Property Manager.

## **Condo Unit Sales**

Owners who are moving in or out must coordinate their move with the Board and/or Property Manager to ensure the building is not damaged during the move. The Park Arms community must be notified at least 3 days prior to the scheduled move. The owner moving in or out is responsible for the cost of any repairs required as a result of the move. The Property Manager will inspect after the move, document any damage, and submit an invoice to the owner for necessary repairs.

An owner planning to sell a unit must notify the Board and/or the Property Manager at least fourteen (14) days before advertising the unit for sale, to allow the PM to notify the community in advance and prepare for increased traffic in the building. The Property Manager will give potential buyers, the owner, and the realtor a checklist of items required at time of purchase. We do not require first refusal of new owners but welcome opportunities to meet and greet potential owners prior to or at the time of the sale.

All documents, including mortgage questionnaires will be completed by the Board or Property Manager. Realtors should direct questions to the Board or its designee.

“For Sale” signs are permitted only in the yard, not inside or on the outside of the building, including windows. “Open House” signs are permitted on the day of the Open House and must be free-standing. No signs may be placed on walls or doors or in thoroughfares or locations that could cause a safety hazard.

When a unit is sold, the unit owner or their attorney is required to notify the Board’s Property Manager immediately and submit all documentation to the Board (e.g., deed showing ownership, that keys and garage door openers were transferred, that any outstanding fees were paid, and that owner information required by the board is provided.)

## **Leasing Units**

Leasing of units is strictly forbidden. Units must be owner-occupied. Adult children of owners may live in the owner’s unit, if approved by the Board.

## **Mail and Deliveries**

The US Postal Service delivers mail Monday-Saturday. The carrier also picks up any outgoing mail in the LETTERS box. Packages, keys, money, or articles of any description that are left in the common areas or with a Co-Owner or agents of the Council are left at the sole risk of the Co-Owner to whom the delivery is addressed. Owners are advised to have packages delivered to an alternative address, e.g., work, or the property manager’s office.

## **Mailbox Keys**

Each unit is issued one mailbox key. Replacing an original key costs \$25. Owners are encouraged to make a copy of the mailbox key (at their own cost) to keep in a safe place.

## **Door Keys**

Owners are provided one set of keys required to gain entrance to the building and any common areas open to the community. Replacement keys cost \$25 each.

## Garage Door Remotes

Each owner with a garage space assignment is given one garage door remote, transferred from the previous owner at the time of closing. Remote replacement cost is \$50 per remote.

## Waste Management

The Council abides by Regulations set forth by the Louisville Metro Department of Waste Management. Each owner is obliged to comply with the waste management guidelines. Rules governing garbage, junk, and recycling are set out at the Louisville Metro Web site (see below). Owners are encouraged to recycle. The rules for disposing of waste, toxic and hazardous materials, junk, and recycling are all specified in the Louisville Metro solid waste web site.

<https://louisvilleky.gov/government/public-works/solid-waste-management-services>

Note that:

- Garbage must always be placed **in** the garbage containers, not on the ground outside the containers, except during scheduled Junk Pick-up Day.
- Items allowed to be picked-up on the **scheduled junk day** may be placed on the ground near the garbage containers at the time noted by the city. These must be large enough to be picked up by the mobile crane.
- Recycling materials must be **in** the orange recycling containers, not outside on the ground; cardboard for recycling needs to be flattened and cut into 2'x 2' pieces and placed **in** the orange recycling containers.
- Not all **plastic** can be recycled; check the city's instructions for what items can be recycled (e.g., plastic bags cannot be recycled by the city but can be taken to stores such as Kroger and Valu-Market for recycling; do not leave plastic bags in the orange containers); Styrofoam is trash, not recyclable.
- Guidelines governing the disposal of **special** items such as electronic equipment (special recycling provided), batteries, broken glass, paint, oil, etc. are provided by the city.

## Smoking

The Park Arms is a smoke-free environment; no smoking is allowed in any interior or exterior common area, including the property grounds. Owners and their guests may smoke on the city sidewalks in front of the building or in the alley, but they must discard extinguished cigarette butts in a waste receptacle, not on the grounds. Leaving cigarette butts on the grounds is littering and violates a city ordinance. Owners and guests who smoke in their own units must not allow smoke to enter any common space, including halls and the atrium. Owners and their guests who smoke are encouraged to use exhaust fans, smokeless ash trays and air purifiers.

## Personal Property

Co-Owners are responsible for and liable for all personal property wherever it is located in or on the property. All personal property placed in any portion of the building or on the property shall be at the sole risk of the Co-Owner; the Council shall in no event be liable for the loss, destruction, theft, or damage to such property. With the exception of assigned storage space and parking space for vehicles only, no personal property may be placed in any common area, inside or outside the building. Personal Property found in common space will be removed at the owner's expense.

## Noise

Noise travels through units and common spaces both horizontally and vertically. Keep noise to a minimum, especially between the hours of 9:00 pm and 9:00 am. Annoying noise will be reported, and penalties may be exacted.

A. In order to minimize transmission of noise throughout the building, at least three-fourths of the walkable floor area of all second-floor units, excluding kitchens and baths, must be covered by rugs, carpets or adequate soundproofing insulation. This does not include floor space below furniture and appliances.

## Construction/Remodeling Noise

A. Any work that creates loud noise (demolition, extended hammering, banging, nailing, grinding sawing and the like) must be performed between 9 a.m. and 5 p.m. Monday through Friday, and from 10 a.m. until 4 p.m. on Saturday. Such noise-generating work is forbidden on Sunday.

B. The board must be notified of any project lasting longer than one week so neighbors can be notified of potential noise and informed that non-residents will be working in the building.

C. Longer-lasting projects such as kitchen and bathroom remodels must be scheduled, begun and concluded in a way that limits the number of days that consistently noisy work occurs. For example, demolition should be performed within a limited period of time rather than begun, stopped and resumed cyclically over many days, which commonly happens in DIY projects.

D. All building materials, packaging and refuse from construction or repairs must be removed from the premises by job contractors or Unit owners. Using residential garbage and recycling bins is prohibited by Metro Louisville. All such garbage must be taken to The Waste Reduction Center, located at 636 Meriwether Avenue, 40217.

E. Each day that a job is underway and until it is finished, unit occupants and owners are responsible for cleaning common areas (hallways, stairways, sidewalks) leading to and from their units. Ideally, this is simple vacuuming or sweeping up small debris, picking up trash and wiping down door and wall smudges. If a common area is damaged during such work (paint spillage on floors, paint scratches, wall gouges, cracked floor tiles, carpet stains, snags, tears, etc.) the unit owner in charge of that will be responsible for repairing all damages.

## Extrusions

Throw nothing out of the windows or into the atrium, stairwells or halls. Do not shake mops, brooms, or other cleaning material out of either the windows or the doors; do not place or hang anything out of windows.

## External Projections/Protrusions

No awnings, satellite dishes, television antennae, or other projections may be attached to the outside or other parts of any of the building. Cable television wiring must be coordinated with the Property Manager.

## Plants

The planting of plants of any kind is prohibited in common areas, including the atrium and the yard.

## Signage

No signs, notices or advertisements shall be inscribed, displayed, or exposed in any way on or at the windows or in other portions of the condominium except realtor "for sale" signs, which may be placed in the yard.

## **Storage Units**

Assuming sole risk and without liability or responsibility on the part of the Council, any owner may use the assigned individual basement storage locker without charge. No hazardous material may be stored in the assigned storage space. Please turn off lights in the storage area. Keys and combinations to storage unit locks must be on file with the Property Manager in the event of an emergency. Storage Units must be locked at all times, even when empty.

## **Solicitation**

Solicitation is not permitted. If you are contacted by solicitors, please notify the Property Manager immediately.

## **Parking**

The parking areas are for Co-Owner non-commercial vehicles only, which must fit within the space allotted without obstructing the movement of other vehicles. Automobiles must have current license plates and be in operating condition. Vehicle maintenance, washing and or repair is not permitted in the parking areas. Do not run engines for any length of time in the garage or the outside parking area, causing fumes and safety hazards. Except for entering and leaving, garage doors are to remain closed at all times.

## **Parking Traffic Regulations**

Co-Owners must comply with all parking and traffic regulations of the Council and of Louisville Metro Ordinances and Kentucky State law. Each Co-Owner expressly agrees that if he or any member of his family, residents, guests, invitees, workers, or licensees shall illegally park or abandon any vehicle, the Co-Owner will hold the Council harmless for any and all damages or losses that may ensue, and expressly waives all rights and notices in connections therewith that he may have under the provisions of state, county or city laws and ordinances. Vehicles parked in violation of any parking regulation will be towed away at the Co-Owner's sole risk and expense. Vehicle make and model and license numbers must be on file with Property Management. Arrangements to park non-owner vehicles in owner parking spaces must be made with the Property Manager.

## **Unit Locks**

No additional locks shall be placed upon any doors of the premises without the prior consent of the Board and must be installed by the Property Manager. The Board secures one set of keys to all units and storage rooms in case of emergency.

## **Hazardous Materials**

Co-Owners shall not permit any hazardous act or thing on the premises.

## **Laundry Use**

Laundry equipment was purchased by owners and so it is owners' responsibility to use it properly. Please read the operating manuals to learn the equipment's features and how to use the correct type of detergent. These are high-efficiency machines and require high-efficiency detergent only. Leave washer doors open when not in use, lest moisture generate smells and bacteria. Washers should never be stopped in the middle of a cycle, nor should clothes be placed in the washer unless the washing cycle has completely finished. Dryers may be paused during a cycle by following the correct procedures.



Co-Owners may not use washers for fabric dying purposes and need to adhere to load and detergent limits. Discard lint from lint filter after each use of a dryer.

As the laundry area is a common area, it is up to owners to keep clean.

## **Pets and Pet Ownership**

The following applies only to pets owned by unit owners and occupants. Visitors cannot bring pets into Park Arms building. Owners may keep one or two cats or dogs in each unit, and may keep fish, but all other animals are prohibited.

Per the Master Deed, Section G. Restrictions., paragraph 1. *“ No pets will be allowed where such are too large to be carried by the owners. All dogs and cats must be carried while in the common areas of the building.”*

The Board determined that a reasonable maximum weight for pets which can be carried through common areas will be 35 pounds. No pet weighing more than 35 pounds can be kept at Park Arms.

All pets must be registered with the Park Arms Property Management. Owner must provide signed veterinarian certificates confirming spaying/neutering, inoculation for communicative diseases, rabies vaccinations, and flea control. Owners are encouraged to register their pets with Louisville Metro Animal Services also.

No dog or cat may be leashed or tied to any object on the Common Elements inside or outside. No pet may wander the common areas inside or outside unattended.

Owners/occupants shall not permit their pets to become a nuisance because of their behavior, the conditions in which they are kept, or sounds they make. Pets may not be kept or maintained for commercial or breeding purposes.

Pet owners are fully responsible for any property damage, personal injuries or disturbances their pets may cause or inflict.

A Louisville Metro ordinance requires dog owners to remove pet waste.

### **§ 91.010 SANITARY DISPOSAL OF ANIMAL FECES REQUIRED**

(A) It shall be unlawful for any owner or person in charge of a dog, cat, ferret, or other four-footed mammal, poultry or other fowl to permit such animal to be on school grounds, metro parks or other public property, or on any private property other than that of the owner or person in charge or control of such animal without the permission of the owner of said property, or on any streets, sidewalks, highways, or rights-of-way of the Metro Government other than duly designated bridle paths, unless the owner or person in charge of such animals

(1) Has, in his or her possession, a suitable device for the picking up, collection and proper sanitary disposal of the animal feces or manure.

(2) Immediately removes all feces deposited by such animal(s) and disposes of same in a sanitary manner.

(B) This section shall not apply to blind or visually impaired and/or disabled persons accompanied by an assistance dog.

(Lou. Metro Ord. No. 97-2003, approved 5-16-2003; Lou. Metro Am. Ord. No. 233-2006, approved 1-4-2007; Lou. Metro Am. Ord No. 290-2007, approved 12-20-2007) Penalty, see §91.999

Pet owners are responsible for appropriate removal of their pets' wastes from the common elements. Do not allow dogs urinate close to the building. Cat waste must be securely bagged so as to not tear and must be placed in waste receptacles. Do NOT place litter down toilets, even if the product indicates that you can do so. Our sewage system will not tolerate any type of litter disposal.

Penalties for violation of the local animal control; ordinance may be enforced by the local authorities, but the Council may independently enforce its own penalties. Pets causing or creating a nuisance or unreasonable disturbance, or noise may be permanently removed form the Property upon ten(10) days written notice from the Board. Any dog that bites a human being on the property will be removed immediately and permanently.

Any person who keeps or maintains a pet on the property shall be deemed to have agreed to hold free and harmless the Council, the Managing Agent, and every Co-Owner from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

**Standard Fines to be levied in the Case of Violations**

**1. Schedule of Notices**

- a. First offense: Warning letter to owner and/or fine as determined by the Board.
- b. Second offense: Hearing letter to owner and/or fine as determined by the Board.
- c. Third offense: Hearing to assess fine.
- d. Reoccurring offenses: Enforcement in accordance with the determination at the hearing.

**2. Schedule of Fines**

- a. First Notice.....\$50.00
- b. Second Notice.....\$100.00
- c. Third Notice.....\$150.00
- d. Fourth Notice.....\$200 and a Hearing
- e. Subsequent Violations by Offenders.....As Determined by Board of Directors
- Key Replacements.....\$25.00 Each

- 1. The list above is not intended to be all inclusive; additions may be made as necessary. Fines, etc., may be levied at the discretion of the Board and may vary depending upon the circumstances; the amounts shall be predicated upon the severity of the violation and may include the cost of legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.
- 2. All legal fees or costs incurred by the Council to enforce violations or collect fines will be the responsibility of the Co-Owner. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.